



March 17, 2026

Core West, Inc., D/B/A CORE Construction
ATTN: Mark Hobaica, Executive Vice President
7150 Cascade Valley Court
Las Vegas, NV 89128

RE: Notice of Award
UMC RFP NO. 2025-01 CONSTRUCTION MANAGER AT RISK (CMAR) FOR UMC 7
STORY TOWER PATIENT ROOM REMODEL PROJECT (PWP NO. CL-2025-419)

Dear Mr. Hobaica,

Thank you for submitting all of the required documentation for the above-referenced RFP. All documentation appears to be in order, and this project is hereby awarded to Core West, Inc., D/B/A CORE Construction, in the amount of the GMP, \$22,954,770. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations Department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosure(s): Contract Documents (CMAR Construction Agreement)

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations

CMAR CONSTRUCTION AGREEMENT

Project Identification:

RFP No. 2025-01 Construction Manager at Risk (CMAR) for
UMC 7 Story Tower Patient Room Remodel
PWP-CL-2025-419

Owner:

University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

CMAR:

CORE West, Inc. DBA CORE Construction
7150 Cascade Valley Court
Las Vegas, NV 89128
702-794-0550

CMAR CONSTRUCTION AGREEMENT

This CMAR Construction Agreement ("Agreement") is entered into and effective as of the date of the last signature below, by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Owner"), and **CORE West, Inc. dba CORE Construction** ("CMAR"). Owner and CMAR are each hereinafter a "Party" and collectively, the "Parties."

Owner desires to engage CMAR to provide certain construction services for the UMC 7 Story Tower Patient Room Remodel PWP-CL-2025-419 (the "Project"), as described herein, and CMAR warrants that it is fully qualified and licensed to provide the same. The Parties therefore agree as follows:

GUARANTEED MAXIMUM PRICE

- A. For furnishing all labor, materials, equipment, tools and services and for doing everything required by this Agreement and the other Contract Documents, Owner will pay and CMAR shall accept a total sum (**Guaranteed Maximum Price**) **not to exceed \$21,807,031.00**. The Guaranteed Maximum Price (GMP) includes, Cost of the Work, General Conditions, CMAR Fee, and CMAR Contingency. The total Contract Amount of \$22,954,770.00 includes the foregoing GMP and an Owner's Contingency allowance of \$1,147,739.00. Use of the Owner Contingency** allowance may only be authorized through Owner-approved change orders.

Cost of the Work (excluding General Conditions herein)	\$17,829,438.00
CMAR General Conditions Base (including insurances and bonds)	\$ 1,476,050.00
CMAR Contingency	\$ 1,778,995.00
CMAR Fee	\$ 722,548.00
Total Guaranteed Maximum Price	<u>\$21,807,031.00</u>
Owner's Contingency	<u>\$ 1,147,739.00</u>
Total Contract Amount	<u>\$22,954,770.00</u>

- B. This Guaranteed Maximum Price is for the performance of the Work in accordance with this Agreement, the Contract Documents incorporated in Article 2, and attached Exhibits A, B, C, D, E, and F as follows:

Exhibit A	GMP Schedule of Values	Dated: January 16, 2026
Exhibit B	Schedule of GMP Allowances, Qualifications and Clarifications	Dated: January 16, 2026
Exhibit C	Enumeration of Documents (EOD)	Dated: January 16, 2026
Exhibit D	Listing of Subcontractors Exceeding 5%	Dated: January 9, 2026
Exhibit E	Listing of Subcontractors Exceeding 1%	Dated: January 9, 2026
Exhibit F	Project Schedule	Dated: January 16, 2026

- C. The "Guaranteed Maximum Price" is the maximum cost for the Work as identified above and is also referred to as the "Contract Amount" in various Contract Documents.

- D. The CMAR's Contingency shall be used at the discretion of the CMAR; however, the CMAR shall notify the Owner in writing of the intent to utilize the CMAR's contingency prior to any expenditures. Owner's Contingency shall only be used at the discretion of the Owner and shall be agreed upon by Owner in writing. Each expenditure shall include all associated Cost of Work, CMAR General Conditions, and CMAR fee; when calculating the General Conditions and CMAR fee, both parties agree to the same percentages used to calculate the GMP Cost of Work. The Owner's Contingency shall consist of 1) Conflicts and Contingencies and 2) Risk Allowance.

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GENERAL CONDITIONS

1 INCORPORATED DOCUMENTS

1.1 CONTRACT DOCUMENTS. Owner and CMAR agree that the following project documents are incorporated into and made a part of this Agreement by reference (collectively, the "Contract Documents"):

1. CMAR GMP Proposal (Exhibits A through F) Dated: January 16, 2026
2. Prevailing Wage Rates as determined by the State Labor Commissioner for the region in which the Project is located (PWP-CL-2025-419)
3. Performance and Payment Bonds, provided by CMAR
4. Insurance verification, provided by CMAR
5. Drawings provided by EV&A Architects (Included on the EOD)
6. Specifications provided by EV&A Architects (Included on the EOD)
7. Addenda (Included on the EOD)
8. CMAR Pre-Construction Services Agreement (including incorporated documents) dated July 30, 2025

Execution of this Agreement shall constitute the representation by each Party that it has examined the contents of the Contract Documents, has read and understands the same, and specifically agrees to be bound thereby.

1.2 ORDER OF PRECEDENCE. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work. Further, the Contract Documents are complementary and what is required by any one shall be as binding as if required by all. However, in the event of any conflict or inconsistency between or within any of the Contract Documents, then such conflict or inconsistency shall be resolved in accordance with the following order of precedence:

1. Change Orders;
2. This Agreement;
3. Addenda to Specifications;
4. Addenda to Drawings;
5. Specifications;
6. Drawings

Large scale drawings shall further take precedence over smaller scale drawings.

In the event of an inconsistency between or within any of the Contract Documents and any applicable code(s), the better quality or greater quantity of work shall be provided, at no additional cost to Owner.

2 CONTRACT TIME

- 2.1 CMAR agrees to provide all labor and materials to complete the Project as drawn and specified by 623 days from the date of the Owner issued NTP.
- 2.2 The "Contract Time" is the period of time, in Calendar Days, allotted in the Contract Documents for the completion of the Work. A "Calendar Day" is any day of the year including weekends and holidays. A "Normal Working Day" is any day, except weekends, State holidays, and any blackout dates explicitly mentioned in the Request for Proposal, during which CMAR can work for at least four (4) hours. If CMAR desires to work on any weekend day or recognized State holiday, it shall obtain Owner's written approval at least five (5) Calendar Days in advance of the scheduled work day.
- 2.3 The date of commencement of the Work is the date Owner issues the Notice to Proceed (or the Purchase Order if no separate Notice to Proceed is issued). CMAR shall carry the Work forward expeditiously with adequate forces and shall complete the Work within the Contract Time.
- 2.4 CMAR agrees that the time established in the Contract Documents is an acceptable time for completion of the Work considering the usual industrial and labor conditions prevailing in the locality of the Work. CMAR's bid shall be based on the Contract Time specified in the Contract Documents and shall not be based on an early completion schedule. No additional compensation will be allowed to CMAR for delays to an early completion schedule.
- 2.5 Contract Time Extensions: All claims for extensions of time shall be made in writing in accordance with the process for Change Orders described in Section 27.3; otherwise, they will be disallowed. If CMAR 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, or by any separate contractor employed by Owner, or by changes ordered in the Work, or labor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the Contract Time may be extended by Change Order for such reasonable time as Owner may determine. For delays related to weather conditions, it is expressly understood and agreed that the Contract Time includes adequate time to allow for delays on account of usual weather, considering the

climatic conditions in Las Vegas, Nevada. No adjustment to the Contract Time is allowed on account of usual weather. The project schedule shall include adequate float or allowance in the construction schedule to accommodate weather conditions that may be associated with weather-dependent work. An extension to the Contract Time based upon weather will be considered only in a case where an abnormal or unusual weather delay has directly affected the critical path identified in the approved construction schedule.

- 2.6 It is further expressly understood and agreed that CMAR shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that Owner agrees to compensate CMAR for any damages resulting from any affirmative, willful act in bad faith performed by Owner or its employees which unreasonably interfered with CMAR's ability to perform the Work.
- 2.7 An extension in Contract Time for a delay will be allowed only in the case that a Normal Working Day is lost. Delays will not be allowed for lost partial days or non-working days (e.g., weekends and holidays).
- 2.8 Claims by CMAR for delays will not be allowed on account of failure to furnish interpretations, until fourteen (14) Calendar Days after a Request for Information is submitted by CMAR, and then not unless such claim is reasonable.
- 2.9 Except as provided in NRS 338.485(2)(c), extensions to the Contract Time will only be allowed for delays that affect the critical path for completion of the entire Work as identified in the approved construction schedule, provided however that under no circumstances shall extensions of Contract Time be allowed for the following types of delays:
 - 2.9.1 Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of CMAR;
 - 2.9.2 Delays in the execution of parts of the Work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the Work, nor the completion of the whole Work within the time specified;
 - 2.9.3 Delays arising from interruptions occurring in the prosecution of the Work on account of reasonable interference of other contractors employed by Owner, which do not prevent the completion of the whole Work within the Contract Time; or
 - 2.9.4 Delays resulting from correction of Work rejected as defective or as failing to conform to the Contract Documents.

3 LIQUIDATED DAMAGES

- 3.1 CMAR agrees that Contract Time is an essential condition of the Agreement and that time is of the essence. CMAR further agrees that all 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. CMAR expressly understands and agrees that the time for completion described in the Contract Documents is an acceptable time for completion, taking into consideration the usual industrial and labor conditions prevailing in the locality of the Work. If CMAR shall neglect, fail, or refuse to complete the Work within the specified Contract Time, as it may be extended by Change Order, then CMAR does hereby agree, as a part of the consideration for receiving the award of the Agreement, to pay to Owner, not as a penalty, but as liquidated damages, the amount of money specified for each and every excess Calendar Day that is required to complete the Work.
- 3.2 The unit amount of liquidated damages is established as one percent (1%) of the Contract Amount for every Calendar Day after the Contract Time that the Work is not complete, and is a minimum and fixed amount mutually agreed upon by and between CMAR and Owner due to the impracticability and extreme difficulty of ascertaining in advance the actual damages Owner would sustain should the Work not be completed within the Contract Time. Should monies due CMAR for work performed be insufficient to cover such liquidated damages, then Owner shall have the right to recover said sum or sums from CMAR, Surety, or both.
- 3.3 Liquidated damages will be assessed against CMAR for the time that is required to complete the Agreement over and above the authorized Contract Time. All changes to authorized Contract Time shall be set forth in Change Orders. Liquidated damages shall cease to be assessed on the date of Substantial Completion, provided CMAR completes all punch-list work within the time limit stipulated in the Certificate of Substantial Completion. Liquidated damages shall resume if CMAR does not complete all punch-list work within the time limit so established.

4 AGREEMENT MODIFICATIONS

This Agreement constitutes the entire agreement between the Parties and may be modified only by a written Change Order executed by the Parties. Without limiting the foregoing, the Parties recognize and agree that, except to the extent expressly incorporated in this Agreement by reference, the terms and conditions contained in any Purchase Order, Payment Application or Invoice issued by either Party shall not be considered a part of this Agreement.

5 WORK

- 5.1 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 as described by the Contract Documents.
- 5.2 CMAR agrees to provide all labor, materials, equipment, tools and services necessary, and to do everything required by this Agreement and by the Contract Documents, as necessary to complete all Work required for the Project.

6 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Venue for any dispute or litigation arising out of or in connection with this Agreement shall be in the Eighth Judicial District Court, Clark County, State of Nevada.

7 WRITTEN NOTICE

Written notices required under this Agreement shall be sent certified mail, return receipt requested, to:

Owner: University Medical Center of Southern Nevada
ATTN: Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Contractor: CORE West, Inc. DBA CORE Construction
ATTN: Mark Hobaica, Executive Vice President
7150 Cascade Valley Court
Las Vegas, NV 89128

Minutes of construction progress meetings, CMAR's daily reports and/or Requests for Information do not constitute written notice. Written notices required under this Agreement may not be sent via electronic mail.

8 INFORMATION ACCESS

The books, records, documents and accounting procedures and practices of CMAR relevant to this Agreement shall be subject to inspection, examination and audit by Owner, including legal counsel, during the course of this Project and for four (4) years after its completion.

9 PUBLIC RECORDS.

This Agreement is a public record and is subject to disclosure without notification pursuant to a valid Nevada Public Records request in accordance with NRS 239.

10 ASSIGNMENT

CMAR binds itself and each of its partners, successors, assigns and legal representatives to Owner and to Owner's partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents. CMAR shall neither assign, transfer nor delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of Owner.

11 SEVERABILITY

If any provision or any portion of any provision of this Agreement shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

12 USE OF DOCUMENTS

Any reports, studies, photographs, negatives or other documents or drawings prepared by CMAR in the performance of its obligations under this Agreement shall be the exclusive property of Owner and all such materials shall be remitted to Owner by CMAR upon completion, termination or cancellation of this Agreement. CMAR shall not use, willingly allow or cause to have such materials or any of the Contract Documents used for any purpose other than the performance of CMAR's obligations under this Agreement without the prior written consent of Owner.

CMAR acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between CMAR and Owner, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of Owner free from any claims by CMAR or anyone deriving rights through them. CMAR hereby grants, sells, assigns, and transfers unto Owner, its successors, and assigns all and any of CMAR's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all

other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of Owner. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Agreement shall operate as an irrevocable assignment of all rights thereto to Owner, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then CMAR grants to Owner, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.

13 INDEMNIFICATION

- 13.1 To the fullest extent permitted by law, CMAR shall defend, indemnify, and hold harmless Owner, Architect, and their respective officials, officers, employees and agents (each an "Indemnified Party") from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, resulting from or relating to performance of the Work; the negligent acts or omissions of CMAR, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable (each a "Responsible Party"); and/or failure of CMAR to conform to any applicable statutes, ordinances, regulations, laws, or court decrees; regardless of whether such claim, action, damage, loss, injury, liability, cost or expense is caused in part by the Indemnified Party.
- 13.2 In any and all claims against an Indemnified Party by any employee of a Responsible Party, CMAR's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Responsible Party under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.
- 13.3 CMAR's indemnification obligations shall not extend to the liability of Architect, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or the giving of or the failure to give directions or instructions by Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- 13.4 CMAR's indemnification obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist. This indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this Agreement or otherwise available to the Responsible Party.

14 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, and to the maximum extent permitted by law, in no event will Owner or Architect be responsible or liable to CMAR for any indirect damages, special damages, exemplary damages, consequential damages, liquidated damages, incidental damages, punitive damages, lost goodwill, lost profits, lost revenues, lost business expectancy, business interruption losses, and/or benefit of the bargain damages of any kind whatsoever, regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), or a breach of any covenant (express or implied) of this Agreement, and regardless of whether Owner was advised or had reason to know of the possibility of incurring such damages in advance.

In no event shall any official, officer, employee, or agent of Owner or Architect be held in any way personally liable or responsible for any obligation contained in this Contract, whether express or implied, nor for any statement, representation, or warranty made with or in connection with this Contract.

15 INDEPENDENT CONTRACTOR

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

16 FAIR EMPLOYMENT PRACTICES

Owner is an equal Opportunity/Affirmative Action employer committed to achieving excellence through diversity. In connection with the performance of Work, CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, marital status, pregnancy, genetic information, veteran's status, physical or mental 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. CMAR further agrees to insert this provision in all subcontracts relating to this Project, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by CMAR shall constitute a material breach of contract. Further, CMAR agrees to abide by all provisions of NRS 338.130 related to preferential employment of persons employed in the construction of public works. A failure or refusal by CMAR

to comply with NRS 338.130 shall render this Agreement void.

17 LEGAL COMPLIANCE

- 17.1 CMAR agrees to and shall comply with the requirements of all applicable federal, state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Project. Without limiting the foregoing, CMAR expressly agrees to and shall comply with all applicable provisions of NRS Chapter 338. CMAR agrees to insert this provision in contracts it may have with any Subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project. The Parties further agree that any provision and clause required by applicable law to be inserted in this Agreement shall be deemed to be inserted herein. If through mistake or otherwise, any such provision or clause is not inserted, or is not correctly inserted, then the Agreement shall be automatically deemed amended hereby to make such insertion or correction, and the Agreement shall be read and enforced as though such provision were correctly included.
- 17.2 If CMAR received a bid preference with respect to this Project under NRS 338.1389(2) or 338.1693(3), CMAR shall ensure, and shall submit to Owner a signed affidavit certifying, that for the duration of the Project, collectively, and not on any specific day:
- 17.2.1 At least fifty percent (50%) of the workers employed on the Project, including, without limitation, any employees of CMAR and any Subcontractor, will hold a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada;
- 17.2.2 All vehicles used primarily for the Project will be: (a) registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or (b) registered in this State; and
- 17.2.3 CMAR and each Subcontractor (including each lower-tiered subcontractor) will maintain and make available for inspection within this State their records concerning payroll relating to the Project.
- 17.3 Pursuant to NRS 338.0117, any failure to comply with the requirements contained in Section 18.2 shall entitle Owner to recover by civil action the following penalty:
- 17.3.1 If CMAR or any party to a contract relating to the Project causes CMAR to fail to comply with the requirements contained in Section 18.2, the party causing the failure shall be liable to Owner for a penalty in the amount of one percent (1%) of the cost of the largest contract to which he or she is a party;
- 17.3.2 Owner's right to recover such penalty may be enforced directly against the party that caused the failure to comply with Section 18.2; and
- 17.3.3 No other party to that contract is liable to Owner for such penalty.
- 17.4 CMAR shall insert a provision containing the requirements of Sections 18.2 and 18.3 into each contract it may have with any Subcontractor, and shall further ensure that each such Subcontractor shall similarly insert a provision containing those requirements into each contract it has with any lower-tiered subcontractor.

18 SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 18.1 **MDWDBE.** The Owner supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (*MWDBE*) to compete for contracts awarded by Owner. Owner also supports efforts to encourage local businesses to compete for Owner contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, Owner supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts.
- 18.2 **Contract Sum Exceeds \$1,000,000.** For purchase of goods or services that exceed (One Million Dollars (\$1,000,000) the CMAR must provide, at a minimum, annual reports listing expenditures with MWDBE business concerns and local subcontractors. These reports pertain only to expenditures that are directly attributable to the Owner prime contract. The report should contain the following information:
- The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - A description of the goods or services purchased; and

- The amount of expenditures with the subcontractor attributed to the prime contract for the twelve (12) month period.

18.3

Definitions.

- Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned fifty-one percent (51%) or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least fifty-one percent (51%) owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed Two Million Dollars (\$2,000,000).

19 INSURANCE PROVISIONS

- 19.1 Without limiting any of the other obligations or liabilities of CMAR, CMAR shall, at CMAR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Section. If CMAR fails to comply with this Section, CMAR shall be considered in default of the Agreement. The required insurance shall be in effect prior to the commencement of work by CMAR and shall continue in force until the latter of: (1) final acceptance by Owner of the completion of the Agreement, or (2) such time as the insurance is no longer required by Owner under the terms of this Agreement. Prior to mobilizing onto the project site and prior to commencement of any work on the Project, CMAR shall furnish Owner with Certificates of Insurance. The Certificate Holder shall be identified as "University Medical Center of Southern Nevada," and the certificate of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. The project name or description shall be noted on the certificate of insurance. Owner reserves the right to require complete, certified copies of all insurance

policies required by this contract at any time. CMAR shall provide Owner with thirty (30) Calendar Days' written notice prior to cancellation of any required insurance. CMAR further shall provide Owner with renewal or replacement evidence of insurance no less than ten (10) Calendar Days before the expiration or replacement of any required insurance.

