Phase 2 DHS Fence Improvements

Construction Specifications

and

Contract Documents

PWP DO 2026-017

September 10, 2025

FOR

Douglas County School District
1638 Mono Avenue
Minden, NV 89423

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ADVERTISEMENT FOR BIDS

1. Separate sealed bids will be received by the Douglas County School District care of Douglas County Project Manager, Minden, Nevada, for the work as set forth in the Bid Documents for the **Phase 2 DHS Fence Improvements**. The bids shall be received on or before **10:00am October 9, 2025** at Douglas County Parks and Weed Office, 1323 Waterloo Lane, Gardnerville, NV 89410. Bids will be subsequently opened and read aloud at **10:01am** at Douglas County Parks and Weed Office, 1323 Waterloo Lane, Gardnerville, NV 89410. The apparent successful low bidder will be announced at the bid opening on **October 9, 2025**, followed by a thorough review by the District to ensure bid as responsive and responsible. The District will make a recommendation for award to the Board of Trustees on **October 10, 2025**. It is anticipated that the Board of Douglas County School District will consider award of the contract at their scheduled meeting held on **October 16, 2025.**

2. The scheduled work for the **Phase 2 DHS Fence Improvements** is located at 1670 SR 88, Minden NV and consists of **Campus Security Gates and Fencing.** The estimate for this work is **$175,000.**

3. No proposal will be considered unless accompanied by a bid security in the form of a Certified or Cashier's Check, or Bid Bond, in an amount not less than five percent (5%) of the bid.

4. Bid Documents may be examined on the Douglas County School District website.

5. Copies of the Bid Documents will be available starting at **8:00 am September 10, 2025** & may be obtained at the Douglas County School District's website for free at: https://dcsd.net/pf4/cms2/view_page?d=x&group_id=1537427840345&vdid=pi21dd2099gio under **Construction Bid Documents** and the heading entitled **Phase2 DHS Fence Improvements**. The minimum licensing requirement is set forth by the Nevada State Contractors Board, the contractor must capable of being bonded for this project. Contractors may register their intent to submit a bid by sending an email to Scott McCullough, Project Manager at smccullough@douglasnv.us (SUBJECT LINE **DHS Fence Improvements**) **prior to October 9, 2025**. Registration as a digital subscriber is necessary to receive notifications via email to the project from the Owner's website where all documents and addenda will be posted.

6. Douglas County School District contact: Scott McCullough, Project Manager
   Phone: (775) 790-5212

7. The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects with a contract price of $100,000 or more. The State Labor Commissioner has assigned Public Works Project Number to this project, It is **DO-2026-017**

8. NRS 338.147 provides for a 5 percent bidder preference to bidders who qualify for the preference. The requirements for the preference are detailed in the contract documents.

9. A **prebid conference** will be held for this project on **September 16, 2025 at 10:00am** on site at 1670 State Route 88, Minden at the DHS North parking Lot adjacent to Soccer Field.

10. The project will not require a building permit for construction.

Douglas County School District

By: Phil Demus Dated: 9/10/2025
Director of Facilities

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1.0 Defined Terms

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. ARCHITECT / ENGINEER – The Architect contracted by OWNER to perform design and engineering work for OWNER.

B. BIDDER – The individual or entity who submits a Bid directly to OWNER.

C. CONTRACTOR – The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the Work contracted and for payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the Work.

D. ISSUING OFFICE – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

E. OWNER – OWNER is Douglas County School District Board of Trustees, Nevada as represented by its designee. Where the word "approval" is mentioned, approval shall mean action by the Board of Trustees or its Chief Financial Officer. The term OWNER shall also mean the contracting agency signatory to the Contract.

F. PROJECT MANAGER – The individual nominated by OWNER to act on behalf of OWNER for the day to day activities during the course of the Contract. However, the Project Manager has limited authority, and cannot amend or alter the Contract in any manner, nor can he amend or alter any financial obligations of OWNER.

G. SUCCESSFUL BIDDER – The lowest responsible BIDDER submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

2.0 Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office or the Douglas County School District's website for free at:

http://dcsd.k12.nv.us/main.aspx?pageid=262&lastpageid=143&lastpagename=Business Services under **Construction Bid Documents** and the heading entitled **"Phase 2 DHS Fence Improvements."**

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ARCHITECT / ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ARCHITECT / ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3.0 Qualifications of Bidders

3.1 To demonstrate BIDDER's qualifications to perform the Work, each BIDDER must submit a completed Statement of BIDDER's Experience and Financial Qualifications on the Bid Form.

4.0 Examination of Bidding Documents, Other Related Data, and Site

4.1 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

i. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ARCHITECT / ENGINEER has used in preparing the Bidding Documents.

ii. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ARCHITECT / ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which BIDDER is entitled to rely as provided in ARTICLE 28.0 SITE CONDITIONS of the General Conditions has been identified and established. BIDDER is responsible for any interpretation or conclusion BIDDER draws from and "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.2 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ARCHITECT / ENGINEER by owners of such Underground Facilities including OWNER, or others. OWNER and ARCHITECT / ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions, if any.

4.3 *Hazardous Environmental Condition*

A. The Supplementary Conditions, if any, identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ARCHITECT / ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which BIDDER is entitled to rely as provided in ARTICLE 30.0 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE of the General Conditions has been identified and established. BIDDER is responsible for any interpretation or conclusion BIDDER draws from and "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERs with respect to subsurface conditions, other physical conditions and Underground Facilities – if any – and possible changes in the Bidding Documents due to differing or

unanticipated conditions appear in ARTICLES 28.0 SITE CONDITIONS and 29.0 DIFFERING SITE CONDITIONS of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERs with respect to a Hazardous Environmental Conditions at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in ARTICLE 30.0 HAZARDOUS ENFIRONMENTAL CONDITIONS AT SITE of the General Conditions.

4.5 On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests and studies as BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.6 Reference may be made to ARTICLE 65.0 SEPARATE CONTRACTS of the General Conditions for the identification of the general nature of work that is to be performed at the site by OWNER or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.7 It is the responsibility of each BIDDER before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;

B. Visit the Site to become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy BIDDER as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance of the Work;

D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which may have been identified as provided in ARTICLE 28.0 SITE CONDITIONS of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in ARTICLE 30.0 HAZARDOUS ENFIRONMENTAL CONDITIONS AT SITE of the General Conditions.

E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Correlate the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Promptly give PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER discovers in the Bidding Documents and confirm that the written resolution thereof by ARCHITECT / ENGINEER is acceptable to BIDDER; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.8 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that BIDDER has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents and the written resolutions thereof by ARCHITECT / ENGINEER is acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5.0 Pre-bid Conference

5.1 **A pre-bid conference will be held on September 16, 2025 at 10:00am on site.** Representatives of OWNER and ARCHITECT / ENGINEER will be present to discuss the Project. All BIDDERS are strongly encouraged to attend the pre-bid meeting in order to be eligible to submit a bid. All major subcontractors are strongly encouraged to attend. ARCHITECT / ENGINEER will transmit to all prospective BIDDERs of record such Addenda as ARCHITECT / ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

6.0 Site and Other Areas

6.1 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

7.0 Interpretations and Addenda

7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to PROJECT MANAGER on the Request for Information Form. Send all such requests to PROJECT MANAGER via email using the form to be provided by PROJECT MANAGER. *No other method will be accepted*. Interpretations or clarifications considered necessary by PROJECT MANAGER in response to such questions will be issued by Addenda mailed or delivered via email to all parties recorded by PROJECT MANAGER as having received the

Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ARCHITECT / ENGINEER.

8.0 Bid Security

8.1 A Bid must be accompanied by Bid security in the form of a Bid Bond (on form attached) issued by a surety meeting the requirements of Section 3.4 Bond Requirements of the General Conditions.

8.2 The Bid Bond of the Successful BIDDER will be retained until such BIDDER has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Bond will be returned. If the Successful BIDDER fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Bond of that BIDDER will be forfeited. The Bid Bond of other BIDDERs whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid Bonds furnished by such BIDDERs will be returned.

8.3 Bid Bonds of other BIDDERs whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

9.0 Contract Times

9.1 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) also completed and ready for final payment are set forth in the Agreement.

A. Work shall be substantially complete per the seven mobilizations as conveyed in the plans days of issuance of Notice to Proceed.

B. Work shall be completed and ready for final payment within **30** days of issuance of Certificate of Substantial Completion.

10.0 Article 10 - Liquidated Damages

10.1 Provisions for liquidated damages, if any, are set forth in ARTICLE 12.0 LIQUIDATED DAMAGES of the General Conditions.

11.0 Substitute and "Or-Equal" Items

11.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ARCHITECT / ENGINEER, application for such acceptance will not be considered by ARCHITECT / ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by

CONTRACTOR and consideration by ARCHITECT / ENGINEER is set forth in ARTICLE 38.0 SUBSTITUTIONS of the General Conditions.

12.0 Subcontractors, Suppliers and Others

12.1 Each BIDDER must submit a completed List of Subcontractors on the Form furnished with the completed Bid Form. The apparent Successful BIDDER, and any other BIDDER so requested, shall within seven days after the Bid opening submit to OWNER supplemental information in the form of an experience statement with the pertinent information regarding similar projects and other evidence of qualification of each Subcontractor, Supplier, person or organization if requested by OWNER or ARCHITECT / ENGINEER. IF OWNER or ARCHITECT / ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given request apparent Successful BIDDER to submit an acceptable substitute, in which case apparent Successful BIDDER shall submit an acceptable substitute, BIDDER's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

12.2 If apparent Successful BIDDER declines to make any such substitution, OWNER may award the Contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Bond of any BIDDER. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ARCHITECT / ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ARCHITECT / ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in ARTICLE 22.0 SUBCONTRACTORS of the General Conditions.

12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

13.0 Preparation of Bid

13.1 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from PROJECT MANAGER

13.2 All blanks on the Bid Form and Bid Schedule must be completed by printing in ink or by typewriter and the Bid signed. A bid price shall be indicated for each Bid item listed therein.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown below the signature.

13.5 A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.6 A Bid by an individual shall show the BIDDER’s name and official address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venturer must be shown below the signature.

13.8 All names must be typed or printed in black ink below the signatures.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 The Bid shall contain evidence of BIDDER's authority and qualification to do business in the state where the Project is located. BIDDER's state contractor license number for the state of the Project, if any, must also be shown on the Bid Form.

14.0 Basis of Bid; Evaluation of Bids

14.1 *Lump Sum Price*

A. BIDDERs shall submit a Bid on a Lump Sum basis for each item of Work listed in the Bid Schedule.

14.2 The Bid price shall include such amounts as the BIDDER deems proper for Special Allowances, if any, named in the Contract Documents as provided in Section 6.2 Special Allowances of the General Conditions.

15.0 Submittal of Bid

15.1 Each prospective BIDDER is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form, and if required, the Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

A. List of Subcontractors

B. Construction Contractor's Qualification Statement for Construction

C. Non-Collusion Affidavit

15.2 A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of BIDDER, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "**BID ENCLOSED**." A mailed Bid shall be addressed to **Douglas County Parks and Weed Office, 1323 Waterloo Lane, Gardnerville, NV 89410.**

16.0 Modification and Withdrawal of Bid

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.2 If, within twenty-four hours after Bids are opened any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, *OWNER may, **in its sole discretion**, choose to not accept the Bid and return the same to BIDDER*. Thereafter, that BIDDER will be disqualified from further bidding on the Work.

17.0 Opening of Bids

17.1 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to BIDDERs after the opening of Bids.

18.0 Bids to Remain Subject to Acceptance

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid Bond prior to the end of this period.

19.0 Award of Contract

19.1 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. OWNER further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful BIDDER.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one Bid for the Work may be cause for disqualification of that BIDDER and the rejection of all Bids in which that BIDDER has an interest.

19.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating BIDDERs, OWNER will consider the qualifications of BIDDERs and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the General Conditions.

19.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of BIDDERs, proposed Subcontractors, Suppliers individuals, or entities to perform the Work in accordance with the Contract Documents.

19.6 If the Contract is to be awarded, OWNER will award the Contract to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project. Pursuant to NRS 338.145, the OWNER will not award the contract to any BIDDER who, at the time of opening of Bids, is not licensed under the provisions of Chapter 624 of the Nevada Revised Statutes or if the contract would exceed the limit of its license. The

BIDDERs attention is directed to NRS 624.230 which declares that, "any bid submitted by a person who is neither licensed nor exempted from licensure as provided in this chapter at the time the bid is submitted is void."

19.7 NRS 338.0117 provides for a 5 percent BIDDER preference to BIDDERs who qualify for the preference and have a Certificate of Eligibility as required by NRS 338.147. Refer to ARTICLE 73.0 BIDDER PREFERENCE for the requirements which must be met by a BIDDER under this statute.

19.8 The project requires permits prior to construction that the OWNER intends to obtain. In the event the permits are not granted the contract will not be awarded. At a minimum, these permits include:

A. No Permit Required

20.0 Contract Security

20.1 Section 3.4 Bond Requirements of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

21.0 Signing of Agreement

21.1 When OWNER gives a Notice of Award to the Successful BIDDER, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement attached thereto. Within 15 days thereafter, Successful BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within 10 days thereafter, OWNER shall deliver one fully signed counterpart to Successful BIDDER with a complete set of drawings with appropriate identification.

22.0 Retainage

22.1 Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in ARTICLE 10.0 PROGRESS PAYMENT APPLICATIONS in the General Conditions.

23.0 State Industrial Insurance System

23.1 Contractor agrees to provide proof of insurance prior to the performance of any work under this contract, and to maintain required workers compensation coverage throughout the entire term of the contract. Refer to ARTICLE 15.0 INSURANCE in the General Conditions.

24.0 Appeal by Bidders

24.1 Any BIDDER may appeal a pending bid award prior to award by OWNER. The appellant must:

A. Submit a written protest to PROJECT MANAGER within five (5) workdays after the bid opening.

B. Describe, in the written protest, the issues to be addresses on appeal.

C. Post, with the written protest, a bond with a surety and insurance company that is authorized to do business in the State of Nevada and shall have an A.M. Best rating of A-VII or better. OWNER will hold the bond until a determination is made on the appeal.

D. Post the bond in the amount of 25% of the total dollar value of the appellant's bid, up to a maximum bond or other security amount of $250,000.00.

E. Not seek any type of judicial intervention until OWNER has rendered its final decision on the protest.

F. OWNER will stay award actions until after PROJECT MANAGER has responded in writing to the protest. If the appellant is not satisfied with the response, the appellant may then protest to Douglas County School District Board of Trustees, who will render a final decision for the OWNER. No bid protests will be heard by the Board of Trustees unless BIDDER has followed the appeal process.

24.2 If an appeal is granted, the full amount of the posted bond or security will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the OWNER because of the unsuccessful appeal.

24.3 OWNER is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the appellant in a bid process.

25.0 Laws and Regulations

25.1 Contractor shall acknowledge by submittal of this Bid that the Laws and Regulations regarding Douglas County Prevailing Wages shall be met by this Contract.

25.2 The following NRS Statute will be enforced for this project.

A. NRS 338.125 Fair employment practices: Contents of contracts concerning public works; break of contract.

i. It is unlawful for any contractor in connection with the performance of work under a contract with 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 his or her race, color, creed, national origin, sex, sexual orientation, gender identity or expression, 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 or her race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age.

ii. Contracts between contractors and public bodies must contain the following contractual provisions:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, or age, including without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship."

iii. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

iv. Any violation of such provision by a contractor constitutes a material breach of contract

BID FORM

PROJECT IDENTIFICATION: **Phase 2 DHS Fence Improvements**

CONTRACT IDENTIFICATION AND NUMBER: PWP 2026-017

THIS BID IS SUBMITTED TO: Douglas County School District
1638 Mono Avenue
Minden, NV 89423

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in ARTICLE 28.0 SITE CONDITIONS of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in ARTICLE 30.0 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE of the General Conditions.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground

Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. BIDDER has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT / ENGINEER is acceptable to BIDDER.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 CONTRACTOR agrees to all terms and conditions of the Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC) and local law as may apply to this Contract and to the work performed under this Contract and agrees to comply with all such applicable laws and regulations.

Changes in Laws or Regulations not known at the time of opening Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time or performance of the Work may be the subject of an adjustment in Contract Price or Contract Time. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any of any such adjustment, a Claim may be made therefore as provided in Article 13.1 Claims and Disputes of the General Conditions. These statutes include, but are not limited to:

A. NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county.

B. NRS 338.080 Exemptions

C. NRS 338.141 Bids to include certain information concerning subcontractors and prime contractors. (*To be deemed a responsive bid, the list of subcontractors' form must be submitted even if no subcontractors are required to be listed.*)

D. NRS 338.147 Award of contract to contractor who submits best bid.

5.02 The entire set of Nevada Revised Statutes is available for review on-line at http://leg.state.nv.us/law1.cfm.

6.01 BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

SEE ATTACHED BID SCHEDULE

7.01 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Article 11.0 FINAL PAYMENT of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

7.02 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

A. Bid Form;
B. Bid Schedule;
C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
D. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified within two hours of the bid opening;
E. Bid Bond (or Certified or Cashier's Check);
F. Construction Contractor's Qualification Statement
G. Non-Collusion Affidavit
H. Affidavit of Compliance

9.01 Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

_____

_____

_____

_____

10.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on _____, 20_____.

NV State Contractor License No._____ Class _____

If BIDDER is:

An Individual

Name (typed or printed)_____

By _____(SEAL)

(*Individual's Signature*)

Doing business as:_____

Business address:_____

_____

Phone No.:_____ Fax No.:_____

A Partnership

Partnership Name _____(SEAL)

By _____

(*Signature of General Partner – attach evidence of authority to sign*)

Name (typed or printed):_____

Business address:_____

_____

Phone No.:_____ Fax No.:_____

A Corporation

Corporation Name:_____(SEAL)

State of Incorporation:_____

Type (General Business, Professional, Service, Limited Liability):_____

By:_____

(Signature -- attach evidence of authority to sign)

Name (typed or printed):_____

Title:_____(Corporate Seal)

Attest:_____

(Signature of Corporate Secretary)

Business Address:_____

_____

Phone No.:_____ Fax No.:_____

Date of Qualification to do business is_____

A Joint Venture

Joint Venturer Name:_____(SEAL)

By:_____

(Signature of joint venturer partner -- attach evidence of authority to sign)

Name (typed or printed):_____

Title:_____

Business Address:_____

_____

Phone No.:_____ Fax No.:_____

Joint Venturer Name:_____(SEAL)

By:_____

(Signature -- attach evidence of authority to sign)

Name (typed or printed):_____

Title:_____

Business Address:_____

_____

Phone No.:_____ Fax No.:_____

Phone and FAX Number, and Address for receipt of official communications:

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID SCHEDULE

Phase 2 DHS Fence Improvements

Lump Sum Basis

Base Bid Total Lump Sum Bid Price $_____

Base Bid Total Lump Sum Bid Price (Written)_____

_____

CHECK ONE:

[ ] We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, and have attached the Affidavit of Compliance and submitted a valid Certificate of Eligibility in accordance with the requirements of NRS 338.147 as referenced in Article 73.0 Bidder Preference General Condition.

[ ] We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.

LIST OF SUBCONTRACTORS
(to be submitted with bid)

The name and address of each subcontractor who will be paid at least 5 percent of the prime contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below. (Refer to NRS 338.141). Contractor shall list themselves for all work to be self performed.

Name	Address of Subcontractor	Portion of Work

LIST OF SUBCONTRACTORS
(to be submitted after bid opening)

Within two hours after the completion of the opening of the bids, the General Contractors who submitted the three lowest bids must provide a list of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which the subcontractor will be paid an amount exceeding one percent of the prime contractor's bid or $50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to NRS chapter 624. **If a General Contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.** To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below. (Refer to NRS 338)

Subcontractor/Address/Nevada License No.	**Dollar Value and description of work**

5% BID BOND

BIDDER (Name and Address):

_____
_____
_____

SURETY (Name and Address of Principal Place of Business):

_____
_____
_____

OWNER (Name and Address):

_____
_____
_____

BID

BID DUE DATE:_____

PROJECT (Brief Description Including Location):

_____
_____
_____

BOND

BOND NUMBER:_____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____ _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, Intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause the Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   3.1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   3.2 All bids are rejected by OWNER, or

   3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this bond will be due and payable upon default by Bidder and Within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

_____

_____

Telephone _____

Submitted to:

Name _____

Address _____

_____

_____

Telephone _____

Project Name and Description (if applicable)

_____

_____

_____

_____

_____

Contractor' General Business Information

Check If:

☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

_____

_____

b. List of Executive Officers

Name Title

_____

_____

_____

If Partnership:

a. Date and State of Organization

_____

_____

b. Names of Current General Partners

_____

_____

c. Type of Partnership

☐ General ☐ Publicly Traded

☐ Limited ☐ Other (describe): _____

If Joint Venture:

a. Date and State of Organization

_____

_____

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

_____

_____

_____

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization, (If joint venture, list each participant's projects separately).

3. On Schedule C, attached, provide details of the construction experience of the principal individuals of your organization directly involved in construction operations.

4. Does your organization possess a valid State of Nevada contractor's license of a class corresponding to the work to be performed?

☐ Yes ☐ No

If yes, list the license number(s) and classification(s).

_____

_____

_____

5. List the licensed categories of work that your company normally performs with its own workforce._____

_____

_____

_____

6. If required, can your organization provide a bid bond for this project? ☐ Yes ☐ No

7. What is your approximate total bonding capacity?

☐ $500,000 to $2,000,000

☐ $2,000,000 to $5,000,000

☐ $5,000,000 to $10,000,000

☐ $10,000,000 or more

8. Name of surety company and name, address, and phone number of agent.

_____

_____

_____

9. Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage, and all other insurance as specified and for the limits required in the contract documents?

☐ Yes ☐ No

10. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

☐ Yes ☐ No

If yes, show names and addresses of affiliated companies.

_____

_____

11. Has your organization ever failed to complete any construction contract awarded to it?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

13. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

14. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

15. Has your organization had a contract partially or completely terminated for default (cause) within the past five years?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

16. Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

17. Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding the date of application?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

18. Has your organization been disciplined or fined by the State of Nevada Contractor's Board or another state or federal agency for conduct that relates to the ability to perform the work required for this project?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

19. Does your organization have a safety program that complies with the requirements of NRS Chapter 618?

☐ Yes ☐ No

20. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

_____

_____

_____

_____

21. During the 5 years immediately preceding the date of this bid, has your organization filed as a debtor under the provisions of the United States Bankruptcy Code?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

22. During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor or supplier of your organization, failed to perform any contract:

(a) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

(b) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

(c) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative?

☐ Yes ☐ No

If yes, describe circumstances and provide details on attachment.

23. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank _____

Address _____

_____

_____

Account Manager _____

Telephone _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

_____

By: _____

Title: _____

Dated: _____

Schedule A – List of Major Construction Projects Completed in the Past Five (5) Years

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact & Address & Phone

Schedule B – List of Current Projects Under Construction

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contact & Address & Phone

Schedule C - Construction Experience of Principal Individuals Involved in Construction Operations

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction

This Affidavit to be Fully Executed

NON-COLLUSION AFFIDAVIT

STATE OF)_____
)ss.
COUNTY OF)_____

_____, affiant,

the _____
(President, Secretary, Manager, Owner, or Representative of)

_____
Name of Company or Corporation or Owner

the person, corporation, or company who makes the accompanying Bid, having first been duly sworn, deposes and says:

That such Bid is genuine, and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

_____
Signature of: President, Secretary
Manager, Owner, or Representative

Subscribed and sworn to before me

this _____day of _____, 2013.

_____

Signature of Notary Public in and

for the County of_____

State of _____

This Affidavit to be Fully Executed

AFFIDAVIT OF COMPLIANCE

Affiant, _____ (Name) being first duly sworn, deposes and states upon personal knowledge and under penalty of perjury as follows:

1. I am the _____ (Title) of the _____ (Company Name) and have held that position since _____ (Year). I have the authority to make the representations contained herein on behalf of _____ (Company Name).
2. I have personal knowledge of the matters set forth herein and if called upon to testify could and would competently testify consistent with the matters set forth in this Affidavit.

3. In connection with the bid for _____ (Project Name/PWP Number) (Project) I certify on behalf of _____ (Company Name) that for the duration of this Project:
   a. At least 50% of all workers employed on this Project by _____ (Company Name), including any workers employed by any subcontractor engaged on this Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and,

   b. All vehicles used primarily for this Project will be registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to Nevada Revised Statutes Section 706.826; or will be registered in the State of Nevada; and,

   c. At least 50% of the design professionals working on this Project, employed by _____ (Company Name) and any design professionals employed by any subcontractor engaged on this Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and,

   d. _____ (Company Name) as well as any subcontractor engaged on this Project will maintain and make available for inspection within this State our records concerning payroll relating to this Project.

Per NRS 338.147, a valid Certificate of Eligibility issued by the State Contractors' Board (NRS 338.0017) shall be attached to the bid at the time of submittal, and this Affidavit of Compliance must be filed within two (2) hours of bid opening in order to receive preference in bidding.

Further Affiant Saith Naught

Dated this _____day of _____, 20___,

Signature

_____

Title

_____

(Print)

ACKNOWLEDGMENT

State of _____

County of _____

Subscribed and sworn to before me this

_____day of _____, 20___

My Commission Expires _____.

Signature

_____

(Notary Seal)

AGREEMENT
BETWEEN
DOUGLAS COUNTY SCHOOL DISTRICT,
AND
ON THE BASIS OF A STIPULATED PRICE

Whereas, **Douglas County School District** (hereinafter "OWNER") is a political subdivision of the State of Nevada, and is statutorily authorized to enter into contracts for construction projects, and;

Whereas **XXX** (hereinafter "CONTRACTOR") is a construction company licensed as a specialty contractor in Nevada, and;

Whereas CONTRACTOR has submitted a bid in accord with the **Phase 2 DHS Fence Improvement Project** Construction Specifications and Contract Documents (hereinafter "CONTRACT DOCUMENTS") as prepared by OWNER; and

Whereas, CONTRACTOR submitted a responsive and responsible Bid in the amount of: **$ 000.00** for **Phase 2 DHS Fence Improvement Project** Construction Project as outlined in the CONTRACT DOCUMENTS. The Bid is for furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by OWNER. Therefore, OWNER will pay and CONTRACTOR shall accept as full compensation therefore the above total, not to exceed sum.

Now therefore, it is the intention of OWNER and CONTRACTOR to enter into a Contract to have CONTRACTOR complete all of the work as specified or indicated in the CONTRACT DOCUMENTS.

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the CONTRACT DOCUMENTS. The term "Work" includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction of the Project as described by the CONTRACT DOCUMENTS. CONTRACTOR agrees to provide all labor, materials, equipment, tools and services necessary, and to do everything required by the CONTRACT DOCUMENTS as necessary to complete all Work required for the Project within the time specified for Substantial Completion of the Work. The Work is generally described as follows:

Phase 2 DHS Fence Improvement Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the CONTRACT DOCUMENTS may be the whole or only a part is generally described as follows:

Phase 2 DHS Fence Improvement Project

ARTICLE 3 – ARCHITECT / ARCHITECT

The Project has been designed by: **Paul Cavin Architect**

3.01

Who is hereinafter called ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ARCHITECT in the CONTRACT DOCUMENTS in connection with completion of the Work in accordance with the CONTRACT DOCUMENTS.

