

**NOTICE TO CONTRACTORS
NEVADA HEALTH CENTERS INC – FACILITIES DEPT.
1799 Mount Mariah Dr.
Las Vegas, NV 89106
775-888-6661**



**BID TITLE
“Martin Luther King Health Center - Interior
Remodel”**

SUMMARY

Nevada Health Centers Inc. is accepting sealed bids for all permits, fees, tools, implements, machinery, equipment, materials, labor and any incidentals necessary to complete the work for the “Martin Luther King Health Center - Interior Remodel” – a Federally Funded Project. The scope of work is detailed in the construction plans – in summary this includes the construction of retail pharmacy, office spaces, exam rooms, and support spaces. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and general conditions related hereto.

CONTRACTOR'S LICENSE: All contractors submitting bids for this project are required to be properly licensed in the correct category by the Nevada State Contractor's Board, proof of which is required to be submitted with the bid proposal. In addition, all contractor's must have a Nevada State business license in good standing.

BID DOCUMENTS Digital copies of the plans, specifications and related documents for this project may be examined and downloaded from the Nevada Health Centers website www.nvhealthcenters.org/bids.

INSPECTION OF BID DOCUMENTS: All documents related hereto may be viewed at the following locations:

NEVADA HEALTH CENTERS: 1799 Mount Mariah Dr., Las Vegas, NV 89106. In order to view documents; please make an appointment via email to; Ciera Lucich, clucich@nvhealthcenters.org

ADDENDA: All addenda are posted on Nevada Health Center's website www.nvhealthcenters.org/bids. It is each bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

QUESTIONS regarding this bid must be received a minimum of four (4) working days prior to bid opening and should be directed to Stacey Giomi, Director of Facilities, sgiommi@nvhealthcenters.org

MANDATORY PRE-BID MEETING: A **mandatory pre-bid meeting** will be conducted at 9 AM on August 27, 2024 at Nevada Health Centers, 1799 Mount Mariah Dr. Las Vegas, NV 89106. All general contractors proposing to bid on the construction opportunity must attend this meeting. Sub-Contractors, as invited by the General Contractor, are welcome to attend. To ensure space availability, please register to attend via email to: Ciera Lucich, clucich@nvhealthcenters.org

SEALED BIDS – BID DUE DATE must be submitted in a sealed envelope, which shall be clearly marked with title “Martin Luther King Health Center - Interior Remodel” and mailed or dropped off at: Nevada Health Centers, 1799 Mount Mariah Dr., Las Vegas, NV 89106, Attn: MLK Remodel, by not later than 5 PM on September 9, 2024. Bids received after the date and time set for receipt will be **REJECTED** and returned to the bidder unopened.

BID OPENING will be held publicly at 9 am on September 10, 2024, at 1799 Mount Mariah Dr., Floor 2, Las Vegas, NV 89106. Bidders, their representatives, and all other interested persons may be present during the bid opening. If Bidders would like to be present via teleconference, please request such accommodation by 1 PM on September 9, 2024 by sending an email request to: Ciera Lucich, clucich@nvhealthcenters.org.

A tabulation of the **BID PROPOSAL** will be posted on Nevada Health Center's website within 72 business hours.

BID AWARD and Notice to Proceed will be made by the Nevada Health Center's Chief Executive Officer or his designee.

PRICES must be quoted FOB Las Vegas, Nevada.

NOTICE TO CONTRACTORS

Nevada Health Centers, a Nevada and 501c3 non-profit corporation, invites the submittal of responses from qualified general contractors to the competitive bidding process for the remodel of an existing medical/health care center. Work includes an interior remodel to construct a retail pharmacy, office spaces, exam rooms, and associated support spaces. Proposals/bids are due by 5 PM on September 9, 2024 for the project entitled *Martin Luther King Health Center - Interior Remodel*. Said proposal shall include all permits, fees, materials labor, and incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the contract documents and the plans provided. This project is funded by HUD under the Community Development Block Grant through Clark County, Nevada. As such, the contractor will be required to comply with Nevada Revised Statutes, requirements of the CDBG program and the federal Davis/Bacon Wage Act, and Section 3 of the Housing and Urban Development (HUD) Act of 1968 as outlined in the bid documents. Digital copies of the instructions to bidders, sample contract, plans, specifications, and related documents are available for download through the Nevada Health Centers website at: www.nvhealthcenters.org/bids. A mandatory pre-bid conference will be held at 9 AM on August 27, 2024, all prospective contractors must attend this pre-bid conference. Bids are to be enclosed in a sealed envelope or package per the bid instructions and mailed or delivered to Nevada Health Centers, 1799 Mount Mariah Dr., Las Vegas, NV 89106, Attn: MLK Remodel. The project coordinator for this project is Stacey Giomi, Director of Facilities with Nevada Health Centers. He may be reached at: 775-888-6661 or sgiom@nvhealthcenters.org.

INSTRUCTIONS TO BIDDERS

CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this contract shall be approved by the Chief Executive Officer of Nevada Health Centers Inc. (NVHC), and the normal lines of communications shall be between the following person and the authorized representative of the Contractor:

- A. Contract Administrator**
Stacey Giomi, Director of Facilities
Nevada Health Centers
3325 Research Way
Carson City, NV 89706
775-888-6661
sgiom@nvhealthcenters.org

NOTE: NVHC reserves the right to appoint a substitute designee for these positions.

IB.1 BIDDING PROCEDURES

- A. Designated Contacts**
The designated contact for questions pertaining to the Contract Documents, Specifications and/or Drawings is the Contract Administrator as noted above. All questions should be submitted in writing (via email) and will receive a written response from the Contract Administrator.
- B. Contract Drawings**
The Contract Drawings used for bidding are available for download through the Nevada Health Centers website at: www.nvhealthcenters.org/bids.
- C. Interpretations and Addenda**
Bidder shall take no advantage of any apparent error or omission in this Bid Document. In the event the Bidder discovers such an error or omission, he/she shall immediately notify the NVHC's Contract Administrator in writing or by email. NVHC will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of this Bid Document through the issuance of an Addendum. Any Addendum or clarification supplementing this Bid Document, the Drawings, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

If it becomes necessary to revise any part of this Bid Document, a written addendum will be provided to all plan holders. NVHC is not bound by any oral representations, clarifications, or changes made by employees, or representatives, unless such clarification or change is provided to all Bidders in written addendum form.

Addenda shall be sent by e-mail or posted on the NVHC website to all who are known by NVHC to have received a complete set of Bid Documents (plan holders). No Addendum shall be issued by NVHC less than two (2) working days prior to the advertised date and time for Bid submittal. **Note:** Bidders are requested to submit questions four (4) working days prior to the advertised date and time for Bid submittal.

Prior to submission of the Bid Proposal, each Bidder shall ascertain that he/she has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Proposal.

D. Bid Preparation and Submission

1. Bid proposals are to be submitted on the Bid Proposal provided and must be manually signed by pen by an officer or authorized agent (with attached power of attorney) of the

INSTRUCTIONS TO BIDDERS

Bidder. 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 in ink by a person authorized to bind the Bidder to a Contract. If the person making said interlineation or alteration is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where initials appear. Written delegation of signature authority to an agent acting on behalf of the Bidder must accompany the sealed Bid and cannot contain any language which states the Bidder retains final approval of acceptance of any of the terms, conditions, specifications and/or finalized Contract.

2. Each Bid shall be submitted in a sealed envelope and the envelope must be prominently marked on the exterior as follows:

SEALED BID

"Martin Luther King Health Center – Interior Remodel "

COMPANY NAME:

COMPANY ADDRESS:

STATE CONTRACTOR LICENSE NUMBER:

3. NVHC will not consider a Bid that fails to comply with the above stated requirements. NVHC will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

**Nevada Health Centers
1799 Mount Mariah Dr.
Las Vegas, NV 89106
Attn: MLK Remodel**

4. If sent by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by the NVHC prior to the closing date and time for receipt of Bids in order to receive consideration. Bids submitted by facsimile or email will not be accepted or considered. If bids are dropped off in-person, the sealed envelope will be delivered to the second-floor receptionist in the administrative offices at the above noted address.

5. Bids must be submitted by the due date and time of 5 pm on September 9, 2024

E. Documents Necessary for Submittal

The Bid Bond, Bid Proposal Summary, Certificate of Eligibility (if applicable) and any other documents required as defined in the bid package all shall be included in the sealed envelope. **Do not return the entire spec book with the Bid.** NVHC will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents at the time of the Bid Opening.

F. Bid Security

1. Each Bid Proposal must be accompanied by a Cashier's check, Certified Check, or Bid Bond acceptable to NVHC in an amount equal to at least one percent (1%) of the Bidder's "Base Bid" Proposal. Said Bid Security shall be payable without condition to NVHC as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid Proposal and, in the manner and form required by the Bid Document, and will furnish the required PERFORMANCE and PAYMENT bonds. 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 NVHC as liquidated damages, not as penalty. All checks must indicate the Payee as "Nevada Health Centers" and reflect the

INSTRUCTIONS TO BIDDERS

Bid Title. Failure to enclose a Bid guarantee with the sealed Bid will cause the Bid to be rejected and not considered.

2. Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to NRS 683A.090 and issued by an appointed agent pursuant to NRS 683A.280. Bonds issued by an individual surety are not acceptable to NVHC.
3. NVHC will have the right to hold 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, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

G. Quantities

The quantities given in the Bid Document or indicated by the unit Bid items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Bid Document.

H. Compensation

The Total Bid Price shall cover all work required by the Bid Document and construction plans. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; obtaining all necessary permits; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit prices Bid. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Bid.

I. Validity of Bid

NVHC reserves the right to withhold award of the Contract for a period of thirty (30) days from the date of the Bid opening. The Bidder acknowledges in submitting his/her Bid that all prices listed in the Bid Proposal are valid for a period of not less than thirty (30) days from the date of the Bid Opening.

J. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder, signing the Proposal summary and submitting the bid represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid. By submission of his/her Bid, he/she agrees to all the terms and conditions of the Bid Document and further agrees that no claim will be made against NVHC, the Construction Manager, or the Design Consultant for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Bid on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by NVHC.
2. The submission of a Bid shall constitute an acknowledgment upon which NVHC may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual

INSTRUCTIONS TO BIDDERS

conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bid Documents before submitting his/her bid, the Bidder shall request NVHC, in writing, to provide additional information and explanation.

4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications.
5. The information provided by NVHC is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
6. The Bidder, by signing the Bid Proposal, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NOSHA standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license stipulated for this particular Work and issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. NVHC will not consider any Bid that fails to comply with these requirements.

K. Fair Employment Practices

Pursuant to NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract funded by a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of race, creed, color, national origin, sex, sexual preference, or age to discriminate against person with respect to hire, tenure, advancement, compensation or other terms, conditions, privileges of employment because of race, creed, color, national origin, sex, sexual preference or age.

L. Subcontracting

The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater.

The bidder shall verify prior to submitting their Bid that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the Bid shall comply with the requirements of NRS 338.141.

Bidder agrees that if awarded the Contract, he/she will assume responsibility for acts or omissions of 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 Bidder. Nothing contained in the Bid Document shall create any contractual relationship between any subcontractor and NVHC.

INSTRUCTIONS TO BIDDERS

M. Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held for all general contractors on 9 AM on August 27, 2024). General contractors may invite sub-contractors to attend the pre-bid conference. In order to ensure space availability, please schedule your attendance at the pre-bid conference by sending an email to: Ciera Lucich at clucich@nvhealthcenters.org. The pre-bid conference will be held at the remodel site – 1799 Mount Mariah Dr. Las Vegas, NV 89106.

IB.2. OPENING OF BIDS

All Bids received at the designated time and place that comply with these requirements will be opened, publicly read aloud at the date, time and place set forth in the Notice to Contractors. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids.

Any Bids received after the date and time set for receiving and opening Bids, as set forth in the Notice to Contractors and any Addendum will not be considered. Any such Bids will be returned unopened to the Bidder.

A. Mistake in Bid

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

In the case of a difference between Unit Price and the Extended Price, the Unit Price shall govern.

B. Withdrawal of Bid

1. **Before Bid Opening** - A Bidder may request withdrawal of his/her, sealed Bid prior to the scheduled date and time of the scheduled Bid opening provided the request is submitted to the Contract Administrator's Office in writing or an authorized representative must present himself with proper identification to the Contract Administrator's Office and verbally request that the Bid be withdrawn.
2. **After Bid Opening** - No Bids may be withdrawn for a period of thirty (30) calendar days after the date and time of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by NVHC, which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to NVHC for execution and NVHC executes the Contract.

IB.3 AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS

A. Evaluation of Bids

Bids will be evaluated, and an award determined based upon the following criteria.

1. Total price.
 - a. This category will evaluate the total bid price as submitted by the contractor.
2. Experience on Health Care Projects.
 - a. This category will evaluate the contractor's previous experience constructing or remodeling health care facilities, pharmacy locations, or similar projects.
3. Experience with Community Development Block Grant (CDBG) projects.
 - a. This category will evaluate the contractor's previous experience with CDBG construction projects.

B. Award of Contract

INSTRUCTIONS TO BIDDERS

NVHC will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)
- (c) Chapter 339 (Contractor's Bonds on Public Works)
- (d) Chapter 624 (Contractors).

C. Rejection of Bids

NVHC reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids. In the case of rejection of all Bids, NVHC reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of NVHC, it is in the best interest of NVHC.

D. Irregular Bid

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

- 1. If the Bid Proposal furnished by NVHC is not used or is altered.
- 2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind, which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
- 3. If the Bid submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB.1.D (1).

E. Disqualification of Bidders

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- 1. The Bidder is not responsive or responsible;
- 2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications;
- 3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
- 4. Lack of the Nevada State business license and a contractor's license classification stipulated for this Work;
- 5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;
- 6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;
- 7. Unsatisfactory performance record as shown by past work for NVHC, judged from the standpoint of workmanship, progress, and quality of services/goods provided;

INSTRUCTIONS TO BIDDERS

8. Uncompleted work that, in the judgment of NVHC, might hinder or prevent the prompt completion of additional work, if awarded;
9. Failure to pay or satisfactorily settle all bills due for labor and material on any contract(s);
10. Failure to comply with any requirements of NVHC;
11. Failure to list, as required, all subcontractors who will be employed by the Bidder;
12. Negative actions against the Contractor's or Sub-Contractor's license by any Federal, State or Local department or agency, including debarment;
13. Any other reason determined, in good faith, to be in the best interest of NVHC.

IB.4 BID PROTESTS

A Bidder may file a Notice of Protest regarding the awarding of the contract in accordance with NRS 338.142.

IB.5 BID PREPARATION EXPENSES

By accepting the Bid Proposal of the Bidder, NVHC assumes no obligation to reimburse the Bidder for Bid preparation expenses. No Bidder shall have any right or claim against NVHC for reimbursement of Bid preparation expenses.

IB.6 COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate, and hold NVHC harmless from liability for any such violation now and throughout the term of the Contract.

END OF INSTRUCTIONS TO BIDDERS

NEVADA HEALTH CENTERS INC.– BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned _____, as “Principal,” and _____, as “Surety,” are hereby held and firmly bound unto the Nevada Health Centers, as “Obligee,” in the penal sum of _____ dollars (\$ _____) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Project Title: *Martin Luther King Health Center – Interior Remodel*.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, 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 Obligee may accept such bid, and hereby waives 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 present to be signed by their proper officers.

Signed, Sealed and dated: _____

Principal

By: _____

Surety

By: _____

BID TITLE: “Martin Luther King Health Center – Interior Remodel”

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. NVHC will reject any Bid that is received that has changes or alterations to this document.

PRICES will be valid for thirty (30) calendar days after the bid opening which is indicated in the Notice to Contractors.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS AND CONSTRUCTION PLANS.**

BIDDER acknowledges receipt of _____ Addendums.

TOTAL BID: \$_____

TOTAL BID - Bid Price Written in Words:

BP.4 BIDDER INFORMATION:**Company Name:**

Federal ID Number, UEI Number, SAM.GOV Number:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Fax Number including area code:
E-mail:

Contact Person / Title:

Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Complete Fax Number:
E-mail Address:

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:

BP.6 DISCLOSURE OF PRINCIPALS:**Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

Corporation:

Nevada Business License & Corporation Information:
Date Incorporated:
Name of Corporation:
Mailing Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Nevada State Business License Number:

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1)	

Title 1)

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

(If additional space is needed, attach a separate page)

BP.8 REFERENCES:**Instructions:**

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. Experiences on health care construction/remodel projects and construction projects funded through the Community Development Block Grant program should be highlighted here. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. NVHC reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

	Company Name 3):
	Contract Person:
	Mailing Address:
	City, State, Zip Code:
	Complete Telephone Number:
	E-Mail Address:
	Project Title:
	Amount of Contract
	Scope of Work:
	Company Name 4):
	Contract Person:
	Mailing Address:
	City, State, Zip Code:
	Complete Telephone Number:
	E-Mail Address:
	Project Title:
	Amount of Contract:
	Scope of Work:

BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant (PRIME CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
 - e) Are currently registered and agree to maintain active registration in the SAM.GOV system.
2. Where the prospective primary participant is unable to certify to any of the statements contained in section BP.9 of this document, such prospective participant shall sign below and attach an explanation on company letterhead documenting the reasons behind the certification.

I am unable to certify to the above statement.

Signature of Authorized Certifying Official

Date

Printed Name & Title of Authorized Certifying Official

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

(Note: To be submitted by the PRIME CONTRACTOR for every sub-contractor)

PLEASE PRINT

PROJECT NAME: Martin Luther King Health Center – Interior Remodel

PROJECT ADDRESS: 1799 Mount Mariah Drive, Las Vegas, NV 89106

FEDERAL WAGE DECISION ISSUED: _____

PRIME CONTRACTOR: _____

SUBCONTRACTOR: _____

ADDRESS: _____

PHONE NUMBER: _____

SUBCONTRACTORS LICENSE
NUMBER AND CLASSIFICATION: _____

SUBCONTRACTORS EIN & UEI No.: _____

TYPE OF WORK TO BE
PERFORMED BY SUBCONTRACTOR: _____

All contractors (prime and subs), answer all of the questions below

ARE ANY OF THE PRINCIPAL OWNERS OF THE CONTRACTING FIRM:

- | | | |
|---|------------|-----------|
| a. A member of a minority group | YES | NO |
| b. If so, which minority group (write in number from below) | _____ | |
| c. Female? | YES | NO |
| d. If applicable, which minority group (write in number from below) | _____ | |
| e. A Section 3 contractor | YES | NO |

MINORITY GROUP CHOICES – WRITE IN NUMBER ABOVE

- | | |
|----------------------|-----------------------------|
| 1 = White Americans | 4 = Hispanic Americans |
| 2 = Black Americans | 5 = Asian/Pacific Americans |
| 3 = Native Americans | 6 = Hasidic Jews |

CONTRACTOR SIGNATURE

(One form for each contractor on the job – including the prime contractor)

DATE

Please print name & title of signer: _____

BP.10 ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
COUNTY OF _____)

I _____ (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Section 3 compliance, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the NVHC (Owner) and to do and perform all work for the **"Martin Luther King Health Center – Interior Remodel"** , together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: _____

TITLE: _____

FIRM: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

E-mail Address: _____

(Signature of Bidder)

DATED: _____

Signed and sworn (or affirmed) before me on this _____ day of _____, 2024, by

_____.

(Signature of Notary)

(Notary Stamp)

Bid proposal check list of required documents

What	Done
Documents Submitted with Bid	
State of Nevada contractor's license	
Clark County Section 3 Exhibit 1	
State of Nevada business license	
Clark County Section 3 Exhibit 2	
Bid bond	
Bid proposal package	
Federal labor compliance regulations acknowledgement	
Lobbying assurances certification	
Conflict of interest disclosure form	
Sub-contractor notification form	
Certification regarding debarment or suspension of primary & sub-contractors (BP.9)	
Acknowledgement and execution (BP.10)	
Post-Award Documents (needed before issuing notice to proceed)	
Certificate of Insurance (NVHC and Clark County named as additional insured)	
Clark County Section 3 Exhibit 3	
Clark County Section 3 Exhibit 4	
Clark County Section 3 Exhibit 5	
City of Las Vegas business license	
Fully executed contract (including Performance Bond and Labor & Material Bond)	
Clark County Pre-Construction Certifications (to be provided after bid award)	
Construction timeline	

CONTRACT AWARD

CA.1 METHOD OF AWARD

The Bid, if awarded, will be awarded to most responsive and responsible Bidder based on the Total Base Bid amount, the contractor's experience with similar health care projects, and the contractor's experience with CDBG funded construction projects as noted in the Instruction to Bidders (Section IB.3 (A)).

CA.2 TIME OF AWARD

A. Time of Award

The award, if made, will be within thirty (30) calendar days after the opening of Bids. Nevada Health Centers (NVHC) reserves the right to accept or reject any or all Bids received.

B. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to NVHC within ten (10) working days following award or date of request NVHC, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at NVHC's option, the bid bond may be attached for damages suffered.

CA.3 BONDS

A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of NVHC for any default in any respect by the Contractor, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

A Performance Bond and a Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this Project by NVHC. Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to NVHC.

B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by NVHC, as shown in the following Construction Contract forms.

The Bidder shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.

Any Labor and Material Payment Bond or Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

The referenced Bonds must be issued by a certified surety 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.

CA.4 INSURANCE REQUIREMENTS

A. General

CONTRACT AWARD

Contractor, as an independent contractor and not an employee of NVHC, must carry policies of insurance in amounts specified and pay all taxes and fees incidental hereto. NVHC shall have no liability except as specified in this Contract.

Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to NVHC, (2) NVHC has approved the insurance policies provided by Contractor, and (3) NVHC has issued the Notice to Proceed.

Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor.

Prior approval of the insurance policies by NVHC shall be a condition precedent to any payment of consideration under this Contract and NVHC's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of NVHC to timely approve shall not constitute a waiver of the condition.

The insurance requirements specified herein do not relieve Contractor of his/her responsibility or limit the amount of his/her liability to NVHC or other person, and Contractor is encouraged to purchase such additional insurance as he/she deems necessary.

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

NVHC reserves the right to occupy existing facilities under construction or to use or occupy parts of the Work. Insurance policies shall not restrict or limit such use.

Certificate Holder: Each certificate shall list both of the following as certificate holders.

Clark County
500 S. Grand Central Pkwy,
Las Vegas, NV 89155-1510

Nevada Health Centers
3325 Research Way
Carson City, NV 89706

B. Insurance Coverage

Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by NVHC, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by NVHC of the completion of this Contract; or
2. Such time as the insurance is no longer required by NVHC under the terms of this Contract
3. Any insurance or self-insured available to NVHC shall be in excess of and non-contributing with any insurance required from the Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by NVHC, Contractor shall provide NVHC with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, Contractor shall

CONTRACT AWARD

immediately notify NVHC and immediately replace such insurance or bond with an insurer meeting the requirements.

C. General Requirements

Certificate Holder: Each certificate shall list those entities noted in CA.5 (A) above.

Additionally Insured: By Endorsement to the general liability insurance policy evidence by Contractor, NVHC, its officers & employees and Clark County Nevada, its officers, employees, and immune Contractors shall be named as additionally insured for all liability arising from this contract.

Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additionally insureds.

Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's clause.

Deductibles and Self-Insured Retentions: Insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by NVHC. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by NVHC.

Policy Cancellation: Except for ten (10) calendar days' notice for non-payment of premium, each insurance policy shall be endorsed to state that: without thirty (30) calendar days prior written notice to NVHC, the policy shall not be cancelled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Nevada Health Centers Inc. 3325 Research Way, Carson City, NV 89706

Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance: Prior to commencement of work, the Contractor must provide the following documents to Nevada Health Centers Inc. 3325 Research Way, Carson City, NV 89706.