19.2 The insurance provided by CMAR and the Subcontractors pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by Owner shall be excess of and not contributing with the insurance provided by or on behalf of CMAR. Coverage maintained by CMAR or the Subcontractors shall apply on a first dollar basis without application of a deductible or self-insured retention.

19.3 Neither approval by Owner nor failure to disapprove the insurance furnished by CMAR or the Subcontractors shall relieve CMAR of CMAR's full responsibility to provide the insurance and bonds required by this Agreement. Further, compliance with the insurance and bond requirements of this Agreement shall not limit the liability of CMAR or the Subcontractors, employees or agents to Owner or others, and shall be in addition to and not in lieu of any other remedy available to Owner under this Agreement or otherwise.

19.4 INSURERS' RATING. Insurers providing the insurance or sureties providing the bonds (each a "Surety") required by this Agreement must be: (1) authorized to conduct business and issue policies by the Department of Insurance of the State of Nevada, or (2) with respect only to the Workers' Compensation coverage, authorized as a self-insurer under NRS 616B.300. In addition, insurers or sureties shall have and maintain throughout the period for which coverage is required, a Best's Rating of not less than "A-" for projects up to \$10,000,000 or "A-VII" for projects exceeding \$10,000,000 according to A.M. Best Company. If at any time during the period when insurance is required by the Agreement, an insurer or Surety shall fail to comply with the foregoing minimum requirements, as soon as CMAR has knowledge of any such failure, CMAR shall immediately notify Owner and immediately replace such insurance or bond with an insurer meeting the requirements.

19.5 SUBCONTRACTORS. CMAR's insurance certificate(s) must include all Subcontractors as additional insured under its policies or Subcontractors shall be required by CMAR to maintain separate insurance policies as reasonably determined by CMAR (provided that Subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate). "University Medical Center of Southern Nevada" shall be named as additional insured on all Subcontractor's liability policies under this Section. All Subcontractor policies shall contain a waiver of subrogation against Owner.

19.6 WORKERS COMPENSATION INSURANCE

19.6.1 Nevada Law requires that CMAR shall provide worker's compensation insurance as stated in NRS 616B.627 or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters is not required. Notwithstanding anything to the contrary contained in this Section, CMAR shall also require the same levels of worker's compensation insurance when the work is to be performed by a Subcontractor. Policies required under this Section shall contain a waiver of subrogation against Owner.

19.6.2 Minimum Limits:

Workers' Compensation Employer's Liability	Statutory Limits for Nevada
Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

19.7 COMMERCIAL GENERAL LIABILITY

19.7.1 CMAR's insurance shall cover CMAR for those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form as filed for use in the State of Nevada, including but not limited to bodily injury, property damage, fire damage, medical payments, broad form contractual liability, products completed operations, and XCU (Explosion, Collapse and Underground Coverage) using the latest broad form by the Insurance Services Office, without the attachment of restrictive endorsements. For projects exceeding \$10,000,000, CMAR shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by CMAR (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of ISO endorsement - Amendment of Limits of Insurance (Designated Project or Premises) - to a Commercial General Liability Policy with the minimum amounts stated below.

19.7.2 CMAR's policy shall be endorsed to include the following language: "University Medical Center of Southern Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR/subcontractor, including completed operations." The policy shall contain a waiver

of subrogation against Owner. CMAR shall continue to maintain Products/Completed Operations coverage for a period of ten (10) years after the Agreement completion date.

19.7.3 Minimum Limits:

For Contract Amounts up to \$10,000,000

General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$100,000
Medical Payments	\$5,000
Each Occurrence	\$1,000,000

For Contract Amounts greater than \$10,000,000 and up to \$25,000,000

General Aggregate	\$3,000,000
Products-Completed Operations	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Fire Damage	\$100,000
Medical Payments	\$10,000
Each Occurrence	\$3,000,000

For Contract Amounts greater than \$25,000,000

General Aggregate	\$5,000,000
Products-Completed Operations	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Fire Damage	\$100,000
Medical Payments	\$10,000
Each Occurrence	\$5,000,000

19.8 BUSINESS AUTO

19.8.1 CMAR's insurance shall cover CMAR for those sources of liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State of Nevada by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall be provided for owned, non-owned and hired autos used in connection with this Agreement. CMAR's policy shall be endorsed to include the following language: *"University Medical Center of Southern Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including autos owned, leased, hired, or borrowed by CMAR."*

19.8.2 Minimum Limits:

Combined Single Limit (CSL) \$1,000,000

19.9 BUILDERS RISK OR INSTALLATION FLOATER

19.9.1 If the Agreement includes construction of or additions/renovations to buildings or structures exceeding \$100,000, CMAR shall provide all risk Builders Risk insurance on a form which is no more restrictive than that afforded by the latest editions of Insurance Services Office Builders Risk Coverage Form and Causes of Loss-Special Form, and including coverage for Collapse During Construction, delay coverage, and soft costs. If the Agreement includes both construction of or additions to buildings or structures and the installation of machinery or equipment, Builders Risk insurance shall include coverage during transit and during post-installation testing. If the Agreement is solely for the purpose of installation of machinery or equipment in existing buildings or structures, CMAR shall provide an all risk Installation Floater including coverage during transit and during post-installation testing. Coverage shall be written on an all risk replacement cost basis and for ground up projects exceeding \$1,000,000 shall include coverage for soft costs, flood and earth movement.

- 19.9.2 The amount of insurance is to be one hundred percent (100%) of the original Contract Amount plus additional coverage equal to the amount for all subsequent Change Orders.
- 19.9.3 Policy must provide coverage from the time any covered property becomes the responsibility of CMAR and continue without interruption during construction, renovation or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site. Policy must not be subject to any limitation or exclusion of coverage because of occupancy of the building(s), addition(s) or structure(s) in the course of construction or the putting to use of the machinery or equipment. The policy must be endorsed to provide that, subject to the notice of cancellation requirement, coverage will continue to apply until Certificate of Substantial Completion is issued by the Owner.
- 19.9.4 "University Medical Center of Southern Nevada" shall be named on the policy as Additional Insured. Insurance certificate must identify specific project name.
- 19.9.5 The maximum deductible shall be one hundred thousand dollars (\$100,000) per occurrence.

19.10 CMAR'S POLLUTION LIABILITY

- 19.10.1 CMAR shall provide pollution liability coverage if the Project includes any site/dirt work, excavation, paving, digging, drilling, moisture protection (roofing), environmental services/work including asbestos, lead or mold remediation, etc. that have the potential for any of the following:
 - Contamination, loss or environmental remediation expenses from contracting operations, completed operations or transportation;
 - Third party bodily injury or property damage arising out of contamination on, under or migrating from the construction site;
 - Transportation of hazardous materials or regulated substances; or
 - Waste Disposal.

19.10.2 The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which CMAR is legally liable. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims. The policy shall be endorsed to include the following additional insured language: "University Medical Center of Southern Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR".

19.10.3 Minimum Limits:

Per Occurrence	\$1,000,000
General Aggregate	\$3,000,000

20 PERFORMANCE AND PAYMENT BONDS

- 20.1 If the Contract Amount exceeds one hundred thousand dollars (\$100,000), CMAR shall cause to be executed Performance and Payment Bonds in a form acceptable to Owner for one hundred percent (100%) of the Contract Amount. CMAR shall provide the Performance and Payment Bonds prior to commencing any work on the Project. Owner will not require CMAR to increase the Performance and Payment Bonds to accommodate Change Orders, unless a Change Order amounts to an increase of more than twenty-five percent (25%) in the Contract Amount. Owner will not pay additional costs for increased bond fees resulting from Change Orders on the work.
- 20.2 Owner reserves the right to require CMAR to obtain Performance and Payment Bonds for any Subcontractor's bid. Owner will pay the actual cost of any bond so required, not including any overhead and profit. If said bonds cannot be obtained within thirty (30) Calendar Days of notification, the Subcontractor shall be replaced at no additional cost to Owner.

21 PROJECT COMPLETION

21.1 SUBSTANTIAL COMPLETION. "Substantial Completion" is 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. The Work will not be considered substantially complete if any of the following conditions exist:

- Any of the Work is incomplete or defective (including Work identified in the final punch list) which, in the opinion of Owner, would prevent or interfere with occupancy and/or full use of the facility.
- The Project's mechanical systems have not been tested, balanced, and accepted as being fully complete (including

- commissioning when applicable).
- The Project's electrical and life safety systems have not been tested and accepted as being fully complete (including commissioning when applicable).
- A Certificate of Occupancy or final inspection has not been issued by the Building Official (either a Temporary/Conditional or a Final/Unconditional Certificate of Occupancy).
- Final clean-up is not complete.

21.1.1 When CMAR determines that the Work, or a portion thereof which Owner agrees to accept separately, is substantially complete, CMAR shall prepare and submit to Owner and Architect a list of items to be completed or corrected. The failure to include any items on the list does not alter the responsibility of CMAR to complete all Work in accordance with the Contract Documents. Inspections for Substantial or Final Completion may be requested by CMAR only after the status of completion has been reviewed with Owner and Owner agrees/concurs that the Work is ready for such inspection.

21.1.2 If Owner agrees that the Work is substantially complete, Owner may provide CMAR with a list of additional corrective items which shall be added to CMAR's and the Inspector's punch lists. If Owner determines that the Work is not substantially complete, Owner will notify CMAR in writing, and will provide a list of observed deficiencies. CMAR shall remedy the deficiencies and submit another written request for Substantial Completion.

21.1.3 When Owner determines that the Work is substantially complete, Owner will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion, state the responsibilities of Owner and CMAR for maintenance, heat, utilities, and insurance, and fix the timeframe within which CMAR shall complete the punch list items.

21.1.4 No use or occupancy of the Project, or any portion thereof, by Owner, shall constitute acceptance of any Work that is not completed in accordance with the Contract Documents, nor shall it relieve CMAR of full responsibility for correcting defective Work or materials found at any time prior to completion of the entire Project or during the Warranty Period.

21.2 FINAL COMPLETION. Upon receipt of written notice from CMAR that the Work is completed and is ready for final inspection, Owner will within a reasonable time, make such inspection. When Owner is satisfied that the Work and all provisions of the Contract Documents are fully and satisfactorily completed, including any outstanding items after Substantial Completion, Owner will authorize Final Payment to CMAR in accordance with Section 50.7. The Work will not be considered to meet the definition of Final Completion if any of the following conditions exist:

- Any required final inspection by the State Public Works Division ("SPWD") or Owner has not been passed.
- Any required final Certificate of Occupancy has not been received by Owner.

22 CLAIMS FOR DAMAGES

Should either Party suffer injury or damage to person or property because of any act or omission of the other Party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other Party within fourteen (14) Calendar Days after the first knowledge of such injury or damage.

23 MEDIATION

All claims, disputes and other matters in question arising out of, or relating to the Agreement, or any breach thereof, shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either Party. Such mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") then in effect, unless the Parties mutually agree otherwise. Any request for mediation shall be filed in writing with the other Party to this Agreement and with the AAA. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Unless otherwise mutually agreed by the Parties and consistent with the mediator's schedule, the mediation shall commence within ninety (90) Calendar Days of the submission of the dispute to mediation. Unless otherwise agreed to in writing, CMAR shall continue the Work and maintain the construction schedule of the Work during any and all dispute resolution proceedings.

24 TERMINATION

24.1 TERMINATION BY CMAR. CMAR may, upon fourteen (14) Calendar Days written notice, terminate the Agreement if the Work is stopped for a period of thirty (30) Calendar Days through no act or fault of CMAR, or a Subcontractor, or their employees or agents, for any of the following reasons:

- Issuance of a court order or other order from a public authority having jurisdiction;
- Failure by Owner to make payment to CMAR within the time specified herein.

If one of the aforementioned reasons exists, CMAR may terminate the Agreement and recover from Owner payment for work executed prior to the date of such termination. CMAR shall not be entitled to overhead or profit on any unperformed work.

24.2 TERMINATION BY OWNER

24.2.1 If CMAR (a) is adjudged bankrupt; (b) makes a general assignment for the benefit of its creditors; (c) suffers a receiver being appointed on account of insolvency; (d) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper supervision or proper materials; (e) fails to make prompt payment to Subcontractors for materials or labor; (f) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or (g) otherwise is guilty of a substantial violation of a provision of the Contract Documents, then Owner may, without prejudice to any right or remedy and after giving CMAR and Surety fourteen (14) Calendar Days written notice, terminate the employment of CMAR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CMAR and may finish the Work by whatever method Owner may deem expedient. In such case, CMAR shall not be entitled to receive any further payment until the Work is finished.

24.2.2 Owner expressly reserves the right to terminate the Agreement at any time due to a national emergency, court injunction, or for any reason determined to be in the best interest of Owner. Termination shall be effected by giving CMAR seven (7) Calendar Days written notice. In this case, payment to CMAR shall be made as if termination was initiated by CMAR. In the event a termination under Section 25.2.1 is subsequently adjudged to have been without cause, such termination shall be treated as a termination for convenience under this Section 24.2.2.

24.2.3 If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, including compensation for any additional professional services, such excess shall be paid to CMAR. If such costs exceed the unpaid balance, CMAR shall pay the difference to Owner.

24.2.4 Owner shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from Owner to CMAR, specifying the extent and effective date of the termination. On the effective date of the termination, CMAR shall terminate all work and take all reasonable actions to mitigate expenses. CMAR shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by Owner. In the event of such termination, Owner agrees to pay CMAR within thirty (30) calendar days after acceptance of invoice.

25 SEPARATE CONTRACTS

25.1 Owner reserves the right to award other contracts in connection with other portions of the Project. CMAR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate CMAR's Work and theirs. If any part of CMAR's Work depends on the proper execution of the work of any other separate contractor, CMAR shall inspect and promptly report to Owner and Architect any discrepancies or defects in such other work. Failure of CMAR to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive CMAR's Work, except as to defects which may develop in the other separate contractor's work after the execution of CMAR's Work. CMAR 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 shown upon, or reasonably implied by, the Contract Documents. CMAR shall not endanger or alter the work of any other contractor.

25.2 Should CMAR cause damage to the work or property of any separate contractor on the Project, CMAR shall, upon written notice, settle with the other contractor by agreement if the other contractor will so settle. If the separate contractor sues Owner on account of any damage alleged to have been sustained, Owner shall notify CMAR who, at CMAR's 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 the separate contractors as to their responsibility for cleaning up, Owner may clean up and charge the cost thereof to the contractors as Owner determines to be just.

26 CHANGES IN THE WORK

26.1 A "Change Order" is an amendment to the Agreement, issued by Owner to CMAR authorizing a change in the Work, an adjustment in the Contract Amount, or a change in the Contract Time. No change to the Work, the Contract Amount, or the Contract Time, is valid without a properly issued Change Order.

26.2 CMAR shall not proceed with changes to the Work without a Change Order or a Construction Change Directive. If CMAR proceeds with changes to the Work without proper written approval, CMAR does so at its own risk, and waives all

claims to a Change Order for the unauthorized work.

- 26.3 Should any event or circumstance occur that CMAR believes may constitute a change in the Work entitling CMAR to an adjustment to the Contract Amount or the Contract Time, CMAR shall issue written notice and a request for a Change Order to Owner within seven (7) Calendar Days of the occurrence of such event or circumstance. Such written notice shall be issued by CMAR for any event or circumstance that CMAR 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. CMAR shall also identify any anticipated adjustment to the Contract Amount 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 Section 28 shall constitute a waiver by CMAR of the right to a Change Order. In the event of a dispute regarding changes in the Work, CMAR shall proceed according to Owner's directive pending resolution of the dispute.
- 26.4 The cost or credit to Owner resulting from a change in the Work shall be determined in one or more of the following ways:
- By unit prices stated in the Contract Documents or subsequently agreed upon;
 - By mutual acceptance of a lump sum proposal, properly itemized, to include the following:
 - Labor, including fringe benefits, payroll taxes, and workers' compensation insurance, overhead and profit;
 - Materials entering permanently into the Work, including sales tax;
 - Equipment costs for equipment utilized to perform the Change Order work.
 - By the actual cost of:
 - Labor, including fringe benefits, payroll taxes, and workers' compensation insurance, overhead and profit;
 - Materials entering permanently into the Work, including sales tax;
 - Equipment costs for equipment utilized to perform the Change Order work;
 - Total cost based on a not-to-exceed maximum cost limit.
- 26.5 These costs may be increased to include fixed fees, as applicable, for Subcontractor profit and overhead, CMAR profit and overhead on Subcontractor work, and profit and overhead on work done by CMAR's own forces. Each such fee shall not exceed the amount determined from the Change Order Mark-Up Schedule below for a single Change Order item, or for any group of related items, and shall be full compensation for the cost of supervision (to include Project Manager, Project Coordinator, Superintendent, Secretary, etc.), overhead, profit, tools, insurance and bonding, and all other expenses associated with completing the change in the scope of work. No other costs or expenses, including, but not limited to, direct daily job costs, general conditions, and/or extended overhead will be paid for time extensions incorporated into a Change Order unless otherwise agreed to in writing by Owner.
- | | |
|---------------------|-----------|
| Change Order Amount | Fixed Fee |
| Up to \$10,000 | 15% |
| Over \$10,000 | 10% |
- Each deductive Change Order proposal shall include a five percent (5%) minimum credit for CMAR profit and overhead.
- 26.6 All change proposals shall be submitted to Owner in sufficient detail to allow a complete analysis of all costs, including without limitation any profit and overhead charged pursuant to Section 27.5. CMAR shall, upon request by Owner, submit invoices for materials and equipment utilized in Change Order work. If applicable to the Project, labor rates, including fringe benefits, shall be in conformance with the applicable Prevailing Wage Rates as published by the State Labor Commissioner for the region in which the Project is located.
- 26.7 Owner shall have authority to order minor changes in the Work which do not involve an adjustment in the Contract Amount or an extension of the Contract Time. Such minor changes shall be consistent with the intent of the Contract Documents. Such changes shall be implemented only through written memorandum.
- 26.8 Execution of a Change Order shall be considered complete and final adjustment of the Contract Amount and the Contract Time and represents complete and final resolution of all matters related to, or arising out of, the Change Order. CMAR may not reserve the right to make further claims with regard to any executed Change Order. Any attempt by CMAR to reserve such a right shall be considered invalid and unenforceable.
- 26.9 CMAR will not be entitled to a Change Order for any work that reasonably could have or should have been identified as necessary during CMAR's participation in the design review process as defined in CMAR Pre-Construction Agreement.
- 26.10 The Parties agree that Owner shall have the right to issue one or more Change Orders at or near the end of the Project, requiring work to be performed after the expiration of the Contract Time, without negating or affecting Owner's right to assess any liquidated damages that Owner may be entitled to. The scope of such Change Orders shall be limited to work that is deemed by Owner to be incidental in nature and necessary to allow for proper completion of the Project.
- 26.11 CONSTRUCTION CHANGE DIRECTIVE

27.11.1 A "Construction Change Directive" is a written directive to CMAR, signed by Owner, which shall serve as formal and binding direction for CMAR to proceed with a defined change in the Work. The directive may be implemented when deemed necessary as an interim action until a Change Order can be formally assessed and executed. Upon receipt of a Construction Change Directive, CMAR shall promptly proceed with the directed changes.

27.11.2 Owner may order changes in the Work utilizing a Construction Change Directive with the Contract Sum and/or the Contract Time being adjusted as deemed appropriate by Owner. CMAR shall comply with the provisions of Section 28.3 in the event CMAR believes that a Construction Change Directive has a potential impact on the Contract Time or the Contract Sum.

