Las Vegas Convention Center District Committee

WEDNESDAY, MAY 8, 2019
LAS VEGAS CONVENTION CENTER

LAS Vegas CONVENTION AND VISITORS AUTHORITY

OFFICIAL PUBLICATION OF THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY

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LAS Vegas CONVENTION AND VISITORS AUTHORITY

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NOTICE OF PUBLIC MEETING/HEARING

LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE MEETING

WEDNESDAY, MAY 8, 2019
3:00 P.M.

Las Vegas Convention Center – Board Room
3150 Paradise Road
Las Vegas, Nevada 89109

LAS VEGAS CONVENTION CENTER DISTRICT (LVCCD) COMMITTEE MEMBERS

Mr. Chuck Bowling, Chair
Commissioner Larry Brown, Vice Chair
Mayor Carolyn Goodman
Mayor Pro Tem Pamela Goynes-Brown
Mr. Tom Jenkin
Councilman John Marz

THIS MEETING IS IN COMPLIANCE WITH THE NEVADA OPEN MEETING LAW AND HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Las Vegas Convention and Visitors Authority (LVCVA) – 1st Floor Administration Offices
3150 Paradise Road, Las Vegas, NV 89109

City Hall, City of Las Vegas
495 South Main Street, Las Vegas, NV 89101

City Hall, City of North Las Vegas
2250 N Las Vegas Blvd., North Las Vegas, NV 89030

City Hall, City of Henderson
240 S Water St., Henderson, NV 89015

Clark County Government Center
500 South Grand Central Parkway, Las Vegas, NV 89155

Clark County Law Library
309 South 3rd Street, Las Vegas, NV 89101

Grant Sawyer State Office Building
555 E Washington Avenue, Las Vegas, NV 89101

LVCVA Website: *www.lvcva.com/agenda*
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ITEMS ON THE AGENDA ARE FOR POSSIBLE ACTION BY THE COMMITTEE, UNLESS STATED OTHERWISE.
ITEMS MAY BE TAKEN OUT OF ORDER.
ITEMS MAY BE COMBINED FOR CONSIDERATION.
ITEMS MAY BE REMOVED FROM THE AGENDA OR DELAYED AT ANY TIME.

AGENDA

OPENING CEREMONIES

Call to Order

Pledge of Allegiance

COMMENTS FROM THE FLOOR BY THE PUBLIC

Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Committee at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH AND MUST PERTAIN TO AGENDA ITEMS ON THIS AGENDA.

APPROVAL OF AGENDA AND MINUTES

Approval of, including in this Agenda, the consideration of tabled and/or reconsideration items.
For possible action.

Approval of this Agenda after adding emergency items/deleting items.
For possible action.

Approval of the Minutes from the April 1, 2019, LVCCD Committee Meeting.
For possible action.

STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION

A. **LVCCD Charter Review and Evaluation**
That the LVCCD Committee review its Charter and evaluate the Committee's performance pursuant to the Charter.

For possible action.

B. **Las Vegas Convention Center District Phase Three Pre-Construction and Construction Services Contract NO. 19-4572**
That the LVCCD Committee consider recommending to the Board of Directors: 1) Approval of the expenditure of a fixed fee amount of $3,503,030 for pre-construction services and approval of the Martin-Harris/Turner, Joint Venture contract for the Las Vegas Convention Center (LVCC) District Phase Three Renovation project (the Project); 2) Authorizing the LVCVA Chief Executive Officer (CEO)/President, or his designee, to execute the contract documents; and 3) Authorizing any residual unexpended balances to revert to available LVCCD funds.

For possible action.

SET NEXT MEETING DATE

The next Las Vegas Convention Center District Committee meeting will be at the call of the Chair.

DIRECTORS' RECOGNITION

COMMENTS FROM THE FLOOR BY THE PUBLIC

Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Committee at this time, please step up to the podium, clearly state your name, and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

ADJOURNMENT

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board of Directors' minutes must be flat, unfolded, on paper of standard quality, and 8½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The LVCVA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board of Directors may permit the filing of noncomplying [sic] written remarks, documents, and related exhibits pursuant to NRS 241.035(1)(e).

Board of Directors' meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact the Customer Safety Department at: 702-892-7400, which is a 24-hour Dispatch Control Center, or contact Silvia Perez in the Board Office at: 702-892-2802.

Members of the Board may participate in this meeting via telephone conference call. The general public may listen to the conference call at the above-referenced meeting location.

For information or questions regarding this agenda please contact:
Silvia Perez, Executive Assistant to the Board of Directors
3150 Paradise Road, Las Vegas, Nevada 89109
702-892-2802 or sperez@lvcva.com

MINUTES

Las Vegas Convention Center District Committee

April 1, 2019

Las Vegas Convention Center District Committee Meeting

April 1, 2019

Minutes

The Las Vegas Convention Center District (LVCCD) Committee of the Board of Directors of the Las Vegas Convention and Visitors Authority (LVCVA) was held on April 1, 2019, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

Las Vegas Convention Center District Committee Members:
Present unless otherwise noted.
Mr. Chuck Bowling, Chair
Commissioner Larry Brown, Vice Chair
Mayor Carolyn Goodman……via telephone
Mayor Pro Tem Pamela Goynes-Brown……absent
Mr. Tom Jenkin……absent
Councilman John Marz

LVCVA Executive Staff in Attendance	Steve Hill, CEO/President Luke Puschnig, Esq., CEM, Legal Counsel Ed Finger, Chief Financial Officer Brian Yost, Chief Operating Officer Terry Jicinsky, Senior Vice President of Operations Terry Miller, LVCVA Owner's Representative

OPENING CEREMONIES – CALL TO ORDER

Chair Chuck Bowling called the meeting to order at 11:01 a.m.

FLAG SALUTE The Pledge of Allegiance was performed.

COMMENTS FROM THE FLOOR BY THE PUBLIC

There were no comments from the floor by the public.

APPROVAL OF AGENDA AND MINUTES

APPROVAL OF THE AGENDA AND MINUTES

Vice Chair Larry Brown moved and it was carried by unanimous vote of the voting members present, including Member Carolyn Goodman via telephone, to approve the April 1, 2019, LVCCD Committee Meeting agenda and the February 26, 2019, LVCCD Committee Meeting minutes.

OFFICER NOMINATIONS

In accordance with Board Policy 1.04, the following Committee officer elections will be made.

- Chair
- Vice Chair

Vice Chair Larry Brown moved and it was carried by unanimous vote of the voting members present, including Member Carolyn Goodman via telephone, to elect Member Chuck Bowling as Chair of the LVCCD Committee and elect Member Larry Brown as Vice Chair of the LVCCD Committee.

STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION

Steve Hill, CEO/President, thanked the LVCCD Committee and the Oversight Panel for Convention Facilities in Clark County (Oversight Panel) for their continued efforts and input in the expansion and renovation project, and outlined the efforts in creating the Phase Three Renovation Plan.

ITEM A. **Las Vegas Convention Center District Phase Three Renovation Plan and 2019 Oversight Panel Resolution**

Terry Jicinsky, Senior Vice President of Operations, explained the difference between the recommendations for the Oversight Panel and the LVCCD Committee based on Senate Bill No.1 (SB1) requirements and requested that the LVCCD Committee consider recommending to the Board of Directors: 1) Approval of the Phase Three Renovation Plan as presented; 2) Approval and adoption of the Resolution providing for the issuance of bonds in one or more series for an additional $300M for the purpose of financing Phase Three of the Las Vegas Convention Center (LVCC) District project.

Fiscal Impact

Costs of issuance will be dependent on the timing and size of each bond issue and are eligible to be paid from bond proceeds. Debt service on the bonds, when issued, will be paid from SB1 supplemental new funding and other existing LVCVA revenues.

Mr. Jicinsky introduced Terry Miller, LVCVA Owner's Representative, to deliver a PowerPoint presentation on item A.

Mr. Miller reiterated the Oversight Panel's recommendation from their May 11, 2017, Regular Meeting, and presented a PowerPoint presentation on the Phase Three Renovation Plan's scope of work, budget, schedule, and delivery method.

Oversight Panel Member Michael Crome noted the participation from minority, women, veteran owned, and small business enterprises in Phase Two thus far, and asked how their participation will be tracked for Phase Three. Mr. Miller answered that as a public agency of the State of Nevada, goals of participation are not established, but as an agency are "absolutely committed to inclusion programs", and commented on their specific request for a work plan for inclusion participation in the Request for Proposals (RFP) process for Phase Two and Phase Three. Mr. Miller explained the statute requirement for RFP submittals to have 15% small business enterprise participation, and the inclusion program does not require an established percentage goal.

Member Crome clarified Mr. Miller's comments, to which Mr. Miller agreed and stated that quarterly reports are required as part of the contract, as well as a work plan that outlines the commitments to inclusion programs, and introduced Guy Martin, Co-Principal of Turner Martin-Harris, to further address Member Crome's question.

Mr. Martin clarified Member Crome's inquiry, noted the partnership with Sumnu Marketing, and introduced Shaundell Newsome, Founder and Visionary of Sumnu Marketing, to explain the inclusion program.

Mr. Newsome discussed the "three-prong approach" of outreach, education, and matchmaking, introduced the inclusion program team, and discussed the outreach efforts and involvement of the partnerships with the Urban Chamber of Commerce, Nevada Small Business Administration, NAMAC, Nevada Contractors Association (NCA) Diversity and Inclusion Council, Latin Chamber of Commerce, Women's Business Enterprise Council, and the Western Regional Minority Supplier Development Council (WRMSDC). Mr. Newsome explained the education and prequalification efforts for small business enterprises according to SB1 requirements.

Mr. Martin discussed the 25% small business enterprise inclusion goal in the Turner Martin-Harris presentation as the Construction Manager at Risk stating the goal equates to between $189M and $190M, and within the $190M is a target goal of 14% minority owned business participation and 7% women owned participation, and referenced Chair Ham's question clarifying the 25% small business goal is a global goal. Mr. Martin explained that the 7% women owned business goal equates to about $13M worth of contracts being awarded and the 14% minority goal is an estimated amount of $26M to $27M. Mr. Martin discussed $105M worth of small business contracts have been contracted to date, and explained the tracking process outlining the 20% small business participation requirement in the subcontractor contracts. Mr. Martin announced the 25% small business participation goal is on track for achievement, emphasized the importance of small businesses understanding the credential requirements under SB1, and clarified the final numbers of the participation are still being processed. Mr. Martin highlighted the visibility of the construction of the expansion, discussed the statistics in their efforts in Phase Two, including 24 hosted events, more than 330 attendees, and the creation of 60 large to small business alliances. Mr. Martin highlighted the use of small businesses in the the clean-up of the debris on the construction site within statutory guidelines, detailed the minority workforce inclusion of 1,100 associates on site, of which 74% are skilled tradesmen and women, 84% are Nevada residents, 62% are minorities, and 10% are veterans. Mr. Martin also discussed the project is being built at a rate of $1.15M per calendar day.

Member Crome thanked Mr. Martin and Mr. Newsome, and requested staff track the participation for Phase Three, and provide a follow-up on the inclusion and small business program.

Ed Finger, Chief Financial Officer, provided a PowerPoint presentation on the 2019 Oversight Panel Resolution.

Panel Member Crome inquired about the assumption of the 0% growth rate in room tax in the general fund, to which Mr. Finger explained that the growth rate is a portion of the LVCVA's financial model and includes the general fund, and explained the impact of the general fund receiving a 0% growth rate.

Panel Chair Bill Ham clarified if the model presented had the original assumptions as the 2017 Oversight Panel Resolution, to which Mr. Finger confirmed. Chair Ham asked if the assumptions didn't turn out, if the general fund transfers balance would need to be made up to stay neutral, to which Mr. Finger agreed and explained the general fund transfers. Chair Ham clarified the model has been fully described to staff, the LVCVA Board of Directors, and Mr. Hill, to which Mr. Finger confirmed.

Mr. Hill clarified the model does not contemplate the recent sale of land the LVCVA has announced.

Mr. Jicinsky read the full recommendation for Item A.