1.Certificate of Insurance: Contractor shall furnish NVHC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to NVHC's Construction Manager.

2.Additional Insured Endorsement: An additional Insured Endorsement (CG20 10 or CG 20 26), signed by an authorized insurance company representative, must be submitted to NVHC to evidence the endorsement of **NVHC and Clark County Nevada** as an additional insured.

3.Schedule of Underlying Insurance Policies: If Umbrellas or Excess policy is evidenced to comply with the minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

CONTRACT AWARD

Review and Approval: Documents specified above must be submitted for review and approval by NVHC Purchasing and Contracts prior to the commencement of work by Contractor. Neither approval by NVHC nor failure to disapprove the insurance furnished by the Contractor shall relieve Contractor or Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees, or agents to NVHC or others, and shall be in addition to and not in lieu of any other remedy available to NVHC under this Contract or otherwise. NVHC reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

D. Commercial General Liability Insurance

Minimum Limits required:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

Two Million Dollars (\$2,000,000.00) – General Aggregate

Two Million Dollars (\$2,000,000.00) – Products and Completed Operations Aggregate

One Million Dollars (\$1,000,000.00) – Each Occurrence

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

NVHC, its officers & employees and Clark County Nevada, its officers, employees, and immune Contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to NVHC. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Contractor waives all rights against NVHC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against NVHC with respect to any loss paid under the policy.

E. Business Automobile Liability

Minimum Limit required:

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

CONTRACT AWARD

Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

Contractor waives all rights against NVHC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

F. Worker's Compensation and Employer's Liability Insurance

CONTRACTOR shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

CONTRACTOR waives all rights against NVHC and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability, or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

CA.5 SECTION 3 COMPLIANCE

Prior to issuance of the notice to proceed, the contractor must include the submission to and acceptance by Clark County of the necessary exhibits from the Clark County *Section 3 Compliance for Federally Funded Programs Policy and Procedure* document as provided in this bid package. The submission must include; Exhibit 3 ("*Section 3 – Worker Certification*"), Exhibit 4 ("*Section 3 - Contractor Acknowledgement and Action Plan*") and Exhibit 5 (Section 3 - *Prime Contractor Compliance Plan*).

CA.6 PENALTY FOR COLLUSION

If at any time, it is found that the Contractor has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which NVHC may suffer thereby, and NVHC may advertise for new bids for said Work. The Contractor further certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not; violate any existing Federal, State or Municipal laws or regulations concerning discrimination and/or price fixing.

CA.7 SUCCESSORS AND ASSIGNS

The performance of the Contract may not be assigned. Consent will not be given to any proposed assignment which would relieve the surety of the original Contractor of their responsibilities under the Contract, nor will NVHC consent to any assignment of a part of the Work under the Contract.

CA.8 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by NVHC, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CA.9 COPELAND ANTI-KICKBACK LAW

The Contractor shall comply with the Copeland Anti-Kickback 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

CONTRACT AWARD

construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

CA.10 NOTICE TO PROCEED

Within ten (10) calendar days of receipt of all required post-bid information, including bonds, insurances, executed Contract, schedule of values and approved project construction schedule, NVHC will issue the Notice to Proceed.

CA.11 TIME: COMPLETION OF PROJECT

A. Time

The successful Bidder, upon becoming the Contractor after having entered into a Contract with NVHC, shall commence the Work to be performed under the Contract on the date set by NVHC in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work within the number of working days stated in the Special Conditions after the date of the Notice to Proceed. Further, separable portions of the Work may be subject to milestone or specific dates as established in the Special Conditions.

The time specified above represents no overtime requirement. Any scheduling of overtime for this Project is solely that of the Contractor, unless specifically directed in writing by NVHC. NVHC will not be responsible for any costs related to overtime work performed unless it is specifically directed in writing by NVHC.

B. 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 within such additional time(s) as may be granted by formal action of NVHC, or the Contractor 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 NVHC, as liquidated damages, the sum specified in the Special Conditions for each working day for delay until such reasonable time as may be required for final completion of the Work, together with any increased costs incurred by NVHC in completing the Work.

Time stated for completion shall include the final cleanup and demobilization.

The signing of the Bid Proposal by the Bidder shall be prima facie evidence that the Contractor agrees that the amount of liquidated damages is fair and reasonable.

CA. 12 LIQUIDATED DAMAGES FOR LATE SUBMITTALS AND LAPSE OF INSURANCE

The Contractor shall provide all submittals required by this Contract within fifteen (15) calendar days of the Notice to Proceed. If the Contractor does not provide the submittals on or before the fifteenth (15th) calendar day, he/she will pay to NVHC the amount of Two Hundred Fifty Dollars (\$250) per day as liquidated damages. If the Contractor does not keep the bonds or insurance policies in effect or allows them to lapse, the Contractor will pay to NVHC the amount of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and will be in breach of Contract.

END OF CONTRACT AWARD

CONSTRUCTION CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2024, by and between Nevada Health Centers Inc. (NVHC), a Non-profit Nevada Corporation "**OWNER OR NVHC**", and _____, hereinafter referred to as "**CONTRACTOR**".
(construction company name)

WITNESSETH:

WHEREAS, The Chief Executive Officer for **OWNER** is authorized to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONTRACTOR'S** compensation under this agreement does utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT** titled ***Martin Luther King Health Center – Interior Remodel*** (hereinafter referred to as "Contract") are both necessary and in the best interest of **OWNER**; and

NOW, THEREFORE, in consideration of the previously mentioned premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL:**

This Contract shall not become effective until and unless approved by the Chief Executive Officer of NVHC.

2. **SCOPE OF WORK (Incorporated Contract Documents):**

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for this bid including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Section 3 Compliance, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the administrative headquarter of NVHC at 1799 Mount Mariah Dr., Las Vegas, NV 89106 or via NVHC's Website <http://www.nvhealthcenters.org/bids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, are incorporated herein and made a part of this Contract.

3. **CONTRACT TERM AND LIQUIDATED DAMAGES:**

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **OWNER** before

CONSTRUCTION CONTRACT

final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **OWNER** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **OWNER** will be paid the liquidated damages as specified in the Contract General Conditions (Section GC 3.13) for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **OWNER** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **OWNER** also reserves the right to deduct any amounts due **OWNER** from any monies earned by **CONTRACTOR** under this Contract.

4. **NOTICE:**

4.1 Except the bid and award process where notices may be limited to postings by **OWNER** on its Bid Opportunities website (www.nvhealthcenters.org/bids), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

(First and Last Name), (Title of Authorized Signer)
(Company Name)
(Street Address or PO Box Number)
(City, State Zip)
XXX-XXX-XXXX
email: XXXXXXXXXXXX

4.3 Notice to **OWNER** shall be addressed to:

Nevada Health Centers Inc.
Stacey Giomi, Director of Facilities (Construction Manager)
3325 Research Way,
Carson City, NV 89706
775-888-6661
sgiom@nvhealthcenters.org

5. **COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of _____ (Dollar amount written in words) and 00/100 (_____\$XXX,XXX.XX_____).

5.2 **OWNER** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

CONSTRUCTION CONTRACT

5.4 **OWNER** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **OWNER** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that NVHC does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **NVHC'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, OWNER or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **OWNER** materially breaches any material duty under this Contract and

CONSTRUCTION CONTRACT

any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **OWNER** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **NVHC** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **OWNER** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **OWNER** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **NVHC**, **OWNER** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **OWNER** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson **OWNER** if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **OWNER** may deem expedient.

6.3.4 If **OWNER** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

CONSTRUCTION CONTRACT

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **NVHC**. The amount to be paid to **CONTRACTOR** or **NVHC**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **NVHC**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **OWNER** arising from the termination of the operations of this Contract and the completion of the WORK by **OWNER** as provided above shall be paid for by any available funds held by **NVHC**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **OWNER** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **OWNER** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **OWNER** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **NVHC**; and

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6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **NVHC**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **OWNER** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor shall ensure employees' wages, including fringe benefits are paid weekly. Certified payroll reports must be uploaded weekly to the LCPTracker as used by Clark County Nevada. This report must include a statement of wages/benefits paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of NVHC and Clark County Nevada. The **CONTRACTOR** or subcontractor performing the project shall ensure that a copy of each record for each calendar month is received by NVHC no later than 15 days after the end of the month.

7.2 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.2.1 The Federal prevailing wage rates, as established by the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **OWNER** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly Federal prevailing wage must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week uploaded to LCPTracker

7.2.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

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(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

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

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

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

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

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

7.2.3 The original payroll records shall be certified and shall be uploaded weekly to LCPTTracker. Submission of such certified payroll shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect and upload the wage reports from the subcontractors and submit as one complete package.

7.2.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **NVHC**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **OWNER** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **NVHC**:

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

8.2 If the **OWNER** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written

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certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the OWNER pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

9. PREFERENTIAL EMPLOYMENT:

N/A

In compliance with the funding requirements, Clark County's Section 3 implementation requires that contractors and subcontractors shall make best efforts to provide employment and training opportunities to low-income workers based on the defined income limits and the qualifications provided for in Section 4 of the County's Section 3 Policies and Procedures. Moreover, the selection of subcontractors and lower tier contractors shall extend preference to certified Section 3 businesses subject to the provisions in Section 9 of the same regulations.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed, and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour.

OWNER may set off consideration against any unpaid obligation of **CONTRACTOR** to **NVHC**.

11. LIMITED LIABILITY:

OWNER will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **OWNER** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach.

CONTRACTOR'S tort liability shall not be limited.

12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of

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the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **NVHC**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **OWNER** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **OWNER** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **OWNER** harmless from, and defend **OWNER** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **NVHC**.

15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in NVHC'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in NVHCs solicitation and below in this Contract following the execution pages.**

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **NVHC**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **OWNER** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **OWNER**, and (2) **OWNER** has approved the insurance policies

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provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **OWNER** shall be a condition precedent to any payment of consideration under this Contract and **NVHC'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **OWNER** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **NVHC**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **OWNER** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **OWNER** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **OWNER** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **NVHC**, **CONTRACTOR** shall provide **OWNER** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **OWNER** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list both of the following as certificate holders.
Clark County Nevada Health Centers
500 S. Grand Central Pkwy, 3325 Research Way
Las Vegas, NV 89155-1510 Carson City, NV 89706

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The **OWNER** and Clark County Nevada its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **NVHC**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **NVHC**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days' prior written notice to **NVHC** if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Nevada Health Centers Inc., 3325 Research Way, Carson City, NV 89706. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to **NVHC**.

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15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Nevada Health Centers Inc., 3325 Research Way, Carson City, NV 89706:

15.16 **Certificate of Insurance:** Contractor shall furnish OWNER with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson OWNER Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to NVHC to evidence the endorsement of **OWNER and Clark County Nevada** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **OWNER** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **OWNER** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **OWNER** or others, and shall be in addition to and not in lieu of any other remedy available to **OWNER** under this Contract or otherwise. **OWNER** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 NVHC and Clark County Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to OWNER. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against OWNER with respect to any loss paid under the policy

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the NVHC. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against OWNER and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

16. **BUSINESS LICENSE:**

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his City of Las Vegas and Nevada State Business License to NVHC.

16.2 The business license shall continue in force until the later of: (1) final acceptance by **OWNER** of the completion of this Contract; or (2) such time as the business license is no longer required by **OWNER** under the terms of this Contract.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **NVHC**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **NVHC**. The parties do not intend to benefit any third party

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beneficiary regarding their respective performance under this Contract.

21. OWNER OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **OWNER** and all such materials shall be delivered into **OWNER** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **NVHC**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials licensed for use by **OWNER** that are subject to patent, trademark or copyright protection.

21.2 **OWNER** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **OWNER** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **OWNER** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014.

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

26.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier under the same or similar circumstances in the state of Nevada.

This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the **OWNER** takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date **OWNER** takes possession.

The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to **OWNERS** real or personal property, when that damage is the result of:

1. The Contractor's failure to conform to contract requirements; or
2. Any defect of equipment, material, workmanship, or design furnished.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

26.2 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

26.3 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

1. Obtain all warranties for supplied materials, parts, equipment, etc. that would be given in normal commercial practice;

CONSTRUCTION CONTRACT

2. Require all warranties to be executed, in writing, for the benefit of **OWNER**, and;
3. Enforce all warranties for the benefit of **OWNER**, if directed by the Construction Manager.

26.4 In the event the Contractor's warranty under paragraph 26.1 of this clause has expired, the **OWNER** may bring suit, at its expense, to enforce a subcontractor's, manufacturer's, or supplier's warranty not otherwise honored.

26.5 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the **OWNER** nor for the repair of any damage that results from any defect in **OWNER**-furnished material or design.

26.6 This warranty shall not limit the **OWNER'S** rights with respect to latent defects, gross mistakes, or fraud.

26.7 Within 30-days of completion of the project, Contractor will furnish to **OWNER** a complete "owner's manual" including warranty information, operating manuals, assembly manuals, instruction manuals, etc. for each installed plumbing, electrical, or mechanical component and/or any attached fixtures.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by NVHC and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **OWNER** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial action may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **NVHC**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Clark County, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties, and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a

CONSTRUCTION CONTRACT

particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **OWNER** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Nevada Health Center

Stacey Giomi, Director of Facilities (Construction Manager)

Nevada Health Centers Inc.

3325 Research Way

Carson City, Nevada 89706

Telephone: 775-888-6661

Fax: 775-888-4973

sgiomi@nvhealthcenters.org

By: _____

Walter B. Davis, Chief Executive Officer

Dated _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION CONTRACT

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: (Legal Signers – First & Last Name)

TITLE: XXXXX

FIRM: XXXXXX

NEVADA CONTRACTORS LICENSE #: XXXXX

Address: (Street Address or PO Box #)

City: XXXXXXXXXXXX **State:** XX **Zip Code:** XXXXX

Telephone: XXX-XXX-XXXX

E-mail Address: XXXXXXXXXXXX

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION CONTRACT

PERFORMANCE BOND

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that

I/we _____
_____ as Principal, hereinafter called
CONTRACTOR, and

_____ a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Nevada Health Centers a non-profit corporation registered in the State of Nevada, hereinafter called NVHC, for the sum of \$ _____ (state sum in Words) _____

_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with NVHC for the project entitled **MARTIN LUTHER KING HEALTH CENTER – INTERIOR REMODEL** in accordance with drawings and specifications prepared by NVHC and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by NVHC and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by NVHC to be in default under the Contract, NVHC having performed NVHCS obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by NVHC and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and NVHC, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by NVHC to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by NVHC to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than NVHC or successors of NVHC.

CONSTRUCTION CONTRACT

PERFORMANCE BOND

Continued for project entitled MARTIN LUTHER KING HEALTH CENTER – INTERIOR REMODEL

BY:	(Signature of Principal)
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By:	(Signature of Notary)

Subscribed and Sworn before me this _____ day of _____, 2024

(Notary Stamp)

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

CONSTRUCTION CONTRACT

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called
CONTRACTOR, and

_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called
the Surety, are held and firmly bound unto Nevada Health Centers a non-profit corporation registered in
the State of Nevada, hereinafter called NVHC, for the \$ _____ Dollars
(state sum in words) _____
for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract
with NVHC for the project entitled **MARTIN LUTHER KING HEALTH CENTER – INTERIOR REMODEL**
in accordance with drawings and specifications prepared by NVHC and which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and
material used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with NVHC that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. NVHC shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, NVHC, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

CONSTRUCTION CONTRACT

- b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.
- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

CONSTRUCTION CONTRACT

LABOR AND MATERIAL PAYMENT BOND

Continued for project entitled MARTIN LUTHER KING HEALTH CENTER – INTERIOR REMODEL

BY:	(signature of Principal)
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)

Subscribed and Sworn before me this _____ day of _____, 2024

(Notary Stamp)

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

GENERAL CONDITIONS

SECTION 1.0 INTENT, DEFINITIONS, ABBREVIATIONS

GC 1.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Drawings and Specifications is to describe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. The Contractor shall provide Nevada Health Centers Inc. (NVHC) with a complete and operable Work of improvement as defined by the Contract Drawings and Specifications.

The Contractor shall furnish tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and complete manner.

The Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Standard Specifications, Drawings and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner. It is recognized, however, that unless otherwise required by the Contract the Contractor is not acting in the capacity of a design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. If specific lines, grades, and dimensions are not shown on the Drawings, those furnished by the Engineer shall govern.

Anything mentioned in these Specifications and not indicated on the Contract Drawings, or anything indicated on the Contract Drawings and not mentioned in these Specifications, shall be in the same force and effect as if indicated or mentioned in both.

In the event the materials and/or equipment are to be furnished by NVHC this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

GC 1.2 PARTIAL INVALIDITY

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

GC 1.3 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The Bidding and Contract Documents include various divisions, sections, and conditions that are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

- a. Permits from City Departments and other Agencies as may be required by law
- b. Change Orders
- c. Contract
- d. Addenda
- e. Special Conditions
- f. Technical Specifications
- g. General Conditions
- h. Contract Drawings
- i. Reference Specifications

GENERAL CONDITIONS

With reference to Contract Drawing, the order of precedence is as follows:

- 1) Addenda/Change Order Drawings govern over any other Drawing
- 2) Figures govern over scaled dimensions
- 3) Contract Detail Drawings govern over Contract General Drawings
- 4) Contract Drawing govern over Standard Details

GC 1.4 HEADINGS

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

GC 1.5 DEFINITIONS

The words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import refer to actions, expressions, and prerogatives of NVHC, Design Consultant, or Construction Manager.

Each gender work includes the masculine, feminine and neuter genders. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, are used for the sake of brevity, and are intended to refer to persons of either sex and, if applicable, to the neuter gender.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - The formal action by the CEO of NVHC in accepting the work as being complete. See Final Acceptance.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the Work, shall not be construed as an Act of God.

Addenda - Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings, and specifications by additions, deletions, clarifications, or corrections. All addenda become part of the Contract Documents.

Agreement - The written Contract covering the performance of the Work as more fully described in the Contract Documents.

As Shown. As Indicated. As Detailed - Where these words or words of similar import are used, it shall be understood that reference to the Drawings is made unless stated otherwise.

As Directed. As Permitted. As Approved - Where these words or words of similar import are used, it shall be understood that written direction, requirements, permission, approval or acceptance of the Construction Manager is intended unless otherwise stated.

Bid - The offer or proposal of the Bidder submitted on the prescribed forms setting forth the price for the Work to be performed.

GENERAL CONDITIONS

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Bond(s) - Bid, Performance, or Payment Bonds and Guarantee and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Every day shown on the calendar.

Cardinal Change - A change required by NVHC which requires the Contractor to build a fundamentally different Project than originally planned.

Change Order - A written order to the Contractor authorizing an addition, deletion, or revision of the work within the general scope of the Contract, or an adjustment in the contract price or time. Also referred to as a Contract Change Order.

Construction Completion or Completion of Work - Construction completion is when all work is complete, including punch list items, final cleanup, demobilization and submittal of final documentation, in accordance with the contract documents.

Construction Conflicts - Conflicts which may occur whenever corrections, alterations, or modifications of the Work under this Contract are ordered and approved by NVHC and change the character of the Work, the amount of the Work or the period of time in which to complete said Work.

Construction Inspector - The person designated by NVHC to act as its representative at the construction site, or remote locations, to perform construction inspection services.

Construction Manager - The person designated in writing by NVHC to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with NVHC shall be through the Construction Manager. Note: The Construction Manager may also act as the Construction Inspector

Construction Schedule - A graphic document that is computer generated which utilizes "critical path method" or "bar chart method" for scheduling projects. The construction schedule is supported by reports that can be generated to demonstrate relationships and logic.

Contract - The written agreement between NVHC and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to the performance of the work, the furnishing of labor and materials, and the basis of payment.

Contract Completion Date - The date set forth in the Contract documents for the completion of all Contract work, including all punch list work, final cleanup and demobilization.

Contract Documents - The words "Contract Documents" shall mean any or all of, but not limited to, the following items, as applicable: Notice to Contractors, Instructions to Bidders, Bid Bond, Bid Proposal Summary, Contract Award Instructions, Contract, Performance Bond, Labor and Material Payment Bond, General Conditions, Prevailing Wage Rates, Permits, Special Conditions, Standard Specifications, Technical Specifications, Drawings, Addenda, if any, Executed Change Orders, if any, Notice of Award, and Notice to Proceed. Each of these items is to be considered by reference as part of the Contract Documents. Also referred to as the Contract.

GENERAL CONDITIONS

Contract Price - The total amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the Bid Proposal, with adjustments made in accordance with the Contract. Said total amount shall include all sales, use, and other consumer taxes related to the work. The base amount given in the Bid Proposal shall be either a lump sum Bid or the summation of the unit price Bids multiplied by the estimated quantities set forth in the Bid form. Also referred to as the Contract Amount.

Contract Time - Number of working days stated in the Contract Documents for the completion of the Work, including all authorized time adjustments.

Contractor - The person or persons, firms, partnership, corporation, joint venture, or combination thereof, who have entered into the Contract with NVHC. "Contractor" shall mean the principal Contractor as defined by NRS 624.020 or his/her authorized representative.

Contractor's Plant and Equipment - Equipment, material, supplies, tools and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Day(s) - See Calendar Day(s). A twenty-four hour time period beginning at 12 midnight of day one and terminating at 12 midnight of the same day.

Design Consultant - The engineer, architect or other licensed professional designated by NVHC to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

Drawings - Refers to the Contract Drawing, profiles, cross sections, elevations, details, and other working Drawings and supplementary Drawings, or reproductions thereof, signed by the Design Consultant and bearing the appropriate Professional seal, approved by NVHC, and are referred to in the Contract Documents. Drawings show the location, character, dimensions, and details of the Work to be performed. The term "plans" has the same meaning as the term Drawings.

Extra Work - An item of work not provided for in the Contract as awarded but found essential by the Engineer to the satisfactory completion of the Contract within its intended scope.

Field Directive - Written documentation of the actions of NVHC or Construction Manager in directing the Contractor. Also referred to as a Work Directive.

Field Order - A written instruction given to the Contractor by NVHC or the Construction Manager, authorizing Work that is a change to the scope of Work, to be carried out on a time and materials basis, or a negotiated lump sum. Also referred to as a Work Directive.

Final Acceptance - The formal acceptance by NVHC of the Work for an entire Contract, which has been completed in all respects (including submittal of the operation and maintenance manuals, equipment start-up and testing, warranty of title, and submittal of record drawings, lien and claims releases, and warranty), in accordance with the Contract Documents and any modifications thereof previously approved.

Final Completion - Final completion is when construction is complete and NVHC has accepted the work.

GENERAL CONDITIONS

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the Contract is to be administered.

Holidays - Legal holidays observed by NVHC.

Inspector- The authorized representative of NVHC assigned to observe the work or materials therefor.

Intermediate Completion- Intermediate Completion is the stage in the progress of the work when an element, section, or division of the Work is sufficiently complete in accordance with the contract documents so that NVHC can occupy or utilize the essential component(s) of the contractually defined element, section or division of the Work for its intended purpose.

Laboratory - The designated materials testing laboratory authorized by NVHC to test materials and Work involved in the Contract.

Liquidated Damages - Money to be paid to NVHC or to be deducted from any payments due to the Contractor for each day's delay in achieving substantial completion by the deadline in the approved schedule.

Major Bid Item - Any bid item whose unit bid item price extension is 5 percent or more of the total Contract Price.

Notice of Award - A written notice by NVHC to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed - The written notice by NVHC to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. B) Material Only Notice to Proceed - Written notice by NVHC to the Contractor authorizing the Contractor to proceed with ordering materials, preparing shop Drawings, and acquiring permits only.