The Project will be administered by:

Scott McCullough, Project Manager
Douglas County
1323 Waterloo Lane
Gardnerville, NV 89410

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. Time is of the essence, and CONTRACTOR acknowledges that the time for completion of the Work is sufficient for it to perform all the Work. In case of failure on the part of CONTRACTOR to complete the Work or any separable part thereof within the time(s) specified in the CONTRACT DOCUMENTS or within such additional time(s) as may be granted by formal action of the Douglas County School District Board of Trustees, OWNER reserved the right to require CONTRACTOR pay to OWNER, as liquidated damages, the sum(s) indicated in **ARTICLE 12.0 LIQUIDATED DAMAGES** of the General Conditions. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the CONTRACT DOCUMENTS are of the essence of this Contract.

4.02 *Dates for Substantial Completion*

A. The Work and all requirements of the CONTRACT DOCUMENTS will be completed With in 180 days to Substantial Completion

4.03 *Final Payment*

A. As provided in **ARTICLE 11.0 FINAL PAYMENT** of the General Conditions, when the Work and all requirements of the CONTRACT DOCUMENTS are fully and satisfactorily completed, the OWNER will pay to CONTRACTOR a final payment consisting of the remaining unpaid balance of the Contract Sum due CONTRACTOR. The acceptance of the final payment by the CONTRACTOR shall constitute a full and final release and waiver of all CONTRACTOR claims and rights of claim against the OWNER relating or pertaining to the Work.

Acceptance of the final payment by the CONTRACTOR shall terminate the OWNER-CONTRACTOR Construction Agreement after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply.

4.04 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **five-hundred dollars ($500)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or

fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **two hundred and fifty dollars ($250)** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to **ARTICLE 11.0 FINAL PAYMENT** of the General Conditions.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the CONTRACT DOCUMENTS an amount in current funds equal to the sum of the amounts determined below:

A. For all Unit Price Work, an amount equal to the stipulated sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. As provided in **ARTICLE 7.0 UNIT PRICE WORK** of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ARCHITECT.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 CONTRACTOR shall submit Applications for Payment in accordance with **ARTICLE 10.0 PROGRESS PAYMENT APPLICATIONS** of the General Conditions. Applications for Payment will be processed by ARCHITECT and OWNER as provided in **ARTICLE 10.0 PROGRESS PAYMENT APPLICATIONS** General Conditions.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in **ARTICLE 10.0 PROGRESS PAYMENT APPLICATIONS** of the General Conditions shall bear interest at the rate that was in place at the time of the execution of the project. The interest rate shall be determined by the interest rate paid by Bank of America, Minden branch on a certificate of deposit time deposit.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the CONTRACT DOCUMENTS and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Reports of explorations and tests of subsurface conditions or contiguous to the Site and all drawings of physical

conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (with the exception of Underground Facilities) which have been identified in the Bidding Documents and Specifications and (2) reports and drawings of Hazardous Environmental Condition, if any, at the Site which has been identified in the Bidding Documents and Specifications.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods or techniques or procedures of construction engaged by CONTRACTOR, including applying precise means, methods and techniques or procedures of construction, if any, expressly required by the CONTRACT DOCUMENTS to be employed by CONTRATOR, and safety precautions and programs incident thereto.

F. CONTRACTOR acknowledges that OWNER and ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the CONTRACT DOCUMENTS with respect to Underground Facilities at or contiguous to the site.

G. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the CONTRACT DOCUMENTS to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

H. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.

I. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the CONTRACT DOCUMENTS.

J. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the CONTRACT DOCUMENTS and all additional examinations, investigations, explorations, tests, studies, and data with the CONTRACT DOCUMENTS.

K. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the CONTRACT DOCUMENTS, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

L. The CONTRACT DOCUMENTS are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The CONTRACT DOCUMENTS consist of the following:

1. This Contract Agreement (pages 1 to 11, inclusive);

2. Performance Bond (pages _____ to ____, and attachments inclusive);

3. Payment Bonds (pages_____ to ____, and attachments inclusive);

4. General Conditions (pages 1 to60, inclusive, attached and incorporated);

5. ~~Supplementary Conditions~~:

6. Addenda (numbers 1,2,3, inclusive);None

7. CONTRACTOR's Bid (pages 1 to 8, inclusive, attached and incorporated);

8. Notice to Proceed (pages_____ to ____ inclusive attached and incorporated).

9. In addition, the following items, which are not exhibits to this Contract, are incorporated by reference and shall constitute part of the CONTRACT DOCUMENTS:

   a. Contract Drawings consisting of a cover sheet and sheets inclusive with each sheet bearing the following general title **Phase 2 DHS Fence Improvement Project**

   b. Construction Schedule submitted pursuant to **ARTICLE 18.0 PROGRESS PAYMENT APPLICATIONS** of the General Conditions, and any amendments approved by OWNER;

   c. Current Prevailing Wage Rates, Douglas County, Nevada.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Written Amendments

    b. Work Change Directives

    c. Change Order(s)

B. The documents listed in 09.01.A are attached to this Contract, except as expressly noted otherwise above.

C. There are no CONTRACT DOCUMENTS other than those listed above in ARTICLE 9.

D. This Contract embodies the entire agreement between OWNER and CONTRACTOR and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the CONTRACT DOCUMENTS shall be valid unless reduced to writing and signed by both parties.

E. The Bidding and CONTRACT DOCUMENTS include various divisions, sections and conditions, which 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:

- Contract Agreement
- Performance Bonds
- Payment Bonds
- General Conditions
- Special Conditions
- Addenda
- Construction Specifications
- CONTRACTOR's Bid
- List of Drawings
- Contract Drawings
- Construction Schedule submitted pursuant to **ARTICLE 18.0 CONSTRUCTION SCHEDULE AND DATA** of the General Conditions, and any amendments approved by OWNER
- Current Prevailing Wage Rates, Douglas County, Nevada

Addenda, Change Orders and Supplemental Agreements will take precedence over any of the above. Detailed plans shall have precedence over general plans.

CONTRACTOR shall take no advantage of any apparent error or omission in the Bidding Documents. In the event CONTRACTOR discovers such an error or omission, CONTRACTOR shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. *Rights and Remedies*

A. 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..

10.03 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.

10.04 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds themselves, their partners, successors, assignees and legal representatives to the other party hereto and to the partners, successors, assignees and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.

No party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other parties for which approval may be withheld for any reason or for no reason whatsoever. CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the CONTRACT DOCUMENTS or its

right, title or interest in or to the same or any part thereof, without prior consent of OWNER and concurred to by the sureties.

10.05 *Severability*

A. Any provision or part of the CONTRACT DOCUMENTS held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the CONTRACT DOCUMENTS shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 *Legal*

A. This Contract shall be administered and interpreted under the laws of the State of Nevada. This Contract shall not be construed for or against any party by reason of who drafted the provisions set forth herein. Any action at law, suit in equity or judicial proceeding for the enforcement of this Contract or any of the CONTRACT DOCUMENTS must be litigated in the Ninth Judicial District Court of Nevada.

B. The CONTRACT DOCUMENTS and the various provisions thereof are severable. Should any part, clause, provisions or terms be declared invalid, ineffective, or unenforceable, the remaining provisions of the CONTRACT DOCUMENTS shall remain in full legal force and effect.

10.07 *Notices*

A. All notices, documents and or payments regarding this Contract and Contract shall be sent to the following:

OWNER REPRESENTATIVE	**CONTRACTOR**
Douglas County	
Attn: Scott McCullough, Project Manager	
1323 Waterloo Lane	
Gardnerville, NV 89410	

10.08 *Effective Date of the Contract*

A. Both OWNER and CONTRACTOR agree that this Contract as outlined in the CONTRACT DOCUMENTS become effective immediately upon the signing of this Contract by both parties. CONTRACTOR shall commence the Work to be performed under this Contract on the date set by OWNER in the written Notice to Proceed, continuing the Work with diligence and shall complete the entire Work in accordance with **ARTICLE 18.0 CONSTRUCTION SCHEDULE AND DATA** of the General Conditions. Further, in the event interim milestone completion dates are established in **ARTICLE 18.0 CONSTRUCTION SCHEDULE AND DATA** of the General Conditions for separable portions of the Work, CONTRACTOR agrees to complete said separable portions of the Work in accordance with said milestone dates.

10.09 *Cancellation of the Contract*

A. OWNER reserves the right to cancel the Contract awarded for any reason with seven (7) days written notice to CONTRACTOR. OWNER will be responsible to pay CONTRACTOR for Work completed up to this point, or for Work performed in conjunction with this Contract.

10.10 *Agreement Modification*

A. This Contract embodies the entire agreement between OWNER and CONTRACTOR and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the CONTRACT DOCUMENTS shall be valid unless reduced to writing and signed by both parties.

ARTICLE 11 – INDEMNIFICATION

11.01 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless OWNER, and its agents, employees, and members of the Board of Trustees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by the negligent acts or omissions of CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by OWNER indemnified hereunder. However, in no event shall CONTRACTOR be required to indemnify OWNER for claims, damages, loss or expenses arising out of OWNER's sole negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In any and all claims against OWNER, its agents, employees, or any of the members of the Board of Trustees by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

CONTRACTOR's obligations of this Article shall not extend to the liability of the ARCHITECT or its employees arising out of (a) the preparation or approval of maps, sketches, opinions, reports, surveys, CCOs, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the ARCHITECT or its employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 12 – PATENT INDEMNITY

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

CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such

substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

ARTICLE 13 – INDEPENDENT CONTRACTOR

13.01 The parties agree that CONTRACTOR is an independent contractor and that this Contract is entered into in accordance with Nevada law that CONTRACTOR is not an employee of OWNER, and that there shall be no:

1. Withholding of income taxes by OWNER;
2. Industrial insurance coverage provided by OWNER;
3. Participation in group insurance plans which may be available to employees of OWNER;
4. Participation or contribution by either the independent contractor or OWNER to the Public Employees Retirement System;
5. Accumulation of vacation leave or sick leave;
6. Unemployment compensation coverage provided by OWNER.

CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. CONTRACTOR shall act as an independent contractor and not as the agent of OWNER in performing the Contract and is responsible for maintaining complete control over its employees and all of its suppliers and Subcontractors. Nothing contained in this Contract or any Subcontract awarded by CONTRACTOR shall create any contractual relationship between any such supplier or Subcontractor and OWNER. However, each subcontract and supplier agreement entered into by CONTRACTOR, relative to the CONTRACT DOCUMENTS, shall bind such Subcontractor or supplier to the same terms and conditions as appear in the CONTRACT DOCUMENTS. CONTRACTOR shall perform all work in accordance with its own methods subject to strict compliance with the CONTRACT DOCUMENTS.

ARTICLE 14 – FAIR EMPLOYMENT PRACTICES

14.01 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 or ancestry, sex, sexual orientation, gender identity or expression, religion, disability, or age. Such agreement shall include, but not be limited 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 apprenticeship. CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by CONTRACTOR shall constitute a material breach of this Contract.

ARTICLE 15 – INSURANCE REQUIREMENTS

15.01 Certificates of Iinsurance evidencing the required coverage, as stipulated in the General Conditions of the CONTRACT DOCUMENTS, shall be filed with OWNER prior to CONTRACTOR mobilizing onto the Project site and prior to commencement of any work on the Project.

ARTICLE 16 – BONDS AND GUARANTY

16.01 CONTRACTOR shall furnish a performance bond, payment bond and guarantee bond in the form attached hereto and in accordance with the requirements set forth in Article 3.4 Bond Requirements of the General Conditions.

ARTICLE 17 – STATUTORY REQUIREMENTS

17.01 CONTRACTOR agrees to all terms and conditions of the Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC) and local law as may apply to this Contract and to the work performed under this Contract and agrees to comply with all such applicable laws and regulations.

Changes in Laws or Regulations not known at the time of opening Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time or performance of the Work may be the subject of an adjustment in Contract Price or Contract Time. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any of any such adjustment, a Claim may be made therefore as provided in Article 13.1 Claims and Disputes of the General Conditions.

ARTICLE 18 – INFORMATION ACCESS

18.01 The books, records, documents, and accounting procedures and practices of CONTRACTOR relevant to this Contract shall be subject to inspection, examination and audit by OWNER, its agents and representatives, and the State of Nevada during the course of this project and for 3 years after its completion.

ARTICLE 19 – EXAMINATION OF DOCUMENTS

19.01 Execution of this Contract by each party shall constitute the representation by each such party that it has examined the contents of all the CONTRACT DOCUMENTS, including, but not limited to, General Conditions of the CONTRACT DOCUMENTS, that it has read and understands the same, and specifically agrees to be bound thereby.

SIGNATURE PAGE FOLLOWS

REST OF PAGE LEFT BLANK

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Contract for the **Phase 2 DHS Fence Improvement Project** to be executed and intend to be bound by the provisions of this Contract as well as the Contract set forth in the CONTRACT DOCUMENTS.

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

Date: This _____ day of _____, 2025.

OWNER: DOUGLAS COUNTY SCHOOL DISTRICT

By: _____

Frankie Alvarado, Superintendent

Date: This _____ day of _____, 2025.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:_____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature:_____

Name and Title:
(Attach Power of Attorney)

Space provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

Company:_____ Corp. Seal)

Signature:_____

Name and Title:

_____

SURETY

Company:_____(Corp. Seal)

Signature:_____

Name and Title:

_____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at its address described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the OWNER the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances:

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER, If the Surety proceeds as provided in paragraph 4.4 , and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3, above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by Law, the Minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Construction Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract.

12.2. Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:_____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature:_____

Name and Title:
(Attach Power of Attorney)

Space provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

Company:_____ Corp. Seal)

Signature:_____

Name and Title:

_____

SURETY

Company:_____(Corp. Seal)

Signature:_____

Name and Title:

_____
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in he claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.

6. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

7. Amounts owed by the OWNER to the CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Construction Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the work.

8. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of

notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or the legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the CONTRACTOR and the CONTRACTOR’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

14.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

DOUGLAS COUNTY SCHOOL DISTRICT
MINDEN, DOUGLAS COUNTY, NEVADA

GENERAL CONDITIONS

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GENERAL CONDITIONS

1.0 DEFINITIONS

1.1 Access Road – The right-of-way, the roadway and all improvements constructed thereon connecting the Jobsite to a public highway.

1.2 Addenda – Written or graphic instruments issued by OWNER during the bidding process. Addenda will become part of the Contract Documents when the Contract is executed. CONTRACTOR (and its Subcontractors), upon receiving Addenda, shall insert same into the base bid documents.

1.3 An Additive or Deductive Bid Item – An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Contract Documents, is accepted by OWNER. Additive Alternate Items may be exercised by OWNER with the award of the project. Award may be for only the Base Bid, Base Bid plus Additive Alternate(s), Base Bid minus Deductive Alternate(s), or a combination of Base Bid plus Additive Alternate(s) minus Deductive Alternate(s).

1.4 Advertisement – A public announcement, as required by local law, inviting Statement of Qualifications for work to be performed and materials to be furnished.

1.5 Architect – The Architect contracted by OWNER to perform design and engineering work for OWNER.

1.6 ASTM – The American Society for Testing and Materials.

1.7 Award – The acceptance, by OWNER, of CONTRACTOR's Bid for construction services.

1.8 Calendar Day – Every day on the calendar including day one, NTP, to and including Substantial Completion of all the work to be performed. A Calendar Day shall be understood to be any day of the year, including weekends and holidays.

1.9 Certificate of Substantial Completion – This Certificate may be issued upon successful completion of Milestone(s) and/or specific portions of the Work that OWNER requested for early occupancy.

1.10 Construction Change Directive (CCD) – A written directive to CONTRACTOR, signed by OWNER and Architect, which shall serve as formal and binding direction for CONTRACTOR to proceed with a defined change in the Work. The directive may be implemented when deemed necessary as an interim action until a Contract Change Order can be formally assessed and executed. Upon receipt of a CCD, CONTRACTOR shall promptly proceed with the directed changes.

1.11 Contract – The written agreement covering the Work to be performed. The awarded Contract shall include the Contract Documents as listed in **ARTICLE 9 of the executed Agreement**.

1.12 Contract Change Order (CCO) – The conforming document which formally establishes the total Contract value and Contract duration at the close of the Contract. A CCO is an amendment to OWNER-CONTRACTOR Construction Contract and is a written order to CONTRACTOR signed by OWNER and CONTRACTOR, which is issued after the execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time.

1.13 Contract Change Request (CCR) – A formal request to OWNER, initiated by CONTRACTOR

by submittal of a Request For Contract Change (RFCC), to propose a change to the Contract and, once approved, will authorize payment for the approved change.

1.14 Contract Control Schedule (CCS) – The schedule developed by CONTRACTOR designed to provide the control level guideline of contract execution for the duration of Contract.

1.15 Contract Item (Pay Item) – A specific unit of work for which a price is provided in the Contract.

1.16 CONTRACTOR – The individual or entity with whom OWNER has entered into the executed Agreement. CONTRACTOR is not responsible for providing, nor does CONTRACTOR control, the Project design and contents of the design documents.

1.17 Contract Price – The successful bidder was selected based on the lowest responsible and responsive bid, and OWNER and CONTRACTOR have a binding contract for the Work at the agreed Contract Price. The total compensation payable to CONTRACTOR for performing the Work, subject to modification by Contract Change Order.

1.18 Contract Time – The number of calendar days stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.

1.19 Cost of the Work – The term “Cost of the Work” shall mean the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of the Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 1.19.8.

1.19.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs of employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

1.19.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

1.19.3 Payments made by CONTRACTOR to Subcontractors for Work performed by

Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this Section 1.19.

1.19.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

1.19.5 Costs of materials billed to OWNER in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess, billed materials, if any, shall be handed over to OWNER at the completion of the work or, at OWNER's option, shall be sold by CONTRACTOR. Any amounts realized from such sales shall be credited to OWNER as a deduction from the Cost of the Work.

1.19.6 ***Does not include*** the cost of fees of testing laboratories for tests required by the Contract Documents and paid for by OWNER, ***except*** those related to defective or nonconforming work for which reimbursement is excluded by CONTRACTOR Contract for Construction, ARTICLE 40.0 TESTING BY CONTRACTOR, or other provisions of the Contract Documents.

1.19.7 Supplemental costs including the following:

1.19.7.1 The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

1.19.7.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

1.19.7.3 Rentals of all construction equipment and machinery, exclusive of hand tools owned by workers, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. Rental rates shall be determined as follows:

1.19.7.3.1 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" as published by K-III, 1735 Technology Drive, Suite 401, San Jose, CA 95110-1313, Phone (408) 467-6700.

1.19.7.3.2 The hourly rate to be paid shall be the monthly rate multiplied by an average regional adjustment factor of 1.05, divided by 176, multiplied by the appropriate rate

adjustment factor, plus the estimated operating cost per hour shown therein, rounded to the nearest $0.10.

1.19.7.3.3 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 the Engineer. When multiple attachments are approved for use and are being used interchangeably, the attachment having the higher rental rate shall be the only one included for payment.

1.19.7.3.4 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.

1.19.7.3.5 No compensation will be allowed for shop tools having a daily rental rate of less than $10 of the Rental Rate Blue Book as set forth in Section 1.19.7.3.1.

1.19.7.3.6 If ordered to use equipment not listed in the aforementioned publications, the Engineer will establish a rental rate for such equipment. CONTRACTOR shall furnish cost data that might assist in the establishment of such rental rate.

1.19.7.3.7 Payment will be made for the actual time that such equipment is in operation on the work.

1.19.7.3.8 Authorized standby time for idle equipment shall be paid at 50% of the specified rate, less the estimated operating cost per hour. No markup will be added for overhead and profit.

1.19.7.3.9 Rental rate paid as above provided shall include the cost of fuel, oil, lubrication, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. CONTRACTOR shall provide the Engineer with a complete Force Account Equipment Listing (Nevada Department of Transportation Form 040-033) for each piece of equipment utilized.

1.19.7.4 Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

1.19.7.5 All discounts for prompt payment, volume buying, all trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

1.19.7.6 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

1.19.7.7 Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work, provided such losses and damages have resulted from causes other than

negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

1.19.7.8 Costs to receive, store and install any OWNER furnished equipment or materials as called for in this Contract.

1.19.7.9 All discounts for prompt payment, volume buying, all trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

1.19.7.10 The cost of utilities, fuel, and sanitary facilities at the Site.

1.19.7.11 Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

1.19.7.12 When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim

1.19.7.13 When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

1.19.8 **Costs Excluded**: The term Cost of the Work shall not include any of the following items:

1.19.8.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Section 1.19.1 or specifically covered by Section 1.19.4, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

1.19.8.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR’s office at the Site.

1.19.8.3 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good all damage to property not forming part of the Work.

1.19.8.4 Other overheard or general expense costs of any kind and the costs of

any item not specifically and expressly included in Sections 1.19.1 through 1.19.7.

1.20 Defective – Refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents or does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior final payment of the Contract.

1.21 Drainage System – The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the Project area.

1.22 Drawings – The official drawings or exact reproductions, approved by OWNER, which show the location, character, dimensions and details of the Project and the Work to be done and which are to be considered as part of the Contract.

1.23 Equipment – All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.24 Final Completion – When the Work in the Contract is complete in accordance the Contract Documents, as modified by any contract changes, and OWNER accepts the Work as being complete.

1.25 Jobsite – The location where construction activity is performed under this Contract.

1.26 Inspector – A representative of OWNER, assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the material furnished or being furnished by CONTRACTOR. The Inspector may be the Project Manager in certain circumstances.

1.27 Intention of Terms – Whenever, in these specifications or on the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of OWNER is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to OWNER, subject in each case to the final determination of OWNER.

1.27.1 “At CONTRACTOR’S expense" or "to CONTRACTOR’s account" shall mean that the costs incurred by CONTRACTOR in performing any work or for furnishing any material or equipment will not be reimbursed by OWNER.

1.27.2 Any reference to a specific requirement of a numbered paragraph of the Technical Specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such reference.

1.28 Labor and Material Payment Bond – The approved form of security furnished by CONTRACTOR and its surety as a guaranty that it will pay in full all bills and accounts for materials and labor used in the construction of the Work.

1.29 Laboratory – The official testing laboratories of OWNER or such other laboratories as may be designated by OWNER.

1.30 Latent Defect – A hidden or concealed deficiency or fault in the Work, which OWNER, until its discovery, has no knowledge, or which, in the exercise of reasonable care, OWNER could have had no knowledge.

1.31 Materials – Any substance specified for use in the construction of the Work.

1.32 Milestone – A scheduled event signifying the completion of a deliverable or a related set of deliverables.

1.33 Mobilization – Preparatory work, furnishing required submittals and performing operations to commence project work, including but not limited to, all work necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment, sanitary, and other facilities, as required by the Contract, State and local laws and regulations.

1.34 Monthly Progress Pay Estimate – The means by which CONTRACTOR applies for and receives approval of its monthly payments for work accomplished to date.

1.35 Nevada Revised Statutes (NRS) – The current codified laws of the State of Nevada; for purposes of contractual obligations, this definition will encompass the Nevada Revised Statutes, the Statutes of Nevada and the Nevada Administrative Code (NAC).

1.36 Non-Compliance Reports (NCR) – The document that informs CONTRACTOR of any CONTRACTOR infraction of the Contract Documents that negatively affects cost, scheduling, or quality of work.

1.37 Notice of Award – A written notice to CONTRACTOR from OWNER notifying CONTRACTOR that a Contract for the Work now exists between OWNER and CONTRACTOR.

1.38 Notice To Proceed (NTP) – A written notice to CONTRACTOR to begin the actual Contract Work on a specified date. If applicable, the NTP shall state the date on which the Contract time begins.

1.39 OWNER – OWNER is Board of Trustees of Douglas County School District, Minden, Nevada as represented by its designee. Where the word "approval" is mentioned, approval shall mean action by the Board of Trustees or its Chief Financial Officer. The term OWNER shall also mean the contracting agency signatory to the Contract.

1.40 Pavement – The combined surface course, base course, and sub base course, if any, considered as a single unit.

1.41 Performance Bond – The approved form of security furnished by CONTRACTOR and its surety as a guaranty that CONTRACTOR will complete the Work in accordance with the terms of the Contract.

1.42 Project – The agreed scope of work with respect to referenced project name and Jobsite specified in the Contract.

1.43 Project Manager – The individual nominated by OWNER to act on behalf of OWNER for the day to day activities during the course of the Contract. However, the Project Manager has limited authority, and cannot amend or alter the Contract in any manner, nor can he amend or alter any financial obligations of OWNER.

1.44 Proposal – A complete and properly signed offer to do the Work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.

1.45 Punch List – A list, made near the Substantial Completion of the Work, that indicates items to be finished or the Work to be performed by CONTRACTOR or Subcontractor in order to complete the Work as specified in the Contract Documents.

1.46 Quantity Adjustment (QA) – This is a system for adjusting the estimated quantities displayed in the Bid Form (unit price contract), as a field count determines actual quantities.

1.47 Quantity Verification – The method by which CONTRACTOR quantifies the amount of work accomplished during the current billing period for a particular work activity.

1.48 Request for Contract Change (RFCC) – Formal method of notification to request a change in Contract scope.

1.49 Request for Information (RFI) – Formal means of requesting information/clarification regarding Contract requirements.

1.50 Samples – samples are physical examples furnished by CONTRACTOR to illustrate materials, equipment, finishes, or workmanship, and to establish standards by which the Work will be judged.

1.51 Structures – OWNER facilities such as culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; under drains; electrical ducts, manholes, hand holes, lighting fixtures and bases; transformers; flexible and rigid pavements; buildings; vaults; and, other manmade features of the Project that may be encountered in the Work and not otherwise classified herein.

1.52 Subcontractor means a person who:

1.52.1 Is licensed pursuant to the provisions of Chapter 624 of NRS or performs such work that he is not required to be licensed pursuant to Chapter 624 of NRS; and

1.52.2 Contracts with a CONTRACTOR, another Subcontractor or a supplier to provide labor, material or services for a construction project.

1.53 Subgrade – The soil that forms the pavement foundation.

1.54 Submittals and Shop Drawings – Submittals and shop drawings are drawings, diagrams, illustrations, performance charts, brochures, samples, and other data which are prepared by CONTRACTOR or any Subcontractor, manufacturer, supplier, or distributor which illustrate some portion of the Work.

1.55 Substantial Completion – The stage in the progress of the Work, or a designated portion thereof, when construction is sufficiently complete in accordance with the Contract Documents, so that OWNER can occupy and/or utilize the Work (or portion thereof) for its intended use.

1.56 Supplemental Agreement – A written agreement between CONTRACTOR and OWNER covering work that is requested by OWNER which is not related to the scope of the originally awarded Contract. The cost of this work shall be priced by CONTRACTOR in accordance with ARTICLE 19.0 - CHANGES.