27 SUBMITTALS

- 27.1 CMAR shall review, stamp with approval, and submit to Owner with reasonable promptness, and in a reasonable and 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 Owner.
- 27.2 CMAR'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 withdrawing or voiding approval of the submittal. CMAR shall be responsible for all costs and delays associated with purchase and installation of any Work that deviates from the requirements of the Contract Documents.
- 27.3 Submittals shall be properly identified as specified, or as Owner may require. By approving and issuing submittals, CMAR thereby represents that it has determined and has verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each submittal with the requirements of the Contract Documents.
- 27.4 Owner will review submittals within fourteen (14) Calendar 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.
- 27.5 When a specific manufacturer and model of equipment is scheduled on the Drawings and/or in the Specifications, and a second or third acceptable manufacturer is also listed in the Specifications, it shall be the responsibility of CMAR to confirm with the equipment supplier and equipment manufacturer, prior to bidding, that the alternative manufacturer is providing pricing for equipment that is equipped with features and capabilities that are equal to the scheduled and specified item of equipment. The acceptability of an equipment submittal shall be subject to the equipment supplier and manufacturer providing evidence satisfactory to Owner that the submitted equipment is, in fact, equal to the scheduled and specified equipment.
- 27.6 The review and approval of submittals by Owner shall not relieve CMAR of responsibility for any deviation from the requirements of the Contract Documents, nor shall review by Owner relieve CMAR from responsibility for errors or omissions in the submittals.
- 27.7 CMAR shall correct submittals as required by Owner and shall resubmit the required number of corrected copies of submittals until Owner indicates that no further re-submittals are required. CMAR shall identify in writing all revisions made, in addition to identifying the corrections requested by Owner on previous submittals.
- 27.8 The number of submittals provided, reviewed, and approved shall include three (3) sets for use by Owner.
- 27.9 None of the Work requiring submittals or shop drawings shall commence until the associated submittals have been reviewed and approved by Architect.
- 27.10 **SUBSTITUTIONS.** The characteristics of the products specified in the Drawings and Specifications have been utilized in the design of the Project and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of Owner, they meet the standards of the Contract Documents.
- 28.10.1 CMAR shall submit any requests for substitutions in writing to Owner within the time specified in Section 29.10.2. Submittals and shop drawings do not constitute a request for substitution. Products not specified or accepted in writing as equivalent to those specified shall not be installed. CMAR shall be responsible for all costs associated with removal and replacement should CMAR proceed with installation of any substituted product without specifically identifying the substitution and obtaining written approval of the substituted product.
- 28.10.2 Requests for substitutions must be submitted to Owner in accordance with the Specifications. Thereafter,

substitutions will be considered only in cases of documented product unavailability or other conditions beyond the control and without the fault of CMAR, or in special circumstances when allowed by Owner.

28.10.3 The burden of proof of substituted product equality rests with CMAR. Final approval of all substituted products shall be contingent on acceptance of the associated submittals and/or shop drawings, compliance with the Contract Documents, and acceptable installation. Approval to use a substituted product does not relieve CMAR of its responsibility to meet the requirements of the Contract Documents.

28 GENERAL DUTIES AND RESPONSIBILITIES OF CMAR

- 28.1 CMAR shall carefully study and compare all parts of the Contract Documents with each other and with all information furnished by Owner and shall at once report any errors, inconsistencies, or omissions discovered. CMAR shall not be liable to Owner for damage resulting from errors, inconsistencies, or omissions in the contract Documents unless CMAR recognized such error, inconsistency, or omission and failed to report it to Owner. If CMAR performs any construction activity that involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to Owner, CMAR shall assume responsibility for such performance, shall bear any and all costs for correction, and shall waive all claims against Owner relating to same.
- 28.2 REQUESTS FOR INFORMATION. CMAR shall, upon discovering any error, discrepancy, omission, conflict, or inconsistency in the Contract Documents, immediately submit a Request for Information (RFI) to Owner. Owner, upon receipt of any such request, will promptly investigate the circumstances and give appropriate instructions to CMAR. Until such written instructions are given, any work done by CMAR, either directly or indirectly relating to such error, discrepancy, omission, conflict, or inconsistency will be at its own risk, and it shall bear all costs arising there from. CMAR shall not take advantage of any such error, discrepancy, omission, conflict, or inconsistency, but shall comply with any instructions regarding the same. CMAR shall maintain a sequential log of all RFIs. No work shall be performed by CMAR without adequate drawings or specifications, or that is in conflict with or contrary to the Contract Documents. If CMAR performs any work contrary to the Contract Documents, CMAR shall be solely responsible and shall bear all costs and time attributable thereto.
- Requests for Information shall be limited to one (1) specific issue or group of related issues and shall not address multiple issues. Owner will review and respond to RFIs within fourteen (14) Calendar Days from the date that the RFI is received. RFIs shall be issued by CMAR to Owner in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to Owner.
- 28.3 In any case where the manufacturer's installation instructions conflict with the Contract Documents CMAR shall bring such conflict to the attention of Owner prior to installing the associated materials or equipment, such that Owner may provide direction for an appropriate resolution to the identified conflict. Should CMAR proceed with installing any materials or equipment in a manner contrary to the manufacturer's instructions without first notifying Owner, if so directed by Owner, CMAR shall remove and reinstall the materials or equipment in accordance with the manufacturer's instructions at no cost to Owner.
- 28.4 CMAR shall prepare daily reports identifying for each day workers on site, work performed, weather conditions, material and equipment deliveries, outstanding issues, and pending RFIs. Such reports shall be submitted to Owner at the weekly coordination meetings unless requested by Owner on a more frequent basis.
- 28.5 CMAR shall have and maintain a State of Nevada Contractor's license in good standing for the entire duration of the Work.
- 28.6 CMAR shall submit cost proposals, progress schedules, payrolls, reports, estimates, records, and other data as Owner may request concerning work performed, or to be performed under the Agreement.
- 28.7 CMAR shall, in a workmanlike manner, complete the Work in strict accordance with the Contract Documents. CMAR shall supervise and direct all portions of the Work. CMAR shall be solely responsible for all construction procedures, methods, techniques, sequences, safety, and for coordinating all portions of the Work to comply with the Contract Documents. CMAR shall be responsible for the acts and omissions of all its employees and Subcontractors, their agents and employees, and all other persons performing any of the Work. CMAR shall at all times enforce good discipline and order among its employees and Subcontractors and shall, at its own cost, provide the security necessary to adequately protect the Work. CMAR shall at all times safely guard Owner's property from injury loss in connection with the Project. CMAR shall at all times safely guard and protect the Work and adjacent property from damage. CMAR shall replace or make good any such damage, loss, or injury unless such is caused directly by errors contained in the Contract Documents.
- 28.8 CMAR shall give all notices and shall comply with all laws, ordinances, rules, orders, and regulations of all public

authorities, relating to the performance of the Work. CMAR shall be responsible for the protection of adjacent property and the maintenance of passageways, guard fences, and other protective facilities. In the event of temporary suspension of work, or during inclement weather, CMAR shall protect, and shall cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If any work or materials become damaged by failure on the part of CMAR or any Subcontractor to protect the Work, such material shall be removed and replaced at CMAR's expense.

28.9 PREVAILING WAGES. If applicable to the Project, CMAR shall ensure that all employees on the Project are paid prevailing wages in accordance with NRS 338.020 et seq. The prevailing wage rate shall be in accordance with the Prevailing Wage Rates approved by the State Labor Commissioner for the region in which the Project is located as of the date bids for the Project were opened. In the event the duration of Work exceeds thirty-six (36) months, the applicable prevailing wages shall be adjusted in accordance with NRS 338.030.

28.9.1 Contractor shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

28.9.2 Prevailing wages shall apply to the Project under this Section 28.9, and shall be paid by CMAR and each Subcontractor, if the Contract Amount equals or exceeds one hundred thousand dollars (\$100,000). In the event the Contract Amount is below one hundred thousand dollars (\$100,000), but one (1) or more approved Change Order(s) causes the Contract Amount to exceed that amount, CMAR and each Subcontractor shall be obligated to pay prevailing wages retroactive to the commencement of Work on the Project, unless the Work performed pursuant to the Change Order(s) qualifies for an exemption from prevailing wages under Nevada law.

28.9.3 In the event CMAR or any Subcontractor discharges any part of its obligation to pay prevailing wages on the Project by providing bona fide fringe benefits in the name of the worker, such CMAR or Subcontractor shall provide Owner with any information requested by Owner or the State Labor Commissioner, as applicable, to verify compliance with NRS 338.030.

28.9.4 If any worker is paid less than the designated rate for any work done under the Agreement, CMAR shall forfeit as a penalty to Owner, and in addition to any fines or fees that may otherwise be imposed by law, not less than twenty dollars (\$20) nor more than fifty dollars (\$50) for each Calendar Day or portion thereof that the worker has been paid less than the designated rate for any work done under the Agreement, by CMAR or any Subcontractor.

28.9.5 CMAR shall forfeit as a penalty to Owner, and in addition to any fines or fees that may otherwise be imposed by law, not less than twenty dollars (\$20) nor more than fifty dollars (\$50) for each Calendar Day or portion thereof for each worker employed on the Project for which CMAR or any Subcontractor willfully includes inaccurate or incomplete information in any monthly record required to be submitted to Owner under NRS 338.070.

28.9.6 The Contractor shall forfeit as a penalty to Owner, and in addition to any fines or fees that may otherwise be imposed by law, not less than twenty dollars (\$20) nor more than fifty dollars (\$50) for each Calendar Day or portion thereof that each worker employed on the Project is not reported to Owner by CMAR or any Subcontractor in any monthly record required to be submitted to Owner under NRS 338.070, up to a maximum of (1) one thousand dollars (\$1,000) for the first failure to comply during the term of this Agreement, and (2) five thousand dollars (\$5,000) for each subsequent failure during the term of this Agreement. If a violation of more than one (1) provision of Section 29.9.4, 29.9.5, and 29.9.6 of this Agreement involves the same worker, CMAR shall forfeit the penalty set forth in each Section that was violated.

28.9.7 If CMAR is required to pay prevailing wages under this Section 28.9, CMAR shall, and shall ensure that each Subcontractor does, timely submit to Owner the reports required under NRS 338.070. CMAR agrees that all such certified payroll reports shall be electronically submitted to Owner by means of LCPTracker – Certified Payroll and Workforce Reporting Software (available at www.lcptracker.com) or equivalent software.

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

28.9.9 Unless otherwise specifically required, all materials and equipment incorporated in the Work shall be new, free of faults and defects, and shall conform to the Contract Documents. If requested CMAR shall furnish satisfactory evidence as to the type and quality of materials and equipment. No materials or equipment for the Work shall be purchased by CMAR, nor shall CMAR permit any Subcontractor to purchase materials or

equipment that are subject to any chattel mortgage, or are under a conditional sale contract or other security agreement by which any right, title, or interest is retained by the seller. All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to ensure conformity with the requirements of the Contract Documents, laws, ordinances, rules and regulations, or orders of any public authority having jurisdiction. Where specific certificates concerning materials and/or equipment are required, securing payment for the prompt delivery of such certificates shall be the responsibility of CMAR. Such certificates shall be executed by qualified firms acceptable to Owner, shall include all information required by the Specifications, and shall clearly refer specifically to materials to be used in the Project.

- 28.10 SUPERINTENDENT. CMAR shall employ a competent full-time superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent and assistants shall be satisfactory to Owner, and shall not be changed except with the consent of Owner. The superintendent shall represent CMAR and have full authority to act on its behalf.
- 28.11 COORDINATION MEETINGS. CMAR shall schedule a weekly coordination meeting at the Project site, to be attended by Owner, CMAR's Superintendent, and Subcontractors, as may be appropriate and as requested by Owner. Coordination meetings may be scheduled at less frequent intervals if agreed upon by Owner and CMAR. CMAR shall record each coordination meeting and shall provide a comprehensive set of meeting minutes to be distributed and reviewed at the next coordination meeting.
- 28.12 LANDSCAPE ELEMENTS REQUIRING IRRIGATION. If applicable to the Project, CMAR shall invite Owner's Grounds Services representative to the weekly coordination meeting scheduled to be held not less than seven (7) days prior to the installation of any landscape elements requiring irrigation, to develop and agree on a transition plan to turn the care of the landscape elements over to Grounds Services immediately following acceptance of the landscape elements. CMAR shall remain fully responsible for the full Warranty Period of the landscape elements, including installation, and may inspect the condition of the landscape elements at any time during the Warranty Period.
- 28.13 PROJECT BULLETIN BOARD. Unless otherwise agreed by Owner in writing, CMAR shall provide a weather protected bulletin board mounted in a prominent location within the construction site, with items required to be posted by law clearly visible and available for examination. The items required to be posted include, but are not limited to, an emergency phone number list, Federal and State notices, Prevailing Wage Rates (if applicable to the Project), and other items as may be requested by Owner.
- 28.14 PROJECT SITE ADVERTISING. CMAR may, at CMAR's expense, install one (1) sign advertising the Project and its company. The sign must be approved by Owner in writing before being installed by CMAR. No other signage or advertising may be installed by CMAR or any Subcontractor without the prior expressed written consent of Owner. Owner may, at Owner's expense, also install signage at the Project site where it reasonably does not interfere with the Work.
- 28.15 APPRENTICES. CMAR shall, and shall ensure each Subcontractor shall, comply with any and all applicable apprentice utilization requirements contained in NRS 338.011652.

29 TEMPORARY UTILITIES

- 29.1 CMAR shall be solely responsible for providing all temporary utilities necessary for the completion of the Work.
- 29.2 CMAR shall further be solely responsible for providing temporary utilities, including without limitation heating, cooling, and/or ventilation, as required to prevent degradation or damage to the Work. The permanent heating, cooling, and air handling systems of the Project shall not be utilized for the purpose of temporary heating, cooling, or ventilation unless and 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.
- 29.3 Utility connections may be required as a part of the Work, as indicated in the Specifications or other Contract Documents, and such utility connections may cause disruptions or temporary shutdowns to utilities at other Owner buildings. CMAR shall be solely responsible for providing all necessary temporary utilities to other Owner buildings disrupted by a utility connection that is part of the Work. CMAR is required to coordinate such connections and temporary utilities with Owner at least fourteen (14) Calendar Days before connection activity. No extensions of the Contract Time will be considered for utility connection delays caused by CMAR's failure to coordinate a connection within the foregoing period of time.
- 29.4 In all cases where temporary utilities are required under this Section 30, CMAR shall pay all costs related thereto, including, but not limited to, applications, fees, labor, permits, engineering, and any other costs as may be required to acquire temporary utilities.
- 29.5 Owner will not be responsible for any delays or costs related to obtaining any temporary utilities required under this

Section 30. Temporary utilities may be connected to Owner's existing metered utilities only with Owner's written authorization. Any connection to Owner's utilities shall be separately metered upon direction from Owner to allow for proper allocation of utility costs. Temporary meters shall be removed upon completion of the Work with Owner's written approval.

30 EMERGENCIES

- 30.1 In case of an emergency which threatens loss or injury of property, and/or safety of life, CMAR shall act in a diligent manner, without previous instructions from Owner. CMAR shall notify Owner immediately. The amount of reimbursement claimed by CMAR on account of any emergency action shall be determined in the manner provided herein for other claims.
- 30.2 CMAR shall maintain a current emergency telephone number list at the job site. The list shall include telephone numbers for responsible individuals that can be contacted after normal working hours in the event of an emergency.

31 CONSTRUCTION SCHEDULE

- 31.1 Unless sooner requested by Owner, CMAR shall prepare and submit a construction schedule which is acceptable to Owner within fourteen (14) Calendar Days after the effective date of the Agreement. The schedule shall not exceed the Contract Time, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- 31.2 The construction schedule shall be organized to show progress for each trade or operation. At a minimum, the schedule shall show the order in which CMAR proposes to perform Work, and the proposed starting and completion dates for each activity. Activities which define critical portions of the Work shall be identified on the schedule. To the fullest extent permitted by law, failure by CMAR to provide and maintain an adequate construction schedule shall be justification for Owner to withhold approval or reduce the amount of progress payments.
- 31.3 The construction schedule shall include each of the scheduling line items listed in the Mechanical Systems Commissioning specification.
- 31.4 For projects with a Contract Amount of ten million dollars (\$10,000,000) or greater, CMAR shall use Owner -approved software, in the version current as of the execution date of the Agreement, 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, CMAR shall provide prompt responses to any questions regarding reasons or causes for changes to the construction schedule.
- 31.5 For projects with a Contract Amount of ten million dollars (\$10,000,000) or greater, CMAR shall coordinate and attend a Schedule Coordination Meeting. The meeting shall include appropriate representatives from CMAR and Owner and shall include review and discussion of all scheduling requirements and/or concerns. The Schedule Coordination Meeting shall take place as soon as possible after Owner has issued the Purchase Order.
- 31.6 CMAR shall submit a current/updated construction schedule with each Request for Payment.
- 31.7 In the event of any failure to adhere to the construction schedule CMAR shall, within seven (7) days of written notice from Owner, provide a recovery schedule for review by Owner and Architect. The recovery schedule shall identify how CMAR proposes, at CMAR's sole expense, to overcome the associated delays and complete the Work within the Contract Time. Such notice from Owner shall not constitute either actual or implied direction for CMAR to accelerate the Work.

32 TAXES, PERMITS, FEES AND NOTICES

- 32.1 CMAR shall pay all federal, state and local sales, consumer, use, and other taxes, levies, duties and assessments required by applicable law. CMAR shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work, including without limitation dust control permits. CMAR shall not be required to pay for a municipal or county building permit, or permanent utility connection fees.
- 32.2 Except for permits and fees which are the responsibility of CMAR under the Contract Documents, Owner shall secure and pay for easements and utility connection fees for permanent structures or for permanent changes in existing facilities.
- 32.3 CMAR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the Work and Owner. If CMAR observes that any of the Contract Documents are at variance therewith, it shall promptly notify Owner and/or Architect. If CMAR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

33 SITE ACCESS

- 33.1 **OWNER'S ACCESS.** OWNER, Architect, and their respective representatives shall at all times have access to the Work whenever it is in preparation or progress, and CMAR shall provide proper equipment and facilities for such access and inspection. If any Work is required to be tested or approved, CMAR shall give Owner timely notice of its readiness for inspection. Neither the observations of Owner or Architect in the administration of the Agreement, nor any inspections, tests, or approvals shall relieve CMAR from its obligation to perform the Work in accordance with the Contract Documents.
- 33.2 **ACCESS ROADS.** CMAR shall be required to use designated access roads as directed by Owner, and these roads shall be kept passable at all times. CMAR shall be entirely responsible for any damage to roads, trees, shrubs, gates, fences, grass, curbs, gutters, and driveways due to construction usage. All damaged portions shall be restored to the same condition as existed before the commencement of the Work. Dirt roads shall be periodically sprinkled with water when dust conditions create an onsite or offsite hazard or nuisance to workers, neighboring properties, or the public in general.

34 TOILET FACILITIES

CMAR shall provide and maintain in a clean and sanitary condition in a weatherproof building, satisfactory toilet accommodations for all workers. 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.

35 PATENTS AND ROYALTIES

CMAR shall hold and save Owner and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by Owner, unless otherwise specifically stipulated in the Contract Documents. If CMAR uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with Owner of such patented or copyrighted design, device or material. CMAR acknowledges that without exception, the Contract Amount includes all royalties or costs arising from and the use of such design device or materials, in any way involved in the Work.