Owner - Nevada Health Centers Inc. which has contracted for the performance of the Work.

Owner's Representative - The person designated in writing by NVHC to act as its agent on specified matters relating to this Contract. The Owner's Representative may or may not be the Engineer, the Construction Manager, or the Design Consultant.

Plans - All drawings or reproductions thereof pertaining to details of the Work and which are made a part of the Contract Documents. The term "Plans" has the same meaning as "Drawings". See Drawings

Project - The undertaking to be performed under the provisions of the Contract.

Provide - Shall be understood to mean furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Reference Documents - Bulletins, Standards, Rules, Methods of Analysis or Test, Codes and Specifications of public or private agencies, Engineering Societies, or Industrial Associations. Reference

GENERAL CONDITIONS

shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Invitation for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition.

Right-of-Way - The area provided by NVHC for use in constructing the work covered by the Contract, including appurtenances thereto. The right-of-way so designated may be either temporary or permanent.

Schedule of Values - A list of all major items, or those requested by NVHC, including their respective quantities and unit prices for all Work and materials furnished by the Contractor in order to comply with the contract drawings and specifications, whether or not indicated in the approximate quantities or pertaining to the items of work listed therein.

Service Connection - All or any portion of a pipeline including sewer laterals, conduit, wire, cable or duct, including meters between a utility main distribution line and an individual customer or customers when served by a single connection.

Service Provider - A service provider is an organization, company, or business that provides a service for the Work, but does not perform the Work at the Project site.

Shall - Refers to actions by either the Contractor or NVHC and means the Contractor or NVHC has entered into a covenant with the other party to do or perform the action.

Shop Drawings - All diagrams, drawings, illustrations, brochures, schedules, and all other data or submittals required by the Contract to be furnished by the Contractor illustrating fabrication, installation, dimensions, and other aspects of the Work.

Site - The property as described in the Special Conditions or as shown on the Drawings where the Project is to be constructed. See Work Area.

Special Conditions - Part of the Contract Documents that establishes special requirements peculiar to the Work and supplementary to the General Conditions.

Specifications - That part of the Contract Documents consisting of the General Conditions, Special Conditions, applicable Standard Specifications, Technical Specifications, other named standard specifications.

Subcontractor - A subcontractor is a person or entity who has a direct Contract with the Contractor to perform Work at the Site. The term subcontractor means a subcontractor or subcontractor's authorized representative.

Submittals - The information which is specified for submission to the Construction Manager in accordance with the specifications.

Substantial Completion - Substantial Completion is the stage in the progress of the Work when all Work is sufficiently complete in accordance with the Contract Documents so NVHC can occupy or utilize the essential components of the Project for its intended use.

GENERAL CONDITIONS

Sub-subcontractor - A sub-subcontractor is a person or entity who has a Contract with a subcontractor to perform any of the Work at the Site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Superintendent - the Contractor's authorized representative in responsible charge of the Work.

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a subcontractor or a sub-subcontractor, also referred to as Vendor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Technical Specifications- The specialized directions, provisions, and requirements of the Contract Documents for materials, equipment, construction systems, standards, and workmanship.

Title and Headings - The titles or headings of the section and subsections in the Contract Documents are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Total Base Bid - The base amount given in the Bid Schedule as either a lump sum bid, or the summation of the unit price bids multiplied by the estimated quantities as set forth in the bid form.

Utility- Public or private fixed improvement for the transportation of fluids, gases, power, signals, or communications and shall be understood to include tracks, overhead and underground wires, cables, pipelines, conduits, ducts, sewers or storm drains.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Work Area - That area which is defined on the Contract Drawings as NVHC's Right-of-Way and/or temporary easement available to the Contractor for construction purposes. See Site.

Work Directive - A written directive to the Contractor issued after the effective date of the Contract and signed by NVHC's Construction Manager ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen conditions under which the Work is to be performed, or to emergencies. A Work Directive may not change the Contract Price or Contract Time, but is the basis and evidence that the parties expect that the change directed or documented by the Work Directive will be incorporated in a subsequently issued Change Order following negotiations of the parties as to its effect, if any, on the Contract Price or Contract Time.

Working Day - A calendar day on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for at least 5 hours of the day with at least seventy-five (75) percent of the normal working force engaged in performing the current critical item(s) of work on the latest favorably reviewed Construction Schedule, exclusive, however, of Saturdays, Sundays, recognized holidays, and any day that is incumbent upon the Contractor, by means of a Master Labor Agreement, to observe as a holiday. However, if the Contractor elects to work on such days, those days will be considered as a working day.

GC 1.6 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviations Stand For

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AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Association of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CBR	California Bearing Ratio
COE	Department of the Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DFPA	Douglas Fir Plywood Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FHWA	Federal Highway Administration
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
MUTCD	Manual on Uniform Traffic Control Devices
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NDEP	Nevada Department of Environmental Protection
NDOT	Nevada Department of Transportation
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOSHA	Nevada Occupational Safety and Health Act
NRS	Nevada Revised Statutes
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act

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PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
TCA	Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
U/L or UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau

SECTION 2.0 CONTRACT ADMINISTRATION AND RESPONSIBILITIES: OWNER'S REPRESENTATIVE, CONSTRUCTION MANAGER, DESIGN CONSULTANT AND CONTRACTOR

GC 2.1 ADMINISTRATION

The Owner's Representative, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities, and limitations of authority of the Design Consultant and the Construction Manager as the representatives of NVHC during construction, as set forth in the Contract Documents, will not be modified or extended without approval of NVHC.

In case of the termination of the employment of the Design Consultant or the Construction Manager, NVHC shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that of the former Design Consultant or Construction Manager, respectively.

GC 2.2 OWNER'S REPRESENTATIVE

2.2.1 GENERAL

The Owner's Representative has the authority to act on behalf of NVHC on change orders, progress payments, Contract decisions, acceptability of the Contractor's work, and early possession.

2.2.2 CHANGE ORDERS

The Owner's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

2.2.3 PROGRESS PAYMENTS

The Owner's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

2.2.4 CONTRACT DECISIONS

Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the Owner's Representative in accordance with the provisions of the Contract.

2.2.5 ACCEPTABILITY OF WORK

The Owner's Representative has the authority to make the final determination of the acceptability of the Work. The Owner's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of non-conforming work as provided.

GC 2.3 CONSTRUCTION MANAGER

2.3.1 GENERAL

The Construction Manager is a representative of NVHC employed to act as advisor and consultant to NVHC in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to NVHC or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of NVHC only to the extent provided in the Contract Documents. NVHC has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work under the Contract. The Construction Manager shall interpret

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the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

2.3.2 REPRESENTATIVE

The Construction Manager will generally be represented at the site by a resident Construction Manager, a resident engineer, or a resident inspector who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Construction Manager shall not be responsible for the Contractor's construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

2.3.3 INSPECTION OF CONSTRUCTION

The Construction Manager shall have the authority to reject Work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

The Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Contract Documents. The inspector is authorized to call to the attention of the Contractor any failure of the Work, materials, or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

2.3.4 ACCEPTABILITY OF THE WORK

The Construction Manager shall make a recommendation to NVHC as to the acceptability of the Work.

2.3.5 CHANGE ORDERS

The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost or time extension to NVHC.

2.3.6 CONSTRUCTION SCHEDULE

The Construction Manager has the authority to review and recommend acceptance of the Progress Schedule submitted by the Contractor at the start of the Work and subsequent revisions for conformance to the specified sequence of work and logic.

2.3.7 PROGRESS PAYMENTS

The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

2.3.8 FINAL ACCEPTANCE

The Construction Manager, with the assistance of the Design Consultant, will conduct inspections to determine substantial completion and final construction completion of the Work, and will receive and forward to NVHC, for NVHC's acceptance, written warranties, and related documents required by the Contract and assembled by the Contractor. The Construction Manager will recommend acceptance of the work by NVHC.

GC 2.4 DESIGN CONSULTANT

2.4.1 GENERAL

The Design Consultant will have the authority to act on behalf of NVHC to the extent provided in the Contract Documents.

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2.4.2 INTERPRETATIONS

The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests of the Contractor to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by NVHC, any Work done before receipt of such interpretations, if not in accordance with same, is subject to being removed and replaced or adjusted as directed by the Construction Manager without additional expense to NVHC.

2.4.3 ACCEPTABILITY OF THE WORK

The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

2.4.4 SITE OBSERVATIONS

The Design Consultant may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.5 SUBMITTALS

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals of shop drawings, product data, and samples for conformance with the design concept of the Work and the Contract Documents.

GC 2.5 NVHC

2.5.1 GENERAL

NVHC, acting through the Owner's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

2.5.2 ATTENTION TO WORK

NVHC shall notify the Contractor of the name of the individual designated as the Owner's Representative and the name of the individual designated by the Construction Manager to act as the Construction Manager's representative with NVHC's authority. The Construction Manager's designated representative will regularly be at the site of the Work.

2.5.3 INSPECTION

In addition to the Construction Manager, NVHC may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for its decision.

In accordance with CDBG guidelines, the Owner, Clark County, or the funder (U.S. Department of Housing and Urban Development) will be onsite and conducting interviews with employees to ensure compliance with prevailing wage requirements and other matters related to CDBG compliance. Such visits may include inspection of site work and general monitoring of construction progress.

Separate and independent from the inspection above, the Project may be inspected by Building Officials or other agency officials (i.e. Fire Officials, Clark County Officials, etc.) for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

If upon routine inspection by NVHC a problem is found that creates a safety hazard for either NVHC employees or the general public and the General Contractor or subcontractor is not on site, NVHC

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employees are authorized and will correct the safety hazard and the General Contractor will be charged for NVHC's labor, materials and equipment for making the correction.

2.5.4 NVHC'S RIGHT TO CARRY OUT THE WORK

If the Contractor and/or his/her surety defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from NVHC to commence correction of such default or neglect with diligence and promptness, NVHC may make good such deficiencies.

Whenever, in the opinion of the Construction Manager, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the Work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such negligence, and whenever in the opinion of the Construction Manager, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event the Construction Manager may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Construction Manager may consider necessary and adequate. In either case, the cost of correcting such deficiencies shall be deducted from the payments due the Contractor.

The performance of such emergency work under the direction of the Construction Manager shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Construction Manager.

2.5.5 NVHC'S RIGHT TO USE OR OCCUPY

NVHC reserves the right to use the sewer, water, reclaimed water, storm drains and roadway systems as well as the right to occupy and use any completed part or parts of the Work, providing these parts and facilities have been approved for use or occupancy by the local building official.

Prior to such occupancy or use, NVHC and Contractor shall agree, in writing, regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work, NVHC shall not make any use which will materially increase the cost to the Contractor without increasing the Contract Amount, nor materially delay the completion of the Contract without extending the time for completion.

2.5.6 NVHC'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

NVHC reserves the right to perform the Work related to the Project with NVHC's own forces, and to award separate Contracts in connection with the Project or other Work on the site under these or similar Conditions of the Contract, so long as NVHC's separate work does not unreasonably interfere with Contractor's Work. NVHC's other contractors shall be required to coordinate their work with Contractor to minimize any disruption of Contractor's Work. If the Contractor claims that delay, damage, or additional cost is involved because of such action by NVHC, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate agreement. NVHC will provide for the coordination of the Work of NVHC's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith.

2.5.7 PROPERTY RIGHTS IN MATERIALS

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the Site of the Work, or stored subject to or under the control of NVHC. All such materials shall become the property of NVHC upon being so attached or affixed or upon payment for materials delivered to the Site of the Work or stored subject to or under the control of the NVHC.

Soil, stone, gravel, and other materials found at the Site of the Work and which conform to the plans and specifications for incorporation into the Work may be used in the Work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

2.5.8 OBSERVED HOLIDAYS

The following are the legal Holidays observed by NVHC. The Contractor shall not perform any Work on an

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observed Holiday without prior written approval of NVHC. When the holiday falls on a Saturday, it is observed the prior Friday; when the holiday falls on a Sunday it is observed on the following Monday:

New Years Day - January 1st
Martin Luther King Day - 3rd Monday of January
Presidents Day - 3rd Monday of February
Memorial Day - last Monday of May
Independence Day - July 4th
Juneteenth – June 19th
Labor Day - 1st Monday of September
Thanksgiving Day - 4th Thursday of November
Family Day - 4th Friday of November
Christmas Day - December 25th

2.5.9 AUDIT OF RECORDS

NVHC, acting through its Internal Auditor or an outside-appointed auditor, may audit or direct the audit of any and all records of the Contractor pertaining to this Contract. In case any portion of this Contract is funded through another agency, they, too, shall have the right to audit any and all records of the Contractor pertaining to this Contract. Contractor agrees by entering this Contract to provide access to any and all records of Contractor pertaining to this Contract for a period of three (3) years after Contract acceptance.

2.5.10 ATTORNEY'S FEES

In the event either party files a complaint or writ against the other and is not a prevailing party, the filing or moving party shall pay the other its reasonable attorney fees and costs. Reasonable attorney fees shall be \$300.00 per hour.

GC 2.6 CONTRACTOR

2.6.1 OFFICE

The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication. Should the Contractor not maintain an office at the Project site, the Contractor shall notify the Construction Manager regarding the Contractor's legal address for its receipt of Project documents.

2.6.2 CONTRACTOR'S REPRESENTATIVE

The Contractor shall notify NVHC in writing of the name of the person and an alternate, if applicable, who will act as the Contractor's Representative(s) and shall have the authority to act in matters relating to this Contract.

The Contractor, acting through its Representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's Representative shall be an employee of the Contractor.

Before initial work is begun on the Contract, the Contractor shall file with the Construction Manager addresses and telephone numbers where the Contractor's representatives can be reached for emergency call outs during all hours, including nights and weekends, when work is not in progress.

2.6.3 CONSTRUCTION PROCEDURES

The Contractor will supervise and direct the Work. The Contractor shall determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where NVHC, to define the quality of an item of work, specifies in the Contract a means, method, technique, sequence, or procedure for construction of that item of Work.

2.6.4 CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety, adequacy, efficiency, and sufficiency of its employees.

If any person employed by the Contractor or its subcontractors, appear to the Construction Manager to be disorderly, disrespectful, rude, or intoxicated, such person shall be discharged from the site immediately by the Contractor.

2.6.5 SUBCONTRACTORS

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Subcontractors will not have a direct relationship with NVHC. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to NVHC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any Contractual relationship between any subcontractor and NVHC. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, NVHC, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall employ only subcontractors who are properly licensed in accordance with Nevada State Law. Changes to subcontractors listed in the Bid shall be made only with the approval of NVHC.

2.6.6 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

2.6.7 NVHC-CONTRACTOR COORDINATION

A. Service of Notice

Notice, order, direction, request, or other communication given by the Construction Manager or NVHC to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative, or to the Contractor's address provided in the Bid Proposal.

B. Suggestions to Contractor

Plans or methods of work suggested by NVHC, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, are not required to be adopted or followed by Contractor. If they are adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. NVHC, Construction Manager, or the Design Consultant assume no responsibility therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such suggested plan or method of work.

C. Cooperation

The Contractor shall conduct its operations so as to interfere as little as possible with those of other contractors or subcontractors on or near the Work. It is expressly understood that NVHC has the right and may award other contracts in connection with the Work so long as it does not unreasonably interfere with the Work under this Contract. NVHC's other contractors shall be required to coordinate their work with Contractor to minimize any disruption of Contractor's Work

The Contractor shall afford NVHC, the Construction Manager and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with the others as required by the Contract Documents.

Contractor is in no way responsible or liable for any work performed by NVHC or its separate contractors and is not responsible to inspect such other work to confirm that such work has been properly performed. If any part of the Contractor's Work depends for proper execution or results upon the Work of NVHC or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects that it becomes aware of in such other work that render it unsuitable for such proper execution and results. If Contractor becomes aware of any defects or deficiencies in work performed by NVHC or NVHC's separate contractors that affects Contractor's Work, failure of the Contractor to so report shall constitute an acceptance of NVHC's or separate Contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, NVHC shall arrange meetings with other contractors performing work on behalf of NVHC to plan coordination of construction activities. NVHC shall keep the Contractor informed of the planned activities of other contractors.

Differences and conflicts arising between the Contractor and other contractors employed by NVHC or between the Contractor and the workers of NVHC with regard to their work shall be submitted to the

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Construction Manager for his/her decision in the matter. If such separate contractor files a claim against NVHC on account of any delay or damage alleged to have been caused by the Contractor, NVHC shall notify the Contractor who shall, at NVHC's election, defend such claims at the Contractor's expense. If any judgment or award against NVHC arises from any such claim whether defended by NVHC or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse NVHC for all fees, including attorneys' fees, and costs which NVHC has incurred or for which it is liable.

2.6.8 PERMITS

Unless specifically stated in the Special Conditions to be provided by NVHC, the Contractor shall apply for, obtain, and comply with all terms, conditions and requirements attached to all permits, licenses, and agreements required by federal, state, or local agencies to perform work, construct, erect, test and start up any equipment or facility for this Contract. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of NVHC and provide the permit in an appropriate file folder when NVHC accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the Work.

The Contractor shall apply for and obtain in its name all necessary permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. Code inspections will be coordinated with the Construction Manager. The Contractor shall comply with all conditions stipulated in the permits. The Contractor shall include in its Bid the fees for any permits and inspections that are required.

The Contractor shall also apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or false work) and demolition required by OSHA. Any permits, licenses, agreements, and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by NVHC shall be included in the Contractor's Bid price. The cost of inspections associated with complying with permits, licenses, and agreements are to be included in the bid price. No time extensions shall be granted for time lost due to violations of permits.

The Contractor shall submit copies of all required Permits to the Construction Manager prior to proceeding with the Work covered by the respective Permits. If copies of all required Permits are not submitted to the Construction Manager prior to proceeding with the Work covered by the respective Permits, the Construction Manager may suspend the Work on the entire project, without any additional time or compensation to the Contractor, until the copies of the Permits are received.

2.6.9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until final acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein, the Contractor shall bear the risk of injury, loss, or damage to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause, before its completion and acceptance, and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and proximately caused by acts of NVHC. Where necessary to protect the work or materials from damage, the Contractor shall, at his/her expense, provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of his/her responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instruction or authorization, is authorized to act at his/her discretion to prevent such threatened loss or injury.

The Contractor shall be responsible for marking in the field upon receipt of a USA Call Before You Dig request from NVHC, the location of the underground facilities installed by the Contractor, until such time as NVHC accepts in writing, the responsibility for marking the facilities installed by the Contractor. NVHC shall not be responsible for any damage to the facilities due to Contractor's failure to properly mark the facilities.

2.6.10 SURVEYS, LINES AND GRADES

The Contractor shall be responsible for all construction surveying and the setting of all construction control stakes. All construction surveying must be performed by the designated Project Surveyor who shall be a Nevada Licensed Professional Land Surveyor, or the Surveyor's subordinates. Contractor shall provide the name, license number and contact information of the Project Surveyor to the Construction Manager prior to the start of Work.

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The Contractor shall be responsible for directing the Project Surveyor to establish all the survey control staking to accomplish the Work within the tolerances established in the Technical Specifications and per the requirements of the Nevada Administrative Code, for Construction Surveys, Sections 625.760 through 625.780.

2.6.11 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of existing and pending county, state, and national laws and regulations and all municipal ordinances and regulations of NVHC and of all such orders and decrees of bodies having any jurisdiction or authority over the same that affect Contractor's Work. The Contractor shall protect and indemnify NVHC and its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations or orders, whether by the Contractor or its employees. If Contractor discovers any violation of any such law in the drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing. It is recognized, however, that unless otherwise required by the Contract the Contractor is not acting in the capacity of a design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations.

The Contractor shall 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 applicable NRS. The laws of the State of Nevada will govern as to the interpretation, validity and effect of the Bid, its award, and the Contract.

A. Certified Payrolls are Required

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. All certified payroll records must be submitted utilizing LCPTracker. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub- Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to NVHC as one complete package.

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to NVHC, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him/her, or is not reported to NVHC as required by NRS 338.070.

Federal Funds apply to the project, therefore NVHC can elect to withhold \$50 for each calendar day or portion thereof that each worker employed on the public work is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work from the General Contractor until reports are received in accordance with section 5.5(a)(2) of Regulations, 29 CFR Part 5.

2.6.12 SAFETY

A. Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA) Standards, the Nevada Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make NVHC, the Construction Manager or any party other than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the Project. The Contractor shall indemnify, defend (not excluding NVHC's right to participate) and hold harmless NVHC, Construction Manager, or other authorized representatives of NVHC, from and

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against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to the Construction Manager, NVHC and OSHA. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor because of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

B. Emergencies

In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Construction Manager prompt notice if the Contractor believes that any changes in the Work or variations from the Contract Documents have been caused thereby. The Contractor shall not resume construction during an emergency, or after an emergency until directed to by the Construction Manager.

C. Safety Violations

NVHC shall have the authority to require the removal from the Project of any employee in responsible charge of the Work where safety violations occur.

2.6.13 FIRE PREVENTION AND CONTROL

Before setting any fires whatsoever, the Contractor shall notify the responsible Federal, State, or local agency having jurisdiction for the area concerned. The Contractor shall abide by such rules and instructions as to fire prevention and control and as to the place for burning as the Federal, State, or local agency having jurisdiction may prescribe. The Contractor shall take all necessary steps to prevent his/her employees from setting fires not required in the prosecution of the work. The Contractor shall be responsible for preventing the escape of fires set in connection with the work and shall under the direction of the appropriate agency, or, in the absence of an officer from any such agency, acting independently, extinguish all fires which may escape the work, whether or not set directly or indirectly as a result of his/her operations.

The Contractor shall be fully responsible for any damage caused to public and/or private property as a result of his/her burning operations, and shall leave no fires unattended at any time during these operations. He/She shall have available at the site at all times when burning is in progress, adequate equipment to extinguish the fires set by him/her, and to control the spread of fire outside of the burning areas. Burning during high wind conditions shall be expressly prohibited in order to prevent fire hazard, regardless of the prevailing season.

2.6.14 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

It is recognized that unless otherwise required by the Contract the Contractor is not acting in the capacity of a design professional, and that the Contractor's examination of the Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, defects, deficiencies, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. If Contractor discovers any such defect, error, omission, deficiency, or inconsistency, it must promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor discovers an error, omission, defect, or deficiency, or

insufficiency and fails to promptly notify the Construction Manager in writing of the same,, the Contractor waives any right to assert that defect or insufficiency in design, materials, or specified method at any later date in any legal or equitable proceeding against NVHC, or in any subsequent arbitration or settlement conference between NVHC and the Contractor.

The Construction Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after he/she comes to the belief that a defect or insufficiency exists in materials, or specified method which is directly or indirectly affected by such alleged defect or insufficiency in design, materials, or specified method will be at his/her own risk and he/she shall bear all costs arising therefrom.

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If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the specifications and the plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the plans or in any survey, he/she shall promptly notify the Construction Manager of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he/she shall promptly notify the Construction Manager in writing of such conflict. The Construction Manager, on receipt of any such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after his/her discovery of such error, discrepancy, or conflict will be at his/her own risk and he/she shall bear all costs arising therefrom.

2.6.15 INDEMNIFICATION

The Contractor hereby agrees to indemnify, hold harmless, and defend, not excluding NVHC's right to participate, the Construction Manager, NVHC and its elected officials, officers, employees, agents, volunteers, other retained consultants and representatives, from and against any and all liability, claims, actions, damages, legal or administrative proceedings, losses and expenses, including without limitations, reasonable attorney's fees and costs (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, penalties, fines, judgments, or decrees by reason of any death, injury or disability to or of any person and/or damages to any property or business, including loss of use, arising out of any alleged negligent or willful acts, errors or omissions of the Contractor, Contractor's employees, agents, or subcontractors arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of the Work under this Contract.