1.57 Surety – The corporation, partnership, or individual, other than CONTRACTOR, executing a Bid Payment, Performance or Guaranty Bonds which are furnished to OWNER by CONTRACTOR.

1.58 Technical Specifications – A part of the Contract containing the written directions and requirements for completing the Work. Standards for specifying materials or testing, which are cited in the Technical Specifications by reference, shall have the same force and effect as if included in the Contract physically.

1.59 Work – Includes, but is not limited to the furnishing of all labor, materials, equipment, tools, supplies and incidentals and the installation of all materials and equipment necessary to fully and completely accomplish all duties and obligations imposed by the Contract.

1.60 Work Day – A working day shall be any day on which the normal working forces of CONTRACTOR may proceed with regular work for at least six (6) hours toward completion of the Contract.

2.0 AUTHORIZED REPRESENTATIVES

Before starting the Work, CONTRACTOR shall designate a competent, authorized representative acceptable to OWNER to represent and act for CONTRACTOR and shall inform OWNER, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for CONTRACTOR and shall specify any and all limitations of such authority. CONTRACTOR shall keep OWNER informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of the Work at all times when the Work is actually in progress. During periods when the Work is suspended, arrangements for an authorized representative acceptable to OWNER shall be made for any emergency work, which may be required. All notices, determinations, instructions and other communications given to the authorized representative of CONTRACTOR shall be binding upon CONTRACTOR.

Before starting the Work, OWNER shall designate, in writing, a Project Manager to be the point of contact for OWNER. OWNER will notify CONTRACTOR in writing of the name of such representative, the representative's limits of authority and any subsequent changes. At all times when work is being performed under the Contract, there will be available a competent Project Manager who will have authority to act for OWNER within the scope of his authority, and to receive communications from CONTRACTOR.

3.0 CONTRACT EXECUTION

3.1 General:

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

The Contract shall not be binding on either OWNER or CONTRACTOR until OWNER-CONTRACTOR Construction Contract and the Performance and Payment Bonds have been properly executed and submitted, and OWNER-CONTRACTOR Construction Contract has been approved and signed by OWNER or its designated representative.

Execution of OWNER-CONTRACTOR Construction Contract shall constitute CONTRACTOR's representation, under penalty of perjury, that CONTRACTOR has carefully examined the contents of all Contract Documents, which it has read and understands the same, and specifically agrees to be bound thereby. Additionally, execution of OWNER-CONTRACTOR Construction Contract by CONTRACTOR shall represent that it has inspected the site, familiarized itself with all local conditions, laws, and regulations under which the Work is to be performed and has correlated this knowledge with the requirements of the Contract Documents.

The Contract Documents shall not be construed to create a contractual relationship of any kind between Architect and CONTRACTOR, between OWNER and a Subcontractor, or between any persons or entities other than OWNER and CONTRACTOR. Architect shall, however, have authority to act on behalf of OWNER, to the extent provided in the Contract Documents.

The laws of the State of Nevada and the applicable rules and regulations of its departments, agencies, and institutions shall govern the Project and the Work. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein, and the Contract shall be read and enforced as though such provision were included therein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be physically amended to make such insertion or correction.

The Contract Sum is the sum stated in OWNER-CONTRACTOR Construction Contract and is the total dollar amount payable by OWNER to CONTRACTOR for the complete and approved performance of the Work in strict accordance with the Contract Documents.

3.2 Laws and Regulations:

The Contract shall be administered and interpreted under 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. The parties consent to the exclusive jurisdiction of the Second Judicial District Court, Reno, Nevada for enforcement of this Contract. This Contract shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall remain in full force and effect.

CONTRACTOR and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations in effect at the time the Work is performed under this Contract.

If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify OWNER in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by OWNER as to the effect of such changes an adjustment in the compensation and/or time of performance will be made in accordance to ARTICLES 8.0 – PRICING OF CHANGES and 19.0 – CHANGES.

If CONTRACTOR discovers any discrepancy or inconsistency between this Contract and any law, ordinance, statute, rule, regulation, order or decree, CONTRACTOR shall immediately notify OWNER in writing.

3.3 Execution of the Contract:

CONTRACTOR is to execute two originals of the Contract, attach the Bonds and Certificates of Insurance and forward the same to OWNER.

If all the data submitted by CONTRACTOR under this Article is in accordance with the Contract Documents, OWNER shall have the Contract executed.

If CONTRACTOR fails to furnish all Bonds and Insurance Certificates within ten (10) days of the Notice of Award of Contract, OWNER reserves the right to reclassify CONTRACTOR's Proposal as non-responsive and OWNER may then bid the Contract per NRS 338.1696.

3.4 Bond Requirements:

3.4.1 CONTRACTOR shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as OWNER may prescribe in accordance with the provisions of NRS 339.025. Bonds may be secured through CONTRACTOR's usual sources provided the surety must be authorized to do business in the State of Nevada.

3.4.2 Contract Required Bonds:

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

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

3.4.2.3 Sureties Agreement to provide Guaranty Bond in the amount of 100% of the Contract price upon Notice of Completion of the Work.

3.4.3 Form of Bonds:

3.4.3.1 The bonds shall be written on Performance Bond and Labor and Material Payment Bond Forms provided by OWNER.

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

3.5 Signature Set of Contract Documents:
Prior to commencement of the Work, a complete set of conformed Contract Documents shall be examined by CONTRACTOR and OWNER for accuracy. This set of documents shall then be bound and sealed. CONTRACTOR and OWNER shall sign and date a cover sheet that lists the contents of the bound and sealed package.

This set of signed conformed Contract Documents will be held by OWNER for use as reference in the event of any conflict arising from the Contract Documents. OWNER and CONTRACTOR shall both be present in the event the bound and sealed package is ever opened.

3.6 Pre-Construction Conference:
OWNER will call a Pre-Construction Conference prior to issuance of NTP to CONTRACTOR.

The purpose of the Pre-Construction Conference will be to review various requirements of the Contract Documents, including safety and security.

CONTRACTOR shall be represented at this meeting to include CONTRACTOR's Authorized Representative, Project Manager, Superintendent, Schedule Manager and Safety and Quality Representatives.

3.7 Pre-Activity Meetings:
CONTRACTOR shall conduct a separate, on-site meeting with each Subcontractor and/or CONTRACTOR personnel on the Work to be accomplished by CONTRACTOR direct hire forces prior to commencement of the activity for the purpose of reviewing the Contract Documents. If a Subcontractor is engaged in several work activities or if CONTRACTOR is engaged in several direct hire activities, a meeting shall be conducted for each activity. OWNER shall be invited to each meeting.

No CONTRACTOR or Subcontractor work activity shall be included in a monthly Progress Pay Estimate until the above meetings have taken place.

3.8 Notice to Proceed:
When all the preceding conditions of this Article have been fulfilled, OWNER will issue NTP to CONTRACTOR.

4.1 POST-AWARD

CONTRACTOR shall include the General Conditions as attached to Contract in its contract with each Subcontractor working on this project.

CONTRACTOR shall not substitute any Subcontractor or person for a Subcontractor who is named in the Contract, unless:

(A) OWNER objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the Change; or

(B) The substitution is approved by OWNER and is limited to the conditions allowed under state law. CONTRACTOR shall be responsible for any increase in costs as a result of such approved substitution.

CONTRACTOR shall re-issue the Disclosure of Ownership/Principals Form (Addenda, Attachment 1 – DISCLOSURE OF OWNERSHIP FORM) if, at any time during the Contract period, there are changes to the form, i.e., individuals are added to, or taken off, the list.

CONTRACTOR shall ensure that all subcontractors hold a state business license issued pursuant to NRS Chapter 76 as required under NRS 338.072.

5.0 SCHEDULE OF VALUES

Within fourteen (14) calendar days after the issuance of the NTP, CONTRACTOR shall submit to OWNER and Architect a schedule of values of the various portions of the Work, aggregating to the total Contract Sum, divided to facilitate payments to Subcontractors, prepared in a form acceptable to OWNER, and supported by such data to substantiate its correctness as OWNER may require. This schedule, when approved by OWNER and Architect, shall be the basis for each Progress Payment Application. The scheduled costs shall be itemized in accordance with the breakdown listed in the Contract Price and according to the list of defined components included in ARTICLE 6.0 PAYMENT TERMS AND DEFINITIONS.

6.0 PAYMENT TERMS AND DEFINITIONS

6.1 Cost of the Work – refer to definitions contained in ARTICLE 1.0 DEFINTIONS.

6.2 Special Allowances: Special Allowance for Permits, Fees, and Certificates. CONTRACTOR shall be reimbursed from the Special Allowance Account for actual cost of permits, fees, and certificates only, charged by the relevant regulatory agencies, to permit construction of the project and occupation thereof by OWNER upon completion. ARTICLE 26.0 PERMITS AND FEES and Section 3.4.1 describes the scope of CONTRACTOR's responsibility in this regard. CONTRACTOR shall purchase the permits, fees, and certificates and submit invoices/receipts for same with the next progress payment requisition to ensure timely reimbursement. CONTRACTOR shall be reimbursed for direct costs of the permits, fees, and certificates only, i.e., no markup shall be applied to the cost of the permits, fees, and certificates. Only those permits, fees, and certificates obtained by CONTRACTOR as required by the Contract are reimbursable from this Special Allowance.

If OWNER and CONTRACTOR are unable to reach an agreement as to the total cost of the Special Allowance work, the issue shall be resolved under the provisions of ARTICLE 13.0 CONTRACT INTERPRETATION.

7.0 UNIT PRICE WORK

7.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work,

initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of the Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by Architect.

7.2 Architect will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of Architect on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by Architect to reflect changed factual conditions).

7.3 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

8.0 PRICING OF CHANGES

8.1 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim subject to ARTICLE 13.0 CONTRACT INTERPRETATION.

8.2 The value of any the Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

8.2.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of ARTICLE 7.0 UNIT PRICE WORK); or

8.2.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit); or

8.2.3 Where the Work involved is not covered by unit prices contained in the Contract Documents an agreement to a lump sum is not reached under Section 8.2.2, on the basis of the cost of the Work (determined as provided in ARTICLE 1.0 DEFINITIONS) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Section 8.3).

8.3 CONTRACTOR's Fee: CONTRACTOR's fee for overhead and profit shall be determined as follows:

8.3.1 A mutually acceptable fixed fee; or

8.3.2 If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

8.3.2.1 For costs incurred under Sections 1.19.1 and 1.19.2, CONTRACTOR's fee shall be 15 percent;

8.3.2.2 For costs incurred under Sections 1.19.3, CONTRACTOR's fee shall be five percent;

8.3.2.3 Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Section 8.3.2.1 is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such

Subcontractor under Sections 1.19.1 and 1.19.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

8.3.2.4 No fee shall be payable on the basis of costs itemized under Sections 1.19.4 through 1.19.7;

8.3.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

8.3.2.6 When both addition and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with Sections 8.3.2.1 through 8.3.2.4 inclusively.

9.0 BACKCHARGES

9.1 OWNER may in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to CONTRACTOR amounts sufficient to cover the full costs of any of the following:

9.1.1 CONTRACTOR'S failure to comply with any provision of this Contract or CONTRACTOR'S acts or omissions in the performance of any part of this Contract, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;

9.1.2 Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when CONTRACTOR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

9.1.3 Circumstances when OWNER agrees to or is required to take action or perform work for CONTRACTOR, such as cleanup, off-loading or completion of incomplete work.

9.2 OWNER may also backcharge against CONTRACTOR for work done or cost incurred to remedy these or any other CONTRACTOR defaults, errors, omissions or failures to perform or observe any part of this Contract. OWNER may, but shall not be required to, give CONTRACTOR written notice before performing such actions or work or incurring such cost.

The cost of backcharge work shall include:

9.2.1 Incurred labor costs including all payroll additives;

9.2.2 Incurred net delivered material costs;

9.2.3 Incurred lower-tier supplier and CONTRACTOR costs directly related to performing the corrective action;

9.2.4 Equipment and tool rentals at prevailing rates in the Jobsite area; and

9.2.5 A factor of twenty-five (25) percent applied to the total of Items 1 through 4 for OWNER's overhead, supervision and administrative costs.

9.3 The backcharge notice may request CONTRACTOR 's concurrence for OWNER to proceed

with the required action or work. CONTRACTOR's failure to concur shall not impair OWNER's right to proceed with the action or work under this or any other provision of this subcontract.

9.4 OWNER shall separately invoice or deduct from payments otherwise due to CONTRACTOR the costs as provided herein. OWNER's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of backcharge work by OWNER shall not relieve CONTRACTOR of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting ARTICLE 18.0 CONSTRUCTION SCHEDULE AND DATA.

10.0 PROGRESS PAYMENT APPLICATIONS

Progress payments will be made in accordance with NRS 338.515. CONTRACTOR shall comply with NRS 338.550 through NRS 338.570 regarding payments made by CONTRACTOR to subcontractors and suppliers.

CONTRACTOR shall submit a Progress Payment Application at least 20 days before the date esatblished for each progress payment, but not more than once each month, in the form required by OWNER. Each Progress Payment Application shall be accompanied by a current construction schedule, updated to reflect all change orders and/or changes in the Work.

Any request for partial or final payment shall specifically list the Work completed. All invoices submitted to OWNER must be made on company letterhead, reference the Purchase Order Number as submitted to CONTRACTOR under the NTP, and be in original format: OWNER will not authorize payments from carbon or Xerox copies.

Each Progress Payment Application shall correctly set forth the value of all the Work satisfactorily performed to date, less 10% of that amount as a retained percentage. Once the Work is 50% complete, OWNER may, at OWNER's discretion, reduce the amount of retention to 5% of the total Contract Sum. OWNER may pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded, and insured facilities. In no event will CONTRACTOR be paid more than the listed value of each properly completed portion of the Work, less the required retention, until the entire Work has been successfully completed.

If payment is requested for materials or equipment not yet incorporated in the Work, but delivered and properly stored at the site or at a bonded and insured facility previously approved by OWNER in writing, such payment shall be conditioned upon submission by CONTRACTOR of documentation, satisfactory to OWNER, as deemed necessary to protect OWNER's interest, including applicable insurance and transportation to the job-site. The risk of loss for such materials or equipment shall remain with CONTRACTOR until final completion and acceptance of the Work.

CONTRACTOR guarantees that title to all Work, materials, and equipment covered by a Progress Payment Application, whether incorporated into the Project or not, has passed to OWNER prior to issuing the Progress Payment Application, free and clear of all liens, claims, security interests, or encumbrances, and that no Work, materials, or equipment covered by a Progress Payment Application has been acquired by CONTRACTOR, or by any other person, subject to an agreement under which an interest therein, or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person. This provision shall not be construed to relieve CONTRACTOR of its sole responsibility for the care and protection of the Work, and to restore all damages thereto, nor shall serve as a waiver of the right of OWNER to require the fulfillment of all terms of the Contract Documents.

Upon receipt of each Progress Payment Application, and within seven (7) days time, OWNER and Architect will either approve the Progress Payment Application, modify the Progress Payment

Application for such amount as is determined to be properly due, or reject the Progress Payment Application.

OWNER may decline to approve any Progress Payment Application, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of a Progress Payment Application previously paid to such extent as may be necessary to protect OWNER from loss based on any of the following grounds. When the grounds are removed, payment shall be approved for the associated amount withheld.

10.1 Defective Work not remedied.
10.2 Claims filed or reasonable evidence indicating the probable filing of claims.
10.3 Failure of CONTRACTOR to make proper payments to Subcontractors or Suppliers.
10.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum.
10.5 Damage to a separate contractor.
10.6 Reasonable indication that the Work will not be completed within the Contract Time.
10.7 Unsatisfactory execution of the Work by CONTRACTOR.
10.8 Failure to maintain any insurance required by the Contract Documents.
10.9 Any other breach of the Contract Documents.

If OWNER should fail to pay CONTRACTOR within thirty (30) calendar days after the date that a Progress Payment Application is signed and approved for payment by OWNER, then CONTRACTOR may, after seven (7) additional calendar days, give written notice to OWNER and stop the Work until payment is received.

No payment by OWNER shall constitute an acceptance of any Work not in accordance with the Contract Documents, nor shall it relieve CONTRACTOR of full responsibility for correcting defective Work or materials found at any time prior to completion of the entire Work or during the guarantee period.

11.0 FINAL PAYMENT

When OWNER has received satisfactory evidence that all claims and obligations of CONTRACTOR have been paid, discharged, or waived, OWNER will make final payment to CONTRACTOR of all monies retained on all properly completed and accepted Work.

Issuance of final payment shall constitute a waiver of all claims by OWNER except those arising from any of the following:

11.1 Unsettled claims.
11.2 Guarantee or Warranty issues.
11.3 Faulty or defective Work
11.4 Failure of the Work to comply with the requirements of the Contract Documents.
11.5 Latent defects in the Work.

If any such claims remain unsatisfied after final payment is made, CONTRACTOR shall refund to OWNER all monies OWNER may be compelled to pay in discharging such claims and any costs related thereto.

The acceptance by CONTRACTOR of final payment shall constitute a full and complete release to OWNER of all claims by, and all liability to, CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of OWNER and any others for whom OWNER is or may be responsible relating to or arising out of performance of the Work by CONTRACTOR. No payment, final or otherwise, shall operate to release CONTRACTOR or its Surety from any obligations under the Contract, or under the Performance and Payment Bonds.

As a condition of requesting or receiving final payment, CONTRACTOR shall submit all operation and maintenance manuals, guarantees, as-built drawings, surety release, and all other close-out documents as may be applicable under the Contract Documents.

12.0 LIQUIDATED DAMAGES

It is hereby mutually understood and agreed, by and between CONTRACTOR and OWNER, that the Contract Time, as specified in the Contract, is an essential condition of the Contract. It is further mutually understood and agreed that both the Work and the Contract Time shall commence on the starting date established in the NTP.

CONTRACTOR agrees that all of the Work shall be prosecuted regularly, diligently, and without interruption at a rate of progress that will ensure completion of the Work within the Contract Time.

If CONTRACTOR shall neglect, fail, or refuse to achieve Substantial Completion of the Work within the Contract Time, or a milestone before the milestone completion date, or otherwise fails to prosecute the Work by other deadlines required in the Contract Documents, then CONTRACTOR and its Surety do hereby agree, as part of the consideration for the Contract, to pay to OWNER, not as a penalty, but as liquidated damages, in the amount of **$500** for each and every excess calendar day that is required to achieve the stated deadline. The specified liquidated damages shall be OWNER'S sole and exclusive remedy for excess calendar days.

CONTRACTOR and OWNER mutually agree that in the event of a delay the actual damages to be suffered by OWNER are difficult to determine and accurately quantify, including but not limited to damages associated with school closures and incomplete or inadequate delivery of educational services to children as a result of a delay. Accordingly, CONTRACTOR, its Surety, and OWNER agree that the amount specified above for liquidated damages is the appropriate and best estimate of the damages that would actually be incurred by OWNER should the Work or any separable part thereof not be completed within the Contract Time.

Should the remaining balance of the Contract Sum be insufficient to cover the specified liquidated damages due OWNER, then OWNER shall have the right to recover such unrecovered liquidated damages from CONTRACTOR and/or its Surety.

Liquidated damages shall cease to be assessed on the date that Substantial Completion is achieved provided CONTRACTOR completes all punch list work within the time limit stipulated in the Certificate of Substantial Completion. If CONTRACTOR does not complete all of the punch list work within the time limit stipulated in the Certificate of Substantial Completion, the assessment of liquidated damages shall resume on the date that the stipulated time limit expires and shall continue until all such punch list work is completed.

13.0 CONTRACT INTERPRETATION

All questions or disputes CONTRACTOR may have concerning interpretation or clarification for the acceptable fulfillment of this Contract, and all disputes applicable under ARTICLE 67.0 – TERMINATION FOR DEFAULT, ARTICLE 14.0 – DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DESCREPANCIES, or ARTICLE 29.0 – DIFFERING SITE CONDITIONS, shall be submitted immediately in writing to OWNER for resolution.

OWNER shall render a decision resolving the question or dispute (hereafter "resolution") within thirty (30) calendar days, after receipt of the submission from CONTRACTOR. The resolution shall be considered final and conclusive. CONTRACTOR is obligated to proceed in a timely manner with the resolution therein.

If CONTRACTOR does not agree with the resolution, CONTRACTOR shall proceed in accordance with Section 13.1.

OWNER may, as required, issue to CONTRACTOR, clarifications to Contract. CONTRACTOR is obligated to proceed in a timely manner with instructions included therein.

If CONTRACTOR does not agree with clarification, CONTRACTOR shall proceed in accordance with Section 13.1.

CONTRACTOR is solely responsible for submitting instructions or interpretations and is solely liable for any cost and/or expense arising from its failure to do so. At all times, CONTRACTOR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and any resolution or clarification, pending conclusion of any dispute.

13.1 Claims and Disputes

If CONTRACTOR disagrees with any resolution or clarification made by OWNER; if CONTRACTOR decides that work has been undertaken or cost has been incurred, that is outside scope Work of the Contract, CONTRACTOR shall file a claim with OWNER within thirty (30) calendar days after the resolution or clarification was rendered, or the work or cost was undertaken by CONTRACTOR.

All claims presented by CONTRACTOR shall include the following documentation in support of claims:

13.1.1 Specific provisions of the Contract that are pertinent to the claim.

13.1.2 A full description of the claim, with a narrative to support CONTRACTOR's position.

13.1.3 All costs associated with the claim shall be detailed as in ARTICLE 19.0 – CHANGES and ARTICLE 8.0 – PRICING OF CHANGES.

13.1.4 All time extensions associated with claim shall be detailed as in ARTICLE 19.0 – CHANGES and ARTICLE 8.0 – PRICING OF CHANGES.

13.1.5 Supporting documentation to substantiate claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.

13.2 Failure by CONTRACTOR to furnish all preceding data or to file Claim within specified thirty (30) calendar days shall constitute a waiver of claim by CONTRACTOR.

13.3 OWNER shall have thirty (30) calendar days after receipt of the claim, to respond to CONTRACTOR. OWNER response shall be considered final and conclusive unless CONTRACTOR files a written appeal to OWNER within thirty (30) calendar days of receipt of the response. CONTRACTOR's appeal shall state clearly and in detail the basis thereof.

13.4 OWNER shall consider CONTRACTOR's appeal and render a final decision thereon within thirty (30) calendar days of receipt of CONTRACTOR's appeal. If OWNER's final decision is not acceptable to CONTRACTOR, the matter shall be resolved through good faith negotiations between both parties. If, through good faith negotiations, the claim is not resolved within thirty (30) calendar days after OWNER's final decision, either Party may request mediation before any party commences litigation.

13.5 Any and all disputes of any kind that may arise between OWNER and CONTRACTOR under the Contract Documents that cannot initially be resolved to the satisfaction of both parties shall be submitted first to mediation to be conducted in a location that is agreeable to both parties utilizing the services of a mediator who is acceptable to both parties. All fees of the

mediator and related costs associated with mediation shall be split and paid equally by the parties.

13.6 In the event that the parties agree to forego mediation of their dispute(s), or that mediation is unsuccessful, then all disputes between them of any kind or nature arising out of or under the terms of the Contract Documents, or the performance of the Contract, and which arose prior to the termination of the guarantee period specified in the Contract, shall be determined exclusively by and through mandatory, binding arbitration conducted in Douglas County, Nevada (unless the parties agree upon a different location) pursuant to the Nevada Uniform Arbitration Act of 2000, NRS 38.276 et seq., (the "Act").

13.7 The parties shall, by agreement between them if possible, select one (1) person as arbitrator who has substantial experience in the area(s) of the disputed issues(s). If they cannot agree upon an arbitrator, either party may apply pursuant to NRS 38.226 to the Ninth Judicial District Court of the State of Nevada in Minden, Douglas County, Nevada to appoint an arbitrator. The arbitrator selected by either method shall have all of the powers set forth in the Act, and shall enter an award at the conclusion of the proceedings, including an award of reasonable attorney's fees and costs to the prevailing party. In no event, however, may the award include any tort or punitive damages. The arbitrator's fee and the cost of the arbitration proceeding itself shall initially be divided equally between the parties, but the arbitrator may award all or any part of the fee and costs of the proceeding to the prevailing party in his/her reasonable discretion.

14.0 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DESCREPANCIES

Any conflicts or discrepancies, errors or omissions among the various Contract Documents shall be submitted immediately by CONTRACTOR to OWNER for clarification, under ARTICLE 13.0 – CONTRACT INTERPRETATION, and such clarification by OWNER shall be final. Any Work affected by such conflicts, discrepancies, errors or omissions which is performed by CONTRACTOR prior to clarification shall be at CONTRACTOR's risk and expense.

Local code requirements shall be standard except where the drawings and specifications dictate a more stringent requirement. Where conflicts exist, the most stringent requirements shall apply.

15.0 INSURANCE

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

15.1.1 Contractor shall maintain statutory workers' compensation and employer's liability coverage in accordance with NRS 616B.030 and NRS 616B.627 for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Nevada State Statutory limits shall be required. Waiver of Subrogation in Section 15.1.7 applies to this Article in full.

15.1.2 Automobile Liability Insurance for owned, hired, and non-owned autos with minimum limits as follows:

15.1.2.1 Bodily Injury: $1,000,000 per occurrence, and
Property Damage: $1,000,000 per occurrence

Or

15.1.2.2 Bodily Injury/Property Damage Combined: $1,000,000 per occurrence combined single limit

15.1.3 Commercial General Liability Insurance for operations of the insured project in a Form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form" with a "Per Project" Aggregate Limit) for operations of CONTRACTOR and its Subcontractors, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence Limit	$1,000,000

15.1.4 Umbrella Liability Insurance that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than $4,000,000.

15.1.5 If Contract Price exceeds $5,000,000, Builder's Risk must be provided by CONTRACTOR. Builder's Risk or Course of Construction Insurance, insuring Risks of direct physical loss unless excluded. Coverage includes mechanical breakdown, property in transit, property at temporary storage location, earthquake, and flood (other than Zones A or V) subject to applicable sub-limits and insuring the interests of OWNER, CONTRACTORS, and their Subcontractors of any tier providing equipment, materials or services for the project. (Equipment is only covered if deemed to be incorporated as part of the project).

15.1.6 CONTRACTOR shall with provide evidence that the foregoing insurance is in force prior to commencement of the Work on this Contract.

15.1.7 OWNER and CONTRACTOR waive all rights against each other and any of their subcontractors, agents, employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have the proceeds of such insurance held by OWNER as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

15.1.8 All insurance shall be on an occurrence basis and not a claims-made basis.

15.2 All required insurance coverage as stated herein will be evidenced by a current ACORD Form 25 Certificate(s) of Insurance; such Certificates will include, but will not be limited to, the following:

15.2.1 All Certificates for each insurance policy are to be signed by a person authorized by that insurer.

15.2.2 Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best's Rating of at least A- VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by CONTRACTOR (or its Subcontractors) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.