Member Carolyn Goodman moved, seconded by Chair Chuck Bowling, and it was carried by unanimous vote of the voting members present, including Member Carolyn Goodman via telephone, that the LVCCD Committee recommend to the Board of Directors: 1) Approval of the Phase Three Renovation Plan as presented; 2) Approval and adoption of the Resolution providing for the issuance of bonds in one or more series for an additional $300M for the purpose of financing Phase Three of the Las Vegas Convention Center (LVCC) District project.

ITEM B. **Las Vegas Convention Center District Phase Three Renovation Project Klai Juba Wald Professional Services Agreement NO. 19-4561**

Mr. Jicinsky requested that the LVCCD Committee consider recommending to the Board of Directors: 1) Approval of the expenditure of a fixed fee amount of $29,200,000, and a LVCVA controlled contingency of $2,800,000, for the period of April 9, 2019, to December 31, 2023, and approve the Klai Juba Wald Professional Services Agreement to provide professional services as the Architect of Record for the Las Vegas Convention Center (LVCC) District Phase Three Renovation project; 2) Authorizing the LVCVA Chief Executive Officer (CEO)/President, or his designee, to execute the contract documents; and 3) Authorizing any residual unexpended balances from the agreement to revert to available LVCCD funds.

Fiscal Impact

FY 2019	$ 5,000,000	Estimated expenditure
FY 2020	$12,000,000	Estimated expenditure
FY 2021	$10,000,000	Estimated expenditure
FY 2022	$ 5,000,000	Estimated expenditure

Mr. Miller delivered a PowerPoint presentation on the Architect of Record recommendation process, architectural fees, and contract terms and conditions.

Chair Chuck Bowling discussed the efforts of the LVCCD Committee's discussion of fees for the Architect of Record, and expressed his excitement for the recommendation.

Member John Marz moved and it was carried by unanimous vote of the voting members present, including Member Carolyn Goodman via telephone, that the LVCCD Committee recommend to the Board of Directors: 1) Approval of the expenditure of a fixed fee amount of $29,200,000, and a LVCVA controlled contingency of $2,800,000, for the period of April 9, 2019, to December 31, 2023, and approve the Klai Juba Wald Professional Services Agreement to provide professional services as the Architect of Record for the Las Vegas Convention Center (LVCC) District Phase Three Renovation project; 2) Authorizing the LVCVA Chief Executive Officer (CEO)/President, or his designee, to execute the contract documents; and 3) Authorizing any residual unexpended balances from the agreement to revert to available LVCCD funds.

SET NEXT MEETING DATE

The next LVCCD Committee Meeting will be on May 8, 2019.

DIRECTORS' RECOGNITION

There were no comments from the Directors.

COMMENTS FROM THE FLOOR BY THE PUBLIC

There were no comments from the floor by the public.

ADJOURNMENT

Chair Bowling adjourned the meeting at 12:05 p.m.

Respectfully submitted,

Christal Harrison
Assistant to the Board of Directors

Date Approved: *May 8, 2019*

Chuck Bowling
LVCCD Committee Chair

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE MEETING
AGENDA DOCUMENTATION

MEETING DATE:	**MAY 8, 2019**	**ITEM A**
TO:	**LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE**	
FROM:	**TERRY JICINSKY** **SENIOR VICE PRESIDENT OF OPERATIONS**	
SUBJECT:	**LVCCD CHARTER REVIEW AND EVALUATION**	

RECOMMENDATION

That the Las Vegas Convention Center District (LVCCD) Committee review its Charter and evaluate the Committee's performance pursuant to the Charter.

For possible action.

FISCAL IMPACT

None

COMMITTEE ACTION:	

STEVE HILL
CEO/PRESIDENT

PURPOSE AND BACKGROUND

On March 1, 2018, the LVCCD Committee adopted a Charter for its operations. The attached Charter requires that the Committee annually review and reassess the Charter, and recommend to the LVCVA Board of Directors any changes to the Charter. In addition, the Charter requires that the Committee evaluate its own performance over the last year.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY-
LAS VEGAS CONVENTION CENTER DISTRICT-
COMMITTEE CHARTER

I. Preamble

The Las Vegas Convention and Visitors Authority ("LVCVA") Las Vegas Convention Center District Committee ("Committee") is a committee of the Board of Directors. As set forth below, the Committee shall have the authority to recommend to the Board of Directors policies and funding decisions related to the planning and construction of the Las Vegas Convention Center District ("LVCCD") and such other duties as the Board shall delegate.

II. Organization

1. *Charter.* Annually, this charter shall be reviewed and reassessed by the Committee and any proposed changes shall be submitted to the Board of Directors for approval.
2. *Members.* The Chair of the LVCVA Board shall appoint the members of the Committee and may appoint the Chair of the Committee. The Committee may nominate and appoint the Chair of the Committee. The LVCVA Board must ratify any such appointment. The Committee shall be comprised of at least four (4) members, two (2) of which are public officials and two (2) that are private industry members. The Board of Directors may change committee members.
3. *Meetings.* In order to discharge its responsibilities, the Committee shall establish a meeting schedule as necessary. Additional meetings may be scheduled as required.

4. *Agenda, Minutes and Reports.* In consultation with the Committee Chair, the CEO shall be responsible for establishing the agendas for meetings of the Committee. An agenda, together with materials relating to the subject matter of each meeting, shall be sent to members of the Committee prior to each meeting. Minutes for all meetings of the Committee shall be prepared to document the Committee's discharge of its responsibilities. The Committee shall make reports to the Board of Directors and seek Board approval for the Committee's recommendations.

III. Responsibilities

The following shall be the principal responsibilities of the Committee:

1. *LVCCD Oversight.* In a public meeting, the Committee shall consider, evaluate and oversee the long-term planning, development, implementation, and updating of the LVCCD capital programs, budgets and funding proposals and define the process to hire and approve all (board level) professionals and construction companies.
2. *Board Approval*: The Committee will recommend to the Board of Directors for approval any and all LVCCD programs, budgets and funding proposals.
3. *Committee Performance Evaluation.* Annually, the Committee shall evaluate its own performance.
4. *Access to Consultants.* The Committee shall have the resources and authority to discharge its duties and responsibilities as described herein. The Committee shall oversee studies in furtherance of the implementation of the LVCCD.
5. *Delegation.* Committee may delegate any of its responsibilities to a subcommittee comprised of one or more members of the Committee, the Board or members of LVCVA staff.
6. *Other Duties.* The Committee shall also carry out such other duties as may be delegated to it by the Board of Directors from time to time.

IV. Adoption

The above and foregoing consisting of three (3) pages, including this page, were duly and regularly adopted as the Las Vegas Convention and Visitors Authority LVCCD Committee Charter this 13 day of March, 2018.

Chair
LVCCD Committee

The above and foregoing consisting of three (3) pages, including this page, were duly and regularly adopted as the Las Vegas Convention and Visitors Authority LVCCD Committee Charter this 13 day of March, 2018.

Chair
LVCVA Board of Directors

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE MEETING
AGENDA DOCUMENTATION

MEETING DATE:	**MAY 8, 2019**	**ITEM B**
TO:	**LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE**	
FROM:	**TERRY JICINSKY** **SENIOR VICE PRESIDENT OF OPERATIONS**	
SUBJECT:	**LAS VEGAS CONVENTION CENTER DISTRICT PHASE THREE PRE-CONSTRUCTION AND CONSTRUCTION SERVICES CONTRACT NO. 19-4572**	

RECOMMENDATION

That the Las Vegas Convention Center District (LVCCD) Committee consider recommending to the Board of Directors: 1) Approval of the expenditure of a fixed fee amount of $3,503,030 for pre-construction services and approval of the Martin-Harris/Turner, Joint Venture contract for the Las Vegas Convention Center (LVCC) District Phase Three Renovation project (the Project); 2) Authorizing the Las Vegas Convention and Visitors Authority (LVCVA) Chief Executive Officer (CEO)/President, or his designee, to execute the contract documents; and 3) Authorizing any residual unexpended balances to revert to available LVCCD funds.

For possible action.

FISCAL IMPACT

FY 2019:	$ 503,030	Estimated expenditure
FY 2020:	$3,000,000	Estimated expenditure

COMMITTEE ACTION:	

STEVE HILL
CEO/PRESIDENT

PURPOSE AND BACKGROUND

On April 9, 2019, the LVCVA Board of Directors approved the LVCC District Supplement Plan for the Phase Three Renovation of the Las Vegas Convention Center as recommended by the Oversight Panel for Convention Facilities in Clark County.

Las Vegas Convention and Visitors Authority
Las Vegas Convention Center District Committee Meeting
Agenda Documentation
Meeting Date: May 8, 2019
Subject: Las Vegas Convention Center District Phase Three
Pre-Construction and Construction Services Contract NO. 19-4572

As specified in the Supplement Plan, staff has completed an evaluation process for the selection of a Construction Management (CM) firm for pre-construction and construction services for the Phase Three Renovation. The CM will receive a set fee for pre-construction services, and a percentage fee of the cost of the work for management of the construction. The contract will be a Fixed Price construction contract.

The Phase Three Renovation is anticipated to be completed in five construction sequences. The CM will develop a Fixed Price for each sequence, with terms of each agreement being presented to the Board of Directors on an individual basis as Phase Three progresses.

In accordance with the Nevada Revised Statutes (NRS) Chapter 338 and the LVCVA's Policies and Procedures for procurement, LVCVA staff, and Cordell Corporation as the Owner Representative for the Project, implemented five steps in an evaluation process to determine the most qualified Construction Management company/team for the Project.

The following describes each of the five steps:

1. Request for Qualifications (RFQ):

   Construction Management companies/teams submitted their qualifications for consideration of providing pre-construction and construction services for the Project. Seven submittals were received by the deadline of March 1, 2019. The Evaluation Team reviewed and evaluated all seven submittals and determined the following five companies/teams met the qualifications required to continue the evaluation process:

   AECOM Hunt

   Harris / Yates Joint Venture

   Martin-Harris / Turner Construction Joint Venture

   The Penta Building Group

   Tutor Perini Corporation

2. Request for Proposal (RFP):

   Companies/teams determined to be qualified based upon the previous step in the evaluation were issued an RFP and were requested to provide a construction management proposal (non-cost/non-fee based proposal) detailing their approach to providing the pre-construction and construction services necessary to construct the Project. All five respondents submitted their proposals on the due date of April 3, 2019. The Evaluation Team reviewed and evaluated all five submittals, and through a numerical ranking of each against weighted criteria as detailed in the RFP, determined the following three companies/teams would continue the evaluation process:

   AECOM Hunt

   Martin-Harris / Turner Construction Joint Venture

   The Penta Building Group

3. Request for Price Proposal (RFPP)

   In accordance with NRS Chapter 338, the competing companies/teams requested to continue in the evaluation process were asked to submit a Pricing Proposal for the pre-construction and construction services to be provided. In addition to responses to the technical issues of construction of the expansion, a key component of the request was their specific response to the fees to be charged for their services. All three respondents submitted their proposal on the due date of April 22, 2019.

4. Interview

   Based upon receipt of the response to the RFPP on April 22, 2019, and in compliance with the requested information in the RFPP, the three respondents were invited to make a presentation to the Evaluation Team on May 1, 2019. All three competing companies/firms were requested to present their proposal to the Evaluation Team and were asked to include proposed key staff in the interview.

5. Final Ranking

   A numerical ranking of the competing companies/teams based upon review of information received in response to the RFPP and the interview of each company/team determined the highest ranked company/team. Upon conclusion of the interviews, and in accordance with NRS Chapter 338, each of the members of the Evaluation Team used a weighted scoring methodology of 100 points for each competitor as set forth in the RFPP to determine a numerical ranking of the competitors. The following table shows the results of the Evaluation Team's rankings:

Ranking	CMAR Team	Total Pts
1	Martin-Harris / Turner	353.76
2	AECOM Hunt	349.64
3	Penta Building Group	340.00

SUMMARY OF TERMS OF AGREEMENT

Based upon the price proposal received from Martin-Harris / Turner, Joint Venture, the LVCVA Contract No.19-4572 identifies a fixed fee of **Three Million Five Hundred Three Thousand Thirty Dollars** ($3,503,030) for pre-construction services for the Project.