36 SURVEYS AND SUBSURFACE CONDITIONS

- 36.1 **SURVEYS.** Owner shall furnish site surveys describing the topography and physical characteristics, legal limits, and utility locations for the Project site. Unless otherwise expressly provided for in the Contract Documents, however, CMAR shall furnish and pay for all other surveys necessary to its execution of the Work or required by the Contract Documents.
- 36.2 **EXISTING CONDITIONS.** It is CMAR's responsibility to ascertain any existing conditions that may affect the cost of the proposed Work which could have been discovered by reasonable examination of the site.
- 36.2.1 No additional costs or additional time shall be allowed to CMAR for existing conditions which could have been discovered by reasonable examination of the site.
- 36.2.2 Existing improvements visible at the job site, for which no specific disposition is made in the Contract Documents, but which could reasonably be assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by CMAR at no additional cost to Owner, after written notification is given to Owner and Owner provides written notice for such removal and disposal.
- 36.2.3 Any geotechnical report issued with the Contract Documents is provided for CMAR's information and is not a Contract Document. Owner does not guarantee the accuracy or completeness of the report and shall not be liable for any additional work, cost or time based upon the geotechnical report. CMAR assumes all responsibility for any conclusions reached by CMAR based on the geotechnical report.
- 36.3 **SUBSURFACE CONDITIONS.** Should CMAR encounter subsurface or latent conditions at the site materially differing from those indicated in the Contract Documents, it shall immediately give notice to Owner and/or Architect of such conditions before they are disturbed. Architect will promptly investigate the conditions, and if it finds that they materially differ, Architect will, after consultation with Owner, make such changes in the Contract Documents as necessary. Any increase or decrease in cost resulting from such changes will be adjusted by Change Order. CMAR shall perform all work in strict conformance with the current "Call Before You Dig" program.
- 36.4 **ARCHAEOLOGICAL FINDINGS.** Any historic, prehistoric, or archeological evidence discovered on the site shall remain undisturbed, be reported immediately to, and remain the property of Owner.

37 MATERIALS TESTING

- 37.1 Testing of construction materials delivered to the job site shall be carried out by Owner unless otherwise required in the Contract Documents. Owner shall select the testing laboratory or inspection agency to carry out this work. The purpose

of such testing is to verify conformity of materials and/or equipment with the Specifications. Where tests indicate conformity, costs of testing will be paid by Owner; where tests indicate non-conformance, costs of re-testing will be paid by CMAR.

- 37.2 If concrete mix design, batch plant inspection or any other special inspection or testing requirements are established by any of the Contract Documents, conduct of and payment for such work shall be as specifically stated therein. If the manner of payment is not specified or if there is no mention of such inspection or testing in the Contract Documents, but such inspection is judged necessary by Owner, then Owner shall pay the cost thereof. CMAR shall cooperate toward minimizing the cost of such inspection and testing.
- 37.3 All testing and inspection carried out by Owner is for the benefit of Owner and not CMAR. Lack of performance or failure on the part of any testing laboratory or inspection agency retained by Owner shall not relieve CMAR of the responsibility to complete the Work in accordance with the Contract Documents.

38 OPERATING AND MAINTENANCE MANUALS

Upon Substantial Completion of the Project, CMAR shall submit to Owner a draft of all approved operating and maintenance instructions for all equipment and surfaces. CMAR shall furnish to Owner electronic copies, in PDF or equivalent format, of all approved Operating and Maintenance (O&M) Manuals. O&M Manuals shall be submitted with indexes and labeling as required for all appropriate sections. Where electronic copies of the manuals are not available except by scanning, submission of indexed, labeled, printed copies is acceptable.

39 CORRECTION OF WORK

- 39.1 If any work should be covered prior to a specified or requested inspection, CMAR shall uncover the work for observation and shall replace same at no cost to Owner. If any work has been covered which Owner or Architect has not specifically requested to observe prior to being covered, Owner may request to see such work and it shall be uncovered by CMAR. If the uncovered work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If the uncovered work is not in accordance with the Contract Documents, CMAR shall pay such costs.
- 39.2 CMAR shall promptly correct all work rejected by Owner as defective or as failing to conform to the Contract Documents, whether observed before or after Final Completion, and whether or not fabricated, installed, or completed. CMAR shall bear all costs of correcting such rejected work, including the cost for additional services of Architect when applicable. CMAR shall bear the cost of making good all work of separate contractors destroyed or damaged by removal or correction.
- 39.3 If CMAR does not remove defective or non-conforming work within a reasonable time, Owner may, at CMAR's expense, remove it and may store the materials or equipment. If CMAR does not pay the cost of such removal and storage within ten (10) Calendar Days thereafter, Owner may upon ten (10) additional Calendar Days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs that should have been borne by CMAR including compensation for additional professional services. If such proceeds of sale do not cover all costs which CMAR should have borne, the difference shall be charged to CMAR and an appropriate Change Order shall be issued. If the payments then or thereafter due CMAR are not sufficient to cover such amount CMAR shall pay the difference to Owner.
- 39.4 If Owner prefers to accept defective or non-conforming work, it may do so instead of requiring removal or correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid to Owner by CMAR.
- 39.5 All damage or loss to any property caused in whole or in part by CMAR, any Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by CMAR, except and only to the extent such damage or loss is attributable to errors and/or omissions in the Drawings or Specifications.

40 SUBCONTRACTORS

- 40.1 "Subcontractor" means any person or organization who has a direct contract with CMAR to perform any of the Work or supply any materials or equipment to the Project.
- 40.2 CMAR BIDDING PROCEDURES
 - 40.2.1 Owner Oversight of CMAR Bidding Procedures
 - 40.2.1.1 CMAR shall coordinate with, document, and disclose to Owner all qualification, bidding, and contracting procedures utilized in assessing, negotiating with, and contracting with subcontractors as required by the Contract Documents and applicable law, including without limitation NRS 338.16991, NRS 338.16995, and NAC Chapter 338.

- 40.2.1.2 CMAR shall coordinate with Owner and Owner shall attend all bid openings.
- 40.2.1.3 CMAR shall obtain a minimum of three (3) bids on all items of work unless a lesser number of bids is deemed acceptable and is pre-approved by Owner in writing.
- 40.2.1.4 If CMAR has pre-qualified at least three (3) subcontractors for a particular trade and then receives less than three (3) bids, CMAR shall not open the associated bids until CMAR obtains written direction from Owner regarding how to proceed.
- 40.2.1.5 Immediately following opening subcontractor bids CMAR shall provide Owner with copies of all subcontractor bids along with a list of all subcontractors that submitted bids. This list shall include at minimum the contact information for the subcontractor, the associated trade, any exclusions, any stipulations, and the bid amount.
- 40.2.1.6 CMAR shall demonstrate to the satisfaction of Owner that it has adequate previous experience on any work that CMAR intends to self-perform and shall also provide evidence that its proposed cost for such work is lower than the other bids received for that work.

40.2.2 CMAR Pre-Qualification of Subcontractors

- 40.2.2.1 CMAR shall pre-qualify all subcontractors whose estimated subcontract value is one percent (1%) or more of the total estimated cost of construction or fifty thousand dollars (\$50,000), whichever is greater, in compliance with all requirements of Section 41.2.1 above, and applicable law, including without limitation NRS 338.16991, NRS 338.16995, and NAC Chapter 338. Advertisement for applications for subcontractor qualifications must comply with NRS 338.1385(1). When pre-qualifying a subcontractor CMAR shall consider and utilize only the criteria listed in NRS 338.16991 and NAC Chapter 338.
- 40.2.2.2 CMAR shall ensure that all subcontractors, regardless of the value of their portion of the work, have and maintain a State of Nevada Contractor's license in good standing for the entire duration of the Work, have a valid Nevada business license as required under NRS 338.072, and are not disqualified pursuant to NRS 338.1382.
- 40.2.2.3 Prior to advertisement for subcontractor qualifications CMAR shall provide Owner with a copy of the subcontractor pre-qualification application for review and approval.
- 40.2.2.4 CMAR shall maintain a record of all documents generated and received in connection with the pre-qualification of subcontractors.
- 40.2.2.5 CMAR shall pre-qualify at least three (3) subcontractors for each category of work unless Owner issues written authorization to pre-qualify less than three (3) subcontractors for a specific scope of work.

40.2.3 CMAR Requests for Subcontractor Proposals

- 40.2.3.1 CMAR's requests for proposals from subcontractors whose estimated subcontract value is one percent (1%) or more of the total estimated cost of construction or fifty thousand dollars (\$50,000), whichever is greater, shall comply with all requirements of Section 42.1 and applicable law, including without limitation NRS 338.16991, NRS 338.16995, and NAC Chapter 338.
- 40.2.3.2 Prior to issuance of CMAR's request for subcontractor proposals CMAR shall provide to Owner for review and approval a copy of the request, including the form that the subcontractors must use when submitting their proposals, along with all associated instructions.
- 40.2.3.3 Prior to opening any subcontractor bid, CMAR shall confirm the following:
 - The subcontractor is pre-qualified for the trade and/or scope of work that the proposal applies to,
 - The subcontractor attended the pre-proposal meeting, if one was held, and
 - The proposal was submitted on the form provided by CMAR in the request for subcontractor proposals.

- 40.3 After submitting the required subcontractor information to Owner, CMAR shall not contract with any other Subcontractor nor substitute Subcontractors except as provided in NRS 338.16995(13) and then only with the prior written approval of Owner. If CMAR changes Subcontractors without complying with NRS 338.16995(13), CMAR shall forfeit, as a penalty to Owner, the amount stated in NRS 338.16995(14).

- 40.4 Should CMAR decide for any reason to substitute a Subcontractor for work that CMAR listed to be self-performed, CMAR shall provide a written explanation of why the Subcontractor was not utilized in the original list and why the substitution is in the best interest of Owner. Owner reserves the right to either approve or deny such requests, provided however that if Owner approves such request, CMAR shall forfeit, as a penalty to Owner, the amount stated in NRS 338.16995(15).
- 40.5 If Owner has a reasonable objection to any Subcontractor, and requests in writing a change in Subcontractors, CMAR shall submit an acceptable substitute, and the Contract Amount shall be increased or decreased by any reasonable costs directly caused by such substitution.
- 40.6 CMAR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to CMAR by the terms of the Contract Documents. These provisions shall include, but shall not be limited to, the following:
- 40.6.1 Require that all work be performed in accordance with the requirements of the Contract Documents and be guaranteed unconditionally for the duration of the Warranty Period.
 - 40.6.2 Require work to be done in accordance with a construction schedule that will ensure completion within the Contract Time.
 - 40.6.3 Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to CMAR in the manner provided in the Contract Documents for like claims by CMAR upon Owner.
- 40.7 CMAR 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 CMAR on account of each Subcontractor's work. CMAR shall also require each Subcontractor to make similar payments to its Sub-subcontractors.
- 40.8 CMAR shall be responsible for the proper distribution of all insurance recoveries resulting from an insured loss under this Agreement.
- 40.9 Owner may upon request, furnish to any Subcontractor information regarding payments to CMAR on account of work done by such Subcontractor.
- 40.10 CMAR shall be as fully responsible to Owner for the acts and omissions of 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 CMAR. If, through acts of neglect on the part of CMAR, any Subcontractor shall suffer loss or damage on the Work CMAR agrees to settle with such Subcontractor by agreement if such Subcontractor will so settle. If such Subcontractor shall assert any claim against Owner on account of any damage alleged to have been sustained, Owner shall notify CMAR, who shall indemnify, defend and save harmless Owner against any such claim.
- 40.11 CMAR agrees that it will indemnify, defend and save Owner harmless from all claims arising out of the lawful demands of Subcontractors, workers, and suppliers. If CMAR fails to make appropriate payments to any Subcontractor, worker, or supplier, then Owner may either pay unpaid bills or withhold from CMAR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged, but in no event shall the provisions of this paragraph be construed to impose any obligations upon Owner to either CMAR or Surety. In paying any unpaid bills of CMAR, Owner shall be deemed the agent of CMAR, and any payment so made by Owner shall be considered as a payment made under the Agreement by Owner to CMAR, and Owner shall not be liable to CMAR for any such payment made in good faith.
- 40.12 Neither Owner nor Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor, except as may otherwise be required by law.

41 JOB SAFETY

- 41.1 CMAR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. All work shall be performed in strict accordance with the most current edition of the State of Nevada Occupational Safety and Health Standards. CMAR shall comply with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss.
- 41.2 Owner may direct CMAR to stop any unsafe work, any non-complying work, and/or any work that presents a life-safety concern. CMAR shall not be entitled to any compensation or to any additional time for such work stoppage.
- 41.3 CMAR shall take necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

- All employees on the Project and all other persons who may be affected thereby;
- All of the Work, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including landscaping, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

41.4 CMAR shall be responsible for reporting all hazards to all Subcontractors in all trades throughout the Project. This reporting shall be done in advance of potential exposure to known hazards, and immediately following the discovery of any unforeseen hazards.

41.5 As per the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (1910.1200 and 1926.59 HCP), CMAR must submit Safety Data Sheets (SDSs) for all products used for projects on Owner properties. CMAR must also submit a Written Hazard Communication and Safety Program. This Program must include but may not be limited to:

- The method to be used in providing Owner with copies of the SDSs for each chemical used on the job site prior to such usage;
- Maintenance on the job site of copies of the SDSs for each chemical used;
- Methods to be used to inform Owner of any precautionary measures which need to be taken by Owner's employees;
- Methods to inform Owner of the labeling system being used on the job site;
- Methods CMAR will use to provide other employers on-site access to SDS for each hazardous chemical the other employer(s) may be exposed to while working;
- Methods CMAR will use to inform the other employer(s) of any precautionary measures that need to be taken to protect employees during the workplace's normal operation conditions and in foreseeable emergencies;
- Methods CMAR will use to inform the other employer(s) of the labeling system used in the workplace.

CMAR shall make their Written Hazard Communication Program available, upon request, in accordance with 29 CFR 1910.1020(e). Additionally, the documents referenced in this Section are to be submitted by CMAR to the following locations:

UMC Plant Operations
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102

UMC Risk Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102

These documents will be retained for permanent record and used for subsequent projects when applicable. Failure to provide this information within seven (7) Calendar Days after the effective date of the Agreement will result in forfeiture of the bid guarantee and the Agreement may be awarded to the next low, responsible bidder.

41.6 If hot work is performed on the Project, CMAR shall supply Owner with a hot work permit.

41.6.1 CMAR shall cover, guard, or remove to a distance of thirty-five (35) feet all flammable and combustible materials prior to the commencement of hot work operations. CMAR shall provide a fire watch to continuously oversee the hot work area during and at least thirty (30) minutes after hot work operations. CMAR shall supply the fire watch with fire-fighting equipment (e.g., a fire extinguisher) suitable for the hot work operations. Upon completion of hot work operations, CMAR shall submit completed hot work permit(s) to the Owner's Project Manager.

41.6.2 Indoor air quality must be maintained through local ventilation when performing hot work or using offensive chemicals. Complaints about indoor air quality must be immediately addressed and remedied.

41.7 CMAR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CMAR's Superintendent unless otherwise designated in writing by CMAR to Owner. In any emergency affecting the safety of persons or property, CMAR shall act, at its discretion, to prevent threatened damage, injury, or loss. CMAR shall be responsible for the safe operation of all equipment, for utilizing safe construction methods, and for any damage which may result from failure or from improper construction, maintenance, or operation.

41.8 CMAR shall securely fence, barricade, cover, or otherwise adequately protect all excavations, holes, shafts, elevated platforms, slabs and decks, or other hazards to guard against danger to persons or animals and shall properly maintain such protection until the completion of the Project. CMAR shall periodically sprinkle the construction site with water to prevent or control blowing dust when conditions present a hazard or nuisance to workmen, neighboring properties or the public.

41.9 CMAR will be responsible for obtaining all necessary bulk material surveys prior to commencement of contract work activities. CMAR will file all appropriate asbestos survey and reporting documents with the state and Clark County Board of Health authorities (as per 40 CFR 61.145(b)) and will be responsible for all related filing fees regardless of whether the bulk material survey is performed by CMAR or others. Copies of all filed materials must be submitted to Owner.

- 41.10 Should asbestos-containing materials be discovered during CMAR's survey, one (1) of the following options will be chosen at Owner's discretion:
- 41.10.1 Owner will remove detected asbestos using Owner personnel;
 - 41.10.2 Owner will initiate a contract with an asbestos abatement contractor; or
 - 41.10.3 Owner will issue a Change Order to the existing Agreement to cover CMAR's expenses in removing the material.
- 41.11 Should CMAR remove asbestos from Owner's property, work must be in accordance with all local, county, state and federal laws and guidelines. CMAR shall make every effort to minimize the unintentional disturbance of asbestos-containing material on Work performed under this Agreement.
- 41.12 CMAR hereby represents and warrants that all materials used on this Project shall be asbestos free. CMAR shall provide Owner with written documentation verifying its compliance with this representation and warranty. A manufacturer's product Safety Data Sheet (SDS) can be considered as adequate for these purposes provided that the document identifies greater than ninety-nine percent (99%) of the material's composition. Lacking such manufacturer's documentation, documented analysis of a representative sample of the product by an accredited laboratory may be substituted.

42 SITE MANAGEMENT AND CLEAN UP PROCEDURES

- 42.1 CMAR shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the Project site. CMAR shall at all times keep the site and the Work free from accumulation of waste materials and rubbish resulting from its operations.
- 42.2 CMAR may be required by Owner to develop and implement a storm water pollution prevention plan complying with the most current version of the federal Environmental Protection Agency Construction General Permit, or with applicable state or local storm water pollution prevention requirements, whichever is more stringent.
- 42.3 Upon completion of the Work CMAR shall remove all waste materials, rubbish, tools, construction equipment and machinery, and surplus materials from the Project site. CMAR shall clean all surfaces and leave the Work in a finished, cleaned, washed, waxed, and polished condition. The aforementioned cleanup requirements are also specifically applicable to all mechanical equipment and to all mechanical equipment rooms.
- 42.4 CMAR is solely responsible to contain all materials and debris at the Project site. When CMAR's acts or omissions on the Project Site, including without limitation the failure to properly store or secure materials, causes materials or debris to accumulate on adjacent property, CMAR shall promptly remove the same and restore the adjacent property to its condition prior to the accumulation. Notwithstanding the same, CMAR shall not enter upon any adjacent property not owned by Owner without first obtaining permission from the owner thereof.

43 WARRANTY

- 43.1 CMAR and Surety shall fully and unconditionally warrant and guarantee all materials, equipment, and service against poor and inferior quality or workmanship for the duration of the Warranty Period. CMAR and Surety shall further fully and unconditionally warrant and guarantee all workmanship and materials of the entire Agreement to be and remain free of defects for the duration of the Warranty Period.
- 43.2 CMAR shall fully and unconditionally warrant and guarantee the workmanship and materials of the entire Agreement to be and remain free of defects in workmanship and materials for the duration of the Warranty Period. All guarantees called for in the Specifications shall be on the State's Standard Guarantee Form. All guarantees shall be signed by CMAR and the applicable Subcontractor(s) and submitted to Owner. CMAR shall deliver all equipment warranties to Owner as a condition to final payment.
- 43.3 Each Subcontractor shall fully and unconditionally warrant and guarantee the workmanship and materials of its portion of the Agreement to be free and remain free of defects in workmanship and materials for the duration of the Warranty Period. Such guarantees shall be signed by the Subcontractor and shall be countersigned by CMAR who shall be responsible for the entire Work.
- 43.4 As used in this Section 44, unless a longer period is specified in the Contract Documents, the "Warranty Period" shall equal one (1) year from the later of the date (a) of Substantial Completion; (b) on which the warranted or guaranteed material, equipment, service, or Work was fully and satisfactorily installed or performed; or (c) on which defective or non-conforming Work is corrected and passes final inspection.
- 43.5 Time is of the essence. CMAR and Surety shall repair, replace, and/or correct any inoperable or defective materials, equipment, or work warranted or guaranteed herein in a timely manner.