15.2.3 Said policies, except Worker's Compensation, shall name OWNER, its agents, employees, and members of the Board of Trustees as additional insureds. The policies will be primary and any other insurance carried by OWNER and/or CONTRACTOR shall be excess and not contributing therewith.

15.2.4 Each insurance policy supplied by CONTRACTOR (or its Subcontractors) must be endorsed to provide that the coverage will not be canceled or materially changed without prior written notice to OWNER. CONTRACTOR shall provide written notice by mail of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Contract. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.

15.2.5 CONTRACTOR (or its Subcontractors) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.

15.2.6 CONTRACTOR (or its Subcontractors) will furnish renewal certificates for the same minimum coverage's as required by this Contract. The notice for renewal will be submitted forty-five (45) days in advance of the expiration date shown on the Certificate of Insurance. A second request will be mailed if the Certificate is not received within ten (10) days. If, within twenty (20) days from the date of notice of renewal, the Certificate has still not been provided, OWNER may declare CONTRACTOR (or its subcontractors) in default of its obligations under this Article.

15.2.7 All deductibles and self-insured retentions will be fully disclosed in the Certificates of Insurance. CONTRACTOR (or its Subcontractors) is responsible for any deductible or self-insured retention contained within the insurance program.

15.3 Absence of Insurance:
In the event CONTRACTOR fails to provide OWNER with the insurance described in Sections 15.1 and 15.2, no Work shall commence on the contract site. If the coverage required by CONTRACTOR is canceled, all Work on the contract site shall stop immediately, until the problem is resolved.

15.4 Maintenance of Deductible:

15.4.1 If the loss is caused by CONTRACTOR (or its Subcontractors), CONTRACTOR will be responsible for maintenance of the deductible per each occurrence of a loss as follows:

15.4.1.1 If arising out of direct damage to property under course of construction or installation, whether or not insured by OWNER, the first $50,000.

15.4.1.2 If arising out of direct damage to property under course of construction or installation, whether or not insured by OWNER for perils of FLOOD and EARTH MOVEMENT, the first $100,000.

15.4.1.3 If arising out of property damage liability, including loss of use thereof, the first $5,000.

15.4.2 All deductibles under shall be paid by CONTRACTOR, directly to OWNER.

15.5 Claim Reporting:
CONTRACTOR shall immediately report any incident or claim, no later than twenty-four (24) hours after occurrence, to OWNER.

15.6 Costs and Markups for Insurance Claims:
All costs and markups for Work performed by CONTRACTOR, on insurance claims, as noted in this General Condition, shall be in accord with all the requirements of ARTICLE 19.0 - CHANGES.

15.7 Familiarity with Coverages:
It is CONTRACTOR's responsibility to familiarize itself with the coverages described in this General Condition.

15.8 OWNER's Insurance:
OWNER will be responsible for purchasing and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims that may arise from operations under the Contract Documents.

16.0 OWNER'S RESPONSIBILITIES

OWNER will provide general administration of the Contract provided that such general administration shall not relieve CONTRACTOR of complete responsibility for the means and methods of construction and performance of the Work in accordance with the Contract Documents.

OWNER shall furnish site surveys describing the topography and physical characteristics, legal limits, and utility locations for the Project site.

Information or services under OWNER'S control shall be furnished by OWNER within a reasonable time to avoid delays in the orderly progress of the Work.

Prior to the start of construction, OWNER shall obtain all land and rights-of-way necessary for the carrying out and completion of the Work

17.0 CONTRACT TIME

The date of commencement of the Work is the date established in the NTP issued by OWNER. No Work shall be done at the project site prior to this date unless specifically directed by OWNER with the exception of mobilization and temporary utilities upon OWNER's approval.

CONTRACTOR shall begin the Work on the starting date established in the NTP. It shall perform the Work expeditiously with adequate forces and shall complete the Work within the Contract Time.

Normal working days are considered to be Monday through Friday, excluding holidays, between the hours of 7:00 am and 5:00 pm, or per City Ordinance and subject to approval by Project Manager. CONTRACTOR shall submit to OWNER its proposed working schedule for approval before commencing the Work. If CONTRACTOR desires to work on any weekend day, holiday, during any other hours of the day, or change its originally approved working schedule, it shall request and obtain OWNER's written approval at least 5 days in advance of the requested deviation.

OWNER reserves the right to stop CONTRACTOR activities during holidays or emergencies. OWNER reserves the right to vary or reduce the primary shift hours to accommodate special requests of the users of the Jobsite. OWNER reserves the sole right to determine the definition of a special request. CONTRACTOR shall use all reasonable means available to minimize demolition/construction noise generated through performance of the Work. OWNER reserves the right to temporarily suspend and reschedule performance of the Work should an adverse impact to OWNER's use of the jobsite be experienced as a result of excess noise.

In the event CONTRACTOR is requested to change Work schedules, stop Work, limit Work in its Work area(s) by any Federal, State, or local agency, other than OWNER, CONTRACTOR's compliance to any such request shall be at CONTRACTOR's sole discretion. Cost and schedule

impacts that CONTRACTOR may incur as a result of electing to implement any such requests shall be to CONTRACTOR's account.

It is expressly understood and agreed that the Contract Time is a reasonable and acceptable time for completion of the Work considering the requirements of the Contract Documents, the type and scope of the Project, and the usual industrial and labor conditions prevailing in the locality of the Project.

It is expressly understood and agreed that the Contract Time includes adequate time to allow for usual weather delays considering the climatic conditions in the area of the Project. No adjustments to the Contract Time will be allowed on the account of usual variations in weather. CONTRACTOR shall include adequate float or other allowance in construction schedule to accommodate weather conditions that may be associated with weather dependent Work.

The Contract Sum is based on the Contract Time specified in OWNER-CONTRACTOR Construction Contract and shall not be based on an early completion schedule. No additional compensation shall be granted to CONTRACTOR for delays to an early completion schedule and any such claim is hereby waived.

18.0 CONSTRUCTION SCHEDULE AND DATA

Within thirty (30) days after issuance of the NTP and prior to issuing any progress payment application, CONTRACTOR shall submit a construction schedule to OWNER and Architect for review. The schedule must be satisfactory to OWNER and Architect before the first payment application will be accepted. The schedule shall not exceed the Contract Time, shall be revised at appropriate intervals as required by the progress and conditions of the Work, and shall provide for performance and completion of the Project in accordance with the Contract Documents.

The construction schedule shall be organized to show progress for each trade and operation. As a minimum, the schedule shall show the order in which CONTRACTOR proposes to perform the Work, with the proposed starting and completion dates for all significant Milestones, and with available float for each activity of the Work. Activities which constitute critical path portions of the Work shall be clearly identified as such. The schedule will include procurement and delivery of major equipment and long lead items. The schedule will show testing, commissioning and training on equipment and systems. The schedule shall be promptly updated as necessary to reflect the Work required to implement each CCO and/or change in the Work. The schedule shall also include reasonable and orderly dates for issuance of all required submittals, allowing for reasonable notice and staged delivery of submittals to Architect.

CONTRACTOR shall conduct the Work at all times in such a manner and in such sequence as will assure the least interference with the Jobsite users. OWNER may require CONTRACTOR to finish a section in which the Work is in progress before Work is started on any additional sections if the opening of such section is essential to OWNER convenience.

CONTRACTOR shall not disrupt any OWNER Operations. Interface with OWNER Operations is integral to the successful performance of this Contract. CONTRACTOR shall not proceed with any portion of the Work without approved schedules and Work Plans in place. In addition, CONTRACTOR shall provide OWNER with seventy-two (72) hour notice prior to performance of any Work that will impact OWNER Operations.

CONTRACTOR shall utilize a form of project planner software acceptable to OWNER in writing, to create and manage the construction schedule. Submitted schedules and associated data shall be provided in both hard copy and electronic file format. Upon written request by OWNER, CONTRACTOR shall provide prompt responses to any questions regarding reasons or causes for changes to the construction schedule.

If requested by OWNER, CONTRACTOR shall submit a current/updated construction schedule with

each Progress Payment Application. If requested by OWNER it shall also include a brief narrative explaining if CONTRACTOR is on schedule and, if not, provide a recovery schedule for review by OWNER and Architect. The recovery schedule shall identify how CONTRACTOR proposes, at its sole expense, to overcome the associated delays and complete the Work within the Contract Time. Failure by CONTRACTOR to provide a current construction schedule when requested by OWNER shall be justification for OWNER to withhold value of uncompleted requirements.

19.0 CHANGES

19.1 Changes in the Work - General

19.1.1 OWNER's Project Manager and Architect shall have authority to order changes in the Work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be binding on CONTRACTOR.

19.1.2 OWNER, without invalidating the Contract, may order changes in the Work utilizing a CCD with the Contract Sum and/or the Contract Time being adjusted as deemed appropriate. CONTRACTOR shall comply with the provisions of Section 19.1.3 in the event that CONTRACTOR believes that a CCD has a potential impact on the Work.

19.1.3 Should any event or circumstance occur that CONTRACTOR believes may constitute a change in the Work entitling CONTRACTOR to an adjustment to the Contract Sum or the Contract Time, CONTRACTOR shall issue written notice and a request for a CCO to OWNER within five (5) days of the occurrence of such event or circumstance. Such written notice shall be issued by CONTRACTOR for any event or circumstance that CONTRACTOR knows, or should have known, to have a potential impact on the Work. The request shall describe in detail the related causes and any potential impact to the Work. CONTRACTOR shall also identify any anticipated adjustment to the Contract Sum and/or to the Contract Time as a result of such impact. Failure to submit such written notice and a request within the time stipulated and with the information required by this Article shall constitute a waiver by CONTRACTOR of the right to a CCO.

19.1.4 CONTRACTOR shall not proceed with changes to the Work without a CCD or a CCO. If CONTRACTOR proceeds with changes to the Work without proper written approval, it does so at its own risk.

19.1.5 Execution of a CCO shall be considered complete and final adjustment of the Contract Sum and the Contract Time and represents complete and final resolution of all matters related to, or arising out of, the CCO. Execution of a CCO by CONTRACTOR, or acceptance of payment by CONTRACTOR constitutes a complete waiver and release of all direct, indirect, consequential and impact costs and damages related to, or resulting from that CCO and its effect, if any, on unchanged Work, including, but not limited to jobsite overhead, home office overhead, interest or carrying charges on CONTRACTOR's investment, expenses arising from cost of capital, or for loss of use of, or under-utilization of labor, equipment, or facilities. The execution of each CCO, or acceptance of payment by CONTRACTOR shall constitute a full and complete settlement for all claims CONTRACTOR may have against OWNER for any damages and/or increased costs as a result of any delay, acceleration, hindrance, disruption, inefficiency, or other interference related to the CCO, and all previous CCOs. In estimating the effect of changes upon the cost of its Work and Schedule, CONTRACTOR shall ensure that he has properly accounted for all cost and time impacts and shall not later make any claim for reimbursement of impact costs allegedly resulting from the number, nature, or extent of CCOs. CONTRACTOR may not reserve the right to make further claims with regard to any executed CCO. Any attempt by CONTRACTOR to reserve such a

right shall be considered invalid and unenforceable.

19.1.6 All requests for changes in the Work shall be submitted to OWNER and Architect in sufficient detail to allow a complete analysis of all proposed costs. CONTRACTOR shall, upon request by OWNER or Architect, submit invoices for materials and equipment utilized in CCO Work. Labor rates, including fringe benefits, shall be in conformance with the applicable Prevailing Wage Rates for this Project.

19.1.7 CONTRACTOR shall, upon request by OWNER or Architect, submit detailed rationale and justification for labor rates utilized in CCO Work.

19.1.8 CONTRACTOR will not be entitled to a CCO for any Work that reasonably could have or should have been identified as necessary during CONTRACTOR's participation in the design review process as defined in OWNER-CONTRACTOR Pre-Construction Agreement.

19.2 Changes in the Work – Emergency

19.2.1 OWNER will issue written orders to CONTRACTOR for any changes provided that in the event of an emergency which OWNER determines endangers life or property, OWNER may issue oral orders to CONTRACTOR for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

19.2.2 CONTRACTOR shall commence such changed Work so that all the dates set forth in CONTRACTOR's current construction schedule as approved by OWNER will be met, provided that in the event of an emergency which OWNER determines endangers life or property, CONTRACTOR shall commence such change as required by OWNER. Failure to commence any such change in a timely fashion shall entitle OWNER to invoke the provisions of ARTICLE 67.0 – TERMINATION FOR DEFAULT.

19.2.3 If CONTRACTOR intends to assert a proposal for an equitable adjustment under this clause, it must within ten (10) calendar days after receipt of notification of such change, as provided for in Section 19.1, provide written notification of such intent and within a further thirty (30) calendar days, pursuant to ARTICLE 8.0, PRICING OF CHANGES, submit to OWNER a written proposal setting forth the nature, schedule impact, and pricing in sufficient detail to permit thorough analysis and negotiation.

19.2.4 Any delay by CONTRACTOR in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection of the proposal.

19.3 Contract Time Extensions

An extension in the Contract Time for a delay will be allowed only in the case that a full normal working day is lost. Delays will not be allowed for lost partial days or for lost non-working days.

All requests by CONTRACTOR for extensions of the Contract Time due to delays to the Work shall be made in writing to OWNER and Architect within five (5) calendar days after the start of the delay. Each CCO request shall describe in detail the event or events causing the delay, any related causes, and any impact to the Work. Failure to submit such requests within the stipulated time and with the information required by this paragraph shall constitute a waiver by CONTRACTOR of the right to an extension of the Contract Time on the basis of this event or issue.

If CONTRACTOR is delayed at any time in the progress of the Work by any act or neglect of

OWNER or Architect, or by any employee of either, by any separate contractor employed by OWNER, or by circumstances that are agreed to be beyond the control and without the fault of CONTRACTOR and its Subcontractors and suppliers, the Contract Time may be extended by CCO for such reasonable time as OWNER may determine.

CONTRACTOR may be entitled to compensation or damages from OWNER because of justifiable delay caused by OWNER, Architect, or any person working for either of them. OWNER may compensate CONTRACTOR for any damages resulting from any affirmative, willful act in bad faith performed by OWNER or its employees which unreasonably interferes with CONTRACTOR's ability to complete the Work within the Contract Time.

For cumulative delays that total five (5) days, CONTRACTOR may request an additional two (2) days to account for the associated non-working weekend days. Should CONTRACTOR request and be allowed a time extension which causes the Contract Time to end on a non-working day (on a weekend day or a holiday) the nonworking day(s) may be added to the Contract Time such that the Contract Time ends on a working day.

Extensions to the Contract Time will not be allowed for delays that do not affect the critical path for completion of the Work.

Extensions to the Contract Time will not be allowed for delays which could have been or may have been avoided by the exercise of care, prudence, foresight, and/or diligence by CONTRACTOR, or for delays resulting from correction of Work rejected as defective or as failing to conform to the Contract Documents. If the performance of such changes would result in an increase or decrease in the time required for completion of Work as shown on CONTRACTOR's approved construction schedule, CONTRACTOR shall revise the schedule to reflect the increase or decrease and submit such revised schedule to OWNER.

19.4 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 the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. If applicable, CONTRACTOR may then submit claim for contract time extensions and Cost of the Work per this Article.

19.5 Payment for Changes:

It is expressly understood that no payment for change work will be made until the price of the change work has been approved by OWNER. Once approved, the price of the change work shall be added to the schedule of values and when the Work is completed, payment shall be included in CONTRACTOR's next Progress Pay Estimate, all in accordance with ARTICLES 6.0 PAYMENT TERMS AND DEFINITIONS, 7.0 UNIT PRICE WORK, 8.0 PRICING OF CHANGES, 9.0 BACKCHARGES, AND 10.0 PROGRESS PAYMENT APPLICATIONS.

19.6 CONTRACTOR's Certification of Claims:

CONTRACTOR shall provide the following certification signed by an authorized representative of CONTRACTOR with respect to any Claim for adjustment in the Contract Price:

> "I certify that this claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment in the Contract Price for which I believe OWNER is liable; that I understand Nevada law imposes

liability for damages and civil penalties for knowingly presenting or causing to be presented a false claim for payment or approval or knowingly making or using, or causing to be made or used, a false record or statement to obtain payment or approval of a false claim; and that I am duly authorized to certify this claim on behalf of CONTRACTOR."

Except as otherwise provide by law and notwithstanding any other provision contained in the Contract Documents to the contrary, either state or federal courts which are located in Nevada will have exclusive jurisdiction over any dispute, claim or question involving an allegation of a false claim and such dispute, claim or question will not be subject to arbitration.

20.0 PROGRESS

CONTRACTOR shall give OWNER full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, CONTRACTOR's actual progress is inadequate to meet the requirements of the Contract, OWNER may so notify CONTRACTOR who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by OWNER, CONTRACTOR does not improve performance to meet the currently approved contract construction schedule, OWNER may require an increase in CONTRACTOR's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to OWNER. Neither such notice by OWNER nor OWNER's failure to issue such notice shall relieve CONTRACTOR of its obligation to achieve the quality of work and rate of progress required by the Contract.

Failure of CONTRACTOR to comply with the instructions of OWNER may be grounds for determination by OWNER that CONTRACTOR is not prosecuting its work with such diligence as will assure completion within the times specified. Upon such determination, OWNER may terminate CONTRACTOR's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this contract.

21.0 CONSTRUCTION PROGRESS MEETINGS

CONTRACTOR shall, as requested by OWNER, attend any and all meetings required by OWNER to discuss the Work under the Contract. Such meetings shall be conducted by Project Manager and recorded by Architect with minutes of each meeting distributed to OWNER and CONTRACTOR.

21.1 Pre-Construction Conference:

As soon as practicable after award of Contract and prior to commencing any Work, a pre-construction conference will be arranged. The purpose of said conference is to determine procedures related to smooth progress of the project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.

22.0 SUBCONTRACTORS

After submitting the required Subcontractor information to OWNER, CONTRACTOR shall not contract with any other Subcontractor nor change Subcontractors without proper justification and without the prior written approval of OWNER.

CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to CONTRACTOR by the terms of the General Conditions and the other Contract Documents. These provisions shall include, but shall not be limited to, the following:

22.1 Require that the Subcontractor's Work be performed in accordance with the requirements of

the Contract Documents and be guaranteed for a period of one year after the date of Substantial Completion, or as may be required in the Contract Documents.

22.2 Require that the Subcontractor's Work be performed in accordance with CONTRACTOR's construction schedule to ensure completion within the Contract Time.

22.3 Require that all claims by the Subcontractor for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to CONTRACTOR in the time and manner provided in the Contract Documents for like claims by CONTRACTOR upon OWNER

CONTRACTOR shall pay each Subcontractor, within ten (10) calendar days after receipt of payment from OWNER, an amount equal to the percentage of completion allowed to CONTRACTOR on account of each Subcontractor's Work. CONTRACTOR shall also require that each Subcontractor make similar payments to each Sub-subcontractor.

CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of the persons directly employed by them. If, through acts or neglect on the part of CONTRACTOR, any Subcontractor suffers loss or damage, CONTRACTOR agrees to settle with such Subcontractor. If such Subcontractor asserts any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify, hold harmless, and defend OWNER against any such claim.

If CONTRACTOR fails to make appropriate payments to any Subcontractor, workers, or supplier, then OWNER may pay unpaid bills and/or withhold from CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to reimburse OWNER or pay any and all such claims until satisfactory evidence is furnished that all such liabilities have been fully discharged by CONTRACTOR, but in no event shall the provisions of this paragraph be construed to impose any obligations upon OWNER to CONTRACTOR, its Surety, Subcontractors, workers, or suppliers. In paying any unpaid bills of CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR, and any payment so made by OWNER, shall be considered as a payment made under the Contract by OWNER to CONTRACTOR, and OWNER shall not be liable to CONTRACTOR for any such payment made in good faith.

CONTRACTOR shall be responsible for the proper distribution of all insurance recoveries resulting from an insured loss under the Contract.

OWNER may upon request, furnish to any Subcontractor or supplier, information regarding payments to CONTRACTOR on account of Work done by such Subcontractor or supplier.

Neither OWNER nor Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor, worker, or supplier, except as may otherwise be required by law.

23.0 LABOR, PERSONNEL AND WORK RULES

CONTRACTOR shall employ only competent and skilled personnel to perform the Work. CONTRACTOR shall, if requested to do so by OWNER, remove from the Jobsite any personnel of CONTRACTOR whom OWNER determines unfit or acting or working in violation of any provision of this Contract.

CONTRACTOR shall comply with and shall cooperate with OWNER in enforcing Jobsite conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

All CONTRACTOR personnel shall wear a CONTRACTOR company badge when on the Jobsite.

CONTRACTOR and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring, and discrimination, including Chapter 338 of the Nevada Revised Statutes, which is entitled "Public Works and Planning". CONTRACTOR shall ensure that all employees on the Work are paid in accordance with entitled Prevailing Wage Rates as approved by the State Labor Commissioner for Douglas County, Nevada and the minimum Federal Wage Scale as determined by the Secretary of Labor, as displayed in this Contract. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to OWNER.

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

CONTRACTOR shall comply with the provisions of NRS 338.130 – Preferential employment in construction of public works. If the provisions of this Article are not complied with by CONTRACTOR, the Contract is void.

24.0 NEVADA PREVAILING WAGE RATES

OWNER is exempt from prevailing wage rates per 2015 Legislation, SB119 as enrolled affecting 338.080.

25.0 CERTIFIED PAYROLLS

Refer to Article 24.0.

26.0 PERMITS AND FEES

CONTRACTOR shall be responsible for coordination and obtaining of any and all permits paid by OWNER and certificates, required by the relevant regulatory agencies, applicable to constructing and, upon completion, utilization of this facility by OWNER including: Plan Check fee(s), Building Permit(s), Grading Permit(s), Drainage/Flood Control Permit(s), Electrical Permit(s), Mechanical Permit(s), Plumbing Permit(s), Dust Control Permit(s), Fire Protection Permit(s), Water/Sanitation Connection Fee(s), Temporary Occupancy Certificate(s), Permanent Occupancy Certificate, or Security Deposits. Refer to Section 6.2 for Payment.

27.0 TAXES

CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR shall defend, indemnify, and hold OWNER harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

28.0 SITE CONDITIONS

28.1 CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following:

28.1.1 Those affecting transportation, access, disposal, handling and storage of materials.

28.1.2 Availability and quality of labor, water and electric power.

28.1.3 Availability and condition of roads.

28.1.4 Climatic conditions, location of underground utilities, obstructions, obstacles or other materials, physical conditions at the Work sites and the Project area as a whole.

28.1.5 Topography and ground surface conditions.

28.1.6 Subsurface geology, and nature and quantity of surface and subsurface materials to be encountered.

28.1.7 Equipment and facilities needed preliminary to and during performance of the Contract.

28.1.8 All other matters, which can in any way affect performance of the Contract, or the cost associated with such performance.

28.1.9 The failure of CONTRACTOR to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

28.2 All Soils Reports used in the preparation of bid documents are on file at the office of OWNER's Project Manager, 1638 Mono Avenue, Minden, NV 89423, and may be examined by CONTRACTOR. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which CONTRACTOR is entitled to rely as provided in this article has been identified and established, if any, in the Supplementary Conditions. CONTRACTOR is responsible for any interpretation or conclusion CONTRACTOR draws from and "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

29.0 DIFFERING SITE CONDITIONS

CONTRACTOR is completely responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Jobsite, and the character and extent of existing improvements and Work within or adjacent to the Jobsite.

If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Jobsite are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, CONTRACTOR must immediately give written notice of such conditions to OWNER and to Architect before the conditions are disturbed. If after investigation of the conditions, Architect finds that the conditions materially differ, Architect shall, after consultation with OWNER, make such changes in the Contract Documents as it may deem necessary. Any increase or decrease in cost resulting from such changes will be adjusted by Change Order.

Any condition for which an equitable adjustment is sought by CONTRACTOR must be shown by a preponderance of the evidence to pre-date the NTP. No equitable adjustment will be made for differing conditions attributable to weather or acts of God occurring subsequent to the NTP. No equitable adjustment will be made for differing conditions attributable to man if caused by CONTRACTOR or its subcontractors after NTP.

30.0 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

30.1 Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Architect in preparation of the Contract Documents.

30.2 CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, Architect or any of Architect's Consultants with respect to:

30.2.1 The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

30.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

30.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

30.3 CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

30.4 If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and Architect (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with Architect concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

30.5 CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in ARTICLE 13.0 – CONTRACT INTERPRETATION.

30.6 If after receipt of such written a notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in ARTICLE 13.0 – CONTRACT INTERPRETATION. OWNER may have such deleted portion of the Work performed by

OWNER'S own forces or others in accordance with ARTICLE 65 – SEPARATE CONTRACTS.

30.7 To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, Architect, Architect's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this Section 30.7 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

30.8 To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, Architect, Architect's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this Section 30.8 shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

30.9 The provisions of ARTICLES 28.0 AND 29.0 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

31.0 STANDARDS AND CODES

Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply.

In case of conflict among any referenced standards and codes or between any referenced standards and codes and Technical Specifications, ARTICLE 13.0 – CONTRACT INTERPRETATION shall govern.

32.0 CONTRACTOR's FIELD OFFICE (if applicable)

32.1 Upon commencement of the Work, CONTRACTOR shall provide on or near the site a temporary field office for its own use (and for use by OWNER and others as required or appropriate). CONTRACTOR's field office shall contain at a minimum:

32.1.1 Minimum of 240 square feet of floor area and as appropriate to facilitate the required job site meetings, conference seating for 12.

32.1.2 Outside door with security lock.

32.1.3 Minimum of four electrical convenience outlets.

32.1.4 Adequate light fixtures and lamps (as necessary to provide a minimum of 100 foot-candles at the desktop and plan table).

32.1.5 Telephone line and a separate fax line.

32.1.6 Heating, ventilation, and air conditioning provisions as necessary to maintain an indoor temperature of 72°F.

32.1.7 Plan rack.

32.1.8 Plan table (3 feet x 6 feet minimum size).

32.1.9 First aid kit.

32.1.10 Computer data/network connection (with Internet access).

32.1.11 Conference table and chairs as necessary to accommodate the required construction progress meetings.

32.1.12 Copy machine.

32.1.13 Bottled water dispenser.

32.1.14 Additional hard hats for use by OWNER and Architect.

32.2 CONTRACTOR shall pay the cost of all utilities, including telephone and janitorial service, as required for the maintenance of the temporary field office until the completion of the Project.

32.3 The temporary field office shall remain the property of CONTRACTOR, and shall be completely removed at the completion of the Project.

32.4 All costs in connection with meeting all the requirements of this General Condition shall be borne by CONTRACTOR.

33.0 TOILET FACILITIES

CONTRACTOR shall provide and maintain in a clean and sanitary condition in a weatherproof building satisfactory toilet accommodations for all workers and for use by Architect and OWNER. Minimum toilet accommodations shall consist of a frost-proof chemical toilet or water closet with urinal. Temporary or portable toilet accommodations shall be completely removed upon completion of the Project. All costs in connection with meeting all the requirements of this General Condition shall be borne by CONTRACTOR.