Additionally, the contract identifies the fee for managing the construction of the Project as **Two and Sixty-Five Hundredths** percent (2.65%) of the actual cost of the work, (cost of work to be determined by individual Fixed Fee agreements for each of the five anticipated construction sequences). The contract also specified a separate fee for managing all LVCVA-approved Project change orders beyond the Fixed Prices as **Two and Twenty-Five Hundredths** (2.25%) of the cost of the work.

Based upon this process, staff recommends the LVCCD Committee consider recommending to the LVCVA Board of Directors approval of Martin-Harris / Turner, Joint Venture to provide pre-construction and construction services for the LVCC District Phase Three Renovation project.

CONTRACT FOR THE
CONSTRUCTION MANAGER AT RISK ("CMAR")
for the
LAS VEGAS CONVENTION CENTER DISTRICT PHASE THREE RENOVATION
CONTRACT NO. 19-4572
PWP #CL-2019-194

THIS Contract, made and entered into this 14th day of May, 2019 between the Las Vegas Convention and Visitors Authority, a Nevada local government agency, hereinafter referred to as the "Authority" and Martin-Harris / Turner, A Joint Venture, a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "CMAR".

WITNESSETH: That the said CMAR having been awarded the Contract for the Pre-Construction Services (the Services) and upon successful negotiation and approval by the Authority's Board of Directors of multiple Fixed Price Contracts for the construction sequences of the LVCC District Phase Three Renovation of the Las Vegas Convention Center located on the site bounded by Paradise Road, North Road, Joe W. Brown Drive, Sierra Vista Drive and Swenson Street in accordance with the Proposal (the "Work") therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by CMAR and Authority, CMAR hereby covenants and agrees to and with Authority to undertake and execute all of the said named Services and Work, in a good, substantial, professional and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the Services and the Work, in strict accordance with all the provisions of the Contract including the following documents and Exhibits attached hereto and made a part hereof (the "Contract Documents"):

1. Amendments (as executed subsequent to the Contract)
2. Contract
3. Exhibit "A" – CMAR Pre-Construction Service Scope of Work
4. Exhibit "B" - General Conditions (To be finalized with each Fixed Price Contract Amendment)
5. Exhibit "C" - Special Conditions (To be finalized with each Fixed Price Contract Amendment)
6. Exhibit "D" – Contract Price (To be finalized with each Fixed Price Contract Amendment)
7. Exhibit "E" – Payment of The Contract (To be finalized with each Fixed Price Contract Amendment)
8. Exhibit "F" - Construction Documents (To be finalized with each Fixed Price Contract Amendment)

CMAR agrees to submit a Fixed Price for the project within sixty (60) days of receipt of bids for each construction sequence of the renovation project. CMAR agrees that the Pre-Construction Fee, the

Construction Management Fee for the Work and the Construction Management Fee for Change Orders are hereby fixed for the entirety of the project for all construction sequences as follows:

PRECONSTRUCTION FEE:

Fixed sum of $3,503,030

CONSTRUCTION MANAGEMENT FEE:

Equal to 2.65 of the cost of the Work as defined in the Fixed Price.

CONSTRUCTION MANAGEMENT FEE for CHANGE ORDERS:

Equal to 2.25 of the cost of the Change Order Work, as approved by the Authority during execution of the Work and in accordance with the Contract Documents.

The prices named in the Contract are for the Pre-Construction Services and the Construction Management Fees for the entirety of the Project, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the Services and the Work, and of maintaining the same until it is accepted by Authority in accordance with the Contract Documents.

CMAR shall commence the Pre-Construction Servcies to be performed under this Contract on the date set by Authority in a written Notice to Proceed, continuing to provide the Services with diligence and shall complete the Services in accordance with Exhibit C Special Conditions.

Upon approval by the Authority Board of Directors of the terms and conditions of each Fixed Price for each construction sequence, CMAR shall commence the Work to be performed under this Contract, and Amendments to the same, on the date set by Authority in a written Notice to Proceed, continuing the Work with diligence and shall complete the entire Work in accordance with the Contract Documents. Further, in the event interim milestone completion dates are established in the Contract Documents, for separable portions of the Work, CMAR agrees to complete said separable portions of the Work in accordance with said milestone dates.

CMAR acknowledges that the time for completion of the Work is sufficient for it to perform all the Work. In case of failure on the part of CMAR to complete the Work within the time(s) specified in the Contract Documents, or within such additional time(s) as may be granted by formal action of the Authority or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract Documents or any extensions thereof, Authority reserves the right to require CMAR pay to Authority as liquidated damages, the sum(s) indicated in Exhibit C Special Conditions, if so established therein for Milestone completion dates of separable parts of the Work and the final completion of the Work.

The Award of this Contract is subject to the condition precedent required by the Contract Documents.

IN WITNESS WHEREOF, the Authority has authorized its Chief Executive Officer to execute this Contract on behalf of the Authority, and CMAR has hereunto set its hand and seal the day and year above written.

LAS VEGAS CONVENTION AND
VISITORS AUTHORITY

BY: _____ Date:_____

STEVEN D. HILL
Chief Executive Officer/President

APPROVED AS TO FORM:

By:_____ Date:_____

LUKE PUSCHNIG
LVCVA Legal Counsel

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

Martin-Harris / Turner, A Joint Venture
(Construction Manager At Risk)

By:_____ Date:_____

(SEAL)

(SEAL)

EXHIBIT A
SCOPE OF WORK
CMAR PRECONSTRUCTION SERVICES

1.0 CMAR PRECONSTRUCTION SERVICES SCOPE OF WORK

1.1 The Construction Manager at Risk (CMAR) shall provide complete pre-construction management services during the design until the execution of the Fixed Price for each construction sequence per the General Conditions of the Contract. The purpose of the CMAR's responsibilities is to provide the expertise necessary to ensure that the program objectives are realized, the ongoing operations of the LVCC can be maintained during construction and the project budget and schedule are met.

1.2 The CMAR shall actively participate as a member of the project team with the Authority, Owner Representative and the Architect of Record's team in the development of:

a. Design documents,

b. Fixed Price bid documents,

c. Construction documents,

d. LVCVA's lessee(s) coordination plans,

e. Regulatory permitting,

f. Constructability reviews,

g. Value engineering reviews,

h. Construction cost estimating

i. Other typical pre-construction services of the CMAR.

1.3 The CMAR shall provide pre-construction services including:

a. Attending and participating in design meetings with the Authority, Owner Representative and Architect's team;

b. Assessing and recommending site logistics requirements;

c. Recommending phasing and sequencing of the work;

d. Identify early construction packages as anticipated to meet the scheduled project completion date.

e. Construction scheduling; including establishing milestone dates, substantial completion and final completion dates for approval of the Authority and/or Owner Representative;

f. Coordination planning for LVCVA's lessee(s);

g. Cost estimating;

h. Assessing alternative construction methods and products for value engineering and life cycle cost considerations;

i. Participating in the Authority's phased design and construction document reviews.

j. Develop safety, risk management and subcontracting procedures/programs for the project.

k. Develop Contractor Controlled Insurance Program (CCIP) manuals, request for insurance proposals, secure market pricing and be prepared to Bind coverage prior to the start of construction.

EXHIBIT B
GENERAL CONDITIONS
(TO BE FINALIZED WITH FIXED PRICE)

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APPENDICES

APPENDIX A – CONTRACT DELIVERABLES

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I. DEFINITIONS AND INTERPRETATION

A. DEFINITIONS

Some terms used in this Contract are defined in the Contract. In addition, the following terms as used in this Contract shall have the meanings set forth below:

1. "Addenda" or "Addendum" means any written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents.
2. "Agreement" is the entire written contract between the Authority and CMAR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. "Allowance Item" means a predetermined dollar amount established by the Authority for Work to be performed by the CMAR that is an estimate of the price of the Work and which will be authorized through the Change Order process.
4. "Alternative Dispute Resolution" means any method of dispute resolution falling outside a judicial resolution process, including, but not limited to, negotiation, arbitration, or mediation.
5. "Apparent Low Bidder" means the Bidder who appears at the time of the Bid opening to have the lowest Bid and to be qualified, responsible and responsive.
6. "Appendix" or Appendices means any of the documents and, as applicable, any attachments thereto, that are appended to this Contract and identified as such herein.
7. "Applicable Law" means (1) any federal, state or local law, code or regulation applicable to the Project Work or pertaining to construction means and methods or (2) any formally adopted and generally applicable rule, requirement, regulation, determination, standard, policy, implementation schedule or other order of any governmental body having appropriate jurisdiction.
8. "Application for Payment" or "Payment Application" means the form accepted by the Authority that is to be used by the CMAR in requesting progress or final payments for the construction portion of the Work.
9. "Architect" means a registered architect licensed in the State of Nevada who is in responsible charge for the design of all or a portion of the Work on the Project.
10. "As-Built(s)" means record drawings or drawings representing the 'as-built' condition of the Work.
11. "Authority" means the Las Vegas Convention and Visitors Authority, including its directors, officers, employees and also those persons delegated responsibility or authority to act on behalf of the Authority.
12. "Authority Fault" means those events defined in the General Conditions to the extent not directly attributable to any Uncontrollable Circumstance.
13. "Authority Property" means any structures, improvements, equipment, or any other systems, fixtures, or real or personal property owned, leased, operated, maintained, or occupied by the Authority.
14. "Baseline Schedule" means a fixed project schedule used in measuring project progress and contract performance which shall be provided to the Authority by the CMAR.
15. "Bid" means the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

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16. "Bid Documents" or "Bidding Documents" means the Invitation for Bids and all accompanying documents, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

17. "Bid Guarantee" means a cashier's check or bid bond accompanying the Bid in the amount of 5% of the total Bid price payable to Authority as a guarantee that the Bidder, if his Bid is accepted, will promptly execute the Agreement and provide the necessary bonds, insurance certificates and other required documentation.

18. "Bidder" means the person, firm or corporation submitting a Bid for the Work to be performed.

19. "Bonds" mean the bid, payment or performance bond required by this Contract.

20. "Business Days" means except for Holidays, any Monday through Friday from 8 a.m. to 5 p.m. during the performance of the Work.

21. "Call-Back Warranty" means the CMAR must repair or replace any Work found to be defective or not in conformance with the requirements of this Contract

22. "CCIP" means a CMAR Controlled Insurance Program that protects the CMAR, all subcontractor tiers, the Authority and/or the Owner Representative from liability and workers' compensation.

23. "Certified Payroll Report" means the record required to be compiled, maintained and submitted by the CMAR and its Subcontractors to Authority in compliance with NRS 338.070 and/or any other provisions of Nevada law.

24. "Change Authorization" means a written order issued by the Authority to the CMAR after the Contract Date authorizing use of "Allowance Items."

25. "Change Order" means a document that authorizes an addition, deletion or revision to the Work, and if warranted, an adjustment in the Contract Price or the Contract Times, or terms and conditions of the Contract Documents, issued on or after the Contract Award Date.

26. "Claim" means a written statement requesting an adjustment of the Contract Price or Contract Times for acts or omissions during the performance of the Contract and for which there may be some dispute between the Authority and CMAR over entitlement to the requested adjustment.

27. "Common Industry Terms", "Common Practice" and "Common Usage" shall not be applied as construction criteria whenever details and specifications or governing codes and ordinances require or imply a definition or standard different than these common usages.

28. "Concurrent Delay" means a delay caused by or within the control of the CMAR which is concurrent with a delay caused by or within the control of the Authority or a third-party without contractual privacy to the CMAR.

29. "Construction Change Directive" means a written directive to CMAR issued on or after the Agreement is signed by the Authority ordering an addition, deletion or change in the Work, when Authority and CMAR are unable to agree as to the extent, if any, of an adjustment in Contract Price or Contract Times. If the Authority believes there is an impact to the Contract Price and/or the Contract Times, the Construction Change Directive will include an order of magnitude estimate of the impact. A Construction Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change ordered or documented by a Construction Change Directive shall be incorporated in a subsequently-issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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30. "Construction Manager at Risk" or "CMAR" means the entity, firm or organization with whom the Authority has entered into this Contract.