- 43.6 CMAR shall fully and unconditionally warrant and guarantee the quality and workmanship of all materials, equipment, and Work repaired, replaced, and/or corrected during the Warranty Period for an additional period of not less than one (1) year from the date of such repair, replacement, and/or correction.
- 43.7 The obligations of CMAR herein shall be in addition to and not in limitation of any obligation imposed upon it by special guarantees required by the Contract Documents or otherwise prescribed by law.
- 43.8 CMAR (and requested Subcontractors) shall attend a warranty inspection during the year following Project completion. The inspection will be scheduled by Owner for a date approximately eleven (11) months after Substantial Completion. CMAR shall take immediate action to remedy, at no cost to Owner, all warranty items identified during the inspection.
- 43.9 If applicable to the Project under Section 29.9 above, CMAR shall ensure that all employees performing repair, replacement, and/or correction work during the Warranty Period are paid prevailing wages in accordance with NRS 338.020 et seq. With respect to such warranty work, if the payment of prevailing wages is required, CMAR and each Subcontractor shall, in lieu of the certified payroll reports required under NRS 338.070 and Section 29.9.7 above, provide Owner with a signed certification meeting the requirements of the Nevada Labor Commissioner's November 30, 2021 *Advisory Opinion – Certified Payroll Requirements for Warranty Work/Punch List Work*.

44 CMAR - RECORD DRAWINGS

CMAR shall provide and maintain at the Project site, one (1) copy of all Contract Documents, in good order and marked to show clearly all changes and "as-built" conditions. CMAR and Subcontractors shall indicate daily on these documents all "as-built" conditions and revisions due to substitutions, field changes and Change Orders. The location of all concealed piping, conduit, fixtures, pull boxes, etc., shall be dimensioned on these documents. Upon completion or termination of the Work, this set of documents shall be given to Architect for utilization in preparation of Record Drawings. Progress payments may be withheld in the event that as-built drawings are not current at the time of the Request for Payment.

45 REQUIREMENTS PRIOR TO START OF WORK

CMAR agrees to provide the following documents within five (5) Normal Working Days of any request from Owner therefor:

- Written Hazard Communication & Safety Program;
- Material Safety Data Sheets;
- Proof of General Liability Certificate;
- Proof of Worker's Compensation (SIIS) Insurance;
- Performance and Payment Bonds;
- Verification that all materials used on campus are asbestos free;
- Copies of all filed asbestos surveys and reporting documents.

NO WORK IS TO BEGIN UNTIL ALL OF THESE DOCUMENTS HAVE BEEN SUBMITTED AND ACCEPTED BY OWNER.

46 INSPECTION

- 46.1 Owner shall be permitted to inspect the Work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work of CMAR and Subcontractors. Such inspection by Owner shall not be considered a warranty as to the fitness or acceptability of the Work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work, and shall not relieve CMAR or any Subcontractors of their obligations or duties under the Contract Documents.
- 46.2 CMAR will be charged for extra inspection services when (a) any work requiring inspection is performed during time periods other than a Normal Working Day, or (b) re-inspections are required due to a prior failed inspection. Charges for extra inspection services hereunder will be processed as deductive Change Order items. The necessity for extra inspection services outside of Normal Working Days will be determined by Owner.
- 46.3 Owner will not be responsible for the acts or omissions of CMAR or any Subcontractor, or any of their respective agents or employees, or any other persons performing any of the Work.
- 46.4 CMAR shall provide the Owner with a minimum twenty-four (24) hour written notice of all desired inspections.
- 46.5 If CMAR fails to correct work which is not in accordance with the Contract Documents or fails to carry out work in accordance with the Contract Documents, Owner, by written notice, may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 46.6 Owner reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from the excavation and from other operations connected with the Work. Unless otherwise specified in the technical specifications, neither CMAR nor any Subcontractor shall have the right, title, or interest in or to any such materials.

CMAR with the approval of Owner may use in the Work without charge any such materials which meet the requirements of the Specifications and Drawings.

47 ARCHITECT

- 47.1 All references to the "Architect" shall mean the person or organization responsible for the design of the Project and the preparation of the Drawings and Specifications. For Projects where there is no such person or organization, all references to the "Architect" shall mean Owner. In case of termination of the employment of Architect, Owner shall appoint replacements whose status under the Contract Documents shall be that of the former Architect.
- 47.2 Architect shall provide construction administration services for the duration of the Project. When Architect is other than Owner, it will advise and consult with Owner for the duration of the Project.
- 47.3 Architect will be the interpreter of the Drawings and Specifications. Architect will, within a reasonable time, render such interpretations as may be necessary for proper execution of the Work. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings, and all interpretations and decisions by Architect shall be consistent with the intent of the Contract Documents.
- 47.4 Architect will make periodic visits to the site to keep familiarized with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents.
- 47.5 Architect will review Shop Drawings and samples as required in the Contract Documents.
- 47.6 Architect will not be responsible for the acts or omissions of CMAR or any Subcontractor, or any of their respective agents or employees, or any other persons performing any of the Work.
- 47.7 Based upon site observations and CMAR's Requests for Payment, Architect will review and approve the amounts claimed by CMAR.
- 47.8 Architect will have authority to reject work which does not conform to the Contract Documents.
- 47.9 Architect will prepare Change Orders for review and approval by Owner.
- 47.10 Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

48 PAYMENTS

- 48.1 SCHEDULE OF VALUES. Within fourteen (14) Calendar Days after the issuance of the Notice to Proceed (or the Purchase Order if no separate Notice to Proceed is issued), CMAR shall submit to Owner and Architect a schedule of values of the various portions of the Work, aggregating to the total Contract Amount, 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 Request for Payment. The scheduled costs shall be itemized in accordance with the breakdown listed in CMAR GMP Proposal and according to the list of defined components included in Section 49.3.
- 48.2 INVOICES. All payment requests and invoices must reference the Purchase Order Number and the Project Number. Submit the invoice via email to: umc_ap@umcsn.com, or as such other email address as Owner may provide. If CMAR cannot email an invoice, it must be mailed to:
 - University Medical Center of Southern
Nevada
 - Attn: Accounts Payable
 - 1800 W. Charleston Blvd. Las
Vegas, Nevada 89102

48.3 PAYMENT TERMS AND DEFINITIONS

- 48.3.1 The "Cost of the Work" includes the following:
 - 48.3.1.1 The cost of all materials, supplies, and equipment incorporated into the Work.
 - 48.3.1.2 All costs directly incurred in performance of the Work, including costs which are reasonably inferable from the Contract Documents as being necessary to produce the finished construction as described in the Contract Documents, excluding costs covered under CMAR's General Conditions and CMAR's Fee.
 - 48.3.1.3 Wages paid for labor in the direct employ of CMAR in the performance of the Work.
 - 48.3.1.4 All payments made by CMAR to Subcontractors for Work performed under the Agreement.

- 48.3.1.5 The cost of insurance and bonding as stipulated in Sections 20 and 21 above.
 - 48.3.1.6 The cost of all required inspections, permits, fees, licenses, testing, transportation, storage, and handling pertaining to performance of the Work.
 - 48.3.1.7 The cost of sales, use, gross receipts, or other taxes, tariffs, or duties pertaining to performance of the Work.
 - 48.3.1.8 Rental charges for all necessary machinery and equipment used in performance of the Work, whether rented from CMAR or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs, at rates consistent with those prevailing in the area.
- 48.3.2 The "CMAR's General Conditions" includes the following:
- 48.3.2.1 CMAR's General Conditions shall be thoroughly itemized and documented. A current detailed itemization shall be submitted to Owner along with each Request for Payment. The lump sum amount for CMAR's General Conditions shall be billed in equal monthly payments based on the total Contract Time.
 - 48.3.2.2 Salaries for CMAR's superintendent, foreman, project manager, project engineer, project coordinator, project estimator, and project scheduler.
 - 48.3.2.3 Salaries for employees that are stationed at the field office, in whatever capacity employed, and employees engaged on the road expediting the production or transportation of materials and/or equipment.
 - 48.3.2.4 Salaries for CMAR's employees stationed in CMAR's principal or branch offices, while those employees are performing functions related to the Work.
 - 48.3.2.5 The cost of all employee benefits and taxes including, but not limited to, unemployment compensation, workers compensation insurance, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under CMAR's standard personnel policy, insofar as such costs are actually paid to employees of CMAR who are engaged in the Work.
 - 48.3.2.6 Reasonable transportation, travel, meals, and hotel expenses for CMAR's personnel incurred in connection with the Work.
 - 48.3.2.7 The cost (including transportation and maintenance) of all materials, supplies, equipment, and temporary facilities that are used or consumed in performance of the Work.
 - 48.3.2.8 The cost of all small tools not owned by workers.
 - 48.3.2.9 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the specified field office(s).
 - 48.3.2.10 All costs for reproduction, photographs, fax transmissions, long distance telephone calls, data processing services, postage, express delivery charges, onsite telephone service, and reasonable petty cash expenses at CMAR's field office.
 - 48.3.2.11 All temporary water, power, and fuel costs necessary for the Work.
 - 48.3.2.12 All costs for removal of any generated hazardous and non-hazardous substances, debris, and waste materials.
 - 48.3.2.13 All costs related to CMAR's safety program.
- 48.3.3 The "CMAR's Fee" includes the following:
- 48.3.3.1 Salaries for incidental employees that are performing work pertaining to the Project at CMAR's principal and branch offices, except any employees that are included in CMAR's General Conditions.
 - 48.3.3.2 General and administrative expenses for CMAR's principal and branch offices pertaining to performance of the Work. Specifically excluded are general and administrative expenses for CMAR's field office.
 - 48.3.3.3 CMAR's capital expenses, including interest on any of CMAR's capital that is employed for the Work.
 - 48.3.3.4 CMAR's profit.

48.3.4 CMAR's Contingency

48.3.4.1 The "CMAR's Contingency" is an approved amount that may be utilized by CMAR, with Owner's approval of supporting documentation, to cover the Cost of the Work described in the Contract Documents, to cover the cost of CMAR's General Conditions, and/or work required by building officials and local utility providers to satisfy local conditions, laws, or regulations under which the work is to be performed.

48.3.4.2 CMAR's Contingency is not available and shall not be utilized for any of the following:

- Payment of liquidated damages, reimbursement of Owner's additional consultants' services due to CMAR's deficient or delayed performance or defective Work, back charges issued by Owner, or damages sustained by Owner attributable to CMAR.
- Any costs incurred by CMAR (including, without limitation, legal and expert fees and any other mediation or litigation expenses) due to disputes between (a) CMAR and Owner, or (b) CMAR and any subcontractor or supplier at any tier.
- Any costs that are recovered by CMAR from insurance, Subcontractors, or from any other source.
- Overruns in CMAR's General Conditions except when authorized by Owner pursuant to Section 27.5.
- Costs directly attributable to and part of CMAR's self-performed work as identified in CMAR's GMP Proposal.

48.3.4.3 Costs that are determined to be over the budgeted Cost of the Work and/or CMAR's General Conditions as identified in CMAR's Guaranteed Maximum Price shall be paid for from CMAR's Contingency.

48.3.4.4 Decreases in the budgeted Cost of the Work and/or CMAR's General Conditions as identified in CMAR's Guaranteed Maximum Price shall transfer to CMAR's Contingency.

48.3.4.5 Expenditures from CMAR's Contingency shall be thoroughly itemized and documented. A current detailed itemization shall be submitted to Owner along with each Request for Payment.

48.3.4.6 Any portion of CMAR's Contingency that remains when the Work is completed shall be retained solely by Owner.

48.3.5 OWNER'S CONTINGENCY. Owner's Contingency belongs solely to Owner for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of Owner's Contingency that remains when the Work is completed belongs to Owner.

48.4 PROGRESS PAYMENTS

48.4.1 Each Request for Payment shall correctly set forth the value of all Work satisfactorily performed to date. Owner may pay the invoiced value of materials properly stored on site or in approved, bonded, and insured warehouses. In no event, however, will CMAR be paid more than the listed value of each portion of the Work until the Project has been completed.

48.4.2 If payment is requested for materials or equipment not incorporated, but delivered and suitably stored at the site or at a bonded and insured warehouse previously approved by Owner, such payment shall be conditioned upon submission by CMAR of bills of sale, satisfactory to Owner, to establish Owner's title to such materials or equipment, or otherwise protect Owner's interest, including applicable insurance and transportation to the site.

48.4.3 CMAR shall warrant and guarantee that title to all work, materials, and equipment covered by a Request for Payment, whether incorporated into the Project or not, will have passed to Owner prior to the making of the Request for Payment, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials, or equipment covered by a Request for Payment will have been acquired by CMAR, or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein, or an encumbrance thereon is retained by the seller or otherwise imposed by CMAR or such other person. This provision shall not be construed to relieve CMAR of sole responsibility for the care and protection of the materials and of the Work, and to make restoration of damaged work, or as a waiver of the right of Owner to require the fulfillment of all terms of the Contract Documents.

48.4.4 Except as provided below, Owner shall make payment to CMAR within thirty (30) Calendar Days of Owner's receipt of a properly submitted Request for Payment accompanied by all supporting documentation

required by the Contract Documents.

- 48.4.5 Owner or Architect may decline to approve any Request for Payment in whole or in part, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of a Request for Payment previously issued to such extent as may be necessary to protect Owner from loss because of:
- Defective work not remedied;
 - Claims filed or reasonable evidence indicating probable filing of claims;
 - Failure of CMAR to make payment properly to Subcontractors or for any labor, materials or equipment;
 - Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
 - Damage to another contractor;
 - Reasonable indication that the Work will not be completed within the Contract Time;
 - Unsatisfactory execution of the Work by CMAR; or
 - Any other failure of CMAR to comply with the Contract Documents or any applicable building code, law, or regulation.
- 48.4.6 In the event Owner or Architect declines to approve any Request for Payment in whole or in part for any of the reasons stated above, Owner or Architect shall, within twenty (20) Calendar Days of Owner's receipt of a properly submitted Request for Payment, give written notice to CMAR (a) setting forth the amount of the Request for Payment that will be withheld, (b) containing a reasonably detailed explanation of the reason Owner will withhold that amount, including, without limitation, a specific reference to the provision or section of the Contract Documents, or the applicable building code, law, or regulation with which CMAR has failed to comply, and (c) signed by Owner's authorized agent.
- 48.4.7 If CMAR provides Owner or Architect with a written notice of the correction of the condition that is the reason for the withholding, signed by an authorized agent of CMAR, Owner shall, after confirming that the condition has been corrected, pay the undisputed portion of any amount withheld within thirty (30) Calendar Days after Owner receives the next Request for Payment. If Owner or Architect object to the scope or manner of CMAR's correction, within thirty (30) Calendar Days after Owner receives the notice of correction Owner or Architect shall notify CMAR of such objection in writing, setting forth the reason(s) for the objection and Owner may continue to withhold the disputed portion of any payment until the condition is corrected.
- 48.4.8 If Owner should fail to pay CMAR any undisputed amount due under the Contract Documents within thirty (30) Calendar Days after the date the Request for Payment is received by Owner, then CMAR may, after giving Owner seven (7) additional Calendar Days' prior written notice of CMAR's intent to stop Work, give written notice to Owner and stop the Work until payment is received.
- 48.4.9 No payment, nor any partial or entire use or occupancy of the Project by Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 48.5 RETENTION. Owner shall retain from any progress payment otherwise due CMAR an amount equal to five percent (5%) of the Request for Payment provided, however, that when fifty percent (50%) of the Work required by the Agreement has been performed, then the following shall apply:
- 48.5.1 If Owner determines that satisfactory progress is being made in the Work, Owner shall continue to withhold any retainage amount withheld from past Requests for Payment, but shall cease withholding retention on subsequent Requests for Payment provided, however, that Owner reserves the right to reinstate the withholding of retention from subsequent Requests for Payment in the event Owner anytime thereafter determines satisfactory progress is no longer being made;
- 48.5.2 If Owner determines that satisfactory progress is not being made in the Work:
- 49.5.2.1 If Owner does not withhold any amount from CMAR pursuant to NRS 338.525, Owner shall pay to CMAR fifty percent (50%) of the amount of any retainage that was withheld from past Requests for Payment, and the rate of retention withheld from subsequent Requests for Payment shall be reduced to two and one-half percent (2.5%) of the subsequent Request for Payment; or
- 49.5.2.2 If Owner does withhold any amount from CMAR pursuant to NRS 338.525, Owner shall continue to withhold the full amount of any retainage that was withheld from past Requests for Payment, and the rate of retention withheld from subsequent Requests for Payment shall remain at five percent (5%) of the subsequent Request for Payment.
- 48.6 INTEREST ON RETAINAGE. At the end of each quarter, Owner shall pay interest to CMAR on any amounts withheld as retainage during that quarter pursuant to NRS 338.515(6), provided, however, that if the total interest due for a given quarter is

EXHIBIT A



UMC 7 Story Tower Patient Room Remodel

1800 W. Charleston Boulevard, Las Vegas, NV 89102

Guaranteed Maximum Price

Prepared On: January 14, 2026: Revised January 16, 2026

#	Description	Base Price
	GENERAL	\$180,912
GEN1	Laydown Area Parking Lot	\$159,614
GEN3	Onsite Waste Management	\$21,298
	DEMOLITION / OFF-SITE INFRASTRUCTURE	\$947,724
3	Selective Demolition	\$947,724
	INTERIOR FINISHES	\$5,957,423
55	Air Quality Control & Cleaning	\$592,128
56	Doors, Frames, & Hardware	\$1,177,266
59	Casework & Finished Carpentry	\$1,500,739
60	Framing, Drywall, Painting & Sealants	\$1,670,919
62	Acoustical Ceiling Treatments	\$302,895
65	Resilient Flooring	\$646,738
70	Progressive & Final Clean Requirements	\$66,738
	SPECIALTIES	\$1,795,396
74	Toilet, Bath, & Building Accessories	\$1,795,396
	MEP SYSTEMS	\$8,257,818
97	Fire Suppression System	\$99,710
98	Plumbing Systems	\$3,042,262
100	HVAC Systems & Building Controls	\$1,798,732
103	Electrical & Low Voltage Systems	\$3,317,114

Subtotal	\$17,139,274
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RATE	CONTINGENCIES & ALLOWANCES	SUB TOTAL
7.75%	CMAR Contingency	\$1,778,995
5.0%	Owner Contingency	\$1,147,739
LS	Allowance #1 - Honeywell Fire Alarm Scope	\$125,760
LS	Allowance #2 - Asbestos Remediation	\$100,000

Subtotal	\$20,291,768
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RATE	GENERAL CONDITIONS	SUB TOTAL
LS	General Conditions	\$1,476,050

Subtotal	\$21,767,818
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RATE	INSURANCE, BONDS, AND BUILDERS RISK	SUB TOTAL
	General Liability Insurance	\$263,980
	Payment and Performance Bond	\$171,243
	Builders Risk Insurance	\$29,181

Subtotal	\$22,232,222
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RATE	CMAR FEE	SUB TOTAL
3.25%	CORE Construction Fee	\$722,548

Guaranteed Maximum Price Total	\$22,954,770
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EXHIBIT B

Schedule of GMP Allowances, Qualifications and Clarifications

UMC 7 Story Tower Patient Room Remodel

PWP# CL-2025-419

January 14, 2026 – Revised January 16, 2026

Las Vegas, Nevada

The Schedule of GMP Allowances, Qualifications and Clarifications is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Guaranteed Maximum Price (GMP) for the University Medical Center (UMC) 7 Story Tower Patient Room Remodel. The GMP is presented in a ten group, systems format best utilized for analyzing and comparing project costs during design and preconstruction. This GMP is based on CMAR's incorporation of the scope shown on the Contract Documents, per the Enumeration of Documents, and the scope clarifications below.

Clarifications

Schedule

- This GMP is based upon the performance of the work per the enclosed Construction Schedule and Phasing Plan, which are an integral part of this GMP.
- The Owner will have all necessary leasing or ownership agreements for the property in place, and building permits procured and in hand, prior to CMAR mobilizing on site. CMAR shall be granted an extension of time for delays resulting and potential adjustment of the GMP via change order if accelerating the schedule is required resulting from the Owner not ensuring building permit or any other Owner-Furnished, Owner-Installed (OFOI), or Owner-provided items are realized by the dates set forth in the construction schedule.
- We anticipate normal working hours 6:00 AM to 4:00 PM, Monday through Saturday as required to meet the schedule, excluding Sundays and holidays.
- Coordinated access to all areas of work will be provided upon issuance of contract award to allow for confirmation of equipment and shop drawings as part of the submittal process, prior to ordering materials and equipment.
- Coordinated access to all areas of work will be provided upon issuance of contract award to allow for confirmation of all in-wall plumbing, including access to operating rooms.
- The schedule does not include time for inspections.
- The schedule does not include time for abatement activities.