34.0 NEVADA OSHES REQUIREMENT

Prior to commencement of construction activities, CONTRACTOR must verify if any project activity meets at least one (1) of the following four (4) criteria described by the Nevada Occupational Safety and Health Enforcement Section (OSHES):

34.1 A new or renovated building or renovated building or structure that has a ground floor which is more than thirty (30) feet above or below ground level;

34.2 A new building or structure which has an initial construction cost of $10,000,000.00 or more;

34.3 A new building or structure which, when completed, will be 50,000 square feet or more; or

34.4 A new building or structure which, when completed, will be more than sixty (60) feet above the ground, excluding any antenna, smokestack, flagpole or similar attachment.

If at least one (1) of the four (4) criteria is met, then CONTRACTOR must give written notice to OSHES in accordance with current Regulations for the Nevada Occupational Safety and Health Enforcement Program, Chapter 618. CONTRACTOR shall develop, maintain and submit all data required by OSHES throughout construction. CONTRACTOR shall forward copies to OWNER of all correspondence and data submitted to and received from OSHES relative to the subject project.

35.0 SAFETY

All costs in connection with meeting all the requirements of this General Condition shall be borne by CONTRACTOR.

35.1 Emergencies

In case of an emergency which threatens loss or damage to property, personal injury, or life safety, CONTRACTOR shall immediately take all feasible actions to prevent or mitigate such loss, damage, injury or death, without awaiting instructions from OWNER or Architect. CONTRACTOR shall notify OWNER and Architect in writing of such emergency at the first feasible opportunity.

The amount of reimbursement claimed by CONTRACTOR on account of any emergency action shall be determined in the manner provided in ARTICLE 19.0 CHANGES for claims.

CONTRACTOR shall maintain a current emergency telephone number list at the job site. The list shall include telephone numbers for CONTRACTOR's superintendent and for other responsible CONTRACTOR representatives that can be contacted after normal working hours in the event of an emergency. This list shall be prominently posted both inside and outside of CONTRACTOR's field office.

35.2 Safety, Sanitary, Medical:

CONTRACTOR shall, at all time, conduct all operations under this Contract in a manner to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. CONTRACTOR shall comply with their written Project Safety and Health Program. CONTRACTOR shall, in accordance with CONTRACTOR's established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously inspect all equipment, materials and work to discover, determine and correct any conditions which might result in any safety risks or damage to any property. CONTRACTOR shall furnish all safety equipment and instructions required for the Work and shall maintain and furnish accident, injury and any other records and reports required by applicable laws and regulations or by OWNER

CONTRACTOR shall promptly and fully comply with and carry out safety, sanitary and medical requirements as prescribed by Federal, State or local laws or regulations, and CONTRACTOR shall take such other measures as may be necessary or required to assure that the safety and health of its employees, subcontractors, OWNER, its representatives and the general public will be safeguarded.

Before starting the Work, CONTRACTOR shall provide a written Safety Program for OWNER's review. Such program shall be subject to approval. Such review shall not relieve CONTRACTOR of its responsibility for safety nor shall such approval be construed as limiting in any manner CONTRACTOR's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site. CONTRACTOR shall promptly comply with any directive from OWNER in connection with safety.

CONTRACTOR shall designate a Safety Officer, acceptable to OWNER.

CONTRACTOR shall hold "New Hire" safety orientations for all its employees and its

Subcontractors' employees to instruct them regarding the requirements of CONTRACTOR's safety and health program. CONTRACTOR shall furnish and cause its Subcontractors to furnish safety equipment to all employees and shall enforce the use of such equipment by the employees.

CONTRACTOR shall maintain all portions of Work in a neat, clean and sanitary condition at all times.

CONTRACTOR shall ensure that all Subcontractors shall, without expense to OWNER, comply with the foregoing.

35.3 Construction Safety Fencing:
Required construction fencing will vary during the various work stages of the project. CONTRACTOR shall remove all temporary construction fencing, to include post concrete encasement, at the completion of the Work.

35.4 Smoking:
Jobsite is to be tobacco free. Smoking, tobacco products, and smokeless cigarettes shall not be permitted or tolerated on Jobsite.

35.5 Fire Prevention:
CONTRACTOR shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Jobsite. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of CONTRACTOR. This includes keeping the Jobsite area clear of all trash at all times.

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

CONTRACTOR shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed and a fire watch shall be provided by CONTRACTOR to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

35.6 Pumping and Drainage:
Surface or sub-surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by OWNER and other public agencies having jurisdiction.

35.7 Permitting and Dust Control for Construction Activities:
CONTRACTOR, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Separate payment will not be made for dust control unless specifically defined as a separate pay item.

If OWNER determines that dust from the Jobsite constitutes a hazard to Jobsite occupants, CONTRACTOR shall take immediate action to reduce the amount of dust to the satisfaction of OWNER. If CONTRACTOR does not respond immediately, OWNER reserves the right to undertake dust control at CONTRACTOR's expense.

CONTRACTOR shall contain all dust caused by interior demolition, modification and improvements and shall not allow encroachment into the existing building. This shall include, but is not limited to, the paint surface preparation requirements, paint overspray, paint fumes, carpet and tile adhesive materials, sealants, concrete and terrazzo add-mixtures, cleaning products, and solvents.

35.8 Illumination:

When any Work is performed at night or where daylight is shut off or obscured, CONTRACTOR shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in compliance with local code, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, and signal wires.

Lighting circuits in buildings and for parking lots and outdoor walkways must be functional at all times, even if this requires temporary wiring (and temporary power source) to be installed by CONTRACTOR as part of the Work.

35.9 Cleaning Up:

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

35.10 Hazard Communication:

CONTRACTOR shall be aware of OSHA Federal Standard 29 CFR 1910.1200, Hazard Communication and 29 CFR 1910.1020(C), Access to Employee Exposure and Medical Records. CONTRACTOR's Safety Program shall address and include all aspects of the preceding OSHA rules, as well as any local or State hazard communication laws.

CONTRACTOR shall furnish to OWNER the MSDS Sheet on any material requiring same, for OWNER review and approval prior to said material being delivered to the site. CONTRACTOR shall specifically follow all the safety requirements listed on the MSDS Sheet.

35.11 Hazardous Materials:

During the course of construction, there may be hazardous materials discovered on the construction site. Such materials can be in the form of asbestos in structures, underground fuel storage units, contaminated soil or other unknown hazardous materials. CONTRACTOR shall immediately notify OWNER of any hazardous materials subsequently found on the site and shall not remove same without the permission of OWNER. OWNER shall be responsible for removal and abatement of any existing hazardous materials. See ARTICLE 30.0 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE.

If the hazardous material and subsequent contamination was caused by CONTRACTOR, CONTRACTOR shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State or Local laws or regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the

satisfaction of, and at no cost to, OWNER.

36.0 REQUESTS FOR INFORMATION

No Work shall be performed by CONTRACTOR without adequate drawings or specifications, or that is in conflict with or contrary to the Contract Documents. CONTRACTOR shall, upon discovering any discrepancy, conflict, or inconsistency in the Contract Documents, immediately submit a Request for Information (RFI) to Architect. Architect, upon receipt of any such request, will promptly investigate the circumstances and give appropriate instructions to CONTRACTOR, but will take such action only after consultation with OWNER. Until such written instructions are given, any Work done by CONTRACTOR, either directly or indirectly relating to such discrepancy, conflict, or inconsistency will be at CONTRACTOR's own risk, and CONTRACTOR shall bear all costs arising therefrom. CONTRACTOR shall maintain a sequential log of all RFIs.

CONTRACTOR shall report immediately to OWNER and Architect any discrepancy, conflict, or inconsistency that CONTRACTOR may discover, or should have discovered, in the Contract Documents. If CONTRACTOR performs any Work contrary to the Contract Documents, CONTRACTOR shall be solely responsible and shall bear all costs attributable thereto.

RFIs shall be limited to one specific issue or group of related issues and shall not address multiple issues. Architect will review and respond to RFIs within five (5) days from the date that the RFI is received by Architect. RFIs shall be issued by CONTRACTOR to Architect in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to the Architect.

37.0 CONTRACTOR-FURNISHED SUBMITTALS AND SAMPLES

Review and permission to proceed by OWNER as stated in this Contract does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by CONTRACTOR and does not relieve CONTRACTOR from full compliance with contractual obligations.

Approval of a Submittal, which changes or modifies a Technical Specification, does not constitute approval of those changes or modifications unless same have been specifically identified and submitted in writing as a deviation from or substitution of the Technical Specification.

37.1 Drawings:

37.1.1 CONTRACTOR shall review, stamp, and submit to the Architect with reasonable promptness and in an orderly sequence so as to cause no delay in the Work, all Submittals and/or shop drawings required by the Contract Documents or subsequently required by the Architect.

37.1.2 CONTRACTOR's schedule shall include reasonable and orderly dates for issuance of all significant Milestones, to allow for reasonable notice and staged delivery of Submittals to the Architect, as required in ARTICLE 18.0 CONSTRUCTION SCHEDULE AND DATA.

37.1.3 CONTRACTOR's Submittals shall provide specific written notice of any deviation from the requirements of the Contract Documents. Failure to specifically identify such deviations shall be adequate grounds for withholding approval of the Submittal or voiding any prior acceptance or approval of the Submittal.

37.1.4 Submittals shall be properly identified as specified, or as the Architect may require.

By approving and issuing Submittals, CONTRACTOR thereby represents that it has determined and has verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and has checked and coordinated each Submittal with the requirements of the Contract Documents.

37.1.5 The Architect will review Submittals within seven (7) days from the date that they are received for conformance with the Contract Documents. The review of a separate item shall not indicate approval of an assembly in which the item functions.

37.1.6 The review and approval of Submittals by the Architect shall not relieve CONTRACTOR from responsibility for errors or omissions in the Submittals.

37.1.7 CONTRACTOR shall correct Submittals as required by the Architect and shall resubmit the required number of corrected copies of Submittals until the Architect indicates that no further re-submittals are required. CONTRACTOR shall identify in writing all revisions made, in addition to identifying the corrections requested by the Architect on previous Submittals.

37.1.8 CONTRACTOR shall furnish required Submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than two Submittals. The Architect will record the time for reviewing subsequent Submittals, Samples or other items requiring approval and CONTRACTOR shall reimburse OWNER for Architect's charges for such time.

37.1.9 The number of Submittals provided and approved shall include one set for use by OWNER.

37.1.10 None of the Work requiring Submittals or shop drawings shall commence until the associated Submittals have been reviewed and approved by the Architect.

37.2 Operations and Maintenance Manuals:

CONTRACTOR shall furnish two (2) original of Operations and Maintenance (O&M) Manuals providing data on and operation and/or maintenance procedures for all incorporated material, equipment and finishes installed under this Contract.

All data to be included in the O&M Manuals shall be included in CONTRACTOR's submittals under this General Condition.

CONTRACTOR shall provide separate volumes for General, Mechanical and Electrical portions of the Work. Each volume shall be a three-inch (3"), three ring binder. The cover and spine of each volume shall be imprinted with name of project, OWNER, description of contents and date. All data shall be indexed as per the index of the Technical Specifications. All pages shall be 8-1/2 x 11 inches except for fold out pages of diagrams and manufacturer's literature. Include manufacturer's supplier's and subcontractor's names, addresses and telephone numbers, model numbers, proportions of mixes, furnish numbers and all pertinent information required for replacement ordering or duplication for each incorporated material, equipment and finishes installed under this Contract.

CONTRACTOR shall submit for approval by OWNER, a sample of the three ring binder, appropriately inscribed, no later than NTP plus ninety (90) days.

Throughout the Contract submittal process, as an incorporated material, equipment or finishes submittal is reviewed and marked as Code 1, CONTRACTOR will place one (1) original of same in the O&M Manual. CONTRACTOR is advised that OWNER may request information from the O&M Manuals or request to review the Manuals during performance of the Contract, so it is imperative that CONTRACTOR develop and maintain the O&M Manuals

from the beginning of the project. Additionally, CONTRACTOR shall furnish two (2) compact disks (CD's) of the O&M Manuals. The O&M Manuals and CD's will be forwarded to OWNER at Substantial Completion of the Contract or portions of the Contract.

Until the O&M Manuals are revised to include all approved Submittals, CONTRACTOR shall perform all maintenance required on all items contained in the O&M Manuals.

37.3 Data:

Data to be submitted and approved shall include, but not be limited to complete descriptions of all materials, fabrications, manufactured items, construction methods and sequences, and system designs, as well as items under the General Conditions, Special Conditions and Compensation Conditions.

38.0 SUBSTITUTIONS

Any request by CONTRACTOR for material substitution of "an equal" item must be received by OWNER within seven (7) days after NTP as provided by Nevada Revised Statute.

Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in OWNER's interest. Replacement parts, maintenance parts and spare parts for all materials and equipment offered as a substitution shall be readily available for delivery to the Reno area within seventy two (72) hours.

The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall provide Submittals, Samples, data and certificates for proposed substitute items as required by ARTICLE 44.0 – CONTRACTOR-FURNISHED SUBMITTALS AND SAMPLES accompanied by a Submittal Substitution Form. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material or method.

Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall bear the expense for any changes in other parts of the Work caused by any substitutions. If OWNER rejects CONTRACTOR's substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category.

39.0 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

39.1 Quality:

CONTRACTOR shall be responsible for ensuring that all the Work is in complete compliance with the Contract Documents and applicable codes, and that all the Work is completed to the highest quality of workmanship.

CONTRACTOR shall develop and implement an appropriate quality assurance/quality control program for the Project. A detailed description of the program shall be furnished to OWNER and Architect for review and acceptance prior to submitting the first progress payment application.

CONTRACTOR shall provide to Project Manager and Architect a schedule of its internal and external consultant, subcontractor and supplier audits that are to be conducted to verify that all aspects of the Work are being conducted in accordance with the Contract requirements.

CONTRACTOR shall provide to Project Manager and Architect a schedule other items pertinent to Quality Control including testing and inspection, equipment and instrument calibration, training, and records retention.

CONTRACTOR shall, at CONTRACTOR's expense, perform all inspections required by the Contract Documents and shall notify OWNER in advance of such inspections to allow OWNER the opportunity to witness such inspections. All materials and equipment furnished and Work performed shall be properly inspected by CONTRACTOR and shall at all times be subject to quality surveillance, observations or quality audit by OWNER. CONTRACTOR shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose OWNER shall be afforded full and free access to the shops, factories or places of business of CONTRACTOR and its Subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work.

CONTRACTOR shall provide full and free access at all times for OWNER to conduct OWNER's own independent inspections and tests and those inspections and tests required in accordance with Douglas County Building Department requirements, and the requirements of any other authority having jurisdiction. Such inspections and tests shall not relieve CONTRACTOR of CONTRACTOR's obligation to conduct all inspections and tests required by the Contract Documents.

If CONTRACTOR covers all or any portion of the Work prior to any quality surveillance or test by OWNER, the cost of any necessary uncovering and replacing shall be borne by CONTRACTOR. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover and require corrective action of defective workmanship, materials, or equipment, nor acceptance of or payment to CONTRACTOR for such Work, materials or equipment shall prejudice the rights of OWNER thereafter to correct or reject the same as hereinafter provided.

39.2 Rejection of Materials or Workmanship:

If any material, equipment or workmanship is determined by OWNER or Architect, either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Contract, OWNER shall notify CONTRACTOR by a written Non-Compliance Report that such material, equipment or Work is rejected and OWNER reserves the right to withhold payment on any such item. Thereupon, CONTRACTOR will, at its own expense, commence corrective Work within five (5) days of the Non-Compliance Report, and remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract. If CONTRACTOR fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, OWNER may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to CONTRACTOR.

CONTRACTOR shall provide in writing to Project Manager and Architect specific steps and procedures that will be performed to rectify non-conformances raised and reported through NCRs. Where Work is related to or dependent on the Defective Work, CONTRACTOR shall

stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to OWNER. Where Work is rejected because of defective material or workmanship, CONTRACTOR shall stop like Work in other areas or locations on the Project until the matter is resolved and OWNER has approved corrective measures.

Should it be considered necessary or advisable by OWNER or Architect at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of CONTRACTOR or Subcontractors, CONTRACTOR shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of CONTRACTOR's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and CONTRACTOR's cost of material and labor necessary for replacement including markup per ARTICLE 8.0 – PRICING OF CHANGES for overhead and profit shall be paid to CONTRACTOR and, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time. Notwithstanding the foregoing, CONTRACTOR shall be responsible for all costs and expenses in removing and replacing the Work if CONTRACTOR had covered the Work prior to any inspection or test contrary to the instructions of OWNER, Architect, or Project Inspector.

OWNER may issue NCRs on CONTRACTOR violations of the General Conditions, Special Conditions, Technical Specifications or Drawings. OWNER reserves the right to backcharge CONTRACTOR for any and all costs OWNER incurrs as a result of an NCR in accordance with ARTICLE 9.0 - BACKCHARGES.

40.0 TESTING BY CONTRACTOR

CONTRACTOR shall, at CONTRACTOR's expense, perform all non-code required tests on all materials, equipment and Work performed as required by the Contract Documents. CONTRACTOR shall notify OWNER in advance of such tests to allow OWNER the opportunity to witness such tests. Evidence that materials and equipment furnished and Work performed have passed the required tests shall be furnished to OWNER, prior to payment of said materials, equipment or Work. Field testing of systems or parts of systems, as called for in the Technical Specifications or on the Drawings, to show compliance with the Contract Documents, shall be performed by CONTRACTOR, with OWNER witnessing said tests. Said tests shall be passed prior to final payment on the systems or parts of systems.

Field testing of systems or parts of systems, as called for in the Technical Specifications or on the Drawings, to show compliance with the Contract Documents, shall be performed by CONTRACTOR, with OWNER witnessing said tests. Said tests shall be passed prior to final payment on the systems or parts of systems.

CONTRACTOR shall forward to OWNER, with each Monthly Progress Pay Estimate, copies of all test results that were conducted in the pay period, which are required by CONTRACTOR's approved Quality Plan. Test results shall be accompanied by a computerized abstract of same, which shall list the Contract number, type of test, exact location from which the sample was obtained or tested, results of the test, date of test, whether the test met the requirements of the Contract and signed by CONTRACTOR's Authorized Representative.

Should tests in addition to those required by the Contract be desired by OWNER, CONTRACTOR will be advised in reasonable time to permit such testing. Such additional tests will be at OWNER's expense except as such additional tests are required due to CONTRACTOR's Work or materials having failed any initial test.

CONTRACTOR acknowledges that OWNER will charge to CONTRACTOR's account any re-tests or re-surveys that are required by the failure of any of CONTRACTOR's materials or Work. The cost of such re-testing or re-surveying shall be computed by taking the cost charged OWNER by the Materials Testing Contractor or the Verification Survey Contractor and adding a twenty-five (25) percent surcharge for OWNER's overhead and OWNER's Project Manager's overhead.

CONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of Work during testing.

CONTRACTOR shall furnish OWNER with certificates of compliance on materials prior to the use of those materials in the Work where required by the Technical Specifications.

CONTRACTOR shall conduct all quality control testing necessary to assure the product is in complete accord with the Contract Documents.

All tests performed under this Contract will utilize the ASTM test designation and procedure. Where other test procedures are required by the Technical Specifications, the equivalent ASTM test procedure will be performed for acceptance testing, unless otherwise directed by OWNER.

All testing shall be conducted in accordance with the ASTM testing procedure that is current at the time of award of the Contract.

41.0 TESTING BY OWNER

OWNER shall, at OWNER's expense, perform all code required tests on all materials, equipment and Work performed as required by the Contract Documents. OWNER shall notify CONTRACTOR in advance of such tests to allow CONTRACTOR the opportunity to witness such tests. Evidence that materials and equipment furnished and Work performed have passed the code required tests shall be furnished to CONTRACTOR.

42.0 AS-BUILT RECORDS

42.1 Drawings:

Progress Records - During construction, CONTRACTOR shall keep a marked-up-to-date set of full size conformed drawings showing as-built conditions on the site as an accurate record of all Work as shown and Work as installed. These drawings shall be available to OWNER for inspection at any time.

As-built drawings include construction/erection drawings such as life-safety system drawings, mechanical shop drawings, etc. These drawings shall accurately reflect the as-built condition and shall be submitted as separate PDF files.

As-built data shall be recorded on the drawings in red pencil or ink. CONTRACTOR shall mark out with a single red line all superseded data and write in all as-built data.

42.2 Specifications:

Progress Records - During construction, CONTRACTOR shall keep a marked-up-to-date set of conformed specifications showing as-built conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to OWNER for inspection at any time.

As-built data shall be recorded on the specifications in red pencil or ink. CONTRACTOR shall mark out with a single red line all superseded data and write in all as-built data.

42.3 Changes:
CONTRACTOR shall add to the Drawings and Specifications all information contained in Answers to Questions, Contract Clarifications, Contract Changes, and approved revised or amended Technical Submittals.

42.4 Final Submittal:
CONTRACTOR shall, at its expense, before Final Payment, furnish to OWNER all progress record drawings and specifications, duly certified in writing, as being correct and accurate.

43.0 OWNER-FURNISHED DRAWINGS AND TECHNICAL SPECIFICATIONS

This is a performance contract and the Drawings and Technical Specifications furnished or referenced are intended to provide CONTRACTOR with sufficient information to establish the final location of all equipment and material and the required Work to provide a fully operational system in accordance to the Drawings and Technical Specifications. Such Drawings, when used in connection with the Technical Specifications, contain information required for the preparation of detail drawings by CONTRACTOR.

CONTRACTOR shall, immediately upon receipt thereof, check all Drawings and Technical Specifications furnished and shall promptly notify OWNER of any errors, omissions, or discrepancies discovered in such drawings.

CONTRACTOR will be furnished, at no cost, one (1) print of the full sized set of drawings, one (1) print of the half sized set of drawings, and two (2) sets of the balance of the Contract Documents. In addition, CONTRACTOR will be furnished one (1) compact disk (CD) of the conformed Contract Documents.

44.0 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

Only new items of recent manufacture, of designated but in no event less than standard quality, free from defects, will be permitted on the Work. Rejected items shall be removed immediately from the Work and replaced with items of quality specified. Failure by OWNER to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality and character of items used or from any other obligation under the Contract.

CONTRACTOR shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for CONTRACTOR's negligence to foresee means of installing equipment into position inside structures.

No Work defective in construction or quality or deficient in any requirement of the drawings and specifications will be acceptable regardless of OWNER's failure to discover or to point out defects or deficiencies during construction; nor will the presence of inspectors on the Work relieve CONTRACTOR from responsibility for securing the quality and progress of Work as required by the Contract. OWNER shall notify CONTRACTOR of defective or unacceptable Work as soon as OWNER discovers such defective Work. Defective Work revealed within the time required by warranties shall be remedied in accordance with the ARTICLE 60.0 WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

CONTRACTOR shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require.

CONTRACTOR shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, CONTRACTOR shall notify OWNER immediately of recommended substitute(s) to permit OWNER's selection of a suitable substitute.

Replacement parts, maintenance parts and spare parts for all materials and equipment supplied by CONTRACTOR under this contract shall be readily available for delivery to the Reno area within seventy-two (72) hours. Any conflict with the Material Specifications and Contractor-furnished materials, equipment and workmanship should be submitted to the Project Manager in written form within forty-eight (48) hours of discovery.

OWNER will exercise sole authority for determining conformance of materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by CONTRACTOR for incorporation into the Work will be by OWNER. This function by OWNER will apply both to approvals for the Contract as initially signed, and to approvals for changes to contract by modifications during progress of the Work.

Reference to manufacturers' names, brands and model number is to establish the type and quality desired; substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.

When materials, equipment, or systems are specified by performance only, without reference to specific manufacturers, brands or models, CONTRACTOR shall submit its own choice for OWNER's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

45.0 LINES AND GRADES

Survey control points as shown on the drawings will be established by OWNER.

CONTRACTOR shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines, and grades specified or shown on the drawings, subject to such modifications as OWNER may require as Work progresses.

If CONTRACTOR or any of its subcontractors or any of its representatives or employees move or destroy or render inaccurate any survey control point, other than required by the Contract Documents, those survey control points shall be replaced at CONTRACTOR's expense.

No separate payment will be made for survey work unless identified as a specific line item on the Bid Price Form.

46.0 ACCESS TO WORK AREAS

OWNER, and its duly Authorized Representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements, have access to such areas and the premises used by CONTRACTOR. CONTRACTOR shall also arrange for OWNER, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

47.0 CONTRACTOR INGRESS AND EGRESS

CONTRACTOR's access to the Work area will be permitted only through approaches, which will be designated by OWNER, and then only in such manner that CONTRACTOR's traffic will not interfere with OWNER's operations. CONTRACTOR shall, at all times, maintain controlled ingress and egress at the site. CONTRACTOR shall maintain unrestricted access to the Jobsite for access by emergency vehicles. CONTRACTOR personnel are not to enter into any areas of the Jobsite other than Work areas and areas of designated access.

48.0 DELIVERY, UNLOADING AND STORAGE

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

49.0 CONTRACTOR's WORK AREA

All CONTRACTOR's Work areas on the Jobsite will be assigned by OWNER. CONTRACTOR shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, CONTRACTOR shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of CONTRACTOR may be reached at all times during normal working hours.

Because movement to and from a Work area is limited, CONTRACTOR shall have in the Work area all equipment it determines necessary, as well as a first aid station, drinking water facilities, radio communications, restroom facilities and any other items to support CONTRACTOR's activities.

Should CONTRACTOR find it necessary or advantageous to use any additional land outside the project site for any purpose whatever, CONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional land.

50.0 CONTRACTOR's PLANT, EQUIPMENT AND FACILITIES

CONTRACTOR shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract.

Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, CONTRACTOR shall furnish OWNER with such information and drawings relative to such equipment, plant and facilities as OWNER may request. Upon written order of OWNER, CONTRACTOR shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify the unsatisfactory items to meet OWNER approval or remove the unsatisfactory items from the site.

CONTRACTOR shall not remove construction plant or equipment from the site before the Work is finally accepted without OWNER's written approval. Such approval shall not be unreasonably withheld.

51.0 RESPONSIBILITY FOR WORK SECURITY

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

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

CONTRACTOR shall be responsible to obtain from OWNER copies of applicable school site security regulations, and shall comply with said regulations for the Jobsite and all applicable laws and regulations. Any costs associated with appropriate badging of personnel shall be borne solely by CONTRACTOR.

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

52.0 PROTECTION OF WORK IN PROGRESS, MATERIALS, EQUIPMENT AND PROPERTY

CONTRACTOR shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from CONTRACTOR's responsibility is any loss or damage, which results from the sole active negligence of OWNER or its representatives.

Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to OWNER in proper, whole and unblemished condition.

52.1 Protection of Existing Property:

CONTRACTOR shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by CONTRACTOR's operations, CONTRACTOR shall, at its expense, make such repairs and provide such temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to OWNER.

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

CONTRACTOR shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of this Contract. CONTRACTOR shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by CONTRACTOR.