31. "Construction Manager at Risk Contract Price" or "CMAR Contract Price" has the meaning set forth in the Contract

32. "Construction Manager at Risk Fault" or "CMAR Fault" means: (1) any breach by the CMAR of its representations, warranties and covenants, all as set forth in this Contract (including the untruth of any CMAR representation or warranty herein set forth), and (2) any negligence, failure, non-performance or non-compliance by the CMAR with respect to its obligations and responsibilities under this Contract to the extent not directly attributable to any Uncontrollable Circumstance.

33. "Construction Manager at Risk Work," "CMAR Work." or "Work" means everything required to be furnished and done for and relating to the construction of the Project by the CMAR pursuant to the Contract. CMAR Work includes the employment and furnishing of all construction services, labor, materials, equipment, supplies, tools, scaffolding, transportation, utilities, temporary facilities and other items and services of every kind whatsoever necessary for the full performance and completion of the CMAR's responsibility to obtain permits, procurement of equipment and materials, construction, management, coordination and related obligations with respect to the construction of the Project under this Contract, including all completed structures, assemblies, fabrications, acquisitions and installations, and all of the CMAR's administrative, accounting, record keeping, notification and similar responsibilities of every kind whatsoever under this Contract pertaining to such obligations. A reference to CMAR Work shall mean any part and all of the CMAR Work unless the context otherwise requires, and shall include all Extra CMAR Work authorized by Change Order or Work Change Directive.

34. "Construction Notice to Proceed" means the written notification by the Authority to CMAR authorizing the commencement of construction of the Project.

35. "Construction Period" means the period from and including the Construction Start Date through the date of Final Completion.

36. "Construction Sequence" means one of the five construction phases of the work defined in the Phase Three Renovation Plan including: 1) Back of House Improvements, 2) North Hall, 3) Central Hall, 4) Upper South Hall, 5) Lower South Hall.

37. "Construction Start Date" means the date established as indicated in the Contract commencing at the time of issuance of the Construction Notice to Proceed when construction work may begin.

38. "Contract" or "Contract Documents" means this CMAR Construction Contract for Project No. 18-4493, between the CMAR and the Authority, including the Appendices, any Fixed Price with attachments plans and specifications, these general conditions and the underlying Contract as executed by the parties, and all appendices and exhibits thereto.

39. "Contract Award Date" means the date this Contract is awarded by the Authority to the CMAR and date this Contract becomes effective.

40. "Contract Price" or "CMAR Contract Price" means the monies payable by Authority to CMAR, consisting of the Cost of the Work, plus CMAR Fee, which in no event shall exceed the Fixed Price, for completion of the Work in accordance with the Contract and Contract Documents and subject to all adjustments made in accordance with the Contract Documents, including but not limited to any amendments hereto and the assessment of liquidated damages.

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41. “Contract Representative” means, in the case of the CMAR, the individual specified in writing by the CMAR as the representative of the CMAR for all purposes of this Contract and, in the case of the Authority, Owner Representative or such other representative as shall be designated by the Authority.

42. “Contract Specifications” or “Specifications” mean those portions of the Contract Documents contained in the Appendices and consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

43. “Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Laws, Codes or Standards; (2) the Contract and all Appendices; (3) the Project Warranties; (4) Good Construction Practice; (5) the QA/QC Plan; (6) the Operation and Maintenance Manuals; (7) applicable written equipment manufacturers’ specifications; (8) applicable Insurance Requirements; (9) safety standards and (10) any other standard, term, condition or requirement specifically provided in this Contract to be observed by the CMAR. The Contract shall govern issues of interpretation related to the applicability and stringency of the Contract Standards.

44. “Contract Time” means the number of calendar days or dates stated in the Special Conditions for which the CMAR is allowed to achieve Substantial Completion, Temporary Certificate of Occupancy, Final Completion and any interim Milestones from the date of the Authority’s written Construction Notice to Proceed and as adjusted in accordance with the Contract Documents.

45. “Contractor” means “Construction Manager at Risk (CMAR)” and vice versa except for the Authority’s third-party contractor(s).

46. “CPM Schedule” means the method by which activity durations and the relationships between activities are used to mathematically calculate a schedule for the entire Project. CPM focuses attention on the critical path of activities that affect the completion date for the Project or an intermediate deadline. Early dates, the earliest possible dates each activity can start and finish, and late dates, the latest possible dates each activity can start and finish without delaying the Project finish or an intermediate deadline (constraint) are also calculated.

47. “Cost of the Work” means the sum of all costs necessarily incurred and paid by CMAR in the proper performance of the Work and as applicable to changes, as defined in the Contract Documents.

48. “Critical Path” means a continuous chain of activities with zero or negative float running from the start event to the finish event in the schedule.

49. “Day” or “Days” means calendar days.

50. “Defective” is an adjective which when modifying the word work refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the requirements of the Contract Documents or does not meet the requirement of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Payment (unless responsibility for the protection thereof has been assumed by the Authority at Substantial Completion).

51. “Design Documents” means the Contract Specifications and the plans, drawings, prints, electronic documents and other design documents prepared in connection with the Work in accordance with the Design Requirements and approved by the Authority.

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52. “Design Firm” means the entities or organizations of design professionals, including any Architect, Engineer or Consultant responsible for the design of the Project or a portion of the Project.

53. “Design Requirements” means the criteria by which the scope, extent and character of the Work to be furnished by CMAR is derived.

54. “Drawings” or “Contract Drawings” means those documents which show the scope, extent and character of the Work to be furnished and performed by CMAR and which have been prepared by the Design Firm and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

55. “Engineer” means a professional engineer licensed in the State of Nevada who is in responsible charge for a portion of or all of the Work.

56. “Extra CMAR Work” means any CMAR Work that is outside the scope or requirements of the original Contract Documents and is Authority-directed or requested by CMAR and approved by the Authority pursuant to Section VII(M), and that is in addition to the CMAR Work originally required hereunder.

57. “Fees and Costs” means Authority-approved reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any legal proceeding.

58. “Final Audit” means the Authority’s audit of the CMAR’s records that shall be performed thirty (30) days after the final date.

59. “Final Closeout” has the meaning set forth in Section VII(R).

60. “Final Completion” has the meaning set forth in Section VII(Q).

61. “Final Completion Date” means the date certified by the Authority as the date that CMAR achieves Final Completion.

62. “Final Payment” means the final amount paid to the CMAR after all Work has been performed and all required releases have been received.

63. “First Tier Subcontractor” is a Subcontractor who contracts directly with the CMAR to provide, labor, materials or services for the Work.

64. “General Conditions” means the general requirements which are part of the Contract and are contained in Exhibit B.

65. “Allowance” means a predetermined dollar amount mutually agreed upon between the CMAR and Authority for areas of Work to be performed by the CMAR and included in the Fixed Price.

66. “Good Construction Practices” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good equipping, installation, construction, commissioning and testing practices for the construction and improvement of capital assets in the construction industry as followed in the southwestern region of the United States and as reasonably inferable from the Contract documents.

67. “Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

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68. “Fixed Price” means the maximum amount which the Authority is obligated to pay CMAR for construction of the Project, inclusive of all costs and fees of CMAR in connection with the Work.

69. “Hazardous Material” means any waste, substance, object or material deemed hazardous under Applicable Law, including but not limited to asbestos, PCBs, petroleum, hazardous waste or radioactive material.

70. “Holidays” include New Year's Day, Presidents' Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. If a holiday occurs on Saturday, it shall be observed on the preceding Friday and a holiday occurring on Sunday shall be observed on the following Monday.

71. “Insurance Requirement” means any rule, regulation, code, or requirement issued by any insurance company which has issued a policy of required insurance under this Contract, as in effect during this Contract, compliance with which is a condition to the effectiveness of such policy.

72. “Key Personnel” means those individuals identified by CMAR to be the CMAR’s Project Manager, General Superintendent, Subcontracts Coordinator, Project Controls Lead, Chief of Quality Control and Safety Officer. Each of these individuals shall be required to have, and to maintain, the appropriate training for their respective positions and shall be full time in such positions.

73. “Labor Commissioner” means the person appointed and functioning pursuant to NRS Chapter 607 who is charged with enforcing the labor laws of the State of Nevada.

74. “Las Vegas Convention and Visitors Authority (LVCVA)” means “Authority” and vice versa.

75. “Latent Defect” means a hidden or concealed deficiency or fault in the Work which the Authority, until its discovery, has no knowledge, or which, in the exercise of reasonable care, the Authority could have had no knowledge.

76. “Lien” means any and every lien against the Project or against any monies due or to become due from the Authority to the CMAR or any subcontractor under this Contract, for or on account of the Work, including mechanics’, materialmen’s, laborers’ and lenders’ liens.

77. “Milestone” means a principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

78. “MSDS” means a Material Safety Data Sheet that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with a chemical product and is an essential starting point for the development of a complete health and safety program.

79. “Notice of Award” means a notice provided by the Authority to the CMAR regarding the award of the Agreement for the Work. Contract Times will commence upon receipt of Notice of Award by CMAR.

80. “Notice to Proceed” (NTP) means the written notice given by Authority to CMAR authorizing CMAR to commence the Work.

81. “NRS” means the Nevada Revised Statutes, as amended from time to time.

82. “OSHA” means the Occupational Health and Safety Administration and “OSHES” means the Occupational Safety and Health Enforcement Section.

83. “Owner” means “Authority” and vice versa.

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84. “Owner-Furnished Materials” means material owned by the LVCC that the Authority will make available to the CMAR for the Work.

85. “Owner Representative” means Authority personnel and/or other non-design consultants hired by the Authority to act as the Authority’s agent in the management and administration of the Project.

86. “Partial Utilization” means use by the Authority of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of the Work.

87. “Permits” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Construction of the Project.

88. “Project” means the total construction of the Work to be provided under the Contract Documents; may be the whole, or a part as indicated elsewhere in the Contract Documents.

89. “Project Site” or “Site” or “Work Site” means the real property on which the Project is to be constructed by the CMAR, including all staging and office areas designated by the Authority or any other property used by the CMAR to perform the Work.

90. “Punch List” means the list created at Substantial Completion of work items remaining to be performed by the Contactor as a condition of Final Completion, and as further defined in the Contract Documents.

91. “Purchase Order” means an agreement issued by CMAR for the supply of any materials or equipment for the Project.

92. “QA/QC Records” mean those records which shall be maintained as evidence of compliance with specified quality requirements. They include but are not limited to audit reports, inspection reports, test results, training and qualification records, procedures, personnel certification and material or equipment acceptance status.

93. “Quality Assurance or QA” means all those planned and systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality.

94. “Quality Control or QC” means those actions that provide a means to control and measure the characteristics of an item, process, or facility to established requirements.

95. “Quality Control Plan” means a plan submitted to the Authority from the CMAR that provides for the inspection, analysis and action required to ensure quality of the Work; the operational techniques and the activities used to fulfill and verify requirements of quality and a procedure for keeping quality in relation to the specifications.

96. “Recommendation of Award” means the recommendation by staff to the Authority’s Board of Directors of award of the Contract to the Apparent Low Bidder as determined by staff. The Recommendation of Award will be sent to all Bidders to the email address and fax numbers provided in their respective Bid forms.

97. “Record Drawings” are drawings prepared by the Design Firm based on “As Built” drawings prepared by the CMAR.

98. “Request for Information” or “Request for Interpretation (RFI)” means a request initiated by CMAR or Authority to obtain clarification or information regarding the Project.

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99. “Request for Information” or “Request for Interpretation” (RFI) means a request initiated by CMAR or Authority to obtain clarification or information regarding the Project.

100. “Safety Plan” means is a set of procedures, rules and regulations in the form of a check list, that is submitted by the CMAR to the Authority, that is to be followed by all the workers performing the Work, which includes, but is not limited to, the emergency procedures, use of personal protective equipment, evacuation plan and all other required safety procedures.

101. “Schedule of Values” means the detailed itemized list that establishes the estimated value or cost of each detailed part of the construction portion of the Work, and that is used as a budget breakdown of the Fixed Price.