The Contractor guarantees the payment of all claims for materials, supplies and labor, and all other claims against it or any subcontractor, made in connection with this Agreement

2.6.16 INSPECTIONS

The Right of inspection and acceptance or rejection of contracted work by NVHC shall not make the Contractor an agent of NVHC, and the liability of the contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such inspections.

2.6.17 CONTRACTORS AND INDEPENDENT CONTRACTOR

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not NVHC's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and Nevada State revenue and taxation laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from NVHC, that it has full opportunity to find other business, that it has made its own investment in its business and that it will utilize industry standard of care necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and NVHC, and NVHC will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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SECTION 3.0 PROGRESS OF WORK, MEETINGS, SCHEDULES

GC 3.1 BEGINNING OF WORK

The Contractor shall begin work within ten (10) calendar days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the Contract Time.

GC 3.2 PERFORMANCE OF THE WORK

Unless otherwise specified in the Special Conditions, the Contractor shall furnish all materials, labor, permits, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the time specified.

GC 3.3 PLANS AND SPECIFICATIONS FURNISHED BY NVHC

NVHC will furnish to the Contractor, free of charge, up to three (3) copies of the contract drawing and specifications. Additional sets shall be provided by NVHC at cost of NVHC's standard billing rate for labor of reproduction and the cost of reproduction itself. The three (3) sets of plans and specifications shall be available to the Contractor at the time he/she receives the notice to proceed.

The location of the Work, its general nature and extent, and the form and detail of the various features are shown on the Contract Drawings accompanying and made a part of these Contract Documents.

GC 3.4 ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

GC 3.5 TIME OF COMPLETION

Time shall be of the essence of the Contract. The Contractor shall diligently prosecute the Work so that the various portions of the Project shall be complete and ready for use within the time specified. It is expressly understood and agreed by and between the Contractor and NVHC that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling NVHC to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in GC 3.15, EXTENSION OF TIME.

Failure of NVHC to insist upon performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete the performance within the designated periods unless NVHC has given a waiver in writing.

NVHC's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents. Failure of the Contractor to complete the performance promptly within any additional time authorized or in any waiver or extension of time shall constitute a material breach of this Contract entitling NVHC to terminate.

The successful Bidder, upon becoming the Contractor after having entered into a Contract with NVHC, shall commence the Work to be performed under the Contract on the date set by NVHC in the written Notice to Proceed, continuing the Work in accordance with the approved schedule and shall complete the entire Work by and within the working days called out in the Special Conditions.

GC 3.6 MEANS AND METHODS

It is expressly stipulated that the drawings, specifications, and other contract documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent upon the method of performance.

Neither NVHC, Design Consultant, nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Neither NVHC, Design Consultant nor the Construction Manager will be responsible for

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or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by NVHC or its authorized representatives shall not make the Contractor an agent of NVHC, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by NVHC, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by NVHC, Design Consultant, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

GC 3.7 NVHC-FURNISHED MATERIALS

Only materials and equipment specifically indicated in the Contract Documents shall be furnished by NVHC and such materials and equipment will be made available as designated in the Special Conditions. The Contractor shall be prepared to load or unload and to properly protect all such material and equipment from damage or loss. The cost of loading, unloading, hauling, handling, demurrage, and storage, and placing NVHC-furnished materials into the Work shall be considered as included in the price bid for the Contract item involving such NVHC-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such material or equipment at the time of receiving such materials. Any NVHC-furnished material or equipment lost or damaged from any cause after the Contractor has taken control of said material or equipment, shall be replaced by the Contractor at his/her expense.

GC 3.8 DEFECTIVE AND UNAUTHORIZED WORK

Any materials or workmanship which does not conform to the requirements of the Contract Documents shall be considered defective and shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no additional compensation will be allowed to the Contractor for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the Site.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any changes in, additions to, or deductions from the work done without written authority, will be considered as unauthorized and will not be paid. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any monies due or to become due the Contractor.

These provisions shall have full effect regardless of the fact that the defective work may have been done or the defective materials used with the full knowledge of the Engineer or his/her representative. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Nothing stated herein shall be deemed to shorten the term of any statute of limitations applicable to claims which NVHC may have against the Contractor.

GC 3.9 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a Pre-Construction Conference at the Project site or other established location at the time of Notice to Proceed and/or execution of the Contract and prior to commencement of construction activities.

3.9.1 ATTENDEES

NVHC, Construction Manager, Contractor and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

3.9.2 AGENDA

The Construction Manager will prepare an agenda for discussion of significant items relative to Contract requirements, procedures, coordination, and construction. Minutes shall be kept by the Construction Manager and distributed to all attendees.

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GC 3.10 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the Project site or other established location at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings shall be determined by the Construction Manager in consultation with the Contractor's representative. Meeting minutes will be taken and distributed by the Construction Manager.

GC 3.11 CONSTRUCTION SCHEDULES

Construction schedules are required for all Contracts. The type of construction schedule will be determined by the Construction Manager.

GC 3.12 NOTICE OF DELAYS

When the Contractor foresees a delay in the prosecution of the Work and, in any event, within seventy-two (72) hours of a delay, the Contractor shall notify the Construction Manager in writing (e-mails are acceptable) of the probability of the occurrence, the estimated or actual extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager within the time specified above.

3.12.1 NON-EXCUSABLE DELAYS

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers and which do not require Contractor or its subcontractors to incur additional cost or expense. Time lost due to violations of permit requirements shall be non-excusable delays. No time extension or other compensation shall be granted for time lost due to non-excusable delays.

3.12.2 EXCUSABLE DELAYS

Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

Delays caused by acts of God, fire, unusual storms, floods, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Construction Schedule.

3.12.3 STANDBY TIME

As provided in GC 7.10, COORDINATION/COOPERATION WITH UTILITIES, if the Contractor is delayed due to NVHC's non-marking, mismarking or mis-locating NVHC's main line water mains, reclaimed water mains, sanitary sewer main lines and storm drains, NVHC will be responsible for repairs, damages and standby time caused the Contractor. Compensation to the Contractor for such repairs, damages or standby time shall be calculated on the basis of GC 6.4.3, FORCE ACCOUNT PAYMENT. Note: this provision does not apply to service laterals/connections.

Also Note: per NRS 455.082, the approximate location of a subsurface installation marked in response to a request of USA means a strip of land not more than 24 inches on either side of the exterior surface of a subsurface installation.

3.12.4 WEATHER DELAYS

Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current

critical activity item(s) on the latest favorably reviewed Construction Schedule for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a time extension and increase in the contract price should the critical path activities be affected by the weather delay. In order to be granted a time extension for a weather delay, the Contractor must show critical path activities on the project schedule.

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3.12.5 CONCURRENT DELAYS

Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays, NVHC-caused and Contractor-caused. Time extensions will be granted on the basis of a time impact analysis from the CPM Schedule.

GC 3.13 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, or as modified by extensions of time granted by NVHC, damage will be sustained by NVHC. As it may be impracticable to determine the actual delay damage; it is, therefore, agreed that the Contractor shall pay liquidated damages to NVHC in the amount set forth in the Construction Contract, per working day for each and every working day's delay beyond the time prescribed to complete the Work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that NVHC may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

The Contractor shall not be deemed in breach of this Contract nor shall liquidated damages be collected because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in

In case of failure on the part of the Contractor to complete the Work within the limits in subsection 3.5, Time of Completion, above, or within such additional time(s) as may be granted by formal action of NVHC, or the Contractor fails to prosecute the Work or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay NVHC, as liquidated damages, the sum of \$500 for each working day of delay until such reasonable time as may be required for final completion of the Work, together with any increased costs incurred by NVHC in completing the Work.

Time stated for completion shall not include the final cleanup and demobilization or work items not critical to the safe function of the project except as otherwise provided in the Special Conditions.

The signing of the proposal by the Bidder shall be prima facie evidence that the Contractor agrees that the amount of liquidated damages is fair and reasonable.

GC 3.14 RIGHTS BEYOND LIQUIDATED DAMAGES

Liquidated damages shall not preclude NVHC from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, and or any inability of NVHC to fulfill other obligations, if such damages are direct or consequential arising out of the failure of the Contractor to perform under the terms, conditions, and requirements of this Contract.

GC 3.15 EXTENSION OF TIME

The time specified for completion of all of the Work or any part of the Work may be extended only by a written change order executed by NVHC. The Construction Manager may, at his/her discretion, recommend that the NVHC extend the time for completion of the Work without invalidating any of the provisions of the contract and without releasing the surety.

Extensions of time, when recommended by the Construction Manager, will be based upon the effect of delays to the project as a whole and will not be recommended for non-controlling delays to minor portions of the Work, unless it can be shown that such delays did, in fact, delay progress of the project as a whole. Excusable delays may justify an extension of time. No extension of time for completion will be allowed for non-excusable delays.

Written requests for an extension of time must be delivered to the Construction Manager within seventy-two (72) hours following the date of the occurrence which caused the delay. The request must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. The delay causing condition must affect an activity on the critical path of the latest favorably reviewed Construction Schedule. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extension of time failing to include the information specified in this Section, and requests for extensions of time which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

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If the Contractor is requesting an extension of time because of a weather delay, Contractor shall supply daily reports to the Construction Manager describing such weather and the work which could not be performed that day because of such weather or conditions resulting therefrom and which Contractor otherwise would have performed. NVHC's acceptance of the daily reports shall not be deemed an admission of the Contractor's right to receive an extension of time or a waiver of NVHC's right to strictly enforce the time provisions contained in the Contract Documents.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this Section, NVHC will ascertain the facts and extent of the delay and extend the time for completing the Work if, in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive. An extension of time may be granted by NVHC after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

GC 3.16 TEMPORARY SUSPENSION OF WORK

NVHC may order suspension of all or any part of the Work if:

- (1) Unsuitable weather and such other conditions beyond the control of the Contractor prevent satisfactory and timely performance of the Work; or
- (2) The contractor does not comply with the Contract or the reasonable Engineer's orders that are not inconsistent with the Contract Documents.

If the Work is suspended, the period of work stoppage will be counted as non-working days. The Construction Manager will set the number of non-working days (or parts of days) by deciding how long the suspension delayed the entire project. An extension of time may be granted.

If the Contractor fails to correct defective work as required, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, NVHC, in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of NVHC to stop the Work shall not give rise to any duty on the part of NVHC to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for the Work completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to NVHC. When ordered by NVHC to suspend or resume work, the Contractor shall do so immediately. In all cases of suspension of construction operations, the work shall not again be resumed until permitted by written order of NVHC.

In the event that a suspension of Work is ordered for reason (2) above, as provided in this Section, the Contractor shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through the Site for use by public, pedestrian and vehicular traffic, during the period of such a suspension. Should the Contractor fail to perform the Work as specified, NVHC may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract. The Contractor will be responsible for all damage to the Work that may occur during suspensions of work. The Contractor will not be entitled to any additional compensation nor allowance for overhead or profit incurred in connection with this type of suspension.

GC 3.17 PROTECTION OF ANTIQUITIES

State and Federal laws pertaining to the protection and preservation of sites or objects of archeological, paleontological or historic interest shall be observed by the Contractor performing this Work.

When features of archeological, paleontological, or historic interest are encountered or unearthed in material pits, the roadway prism, or other excavation, the Contractor shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the State Historic Preservation Office at (775) 684-3448 and the Construction Manager.

Work shall not be resumed in the immediate area until the Contractor is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. The Contractor may be allowed an appropriate contract extension of time, as provided for in these General Conditions, for construction time lost.

GC 3.18 CONTRACT TERMINATION

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If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to promptly provide means for satisfactory compliance with the Contract, within the time specified in such notice, NVHC in such case shall have the authority to terminate the operation of the Contract.

- A. NVHC may terminate the Contract if the Contractor:
 - 1. Fails to maintain bonding, Nevada State Contractor's Board License, State Industrial Insurance requirements or insurance policies for limits as defined in the Contract Documents;
 - 2. Persistently or repeatedly refuses or fails to supply properly skilled workers or proper materials;
 - 3. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - 4. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;
 - 5. Otherwise makes a material breach of a provision of the Contract Documents; or
 - 6. Contractor fails to maintain safe working conditions.
- B. When any of the above reasons exist, NVHC may provide, without prejudice to any other rights or remedies of NVHC and after giving the Contractor and the Contractor's Surety, seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 1. Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - 2. Accept assignment of subcontractors pursuant to this Contract for Construction; and,
 - 3. Finish the Work by whatever reasonable method NVHC may deem expedient.
- C. If NVHC terminates the Contract for one of the reasons stated in Termination by NVHC for Cause, the Contractor shall not be entitled to receive further payment until the Work is finished.
- D. If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to the Contractor. If the costs of finishing the Work exceed the unpaid balance, the Contractor shall pay the difference to NVHC. The amount to be paid to the Contractor or NVHC, as the case may be, shall survive termination of the Contract for Construction.

In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by NVHC; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract Amount incurred by NVHC arising from the termination of the operations of the Contract and the completion of the Work by NVHC as provided above shall be paid for by any available funds held by NVHC. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under the Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, NVHC may give notice to the Contractor to discontinue the Work and terminate the Contract. The Contractor shall discontinue the Work in such manner, sequence, and at such times as the Construction Manager may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Construction Manager to be done and other costs reasonably and necessarily incurred as a

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result of the termination including, but not limited to, costs to demobilize equipment and payment for materials on hand.

GC 3.19 NVHC'S RIGHT TO TERMINATE FOR CONVENIENCE

NVHC reserves the right to terminate this contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in NVHC's best interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed and other costs reasonably and necessarily incurred as a result of the termination, including, but not limited to, costs to demobilize and remobilize equipment and materials. In no event if termination occurs under this provision shall the Contractor be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item not specifically identified in this section, including but not limited to, unabsorbed overhead. The Contractor shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against the Contractor for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

GC 3.20 WORK DURING DISPUTES AND LITIGATION

In the event of a dispute between the parties hereto as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, Contractor agrees to continue the Work diligently to completion and will neither rescind this Contract nor stop the progress of the Work but will submit such controversy to determination in accordance with the terms of the Contract Documents. In the event any litigation is commenced with respect to this Contract, such litigation shall not serve to suspend Contractor's obligation to continue performance of the Work hereunder.

GC 3.21 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the project to be constructed will be provided by NVHC. The Contractor shall make his/her own arrangements and pay all expenses for additional area required by him/her outside the limits of NVHC's land and right-of-way. Work in the public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the plans and specifications.

GC 3.22 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by NVHC, Owner's Representative, Construction Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

SECTION 4.0 SHOP DRAWINGS AND QUALITY CONTROL/INSPECTIONS

GC 4.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, concrete mix designs, coatings, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in the Technical Specifications and Special Conditions of the Contract Documents. The contract Unit Bid Price for the various items requiring submittals shall include the cost of furnishing all shop drawings, product data, and samples, and the Contractor will be allowed no extra compensation for such drawings, product data or samples.

All submittals and supporting drawings, designs, calculation, data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy, completeness, and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another Contractor or NVHC. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph.

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The data shall clearly demonstrate compliance with the Contract Drawings and specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this Project.

GC 4.2 SOURCE OF MATERIALS

Unless otherwise approved in writing by the Construction Manager, only unmanufactured materials produced in the United States, and only manufactured materials made in the United States, shall be used in the performance of this contract.

GC 4.3 TRANSMITTAL PROCEDURES

4.3.1 TRANSMITTAL FORM

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

4.3.2 DEVIATIONS FROM THE CONTRACT

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a written description of such deviations and the reasons therefore. If NVHC accepts such deviation, NVHC shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order may not be issued. If deviations from the Contract requirements are not noted on the submittal by the Contractor, the review of the shop drawing shall not constitute acceptance of such deviations.

4.3.3 SUBMITTAL COMPLETENESS

The Contractor shall check all submittals before submitting them to the Construction Manager and shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the drawings and specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal may be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the specifications, shall meet the minimum requirements for submissions cited in the Technical Specifications, shall include materials and equipment data and certifications where required, and shall include any necessary revisions required for equipment other than first named.

NVHC reserves the right to deduct monies from payments due the Contractor to cover additional actual costs of review beyond the second submission.

4.3.4 SUBMITTAL PERIOD

All submittals shall be submitted to the Construction Manager within fifteen (15) calendar days after the date of the Notice to Proceed by NVHC, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor or unless provided for differently in the Special Conditions.

4.3.5 MATERIAL AND EQUIPMENT SUBSTITUTIONS

In preparing these specifications, the Design Consultant has named those products which to its knowledge meet the specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product,

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installation, or service mentioned in these specifications, they are used to establish the standards of quality and utility required. The Contractor may request, in writing, approval of any material, process or article which he/she believes to be equal. The written request shall state how the material, process, or article proposed for substitution compares with or differs from the designated material, process, or article in composition, size, arrangement, performance, and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed material, process or article. If any material, process or article offered by the Contractor is not, in the opinion of the Engineer, equal or better in every respect to that specified, then the Contractor must furnish the material, process or article specified or one that, in the opinion of the Engineer, is the equal or better in every respect. In the event the Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor. Pursuant to NRS, Chapter 338.140, data substantiating a request for substitution of "an equal" item shall be submitted within seven (7) days after Award of the Contract.

GC 4.4 REVIEW PROCEDURE

Submittals shall be submitted to the Construction Manager for review and will be returned to the Contractor within fifteen (15) working days after receipt, unless otherwise provided for in the Special Conditions. The primary objective of review of submittals by NVHC is the completion of the Project in full conformance with the Contract, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Project Drawings and specifications, will fit the structures detailed on the drawings, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by NVHC of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

- A. **No Exceptions Noted (Resubmittal Not Required)**
Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **Make Corrections Noted (Resubmittal Not Required)**
Same as A, except that minor corrections as noted shall be made by the Contractor.
- C. **Make Corrections Noted (Resubmittal)**
Rejected because of inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by NVHC.
- D. **Not Acceptable (Resubmit)**
Submitted material does not conform to drawings and specifications in major respects, i.e.: wrong size, model, capacity, or material.

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

The Contractor shall submit a minimum of two (2) copies for each submittal. The Construction Manager will retain one (1) copy for its use and record and return one (1) copy to the Contractor.

NVHC's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

Favorable review of submittals does not constitute a change order to the Contract requirements. The favorable review of all submittals by NVHC shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by NVHC shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of law. Favorable review by NVHC shall not constitute acceptance by NVHC of any responsibility for the accuracy, coordination, and completeness of any items or equipment represented on the submittals.

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GC 4.5 QUALITY CONTROL - GENERAL

All materials and equipment to be incorporated into the Work, unless otherwise specified, shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. All materials, equipment, and supplies provided shall, without additional charge to NVHC, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions not involving extra cost, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin, laboratory, or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 30 days prior to the shipment of materials and major equipment to be tested and inspected at point of origin. Prior to shipping any precast concrete products, a meeting shall be held at the manufacturer's site to discuss and agree on uniform acceptability standards for the precast products. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment, nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.

Inspection of the Work by NVHC, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work, to furnish materials and perform acceptable Work, and to provide adequate safety precautions in conformance with the intent of the Contract.

4.5.1 QUALITY ASSURANCE INSPECTION

All work and materials are subject to the inspection of the Construction Manager. The Contractor shall prosecute work only in the presence of the Construction Manager or an inspector appointed by the Construction Manager, and any work done in the absence of said Construction Manager or inspector may be subject to rejection. Furthermore, failure to call for the Construction Manager or inspector to inspect as the work progresses shall be considered as a major breach of the Contract and may constitute grounds for NVHC to terminate. The Contractor shall make a request to the Construction Manager or inspector at least twenty-four (24) hours in advance before inspection services are required for the work. If the specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. NVHC, Construction Manager, Design Consultant and authorized agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefore has been included in a progress estimate.

No portion of any work or installed materials shall be covered or concealed in any manner without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require, at any time before acceptance of the Work, that such work be uncovered for examination. After examination, the Contractor shall restore said portions of the Work to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing of the covering and the replacing of the covering or making good of the parts removed, will be paid for as provided in GC 6.0, CHANGE ORDERS, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

4.5.2 PERMIT AND CODE COMPLIANCE INSPECTIONS

Separate and independent from the inspections above, the Work will require the inspections of Building Officials or other agencies. The Contractor shall make arrangements with the City of Las Vegas Building Department to schedule appropriate Building Permit compliance inspections. Contractor will also coordinate with other pertinent permitting agencies and with other agencies (i.e. Fire Officials) to schedule their required permit and code inspections. Such inspectors shall have the authority provided them by their agencies and jurisdictions.

4.5.3 SAMPLES AND TESTS

The source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started

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and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted to the Construction Manager by the Contractor in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Technical Specifications. Certificates of Compliance shall be provided by the Contractor as required in the Technical Specifications.

A. Sampling

The Contractor shall furnish such samples of materials as are requested by the Construction Manager. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples shall be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the site, such as concrete test cylinders, shall be taken or prepared by the Construction Manager in the presence and with the assistance of the Contractor.

B. Testing

All initial testing including, but not limited to, concrete, soils, and asphalt/concrete pavement shall be at no expense to the Contractor and shall be performed in NVHC's laboratory or in a laboratory designated by NVHC. When required by the Contract or the Construction Manager, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Contractor is responsible for all system and equipment testing as provided for in these Contract Documents.

C. Retesting Costs

The costs of any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. NVHC will deduct such retesting costs from the progress payments through a deductive change order.

D. Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the requirements of the Standard Specifications, or any permits, and the standards of nationally recognized technical organizations. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

E. Testing Disputes

In the event that the Contractor disputes the results of NVHC's materials testing and retains his/her own testing laboratory for comparison testing, only a laboratory and personnel certified under the Nevada Alliance for Quality Transportation Construction (NAQTC) will be considered.

SECTION 5.0 PAYMENT

GC 5.1 GENERAL

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals appurtenant to the various items of the Proposal Summary, as further specified herein, necessary for completing the Work, all in accordance with the requirements of the Contract Documents, including all costs of permits and compliance with the regulations of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA), and no additional compensation will be allowed therefore. No separate payment will be made for any item that is not specifically set forth in the Proposal Summary, and all costs therefore shall be included in the prices named in the Proposal Summary for the various items of Work. The Contractor shall submit to NVHC a copy of its CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS for all payments made to subcontractors within the pay estimate period prior to NVHC processing the pay estimate.

GC 5.2 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

All fees or claims for any patented invention, article, or arrangement that may be used upon or in the work or is in any manner connected with the performance of the Work, shall be included in the price bid for doing the work. The Contractor and its sureties shall defend, protect, and hold NVHC, the Construction Manager, and Design

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Consultant, and their officers, agents, employees, and volunteers harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by NVHC. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to NVHC regarding patent rights for the Project. The affidavit shall state that all fees and payments due as a result of the Work incorporated into the Project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist in this Project.

GC 5.3 PAYMENT OF TAXES

The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, state and local sales and use taxes, federal and state payroll taxes or assessments, and excise taxes. No separate allowance will be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract Amount.

GC 5.4 PAYMENT FOR LABOR AND MATERIALS

In accordance with the provision of NRS 338.550, the Contractor shall pay and require its subcontractors to pay all accounts for labor including workers' compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of Work under this Contract. Such accounts shall be paid as they become due and payable.

GC 5.5 PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of the Contract Documents, NVHC will pay the Contractor for all such work installed on the basis of percentage completion. Amounts earned will be based on the percentage of the project completed.

Included in the Contractor's payment request, the Contractor shall include his sub-contractor invoices.