53.0 PROJECT SITE PROTECTION

CONTRACTOR shall be responsible for repairs to any wall, floor or ceiling surface within the existing Building(s) that is damaged by CONTRACTOR's construction operations. The required repairs shall be made in accordance with relevant construction specifications or Douglas County Standard Specifications, whichever is the more stringent, and in a manner satisfactory to OWNER. OWNER

will be sole judge as to whether or not any areas have been damaged by CONTRACTOR and which specification is applicable.

If, in the opinion of OWNER, CONTRACTOR damages OWNER'S property and CONTRACTOR fails to take corrective action within five (5) days after receiving written notice of same, OWNER reserves the right to correct the violation. The cost of such correction shall be to the account of CONTRACTOR.

54.0 DISPOSAL OF MATERIAL OUTSIDE JOBSITE PROPERTY

CONTRACTOR shall make its own arrangements for disposal of materials outside the project and shall pay all costs involved.

CONTRACTOR shall remove all excavated material immediately from the Jobsite. No stockpiling of excavated materials shall be allowed at the project site. Materials resulting from demolition and from all excavations shall be removed immediately from Jobsite and hauled to an approved landfill.

When any material is to be disposed of outside the Jobsite property, CONTRACTOR shall first obtain a written permit from the property owner on whose property the disposal is to be made and it shall file in writing with OWNER said permit or the certified copy thereof together with a written release from the property owner absolving OWNER of any and all responsibility in connection with the disposal of material on said property.

When material is disposed of as above provided and the disposal location is visible from the project, CONTRACTOR shall dispose of the material in a neat and uniform manner to the satisfaction of OWNER.

Full compensation for all costs involved in disposing of material as specified in this Article, including all costs of hauling, shall be considered as included in the price paid for the Contract items of Work involving such material and no additional compensation will be allowed therefore.

No material that is to be disposed of outside the Jobsite property shall be stockpiled on OWNER's property longer than seven (7) days, unless otherwise approved by OWNER.

55.0 PROJECT SIGNS, PUBLICITY AND ADVERTISING

With the exception of the right reserved by OWNER to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, CONTRACTOR shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising device, without prior written approval of OWNER.

CONTRACTOR shall not make any announcement or release any information concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from OWNER.

56.0 UTILITIES

56.1 Temporary Utilities:

CONTRACTOR shall be solely responsible for providing all necessary temporary utilities. CONTRACTOR shall pay all costs related thereto, including, but not limited to, applications, fees, permits, engineering, and any other costs as may be required to acquire temporary utilities. OWNER will not be responsible for any delays or costs related to obtaining temporary utilities.

CONTRACTOR shall be responsible for procuring site/public utilities for CONTRACTOR's field office, staging area and construction operations. CONTRACTOR shall make

arrangements with the applicable Utility Companies to provide services and CONTRACTOR shall bear all costs associated with procuring, maintaining and removing said utilities. CONTRACTOR shall also bear all time and usage utility charges for CONTRACTOR's field office, staging area and construction operations.

Temporary utilities may be connected to OWNER's existing metered utilities only with OWNER's and utility company's written authorization. Any connection to OWNER's existing utilities shall be separately metered to allow for proper allocation of utility costs, unless another arrangement is specifically agreed to and authorized by OWNER in writing.

Prior to final acceptance of the Work, CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary facilities for construction utilities and that upon removal and disposal of all temporary facilities, CONTRACTOR shall restore OWNER'S property to OWNER'S satisfaction.

56.2 Interruption of Existing Utility Services:

If CONTRACTOR needs to interrupt any existing services, such as, but not limited to electrical power, existing security hardware signals, telephone, water main, sanitary sewer, storm sewer, etc., CONTRACTOR shall notify OWNER, in writing, not less than three (3) full business days (a business day is defined as Monday through Friday, excluding holidays) prior to the planned interruption. OWNER will review such request, coordinate same and reply to CONTRACTOR, in writing, prior to the planned interruption time. CONTRACTOR shall not proceed with any planned utility interruption without written permission to do so from OWNER.

CONTRACTOR shall use the latest technology for locating embedded utilities prior to commencing with saw cutting, drilling or coring operations. CONTRACTOR shall perform the Work for the new plumbing, HVAC, electrical and control systems tie-ins or interruptions to existing facility services between the hours of 10:00 p.m. and 07:00 a.m.

In the event of any accidental interruption of any utility service, CONTRACTOR shall immediately undertake the following:

56.2.1 Make every possible effort to immediately restore the disrupted utility, even if on a temporary basis.

56.2.2 Call Project Manager immediately and report and describe the incident.

56.2.3 Execute a Report of Utility Interruption within twenty four (24) hours of the incident and forward the executed report to the Project Manager.

In the event of an accidental utility interruption, after completing the Report of Utility Interruption, CONTRACTOR shall submit to OWNER a proposed permanent repair plan, which, upon execution, will restore the damaged utility to like new in every way. Once the repair plan is approved by OWNER, CONTRACTOR shall proceed with a permanent repair of the interruption.

56.3 Transition:

CONTRACTOR shall be solely responsible for providing temporary heating, cooling, and/or ventilation as required to prevent degradation or damage to the Work. The permanent heating, cooling, and air handling systems shall not be utilized for the purpose of temporary heating, cooling, or ventilation until OWNER approves of such use in writing. In no case shall the permanent heating, cooling, or air handling systems be operated until they are complete, including formal start-up, check-out, and testing and balancing. Utilization of any of the permanent heating, cooling, or air handling systems prior to Substantial Completion shall not

impact the specified warranty for such equipment which shall begin on the date of Substantial Completion in accordance with ARTICLE 60.0 WARRANTY.

57.0 COMMERCIAL ACTIVITES

CONTRACTOR shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by OWNER. CONTRACTOR shall not allow its employees to engage in any commercial activities on the site.

58.0 USE OF COMPLETED PORTIONS OF WORK

Whenever, as determined by OWNER, any portion of the Work performed by CONTRACTOR is in a condition suitable for use, OWNER may initiate a Certificate of Substantial Completion for that portion and take possession of or use such portion.

Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve CONTRACTOR of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided, that CONTRACTOR shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, CONTRACTOR shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

No failure by OWNER to insist upon the strict performance of any provision of this Contract or to exercise any right or remedy consequent upon a breach by CONTRACTOR thereof, and no acceptance of all or any part of the Work or other action by OWNER preventing the continuance of any such breach shall constitute a waiver of any such breach or any subsequent breach of such provision.

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

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

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

59.0 CONTRACT CLOSEOUT

59.1 Substantial Completion

59.1.1 When CONTRACTOR determines that the Work is complete in accordance with the Contract Documents, as modified by any contract changes, and OWNER accepts the Work as being substantially complete, CONTRACTOR shall submit a Certificate of Substantial Completion for OWNER review and acceptance after the following criteria have been met:

59.1.1.1 If applicable, CONTRACTOR has obtained a Certificate of Occupancy with no restrictions thereon,

59.1.1.2 If applicable, Work requiring a building permit has been inspected and accepted by the issuing body,

59.1.1.3 All Work shown on the Contract Documents and changes thereto, have been completed.

59.1.2 If, in the opinion of OWNER, the above conditions have been met, OWNER shall approve and return the Certificate of Substantial Completion to CONTRACTOR. At the same time, OWNER and Architect will prepare and issue to CONTRACTOR, a Punch List of items to be corrected. Refer to Section 59.2 for Punch List performance requirements.

59.1.3 Failure to include any item on the Punch List will not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents.

59.1.4 Subsequent to receipt of the Certificate of Substantial Completion, CONTRACTOR shall provide the following items to OWNER, prior to issuance of the Notice of Final Completion (refer to Section 59.3) unless otherwise amended by OWNER.

59.1.4.1 Final Operations and Maintenance Manuals.

59.1.4.2 All warranty and guaranty formats.

59.1.4.3 Certified As-Built records.

59.1.4.4 All Non-Compliance Reports, whether open or closed.

59.1.4.5 All approved Submittals.

59.1.4.6 All CONTRACTOR Certified Payrolls as received and approved.

59.1.4.7 Open CCRs requiring CONTRACTOR action.

59.1.4.8 General Conditions, Attachment "A" (*if applicable*; refer to ARTICLE 73.0 BIDDER PREFERENCE).

59.1.4.9 All known CONTRACTOR claims; quantified as to context and cost.

59.1.4.10 Any additional data required by the Contract.

59.1.5 CONTRACTOR shall be allowed ninety (90) calendar days after receipt of the Certificate of Substantial Completion to reconcile all outstanding items as listed above. OWNER reserves the right to impose any charges attributable to additional administration of the Contract beyond the ninety (90) day period.

59.2 Punch List:

CONTRACTOR shall notify OWNER in writing when all the items on the Punch List have been corrected. OWNER is obligated only to re-inspect the items on the Punch List one time. OWNER reserves the right to charge CONTRACTOR for the cost of subsequent re-inspection(s).

CONTRACTOR has thirty (30) calendar days, from the date of receipt of a Punch List, in which to correct the items listed on same. After the thirty (30) day period has expired, OWNER reserves the right to have other parties complete the correction of uncorrected items, chargeable to CONTRACTOR's account.

The Punch List shall be attached to the Certificate of Substantial Completion for CONTRACTOR completion.

59.3 Notice of Final Completion:

When CONTRACTOR considers the Work fully completed, it shall submit written notice to OWNER and Architect confirming that all the items listed in Sections 59.1 and 59.2 have been completed and the documents listed below have been received and accepted, OWNER will execute a Notice of Final Completion.

59.3.1 A written notice that all conditions of the Contract have been concluded.

59.3.2 A final billing for the Contract including release of retention.

The Notice of Final Completion will be executed after Architect and OWNER perform a final inspection of the Work. If the Work is found to be incomplete or defective, CONTRACTOR will be notified in writing and provided with a list of observed deficiencies. OWNER may withhold such payment as deemed appropriate to ensure the correction of the deficiencies. Should CONTRACTOR fail to promptly correct the deficiencies noted in the final punch list, OWNER may, upon seven (7) days written notice to CONTRACTOR, hire another contractor to correct such deficiencies, notify CONTRACTOR's Surety, and/or otherwise complete or correct the listed deficiencies, at CONTRACTOR's expense.,

When the Work and provisions of the Contract Documents are fully and satisfactorily completed, OWNER will pay to CONTRACTOR a final payment consisting of the remaining unpaid balance of the Contract Sum due CONTRACTOR.

Upon receipt of final payment, CONTRACTOR shall be deemed to have released of all claims against OWNER arising under or by virtue of this Contract.

59.4 Commencement of Warranties and Guarantees

All warranties and guarantees and other applicable requirements designated in the Contract shall commence on the date of Final Completion, unless noted otherwise, except that OWNER, upon written request from CONTRACTOR, may approve earlier commencement dates for systems or equipment.

60.0 WARRANTY

Defective design issues are not covered under this Article and OWNER is responsible for all costs associated with defective design that can be documented and justified. CONTRACTOR should immediately document such issues and issue notification to OWNER under ARTICLE 19.0 CHANGES.

However, should CONTRACTOR perform WORK contrary to the Contract Documents and without a CCD or CCO per ARTICLE 19.0 CHANGES, the WORK shall be deemed an unauthorized redesign and shall be at CONTRACTOR's risk and expense.

Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. CONTRACTOR warrants all equipment, materials, and labor furnished or performed under this Contract against defects in materials and workmanship

(unless furnished by OWNER), for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract or in the manufacturer's standard warranty, in which case the longer periods of time shall prevail) from and after Final Completion, unless noted otherwise, under the Contract, regardless of whether the same were furnished or performed by CONTRACTOR or by any of its Subcontractors. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to unauthorized re-design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by CONTRACTOR at a time acceptable to OWNER.

CONTRACTOR shall perform such tests as OWNER may require to verify that any unauthorized redesign, repairs and replacements comply with the requirements of the Contract Documents. All costs incidental to such unauthorized redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne by CONTRACTOR.

Where such redesigned, repaired or replaced Work is performed less than one year from the end of the warranty period, CONTRACTOR warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Where such redesigned, repaired or replaced Work is performed more than one year from the end of the warranty period, CONTRACTOR warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship from and after the date of acceptance thereof until completion of the warranty period.

Should CONTRACTOR fail to promptly make the necessary redesign, repair, replacement and tests, OWNER may perform or cause to be performed the same at CONTRACTOR's expense. CONTRACTOR and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

61.0 EXAMINATION OF CONTRACTOR's RECORDS

Both parties agree that OWNER shall, until the expiration of six (6) years after final payment under this contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract, and to make excerpts and transcriptions thereof.

62.0 SURVIVABILITY

The terms and conditions of this Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of this Contract, will survive the expiration or termination of this Contract howsoever caused.

63.0 OWNERSHIP AND USE OF DOCUMENTS

Any drawings, reports, studies, photographs, negatives, or other documents prepared by CONTRACTOR in the performance of its obligations under this Contract shall be the exclusive property of OWNER and all such materials shall be remitted to OWNER 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 the performance of CONTRACTOR's obligations under this Contract, without the prior written consent of OWNER.

Copies of the Contract Documents which are reasonably necessary for the proper execution, progress, and satisfactory completion of the Work shall be provided to CONTRACTOR by OWNER. Copies so furnished are not to be used by CONTRACTOR on any other project, and with the exception of one set for CONTRACTOR's records, are to be returned to OWNER at the completion or termination of the Work.

64.0 COOPERATION WITH OTHERS

OWNER and other contractors and subcontractors may be working at the site during the performance of this Contract, and CONTRACTOR's Work may be interfered with as a result of such concurrent activities. CONTRACTOR shall fully cooperate with OWNER and other contractors to avoid any delay or hindrance of their work. OWNER may require that certain facilities be used concurrently by CONTRACTOR and other persons and CONTRACTOR shall comply with such requirements.

Any costs caused by defective or ill-timed work of others shall be borne by CONTRACTOR unless CONTRACTOR gives written notice to OWNER if reasonably possible prior to proceeding with the works. CONTRACTOR shall notify OWNER of any latent defect within seven (7) days of its discovery.

65.0 SEPARATE CONTRACTS

OWNER reserves the right to award other separate contracts in connection with other portions of the Project.

CONTRACTOR shall afford OWNER's separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly interface and coordinate CONTRACTOR's Work with theirs.

If any part of CONTRACTOR's Work depends on the proper execution of the work of any separate contractor, CONTRACTOR shall inspect and promptly report to OWNER and Architect in writing any discrepancies or defects in such other work. Failure of CONTRACTOR to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive its Work, except as to defects which may develop in the other separate contractor's Work after the execution of CONTRACTOR's Work.

CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to fit it to receive or be received by the work of other contractors as indicated in, or reasonably implied by, the Contract Documents. CONTRACTOR shall not endanger or alter the work of any other contractor.

Should CONTRACTOR cause damage to the Work or property of any separate contractor on the Project, CONTRACTOR shall, upon written notice, settle with the other contractor. If the separate contractor makes any kind of a claim, legal or otherwise, against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR who, at its sole expense, shall defend the proceedings and pay all costs in connection therewith, including, but not limited to, all court costs and attorney fees, and any judgments against OWNER arising therefrom.

If a dispute arises between CONTRACTOR and a separate contractor as to their responsibility for any costs or damages to the Project, OWNER may assign and charge such costs or damages to CONTRACTOR and/or the separate contractor as OWNER, in its sole discretion, determines to be appropriate.

66.0 TERMINATION BY CONTRACTOR

CONTRACTOR may, upon seven (7) days written notice, terminate the Contract after the Work is stopped for a period of sixty (60) consecutive days through no act or fault of CONTRACTOR, or of a Subcontractor, or their employees or agents, or due to issuance of a court order or other order from a public authority having jurisdiction.

If CONTRACTOR terminates the Contract under the terms of the previous paragraph, it may recover from OWNER payment for Work completed and approved, including reasonable overhead and profit earned through the date of termination. CONTRACTOR will not be entitled to overhead and profit on any unperformed Work.

67.0 TERMINATION FOR DEFAULT

67.1 Notwithstanding any other provisions of the Contract, CONTRACTOR shall be considered in default of its contractual obligations under the Contract if it:

67.1.1 Performs Work which fails to conform to the requirements of the Contract;

67.1.2 Fails to make progress so as to endanger performance of the Contract;

67.1.3 Abandons or refuses to proceed with any of the Work, including modifications directed pursuant to ARTICLE 19.0 CHANGES;

67.1.4 Fails to fulfill or comply with any of the terms of the Contract;

67.1.5 Engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with CONTRACTOR's obligations under the Contract; or if

67.1.6 CONTRACTOR becomes insolvent or makes a general assignment for the benefit of creditors or reasonable grounds for insecurity arise with respect to CONTRACTOR's performance.

67.2 Upon the occurrence of any of the foregoing, OWNER shall notify CONTRACTOR in writing of the nature of the failure and of OWNER's intention to terminate the Contract for default. If CONTRACTOR does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if safety is involved, or fails to provide satisfactory evidence that correction of such default has commenced and will be corrected within a reasonable time, OWNER may, by written notice to CONTRACTOR and without notice to CONTRACTOR's sureties, if any, terminate in whole or in part CONTRACTOR's right to proceed with the Work and OWNER may prosecute the Work to completion by contract or by any other method deemed expedient. OWNER may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property of any kind furnished by CONTRACTOR and necessary to complete the Work.

67.3 CONTRACTOR and its sureties, if any, shall be liable for all costs in excess of the Contract price for such terminated Work reasonably and necessarily incurred in the completion of the Work, including, but not limited to, cost of administration, orders contracts, or subcontracts awarded to others for completion.

67.4 Upon termination for default, CONTRACTOR shall:

67.4.1 Immediately discontinue work on the date and to the extent specified in the notice and place no further orders or subcontracts to the extent that they relate to the performance of the terminated Work;

67.4.2 Inventory, maintain and turn over to OWNER all data, designs, licenses, equipment, materials, plant, tools, and property furnished by CONTRACTOR or provided by OWNER for performance of the terminated Work. This includes all warranties and guarantees required by ARTICLE 60.0 WARRANTY.

67.4.3 Promptly make every reasonable effort to obtain cancellation terms satisfactory to OWNER of all orders and subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements as directed by OWNER;

67.4.4 Cooperate with OWNER in the transfer of information and the disposition of Work in

progress so as to mitigate damages;

67.4.5 Comply with other reasonable requests from OWNER regarding the terminated Work; and

67.4.6 If applicable, continue to perform in accordance with all of the terms and conditions of this Contract such portion of the Work that is not terminated.

67.5 If, after termination pursuant to this clause, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to ARTICLE 68.0 – OPTIONAL TERMINATION.

67.6 The rights and remedies of OWNER provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

68.0 OPTIONAL TERMINATION

68.1 OWNER may, at its option, terminate for its convenience any of the Work under the Contract in whole or, from time to time, in part, at any time by written notice thereof to CONTRACTOR. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of any such notice, CONTRACTOR shall, unless the notice requires otherwise:

68.1.1 Immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of the Work under the Contract that is not terminated;

68.1.2 Promptly obtain assignment or cancellation upon terms satisfactory to OWNER of all orders and subcontracts to the extent they relate to the performance of the Work terminated or assign to OWNER those orders and subcontracts and revoke agreements specified in such notice;

68.1.3 Assist OWNER, as specifically requested in writing, in the maintenance, protection and disposition of Work in progress, plant, tools, equipment, property and materials acquired by CONTRACTOR or furnished by OWNER under the Contract; and

68.1.4 If applicable, complete performance of any Work that is not terminated.

68.2 Upon any such termination, CONTRACTOR shall waive any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of CONTRACTOR, OWNER shall pay CONTRACTOR in accordance with the following provisions, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination:

68.2.1 All Contract amounts due and not previously paid to CONTRACTOR for Work completed in accordance with the Contract prior to such notice

68.2.2 All reasonable costs for Work thereafter performed as specified in such notice.

68.2.3 Reasonable administrative costs of settling and paying claims arising out of the termination of Work under orders or subcontracts as provided in Section 68.1.2 above.

68.2.4 The verifiable costs incurred pursuant to Section 68.1.3 above.

68.2.5 Overhead and profit on Items 2 through 4 of this Section 68.2 per Section 8.3.

68.3 CONTRACTOR shall submit within thirty (30) days after receipt of notice of optional termination, a proposal for an adjustment to the Contract price including all incurred costs described herein. OWNER shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

68.4 The rights and remedies of OWNER provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

69.0 SUSPENSION

69.1 OWNER may, at its sole option, decide to suspend at any time, from time to time, the performance of all or any portion of the Work to be performed under the Contract. CONTRACTOR will be notified of such decision by OWNER in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the Jobsite. During the period of suspension, CONTRACTOR shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

69.2 Upon receipt of any such notice, CONTRACTOR shall, unless the notice requires otherwise:

69.2.1 Immediately discontinue work on the date and to the extent specified in the notice;

69.2.2 Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

69.2.3 Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;

69.2.4 Continue to protect and maintain the Work including those portions on which work has been suspended; and

69.2.5 Take any other reasonable steps to minimize costs associated with such suspension.

69.3 As full compensation for such suspension CONTRACTOR will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

69.3.1 A standby charge to be paid to CONTRACTOR during the period of suspension of Work which standby charge shall be sufficient to compensate CONTRACTOR for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;

69.3.2 All reasonable and documented costs associated with mobilization and demobilization of CONTRACTOR's plant, forces and equipment;

69.3.3 An equitable amount to reimburse CONTRACTOR for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and

69.3.4 If, as a result of any such suspension of Work, the cost to CONTRACTOR of subsequently performing work is increased or decreased, an equitable adjustment

will be made in the cost of performing the remaining portion of Work.

69.4 Upon receipt of notice to resume suspended Work, CONTRACTOR shall immediately resume performance of the suspended Work to the extent required in the notice.

69.5 If CONTRACTOR intends to assert a claim for equitable adjustment under this clause it must, pursuant to ARTICLE 19.0 – CHANGES, and within ten (10) calendar days after receipt of notice to resume work, submit the required written notification of claim and within twenty (20) calendar days thereafter its written proposal setting forth the impact of such suspension.

69.6 No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any CONTRACTOR's non-compliance with requirements of this Contract.

70.0 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within seven (7) days after the first knowledge of such injury or damage, and shall be resolved pursuance to Sections 13.5 through 13.7.

Any costs to OWNER caused by defective or ill-timed Work performed by CONTRACTOR shall be paid by CONTRACTOR.

71.0 NOTICES

Any notices provided for hereunder shall be in writing and may be served either personally on the Authorized Representative of the receiving party at the job site or by registered mail to that party at the addresses shown below:

OWNER: Douglas County School District
1638 Mono Avenue
Minden, NV 89423

Authorized Representative – Scott McCullough, Project Manager

CONTRACTOR: NAME AND ADDRESS

These addresses may be changed by either of the parties by written notice to the other.

OWNER and any person or entity designated by OWNER has the authority to represent OWNER for the purposes of compliance under NRS 338.525 and NRS 338.535.

72.0 CONTRACTOR CORRESPONDENCE

All CONTRACTOR correspondence to OWNER pertaining to this Contract shall be numbered sequentially, grouped by letter or letter of transmittal, commencing with the Number 001, signed by CONTRACTOR's Authorized Representative. Any correspondence not so numbered or so signed by the Authorized Representative shall be returned to CONTRACTOR and shall not be recognized as Contract correspondence and shall not be considered to be notice to OWNER of anything and shall not require OWNER to take action or to respond. Any documents being transmitted electronically

need to be PDF searchable text.

All CONTRACTOR correspondence to OWNER shall be transmitted through OWNER specified system.

73.0 BIDDER PREFERENCE (Remove if not applicable)

73.1 If CONTRACTOR submitted with its bid a signed and notarized Certificate of Eligibility as require by NRS 338.147, and the Affidavit of Compliance per NRS 338.0017, CONTRACTOR agrees that for the duration of the project:

73.1.1 At least 50% of all workers hold a valid driver's license or identification card issued by the Department of Motor Vehicles;

73.1.2 All vehicles used primarily for the Work will be registered in the State of Nevada, or registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles (DMV) pursuant to NRS 706.826;

73.1.3 At least 50% of all design professionals working on the public work hold a valid driver's license or identification card issued by the Department of Motor Vehicles;

73.1.4 At least 25% of all suppliers used for the public work are located in this state, unless otherwise provided by law; and

73.1.5 CONTRACTOR shall maintain and make available for inspection, within the State, CONTRACTOR'S records concerning payroll relating to the public work

73.2 No later than July 10 of each year, or upon project close-out, whichever occurs first, CONTRACTOR will provide to OWNER a completed Attachment "A" that describes how it has met the requirements of this Article for the period July 1 through June 30 or applicable portion thereof.

73.3 Failure to comply with the requirements of this Article is a material breach of the contract and OWNER may recover, by civil action against the party responsible for the failure, liquidated damages in the amount of one (1) percent of the cost of the largest contract to which it is a party.

The right to recover liquidated damages by OWNER may be enforced directly against the party that causes the material breach. No other party to the contract is liable to OWNER for liquidated damages.

73.4 A person or entity who believes that CONTRACTOR that obtained a preference in bidding by submitting with its Bid a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a written objection with OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that CONTRACTOR has failed to comply.

If OWNER receives a written objection from a person or entity that a CONTRACTOR who submitted an Affidavit with its Bid has failed to comply with a requirement certified in the Affidavit, OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, OWNER shall dismiss the objection. If he OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if OWNER on its own initiative determines that the required proof or substantiating evidence exists, OWNER shall determine whether CONTRACTOR

has failed to comply with a requirement certified in the Affidavit of CONTRACTOR. If OWNER determines that CONTRACTOR has failed to comply with a requirement certified in his Affidavit, OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of 1 percent of the largest contract to which CONTRACTOR is a party.



A3 Photo of Existing Conditions
12" = 1'-0"

Project Notes

1. Coordinate construction operations, schedule and sequencing with DCSD Project manager an Douglas High School staff.
2. The Overall Architectural Site Plan is for reference only. Refer to enlarged plans and detail drawings for additional information. Report any discrepancies found between the drawings and field conciliations to the Architect prior to execution of work.
3. The Contractor shall be responsible for setting the exact limits of demolition required in order to perform the work.
4. The Contractor shall maintain a clean environment during all construction operations and shall conduct a final cleaning of entire area of work at the conclusion of the project.
5. The Contractor shall protect existing finishes from construction traffic, cutting and all construction activities.
6. The Contractor will be responsible for repairing any damage to the existing landscaping and hardscapes due to construction activities related to this project.
7. Contractor to verify all material quantities and field measurements at pre-bid walk or make arrangements with DCSD Project Manager to schedule a time to visit the site.