102. “Shop Drawings” mean all drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CMAR and submitted by CMAR to illustrate some portion of the Work.

103. “State” means the State of Nevada.

104. “Subcontract” means an agreement issued by the CMAR or a subcontractor for the performance of a portion of the Work.

105. “Subcontractor” means a qualified and licensed person, firm or corporation having a direct contract with the CMAR or with another Subcontractor for the performance of a part of the Work and who is a qualified and licensed entity to perform a specific portion of the Work.

106. “Substantial Completion” has the meaning set forth in Section VII(O).

107. “Successful Bidder” means the lowest qualified, responsible and responsive Bidder to whom the CMAR awards the Contract.

108. “Supplier” means a manufacturer, fabricator, supplier, distributor, material provider or vendor having a direct contract with the CMAR or a Subcontractor for the supply of any materials or equipment to be incorporated into the Work by CMAR or a Subcontractor.

109. “Surety” means the surety company, approved by the Authority that issues the performance bond or the payment bond required by this Contract.

110. “Tax” means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition-to tax.

111. “Technical Specifications” means those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

112. “Uncontrollable Circumstance” means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Contract, and that expands the scope of the obligations of either Party hereunder, interferes with, delays or materially increases the cost of performing the obligations of either Party hereunder, to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of such Party.

113. Inclusions: subject to the foregoing, Uncontrollable Circumstances shall include the following:

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a) A change in law and codes that is unanticipated and that occurs after the contract has been executed, except as otherwise provided in this Contract;

b) Contamination due to Hazardous Material from groundwater, soil or airborne sources outside of the Project Site and not caused by CMAR Fault;

c) Naturally occurring events (except weather conditions normal for the Project Site) such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics and other acts of God;

d) Uncovering historic, prehistoric, or paleoenvironmental evidence or human burial sites during excavation;

e) Explosion, terrorism, or sabotage caused by a third party not in privity with CMAR or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

f) Labor disputes which affect the performance of the Work;

g) A violation of Applicable Law by a person other than the affected Party or its Subcontractors; or

1). With respect to the CMAR, any Authority Fault and Authority-directed Change Orders not due to CMAR Fault or with respect to the Authority, any CMAR Fault.

114. Exclusions: it is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

a) Any act, event or circumstance that would not have occurred but for the affected Party's failure to comply with its obligations hereunder;

b) Changes in interest rates, consumer pricing indexes, inflation rates, wage rates, insurance premiums, commodity prices, equipment or material prices, currency values, exchange rates or other general economic conditions;

c) Changes in the financial condition of the CMAR or its affiliates or Subcontractors affecting the ability to perform their respective obligations;

d) The consequences of error, neglect or omissions by the CMAR, any Subcontractor, any of their affiliates or any other person in the performance of the Work;

e) Union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Project or otherwise increasing the cost to the CMAR of performing the Work;

f) Weather conditions that do not exceed 125% of the average monthly rainfall calculated over the past ten years;

g) Any act, event, circumstance or change in law occurring outside of the United States;

h) Mechanical failure of equipment to the extent not resulting from a condition that is listed in the "inclusions" section of this definition;

i) Power outages not caused by third party utilities; or

j) A change in law pertaining to Taxes.

115. "Unforeseen Conditions" means items of Work that are discovered during construction by the CMAR but not addressed in the Contract documents.

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116. “Warranty” includes those warranties and guarantees required in the Contract Documents.

117. “Work Change Directive” means a written directive to CMAR issued on or after the Effective Date of the Contract and signed by Authority ordering an addition, deletion or change in the Work, when Authority and CMAR are unable to agree, at the time such Work must commence, as to the extent, if any, of an adjustment in the Fixed Price or completion times.

118. “Work Product” means the output of a project that is the lowest level of project work that are individually estimated, budgeted, assigned, executed, measured and controlled and can be both tangible and intangible items.

B. INTERPRETATION

In this Contract, notwithstanding any other provision hereof:

1. References Hereto:

The terms “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Contract; and the term “hereafter” means after, and the term “heretofore” means before, the Contract Award Date.

2. Gender and Plurality:

Words of the masculine gender is inclusive of all genders and words importing the singular number mean and include the plural number and vice versa.

3. Persons:

Words importing persons include firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability corporations, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

4. Headings:

The table of contents and any headings preceding the text of the articles, sections and subsections of this Contract shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

5. Entire Contract:

This Contract includes the requirements of the Plans and Specifications, the General Conditions, Special Conditions, Compensation Conditions, Fixed Price and all appendices and clarifications thereto. Without limiting the generality of the foregoing, this Contract shall completely and fully supersede all other understandings and agreements among the Parties, including the RFQ, RFP and any addenda or clarifications thereto.

6. Standards of Workmanship and Materials:

Any reference in this Contract to materials, equipment, systems or supplies (whether such references are in lists, notes, Specifications, schedules, or otherwise) shall be construed to require the CMAR to furnish the same in accordance with the grades and standards therefore indicated in this Contract. Where this Contract does not specify any explicit quality or standard for construction materials or workmanship, the CMAR shall use only workmanship and new materials of a quality consistent with that of construction, workmanship and

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materials specified elsewhere in the Specifications, and the Specifications are to be interpreted accordingly.

7. Technical Standards and Codes:

References in this Contract to all technical standards, codes and specifications are to the most recently published technical standards, codes and specifications of the institute, organization, association, authority or society specified, all as in effect as of the Contract Award Date. Unless otherwise specified to the contrary; (1) all such technical standards, codes and specifications shall apply as if incorporated in the Specifications and (2) if any material revision occurs, to the CMAR's knowledge, after the Contract Date, and prior to completion of the applicable Work, the CMAR shall notify the Authority. If so directed in writing by the Authority, the CMAR shall perform the applicable Work in accordance with the revised technical standard, code, or specification as long as the Fixed Price or Contract Time is adjusted, subject to cost substantiation, for any additional cost, expense or time attributable to any such revision.

8. Liquidated Damages:

This Contract provides for the payment by the CMAR of liquidated damages in certain circumstances of delay in performance. Each Party agrees that the Authority's actual damages in each such circumstance would be difficult or impossible to ascertain (particularly with respect to the public harm that could occur as a result of such delay), and that the liquidated damages provided for herein with respect to each such circumstance are not intended to be a penalty or imposed as a penalty, but are intended to place the Authority in the same economic position as it would have been in had the circumstance not occurred. Liquidated damages shall constitute the only damages payable by the CMAR to the Authority in the circumstance of delay of performance. Additional remedies for, among other things, breach or default are intended to address harms and damages which are separate and distinct from those which the liquidated damages are meant to remedy. Liquidated damages will be executed through the Change Order process to the Fixed Price for each day after the Substantial Completion Date that the CMAR fails to achieve Substantial Completion pursuant to the Contract. Liquidated damages will be executed through the Change Order process to the Fixed Price per day for each day after the Final Completion Date that the CMAR fails to achieve Final Completion pursuant to the Contract. Liquidated damages will be executed through the Change Order process to the Fixed Price per day for each day after the Final Closeout Date that the CMAR fails to achieve Final Closeout pursuant to the Contract.

If, under the terms of this Section I(B)(8), liquidated damages are imposed by Authority, then Owner Representative shall issue a deductive change order to CMAR. Upon issuance of such deductive change order: (i) Authority shall have the right to off-set the amount of such liquidated damages against any amount that is owed by Authority to CMAR; or (ii) if there are no amounts owed by Authority to CMAR, then, upon demand by Authority, CMAR shall pay the amount of such liquidated damages to Authority within ten (10) days of the issuance of a deductive change order.

9. Causing Performance:

A Party shall itself perform, or shall cause to be performed, subject to any limitations specifically imposed hereby with respect to Subcontractors or otherwise, the obligations affirmatively undertaken by such Party under this Contract.

10. Party Bearing Cost of Performance:

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All obligations undertaken by each Party hereto shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has explicitly agreed herein to bear all or a portion of the cost either directly, by reimbursement to the other Party or through an adjustment to the Fixed Price.

11. Assistance:

The obligations of a Party to cooperate with, to assist or to provide assistance to the other Party hereunder shall be construed as an obligation to use the Party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third-party expense unless requested and reimbursed by the assisted Party.

12. Good Construction Practice:

Good Construction Practice shall be utilized hereunder, among other things, to implement, and in no event, displace or lessen the stringency of, the Contract Specifications or Contract Standards. In the event that, over the course of the performance of this Contract, Good Construction Practice evolves in a manner which in the aggregate materially and adversely affects the cost of compliance therewith by the CMAR, the CMAR shall be relieved of its obligation to comply with such evolved Good Construction Practice (but not the Good Construction Practice as of the Contract Award Date) unless the Authority agrees to adjust the Fixed Price on a cost-substantiated basis, as appropriate, to account for such additional costs. Except to the extent that the CMAR is relieved of its obligation to comply with such evolved Good Construction Practice, as provided above, in no event shall any evolution of Good Construction Practice, or any Authority election to pay or not pay any such additional costs, relieve the CMAR of its obligations hereunder.

13. Applicability and Stringency of Contract Standards:

The CMAR shall be obligated to comply only with those Contract Standards which are applicable in any particular case. Where more than one Contract Standard applies to any particular performance obligation of the CMAR hereunder, each such applicable Contract Standard shall be complied with. In the event there are different levels of stringency among such applicable Contract Standards, the most stringent of the applicable Contract Standards shall govern.

14. Delivery of Documents in Digital Format:

In this Contract, the CMAR is obligated to deliver reports, records, proposals and other documentary submittals in connection with the performance of its duties hereunder. The CMAR agrees that all such documents shall be submitted to the Authority both in printed form (in the number of copies indicated) and, at the Authority's request, in digital form. Digital copies shall consist of computer readable data submitted in interchange format and PDF which the Authority may reasonably request to facilitate the administration and enforcement of this Contract. If drawings, native AutoCAD or equivalent CADD files and PDF files should be submitted in compliance with the Project's CADD Standards. In the event that a conflict exists between the signed or the signed and stamped hard copy of any document and the digital copy thereof, the greater quality or quantity shall govern. The Owner Representative also uses CMiC, the Microsoft Office Suite of software and Primavera P6 for contract administration.

15. Severability:

If any clause, provision, subsection, Section or Article of this Contract shall be ruled invalid by any court of competent jurisdiction, then the Parties shall: (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the Parties in the invalid clause, provision, subsection, Section or Article;

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(2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Contract; and (3) negotiate such changes in substitution for or addition to the remaining provisions of this Contract as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the Parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid portion did not exist.

16. Drafting Responsibility:

    Neither Party shall be held to a higher standard than the other Party in the interpretation or enforcement of this Contract as a whole or any portion hereof based on drafting responsibility.

17. No Third-Party Rights:

    This Contract is exclusively for the benefit of the Authority and the CMAR and shall not provide any third parties (with the sole exception of the rights of any third-party Authority Indemnitees) with any remedy, claim, liability, reimbursement, cause of action or other rights.

18. References to Days:

    All references to days herein are references to calendar days, unless otherwise specified.

19. References to Include:

    All references to “include” or “including” herein shall be deemed to be followed by the words “but not be limited to” or “without limitation” or words of similar import.

20. References to Applicable Law:

    All references to Applicable Law here shall be construed as including all Applicable Law provisions consolidating, amending or replacing the Applicable Law referred to. To the extent any such Applicable Law is consolidated, amended or replaced over the course of performance of this Contract, either Party shall have the right to assert that a change in law has occurred in accordance with the definition thereof, and CMAR will be compensated for any additional time and fee if such time and costs are warranted.

21. References to Knowledge:

    All references to “knowledge”, “knowing”, “know” or “knew” shall be interpreted as references to a Party having actual knowledge.

22. Counterparts:

    This Contract may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Contract.

23. Governing Law:

    This Contract shall be governed by and construed in accordance with the Applicable Laws of the State of Nevada.

24. Defined Terms:

    The definitions set forth in Section I(A) shall control in the event of any conflict with any definitions used in the recitals hereto.