Project Specific Assumptions

- All items to be salvaged will be removed and relocated by Owner prior to commencement of the Project.
- Assumes utilization of offsite laydown and staging area, as previously identified with Owner, per attached logistics plan.

- Continued on the Following Page -

EXHIBIT B

Schedule of GMP Allowances, Qualifications and Clarifications
 UMC 7 Story Tower Patient Room Remodel
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Cost Clarifications

This proposal is based on current Clark County Prevailing Wage Rates and includes Nevada State Sales Tax.

General Cost Clarifications

- This GMP is considered lump sum, not line itemed. Scope values are provided for transparency and as a contract schedule of values.
- CMAR's GMP is for construction costs only, unless otherwise specified.
- Any savings or any approved value engineering and/or cost reduction savings during construction will be added to the CMAR Contingency.
- Any savings or remaining CMAR Contingency at the end of the Project will be returned to the Owner per the terms of the contract.
- Owner to provide centralized onsite location for temporary storage of Contractor salvaged materials/equipment for reinstallation (i.e. privacy curtain/track, device faceplates at headwall, new casework, mechanical units, etc...).

Economic Impacts

- The parties acknowledge that some of the materials and products to be incorporated into the construction of the Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor. These circumstances include, but are not limited, to the impact of tariffs and inflation. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice and shall be afforded additional time

EXHIBIT B

Schedule of GMP Allowances, Qualifications and Clarifications
 UMC 7 Story Tower Patient Room Remodel
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 Las Vegas, Nevada



and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of the Contract and the time when the job is ready for the installation of the affected material, the value of the Contract will be increased to reflect the additional cost to obtain the materials, provided that the Contractor gives the Owner written notice and documentation of the increased costs.

Contingency & Allowances

- **CMAR Construction Contingency**

CMAR Contingency is included in this GMP and is intended to be used at CMAR's discretion to cover costs that have not been completely identified as trade specific scope on the GMP setting documents may require further clarification or coordination. These costs include, but not limited to, scope gaps, coordination issues between trades, and missed scope during the bidding process. The CMAR Contingency is not intended to account for design revisions or additional scope requests by the design / owner during construction.

- **Owner Project Contingency**

Owner Contingency is included within the GMP of the Project. This contingency is intended to be used at the Owner's discretion to cover unforeseen conditions, design revisions and/or additional scope requests made by the owner and/or design team.

Allowances

- **Allowance #1 – Honeywell Fire Alarm Scope**

- Includes an allowance to perform work associated with managing Honeywell's Fire Alarm scope of services in proposal to Owner dated October 31, 2025.

- **Allowance #2 – Asbestos Remediation**

- Includes an allowance to perform work associated with remediation of asbestos containing materials, consistent with those described in the Preliminary Asbestos Inspection Results report dated June 16, 2025.
- Includes cost as an Allowance to address Sheet note 25/AD2.03 to evaluate, clean and repair, or remove and replace (8) existing slide tracks at CCU Rooms.

Hourly Rates

The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed-to rates includes all normal and customary payroll paid by the CMAR plus all fringe benefits, taxes and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Project Management:		
Project Director	189	-
Sr. Project Manager	174	-
Project Manager	137	-
Asst. Project Manager	116	-

EXHIBIT B

Schedule of GMP Allowances, Qualifications and Clarifications
 UMC 7 Story Tower Patient Room Remodel
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 Las Vegas, Nevada



Project Engineer	100	
MEP Manager	137	-
BIM Manager	121	-
Project Coordinator	95	-
Project Accountant	95	-
Contracts Administrator	95	-
Assistant Contracts Administrator	74	-
Director of Field Operations	190	-
General Superintendent	189	-
Sr. Superintendent	174	-
Superintendent	137	-
Asst. Superintendent	116	-
Intern	54	81

Scope-Specific Clarifications

CMAR's GMP is based upon plans and specifications as itemized in attached Enumeration of Documents, with the following Scope-Specific Assumptions and Clarifications.

003 | SELECTIVE DEMOLITION

- Owner to remove and reinstall all existing Loose FFE, such as beds, patient tables, chairs, etc...
- CMAR to remove and reinstall all FFE affixed to walls, such as such as medical devices at headwall, sharps container, hand sanitizing containers/soap dispensers, glove holders, toilet paper dispensers, marker boards, televisions, monitors at CCU, etc...

059 | CASEWORK & FINISHED CARPENTRY

- Millwork benches at Fan Coil locations are excluded in Rooms 513, 514, 515, 516, 517, 518.

060 | FRAMING, DRYWALL, PAINTING AND SEALANTS

- CMAR does not warranty paint at ceiling grid from defect after Owner acceptance. Grid to be painted using Alkyd Enamyl paint (same as on Doors, Frames and Hallways).
- For the plumbing waste and vent stack replacement, we assumed a 24" wide opening where highlighted green on attached CMAR Plumbing/Drywall Repair Markup, dated January 6, 2026.
- We assume that replacement of first floor waste and vent plumbing will be accessed from corridor only, not from operating room.

062 | ACOUSTICAL CEILING TREATMENTS

- Includes replacement of ceiling tile within work area with Armstrong 2x4 Fissure 823A.

065 | RESILIENT FLOORING

- Extent of floor preparation is assumed to be 2 skim coats of Uzine 866 floor patch.

074 | TOILET, BATH & BUILDING ACCESSORIES

- Fire Extinguisher Cabinets not shown on documents, we allotted for removal and replacement for wall protection installation.
- Assumes all curtain track to remain in place while grid is painted.
- Restroom Specialties assumed as follows:
 - (115) Mirrors

EXHIBIT B

Schedule of GMP Allowances, Qualifications and Clarifications
UMC 7 Story Tower Patient Room Remodel
PWP# CL-2025-419
January 14, 2026 – Revised January 16, 2026
Las Vegas, Nevada



- (74) Soap Dishes at Showers
- (16) Fold Down Handrails
- (74) Shower Handrails

097 | FIRE SUPPRESSION SYSTEM

- Includes replacement of existing sprinkler head with quick response Reliable model KFR56, 190 heads on 3rd floor, 250 heads on 4th floor, 250 heads on 5th floor.

098 | PLUMBING SYSTEMS

- For the plumbing waste and vent stack replacement, we assumed only areas on attached CMAR Plumbing/Drywall Repair Markup, dated January 6, 2026.
- We assume that replacement of first floor waste and vent plumbing will be accessed from corridor only, not from operating room.
- We assume the acid-waste neutralization tanks will be under-sink cartridges within the Renal Dialysis Room.
- We assume that all med-gas related work will be limited to removal and replacement of trim plate. No recertification is included.

100 | HVAC SYSTEMS & BUILDING CONTROLS

- All new thermostat cabling to be provided in conduit, per UMC Standards.
- Cleaning of Horizontal Fan Coil units at CVCU, CCU and Isolation Rooms 411, 412, 435, 436, 511, 512, 535, 536 in lieu of cleaning VAV's as noted incorrectly on drawings.
- Fan Coil Units excluded in Rooms 513, 514, 515, 516, 517, 518. Cleaning of existing horizontal fan coil units included only.
- We assume that pneumatic lines for existing thermostat controls will be plugged and abandoned in place, when not in accessible ceiling.

103 | ELECTRICAL & LOW VOLTAGE SYSTEMS

- We assume reuse of ceiling wires for light fixtures and existing devices.
- We assume reuse of existing circuiting for all wiring devices and light fixtures.
- We include nurse call and asset tracking functionality confirmation.

Exclusions

General Exclusions

- Typical project "Soft Costs", unless otherwise specified, are expected to be covered by others. These include, but are not limited to: Design professional fees; permits and fees; utility connection charges; land acquisition; legal fees; and inspections, etc.
- Testing, special inspections, and any associated overtime or staff and resource costs for additional inspections not required by Code, permit, or the contract documents requirements or determined by the Design Team, including but not limited to; abatement, geotechnical, concrete, reinforcing

EXHIBIT B

Schedule of GMP Allowances, Qualifications and Clarifications

UMC 7 Story Tower Patient Room Remodel

PWP# CL-2025-419

January 14, 2026 – Revised January 16, 2026

Las Vegas, Nevada



steel, deep foundations, shoring, masonry, structural steel, welding, fireproofing, water testing, commissioning, envelope testing, etc.

- CMAR does not warrant or guarantee that the Contract Documents comply with Authorities Having Jurisdiction (AHJ), or local regulations or requirements. This is the responsibility of the Architect, and we assume all requirements have been incorporated into the Contract Documents.
- Any changes that result in cost and/or schedule implications due to AHJ comments, rulings and/deviations from the bid set are excluded and shall be funded from Owner's Contingency, outside of this GMP.
- Cost-and/or schedule-related impacts from other projects in the adjacent floors, roadways, neighboring buildings unless covered elsewhere in the GMP. If other Projects are concurrent with CMAR's work, Owner shall strive to advise CMAR within 10 calendar days in an effort to mitigate cost-and schedule-related impacts.
- "Loose" furniture, fixtures and equipment (FF&E), including site furnishings, unless otherwise specified.
- Power company/communication companies (telephone/internet)/gas company service or connection fees.

Specific Exclusions

- Honeywell Fire Alarm Scope - See Allowance #1.
- Hazardous Material Remediation (lead, asbestos, mold, etc...) - See Allowance #2.
- Epoxy coated cast iron piping for new waste and vent piping is not included.
- Keynote S5/AD2.03 is not included.
- Attic/Owner stock.
- Salvaging and relocation of any existing equipment or furnishings, unless noted otherwise.
- Building Signage.
- Recertification of medical gas and nurse call systems.
- Verification of existing HVAC pneumatic controls functionality is assumed to be by others.
- Verification of existing HVAC hydronic system health/functionality/balance is assumed to be by others.
- Through-wall HVAC penetrations/firestopping is not anticipated or included.
- Under cabinet lights at casework. None shown.
- New breakers. None shown.
- New or Modified Lighting Controls. None shown.
- Major floor preparation.
- Waxing/polishing existing/new flooring.
- Finish General Note 1/A2.XX series sheets. ADA compliance for plumbing and casework cannot be guaranteed due to existing conditions.
- Metal folded wall mounted writing surface tagged PT-C, ref. Elevation 11/A4.04. Assumed existing to remain, no scope shown. CMAR to remove and replace if located in wall protection area(s).

EXHIBIT B

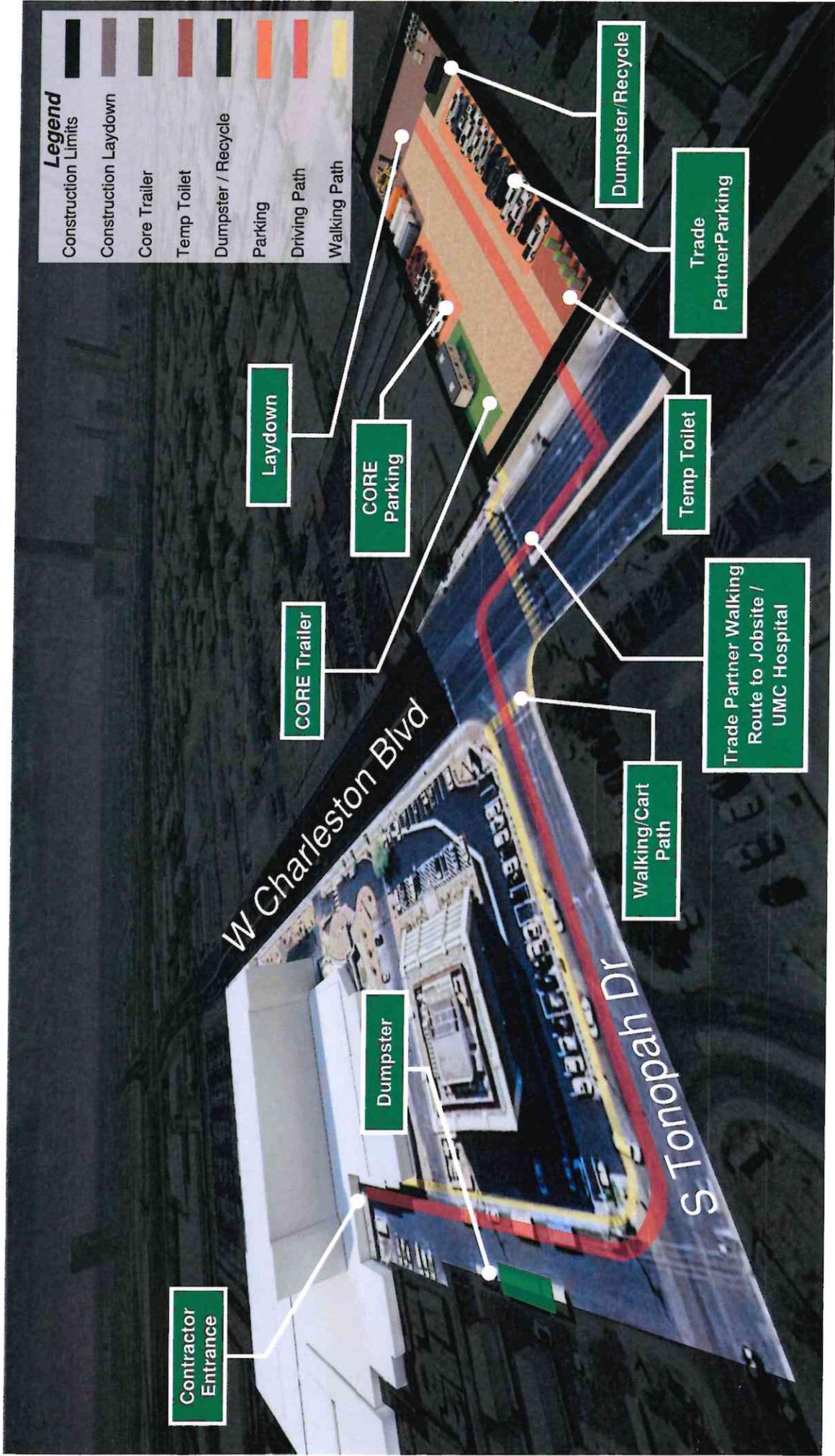
Schedule of GMP Allowances, Qualifications and Clarifications
UMC 7 Story Tower Patient Room Remodel
PWP# CL-2025-419
January 14, 2026 – Revised January 16, 2026
Las Vegas, Nevada



**THE FOLLOWING PAGES CONTAIN DETAILED
INFORMATION
UTILIZED TO ESTABLISH THE GMP AND ARE
INCLUDED HERIN**

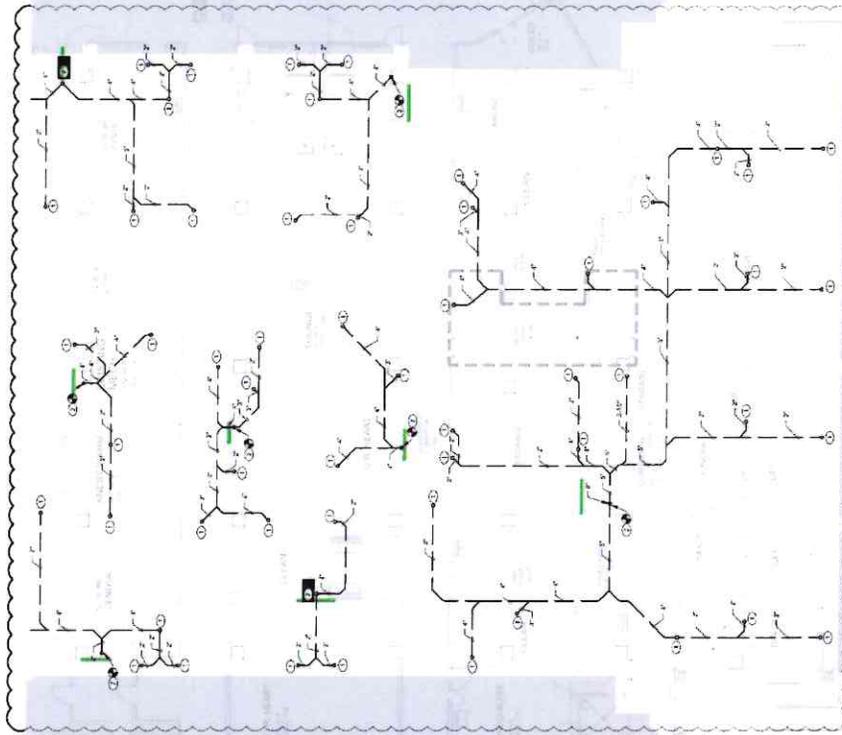
EXHIBIT D - CONTINUATION OF

Schedule of GMP Allowances, Qualifications and Clarifications



For every green mark up shown (which is where in-wall waste & vent plumbing will be replaced) assume 24" wide opening from floor to top of wall / bottom of deck. (—) Assume:

- Demo drywall, patch & paint
- Remove & replace ceiling grid to allow access to top of wall/bottom of deck
- Demo & replace casework (where applicable)
- Remove & re-install electrical & low voltage trim / conduit / whips
- Remove & re-install plumbing fixtures (where applicable)



1 ENLARGED PLUMBING PLAN - LEVEL 1 & INTERSTITIAL SPACE - AREA B
SCALE 1/4" = 1'-0"

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL AND ALL APPLICABLE CODES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL AND ALL APPLICABLE CODES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL AND ALL APPLICABLE CODES.

KEYNOTES:

1. WORK SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL AND ALL APPLICABLE CODES.
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Project Name: _____
 Date: _____
 Scale: _____

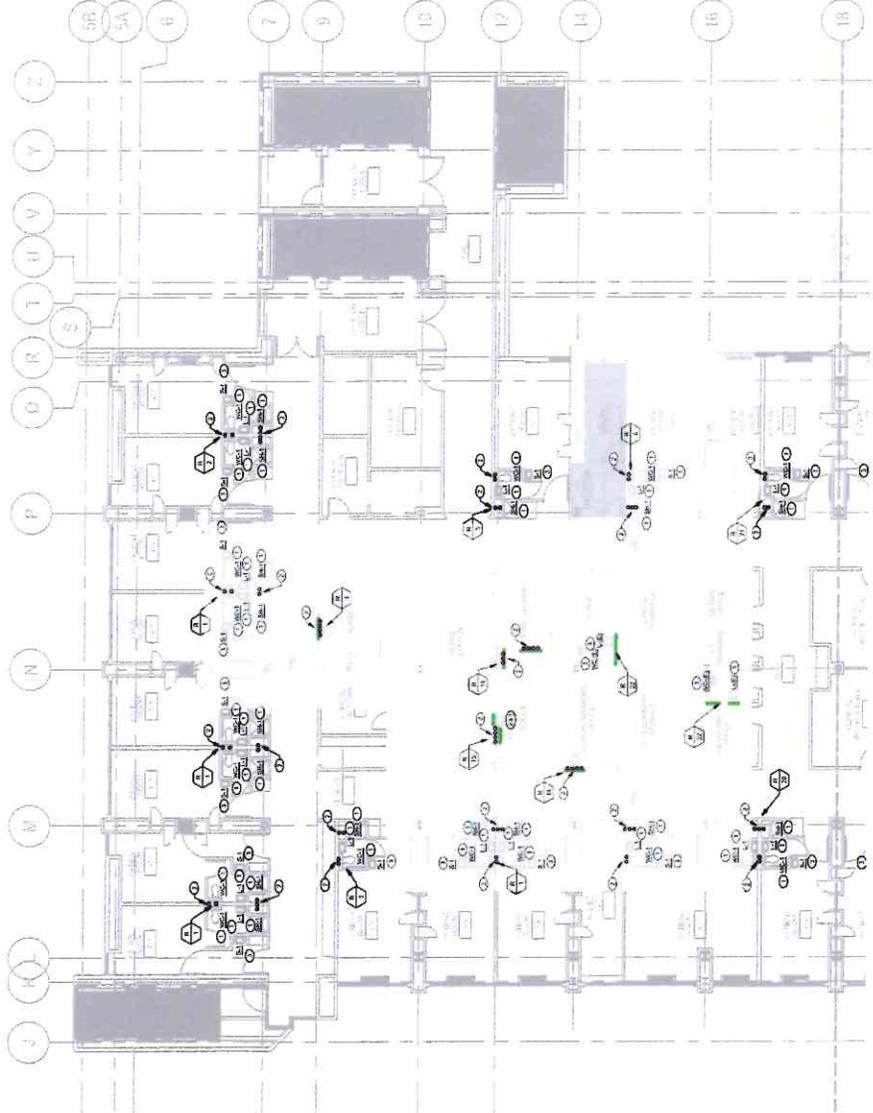
ENLARGED PLUMBING PLAN - LEVEL 1 & INTERSTITIAL SPACE - AREA B
 SHEET NO. P1.10B

GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MFGA CODES AND STANDARDS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MFGA CODES AND STANDARDS.