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PAUL A. CAVIN REGISTERED 6284 9/3/2025 ARCHITECT STATE OF NEVADA

consultant

project

Douglas County School District
Douglas High School Fencing
PWP-DO-2026-017

Douglas High School
1670 NV-88
Minden, Nevada 89423

revisions

No.	Description	Date
1	Addendum 1	7/30/25

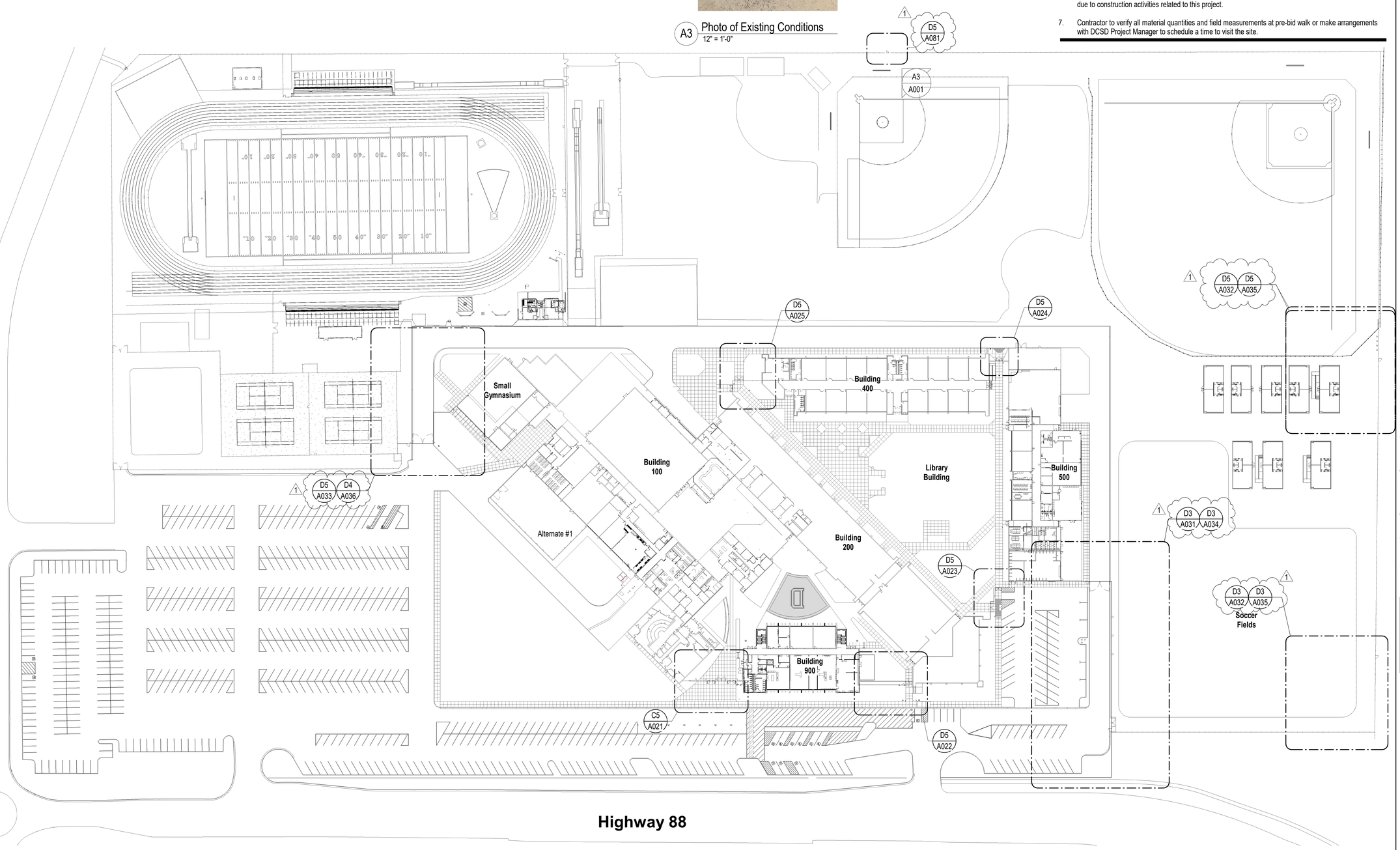
drawn by	JAP
reviewed by	PAC
date	04.24.24
project number	24007

drawing name

Overall Architectural Site Plan

sheet number

A001

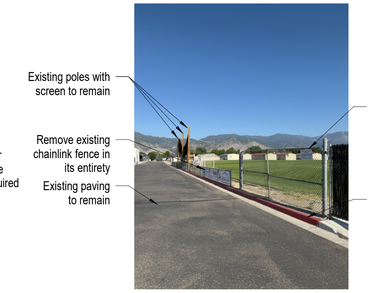


D5 Overall Architectural Site Plan
1/64" = 1'-0"

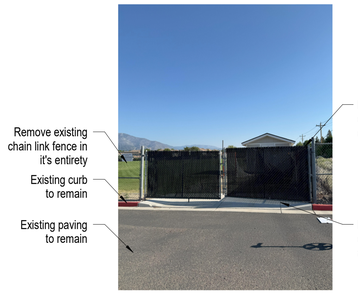
North



A5 Photo of Existing Conditions
12" = 1'-0"



A4 Photo of Existing Conditions
12" = 1'-0"



B5 Photo of Existing Conditions
12" = 1'-0"



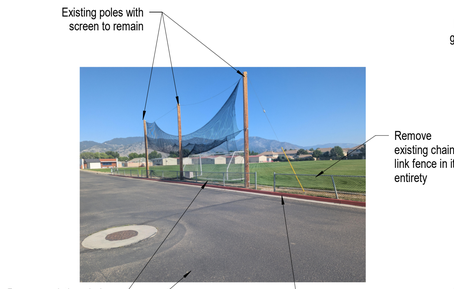
B4 Photo of Existing Conditions
12" = 1'-0"



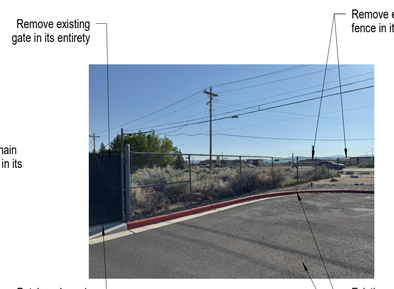
C5 Photo of Existing Conditions
12" = 1'-0"



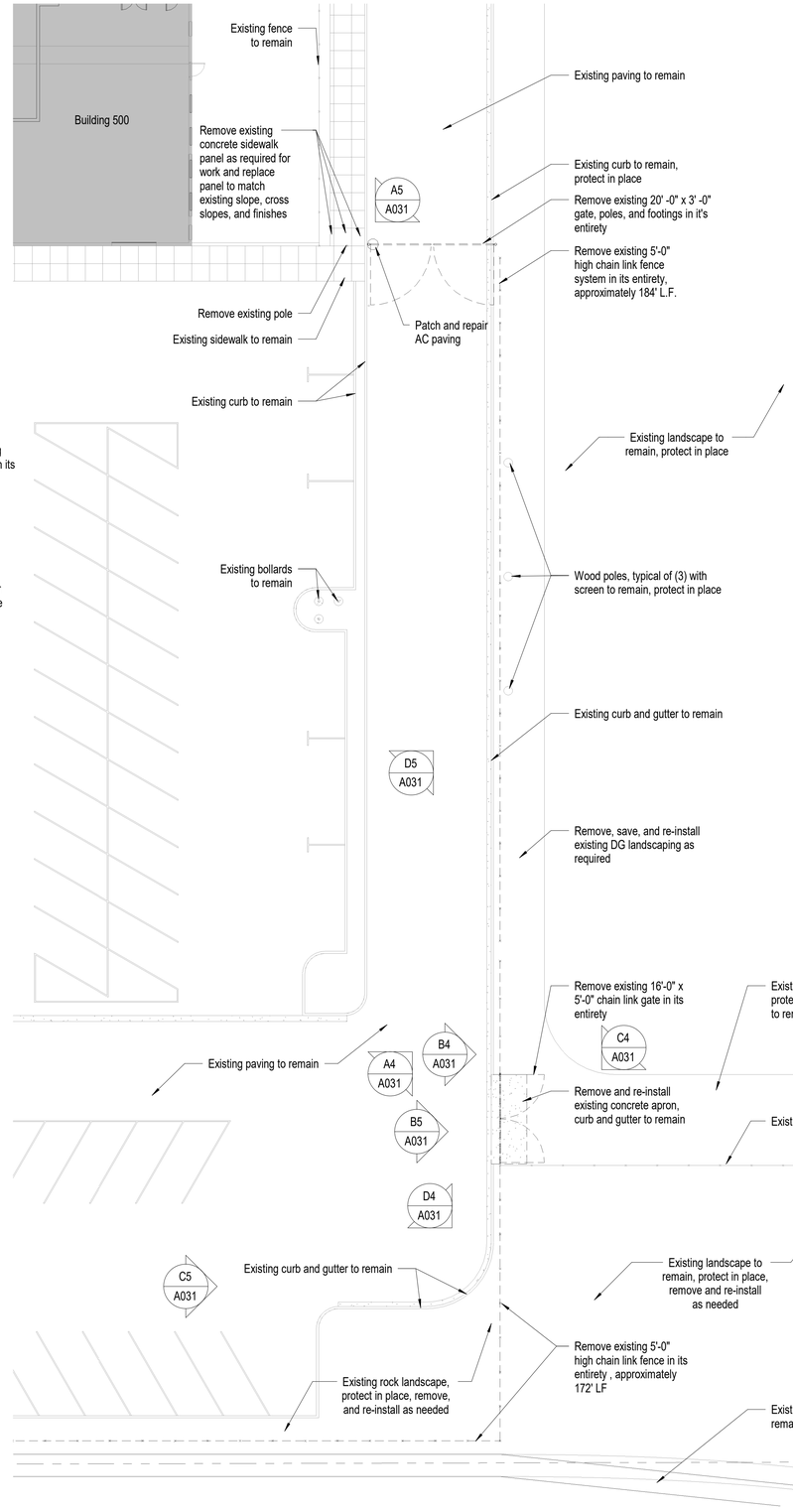
C4 Photo of Existing Conditions
12" = 1'-0"



D5 Photo of Existing Conditions
12" = 1'-0"



D4 Photo of Existing Conditions
12" = 1'-0"



D3 Enlarged Demolition Site Plan - Soccer Field
1/16" = 1'-0"

North

Site Plan Notes

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Demolition Legend

- Wall, material or component to be removed
- Existing masonry wall to remain

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STATE OF NEVADA

consultant

project

Douglas County School District
Douglas High School Fencing
PWP-DO-2026-017

Douglas High School
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Minden, Nevada 89423

revisions

No.	Description	Date
1	Addendum 1	7/30/25

drawn by	JAP
reviewed by	PAC
date	04.24.24
project number	24007

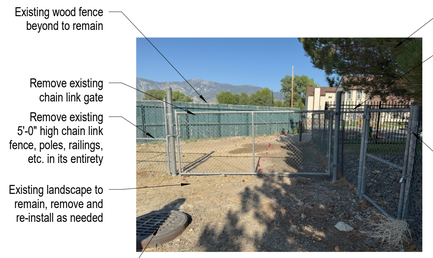
drawing name

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Enlarged Demolition Site Plan - Soccer Field Fencing

sheet number

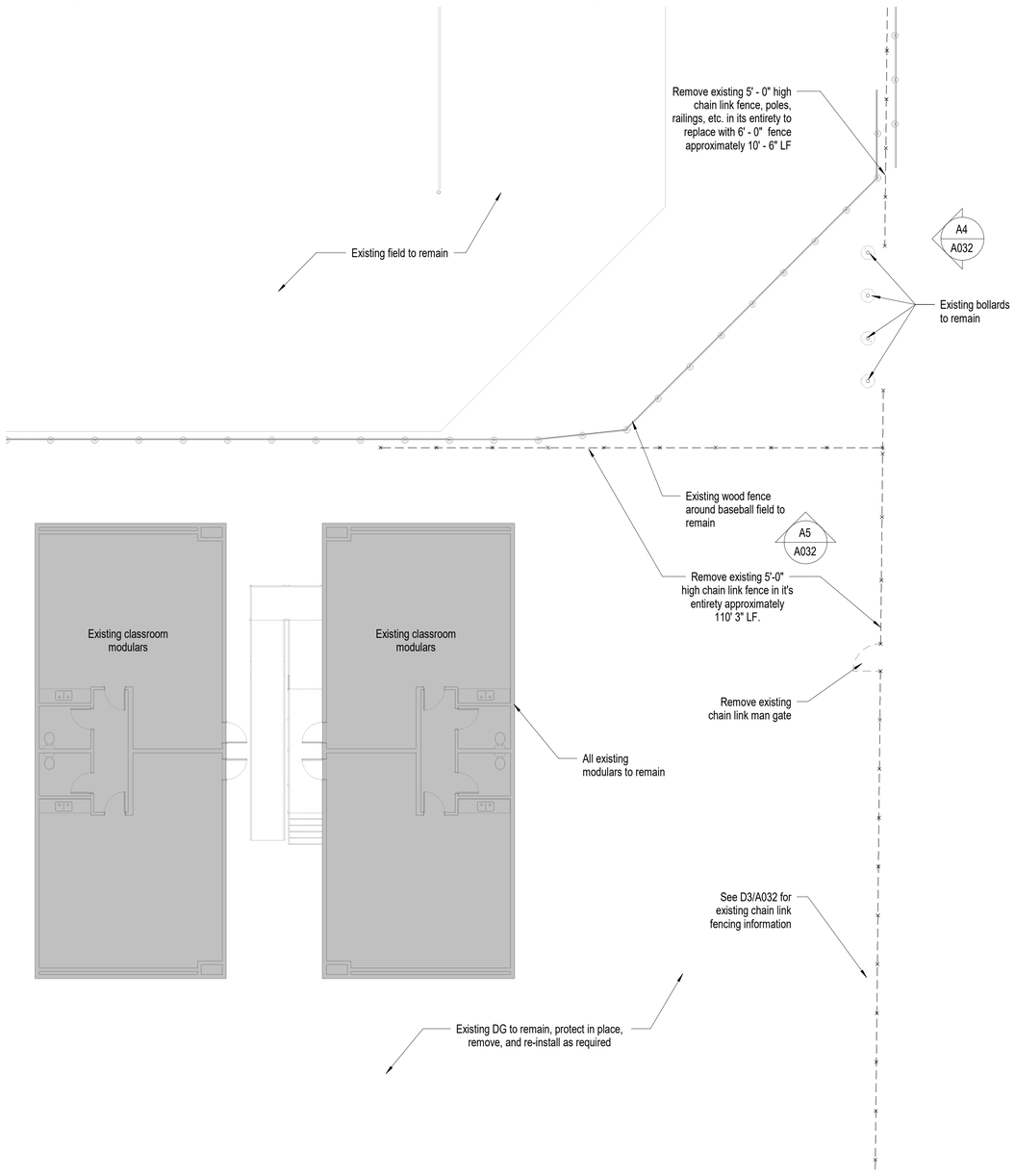
A031



A5 Photo of Existing Conditions
12" = 1'-0"



A4 Photo of Existing Conditions
12" = 1'-0"



D5 Enlarged Demolition Site Plan - Baseball Feild
1" = 10'-0"

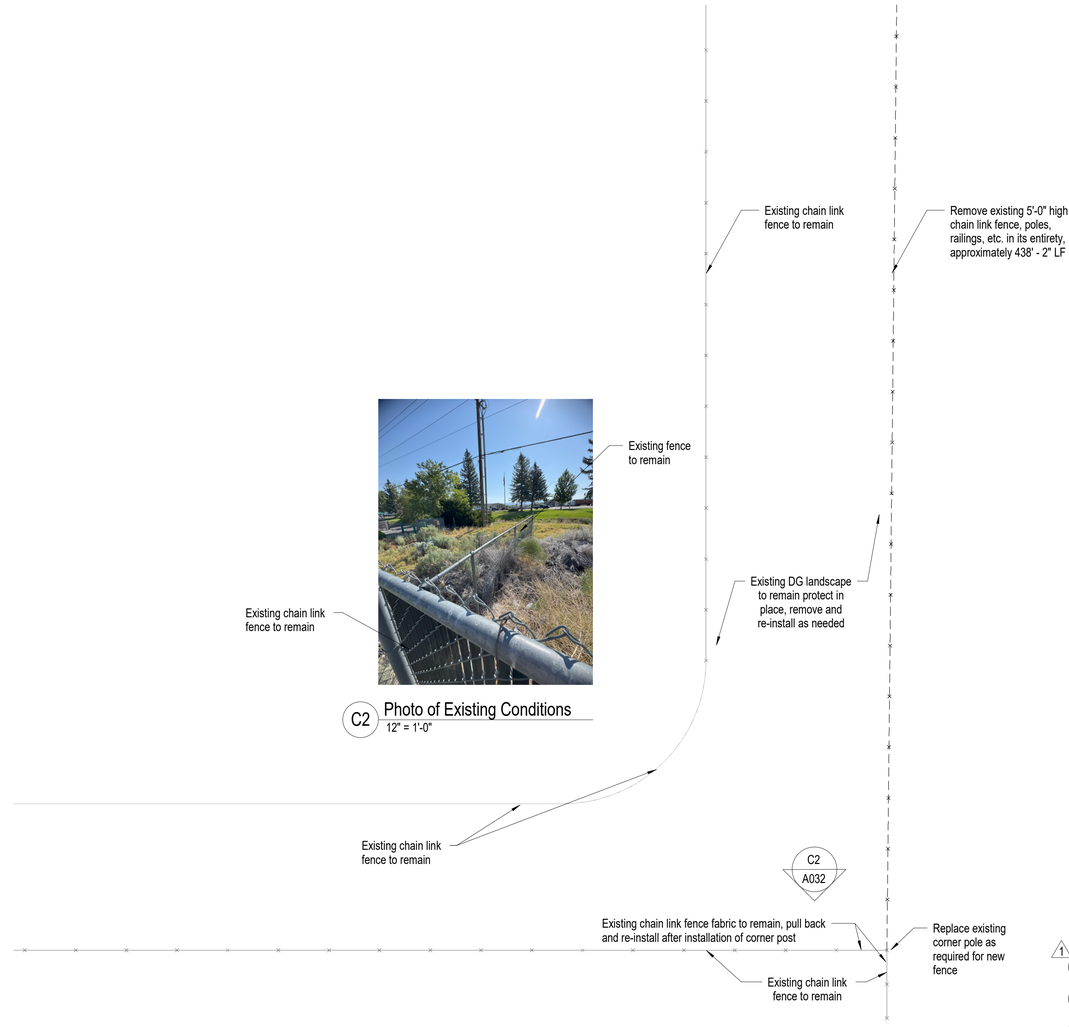
North

Site Plan Notes

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Demolition Legend

- Wall, material or component to be removed
- Existing masonry wall to remain



C2 Photo of Existing Conditions
12" = 1'-0"

D3 Enlarged Demolition Site Plan - Soccer Field -East
1" = 10'-0"

North

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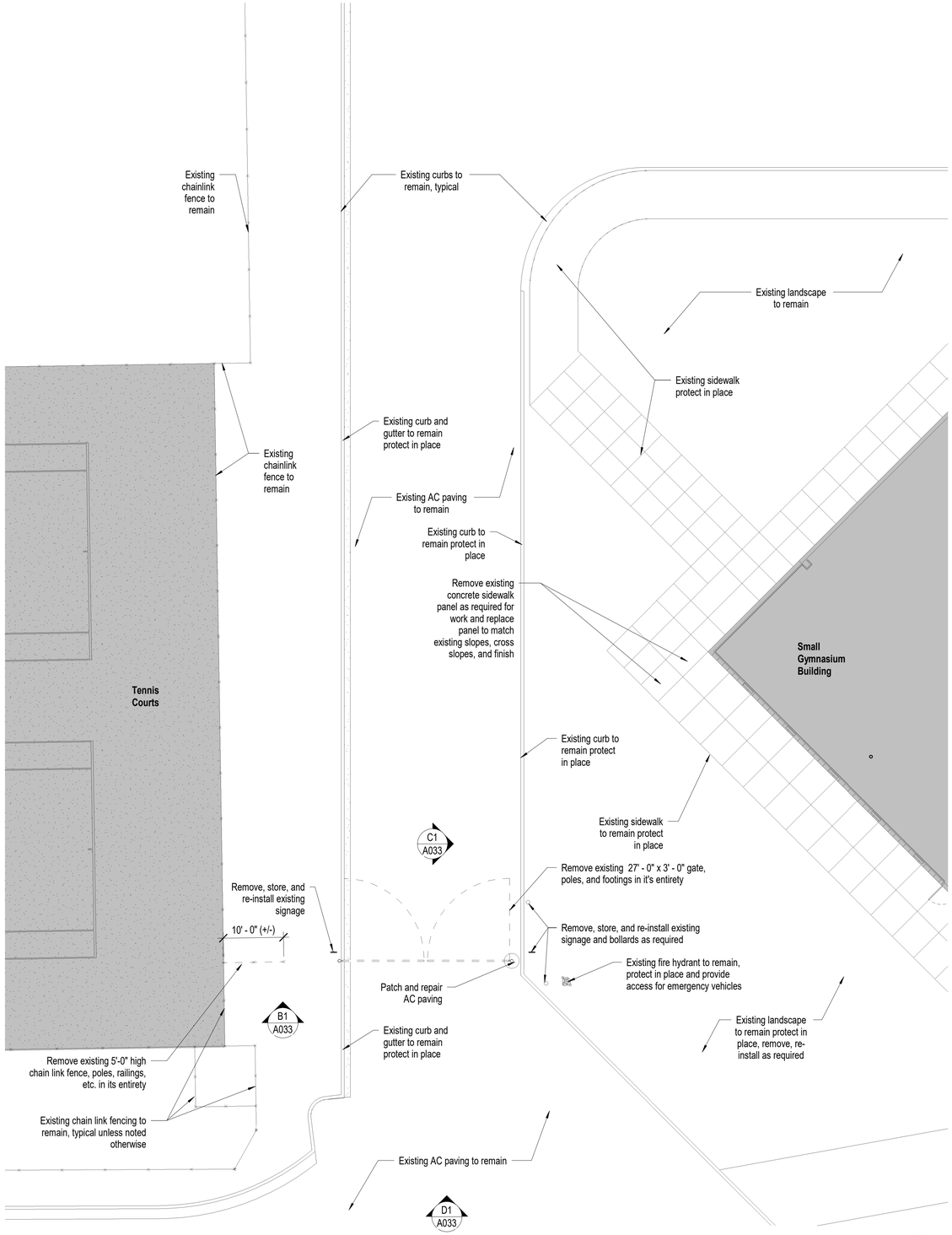
No.	Description	Date
1	Addendum 1	7/30/25

drawn by	JAP
reviewed by	PAC
date	04.24.24
project number	24007
drawing name	1

Enlarged Demolition Site Plan - Soccer Field - East

sheet number

A032



D5 Enlarged Demolition Site Plan - Tennis Court
1" = 10'-0"

Site Plan Notes

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Demolition Legend

Wall, material or component to be removed

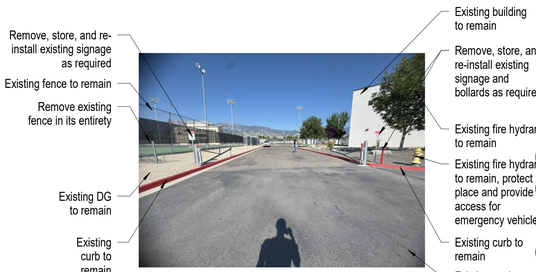
Existing masonry wall to remain



B1 Photo of Existing Conditions
12" = 1'-0"



C1 Photo of Existing Conditions
12" = 1'-0"



D1 Photo of Existing Conditions
12" = 1'-0"

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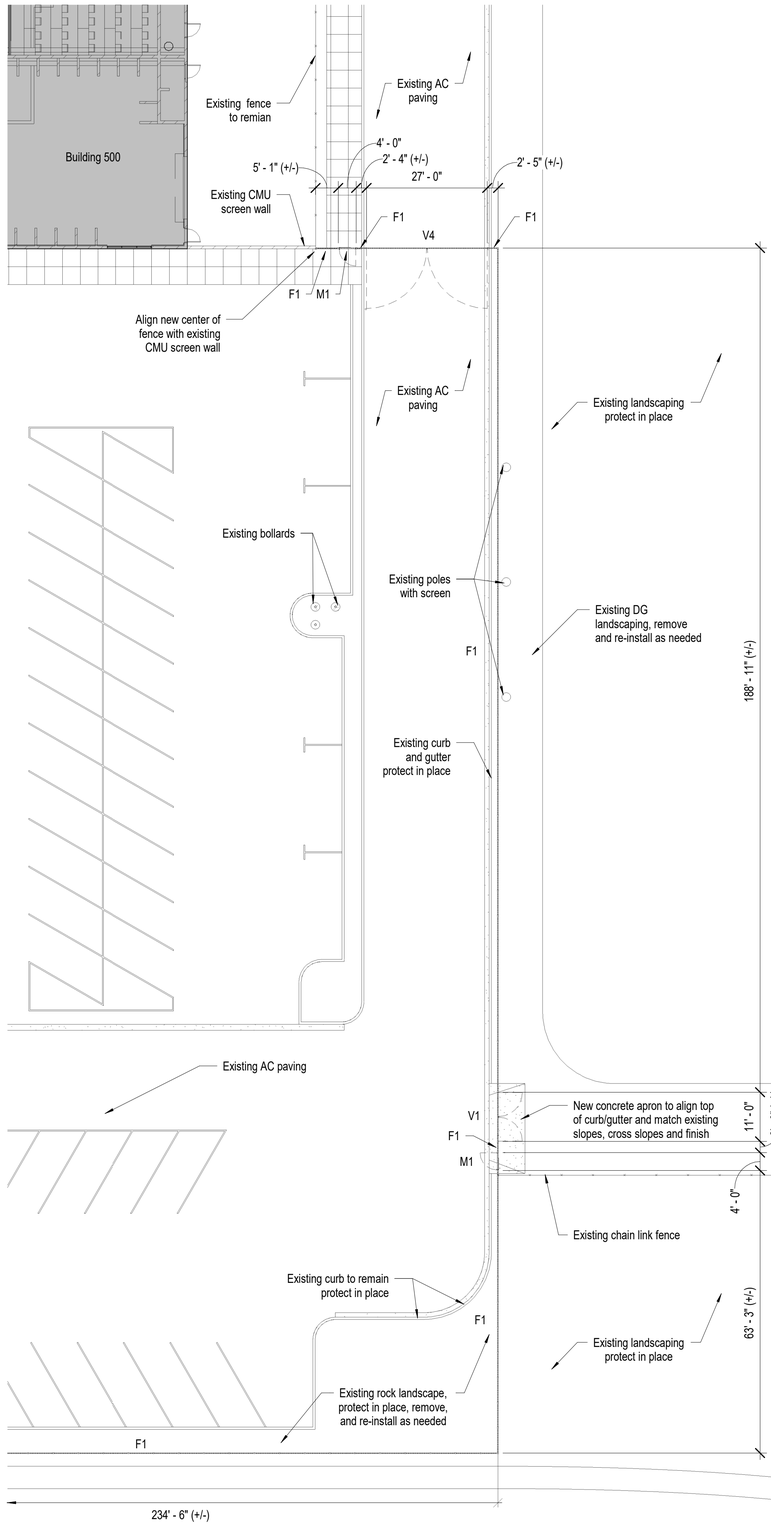
drawn by	JAP
reviewed by	PAC
date	04.24.24
project number	24007

drawing name

Enlarged Demolition Site Plan - Tennis Court Fencing

sheet number

A033



D3 Enlarged Alteration Site Plan - Soccer Field
1/16" = 1'-0"