II. CONTRACT EXECUTION REPRESENTATIONS AND WARRANTIES OF THE CMAR

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In addition to any other representations and warranties made by the CMAR in this Contract, the CMAR represents and warrants that:

A. The CMAR is a duly organized, validly existing legal entity and in good standing under the laws of Nevada and has the authority to do business in Clark County, Nevada and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Contract.

B. This Contract has been duly authorized, executed and delivered by all necessary corporate action of the CMAR and constitutes a legal, valid and binding obligation of the CMAR, enforceable against the CMAR in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

C. To the best of its knowledge, neither the execution nor delivery by the CMAR of this Contract nor the performance by the CMAR of its obligations in connection with the transactions contemplated hereby or the fulfillment by the CMAR of the terms or conditions hereof: (1) conflicts with, violates or results in a breach of any constitution, law, governmental regulation, by-laws or certificates of incorporation applicable to the CMAR or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the CMAR is a Party or by which the CMAR or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

D. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental body is required for the valid execution and delivery of this Contract by the CMAR except as such have been duly obtained or made.

E. Except as disclosed in writing to the Authority, there is no legal proceeding, at law or in equity, before or by any court, arbitral tribunal or governmental body pending or, to the best of the CMAR's knowledge, overtly threatened or publicly announced against the CMAR, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Contract by the CMAR or the validity, legality or enforceability of this Contract against the CMAR, or any other agreement or instrument entered into by the CMAR in connection with the transactions contemplated hereby, or on the ability of the CMAR to perform its obligations hereunder or under any such other agreement or instrument.

F. Except as disclosed in writing to the Authority, there are no material and adverse claims and demands based in environmental, contract or tort law pending or threatened against the CMAR, with respect to any project currently providing service to the general public, which the CMAR designed, constructed, operated, maintained or managed.

G. If the CMAR, or any affiliate, has knowledge of any material violation of any law, order, rule or regulation applicable to any project currently providing service to the general public within the United States, which has been designed, constructed, operated, maintained or managed by the CMAR, or any affiliate, the CMAR shall disclose this violation in its proposal submission, and also prior to entering into an agreement with the Authority if the violation becomes known after the proposal submission.

H. The CMAR warrants to the Authority that all services provided under this Contract will be provided in accordance with the Contract documents and will conform to the requirements of the contract documents.

I. The construction practices, including means, methods, techniques and procedures to be employed in the construction of the Project are furnished exclusively by the CMAR and its Subcontractors pursuant to the terms of this Contract, and the CMAR assumes and shall

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have exclusive responsibility for their efficacy. The CMAR assumes the risk of compliance with the commercial practicability and physical possibility of performance of the Project on the scale, within the time for completion and in the manner required hereunder even though such performance and operation may involve technological or market breakthroughs or overcoming facts, events or circumstances (other than Uncontrollable Circumstances) which may be different from those assumed by the CMAR in entering into this Contract, and CMAR agrees that sufficient consideration for the assumption of such risks and duties is included in the Fixed Price. No commercial practicability or physical impossibility or any of the foregoing shall be deemed to constitute an Uncontrollable Circumstance.

J. The CMAR owns, or is expressly authorized to use, and can convey a license to the Authority under patent rights, licenses, franchises, trademarks, copyrights or the technology necessary for the Project without any known material conflict with the rights of others unless otherwise specified in the Contract documents.

K. The Proposal and other information supplied and representations and warranties made by the CMAR in all submittals made in response to a Request For Price Proposal (RFPP) and deliverables developed during preconstruction services with respect to the CMAR's Fixed Price Proposal (and to its knowledge, all information supplied in such submittals with respect to any Subcontractor) are true, correct and complete in all material respects.

L. With the exception of Permits acquired by the Authority, and if CMAR is responsible for the permits, the CMAR will immediately inform the Authority of any issues with permitting handed down from the permitting or governmental bodies, and will assist the Authority and others in expediting resolutions. The Authority, without warranty as to outcome, will provide assistance wherever possible to aid the CMAR in obtaining expedited reviews of information submitted to governmental bodies. In addition, included in the Contract Price there may be a reimbursable allowance for Clark County building permits, encroachment permits, offsite improvement permits and connection fees. All other required permits and/or fees shall be the responsibility of the CMAR and are incidental to other respective bid items and will not be considered for payment under the Authority's allowance.

M. CMAR has closely reviewed the most recent versions of NRS 338.1685 to NRS 338.16995, which incorporate the provisions of Senate Bill 246 and has familiarized itself with the requirements thereof as they relate to and impact the CMAR's obligations under this Contract. The CMAR further represents and warrants that it shall take all appropriate measures to ensure compliance with those statutes, and any other applicable statutes in NRS Chapter 338, in its performance of the instant Contract.

III. RELATIONSHIP OF PARTIES

A. INDEPENDENT CONTRACTOR RELATIONSHIP

The CMAR is an independent contractor of the Authority and the relationship between the Parties shall be limited to performance of this Contract in accordance with its terms. Neither Party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other Party. Nothing in this Contract shall be deemed to constitute either Party a partner, agent or legal representative of the other Party. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any Party's agent or employee as a result of this Contract or the performance thereof.

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B. RELATIONSHIP OF TRUST AND CONFIDENCE

The CMAR accepts the relationship of trust and confidence established by this Contract and covenants with the Authority to cooperate with the Authority, the Owner Representative, the Architect and the consultants and separate contractors retained by the Authority or the Authority's tenants at the Project, if any, and exercise the CMAR's skill and judgment in furthering the interests of the Authority; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of skilled and properly trained workers and supervisors and materials; and to perform the Work in an expeditious and economical manner consistent with the Authority's interests. The CMAR acknowledges and agrees that the Authority has selected the CMAR for the Work because of the CMAR's special expertise in constructing similar projects. Before executing this Contract and before commencing construction of any phase of the Work, CMAR shall carefully review all Contract Documents. The Authority and/or the Owner Representative agrees to furnish or approve, in a timely manner, information required by the CMAR and the Authority to make payments to the CMAR in accordance with the requirements of the Contract Documents.

C. COVENANT OF GOOD FAITH AND FAIR DEALING

This Contract imposes an obligation of good faith and fair dealing in the relationship between the Authority, the Owner Representative and CMAR. The CMAR, the Authority and/or the Owner Representative, with a shared commitment to honesty and integrity in the performance and administration of the Contract, agree as follows:

1. Each will function within the laws, and statutes, and building codes applicable to their duties and responsibilities;

2. Each will proceed to fulfill its obligation under this Contract diligently and honestly; and

3. Each will cooperate with the other in the common endeavor of completing the Work and administration of the Contract in a timely and efficient manner.

4. By entering into this Contract, as part of the covenant of good faith and fair dealing, CMAR agrees that it will supply accurate, complete and current cost or pricing data for purposes of supporting or documenting CMAR's requests for contract modification, compensation and/or payments under this Contract.

5. The Cost of the Work as defined in this Contract shall be adjusted at the sole discretion of the Authority, and may exclude, at the Authority's sole discretion, any increase to the Cost of Work that can be attributed to the CMAR's defective or negligent cost or pricing data.

IV. AUTHORITY PERSONNEL

A. Authority's Owner Representative:

The Authority has designated the Owner Representative to administer this Contract and act as the Authority's liaison with the CMAR in connection with the Work. The CMAR understands and agrees that the Owner Representative has limited authority with respect to the implementation of this Contract. The Owner Representative cannot verbally bind the Authority with respect to any material change in scope or to consummate a Change Order. Within such limitations, the CMAR shall be entitled to rely on the written directions of the Owner Representative with regard to field and other directives that may result in associated changes to the Work or schedule. The Owner Representative shall have the

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right at any time to issue the CMAR a written request for information relating to this Contract or any Work thereunder. Any written request designated as a "priority request" shall be responded to by the CMAR within two business days.

B. Authority Approvals and Consents:

When this Contract requires any approval or consent by the Authority to a CMAR submission, request or report, the approval or consent shall, within the limits of the Authority of subsection (A) of this Section, be given by the Owner Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by the Authority with the Applicable Law that generally governs its affairs. Unless expressly stated otherwise in this Contract, and except for requests, reports and submittals made by the CMAR that do not, by their terms or the terms of this Contract, require a response or action, Authority shall provide written response to the CMAR describing its objections and the reasons therefore within fourteen (14) days or less of the Authority's receipt thereof.

V. CMAR PERSONNEL AND SUBCONTRACTORS

A. CMAR PERSONNEL

1. Personnel Performance:

The CMAR shall enforce discipline and good order at all times among the CMAR's employees and all Subcontractors. All persons engaged by the CMAR for Work shall have requisite skills for the tasks assigned. The CMAR shall employ or engage and compensate qualified and competent manager and supervisory personnel to perform all services required for the Work. Upon request by Authority, CMAR shall remove any persons, including managerial or supervisory personnel that are deemed by the Authority to be unacceptable or unqualified to work on the Project. CMAR shall have trained and competent personnel on site full time as are required for the performance of the Work or a portion of the Work. All personnel performing Work shall meet the licensing and certification requirements imposed by applicable law.

2. Project Manager:

The Project Manager designated by the CMAR shall, among other things:

a). Be familiar with the Work and all requirements of this Contract;

b). Coordinate the Work and give the Work timely and careful attention and supervision;

c). Maintain a daily status log of the Work during construction and submit to Owner Representative by 9:00 AM Monday for the previous week. Daily report shall include information as detailed AIA document G711.

d). Attend all progress meetings with the Authority.

3. Authority Rights with Respect to Key Personnel:

a) The CMAR acknowledges that the identity of the key personnel proposed by the CMAR was a material factor in the selection of the CMAR to perform this Contract. Key Personnel include the Project Manager, the Project Controls Lead, the construction phase Project Superintendent, the Chief of Quality Control Assurance and the Safety Officer or their equivalent positions as described in the CMAR's Proposal and the Fixed Price. The CMAR shall use such personnel to perform such services unless such personnel are unavailable for good cause shown. "Good cause shown" shall not include

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performing services on other projects for the CMAR or any of its affiliates, but shall include termination for cause, employee death, disability, retirement or resignation. In the event of any such permissible unavailability, the CMAR shall use replacement Key Personnel of equivalent skill, experience and reputation. Any on-site personnel change shall be proposed to the Authority for its review, consideration and determination of compliance with this subsection with reasonable advance notice. The Authority reserves the right to reject, or request replacement of any Key Personnel selected for the Project team at any time during the entire Project.

b) Within 10 days after NTP and prior to any construction, CMAR shall provide a list of Key Personnel.

4. Labor:

The CMAR shall furnish labor that can work in harmony with all other elements of labor employed for the performance of the Work.

B. SUBCONTRACTORS, SUPPLIERS AND OTHERS

1. Use Restricted:

CMAR shall not employ any firm, Subcontractor, supplier or other person or organization against whom Authority may have reasonable objection.

2. CMAR Responsibility:

CMAR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CMAR. CMAR shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Authority through CMAR.

3. Subcontract Terms and Subcontractor Actions:

All Work performed for the CMAR by a firm, Subcontractor, or supplier will be pursuant to an appropriate agreement between the CMAR and the firm, Subcontractor, or supplier which specifically binds the firm, Subcontractor, or supplier to the applicable terms and conditions of the appropriate agreement for the benefit of the Authority. CMAR shall incorporate the terms and requirements of this Contract into all its Subcontracts and Purchase Orders. All firms and personnel performing Work, shall meet the licensing and certification requirements imposed by Applicable Law. Whenever a firm, Subcontractor, or supplier is listed as an insured on the Project's Builder's Risk insurance, the agreement between the CMAR and the firm, Subcontractor, or supplier shall contain provisions whereby the firm, Subcontractor, or supplier waives all rights against Authority, their consultants and all other additional insured for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any firm, Subcontractor, or supplier, CMAR shall obtain the same.

4. Indemnity for Subcontractor Claims:

The CMAR shall pay or cause to be paid to all direct Subcontractors all amounts due in accordance with their respective Subcontracts and in accordance with the NRS. No Subcontractor shall have any right against the Authority for labor, services, materials or equipment furnished for the CMAR Work for which the Authority has made payments to the CMAR. The CMAR acknowledges that its

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indemnity obligations in this agreement shall extend to all claims for payment or damages by any Subcontractor or Supplier who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the CMAR Work, for which the AUTHORITY has made payments to the CMAR.