Payments will be made by NVHC to the Contractor on estimates approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent Work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved paid invoice) per GC 5.5.1, below. Partial payments will be made monthly based on work accomplished as of the last day of each calendar month. The Contractor and Construction Manager shall meet within five (5) days after the end of each calendar month to review and agree on the Work completed within the past month. The Contractor shall then submit its progress billing of the Work completed during the prior month and the Work completed to date on NVHC's approved form corresponding to the accepted Schedule of Values. Upon receipt of Contractor's progress billing, NVHC shall act in accordance with the following:

- a. The Construction Manager shall review the submitted progress billing to verify that it corresponds with the agreement reached at the above-mentioned review meeting. If the progress billing is satisfactory, the Construction Manager will process it for payment.
- b. If the Construction Manager determines that the progress billing is not satisfactory then NVHC shall, within twenty (20) days of receipt of said progress billing, give written notification to the Contractor of any amount that will be withheld and a detailed explanation of the reason for the withholding. The remainder will be processed for payment.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. Payment will be made by NVHC to the Contractor in accordance with NVHC's normal accounts payable procedures. NVHC shall retain amounts in accordance with Sections GC 5.6, RETENTION, and GC 5.7, OTHER WITHHOLDS.

NVHC shall pay the Contractor within thirty (30) days after receipt of its progress billing.

5.5.1 PARTIAL PAYMENTS - INCLUSION OF MATERIALS ON HAND

Except as otherwise provided in NRS 338.515(1), GC 5.6 "RETENTION", NRS 338.525, and GC 5.7 "OTHER WITHHOLDS", pursuant to NRS 338.515(2), NVHC will pay or cause to be paid to the Contractor the actual cost of the supplies, materials and equipment that have been identified in the

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Special Conditions as eligible for such payment. To be eligible for such payment the supplies, materials, or equipment must:

- (A) be identified in the Special Conditions:
- (B) have been delivered and stored at a location, and in the time and manner, specified in this Contract by the Contractor or a subcontractor or supplier for use in the Work; and,
- (C) be in short supply or were made specifically for this Contract.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to NVHC will be qualified for partial payment.

To receive payment for materials and equipment delivered to the site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials at least seven (7) days prior to submitting the monthly progress billing for work completed. At the Construction Manager's discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

- a. Only equipment or materials which have received favorable review of shop drawings will qualify.
- b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained at the job site in a manner favorably reviewed by the Construction Manager.
- c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers or other documentation requested by the Construction Manager.

GC 5.6 RETENTION

From each progress payment estimate, five (5) percent of the "total completed to date" sum will be deducted and retained by NVHC, and the remainder, less the amount of all previous payment, will be paid to the Contractor.

GC 5.7 OTHER WITHHOLDS

In addition to the amount which NVHC may otherwise retain under the Contract, NVHC may withhold a sufficient amount of any payment otherwise due the Contractor, as in its judgment may be necessary to cover expenses the public body reasonably expects to incur as a result of the failure of the Contractor to comply with the Contract or applicable building code, law or regulation: Reference NRS 338.525,

When the above reasons for withhold amounts are removed, payment will be made to the Contractor for amounts withheld.

SECTION 6.0 CHANGE ORDERS

GC 6.1 GENERAL

Without invalidating the Contract and without notice to sureties or insurers, NVHC, through the Construction Manager may, at any time, order additions, deletions, or revisions in the Work. These will be authorized by Work Directive, Field Order, or Change Order. A Change Order will not be issued for a Work Directive unless the Construction Manager concurs with an appeal by the Contractor that such Work Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements of all Change Orders, Field Orders, or Work Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order or Work Directive causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Work Directive, Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.

Extra work shall be that work neither shown on the Contract Drawings nor specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, or extra time, and not inconsistent

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with the intent of the Work. With the exception of an emergency which would endanger life or property, no extra work or change shall be made unless in pursuance of a written order by NVHC through the Construction Manager, and no claim for an addition to the total amount or total time of the Contract shall be valid unless so ordered in writing.

In case any change increases or decreases the Work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract Amount.

If the Contractor refuses to accept a Change Order, NVHC may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. NVHC shall provide for an equitable adjustment to the Contract and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with the requirements herein stated.

GC 6.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

- a. Material that the Contractor believes may be hazardous waste that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Construction Manager shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for performance of any part of the Work, NVHC shall cause to be issued a change order under the procedures provided herein.

In the event that a dispute arises between NVHC and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

GC 6.3 RESOLUTION OF DISPUTES

6.3.1 CONTRACT INTERPRETATION BY THE CONSTRUCTION MANAGER

Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within seven (7) working days of receipt of the request.

6.3.2 CLAIMS

A. Notice

If the Contractor disagrees with the Construction Manager's decision, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager within five (5) days of receipt of such decision. All other claims or notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and all reasons for the claim but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it

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as a result of the alleged extra work, changed work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the Construction Manager and NVHC and is not merely a formality. Such notice allows NVHC to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

B. Records of Disputed Work

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Construction Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the Construction Manager and Contractor daily. Such information shall be submitted to the Construction Manager on a weekly or daily basis as determined by the Construction Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

C. Submission of Claim Costs

Within thirty (30) days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the Construction Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the Contractor will promptly comply to the satisfaction of the Construction Manager. If the additional costs are in any respect not known with certainty, they shall be estimated as best as can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in GC 6.4, MODIFICATION PROCEDURES and GC 5.5, PARTIAL PAYMENTS.

D. Claim Meetings

The Construction Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend such meetings prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

GC 6.4 MODIFICATION PROCEDURES

6.4.1 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Construction Manager, approved by NVHC, and increase the amount of work to be done, such added work shall be known as extra work. When such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract Amount, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

- a. By unit prices accepted by NVHC and stated in the Contract Documents or Schedule of Values;
- b. By unit prices subsequently fixed by agreement between the parties;
- c. By an acceptable lump sum proposal from the Contractor as detailed in a Change Order; or
- d. By Force Account (as described in GC 6.4.3, Force Account Payment, when directed and administered by NVHC or Construction Manager).

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

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The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. When there is an agreement, the Construction Manager will prepare and process the Change Order and make a recommendation for action by NVHC. All Change Orders must be signed by the Contractor and approved by NVHC unless unilaterally issued per GC 6.1, above.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by NVHC, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

When any Extra Work is performed by a Subcontractor, the markups established in GC 6.4.2 and GC 6.4.3 shall be applied to the Subcontractor's costs as determined under GC 6.4.2 and GC 6.4.3. The Contractor's markup on subcontracted work shall be limited to five percent (5%) of the total of the Subcontractor's costs, which amount shall constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor. On any item(s) of Extra Work, there shall only be one markup allowed to the Subcontractor even if there are multiple tiers of subcontractors, and only one markup allowed to the Contractor for subcontracted work.

6.4.2 NEGOTIATED CHANGE ORDERS

Under the methods described in GC 6.4.1.b and 6.4.1.c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment, rentals, and approved services pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen including wages, fringe benefits as established by negotiated labor agreements or federal prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered. The cost of materials used, and equipment delivered and installed in the Work shall be as substantiated by appropriate documents. The cost of construction machinery and equipment shall be based on fair rental or ownership values acceptable to the Construction Manager as described in GC 6.4.3, Force Account Payment, and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and office facilities, or anyone not directly employed on such work, nor the cost of small tools, as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in GC 6.4.1.b and 6.4.1.c, the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

<u>Change Order Item Amount (Prior to Markup)</u>		<u>Mark Up</u>
Direct Labor	Portion from \$0 to \$50,000	15%
	Portion over \$50,000	10%
Materials	Portion from \$0 to \$50,000	15%
	Portion over \$50,000	10%
Equipment (owned or rented)	Portion from \$0 to \$50,000	15%
	Portion over \$50,000	10%

The above fees represent the maximum limits which will be allowed, and they include the Contractor's indirect home office expenses and all costs for cost proposal preparation.

The amount of credit to be allowed by the Contractor to NVHC for any such change which results in a decrease in cost will be the amount of the actual net decrease plus a credit in accordance with the markups allowed above.

The Contractor shall not claim for anticipated profits on work that may be omitted unless the deleted amount of work is determined to constitute a cardinal change to the Project.

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6.4.3 FORCE ACCOUNT PAYMENT

If either the amount of Work or payment for a Change Order cannot be determined or agreed upon beforehand, NVHC may direct by written Change Order, Work Directive, or Field Order that the Work be done on a force account basis. The term "force account" shall be understood to mean that payment for the Work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and actually used to do the work. In order to have a valid claim for Force Account payment, the Contractor must submit on a daily basis NVHC's Daily Extra Work Report signed by both the Contractor's representative and NVHC's Construction Manager or inspector. For the work performed, payment will be made for the documented actual cost of the following:

- a. Direct labor cost for workers, including foremen, who are directly assigned to the force account Work. Direct labor cost is the actual payroll cost including wages, fringe benefits as established by negotiated labor agreements or federal prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered.
- b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor. Material wasted or disposed of in a manner not called for under the contract, material not unloaded from the transporting vehicle, material placed outside the limits indicated or given plans; or material remaining on hand after completion of the work will not be paid for except as otherwise provided.
- c. Equipment rental: For any machinery or equipment, the use of which has been authorized by the Construction Manager, the Contractor will be paid for the use of such machinery or equipment in the manner hereinafter specified, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the contractor.

Rental rates will be determined as follows:

1. The base rates shall be those established in publications and revisions thereto entitled "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment" available from Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, CA 95110-1313, phone (408) 467-6700.

The hourly rate to be paid shall be the monthly rate divided by 176, multiplied by the regional adjustment factor, and multiplied by the appropriate rate adjustment factor, then plus the estimated operating cost per hour shown therein, and then rounded to the nearest \$0.10.

2. Attachments (e.g. tractor with ripper and dozer or tractor with loader and backhoe) will be included in the hourly rental rate only when deemed essential to the work as determined by the Construction Manager. When multiple attachments are approved for use and are being used interchangeably, the attachment having the highest rental rate shall be the only one included for payment.
3. No direct payment will be made for necessary accessories (including replenishing blades, augers, teeth, hoses, bits, etc.) if not listed in the Rental Rate Blue Book.
4. No compensation will be allowed for shop tools having a daily rental rate of less than \$10 as set forth in Section 18 of the Rental Rate Book.

If ordered to use equipment not listed in the aforementioned publications, a suitable rental rate for such equipment will be established. Contractor shall furnish any cost data which might assist in the establishment of such rental rate.

Except as provided below, payment will be made for the actual time that such equipment is in operation on the work. Time will be measured in 0.5 hours increments of actual working time and necessary traveling time of the equipment within the limits of the project.

Authorized standby time for idle equipment will be paid for at 50% of the "monthly rate divided by 176, multiplied by the regional adjustment factor, and multiplied by the rate adjustment factor", and rounded to the nearest \$0.10. No operating cost, markup, overhead or profit will be added.

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The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciating, storage, insurance, and all incidentals.

When special equipment has been ordered in connection with force account work, travel time and transportation to the project will be measured as hereinafter outlined. For the use of special equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the rental rates as determined above and the cost of transporting the equipment to the location of the work and its return to its original location will be paid, all according to the following provisions:

- (a) The original location of the equipment to be hauled to the location of the work will be agreed to in advance.
- (b) NVHC will pay the costs of loading and unloading such equipment.
- (c) The cost of transporting equipment on low bed trailers shall not exceed the hourly rates charged by established haulers.
- (d) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the extra work is performed on such days, and shall terminate at the end of the day on which the Construction Manager directs the Contractor to discontinue the use of such equipment.
- (e) Should the Contractor desire the return of the equipment to a location other than its original location, NVHC will pay the cost of transportation by the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
- (f) Payment for transporting and loading and unloading equipment as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

To the preceding costs, there shall be added the following fees as the combined overhead and profit for the Contractor:

<u>Change Order Item Amount (Prior to Markup)</u>		<u>Mark Up</u>
Direct Labor	Portion from \$0 to \$50,000	15%
	Portion over \$50,000	10%
Materials	Portion from \$0 to \$50,000	15%
	Portion over \$50,000	10%
Equipment (owned or rented)	Portion from \$0 to \$50,000	15%
	Portion over \$50,000	10%

The added fixed fees shall be considered to be full compensation covering the cost of general supervision, overhead, profit, and all other expenses. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's indirect home office expenses and all costs for cost proposal preparation and record keeping.

6.4.4 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the Bid and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the Bid item, plus or minus twenty-five (25) percent. Either party to the Contract will be entitled to an equitable adjustment in unit prices for that portion of the actual quantity less than seventy-five (75) percent or more than one hundred twenty-five (125) percent of the original Bid quantity. Such equitable adjustment shall be determined in one or more of the following ways:

- A. If the parties are able to agree, the price will be determined by using:
 - 1. Unit prices; or
 - 2. Other agreed upon prices.

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- B. If the parties cannot agree, the price will be determined by the Engineer using:
1. Unit prices, or
 2. Other means to establish costs.

The following limitations shall apply in determining the amount of the equitable adjustment:

- A. No claim for loss of anticipated profits on deleted or uncompleted work or consequential damages of any kind will be allowed.
- B. If the actual quantity of work performed is less than seventy-five (75) percent of the original Bid quantity, the total payment for the item will be limited to not more than seventy-five (75) percent of the amount originally Bid.
- C. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expenses among the contract Bid items.
- D. No adjustment in the unit contract bid price will be made for any item unless the increase or decrease in quantity results in a change of \$10,000 or more as measured by the original bid quantity and unit price for the item.

NVHC will not adjust for increases or decreases if NVHC has entered the amount for the Bid item in the proposal form only to provide a common basis for bidders.

6.4.5 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must be accompanied by a time impact analysis, based on the latest Construction Schedule update, or other method acceptable to the Construction Manager.

GC 6.5 DISPUTES

Any dispute relating to this Contract after award shall be resolved through good faith efforts by the Contractor and NVHC. The Contractor shall have the right to appeal any decision by any inspector to the Construction Manager; and, by the Construction Manager to the Owner's Representative. Initial notice of any dispute must be filed with the Construction Manager per GC 6.3.2.A, Claims - Notice.

If the Contractor considers the determination of the Construction Manager to be unfair, he/she shall, within ten (10) days after receipt of the Construction Managers decision, file a written protest with the Owner's Representative stating clearly and in detail his/her objections and the reasons therefore. The Owner's Representative shall review the issue in dispute and shall promptly advise the Contractor in writing of his/her final decision. At all times, the Contractor shall carry on the Work and maintain its Construction Schedule in accordance with the requirements of the Contract and the determination of NVHC, pending resolution of any dispute.

If review by the Owner's Representative does not result in a resolution of the dispute, the parties shall proceed to non-binding mediation. Non-binding mediation shall be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Procedures. Mediation conducted in accordance with this provision shall take place in Las Vegas or an adjoining city, Nevada. Mediation shall be conducted by a single mediator, approved by both NVHC and the Contractor from a list provided by the American Arbitration Association. Each party shall pay one-half of the mediator's compensation and the administration fees. Each party shall bear its own expenses associated with the mediation, including but not limited to its own attorney and expert consultant fees. Each party shall have at least one individual attend the mediation proceeding who has full authority to settle the dispute on their behalf. Constructors agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. With respect to Owner, consequential damages include, but are not limited to, damages for Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. With respect to Contractor, consequential damages include, but are not limited to, damages for loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Contractor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

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GC 6.6 ARBITRATION

Any controversy or claim arising out of or relating to the performance of these Contract Documents, which cannot be resolved by mutual agreement or mediation, shall be submitted to binding arbitration by the claiming party by filing a Notice of Intent to Arbitrate (demand) within fifteen (15) days of the conclusion of mediation, specified above in GC 6.5, DISPUTES, with the other party and three (3) copies to the American Arbitration Association or the Nevada Arbitration Association. Either party to the Contract Documents may request that any dispute or difference be arbitrated by filing a demand to arbitrate. Said demand shall contain a statement of the disputes, the amount involved, if any, and the remedy sought. Through written mutual consent, the parties may agree to combine all disputes for a single arbitration proceeding during or after substantial completion of the Project. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules (which can be found at www.adr.org) administered by the American Arbitration Association or the Nevada Arbitration Association. Failure to give such notice in the time specified shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute, or other matter. Judgment on the award rendered by the arbitrators may be entered in the First Judicial District Court of the State of Nevada.

In the event that any controversy or claim arising out of or relating to the performance of this Contract becomes the subject of arbitration, NVHC shall have the right to join or bring an additional party to the arbitration proceeding, and the Contractor hereby irrevocably consents and agrees to such joinder.

In the event that NVHC is named as a party to any arbitration action arising out of, or resulting from the design or construction of the Project, the Contractor hereby agrees, at the request of NVHC, to be joined as a party to that arbitration proceeding and to be bound by any decision resulting from arbitration.

In the event of arbitration, it is agreed by the parties that all means of discovery, including but not limited to depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

The Contractor shall carry on the Work and maintain progress during any arbitration or any other disputes unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Las Vegas, Nevada.

In any arbitration proceedings pursuant to this Section or any other legal proceedings related to this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party, which, in the instance of an arbitration, such recovery shall be determined by the arbitrator.

GENERAL CONDITIONS

SECTION 7.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

GC 7.1 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the Work, protection of employees and the public, protection of the Work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

GC 7.2 TEMPORARY UTILITIES AND CONSTRUCTION FACILITIES

7.2.1 ELECTRICAL SERVICE

The Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location if adequate electrical service cannot be obtained through NVHC sources. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities unless using NVHC supplied power.

7.2.2 WATER

The Contractor shall pay for and shall provide for all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the state and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance. The Contractor shall be responsible for obtaining a water meter (from the appropriate agency) and paying all associated charges, including monthly water usage unless NVHC supplied water is sufficient to accomplish the construction goals.

7.2.3 TEMPORARY LIGHTING

The Contractor shall provide temporary lighting in all work areas if needed. Such lighting must be sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards. As permanent lighting facilities are completed, they may be used in lieu of temporary facilities, provided however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

7.2.4 HEATING AND VENTILATION

The Contractor shall provide means for heating and ventilating all work areas as may be required to N/A

7.2.5 SANITARY CONVENIENCES

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at an appropriate location at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

7.2.6 COMMUNICATIONS

N/A

7.2.7 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

A. Staging and Falsework

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the Construction Manager, the Contractor shall submit design calculations for staging and shoring prior to application of loads. Excavation support shall be in accordance with GC 2.6.12 (D), Excavation Safety.

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B. Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconvenient or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

C. Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of OSHA and MUTCD.

D. Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the authority having jurisdiction; and all work shall be governed state law and local ordinance. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

GC 7.3 CONSTRUCTION CONTROLS

7.3.1 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall not trespass upon private property and shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall not infringe upon wetland areas at the Site, whether identified or not, without the written approval of the Construction Manager. Infringement on wetlands will give cause for suspension of all work being conducted on or adjacent to the wetland area.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the Site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work. Whenever any notice is required to be given to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given in writing by the Contractor.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, irrigation lines and facilities, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Land survey monuments and property marks shall not be moved or otherwise disturbed by the Contractor until the Contractor arranges for a Nevada licensed Land Surveyor to witness or otherwise reference their locations in accordance with the requirements of the agency having jurisdiction. Any survey monument or property mark so moved or disturbed must be re-established and re-set by a Nevada licensed Land Surveyor in accordance with the requirements of the agency having jurisdiction.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible or better. Where existing turf areas are damaged, they must be replaced with fresh sod of matching grass.

The Contractor shall give reasonable notice, as determined by the Construction Manager, to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

A. Protection of Existing Facilities

During the construction period, NVHC will continue to conduct business on the subject property. The Contractor will take all necessary pre-cautions to ensure protection of the occupied/operating portions of

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the facility to include dust control, noise control, protection of existing fire suppression systems and mechanical, plumbing, and electrical fixtures.

The Contractor will work with the Construction Manager on designing a work plan that can accommodate the changes needed to complete the Work while allowing NVHC to continue business operations.

7.3.2 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury. Contractor shall call Metro Police Department in the event of any public harassment or violence to any of the Contractor's or subcontractor's employees.

A. Fire Extinguisher

A Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations.

B. Temporary Fences

Temporary fencing may be needed for to provide a staging or storage area for construction materials. The Contractor will be responsible for the cost of the installation, removal, and rental of said fencing.

7.3.3 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads and driveways shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and normal facility operations. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

7.3.4 NOISE ABATEMENT

Operations at the site shall be performed to minimize unnecessary noise. Special measures shall be taken to suppress loud noises during NVHC operating hours (7 am to 5 pm) and during night hours. Noise levels due to construction activity shall not exceed the following levels:

Allowable Daytime Noise Levels as measured at the exterior of any given site shall be a noise level of not more than 75 dba Leq from the hours of 7:00 AM to 8:00 PM daily.

Allowable Nighttime Noise Levels as measured at the exterior of any site shall be a noise level of not more than 55 dba Leq from the hours of 8:00 PM to 7:00 AM daily.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. No internal combustion engines shall be operated within an enclosed environment.

7.3.5 WORKING HOURS

External construction activities shall be allowed only between the hours of seven (7:00) AM and seven (7:00) PM. Internal construction hours are not limited and can occur at the discretion of the Contractor.

The starting, fueling, maintenance of equipment, and delivery of equipment and materials, and placement or removal of traffic control devices is considered Construction and shall not be allowed outside of the Normal Working Hours. Requests for exceptions to these limitations shall be made in writing to the Construction Manager for consideration in non-sensitive, non-residential areas.

The Contractor may request to work outside the Normal Working Hours by submitting a written request to the Construction Manager at least seventy-two (72) hours in advance of the start of work outside the Normal Working Hours. Permission may or may not be granted by the Construction Manager, with hours noted by the Construction Manager. The Contractor shall be responsible for the costs of any inspection, testing, and additional administration incurred by NVHC, or its agents and representatives, for work by the Contractor outside the Normal Working Hours defined above, on weekdays in excess of eight (8) hours, or any work on weekends or holidays recognized by NVHC. Such costs shall be withheld from the succeeding monthly progress payment. Any work specifically required to be performed outside the Normal Working Hours as may be indicated in the Special Conditions, or work required by the Construction Manager, in writing, to be performed outside the Normal Working Hours, is excluded from withholding of payment.

7.3.6 DRAINAGE CONTROL / STORM WATER POLLUTION PREVENTION PLAN

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In all construction operations, care shall be taken not to disturb existing drainage patterns whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations. Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses. The Contractor shall provide water quality and erosion controls in accordance with the NDEP "Handbook of Best Management Practices" to prevent sedimentation runoff from the Site.

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) regulations for storm water discharges from a construction site and the Stormwater General Permit NVR100000, State of Nevada, Division of Environmental Protection, General Permit. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) and compliance with the permitting requirements shall be the Contractor's responsibility. The Contractor shall submit the required Notice of Intent (NOI) to the NDEP and comply with the SWPPP referenced above. The Contractor shall obtain any required Temporary Permits prior to any discharges. The Contractor shall submit any required Notification of Termination to the NDEP upon completion of construction and final site stabilization, and shall submit to NVHC copies of all records associated with the permitting requirements. Contractor must submit a copy of the SWPPP permit and plan to the Construction Manager prior to the start of work.

The Contractor shall be responsible for all costs associated with complying with the permit requirements, submitting any required NOI, preparing and complying with the SWPPP, revising the SWPPP, any required submittal of the Notification of Termination, any required discharge permit and any other related costs.

7.3.7 CONSTRUCTION CLEANING

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material, rubbish, caused by his/her operations. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Spillage resulting from hauling operations along or across existing streets or roads shall be removed immediately by the Contractor. All gutters and roadside ditches shall be kept clean and free from obstructions. Daily cleanup of trash, paper, and small debris subject to movement with winds shall be required. The contractor shall be responsible for maintaining the integrity of all transportation surfaces, both asphalt and dirt, access roads, bike lanes, sidewalks, pathways, gates, etc. Dust, dirt, mud, gravel, etc. Carried onto the transportation surface shall be cleaned off on a regular basis (at least once a day). Failure to comply may result in NVHC having the area cleaned and the cost for the clean-up billed to the contractor. The Contractor shall reasonably clean the immediate Work Area on a daily basis to reduce risk of personal injury as well as fire hazard.