Site Plan Notes

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Site Plan Legend

F1	New 7'-0" high galvanized welded ornamental steel fence, black to match existing fence, see Plans and Detail D3/A081.
F2	New 7'-0" high galvanized welded ornamental steel fence gate infill, see Plans and Detail D3/A081.
F3	New 6'-0" high chain link fence, see Plans and Detail C5/A081.
M1	New 42" wide man gate with panic device hardware. Provide master key in Knox Box, see Plans and Detail C4/A081.
M2	New 42" wide man gate with panic device hardware and electric strike connected to video call station system. Provide master key in Knox Box, see Plans, Telecom drawings and Detail C4/A081.
M3	New 42" wide chain link man gate with panic device hardware. Provide master key in Knox Box, see Plans and Detail A5/A081.
V1	New 11'-0" wide double-swing vehicle gate with Knox Pad Lock, see Plans and Detail D4/A081.
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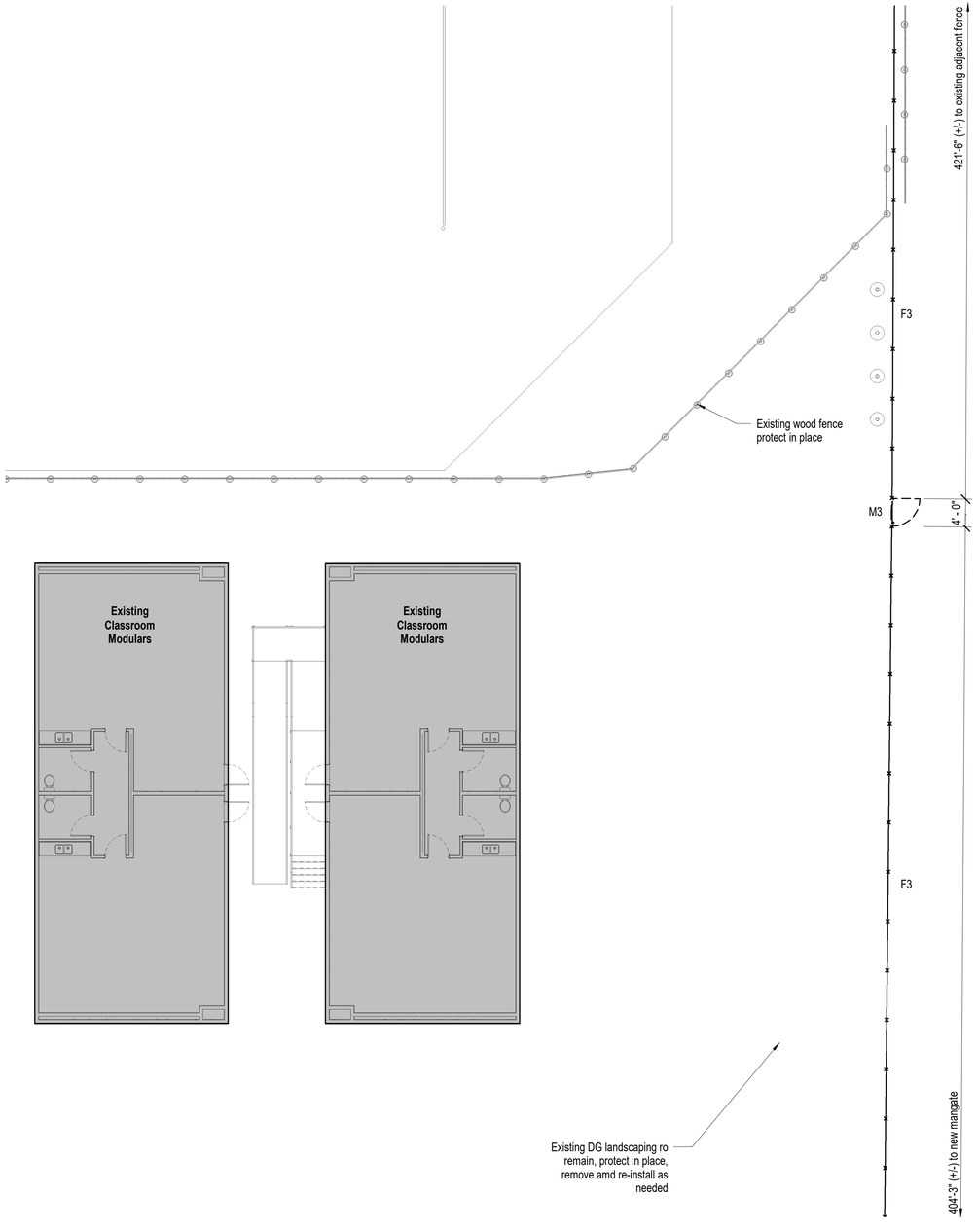
drawn by	JAP
reviewed by	PAC
date	04.24.24
project number	24007

drawing name

Enlarged Alteration Site Plan and Elevations - Soccer Field Fencing

sheet number

A034



D5 Enlarged Alteration Site Plan - Baseball Field
1" = 10'-0"

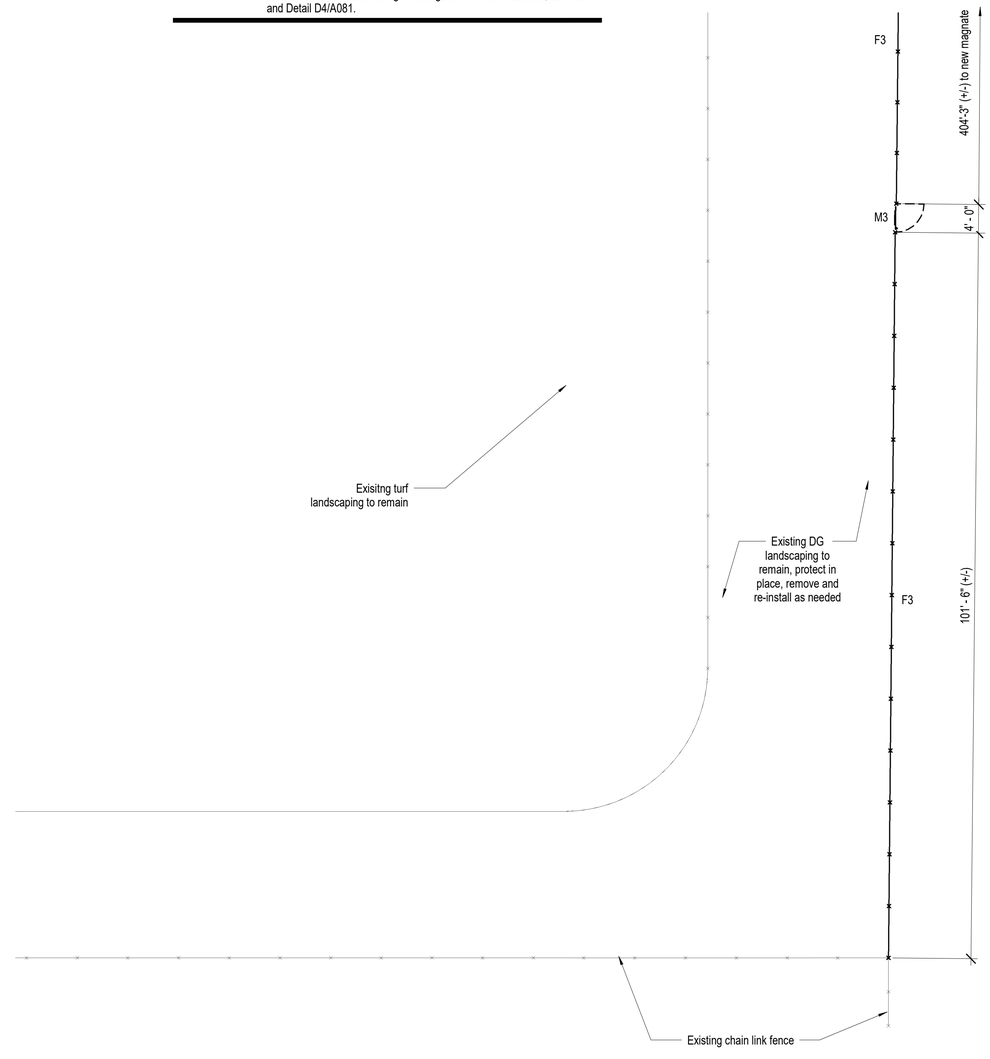
North

Site Plan Legend

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Site Plan Notes

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D3 Enlarged Alteration Site Plan - Soccer Field - East
1" = 10'-0"

North

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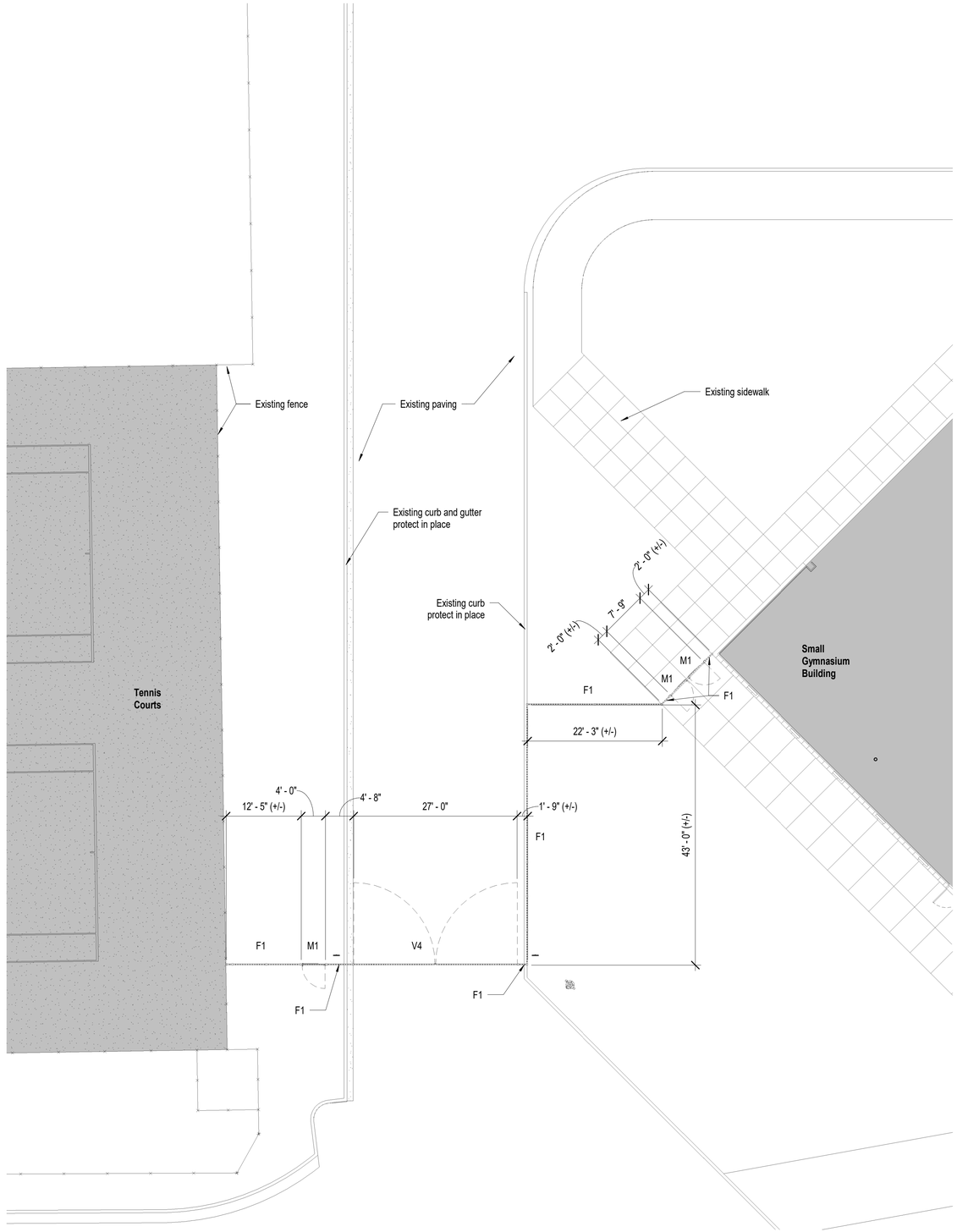
drawn by	JAP
reviewed by	PAC
date	04.24.24
project number	24007
drawing name	

Enlarged Alteration Site Plan - Baseball Field

1

sheet number

A035



D4 Enlarged Alteration Site Plan - Tennis Court
1" = 10'-0"

North

Site Plan Notes

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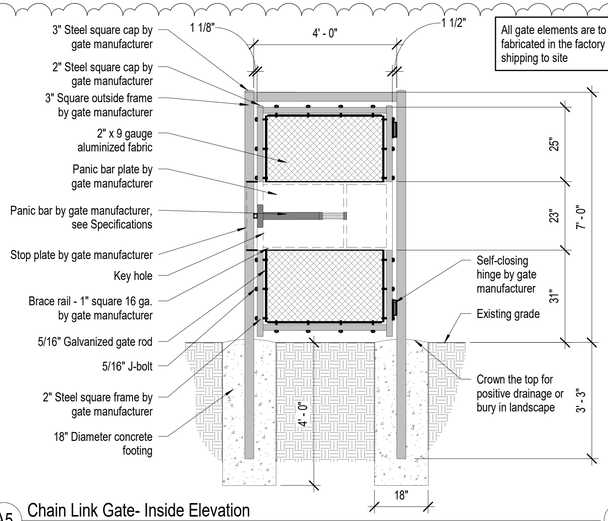
drawing name

Enlarged Alteration Site Plan - Tennis Court Fencing

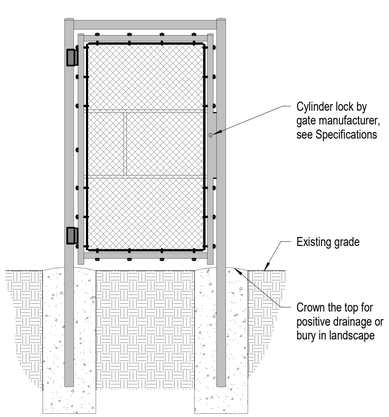
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sheet number

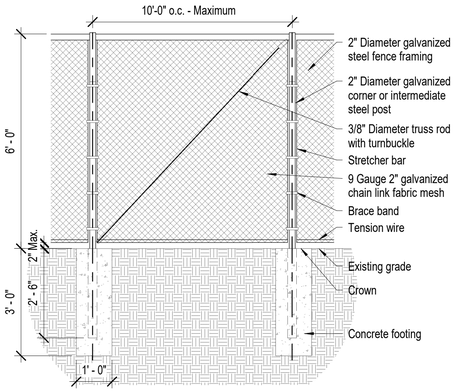
A036



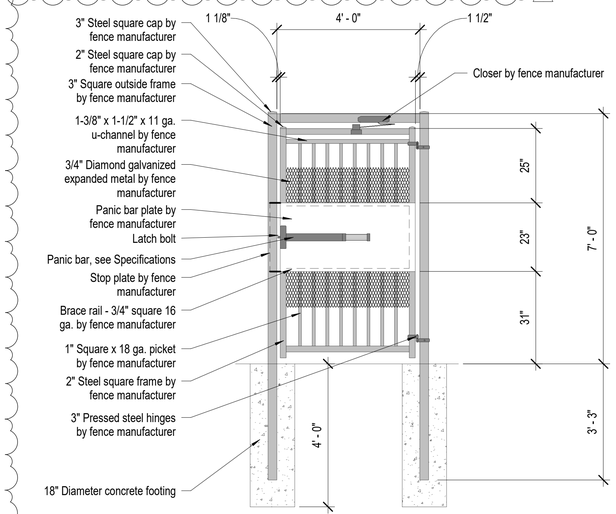
A5 Chain Link Gate- Inside Elevation
1/2" = 1'-0"



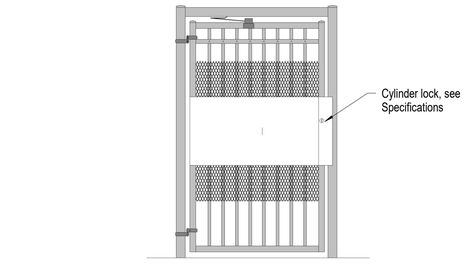
A4 Chain Link Gate- Outside Elevation
1/2" = 1'-0"



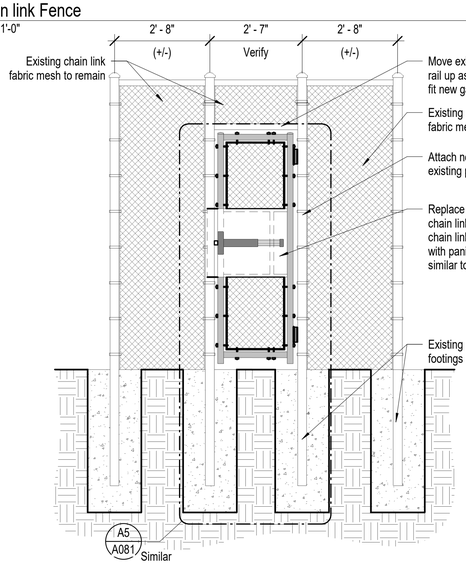
C5 Chain link Fence
1/2" = 1'-0"



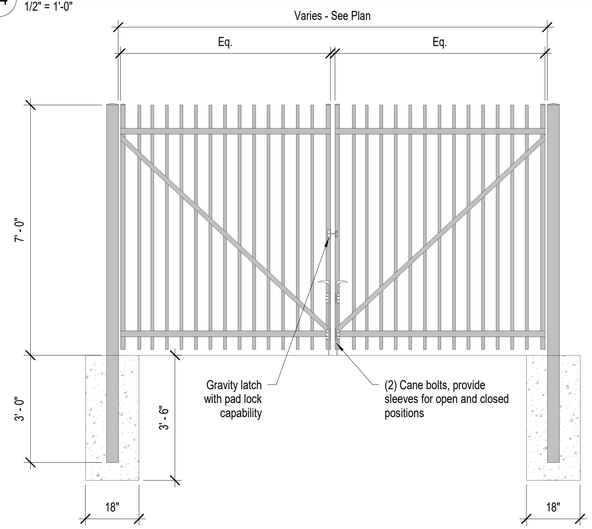
C4 Man Gate - Inside Elevation
1/2" = 1'-0"



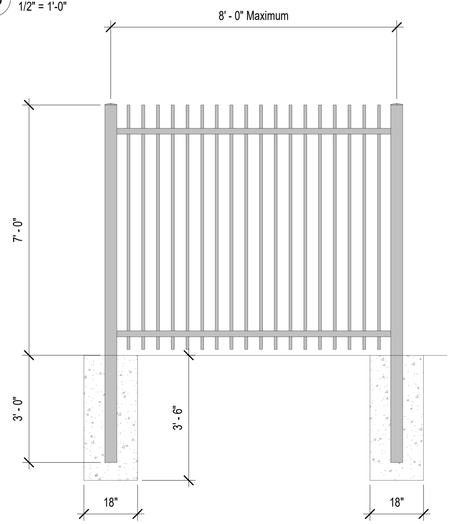
C3 Man Gate - Outside Elevation
1/2" = 1'-0"



D5 New Chain Link Gate- Inside Elevation
1/2" = 1'-0"



D4 Ornamental Double-Swing Vehicle Gate
1/2" = 1'-0"



D3 Ornamental Steel Fence
1/2" = 1'-0"

Gate and Fence Specifications

MAN GATE (M3)

A. Basis of Design Product: Subject to compliance with requirements, provide Guardsman Commercial Chain Link Swing Gate, Tuf Guard Gate: Merchants Metals
B. Steel Wire Fabric:
   a. Finish: Zinc-coated Fabric, ASTM A392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied before weaving.
   b. Selvage: Knuckled at both selvage
C. Cap: Standard post cap.
D. Hinges: D&D Sure Close Hinge.
E. Rails: 3 Rail system.
F. Posts: 3" x 3" x 120", 11 ga. Posts, (2 sides).
G. Header: 3" square, 14 ga.
H. Top Gate Rail: 2" square, 14 ga.
I. Upper Gate Support Rail: 1-3/8" x 1-1/2", 11 ga. U-channel.
J. Bottom Gate Rail: 2" square, 14 ga.
K. Panic Bar Mounting Plate: 16" ga. Powder coated galvanized steel.
L. Exit Device: 99NL Von Dupren 626 finish.
M. Lockset: 26-094 Schlage cylinder, 626 finish.

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DOUBLE-SWING GATE (V1), (V2), (V3), (V4)

A. Basis of Design Product: Subject to compliance with requirements, provide Guardsman Commercial Decorative Ornamental Swing Gate, "Kent" 2 Rail style: Merchants Metals
B. Finish: Pregalvanized and powdercoated.
C. Color: Black
D. Cap: Standard post cap.
E. Hinges: Weld-on ball bearing box hinges.
F. Rails: 2 Rail system.
G. Posts: 4" x 4" x 120", 11 ga. Posts, (2 sides).
H. Gate Posts: 2" square, 14 ga.
I. Top Gate Rail: 2" square, 14 ga.
J. Bottom Gate Rail: 2" square, 14 ga.
K. Gate Bracing: 1-1/2" square, 11 ga.
L. Gate Pickets: 1" square with plug, 18 ga., at 4" o.c. spacing.
M. Latch: Gravity latch with padlock capability.
N. (2) Cane Bolts: Locking drop bolt with cane sleeves in sidewalk for closed and open positions.

FENCE (F1), (F2)

A. Basis-of-Design Product: Subject to compliance with requirements, provide Guardsman Commercial Decorative Ornamental Steel Fence, "Kent" 2 Rail style: Merchants Metals
B. Finish: Pregalvanized and powdercoated.
C. Color: Black.
D. Cap: Standard post cap.
E. Brackets: Universal bracket and band bracket.
F. Rails: 2 Rail system.
G. Posts: 3" x 3" x 120", 11 ga. Terminal posts, 8'-0" o.c. maximum spacing.
H. Top Rail: 2" square, 14 ga.
I. Bottom Rail: 2" square, 14 ga.
J. Pickets: 2" square, 16 ga., 4" o.c. maximum spacing.

FENCE (F3)

A. Basis-of-Design Product: Chain link fencing.
B. Steel Wire Fabric:
   a. Finish: Zinc-coated Fabric, ASTM A392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied before weaving.
   b. Selvage: Knuckled at both selvage.
C. Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following.
   a. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40.
      1. Line Post: 2.375 inches in diameter.
      2. End, Corner, and Pull Posts: 2.875 inches in diameter.
   b. Horizontal Framework Members: Intermediate top and bottom rails according to ASTM F 1043.
      1. Top Rail: 1.66 inches in diameter.
   c. Brace Rails: ASTM F 1043.
   d. Metallic Coating for Steel Framework:
      1. Type A: Not less than minimum 2.0-oz./sq. ft. average zinc coating according to ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating according to ASTM A 653/A 653M.
D. Tension Wire: Metallic-Coated Steel Wire: 0.177-inch diameter, marcelled tension wire according to ASTM A 817 or ASTM A 824, with the following metallic coating:
   a. Type II: Zinc coated (galvanized) by hot-dip electrolytic process, with the following minimum coating weight:
      1. Matching existing chain-link fabric coating weight.
E. Fittings: Provide fittings according to ASTM F626.
   a. Post Caps: Provide for each post:
      1. Provide line post caps with loop to receive tension wire or top rail.
   b. Rail and Brace Ends: For each corner, pull, and end post:
      1. Provide line post caps with loop to receive tension wire or top rail.
   c. Rail Fittings: Provide the following:
      1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
      2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails to posts.
   d. Tension and Brace Bands: Pressed steel.
   e. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
F. Tie Wires, Clips, and Fasteners: According to ASTM F 626:
   a. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:
      1. Hot-Dip Galvanized Steel: 0.148-inch- diameter wire.
      2. Aluminum: ASTM B 211; Alloy 1350-H19; diameter, mill-finished wire.
G. Finish:
   a. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.
      1. Polymer coating over metallic coating.
   b. Aluminum: Mill finish.

MAN GATE (M1)

A. Basis of Design Product: Subject to compliance with requirements, provide Guardsman Commercial Decorative Ornamental Swing Gate, Tuf Guard Gate, "Monroe" 3 Rail style: Merchants Metals
B. Finish: Pregalvanized and powdercoated.
C. Color: Black
D. Cap: Standard post cap.
E. Hinges: 3" pressed steel hinges.
F. Rails: 3 Rail system.
G. Posts: 3" x 3" x 120", 11 ga. Posts, (2 sides).
H. Header: 3" square, 14 ga.
I. Top Gate Rail: 2" square, 14 ga.
J. Upper Gate Support Rail: 1-3/8" x 1-1/2", 11 ga. U-channel.
K. Bottom Gate Rail: 2" square, 14 ga.
L. Gate Pickets: 1" square, 18 ga.
M. Expanded Metal: 3/4" Diamond galvanized expanded metal, above and below panic bar plate, see details.
N. Panic Bar Mounting Plate: 16" ga. Powder coated galvanized steel.
O. Exit Device: 99NL Von Dupren 626 finish.
P. Lockset: 26-094 Schlage cylinder, 626 finish.
Q. Closer: Hydraulic gate closer (ADA compliance) by gate manufacturer.

MAN GATE (M2)

A. Basis of Design Product: Subject to compliance with requirements, provide Guardsman Commercial Decorative Ornamental Swing Gate, Tuf Guard Gate, "Monroe" 3 Rail style: Merchants Metals
B. Finish: Pregalvanized and powdercoated.
C. Color: Black
D. Cap: Standard post cap.
E. Hinges: 3" power transfer steel hinges.
F. Rails: 3 Rail system.
G. Posts: 3" x 3" x 120", 11 ga. Posts, (2 sides).
H. Header: 3" square, 14 ga.
I. Top Gate Rail: 2" square, 14 ga.
J. Upper Gate Support Rail: 1-3/8" x 1-1/2", 11 ga. U-channel.
K. Bottom Gate Rail: 2" square, 14 ga.
L. Gate Pickets: 1" square, 18 ga.
M. Expanded Metal: 3/4" Diamond galvanized expanded metal, above and below panic bar plate, see details.
N. Exit Device: 99NL Von Dupren with REX switch, 626 finish.
O. Lockset: 26-094 Schlage cylinder, 626 finish.
P. Closer: Hydraulic gate closer (ADA compliance) by gate manufacturer.
Q. Electric Strike: HES 9600. Pre-wire gate for connection to school security system.
R. Magnetic door position contact recessed in gate frame.

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professional seal



consultant

project

Douglas County School District
Douglas High School Fencing
PWP-DO-2026-017

Douglas High School
1670 NV-88
Minden, Nevada 89423

revisions

No.	Description	Date
1	Addendum 1	7/30/25

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reviewed by	PAC
date	04.24.24
project number	24007

drawing name

Specifications and Fence Details

sheet number

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