5. Notice to Authority of Amendments, Breaches and Defaults:

The CMAR shall notify the Authority promptly of any material breach or event of default occurring under any of its Subcontracts and the probable effect on the Work. The CMAR shall keep the Authority apprised of the course of the dispute and shall advise the Authority of its ultimate resolution.

6. Assignability:

All Subcontracts entered into by the CMAR with respect to the Project must be assignable to the Authority, solely at the Authority's election and without cost or penalty, in the event of the termination of this Contract.

7. Subcontracting Requirements:

The CMAR shall comply with NRS requirements for subcontracting services and local and State Fair Labor Practices and Labor Rates and pay all trades in accordance with the prevailing wage rates and the provisions of the Contract documents.

VI. OWNERSHIP OF THE PROJECT; USE AND CONDITION OF THE PROJECT SITE

A. OWNERSHIP OF THE PROJECT:

The Project shall be owned by the Authority at all times. The CMAR shall perform the CMAR Work provided for herein as an independent contractor and shall not have any legal, equitable, tax benefit or other ownership or leasehold interest in the Project.

B. USE OF THE PROJECT SITE:

The execution of this Contract shall be deemed to constitute the granting of a limited license to the CMAR to access the Project Site for all purposes of this Contract. The CMAR may enter upon, occupy and use the Project Site to construct, install equipment for, and perform completion activities for, the Project, all to provide the CMAR Work in accordance herewith, within the guidelines set forth by Authority, and for no other purpose. Notwithstanding the limited license granted to CMAR, the Authority reserves the right to restrict use and access to the Project Site in order to avoid or minimize disruption to the Authority's ongoing operations and shows. In developing a Fixed Price for the Project, the CMAR has considered and included in the Fixed Price sufficient amounts for the inevitable delays, disruptions and interference created by the Authority's use of its facilities and the use and movement in and out of trade shows, their personnel and equipment during the Construction Period.

C. ACCESS TO AND SUITABILITY OF THE PROJECT SITE:

1. Familiarity with the Project Site:

The CMAR acknowledges that the CMAR's agents and representatives have visited, inspected and are familiar with the Project Site, its readily observable surface physical condition relevant to the obligations of the CMAR pursuant to this Contract, including surface conditions, soil conditions, roads, utilities, topographical conditions and air and water quality conditions; that the CMAR is familiar with all local and other conditions which may be material to the CMAR's performance of its obligations under this Contract (including, but not limited to transportation; seasons and climate; that the CMAR is aware that the Authority has

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multiple shows that will take place during CMAR's construction at the Project Site and that safe access, egress and emergency egress for the visitors, installation contractors, exhibitors and show personnel attending shows is a requirement of this Contract; that the CMAR is aware of limitations regarding access and construction noise; and the availability of, disposal, handling and storage of materials and equipment; and availability and quality of labor and Utilities), and has received and reviewed all information provided by the Authority regarding the Project Site or obtained in the course of performing its obligations hereunder; and that based on the foregoing, the Project Site constitutes an acceptable and suitable site for the construction of the Project in accordance herewith, and other than design related issues the Project can be constructed by the CMAR on the Project Site within the Fixed Price and by the date of Final Completion.

2. Authority Directed Restrictions on Access

The Authority shall have the right to restrict or limit CMAR's use and access to the Project Site upon twenty-four (24) hours written notice. With twenty-four (24) hours written notice the Authority shall have the right to direct the CMAR to discontinue work during regular daytime work hours and proceed with work during night, or shift, hours. Any such direction to restrict work or to change working hours shall be addressed and result in an equitable change to the Fixed Price and/or the Contract time as appropriate.

D. SURFACE AND SUBSURFACE GEOTECHNICAL CONDITIONS:

The geotechnical reports, and hazardous material reports, if any, are provided as supplemental information was generated to aid the Authority in assessing the suitability of facility locations, to compare the relative advantages of alternative design approaches, to develop structural requirements, and for other related design purposes and are provided to the CMAR not as a representation of fact, but to satisfy the Authority's intent to disclose all information possessed (or generated) by the Authority which the CMAR may find pertinent. The CMAR hereby agrees that any claim submitted under the provisions of this Section, shall be waived in the event that the CMAR failed to disclose such information in its proposal deemed by the Authority as relevant to the evaluation of such claim.

E. REFERENCE POINTS AND LAYOUT RESPONSIBILITY:

Authority shall provide survey data to establish reference points for construction which in Authority's judgment are necessary to enable CMAR to proceed with the Work. CMAR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Authority. CMAR shall report to the Authority whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professional land surveyors in accordance with Applicable Law.

VII. PERMITTING AND CONSTRUCTION OF THE FACILITY

A. CMAR WORK GENERALLY

1. Commencement of Work

Upon receipt of the Notice to Proceed, the CMAR shall promptly proceed to undertake, perform and complete the Work in accordance with the Contract Specifications, Drawings and Contract Standards. The CMAR shall not commence the construction portion of the Work until it has received a written Construction Notice to Proceed from the Authority and it has obtained all necessary permits and approvals to commence construction.

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2. Order of Precedence of Contract Documents:

Contract documents are designed to be complementary. However, in resolving conflicts arising from apparent discrepancies between the Contract Documents, the order of precedence shall be as follows:

a) Amendment(s) to the Contract
b) Contract
c) Exhibit "A" – CMAR Pre-Construction Service Scope Of Work
d) Exhibit "B" - General Conditions
e) Exhibit "C" - Special Conditions
f) Exhibit "D" – Contract Price
g) Exhibit "E" – Payment Of The Contract
h) Exhibit "F" - Construction Documents
i) CMAR Proposal Dated: January 9th, 2018
j) Invitation To Interview
k) RFP# 18-4493-1
l) RFQ# 18-4493

Construction Change Directives and Field Orders, the most recent in time, will take precedence over all other Contract Document components referenced therein.

3. Completion of the Work:

The CMAR shall achieve Substantial Completion and Final Completion by the date required by the Contract Documents as may be adjusted by change order. The CMAR's failure to achieve Substantial Completion or Final Completion by the dates required shall result in the assessment of liquidated damages as indicated in this agreement.

4. Elements of the Work:

In performing the Work generally, the CMAR shall, in accordance with this Contract:

a) Apply and pay for, obtain and maintain all Permits required for the Work;

b) Prepare and excavate the Project Site;

c) Construct the Project;

d) Perform all Site restoration at the Project Site; and

e) Achieve Substantial and Final Completion, all so that the Project is suitable and adequate for the purposes thereof.

Laydown and staging areas for construction materials shall be as indicated by the Authority and may change from time to time. The CMAR is aware and understands that the requirements of certain shows may require a change or adjustment to parking, laydown and staging areas. The Authority shall act reasonably to provide ample advance notice of any necessary change in location of these areas previously designated for the CMAR's use and such change shall be subject to equitable adjustment to the Contract Price and Time according to this agreement. Additional laydown and staging required for construction of the Project shall be the responsibility of the CMAR.

5. Construction Books and Records:

a) The CMAR shall prepare and maintain proper, accurate, organized and complete books and records regarding the Work and all other transactions related to the permitting, design, construction, startup and testing and

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closeout of the Project through the expiration of the Warranty Period. Authority has the right to review this documentation at any time throughout the duration of the contract and as prescribed by law.

b) Contractor shall submit for approval by Authority a sample three ring binder no later than NTP plus ninety (90) Days.

6. Damage or Destruction to the Work:

The CMAR shall use care and diligence, and shall take all appropriate precautions, to protect the Work from damage or destruction. The CMAR shall report to the Authority, immediately upon obtaining knowledge thereof, any damage or destruction to the Work and as soon as practicable thereafter shall submit a full report to the Authority. The CMAR shall also submit to the Authority within twenty-four (24) hours of receipt, copies of all accident and other reports filed with, or given to the CMAR by its personnel, its subcontractors of any tier, the Authority, any insurance company, adjuster or governmental body. The Parties shall cooperate so as to promptly commence and proceed with due diligence to complete the repair, replacement and restoration of the Work to at least the character or condition thereof existing immediately prior to the loss, damage or destruction. The CMAR shall be liable for any increased costs resulting from repair or replacement of any damaged or destroyed Work. The Authority shall have the right to monitor, review and inspect the performance of any repair, replacement and restoration work by the CMAR.

7. Protection of Facilities:

CMAR shall take all actions and steps required and employ all means and methods necessary and appropriate to protect the Authority's Facilities and property not designated to be affected or disturbed by this Project. CMAR will take all necessary actions and steps required and employ appropriate means to limit the disruption to the Authority and the conventions and trade shows that use the Facilities.

8. Repair of Authority Property:

The CMAR shall promptly repair or replace all Authority Property and all private property damaged by the CMAR or any officer, director, employee, representative, Subcontractor, supplier or agent of the CMAR in connection with the performance of, or the failure to perform, the Work. The repair and replacement shall restore the damaged property, to the maximum extent reasonably practicable, to its character and condition existing immediately prior to the damage.

9. Payment of Costs:

The CMAR shall pay directly all costs and expenses of the Work of any kind or nature whatsoever, including: all costs of permitting; regulatory compliance and legal proceedings brought against the CMAR; obtaining and maintaining the Performance Bond, the Payment Bond and any required insurance; payments due to any Subcontractors and Suppliers or otherwise for all labor and materials; legal, financial, and other services of the CMAR; sales, use and similar Taxes on building supplies, materials and equipment; general supervision by the CMAR of all Work; CMAR preparation of schedules, budgets and reports; keeping all construction accounts and cost records; third-party audit costs of the Project; and all other costs required to perform the Work in accordance with the Contract Documents in order to achieve Final acceptance and throughout the final Warranty period, contingent upon payment by the Authority.

10. Notice of Default:

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The CMAR shall provide to the Authority, promptly following the receipt thereof, copies of any notice of default, breach or non-compliance received under or in connection with any Permit or Subcontract.

B. COMPLIANCE WITH APPLICABLE LAW

1. Compliance with Applicable Law and Contract Requirements:

In constructing the Project, the CMAR shall comply with Applicable Law, Building Codes and Standards, and shall construct the Project in accordance therewith as well as the Contract requirements and specifications.

2. Compliance with State Laws:

The CMAR shall comply with all State and local laws governing the Work including, but not limited to, the following:

a) The Clark County Building Codes.

b) Notice to OSHES. In compliance with NAC 618.505, before commencing construction, the CMAR shall give written notice to the chief of the Nevada Occupational Safety and Health Enforcement Section (OSHES) which sets forth the height, square footage, type of construction, total cost of construction, and location of the Project.

c) Report to Labor Commissioner. In compliance with NRS 338.013(3), CMAR shall report to the Labor Commissioner the name and address of each Subcontractor whom he engages for Work on the Project within ten (10) days after the Subcontractor commences Work on the Contract. When providing such reports, CMAR shall reference the Public Works Project I.D. Number for this Contract.

d) Fair Employment Practices.

1) CMAR agrees to abide by NRS 338.125, and understands that it is unlawful for it, in connection with the performance of work under a contract with the State, or any of its political subdivisions, when payment of the Contract Price, or any part of such payment, is to be made from public funds, to refuse to employ or discharge from employment any person because of his race, color, creed, national origin, sex, sexual orientation, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions, or privileges of employment because of his race, creed, color, national origin, sexual orientation, or age.

2) Equal Employment Opportunity. CMAR and any Subcontractor working under the authority of CMAR, who is responsible for the selection, referral, hiring, or assignment of workers to Authority pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, and national origin. Furthermore, CMAR shall in all relevant manner comply with the Age Discrimination in Employment Act; the Civil Rights Act of 1991; the Equal Pay Act; and Title I of the Americans with Disabilities Act. CMAR shall make available all necessary documentation as required to comply with these Acts and shall make such documentation immediately available to Authority

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upon Authority's request. CMAR is solely liable for failure to comply with this provision.

3) In connection with the performance of Work under this Contract, CMAR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4) CMAR shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by CMAR shall constitute a material breach of Contract.

e) Preferential Employment. In accordance with NRS 338.130, where persons are employed in the construction of public works, preference shall be given, the qualifications of applicants being equal:

1) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada.