REVISIONS:

1. CORRECTED PIPING AND REPLACEMENT WITH NEW PIPING.
2. CORRECTED PIPING AND REPLACEMENT WITH NEW PIPING.
3. CORRECTED PIPING AND REPLACEMENT WITH NEW PIPING.
4. CORRECTED PIPING AND REPLACEMENT WITH NEW PIPING.

For every green markup shown (which is where in-wall waste & vent plumbing will be replaced) assume 24" wide opening from floor to top of wall / bottom of deck. () Assume:
 -Demo drywall, patch & paint
 -Remove & replace ceiling grid to allow access to top of wall/bottom of deck
 -Demo & replace casework (where applicable)
 -Remove & re-install electrical & low voltage trim / conduit / whips
 -Remove & re-install plumbing fixtures (where applicable)



1 ENLARGED PLUMBING PLAN - LEVEL 4 - AREA A
SCALE: 1/8" = 1'-0"



LMC - Lombardi Mechanical Contractors
LEVELS 1, 4 & 5
10000 LA JOLLA VILLAGE CENTER DRIVE
SAN DIEGO, CA 92131
TEL: 619.451.4333
WWW.LMCMECHANICAL.COM



MFGA
MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA
10000 LA JOLLA VILLAGE CENTER DRIVE
SAN DIEGO, CA 92131
TEL: 619.451.4333
WWW.MFGA.COM

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.
DATE: 01/11/2017



Project Name: _____
Revision No: _____
Revision Date: _____

Revision No: _____
Revision Date: _____

Revision No: _____
Revision Date: _____

Revision No: _____
Revision Date: _____

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Revision Date: _____

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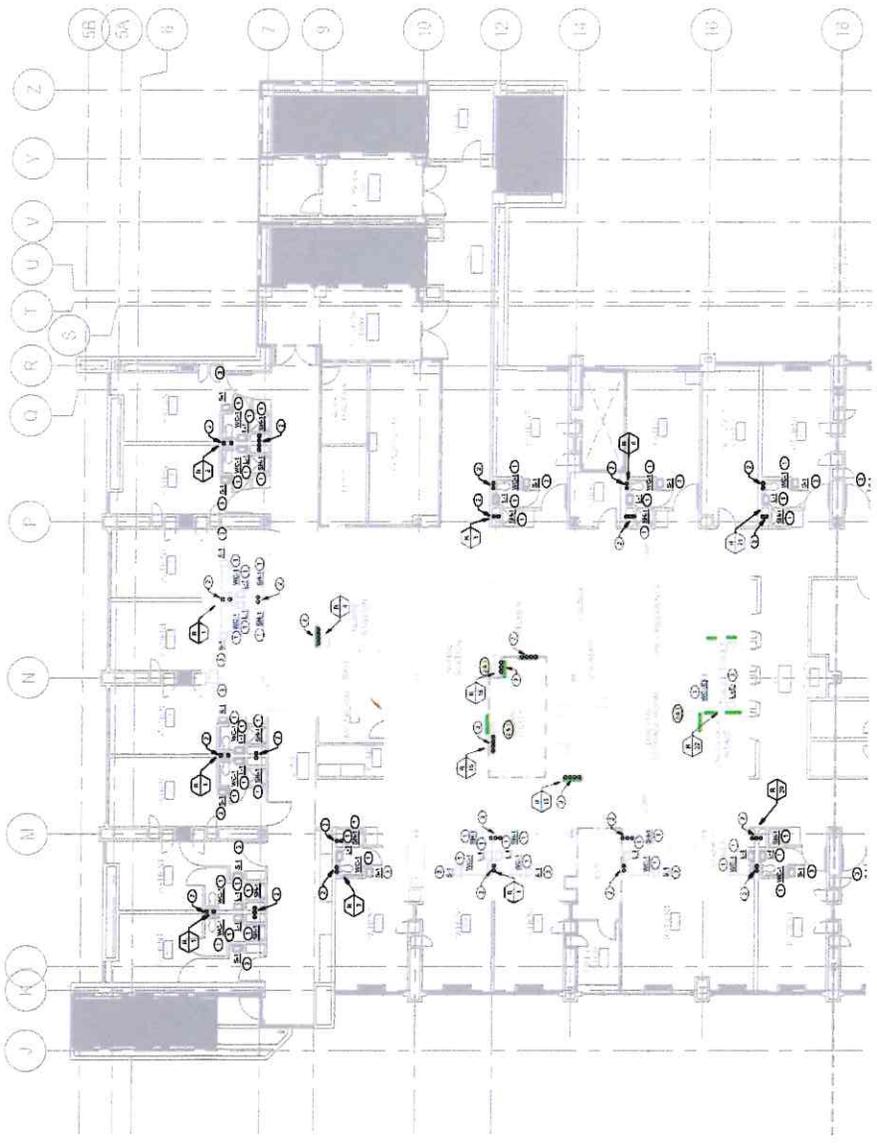
Revision No: _____
Revision Date: _____

Revision No: _____
Revision Date: _____

GENERAL NOTES:
1. DEMO TO EXPOSE ALL PLUMBING AND ELECTRICAL WORK.
2. DEMO TO EXPOSE ALL PLUMBING AND ELECTRICAL WORK.
3. DEMO TO EXPOSE ALL PLUMBING AND ELECTRICAL WORK.

KEYNOTES:
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-Remove & re-install plumbing fixtures (where applicable)



1 ENLARGED PLUMBING PLAN - LEVEL 5 - AREA A
SCALE: 1/4" = 1'-0"



Program Path
BIBBLE DATE

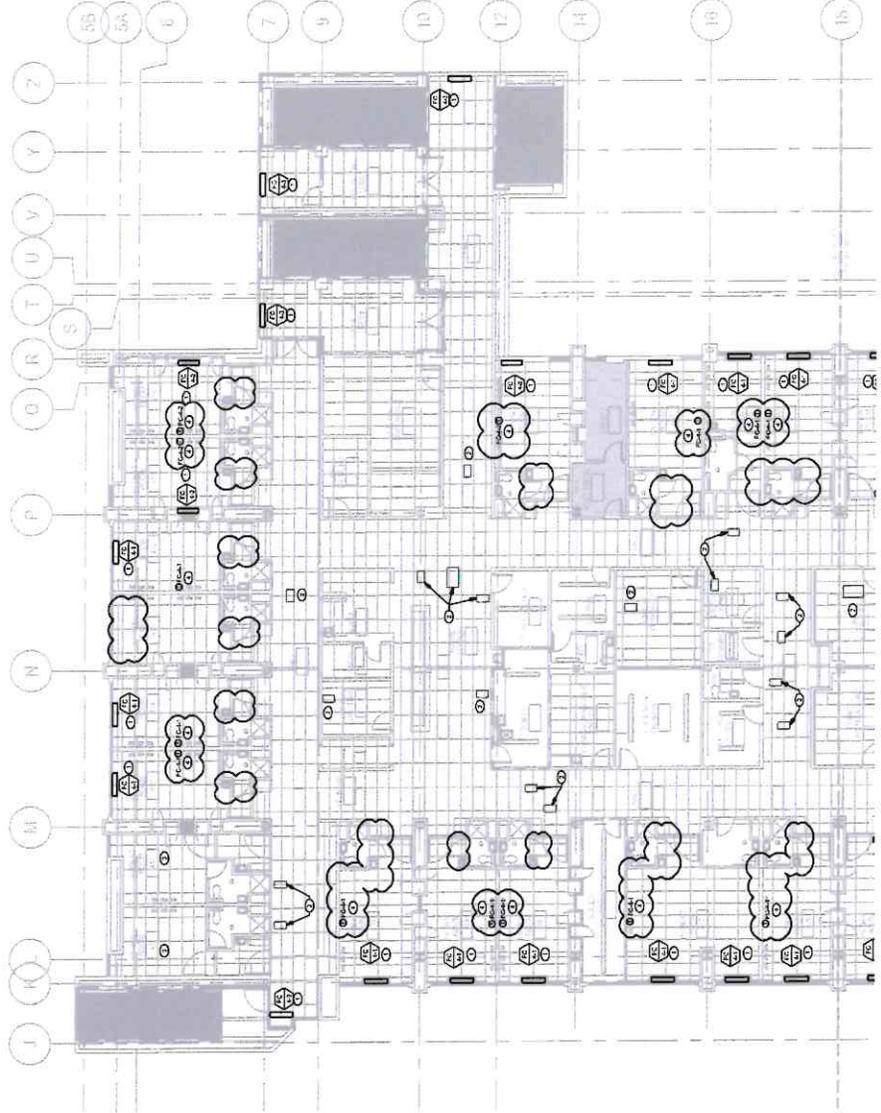


JK
2750 Reynolds Ridge Avenue
New York, NY 10018
Tel: 212.261.1234
Fax: 212.261.1235
www.jk.com

GENERAL SHEET NOTES:
 A. PERFORMANCE AND DURABILITY REQUIREMENTS SHALL BE AS SHOWN ON THE DRAWINGS AND SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.
 B. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 C. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 D. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

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 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

Check Mechanical Part Code List at: 187.1.1.1, 187.1.1.2, 187.1.1.3, 187.1.1.4, 187.1.1.5, and 187.1.1.6. All work is to be in accordance with the code.



1 ENLARGED HVAC PLAN - LEVEL 4 - AREA A
 SCALE: 1/8" = 1'-0"



MEC 2-Story Tower - RENOVATION
 LEVELS 3 & 4
 1000 MARKET STREET
 PHILADELPHIA, PA 19107



EVA - ARCHITECTS
 1000 MARKET STREET
 PHILADELPHIA, PA 19107



November 14, 2020
 PROJECT NO. 187.1.1.1
 SHEET NO. M1.14A

ENLARGED HVAC PLAN - LEVEL 4 - AREA A
 SHEET NO. M1.14A

GENERAL SHEET NOTES:

- FORMER ALLOWED TO REMAIN WHEREAS CLEARANCE FOR MECHANICAL WORK FROM POTENTIAL CONTACTS.
- SEE OTHER SHEETS.

KEYNOTES:

- REMOVE EXISTING MECHANICAL EQUIPMENT AND RELOCATE TO NEW LOCATION AS SHOWN ON THIS SHEET. VERIFY ALL MECHANICAL CONNECTIONS TO REMAIN ARE CORRECTLY IDENTIFIED AND RELOCATED TO THE NEW LOCATION.
- REMOVE EXISTING MECHANICAL EQUIPMENT AND RELOCATE TO NEW LOCATION AS SHOWN ON THIS SHEET. VERIFY ALL MECHANICAL CONNECTIONS TO REMAIN ARE CORRECTLY IDENTIFIED AND RELOCATED TO THE NEW LOCATION.

REVISIONS:
 1. 11/15/24: M1.14B, M1.15A, M1.15B, and M1.15C
 2. 11/15/24: M1.14B, M1.15A, and M1.15C
 3. 11/15/24: M1.14B, M1.15A, and M1.15C



JMC: Liberty Tower - RENOVATION
 LEVEL 4 - AREA B
 11/15/24



E&A - ARCHITECTS
 11/15/24

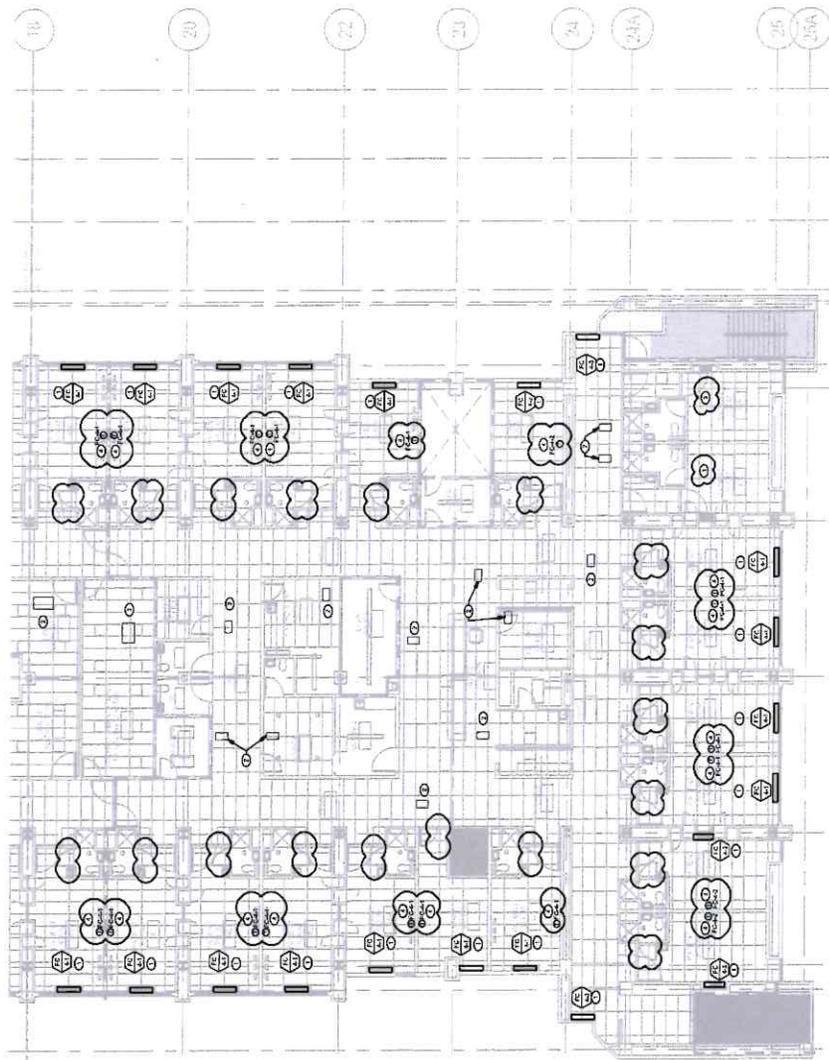


November 14, 2024

DATE DATE



UK
 11/15/24



1 ENLARGED HVAC PLAN - LEVEL 4 - AREA B
 SCALE: 1/4" = 1'-0"



M1.14B

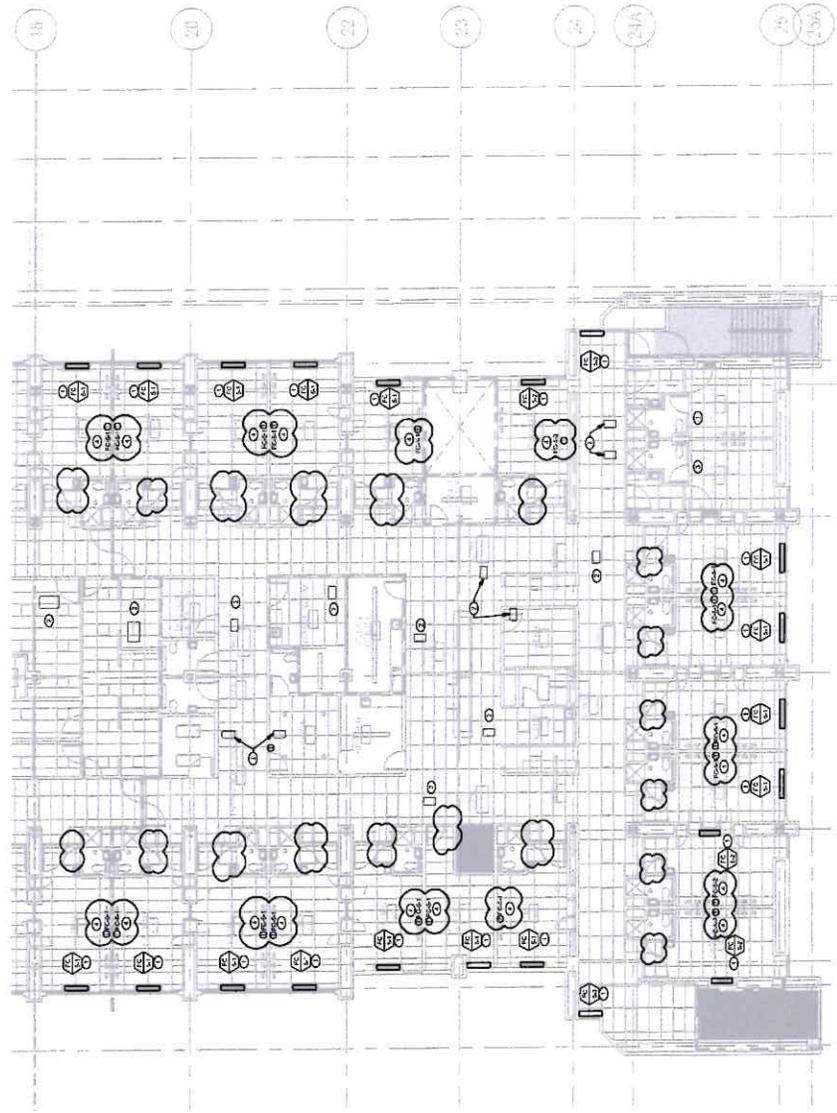
GENERAL SHEET NOTES:

1. PROVIDE ALL WORK TO BE DONE TO MEET ALL APPLICABLE CODES, REGULATIONS, AND STANDARDS.
2. VERIFY ALL WORK IS COMPLETED BEFORE PROCEEDING TO THE NEXT PHASE OF WORK.

REVISIONS:

1. REVISED TO REFLECT THE REVISIONS TO THE MECHANICAL SYSTEMS AND ELECTRICAL SYSTEMS AS SHOWN ON THE REVISION SHEETS.
2. CORRECTED THE MECHANICAL SYSTEMS AND ELECTRICAL SYSTEMS TO MEET ALL APPLICABLE CODES, REGULATIONS, AND STANDARDS.