7.3.8 DISPOSAL OF MATERIAL

The Contractor shall make his/her own arrangements for disposing of construction waste materials outside the Project Site and the Contractor shall pay any and all dump fees required, except as provided below. If the Contractor arranges to dispose of construction waste materials on private property, he/she shall first obtain written permission from the property owner on whose property the disposal is to be made in which NVHC is absolved from any and all liability and responsibility in connection with the disposal of such material on said property. A copy of said written permission must be delivered to the Construction Manager prior to starting disposal operations. When construction waste material is disposed of as above provided, the Contractor shall conform to all required codes and permits pertaining to grading, hauling, and filling of earth or other materials.

Disposal of all construction waste including but not limited to all pipe, concrete, manholes, pavement, building and excavated materials, and all other appurtenances shall be disposed of in a manner consistent with all local, State and Federal laws and guidelines. Any hazardous waste shall be disposed of at hazardous waste disposal sites that are permitted to accept such wastes. The Contractor will pay full disposal fees.

7.3.9 PARKING AND STORAGE AREAS

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the Construction Manager. Material and equipment may not be stored in public right-of-way unless prior approval by the Construction Manager.

GC 7.4 PUBLIC SAFETY/CONVENIENCE AND TRAFFIC CONTROL

The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the general public, including NVHC employees, NVHC patients, and any other contractors working in the vicinity of the Work, and he/she shall have under construction no greater length or amount of work than he/she can

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prosecute properly with due regard to the rights of the public. Convenient access to driveways and building access along the line of work shall be maintained to the greatest extent possible. Insurance shall be made to provide at least one access point to the facility at all times. Traffic shall not be prevented from accessing business. Maintain a minimum of one (1) access to each business property at all times. Access signs shall be used to direct traffic if needed.

Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

No streets or roads shall be blocked or made inaccessible, due to the Contractor's work, without approval of NVHC. No open excavations shall be allowed during non-working hours. Excavations shall be backfilled to grade and, if in a pavement area, temporarily paved level with adjacent pavement or, with the prior approval of the Construction Manager, covered with steel plates during non-working hours. The Construction Manager shall be the judge of proper maintenance of the temporary paving.

If needed, NVHC will provide the Contractor with "Temporary No Parking" signs to be posted in the construction area by the Contractor to accommodate each day's work. The Contractor must post the "Temporary No Parking" signs in the construction area no less than seventy-two (72) hours prior to the effective start of such parking restrictions. Temporary No Parking hours are to conform to the Contractor's Working hours, but in no instance shall they exceed the Working Hours as specified in GC 7.3.5.

GC 7.5 PROJECT SIGNS

N/A

GC 7.6 PROJECT OFFICE

The Contractor shall maintain at the Project site copies of the Contract Documents, record drawings, Project schedule, submittals, permits, Material Safety Data Sheets, approved Traffic Control Plans, and other relevant documents which shall be accessible to the Construction Manager during normal working hours. Said site office shall be the headquarters of the Contractor's representative authorized to receive Drawings, instructions, or other communications or articles from NVHC or its agents unless the Contractor notifies NVHC otherwise per GC 2.6.1, Office. NVHC may provide a space for said office, but is not required to do so.

GC 7.7 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When required by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces and covered. Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced if necessary to protect the public or the material.

Locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at the Contractor's expense. Prior to occupying a storage site on private property, the Contractor shall submit a letter or agreement signed by the private property owner that authorizes the Contractor to occupy the private property. NVHC shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of NVHC's area at the site for materials and equipment storage shall be permitted upon the approval of the Construction Manager.

GC 7.8 HAZARDOUS MATERIALS

The storage and handling of potential pollution-causing and hazardous materials, including but not necessarily limited to: gasoline, oil, and paint shall be in accordance with all local, state, and federal requirements. All hazardous materials shall be stored and handled in accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the Project site. Copies of the Material Safety Data Sheets shall be maintained at the Project Site in a readily accessible location.

GC 7.9 SYSTEM TESTING

The Contractor shall test the facilities as specified in the Technical Specifications. The Contractor shall provide all other necessary facilities for conducting the tests including but not limited to: personnel, power, water, equipment, and chemicals. The Contractor shall provide a minimum of forty-eight (48) hours notice to the Construction Manager of its readiness and intent prior to each test.

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GC 7.10 COORDINATION/COOPERATION WITH UTILITIES

Within the construction limits of this Project may be various utility systems including water, reclaimed water, sanitary sewers, storm drains, gas, telephone, cable television, and electric power. The approximate location of known main line utilities, as taken from existing records, is shown on the Drawings. The service connections to these facilities may not be shown on the Drawings, however, the Contractor shall field locate and protect all service connections from damage during the course of the Work. The full costs for locating and protecting such service connections shall be included in the various items of work and no additional compensation shall be allowed. Where underground main utility distribution lines are shown on the plans or marked in the field, the Contractor shall assume that every property parcel is served by service connections for each type of utility. NVHC does not guarantee that all existing utilities and facilities are shown on the Drawings or that they are shown in their actual position. The Contractor shall consider it normal and expected that the elevation and alignment of said utilities may vary from that shown on the Drawings, and also that utilities may be encountered that are not shown on the Drawings. Also consider it normal and expected that utilities will prove to be an impediment to the operations and that use of other than the usual equipment and construction methods in accomplishing the necessary work over, around or under such utility installations may be necessary. Should a discrepancy be found on the Drawings, it shall not be construed to relieve the Contractor from his/her responsibility to protect any such utility or facility.

Any delays to the Contractor's operations performing the current critical item(s) of work on the latest favorably reviewed Construction Schedules as a direct result of utility or other facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate Contractor's construction operations) will be considered excusable delays within the meaning of GC 3.12.2, Excusable Delays.

It shall be the Contractor's full responsibility to call Underground Service Alert (USA) at (1-800-227-2600) not less than two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation, for location mark-out of any underground utilities and obtaining an inquiry identification number. Contractor must comply with all instructions received from USA.

Note: Per NRS 455.082, the approximate location of a subsurface installation marked in response to a notice to USA means a strip of land not more than twenty-four (24) inches on either side of the exterior surface of a subsurface installation.

If a private underground utility such as gas, electric, telephone or cable television facility must be located or adjusted for construction operations and its location differs by more than twenty-four (24) inches on either side of the exterior surface of the subsurface facility from that shown on the plans or marked in the field, NVHC shall reimburse the Contractor, as extra work, for the difference between the costs incurred in finding the actual location of the facility and the costs of finding the reputed location of the facility. Contractor shall pothole all indicated, shown, or marked utilities and points of connection to verify their exact location.

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner. All valves, switches, manholes, vaults, and meters shall be maintained readily accessible for emergency shutoff or access. In case it should be necessary to move or temporarily maintain the property of any utility, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all time required and all expenses incidental to the removal or temporary maintenance of such property in a manner satisfactory to the owner thereof. The work necessary to the raising, lowering, or relocating of a utility may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the utility owner's standards and shall be at the Contractor's time and expense unless otherwise expressly provided for in the Special Conditions.

The Contractor shall repair or replace all utilities damaged or destroyed due to his/her operations, even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The Contractor shall resolve all crossing and clearance problems with the utility company concerned and the Construction Manager. The right is reserved to the State, County, City, and owners of private utilities and franchises to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

In cases where water or sewer mains, or service connections thereto, are accidentally broken or, with the prior approval of the Construction Manager, are intentionally cut by the Contractor, they shall be fully repaired to NVHC specifications and returned to service within four (4) hours, or sooner if deemed necessary by the Construction Manager. The Contractor is to make these repairs a priority over other portions of the Work.

At all times allow the Fire Department access to fire hydrants. Do not place materials or other obstructions closer

GENERAL CONDITIONS

to a fire hydrant than permitted by ordinance, rules, or regulations or within fifteen (15) feet of the fire hydrant in the absence of such ordinances, rules, or regulations.

7.10.1 Fire Department and Sheriff

Contractor shall notify the Las Vegas Fire Department and Metro Police at least twenty-four (24) hours in advance if rerouting public traffic or when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

7.10.2 Waste Management

Contractor shall notify Republic Services (Trash Pick-up) at least twenty-four (24) hours in advance if rerouting public traffic or when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

7.10.3 RTC of Southern Nevada

Contractor shall notify RTC at least twenty-four (24) hours in advance if rerouting public traffic or when traffic patterns are to be altered due to construction operations. Said notification shall set forth the specific traffic patterns to be provided in lieu of the normal routing and the estimated duration of such change(s).

7.10.4 Ongoing Surface Cleaning

The contractor shall be responsible for maintaining the integrity of all transportation surfaces, both asphalt and dirt, access roads, bike lanes, sidewalks, pathways, gates, etc. Dust, dirt, mud, gravel, etc. carried onto the transportation surface shall be cleaned off on a regular basis (at least once a day). Failure to comply may result in NVHC having the area cleaned and the cost for the clean-up billed to the contractor.

GC 7.11 CONTAMINATED GROUNDWATER and/or SOIL

Contaminated groundwater and/or soil is not expected in this project, however, if contaminated groundwater and/or soil are encountered during construction, the Contractor must act in accordance with all applicable Federal, State, and local laws and Nevada Administrative Code 445A.347, which requires the Nevada Department of Environmental Protection be notified within twenty-four (24) hours of the encounter at (775) 687-4670.

GC 7.12 DUST CONTROL

The Contractor is responsible for the control of dust originating from any and all of the Contractor's construction operations either within or outside of the Work Area at all times in accordance with Federal, State and local laws, at the Contractor's expense. In areas where fugitive dust is a nuisance, the Contractor shall, as often as necessary, wet down the area to prevent dusty conditions. This includes weekends and holidays. The Contractor shall contact NDEP to determine if a Ground Disturbance Permit is required.

SECTION 8.0 CONTRACT COMPLETION, O&M MANUALS

GC 8.1 INTERMEDIATE COMPLETION

When an intermediate milestone is specified in the Contract Documents, and the Contractor considers that a Work element, section, or division has met the intermediate completion stage requirements, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager and NVHC will make inspection to determine if the Work element, section, or division is sufficiently complete in accordance with the Contract Documents to determine its acceptability for Intermediate Completion and for determination of any other items which do not meet the terms of the Contract so NVHC can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor of such items. Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Contractor agrees to pay NVHC's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the Contractor's failure to complete the punch list work within the time period specified.

Unless otherwise specified, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance of the overall completed Project will be made. No review pertaining to specific parts of the Project shall be construed as final acceptance of any part until the overall final acceptance by NVHC is made. Final payment for completed portions of Work will not be made until final acceptance of the total Work.

GENERAL CONDITIONS

GC 8.2 SUBSTANTIAL COMPLETION

When the Contractor considers that all Work required by this Contract including equipment start-up and testing is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager and NVHC will make inspection to determine if the Work is sufficiently complete in accordance with the Contract Documents to determine its acceptability for Substantial Completion and for determination of any other items which do not meet the terms of the Contract so NVHC can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor of such items. Upon verification that the Project is substantially complete, the Construction Manager shall prepare a Notice of Substantial Completion letter for NVHC's signature. The notice shall establish the date of Substantial Completion and the responsibilities of NVHC and Contractor for maintenance, utilities, and damage to the Work.

GC 8.3 CONSTRUCTION COMPLETION, FINAL INSPECTION, PAYMENT, AND ACCEPTANCE

When the Contractor considers that all Work including record drawings, operation and maintenance manuals, and cleanup has been completed in accordance with the terms of the Contract, the Contractor shall notify the Construction Manager. Upon notification, the Construction Manager and NVHC will make the pre-final inspection to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a final punch list of such items and submit it to the Contractor. Following completion by the Contractor of the corrective work, required by the punch list, the Construction Manager shall notify NVHC that the Work has been completed in accordance with the Contract. A final inspection will be made to determine the acceptability of the Work. After completion of the Work, but prior to its acceptance by NVHC, the last partial payment will be made to the Contractor.

After receipt of the last partial payment, but prior to acceptance of the Work by NVHC, the Contractor shall send a letter to the Construction Manager submitting lien releases for all material, or labor for any work covered by this Contract. The letter shall state that acceptance of the final payment described below shall operate as and shall be, a release to NVHC, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claims and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in GC 6.3.2, Claims, may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals, the Construction Manager's written statement that construction is complete, and recommendation from NVHC's representative to accept the Project, the Construction Manager shall notify NVHC's CEO.

Thirty (30) days after the use or occupancy of the project by NVHC completed, NVHC will pay the Contractor such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

GC 8.4 OPERATION AND MAINTENANCE MANUALS

Prior to the delivery and installation of any item of machinery or equipment, the Contractor shall submit one (1) copy of the Operation and Maintenance Manual(s) as required by the Technical Specifications. The manual(s) will be reviewed by the Construction Manager and/or Design Consultant for content and the Construction Manager will advise the Contractor within five (5) working days of receipt if the manual is acceptable for the delivery and installation of the equipment or machinery. No equipment or machinery shall be tested or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals, three (3) copies, must be submitted and favorably reviewed prior to final acceptance.

GC 8.5 EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor, but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points and assure that all equipment is in proper condition for regular continuous operation. Final start-up of equipment requires forty-eight (48) hours advance notice to the Construction Manager and coordination with the user department of NVHC. Start-ups shall only occur Monday through Thursday.

GC 8.6 FINAL CLEAN UP

At the completion of the Work and before final inspection, the Contractor shall clean the Work Area, material sites, adjacent property and streets and all grounds occupied by the Contractor in connection with the Work of all rubbish, excess and waste materials, as well as all his/her tools, construction equipment, machinery and temporary facilities. All parts of the Work shall be left in a neat and clean condition. If the Contractor fails to clean

GENERAL CONDITIONS

up at the completion of the Work, NVHC may do so and the cost shall be charged to the Contractor.

GC 8.7 WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to NVHC free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any claims, liens, security interests or charges against this Project, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies, the title of which is commonly retained by the utility company. Nothing contained in this Section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of NVHC. The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

GC 8.8 RECORD DRAWINGS

The Contractor shall keep at the Site a copy of the Contract drawings and specifications, including addenda and change orders, to which the Design Consultant, Construction Manager shall have access at all times.

The Contractor shall maintain one (1) set of specifications and full-size drawing prints and mark thereon in red any and all deviations from plan dimensions, elevations, or orientations, and all changes from addenda, change orders, and clarifications. Marked prints shall be updated at least weekly and shall be available to NVHC for review. Prior to Final Acceptance by NVHC, the Contractor shall submit the record Drawings to the Construction Manager in the manner and format specified in the Special Conditions.

GC 8.9 WARRANTY

The Contractor hereby agrees to make, at its own expense, all repairs or removals and replacements necessitated by defects in materials or workmanship supplied under the terms of this Contract, and to pay for any damage to other works resulting from repairs or removals and replacements of such defects which become evident within one (1) year after the date of Substantial Completion of the Project by NVHC or within such longer period of time as may be prescribed by law or by the terms of any applicable technical specification. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold NVHC, and its officers, agents, employees, and volunteers harmless from liability of any kind arising from damage due to said defects.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this section for the Work. The Warranty Form shall be submitted prior to the final acceptance of the Project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of written notice from NVHC, promptly make all repairs or removals and replacements arising out of defective materials, workmanship, or equipment. NVHC is hereby authorized to make such repairs or removals and replacements, and the Contractor and its Surety shall be liable for the cost thereof, if five (5) days after receipt of such written notice to the Contractor, the Contractor has failed to make or undertake the repairs or removals and replacements with due diligence. In case of emergency, where in the opinion of NVHC delay could cause serious loss or damage, repairs or removals and replacements may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof. Such action by NVHC shall not relieve the Contractor of the guarantees required by this Section or elsewhere in the Contract Documents.

This Section does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer or supplier gives a warranty for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish NVHC all appropriate guarantee or warranty certificates upon completion of the Work. No warranty period, whether provided for in this Section or elsewhere, shall in any way limit the liability of the Contractor or his/her sureties or insurers under the indemnity or insurance provisions of these General Conditions.

Prior to the expiration of the Warranty period, NVHC reserves the right to hold a meeting with the Contractor.

GENERAL CONDITIONS

The purpose of the meeting would be to review warranties, bonds, and maintenance requirements and determine required repair or replacement requirements of defective items.

For the purpose of this paragraph, acceptance of the Work or a portion of the Work by NVHC, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

GENERAL CONDITIONS

WARRANTY FORM

Warranty for
Martin Luther King Health Center – Interior Remodel
1799 Mount Mariah Dr.
Las Vegas, NV 89106

We hereby guarantee the construction, installation, electrical, plumbing, mechanical, and fixtures installed and made operational as part of the above noted project for a period of one (1) year from _____ the date of Substantial Completion of the Work as set by NVHC.

The following items are excluded from the provisions of this warranty:
(list any excluded items here)

We agree that if any of the material or equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the Work fail to fulfill any of the requirements of the Contract Documents, we will, within five (5) days of receipt of written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the urgency of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize NVHC to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor's authorized signature: _____

Printed name of authorized individual: _____

Title of authorized individual: _____

Date signed: _____

GENERAL CONDITIONS

SECTION 9.0 PREVAILING WAGE

GC 9.1 PREVAILING WAGE RATES

- A. Federal Funds Apply to this project. As such, the Contractor and all subcontractors shall be bound by and comply with all federal regulations found in Davis Bacon & Related Acts 29CFR Parts 1,3,5,6&7. The contractor shall ensure that all employees on the work site are paid in accordance with the federal regulations.
- B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of workers on the site of Work of this Contract in a place generally visible to the workers. All Federal wages shall be posted as well as the Whistle Blower Poster (WH1321).
- C. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to NVHC, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him/her, or is not reported to NVHC as required by NRS 338.070.
- D. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, the occupation, state or jurisdiction of Identification, race, gender and the actual per diem, wages and benefits paid to each worker employed by him/her in connection with the public Work. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll is submitted via LCPTracker weekly.
- F. The record must be open at all reasonable hours to the inspection of NVHC, and its officers and agents. A copy of the record for each calendar week for the General Contractor and all Sub-Contractors must be uploaded to LCPTracker by the General Contractor no later than one (1) week after the end of the week. The copy must be open to public inspection as provided in NRS 239.010.
- G. The Contractor and all subcontractors hereby agree not to hinder on-site interviews of the Contractor's or subcontractor's workers by the Construction Manager or his/her representative to verify that the workers are being paid the prevailing wage rates.
- H. It is unlawful for any Contractor in connection with the performance of work under a contract with the state, or any of its political subdivisions, when payment of the Contract Price, or any part of such payment, is to be made from public funds, to refuse to employ or to discharge from employment any person because of his/her race, color, creed, national origin, sex, sexual preference or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his/her race, creed, color, national origin, sex, sexual preference or age. The Contractor agrees to insert this provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials.

GC 9.2 NO EXTRA COMPENSATION

All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to NVHC. In case of extra work under the provisions of GC 6.4, MODIFICATION PROCEDURES, no additional payment will be made to the Contractor because of the payment by him/her of overtime wage rates for such work unless the use of overtime work in connection with such extra work is specifically ordered in writing by NVHC.

END OF GENERAL CONDITIONS

LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name & Title of Bidder/Contractor (Please Type)

Signature

Date

LOBBYING ASSURANCES - SUBCONTRACTOR

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (6) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name & Title of Bidder/Contractor (Please Type)

Signature

Date

Conflict of Interest Disclosure Form

Date:

Project: **1080.CDBG.2022/Activity #3525**

Title: **Martin Luther King Health Center – Interior Remodel**

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

- ☐ I have no conflict of interest to report.
- ☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Name & Title of Bidder/Contractor (Please Type)

Signature

Date

"General Decision Number: NV20240038 08/02/2024

Superseded General Decision Number: NV20230038

State: Nevada

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Clark County in Nevada.

EXCLUDES NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

	that contract in 2024.
--	------------------------

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	04/05/2024
3	05/24/2024
4	07/05/2024
5	07/19/2024
6	08/02/2024

* ASBE0135-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 59.75	22.73

BRNV0013-007 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 47.76	19.07

BRNV0013-009 03/01/2023

	Rates	Fringes
TILE FINISHER.....	\$ 33.24	14.60
TILE SETTER.....	\$ 45.37	18.56

CARP1607-003 07/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 46.76	30.21

CARP1977-002 07/01/2024

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, and Batt Insulation).....	\$ 55.51	20.47

ELEC0357-009 06/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 57.48	24.39

ELEV0018-005 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-016 10/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 01.....	\$ 47.79	26.65
GROUP 02.....	\$ 48.74	26.65
GROUP 03.....	\$ 49.03	26.65
GROUP 04.....	\$ 50.52	26.65
GROUP 05.....	\$ 51.62	26.65
GROUP 06.....	\$ 50.74	26.65
GROUP 08.....	\$ 50.85	26.65
GROUP 10.....	\$ 50.97	26.65
GROUP 12.....	\$ 51.14	26.65

GROUP 16.....	\$ 51.47	26.65
GROUP 25.....	\$ 52.64	26.65

GROUP 01: Forklift - less than 5 tons

GROUP 02: Forklift - 5 tons or more

GROUP 03: Bobcat

GROUP 04: Backhoe/Trackhoe - under 3/4 cy; Excavator - under 21,000 lbs.; Greaser - Truck; Concrete Pump - Portable; Screed

GROUP 05: Greaser - Tractor/multi-shift Truck

GROUP 06: Roller

GROUP 08: Paver - Asphalt, Aggregate, and Concrete; Mechanic; Excavator - 21,000 lbs. to 100,000 lbs.; Loader; Backhoe/Trackhoe - 3/4 cy to 5 cy

GROUP 10: Backhoe/Trackhoe - 5 cy to 7 cy

GROUP 12: Excavator - 100,000 lbs. to 200,000 lbs.; Grader/Blade; Backhoe/Trackhoe - over 7 cy

GROUP 16: Excavator - over 200,000 lbs.

GROUP 25: Concrete Pump - truck mounted

ENGI0012-018 10/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 04.....	\$ 50.85	26.65
GROUP 05.....	\$ 50.97	26.65
GROUP 06.....	\$ 51.14	26.65
GROUP 07.....	\$ 51.31	26.65
GROUP 08.....	\$ 51.47	26.65
GROUP 09.....	\$ 52.15	26.65
GROUP 10.....	\$ 52.31	26.65
GROUP 12.....	\$ 52.94	26.65
GROUP 13.....	\$ 53.31	26.65
GROUP 15.....	\$ 54.31	26.65
GROUP 16.....	\$ 54.36	26.65
GROUP 17.....	\$ 54.86	26.65
GROUP 18.....	\$ 55.31	26.65
GROUP 19.....	\$ 56.89	26.65

GROUP 20.....	\$ 57.50	26.65
GROUP 21.....	\$ 58.11	26.65
GROUP 22.....	\$ 58.87	26.65
GROUP 23.....	\$ 59.33	26.65

GROUP 04: Hoist - Chicago Boom or Similar; Bridge Crane;
Creator Crane; Polar Gantry Crane

GROUP 05: Pedestal Crane

GROUP 06: Hoist - Stiff Legs, Guy Derrick, or similar, 25
tons or less

GROUP 07: Hoist - Stiff Legs, Guy Derrick, or similar, 25
tons to 50 tons; K-Crane; Polar Crane; Self-erecting Tower
Crane - 10 tons or less

GROUP 08: Oiler - 40 tons to 200 tons

GROUP 09: Oiler - Over 200 tons

GROUP 10: Hoist - Stiff Legs, Guy Derrick, or similar, 50
tons to 100 tons

GROUP 12: Crane - 40 tons or less

GROUP 13: Hoist - Stiff Legs, Guy Derrick, or similar, 100
tons to 200 tons

GROUP 15: Hoist - Stiff Legs, Guy Derrick, or similar, 200
tons to 300 tons

GROUP 16: Crane - 40 tons to 79 tons

GROUP 17: Crane - 80 tons to 150 tons

GROUP 18: Tower Crane; Hoist - Stiff Legs, Guy Derrick, or
similar, greater than 300 tons

GROUP 19: Crane - 150 tons to 200 tons

GROUP 20: Crane - 200 tons to 250 tons

GROUP 21: Crane - 250 tons to 300 tons

GROUP 22: Crane - 300 tons to 350 tons

GROUP 23: Crane - Over 350 tons

IRON0416-003 01/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 46.20	34.30

IRON0433-004 01/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 46.20	34.30
IRONWORKER, STRUCTURAL.....	\$ 46.20	34.30

LAB00169-037 10/01/2022

	Rates	Fringes
LABORER (4) Pipelayer.....	\$ 30.55	15.02

LAB00872-015 07/01/2024

	Rates	Fringes
LABORER (1) Laborer: Common or General, Landscape.....	\$ 36.03	32.76
(3) Mason Tender - Brick, Mason Tender - Cement/Concrete.....	\$ 36.34	32.76

PAIN0159-005 07/01/2023

	Rates	Fringes
PAINTER (Brush, Roller, Spray & Drywall Finishing/Taping).....	\$ 46.65	22.65

PAIN1512-001 04/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.32	18.26

PAIN2001-002 03/01/2024

	Rates	Fringes
GLAZIER.....	\$ 56.12	28.78

* PLAS0797-005 07/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 49.75	18.88
PLASTERER.....	\$ 49.22	17.94

PLUM0525-006 10/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 54.00	25.30
PLUMBER (Includes HVAC Pipe Installation and HVAC Unit Installation).....	\$ 54.00	25.30

* ROOF0162-004 08/01/2024

	Rates	Fringes
ROOFER.....	\$ 37.76	12.42

SFNV0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 48.97	30.81

SHEE0088-004 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 53.51	30.10

TEAM0631-001 07/01/2023

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 33.71	31.81

SUNV2014-010 09/08/2016

	Rates	Fringes
MASON - STONE.....	\$ 23.30	0.00

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. ?1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

I, the undersigned have read and so understand the contents of this document:

Name: _____ dated this ____ day of _____, _____
Contractor/Subcontractor

Authorized Signature

Clark County

SECTION 3

Policies and Procedures

Section 3 Compliance for Federally Funded Programs



CLARK COUNTY, NEVADA

**Department of Social Service
Community Resources Management Division**

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SECTION 3 COMPLIANCE REQUIREMENTS

1. General Information/Purpose:

A. Definition of Section 3

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of **24 CFR Part 75**. Section 3 regulations aim to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons.

B. Purpose of this Document

This guidance document explains how Clark County and its **subrecipients** and/or contractors (developers, sponsors, subgrantees, non-profit entities, prime/general contractors and/or sub/lower-tier contractors) will comply with Section 3 requirements in the implementation of **HUD funded programs**. In compliance with this rule, Clark County and its subrecipients will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (**Section 3 workers and Targeted Section 3 workers**) and to eligible businesses (**Section 3 Businesses**) and requires the same of its subrecipients whose projects trigger Section 3.

Clark County may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies. A "revised" date on the cover page footer will document the latest update.

C. Applicability

These Section 3 policies and procedures apply to Clark County projects, for housing rehabilitation, housing construction, and other public construction **projects that exceed \$200,000 and are either partially or fully funded by HUD**. Applicability of the budget threshold is determined at the project level.

For projects funded under the Lead and Hazard Control and Healthy Homes Programs, Section 3 applies to projects that exceed \$100,000.

Section 3 requirements **do not apply** to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

D. List of Exhibits

Exhibit #1 – Section 3 Business Concern Acknowledgement	Submit with Bid	Prime Only
Exhibit #2 – Certification of Section 3 Business Concern	Submit with Bid	If Section 3 Bus. *
Exhibit #3 – Certification of Section 3 Worker	Pre-Notice to Proceed (NTP)	All Employees
Exhibit #4 – Section 3 Contractor Ack. and Action Plan	Pre-Notice to Proceed (NTP)	All Contractors**
Exhibit #5 – Section 3 Contractor Compliance Plan	Pre-Notice to Proceed (NTP)	Prime Only
Exhibit #6 – Examples of Section 3 Qualitative Efforts	Quarterly/End of Contract/Project	All Contractors***
Exhibit #7 – Section 3 Subcontractor Reporting	Quarterly/End of Contract/Project	Subcontractors
Exhibit #8 – Section 3 Prime Contractor Reporting	Quarterly and End of Project	Prime

* Prime Contractor or Developer on behalf of any business seeking Section 3 bid preference

** Also applies to Prime Contractors that self-perform

*** If safe harbor requirements are not met; Also applies to Prime Contractors that self-perform

2. Section 3 Coordinator

Clark County's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for Clark County and its subrecipients, including developers, contractors and subcontractors supporting the program. Subrecipients and others are encouraged to reach out to the Section 3 Coordinator with questions regarding Section 3 compliance:

Section 3 Coordinator
Clark County Social Service, Community Resources Management (CCSS-CRM)

3. Employment, Training and Contracting Goals

A. Safe Harbor Compliance

A recipient of HUD funds for the general categories of projects mentioned in 1.B is expected to comply with the Section 3 requirements. Broadly, a recipient must meet the general rule that projects must prioritize the employment and/or engagement of Section 3 Workers, Targeted Section 3 Workers and Section 3 business concerns as outlined in 3.C. Clark County will be considered to have complied with such rule, if it certifies that it followed the required prioritization of effort and met or exceeded the **Section 3 benchmarks**, absent evidence of the contrary.

By extension, subrecipients are expected to require the same of its prime contractor as well as of the latter's subcontractors. Prior to the beginning of work, all contractors including sub and lower tier contractors, will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined in 3.C. A Contractor Acknowledgement and Action Plan (Exhibit #4) is required to be signed as evidence and submitted to the subrecipient with copy to CCSS-CRM prior to the issuance of the Notice to Proceed. At the project level, the prime contractor and its subcontractors must aim to comply with Safe Harbor benchmarks as explained in the pertinent section.

If the contractor and subcontractor do not meet the safe harbor requirements, they must provide explanations for the shortfall and show the actions they have taken in good faith towards compliance. Exhibit #6 (Qualitative Efforts) must be completed and submitted for this purpose.

B. Safe Harbor Benchmark

Clark County has established employment and training goals that subrecipients and their contractors should meet to comply with Section 3 requirements outlined in 24 CFR Part 75.19. The safe harbor benchmark goals are as follows:

- 25% or more of the total number of labor hours must be performed by a Section 3 workers

Section 3 Labor Hours/Total Labor Hours = 25%

- 5% or more of the total labor hours must be performed by “**targeted**” Section 3 workers as defined at 24 CFR Part 75.21

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

These benchmarks are established by HUD and updated at least once every three years. The pertinent issuances are published in the Federal Register. The Clark County Section 3 Policies and Procedures will be reviewed and updated accordingly.

It is the responsibility of the prime contractor to require and monitor that all subcontractors are exerting their best efforts to reach the benchmarks. Exhibits #7 (Subcontractor Reporting) and #8 (Prime Contractor Reporting) must be completed and submitted at regular intervals to show progress towards the benchmarks. A self-performing Prime Contractor or a subcontractor that does not meet the Safe Harbor targets must explain why these were not met as well as show the qualitative efforts it has done to try to meet them. Exhibit #6 is to be utilized for this purpose.

Every contractor bidding as a prime, and regardless if it is claiming Section 3 status or not, is bound to comply with the requirements of Section 3. Section 3 Plans must be submitted using Exhibit #5. This form should be a summary of the information presented in Exhibit #4 submittals by the different subcontractors and its own in case the Prime Contractor will be self-performing.

Notwithstanding the expectation of every contractor to meet the benchmark to the greatest extent possible, the subrecipient/developer/prime contractor has the option to strategize how the target for the entire project can be met. These strategies may include: focusing on the big subcontractors to meet the minimum hours for Section 3 and Targeted Section 3 Workers for the entire project, linking up YouthBuild program implementors with the contractors, consolidating job postings of all contractors, among other approaches.

When identifying the most feasible strategy/ies, the subrecipient/developer/prime contractor is strongly encouraged to develop the total project labor hour projections before starting the project, based on the Exhibit 4 submissions from every contractor. Appendix B (Guidelines for Developing Labor Hour Projections and Sample Template) may be used as basis and reference for this important step.

C. Prioritization of Effort for Employment, Training & Contracting

Employment and Training

Under Clark County's Section 3 implementation, contractors and subcontractors should make best efforts to provide employment and training opportunities to low-income workers within the metropolitan area (or nonmetropolitan county) in which the project is located, in the priority order listed below:

1. "Targeted" Section 3 workers residing within the service area or the neighborhood of the project; and
2. Participants in YouthBuild programs.

Prime Contractors that will self-perform and subcontractors will be required to certify (Exhibits #5 and #4, respectively) that they will exert their best efforts to follow the prioritization of effort requirements prior to the beginning of work.

Contracting

Consistent with the Safe Harbor benchmarks, subrecipients and prime contractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to low-income workers in the following order or priority:

1. Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located, in the following order of priority (where feasible):

- a. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project: and
- b. YouthBuild programs.

It must be stressed, however, that the selection of the contractors or subcontractors must always comply with the principles of fair, open and competitive procurement.

4. Eligibility and Certifications

Businesses that meet Section 3 criteria may, through self-certification, seek Section 3 preference from Clark County for contracting opportunities generated by housing and community development financial assistance. Similarly, individuals who meet the criteria and are seeking preference for employment or training may self-certify using the prescribed form.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to Clark County may have their contracts terminated as defaulted and be barred from future considerations for contracting opportunities.

A. Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 worker seeking certification shall submit documentation, using Exhibit #3 (Section 3 Worker Certification), to the subrecipient's contractor or subcontractor, as defined in 24 CFR Part 75. For the purpose of determining Section 3 worker eligibility, Clark County will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at: <https://www.huduser.gov/portal/datasets/il.html> (See **Exhibit #3**).

Persons seeking the **Section 3 worker** preference shall demonstrate that they meet one or more of the following criteria currently or within the past five years¹ as documented:

1. A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); OR

1Lookback period extends only to November 30, 2020, when the rules took effect.

2. Employed by a Section 3 business concern OR
3. A YouthBuild participant.

Persons seeking the **Targeted Section 3 worker** preference, on the other hand, shall demonstrate that they are currently:

1. Employed by a Section 3 business concern OR

At the time of hire or within the last five years¹ were either:

2. Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; OR
3. A YouthBuild participant.

B. Section 3 Business Concern Certification

Clark County encourages subrecipients and prime contractors to make best efforts to award contracts or subcontracts to Section 3 business concern.

Businesses (contractors) can qualify as a **Section 3 Business Concern** by demonstrating that they meet one or more of the following criteria:

1. At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
2. At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to Clark County, that they meet the above criteria. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form (**Exhibit #2**). The pertinent support documents must be submitted depending on the criterion used as the basis for the certification. Previous certification as a Section 3 Business Concern may be accepted as valid if the same was executed within the last six months immediately preceding the bidding the firm is participating in.

5. Assisting Contractors with Achieving Section 3 Goals

To assist subrecipients and their contractors in meeting or exceeding the Section 3 goals, Clark County may do some, or all of the following:

1. Require Clark County's Section 3 Plan (this document) to be included in all bid documents and review pre-bid solicitations/advertisements to ensure compliance as needed.
2. Require and attend mandatory pre-bid and pre-construction meetings to explain Section 3 program requirements.
3. Require prime contractors to sign the "Section 3 Contractor Compliance Plan" (**Exhibit #5**).
4. Provide technical assistance, training materials and/or resources as needed to enable contractors to understand and meet the Section 3 benchmarks set by HUD.

1 Lookback period extends only to November 30, 2020, when the rules took effect.

5. Maintain a local Section 3 worker/Targeted Section 3 worker database and provide subrecipients and contractors with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
6. Maintain a list of contractors that have violated Section 3 requirements.
7. Encourage local contractors to report eligible Section 3 businesses to the County Section 3 Coordinator.
8. Leverage Clark County's communication outlets (social media, website, etc.) to effectively communicate Section 3 employment and contracting opportunities.
9. Undertake outreach activities such as but not limited to organizing meetings among subrecipients, contractors and offices implementing the YouthBuild Program.

6. Section 3 Outreach

A. Outreach Efforts for Employment and Training

All subrecipients and prime contractors are strongly encouraged to utilize multiple active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, such as:

1. Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 'voucher.'"
2. Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings.
3. Working with the County Section 3 Coordinator to connect Section 3 workers and Targeted Section 3 workers in Clark County's database.
4. Establishing a current list of Section 3 eligible applicants.
5. Contacting local community organizations and provide them with job postings for Section 3 eligible applicants.
6. Connecting with the local YouthBuild program to find eligible participants.
7. Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a. Advertising job opportunities via social media, including LinkedIn and Facebook, Zip Recruiter, CareerBuilder, Indeed and local employment agencies.

- b. Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices.
- c. Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.

B. Outreach Efforts for Contracting

When contracting opportunities arise in connection with the HUD funded program, Clark County and/or its subrecipients and their prime contractors, will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

1. Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
2. Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
3. Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
4. Providing notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
5. Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
6. Coordinating with Clark County's Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
7. Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with Clark County as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

Clark County does not contract directly but advises our subrecipients, developers and their prime contractors of the requirement to comply with Section 3 and to include reference in the bid solicitation in our "Subrecipient Guidelines for Federal Funding Procurement Policies and Procedures". All subrecipients receive this document.

All contractors/businesses seeking a Section 3 bidding preference are required to complete the certifications using Exhibits #1 (Section 3 Business Concern Acknowledgement and Certification) and #2 (Section 3 Business Concern Certification Form). Such certifications shall be submitted as part of the bid package and adequately supported with appropriate documentation as

referenced in the Section 3 Business Concern Certification Form (**Exhibit #2**). All bidders, regardless of Section 3 Business Concern status, are required to submit the Section 3 Business Concern Acknowledgement and Certification (**Exhibit #1**) with their bid.

Clark County and its subrecipients reserve the right to verify certifications and the accompanying documents submitted by the bidders and take the appropriate corresponding actions.

8. Section 3 Provisions/Contract Language

Clark County will require standard Section 3 language to be included in all subrecipient, developer/sponsor, and contractor contracts and/or agreements covered by Section 3 to ensure compliance with regulations in 24 CFR Part 75. Clark County will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and will not knowingly allow any subrecipient to contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis, the Section 3 Coordinator will audit Clark County's subrecipient's contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

It is the responsibility of the Prime Contractor to ensure that Section 3 contract provisions are included in all sub and lower tier contracts. These provisions will apprise all contractors of their compliance and recordkeeping responsibilities. All Section 3 reporting and prioritization requirements of CFR Part 75.19 apply to any subrecipients, contractors, and subcontractors regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts. **It is a County requirement that all contracts include Exhibit #4.**

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

For businesses, noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9. Bidding Requirements and Preference

The Section 3 Business Concern criteria under the "New Rule" makes it very difficult for Prime or General contractors to qualify. The bid preference stated below will be extended to:

- Any qualifying Prime Contractors Certified as a Section 3 Business Concern
- Any Prime Contractor that includes a minimum of 1 Certified Section 3 subcontractor for every 10 subcontractors
 - Number of required Section 3 Certified subcontractors is determined by dividing the total number of contractors by 10 and rounding to the nearest whole number
 - **Example 1:** 14 subcontractors/10=1.4 or **1 Section 3 subcontractor required**
 - **Example 2:** 28 subcontractors/10=2.8 or **3 Section 3 Subcontractors required**
- For contracts being awarded based on a Section 3 bid preference, documentation will be required by the Clark County Section 3 Coordinator of all qualifying criteria necessary to "Certify" the business as Section 3 and completing **Exhibit #2**

- Any substitution of a Certified Section 3 subcontractor after bid award/contract requires replacement with another Certified Section 3 subcontractor, if possible. Substitution with a non-Section 3 certified subcontractor will have to be justified and approved in writing by Clark County or the concerned subrecipient.

By extension, Prime Contractors/Developers procuring the services of subcontractors shall, at the minimum, extend invitation to all certified Section 3 businesses for all pertinent contracts. The determination of the winning bidder shall be subject to the provisions explained in Section 9.B.

All bidders on a HUD funded project are required to submit **Exhibit #1** with their bid, identifying whether they are seeking a Section 3 bid preference or not. For those seeking a Section 3 bid preference, **Exhibit #2** is also required along with the pertinent support documents. The procuring entity (i.e., Subrecipient, Developer, or Prime Contractor) and/or the County Section 3 Coordinator will review documentation provided by the contractor to determine if it meets the requirements for Certification. Certification will be required by the Prime, or the required number of subcontractors, prior to consideration of the bid preference and subsequent bid award.

Clark County's subrecipient, with notification and consultation with the Section 3 Coordinator, will identify the lowest responsible and responsive bidders according to the criteria below:

A. Lowest Bid Based Upon No Bid Preference:

If no responsive bid by a Section 3 business concern meets the requirements (i.e., is within the budget estimated by the County and is within "X" amount of the lowest responsive bid submitted by a responsible bidder) the contract shall be awarded to the lowest responsive and responsible bidder.

B. Lowest Bid Based Upon Bid Preference:

Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the lowest responsive bid if that bid:

- is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	X=lesser of
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$ 9,000
At least \$100,000 but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000 but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1% of the lowest responsive bid, with no dollar limit.

C. Award Criteria:

Any bidder awarded under either criteria A or B above will be required to meet all requirements of Section 3 in 24 CFR Part 75.

10. Reporting & Recordkeeping Requirements

The prime contractor and its subcontractors are required to comply with the reporting requirements as explained in the succeeding sections.

A. Quarterly Reporting

The prime contractor is required to submit consolidated quarterly labor hour reports to Clark County through the subrecipient. The reports must be the aggregated figures from the prime contractor's own labor deployment and from its subcontractors and submitted on the following schedules:

Quarter #	Reporting Period	Due Date
1	January 1 – March 31	April 15
2	April 1 – June 30	July 15
3	July 1 – September 30	October 15
4	October 1 – December 31	January 15

B. Labor Hours Reporting

Prior to construction, the prime contractor must provide estimates of the anticipated total number of labor hours, Section 3 labor hours and the "Targeted" Section 3 labor hours for the entire project. The estimates must be the aggregation of the projected labor hours by the prime contractor and its subcontractors and reflected using Exhibit #4 (Contractor Acknowledgement and Action Plan). The exhibit will show the estimated labor hours and transposed into targets based on the Safe Harbor benchmarks as follows:

- Estimated Total Number of Project Work Hours: _____
- Goal for Section 3 Workers: Total Number of Project Work Hours X 25% = _____
- Goal for "Targeted" Section 3 Workers: Total Number of Project Work Hours X 5% = _____

Exhibit #5 (Section 3 Contractor Compliance Plan), which is a prerequisite to the issuance of the Notice to Proceed, will reflect the same figures but will also present the strategies that the contractor will employ to reach the targets. Exhibit #6 (Qualitative Efforts) may be used as reference in identifying these strategies.

During construction, the prime contractor is required to report on a quarterly basis on the total Section 3 labor hours and "Targeted" Section 3 labor hours using Exhibit #8 (Prime Contractor Reporting). As with the estimates provided in Exhibit #4, the prime contractor's report should capture the numbers submitted by the different subcontractors using Exhibit #7 (Subcontractor's Reporting). For **CDBG projects** which trigger Davis-Bacon prevailing wage requirements, this information can be tracked using **LCPtracker**. If no time/resources system is in place and use of LCPtracker is not required (such as for **HOME projects**) to track labor hours, HUD allows a "**good faith**" estimate by the contractor.

C. Reporting on Projects with Multiple Funding Sources

- For Section 3 projects that include housing and community development financial

assistance, Clark County, or other local jurisdictions with HUD funding in the same project, will report on the project as a whole and will identify the multiple associated recipients.

- For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), Clark County will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year. Upon the completion of a project, Clark County Section 3 Coordinator will conduct a final review of the project's overall performance and compliance and will submit the Section 3 data into IDIS for project closeout.

D. Recordkeeping

Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. The details on this requirement as well as examples of documentation can be found in 24 CFR Part 75.31.

To achieve recordkeeping compliance, prime contractors must maintain records, including those from its subcontractors, and submit reports, as requested, to HUD and Clark County, documenting compliance to the greatest extent feasible for actions taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitations for bids or proposals; copies of advertising and lists maintained verifying recruitment, hiring and referrals for employment; and copies of affirmative action plans.

Clark County and HUD staff shall have access to all records, reports and other documents or items of the prime contractor and subcontractors that are maintained to demonstrate compliance with Section 3 requirements, or that are maintained in accordance with the regulations governing the Section 3 covered project under which Section 3 covered assistance is provided or otherwise made available to the contractor and subcontractors.

Clark County, subrecipients, prime contractors, and subcontractors are required to maintain all records related to employment and training of low and very low-income residents and to comply with the regulations of Section 3.

11. Internal Section 3 Complaint Procedure

To internally resolve complaints generated due to non-compliance with Section 3 requirements, Clark County encourages adoption of the following steps and procedures:

1. Complaints should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75; then submitted to Clark County's Section 3 Coordinator.
2. Complaints must be filed within 30 calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted to determine the validity of the complaint. Clark County will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
4. Clark County will provide written documentation detailing the findings of the investigation and release the same after careful review for accuracy and completeness no later than 30 calendar days after the receipt of the complaint.
5. If the complainant/s wish to have the concerns considered outside of Clark County, a complaint may be filed with:
 - The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Under other federal laws, complainant/s may also be eligible to bring complaints to:

- U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.
- The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

APPENDICES AND EXHIBITS

Appendix A: Definitions

Low-Income and Very Low-Income

Low- and very low-income limits are typically established at 80% and 50%, respectively, lower than the area median individual income as defined in Section 3(b)(2) of the Housing Act of 1937. These thresholds are determined annually by HUD. Further guidance and reference may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

Section 3 Business Concern

- At least 51% owned and controlled by low- or very low-income persons.
- Businesses where Section 3 workers perform over 75% of the labor hours over a 3-month period; or
- At least 51% owned and controlled by a current public housing Section 8 residents.

YouthBuild Program

YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school and re-enrolled.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

Additional Criteria:

- A member of a low-income family and/or
- A youth in foster care (including youth aging out of foster care) and/or
- A youth with a disability and/or
- The child of an incarcerated parent and/or
- A migrant youth

The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>

Service Area

"Service area" or the "neighborhood of the project" means an area within one mile radius of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 Worker

- A worker whose income for the previous or annualized calendar year is below the income limit established by HUD
- Employed by a Section 3 business concern
- A YouthBuild participant

“Targeted” Section 3 Worker

For Housing and Community Development Financial assistance projects, a “Targeted” Section 3 worker is:

- Employed by a Section 3 Business Concern: or
- Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5
- A YouthBuild participant.

Section 3 Worker and Business Concern Certification

Process whereby an individual person or a particular business is certified as a Section 3 Worker, a “Targeted” Section 3 Worker, or a Section 3 Business concern. The process may be done through self-certification or an established certification system. For the Section 3 Worker Certification, there is an option for the employer to complete the appropriate form if the worker chooses not to self-certify. The appropriate documentation may be required to support the certification. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

Subrecipient

A “subrecipient” refers to a second-line recipient of a Federal grant that may be initially allocated to another entity (e.g., State, County). This may include developers, sponsors, subgrantees and/or non-profit entities.