Check Mechanical Plan - 20-01-01-01, 20-01-01-02, 20-01-01-03, 20-01-01-04, 20-01-01-05, 20-01-01-06, 20-01-01-07, 20-01-01-08, 20-01-01-09, 20-01-01-10, 20-01-01-11, 20-01-01-12, 20-01-01-13, 20-01-01-14, 20-01-01-15, 20-01-01-16, 20-01-01-17, 20-01-01-18, 20-01-01-19, 20-01-01-20, 20-01-01-21, 20-01-01-22, 20-01-01-23, 20-01-01-24, 20-01-01-25, 20-01-01-26, 20-01-01-27, 20-01-01-28, 20-01-01-29, 20-01-01-30, 20-01-01-31, 20-01-01-32, 20-01-01-33, 20-01-01-34, 20-01-01-35, 20-01-01-36, 20-01-01-37, 20-01-01-38, 20-01-01-39, 20-01-01-40, 20-01-01-41, 20-01-01-42, 20-01-01-43, 20-01-01-44, 20-01-01-45, 20-01-01-46, 20-01-01-47, 20-01-01-48, 20-01-01-49, 20-01-01-50, 20-01-01-51, 20-01-01-52, 20-01-01-53, 20-01-01-54, 20-01-01-55, 20-01-01-56, 20-01-01-57, 20-01-01-58, 20-01-01-59, 20-01-01-60, 20-01-01-61, 20-01-01-62, 20-01-01-63, 20-01-01-64, 20-01-01-65, 20-01-01-66, 20-01-01-67, 20-01-01-68, 20-01-01-69, 20-01-01-70, 20-01-01-71, 20-01-01-72, 20-01-01-73, 20-01-01-74, 20-01-01-75, 20-01-01-76, 20-01-01-77, 20-01-01-78, 20-01-01-79, 20-01-01-80, 20-01-01-81, 20-01-01-82, 20-01-01-83, 20-01-01-84, 20-01-01-85, 20-01-01-86, 20-01-01-87, 20-01-01-88, 20-01-01-89, 20-01-01-90, 20-01-01-91, 20-01-01-92, 20-01-01-93, 20-01-01-94, 20-01-01-95, 20-01-01-96, 20-01-01-97, 20-01-01-98, 20-01-01-99, 20-01-01-100.



1 ENLARGED HVAC PLAN - LEVEL 5 - AREA B
SCALE: 1/8" = 1'-0"



JMC 7-story Tower - RENOVATION
LEVELS 3 & 5



E&A
ENGINEERS & ARCHITECTS



PROGRAM: 7-story Tower - RENOVATION

DATE: November 16, 2015

PROJECT: 7-story Tower - RENOVATION

SCALE: 1/8" = 1'-0"

DATE: November 16, 2015

PROJECT: 7-story Tower - RENOVATION

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DATE: November 16, 2015

PROJECT: 7-story Tower - RENOVATION

SCALE: 1/8" = 1'-0"

DATE: November 16, 2015

PROJECT: 7-story Tower - RENOVATION



**EXHIBIT C
ENUMERATION OF DOCUMENTS**

Project Name: UMC - 7 Story Tower
Patient Room Remodel
CORE Project No: 25-10-020
January 16, 2026

PROJECT MANUAL						
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received	Revision	
Division 00	Procurement and Contracting Requirements					
Cover Sheet	Cover Sheet	18-Nov-25	None	19-Nov-25	None	
00 01 10	Table of Contents	18-Nov-25	None	19-Nov-25	None	
Division 01	General Requirements					
01 33 00	Submittal Procedures	18-Nov-25	None	19-Nov-25	None	
01 77 00	Closeout Procedures	18-Nov-25	None	19-Nov-25	None	
01 78 23	Operation and Maintenance Data	18-Nov-25	None	19-Nov-25	None	
01 78 39	Project Record Documents	18-Nov-25	None	19-Nov-25	None	
01 79 00	Demonstration and Training	18-Nov-25	None	19-Nov-25	None	
Division 02	Existing Conditions/Site					
02 41 19	Selective Demolition	19-Nov-25	None	19-Nov-25	None	
Division 06	Wood, Plastics, and Composites					
06 10 53	Miscellaneous Rough Carpentry	18-Nov-25	None	19-Nov-25	None	
06 41 16	Plastic-Laminate-Faced Architectural Cabinets	19-Nov-25	None	19-Nov-25	None	
06 61 16	Solid Surfacing Fabrications	18-Nov-25	None	19-Nov-25	None	
Division 08	Openings					
08 11 13	Hollow Metal Doors and Frames	19-Nov-25	None	19-Nov-25	None	
Division 09	Finishes					
09 05 61	Moisture Vapor Emission Control	19-Nov-25	None	19-Nov-25	None	
09 29 00	Gypsum Board	19-Nov-25	None	19-Nov-25	None	
09 51 00	Acoustical Ceiling Tiles	19-Nov-25	None	19-Nov-25	None	
09 65 00	Resilient Flooring	19-Nov-25	None	19-Nov-25	None	
09 91 00	Painting	19-Nov-25	None	19-Nov-25	None	
Division 10	Specialties					
10 26 00	Wall Protection	19-Nov-25	None	19-Nov-25	None	
DRAWINGS						
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received	Revision	
G0.00	Information Sheet	18-Nov-25	None	19-Nov-25	None	
G0.01	Sheet Index	15-Dec-25	None	15-Dec-25	ADD A	
AD2.03	Demolition Floor Plan - Level 3	18-Nov-25	None	19-Nov-25	None	
AD2.04	Demolition Floor Plan - Level 4	18-Nov-25	None	19-Nov-25	None	
AD2.05	Demolition Floor Plan - Level 5	18-Nov-25	None	19-Nov-25	None	
A2.00	Overall Floor Plan - Basement Level	18-Nov-25	None	19-Nov-25	None	
A2.01	Overall Floor Plan - Level 1	18-Nov-25	None	19-Nov-25	None	
A2.03	Overall Floor Plan - Level 3	18-Nov-25	None	19-Nov-25	None	
A2.04	Overall Floor Plan - Level 4	18-Nov-25	None	19-Nov-25	None	
A2.05	Overall Floor Plan - Level 5	18-Nov-25	None	19-Nov-25	None	
A2.06	Overall Floor Plan - Level 6	18-Nov-25	None	19-Nov-25	None	
A2.13A	Enlarged Floor Plan - Level 3 Area "A"	18-Nov-25	None	19-Nov-25	None	
A2.13B	Enlarged Floor Plan - Level 3 Area "B"	18-Nov-25	None	19-Nov-25	None	
A2.14A	Enlarged Floor Plan - Level 4 Area "A"	18-Nov-25	None	19-Nov-25	None	
A2.14B	Enlarged Floor Plan - Level 4 Area "B"	18-Nov-25	None	19-Nov-25	None	
A2.15A	Enlarged Floor Plan - Level 5 Area "A"	15-Dec-25	None	15-Dec-25	ADD A	
A2.15B	Enlarged Floor Plan - Level 5 Area "B"	18-Nov-25	None	19-Nov-25	None	
A2.23	Overall Finish Plan - Level 3	18-Nov-25	None	19-Nov-25	None	
A2.24	Overall Finish Plan - Level 4	18-Nov-25	None	19-Nov-25	None	
A2.25	Overall Finish Plan - Level 5	18-Nov-25	None	19-Nov-25	None	
A2.33A	Enlarged Wall Finish Plan - Level 3 Area "A"	15-Dec-25	None	15-Dec-25	ADD A	
A2.33B	Enlarged Wall Finish Plan - Level 3 Area "B"	15-Dec-25	None	15-Dec-25	ADD A	
A2.34A	Enlarged Wall Finish Plan - Level 4 Area "A"	15-Dec-25	None	15-Dec-25	ADD A	
A2.34B	Enlarged Wall Finish Plan - Level 4 Area "B"	15-Dec-25	None	15-Dec-25	ADD A	
A2.35A	Enlarged Wall Finish Plan - Level 5 Area "A"	15-Dec-25	None	15-Dec-25	ADD A	



**EXHIBIT C
ENUMERATION OF DOCUMENTS**

Project Name: UMC - 7 Story Tower
Patient Room Remodel
CORE Project No: 25-10-020
January 16, 2026

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received	Revision
A2.35B	Enlarged Wall Finish Plan - Level 5 Area "B"	15-Dec-25	None	15-Dec-25	ADD A
A3.03	Overall Reflected Ceiling Plan - Level 3	18-Nov-25	None	19-Nov-25	None
A3.04	Overall RCP Plan - Level 4	18-Nov-25	None	19-Nov-25	None
A3.05	Overall Floor Plan - Level 5	18-Nov-25	None	19-Nov-25	None
A4.01	Interior Elevations	18-Nov-25	None	19-Nov-25	None
A4.02	Interior Elevations	15-Dec-25	None	15-Dec-25	ADD A
A4.03	Interior Elevations	15-Dec-25	None	15-Dec-25	ADD A
A4.04	Interior Elevations	18-Nov-25	None	19-Nov-25	None
A4.05	Interior Elevations	18-Nov-25	None	19-Nov-25	None
A4.06	Interior Restroom Elevations	15-Dec-25	None	15-Dec-25	ADD A
A4.07	Interior Restroom Elevations	15-Dec-25	None	15-Dec-25	ADD A
A6.01	Building Section - For Reference Only	18-Nov-25	None	19-Nov-25	None
A8.01	Door Schedule & Types	18-Nov-25	None	19-Nov-25	None
A9.01	Details	18-Nov-25	None	19-Nov-25	None
A9.02	Casework Details	18-Nov-25	None	19-Nov-25	None
M0.01	General Information	18-Nov-25	None	15-Dec-25	ADD A
M0.02	Specifications	18-Nov-25	None	15-Dec-25	ADD A
M0.03	Equipment Schedules	18-Nov-25	None	15-Dec-25	ADD A
M1.13A	Enlarged HVAC Plan - Level 3 - Area A	18-Nov-25	None	15-Dec-25	ADD A
M1.13B	Enlarged HVAC Plan - Level 3 - Area B	18-Nov-25	None	15-Dec-25	ADD A
M1.14A	Enlarged HVAC Plan - Level 4 - Area A	18-Nov-25	None	15-Dec-25	ADD A
M1.14B	Enlarged HVAC Plan - Level 4 - Area B	18-Nov-25	None	15-Dec-25	ADD A
M1.15A	Enlarged HVAC Plan - Level 5 - Area A	18-Nov-25	None	15-Dec-25	ADD A
M1.15B	Enlarged HVAC Plan - Level 5 - Area B	18-Nov-25	None	15-Dec-25	ADD A
P0.01	General Information	18-Nov-25	None	15-Dec-25	ADD A
P0.02	Specifications	18-Nov-25	None	15-Dec-25	ADD A
P0.03	Equipment Schedules	18-Nov-25	None	15-Dec-25	ADD A
P1.00A	Enlarged Plumbing Plan - Basement - Area A	18-Nov-25	None	15-Dec-25	ADD A
P1.00B	Enlarged Plumbing Plan - Basement - Area B	18-Nov-25	None	15-Dec-25	ADD A
P1.10A	Enlarged Plumbing Plan - Level 1 & Interstitial Space - Area A	18-Nov-25	None	15-Dec-25	ADD A
P1.10B	Enlarged Plumbing Plan - Level 1 & Interstitial Space - Area B	18-Nov-25	None	15-Dec-25	ADD A
P1.13A	Enlarged Plumbing Plan - Level 3 - Area A	18-Nov-25	None	15-Dec-25	ADD A
P1.13B	Enlarged Plumbing Plan - Level 3 - Area B	18-Nov-25	None	15-Dec-25	ADD A
P1.14A	Enlarged Plumbing Plan - Level 4 - Area A	18-Nov-25	None	15-Dec-25	ADD A
P1.14B	Enlarged Plumbing Plan - Level 4 - Area B	18-Nov-25	None	15-Dec-25	ADD A
P1.15A	Enlarged Plumbing Plan - Level 5 - Area A	18-Nov-25	None	15-Dec-25	ADD A
P1.15B	Enlarged Plumbing Plan - Level 5 - Area B	18-Nov-25	None	15-Dec-25	ADD A
P5.01	Isometric-Risers	18-Nov-25	None	15-Dec-25	ADD A
E0.01	General Information	18-Nov-25	None	15-Dec-25	ADD A
E0.02	Specifications	18-Nov-25	None	15-Dec-25	ADD A
E1.03	Overall Electrical Plan - Level 3	18-Nov-25	None	15-Dec-25	ADD A
E1.04	Overall Electrical Plan - Level 4	18-Nov-25	None	15-Dec-25	ADD A
E1.05	Overall Electrical Plan - Level 5	18-Nov-25	None	15-Dec-25	ADD A
E1.13A	Enlarged Electrical Plan - Level 3 - Area A	18-Nov-25	None	15-Dec-25	ADD A
E1.13B	Enlarged Electrical Plan - Level 3 - Area B	18-Nov-25	None	15-Dec-25	ADD A
E1.14A	Enlarged Electrical Plan - Level 4 - Area A	18-Nov-25	None	15-Dec-25	ADD A
E1.14B	Enlarged Electrical Plan - Level 4 - Area B	18-Nov-25	None	15-Dec-25	ADD A
E1.15A	Enlarged Electrical Plan - Level 5 - Area A	18-Nov-25	None	15-Dec-25	ADD A
E1.15B	Enlarged Electrical Plan - Level 5 - Area B	18-Nov-25	None	15-Dec-25	ADD A
E6.01	Schedules & Diagrams	18-Nov-25	None	19-Nov-25	None
ADDENDUMS					
Addendums	Description	Drawing Date	Stamp Date	CORE Received	Revision
ADD A	Addendum A - 12.16.2025	15-Dec-25	None	15-Dec-25	ADD A



**EXHIBIT C
ENUMERATION OF DOCUMENTS**

Project Name: UMC - 7 Story Tower
Patient Room Remodel
CORE Project No: 25-10-020
January 16, 2026

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received	Revision
NOC 1	Clarification No 1 - 12.09.2025	None	None	None	NOC 1
NOC 2	Clarification No 2 - 12.16.2025	None	None	None	NOC 2
SUPPLEMENTAL DOCUMENTS					
Laydown 3D Plan	UMC Logisitcs Plan 3-D	None	None	19-Nov-25	None
UMC Door Survey	Plan Survey mark up of walk between UMC and EV&A - 3rd floor	None	None	19-Nov-25	None
UMC Door Survey	Plan Survey mark up of walk between UMC and EV&A - 4th floor	None	None	19-Nov-25	None
UMC Door Survey	Plan Survey mark up of walk between UMC and EV&A - 5th floor	None	None	19-Nov-25	None
ACM Report	Preliminary Asbestos Inspection Results University Medical Center of Southern Nevada Seven Story Tower, 3rd - 5th Floors by Terracon	11-Jun-25	None	19-Nov-25	None
Campus Maps w/ Smoke_Fire Walls	Deficiency Locations Page 2 - First Floor	13-Sep-24	None	28-Apr-25	None
Campus Maps w/ Smoke_Fire Walls	Deficiency Locations - Third Floor	13-Sep-24	None	28-Apr-25	None
Campus Maps w/ Smoke_Fire Walls	Deficiency Locations - Fourth Floor	13-Sep-24	None	28-Apr-25	None
Campus Maps w/ Smoke_Fire Walls	Deficiency Locations - Fifth Floor	13-Sep-24	None	28-Apr-25	None
Campus Maps w/ Smoke_Fire Walls	Deficiency Locations - Sixth Floor	13-Sep-24	None	28-Apr-25	None
Fire Sprinkler Head Spec Sheet	Reliable Model KFR56 Series Sprinklers - Bulletin 036 July 2025	None	None	16-Dec-25	ADD A
UMC Door Hardware	University Medical Center Door Hardware Standard - Rev 12-15	None	None	28-Apr-25	NOC 1
Existing	3_4_5 Tower Existing Conditions Photo Report from UMC	None	None	28-Apr-25	NOC 1
Priorities Phasing	UMC Patient Tower - Priorities-Phasing Plan - UPDATED	9-Dec-25	None	None	NOC 1
Select Existing	NOC #002 - Select Existing Photos	16-Dec-25	None	None	NOC 2
P1.10A	UMC Level 1 Area A: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.10B	UMC Level 1 Area B: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.13A	UMC Level 3 Area A: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.13B	UMC Level 3 Area B: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.14A	UMC Level 4 Area A: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.14B	UMC Level 4 Area B: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.54A	UMC Level 5 Area A: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
P1.15B	UMC Level 5 Area B: January 6, 2026 - CORE plumbing/drywall repair	None	None	None	Descope
M1.13A	Fan Coils & Isolation Room Clarifications - Level 3 Area A: CORE mark	None	None	None	GMP
M1.13B	Fan Coils & Isolation Room Clarifications - Level 3 Area B: CORE mark	None	None	None	GMP
M1.14A	Fan Coils & Isolation Room Clarifications - Level 4 Area A: CORE mark	None	None	None	GMP
M1.14B	Fan Coils & Isolation Room Clarifications - Level 4 Area B: CORE mark	None	None	None	GMP
M1.15A	Fan Coils & Isolation Room Clarifications - Level 5 Area A: CORE mark	None	None	None	GMP
M1.15B	Fan Coils & Isolation Room Clarifications - Level 5 Area B: CORE mark	None	None	None	GMP

EXHIBIT D - 5% Subcontractor Listing

UMC Patient Tower Renovation

PWP# CL-2025-419

January 9, 2026

Las Vegas, Nevada



Please note herein the list of the subcontractors whose scope of the work exceeding 5% of the total cost of work.

Description of Work	Subcontractor	License No.
General Conditions & Requirements	CORE Construction	0006144A
Doors, Frames, & Hardware	ADI	0045105A
Casework & Finished Carpentry	Western Casework	0024340, 0087234
Framing, Drywall, Painting & Sealants	Jetstream Construction	0050479, 0071374, 0043791
Toilet, Bath and Building Accessories	B&B Specialties	0089050, 0090893
Plumbing Systems	Bombard Mechanical, LLC	0054546
HVAC & Building Controls Systems	Bombard Mechanical, LLC	0054547
Electrical & Low Voltage Systems	Mojave Electric	0038571

EXHIBIT E - 1% Subcontractor Listing



UMC Patient Tower Renovation

PWP# CL-2025-419

January 9, 2026

Las Vegas, Nevada

In accordance with NRS 338.16995.9.C, the CMAR shall submit a list including the name of each subcontractor who will provide labor or a portion of the work for which he will be paid an amount exceeding 1% of the total cost of the public work, or \$50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to Nevada Revised Statutes Chapter 624. The CMAR shall also list any portion of the work exceeding 1% of the total cost of the public work, or \$50,000, whichever is greater, that the CMAR intends to self-perform.

Description of Work	Subcontractor	License No.
General Conditions & Requirements	CORE Construction	0006144A
Selective Demolition & Remediation	GGG Demolition	0090841
Doors, Frames, & Hardware	ADI	0045105A
Casework & Finished Carpentry	Western Casework	0024340, 0087234
Framing, Drywall, Painting & Sealants	Jetstream Construction	0050479, 0071374, 0043791
Acoustical Ceiling Treatments	Jetstream Construction	0050479, 0071374, 0043791
Resilient Flooring	Roberts Roof and Floor	0006040A
Toilet, Bath and Building Accessories	B&B Specialties	0089050, 0090893
Plumbing Systems	Bombard Mechanical, LLC	0054546
HVAC & Building Controls Systems	Bombard Mechanical, LLC	0054547
Electrical & Low Voltage Systems	Mojave Electric	0038571



EXHIBIT F PROJECT SCHEDULE

Project Name: UMC - 7 Story Tower
Patient Room Remodel
CORE Project No: 25-10-020

ID	Task Name	Duration	Start	Finish
0	25-10-020 UMC Tower Patient Remodel - Baseline	421 d	Tue 3/17/26	Fri 11/5/27
1	NTP/Construction Start *	1 d	Tue 3/17/26	Tue 3/17/26
2	Procurement	90 d	Wed 3/18/26	Wed 7/22/26
62	Sequencing Milestones	310 d	Wed 7/22/26	Fri 10/8/27
93	Building Construction	309 d	Thu 7/23/26	Thu 10/7/27
222	<i>Substantial Completion *</i>	<i>0 d</i>	<i>Fri 10/8/27</i>	<i>Fri 10/8/27</i>
223	Complete Punch List	10 d	Mon 10/11/27	Fri 10/22/27
224	Contractual Close Out	20 d	Mon 10/11/27	Fri 11/5/27
225	<i>Final Completion *</i>	<i>0 d</i>	<i>Fri 11/5/27</i>	<i>Fri 11/5/27</i>

* Dates included in this Schedule are subject to the effective date in the Notice to Proceed.

Task Milestone

- Summary
- Project Summary
- Deadline
- Critical
- Progress