Contractors

Contractors refer to businesses awarded contracts on federally funded projects by subrecipients. Contractors may include sub/lower-tier contractors that work under the prime contractor.

Developer

Developers refer to businesses that are in charge of the entire development process, which may include activities such as land acquisition/entitlement, financing, project design and management, among other functions. Developers may also act as their own prime contractors if allowed by the funding program.

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

Appendix B

Guidelines for Developing Labor Hour Projections and Sample Template

Context:

Under Section 3 of the HUD Act of 1968, projects funded by Federal monies must, to the greatest extent feasible, direct employment and training opportunities to the very low- and low-income workers. In practical terms, projects are expected to meet the safe harbor targets of 25% and 5% of its labor hours worked by Section 3 and Targeted Section workers, respectively. Reaching these targets require adequate planning at the outset. This includes estimating the total labor hours, identifying the most feasible qualitative efforts to reach or exceed the Section 3 goals, and following through on the chosen strategies.

It is critical that compliance with the safe harbor targets be viewed from the “project” level rather than from a “per contractor” perspective. Doing so recognizes the reality that certain firms may not be able to employ very low- and low-income workers. Examples are unionized contractors or contractors whose contracts in the project are small enough that their company principals can easily do the work. However, several large non-union contractors with many employees and a large percentage of the total project hours that are proactive in employing Section 3 or Targeted Section 3 workers, may be enough to meet the targets for the entire project.

The key to meeting the safe harbor targets begins before construction starts. The use of a simple spreadsheet similar to the table below would be a helpful planning tool. The following steps and the table that follows are provided to assist a prime contractor/developer in meeting or exceeding the compliance goals.

Steps:

1. List every firm that will be contracted for the project.
2. For each contractor, include a separate column for the total # of hours projected for the entire work based on the Exhibit #4 submissions.
3. Include another column to reflect the qualitative efforts planned by each contractor to meet the safe harbor targets.
4. Total the # of hours to be worked by all contractors based on Exhibit #4 submissions.
5. Total the # of hours to be worked by Section 3 businesses.
6. Compute the % of hours to be worked by Section 3 businesses, as a percentage of total project hours, for the largest and the 5 largest contractors

If a shortfall is projected, the following practical strategies, among other efforts, may be pursued:

1. While encouraging every firm to meet the targets under its contract, focus more on the contractors that have the biggest contracts in terms of the # of hours. These contractors may be encouraged to employ Section 3 or Targeted Section 3 workers, or to adopt the strategy of dividing the work into smaller chunks and solicit Section 3 and non-Section 3 businesses alike. The Section 3 Policies and Procedures explain how the bid preference for Section 3 businesses can be applied.

2. From the planned qualitative efforts, identify the most common strategies. Explore the possibility of consolidating efforts such as holding a job fair specific for the project or compiling a list of vacancies for all the concerned contractors and posting them on job boards of organizations helping low-income populations.
3. Assist contractors in analyzing the feasibility and relevance of chosen strategies for their respective engagements. For example, if a contractor projects few hours to complete their work, the strategy of dividing its contract to facilitate Section 3 business participation may not be an appropriate qualitative effort.
4. Invite representatives from the “YouthBuild” Program implementor and other organizations helping low-income populations on employment and training to Pre-Construction meetings so they can present their respective programs.

Sample Section 3 Labor Hours & Qualitative Activities-Fictitious Project

Contractor	Total Hours	Qualitative Activities
Excavation Contractor		1 (Other: Ad on Indeed.com)
Framing Contractor		1 (Hold job fairs)
Plumbing Contractor		1 (Hold job fairs)
Electrical Contractor		1 (Other: Limited to Union members)
Roofing Contractor		2 (Outreach to Other Funding Targeted Workers; Direct OJT)
Clean-Up Contractor		1 (Other: Solicit low-income workers)
Total Project Hours:		
Total Hours by Section 3 Businesses:		
Total Section 3 Hours by 5 largest Contractors:		(Largest Contractors Based on Total Project Hours, Compute Section 3 Hours as a Percentage of Total Project Hours)
Total Section 3 Hours by the largest Contractor:		(Largest Contractors Based on Total Project Hours, Compute Section 3 Hours as a Percentage of Total Project Hours)

Exhibit #1-Section 3 Business Concern Acknowledgement and Certification

This form MUST be submitted with all BIDS

The undersigned hereby acknowledges that the aforementioned project is subject to the Section 3 provisions consistent with existing Federal regulations which warrants that projects assisted with funds granted by the United States Department of Housing and Urban Development (HUD) shall, to the greatest extent feasible, be directed to business concerns which provide economic opportunities to low and very low-income persons.

The undersigned hereby certifies that the firm designated below, is entitled to a bid preference as a Section 3 Business Concern because of the applicability of one of the following:

If this section is not complete at the time of Bid submittal, the firm will not be eligible to claim the Section 3 Business Concern bid preference. Additionally, one of the 4 boxes must be checked.

- ☐ 1. This firm is at least 51 percent owned and controlled by low- or very low- income persons, as defined in 24 CFR Part 75 of which this certification made part. ***(Complete Exhibit #2)***
- ☐ 2. This firm has over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. ***(Complete Exhibit #2)***
- ☐ 3. This firm is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. ***(Complete Exhibit #2)***
- ☐ 4. This firm is not claiming a Section 3 Preference.

The undersigned acknowledges that the failure to check any of the boxes above shall preclude the firm from being considered a Section 3 Business Concern entitled to any bid preference.

It is further acknowledged, that regardless of my entity's Section 3 business status, our submission of a bid confirms our commitment to comply with the Section 3 requirement on employment opportunity prioritization.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to Clark County may have contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Signature of Bidder

Legal Name of Firm (as it would appear in contract)

Name of Bidder (Print or Type)

Telephone Number

Email Address

Address of Firm

Nevada State Contractor's License Number

City, State, Zip Code

License Classification

Today's Date

EXHIBIT #2-Section 3 Business Concern Certification Form

This form MUST be submitted with BID if claiming a Section 3 Bid Preference

Business: _____

Project Title: _____

The undersigned, as a duly authorized representative of the business entity identified above and on the signatory line below, hereby certifies that such business entity qualifies as a Section 3 Business Concern as defined under 24 CFR 75 based upon the following:

- ☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- ☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

In support of the abovementioned claim, pertinent documents are submitted along with this exhibit.

I affirm that the above statements and the support documents are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to Clark County may have contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Name of Firm: _____

Business Address: _____

Email Address: _____

Signature: _____ Date Signed: _____

Title: _____ Telephone No.: _____

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification? Yes/No: _____

Certifying Agency: _____

Certification Date: _____

Employers must retain this form in their Section 3 compliance folder for 5-years.

EXHIBIT #3 - Section 3 Worker Certification

Worker Certifications can either be done by the Employer (Contractor) or the Employee (Worker). The **worker self-certification** would be on a voluntary basis and the information will be kept confidential by the employer, unless requested by HUD or other government entities for monitoring purposes. The decision to self-certify or not has no effect on the worker's employment.

Employer certifications can be done by the contractor/employer by annualizing the workers' current rate of pay or documenting their annual pay as of the date of hire back 5-years (if after 11/30/2020). If the employer certifies based on income, either currently or after 11/30/2020, only the worker income from the certifying contractor/employer can be considered.

Name of Project: _____

Address of Project: _____

Name of Contractor/Current Employer: _____

Workers can qualify as **Section 3 workers** by either income status, if they are employed by a Section 3 business or if they are/have been a YouthBuild participant.

To qualify by income status, the workers' Income must be at or below the HUD income limits listed below for the Qualifying Year:

1 Person (Clark County: Las Vegas-Henderson-Paradise, NV MSA)	2024	2023	2022	2021	2020
Very Low-Income	\$33,350	\$30,350	\$28,650	\$27,550	\$26,250
Low-Income	\$53,350	\$48,550	\$45,850	\$44,100	\$42,000

Workers can qualify as **"Targeted" Section 3 workers** if they are employed by a Section 3 business concern, live/lived within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5 (See "Service Area" Definition Below) or is/has been a YouthBuild participant within the last 5-years.

Employee Self-Certification

I certify that I qualify as a **Section 3 Worker** because currently, or within the last five years¹, I satisfy either one of the following criteria:

- | | |
|--|--------------------|
| 1. Low or very low-income resident (see table above) | Yes _____ No _____ |
| 2. Employed by a Section 3 business concern | Yes _____ No _____ |
| 3. A YouthBuild participant | Yes _____ No _____ |

For the qualifying year _____, my annual gross income was/will be: \$ _____

1 Lookback period extends only to November 30, 2020, when the Section 3 Rules took effect.

I certify that I qualify as a **"Targeted" Section 3 Worker** because currently I am:

1. Employed by a Section 3 Business Concern Yes_____ No_____

OR currently or within the last five years¹, I:

2. Live/lived within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5 (See "Service Area" Definition Below), OR Yes_____ No _____

3. Is currently/has been a YouthBuild participant. Yes_____ No_____

Employee Name: _____ Date Hired: _____

Employee Address: _____

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee's Signature: _____ Date Signed: _____

Employer's Certification

I, as the employer, certify that the worker named below qualifies as a **Section 3 Worker** because currently, or within the last five years¹, he/she satisfies either one of the following criteria:

1. Low or very low-income resident (see table above) Yes_____ No _____

2. Employed by a Section 3 business concern Yes _____ No _____

3. A YouthBuild participant Yes _____ No _____

For the qualifying year _____, this worker's' annual gross income was, or is anticipated to be \$_____ based on her/his current hourly rate.

I, as the employer, certify that the worker named below qualifies as a "**Targeted**" **Section 3 Worker** because currently he/she is:

1. Employed by a Section 3 Business Concern Yes_____ No_____

OR currently or within the last five years¹, he/she:

2. Lives/lived within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5 (See "Service Area" Definition Below), OR Yes_____ No _____

3. Is currently/has been a YouthBuild participant. Yes_____ No _____

Employee Name: _____ Date Hired: _____

Employee Address: _____

1 Lookback period extends only to November 30, 2020, when the Section 3 Rules took effect.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employer's Name/Title (Please Print): _____

Employer's Signature:_____ Date Signed:_____

Based on the preceding certifications (Check all that apply):

NOTE: This should be completed by either the prime contractor, the subcontractor or a lower tier contractor depending on who actually employs the worker.

- ☐ Worker does not qualify as a Section 3 Worker
- ☐ Worker qualifies as a Section 3 Worker
- ☐ Worker qualifies as a "Targeted" Section 3 Worker
- ☐ Worker Self-Certified their Section 3 worker status
- ☐ Employer Certified their Worker's Section 3 status based on current income or income from their initial hire date

"Service area" or the "neighborhood" of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

EXHIBIT #4-Section 3 Contractor Acknowledgement and Action Plan

NOTE: All prime contractors, that self-perform, and subcontractors must sign and submit this form (3 pages) which becomes part of the contract. A copy must be forwarded to the Clark County Section 3 Coordinator through the subrecipient prior to the issuance of a Notice to Proceed.

Purpose, Authority and Responsibility

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. **Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by "Targeted" Section 3 workers.**

Instructions: Contractor to complete form, sign/date and return to the Prime Contractor, Developer and/or the County Section 3 Coordinator, prior to conducting any labor activities:

Project Name/Address: _____

Contractor Name (print): _____

As attested by my signature at the bottom of this form, I hereby CERTIFY that, as the authorized representative for the above identified contractor and project, that my company:

(a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and

(b) will comply with HUD's regulations in 24 CFR Part 75; and

(c) will submit to the Clark County CRM, appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 and "Targeted" Section 3 workers, confirmation of Section 3 business concerns and YouthBuild participants, and

(d) will include this Section 3 Contractor Acknowledgement and Action Plan in every contract, and

(e) will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

Section 3 Contractor Acknowledgement and Action Plan (Exhibit #4-Page 2)

Section 3 Action Plan

NOTE: This exhibit is primarily intended for the subcontractors. However, it will also be required of Prime Contractors that will self-perform.

The Section 3 Action Plan includes both an estimate of labor hours and what the contractor intends to do in terms of meeting Section 3 compliance requirements.

Labor Hours:

HUD requires contractors to estimate the **anticipated** number of **total Section 3 labor hours** and **“Targeted” Section 3 labor hours** for HUD funded projects covered by Section 3. During construction contractors will be required to report (quarterly), on the total Section 3 and “Targeted” Section 3 labor hours. If no time/resources system is in place (such as **LCPtracker**) to track labor hours, HUD allows a **“good faith” estimate by the contractor**. Contractors will use **Exhibit #7** to report this to the Prime, and Developers/Prime Contractors can use **Exhibit #8** to report to the Clark County Section 3 Administrator.

All contractors are required to estimate the number of labor hours, Section 3 labor hours and “Targeted” Section 3 labor hours prior to entering into a contract as part of their Section 3 Action Plan. The Prime Contractor will use this estimate to aggregate the total number of project hours to meet HUD reporting requirements:

- Estimated Total Number of Project Work Hours _____
- Goal: Total Number of Hours Worked: _____ x 25% = Section 3 Goal _____
- Goal: Total Number of Hours Worked: _____ x 5% = Targeted Section 3 Goal _____

Qualitative Efforts:

Given the unequivocal importance of meeting the Section 3 benchmarks, the prime contractor and subcontractors must identify the actions they intend to employ to reach the Safe Harbor targets. These actions may include, but are not limited, to the following:

Employment:

- ☐ Outreach efforts to identify and secure bids from Section 3 businesses
- ☐ Technical assistance to help Section 3 businesses understand and bid for contracts
- ☐ Division of contract into smaller jobs to encourage and facilitate participation by Section 3 businesses
- ☐ Sending invitations to Section 3 businesses to bid for contracts
- ☐ Application of preference for Section 3 business contract bids within the parameters of fair and competitive procurement
- ☐ Coordination with YouthBuild program implementors
- ☐ Coordination with organizations doing workforce development programs for low-income participants

- ☐ Posting of job vacancies in employment platforms such as Indeed.com, ZipRecruiter and in job boards of organizations helping low-income populations (e.g., Salvation Army, Goodwill of Southern Nevada, United Way, Catholic Charities, Asian Community Development Council)
- ☐ Coordination with organizations helping low-income residents within the project area for the primary purpose of recruiting workers
- ☐ Conduct and/or participate in job fairs.
- ☐ Provide or connect residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- ☐ Other efforts: Specify:

Training:

- ☐ Direct on-the-job training (including apprenticeships)
- ☐ Worker training for new trade skills, financial literacy, etc., either through payment of fees or conducting classes/sessions on vocational and technical trades
- ☐ Referral of low-income residents to institutions that provide assistance in seeking employment, including drafting resumes, preparing for interviews, and other job placement-related services
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Other efforts: Specify:

As attested by my signature below, I hereby guarantee that my company will adhere to this Section 3 Acknowledgement and Action Plan and exert serious efforts to meet the Safe Harbor targets.

Signature: _____ Date _____

Authorized representative's name and title (Print or type above)

EXHIBIT #5-Section 3 Prime Contractor Compliance Plan

Clark County, Nevada

Project Name _____ **Date** _____

Company Name _____

Contact _____ **Phone Number** _____ **Email** _____

This **Compliance Plan** is to be completed by the **prime contractor** and submitted prior to the issuance of a Notice to Proceed by the subrecipient. It is the subrecipient's responsibility (if a **developer or non-profit agency**) to request that this **Exhibit #5** be completed and signed by the prime contractor.

Purpose: Section 3 is a clause in the Housing and Urban Development Act of 1968. Its intent is to provide job training and employment opportunities, from programs that receive HUD funding, to local low-income residents and the businesses they own or that employ them.

Goals: HUD's established Section 3 benchmark goals are **25% of total labor hours worked by Section 3 workers**; and **5% of total labor hours worked by "Targeted" Section 3 workers**. The contractor must provide documentation of how new employment and subcontracting opportunities have been directed, to the greatest extent feasible, to Section 3 residents and business concerns, while attempting to achieve these goals. This documentation must include efforts made by all contractors to direct hiring opportunities to Section 3 residents.

Developer/Prime Contractor Responsibilities

Developers/Prime contractors are responsible for the following to meet their Section 3 compliance responsibilities:

- Ensure each contractor understands the **Section 3 requirements and goals**. The developer/prime contractor must **document** its own efforts and each **subcontractor's efforts** to comply with these requirements.
- Document **outreach efforts** to recruit potential **Section 3 residents** for employment opportunities and any **contracting opportunities** through methods such as: local advertising, notices to professional associations and trade networks, signs placed at job site and local community organizations (see "Examples of Section 3 Qualitative Efforts" in **Exhibit #4** for a complete list of suggestions).
- Ensure the Clark County **Section 3 Plan** is included in all bid solicitations and require **Exhibit #1** be completed and returned with the contractor's bid. Notify the Clark County **Section 3 Coordinator** of any contractors seeking a **Section 3 bid preference** and identifying their company as a Section 3 business (**Exhibit #2**).
- Ensure Section 3 **contract provisions** are included in all contracts and subcontracts (**Exhibit #4** can be used for this).
- Require all contractors (prime/subcontractors/lower tier subs) to provide the **Section 3 Worker Certification** form (**Exhibit #3**) to all their employees and return the forms completed by either the workers themselves or by the employer.

- Provide completed **Section 3 Business (Exhibit #2)** and **Section 3 Worker Certification forms (Exhibit #3)** to the County Section 3 Coordinator.
- Ensure **Section 3 outreach** is conducted by all their sub and lower tier contractors (confirm contractors proactively noted their intended efforts on the **Section 3 Action Plan (Exhibit #4)**).
- In the event **Section 3 benchmarks** are not met, the developer/prime contractor is responsible to collect evidence they have made **qualitative efforts** to assist low and very low-income persons with employment and training opportunities (**Exhibit #6** can be used for this).
- Instruct all contractors to **track** their total employee **work hours**, and the total work hours of any Section 3 and “Targeted” section 3 employee hours (**Exhibit #7** can be used for this).
- Require completion and retain records of the “**Section 3 Acknowledgement and Action Plan**” (**Exhibit #4**) for all contracts.
- Provide the “**Section 3 Contractor Reporting**” (**Exhibit #7**) separately or as an attachment to **Exhibit #4** so subcontractors have a template for reporting.
- Maintain documentation on the number of **Section 3 residents** that apply for **new employment opportunities** and the number of **Section 3 businesses** that bid on **contracting opportunities**.

Reporting to Clark County Section 3 Coordinator:

- Completed **Exhibit #4** from all contractors, including self-performing Prime Contractors, which includes an acknowledgement of Section 3, labor hour estimates and compliance efforts that will be made by subcontractors.
- Quarterly Reports, specifically **Exhibit #8** and **Exhibit #6**, if the benchmarks are not met. The submissions from subcontractors, and from the Prime Contractor that self-performs, must be used as bases. Refer to the table below for guidance.

Quarter	Reporting Period	Due Date
1	January 1 – March 31	April 15
2	April 1 – June 30	July 15
3	July 1 – September 30	October 15
4	October 1 – December 31	January 15

Labor Hours

- HUD requires contractors to estimate the **anticipated** number of **total Section 3 labor hours** and **“Targeted” Section 3 labor hours** for HUD funded projects covered by Section 3. During construction contractors will be required to report (quarterly) on the total, Section 3 labor hours and “Targeted” Section 3 labor hours. If no time/resources system is in place (such as **LCPtracker**) to track labor hours, HUD allows a **“good faith” estimate** by the contractor. Contractors will provide an initial estimate in **Exhibit #4** as part of their **Section 3 Action Plan** and can use **Exhibit #7** to report this information quarterly during construction, to the Prime contractor. Developers/Prime Contractors can use **Exhibit #8** to report to the Clark County Section 3 Coordinator.

Exhibit #4 is required to be completed by all contractors. It includes a request to estimate the total number of labor hours, Section 3 labor hours and “Targeted” Section 3 labor hours. The Prime contractor can use this Exhibit to request the necessary information from all contractors as a basis to complete the total aggregate estimated hours requested below for the project:

- Estimated Total Number of Project Work Hours _____
- Goal: Total Number of Hours Worked: _____ x 25% = Section 3 Goal _____
- Goal: Total Number of Hours Worked: _____ x 5% = Targeted Section 3 Goal _____
- Use **Exhibit #6** and/or the space below to describe in the strategies that will be implemented to achieve HUD’s Section 3 benchmarks:

Contractor Acceptance

As attested by my signature below, I hereby CERTIFY that, upon being awarded a contract to participate in the above cited HUD-funded project, and as the authorized representative, will adhere and work to implement all aspects of this Section 3 Compliance Plan.

Signature: _____

Date: _____

Authorized representative’s name and title (print or type above)

EXHIBIT #6 – SECTION 3 Qualitative Efforts

NOTE: If at the end of the quarter/contract/project, reporting indicates that the Section 3 benchmarks have not been met, the prime contractor and the subcontractors must report on the activities undertaken in the hope of achieving them. They must also explain why, despite the efforts, the targets were not met.

Contractor Name: _____ Project Name: _____
Reporting Period (Begin): _____ Reporting Period End: _____

Employment:

- ☐ Outreach efforts to identify and secure bids from Section 3 businesses
- ☐ Technical assistance to help Section 3 businesses understand and bid on contracts
- ☐ Division of contract into smaller jobs to encourage and facilitate participation by Section 3 businesses
- ☐ Sending invitations to Section 3 businesses to bid for contracts
- ☐ Application of preference for Section 3 business contract bids within the parameters of fair and competitive procurement
- ☐ Coordination with YouthBuild program implementors
- ☐ Coordination with organizations doing workforce development programs for low income participants
- ☐ Posting of job vacancies in employment platforms such as Indeed.com, ZipRecruiter and in job boards of offices/organizations helping low-income populations (e.g., Salvation Army, Goodwill of Southern Nevada, United Way, Catholic Charities, Asian Community Development Council)
- ☐ Coordination with organizations helping low-income residents within the project area for the primary purpose of recruiting workers
- ☐ Conduct and/or participate in job fairs
- ☐ Provide or connect residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation
- ☐ Other efforts: Specify: _____

Training:

- ☐ Direct on the job-training (Including apprenticeships)
- ☐ Provision of training for workers on new trade skills, financial literacy, and the like either through payment of fees or conduct of own classes/sessions on vocational and technical trades
- ☐ Referral of low-income residents to institutions that provide assistance in seeking employment, including drafting of resumes, preparing for interviews, and other job placement-related services
- ☐ Other efforts: Specify: _____

Despite pursuing the efforts indicated above, the Section 3 benchmarks were not met because: _____

Name of Contractor's Representative: _____

Signature: _____ Date Signed: _____

Title: _____

EXHIBIT #7-Section 3 Subcontractor Reporting

Contractor Name: _____ Project Name: _____

Contractor Address: _____

Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers, and (b) 5% of total labor hours worked by Targeted Section 3 workers.

Reporting Period (Begin): _____ Reporting Period (End): _____

Employee Name	Total Labor Hours Employee Worked at Project during above Reporting Period	Employee is a Section 3 Worker (Yes/No)	Employee is a “Targeted” Section 3 Worker (Yes/No)
Totals:			

Signature: _____ Date Signed: _____

Title: _____ Telephone No.: _____

EXHIBIT #8-Section 3 Prime Contractor Reporting

Subrecipient Name: _____ Project Name: _____

Subrecipient Address: _____

Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers, and (b) 5% of total labor hours worked by Targeted Section 3 workers.

Reporting Period (Project Start Date):_____Reporting Period (6/30/XX):_____

[illegible]

Signature: _____ **Date Signed:** _____

Title: _____ Telephone No.: _____