2) Second: To other citizens of the State of Nevada.

3) Nothing in this section shall be construed to prevent the working of prisoners by a public body on a public work.

4) Subject to the exceptions contained in this section, no money may be paid out by the Authority to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section.

5) Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

6) If the provisions of NRS 338.130 are not complied with by CMAR, the Contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render any Contract void.

f) Hourly Minimum Wage Rates. In accordance with NRS Chapter 338, the Clark County Prevailing Wage Rates for Public Works, State of Nevada, are set forth in Exhibit B, Appendix B. Every workman employed by the CMAR or any of its subcontractors shall be entitled to the wage rate applicable to the particular class of that workman contained in the prevailing wage rates, as updated periodically by the Nevada Labor Commissioner, including zone pay applicable to this Work. In accordance with NRS 338.020, CMAR shall post the hourly and daily rates of wages to be paid each of the classes of mechanics and workmen on the Site of Work of this Contract, in a place generally visible to the workmen. In accordance with NRS 338.060, a CMAR engaged on public works shall forfeit, as a penalty to the Authority in behalf of which the Contract has been made and awarded to such CMAR, not less than $20.00 nor more than $50.00 for each calendar day or portion thereof that each workman employed on the public work is paid less than the designated rate for any Work done under the Contract, by the CMAR or any Subcontractor under him; or is not reported to the Labor Commissioner and the Authority as required pursuant to NRS 338.070. If a penalty is imposed, the cost of the proceeding, including investigative costs and attorneys' fees, may be recovered by the

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Labor Commissioner. Authority shall take cognizance of complaints of violations of the provisions of NRS 338.010 to 338.090, inclusive, committed in the course of the execution of the Contract, and when making payments to the CMAR of money becoming due under the Contract, withhold and retain all sums forfeited pursuant to the provisions of NRS 338.010 to 338.090, inclusive. No sum may be withheld, retained, or forfeited, except from the final payment, without a full investigation being made by the Authority or its agents. CMAR and each Subcontractor shall keep or cause to be kept an accurate record showing the name, the occupation, and the actual per diem, wages, and benefits paid to or on behalf of each workman employed in connection with the Work. The record must be open at all reasonable hours to the inspection of Authority, and its officers and agents. A copy of the record for each calendar month must be sent to the Labor Commissioner and the Authority awarding the contract not later than ten (10) days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. CMAR or any Subcontractor, or agent or representative thereof, doing work on the Project who neglects to comply with the provisions of this section is guilty of a misdemeanor, and this constitutes a breach of Contract. The CMAR's third-party accountant shall review and verify the certified payroll for accuracy and compliance with the prevailing wage requirements set out above.

g) Contractual Relationship. In accordance with NRS 338.040 and 338.050, workmen employed by CMAR or a Subcontractor at the Project Site and necessary in the execution of the Contract are deemed to be employees on public works and every workman employed by CMAR or a Subcontractor shall be subject to all of the requirements of NRS 338.010 to 338.090, inclusive, regardless of any contractual relationship alleged to exist between CMAR and Subcontractor and such workman.

h) In accordance with NRS 338.135, where a truck or truck and trailer combination is rented by CMAR or Subcontractor, the hourly rate for the rental or lease of such truck or truck and trailer combination must, when added to the prevailing rate of wages required by NRS 338.020 for the driver, not be less than the hourly rate for similar vehicles with a driver as such hourly rate appears in freight tariffs approved by the Public Service Commission of Nevada for the area in which the public work is located.

i) Nevada Industrial Insurance Act. CMAR shall comply with all applicable sections of NRS 616A to 616D, inclusive, known as the "Nevada Industrial Insurance Act".

j) Unemployment Compensation Act. CMAR shall comply with all applicable sections of NRS Chapter 612, "Unemployment Compensation Law".

k) Overhead Electrical Lines. The CMAR is required to comply with all legal requirements in NRS 455.200 through NRS 455.250 pertaining to activities to be performed near overhead electrical lines. Any liability or penalty incurred for violating the above referenced laws shall be borne strictly by the CMAR and the CMAR shall indemnify, defend and hold the Authority harmless from any such liability or penalty.

l) Occupational Diseases. In accordance with NRS 617.210, CMAR shall carry adequate coverage for Occupational Diseases.

m) Occupational Safety and Health. CMAR shall comply with all applicable provisions of NRS 618 and corresponding regulations pertaining to Occupational Safety and Health of all employees.

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n) Historic Preservation. In accordance with NRS 383.121, in the event that historic, prehistoric, or paleoenvironmental evidence is discovered during subsurface excavation at the Project Site, CMAR shall immediately notify the Authority and cease all construction operations at the location of the discovery. The Authority will retain a qualified archaeologist to evaluate the discovery, and in consultation with the State Historic Preservation Office, determine if any additional mitigation is required. The CMAR shall not resume construction operations in the area of the discovery until notified by the Authority.

o) Burial Sites. CMAR shall comply with provisions of 43 CFR 10.4 or NRS 383.170 regarding procedures to be followed in the event a human burial site is discovered during construction and shall be subject to the penalties provided for in NRS 383.180 regarding such sites. In the event a burial site is discovered, CMAR will immediately notify Authority and cease all construction operations at the location of the discovery. The Authority will conduct evaluation, consultation with appropriate agencies, and treatment and disposition of the remains. The CMAR shall not resume construction operations in the area of the discovery until notified by the Authority.

p) The CMAR, all Subcontractors and other persons who provide labor, equipment, materials, supplies or services for the Work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work.

3. Compliance with Conditions in Permits:

The CMAR shall comply with all conditions and requirements of all Permits required to be made, obtained or maintained under Applicable Law in connection with the continuance of the CMAR Work.

4. Fines, Penalties and Remediation:

In the event that the CMAR or any Subcontractor fails at any time to comply with Applicable Law with respect to the CMAR Work, the CMAR shall, at its own cost, without limiting any other remedy available to the Authority upon such an occurrence and notwithstanding any other provision of this Contract: (1) immediately correct such failure and resume compliance with Applicable Law; (2) bear all loss and expense of the CMAR and the Authority resulting therefrom; (3) pay or reimburse the Authority for any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all changes in performing the CMAR Work which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any governmental body in order to remedy a failure of the CMAR to comply with Applicable Law. All such costs, expenses and damages shall be available out of the contingency unless due to CMAR's negligence or misconduct.

C. CMAR PERMITTING:

The CMAR shall make all applications and take all other action necessary to obtain and maintain Permits necessary to commence, continue and complete the CMAR Work, including payment of all fees, costs and charges due in connection therewith. The Authority shall cooperate with the CMAR in connection with the foregoing undertaking. After the Authority obtains County plan check approval, a period set forth in the Fixed Price Schedule will be established and fulfilled by CMAR to obtain the required permits. Should

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additional time become necessary for governmental agencies to review and approve permit applications, and such additional time impacts the scheduled completion date of the Project, a compensable time extension will be granted to the CMAR for completion of the Project. The grant of time extension is contingent upon the CMAR having diligently prepared and provided such information as reasonably considered necessary for each application approval. If a request for time extension is made under this provision, it is the CMAR's responsibility to demonstrate to the authority compliance with these requirements. An allowance for reimbursement of permitting fees and costs has been established as indicated in the Contract Price. Costs shall be documented by the CMAR during performance of the Work.

D. DOCUMENT MANAGER:

1. Documents at the Project Site:

   The CMAR shall maintain at the Project Site approved design submittals, construction documents, permit documents, a complete set of shop drawings and as-built drawings. The CMAR is responsible for developing as-built documents that shall be kept up to date on a monthly basis. They shall be available for review by the Authority and/or Owner Representative to assure compliance with the monthly update requirement. The Authority may authorize withholding payment of the CMAR's Fee or a portion thereof if CMAR fails to update the as-builts monthly as required. These documents shall be available to the Authority and/or Owner Representative for reference, copying and use. Such documents shall be maintained in both paper and electronic versions.

2. The CMAR is required to utilize the same project management software as the Authority, CMiC by CMiC Global:

   The Owner Representative also uses the Microsoft Office Suite of software and Primavera P6 for contract administration all documents, estimates and schedules shall be compatible with this software.

E. PREPARATION FOR CONSTRUCTION:

1. The CMAR shall, as soon as practicable following the Contract Award Date, take all steps reasonably necessary in accordance with Good Construction Practice to prepare for the commencement of construction of the Project, including but not limited to the following:

   a) Condition of the Project Site:

      The CMAR shall make all further tests, inspections and analyses of the condition of the Project Site in each case as necessary under Good Construction Practice to prepare for excavation, foundation preparation and construction hereunder in accordance with Applicable Law.

   b) Utilities:

      The CMAR shall make all arrangements necessary for temporary construction connections to Authority utility locations and to public utilities. The CMAR shall sequence its Work in such a manner that there is no unauthorized interruption of utility service to the Authority's facilities.

   c) Schedule of Values:

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The CMAR shall prepare and submit to the Authority the Schedule of Values prior to any physical construction of the Project or at the Site and shall update as required including at the time of Fixed Price development, in accordance with the General Conditions of the Contract.

d) Progress Schedules:

The CMAR shall prepare and provide to the Owner Representative the progress schedules updated weekly in accordance with the General Conditions of the Contract.

2. The Authority's Pre-Construction Responsibilities

a) The Authority and/or Owner Representative shall provide information with reasonable promptness, regarding requirements for and limitations on the Work, including a written program which shall set forth the Authority's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

b) The Authority shall retain an Architect to provide services, duties and responsibilities described in the Architect's separate agreement with the Authority. The Authority and/or the Owner Representative shall notify the Architect of any additional services requested by the CMAR that are necessary for the Preconstruction and Construction Phase services under this Agreement.

3. CMAR's Pre-Construction Start Responsibilities

a) The CMAR shall provide a preliminary evaluation of the Authority's program, schedule and construction budget requirements, each in terms of the other.

b) The CMAR shall provide to the Authority and/or the Owner Representative any additional Architectural services required by the CMAR that are necessary for the Preconstruction and Construction Phase services under this Agreement.

c) The CMAR shall provide to the Authority and/or the Owner Representative within 30 days of NTP the CCIP program for review and approval prior to the start of any field work.

d) Consultation:

The CMAR shall schedule and conduct meetings with the Authority, the Owner Representative and Architect to discuss such matters as procedures, progress, coordination, and/or scheduling of the Work. The CMAR shall advise the Authority and/or the Owner Representative on proposed site use and improvements, selection of materials, and building systems and equipment. The CMAR shall also provide recommendations consistent with the Work's requirements to the Authority, Owner Representative and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

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e) When Work requirements have been sufficiently identified, the CMAR shall prepare and periodically update a Project schedule for the Owner Representative's and Authority's review and the Authority's acceptance. The CMAR shall obtain the Owner Representative's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the CMAR's services, the Architect's services, other Authority consultants' services, and the Authority's and Owner Representative's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the estimated Fixed Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Authority.

f) Phased Construction

The CMAR shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

g) Hot Works Permit

CMAR shall provide advance notice to Owner Representative of any welding or cutting activities so a hot works permit can be issued.

h) Preliminary Cost Estimates

1. Based on the preliminary design and other design criteria prepared by the Architect, the CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques and submit to the Authority and/or the Owner Representative for review and approval and to the Architect for review. If the Owner Representative, Architect or CMAR suggests alternative materials and systems, the CMAR shall provide cost evaluations of those alternative materials and systems.

2. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the CMAR shall prepare and update, at appropriate intervals agreed to by the Authority, Owner Representative, CMAR and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Authority and CMAR agree on a Fixed Price for the Work. Such estimates shall be provided to the Authority and/or the Owner Representative for review and approval and the Architect's review. The CMAR shall inform the Authority, the Owner Representative and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

h). Subcontractors and Suppliers

1. The CMAR shall develop bidders' interest in the Project.

2. The CMAR shall prepare, for the Authority's and the Owner Representative's review and the Authority's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The CMAR shall expedite and coordinate the ordering

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and delivery of materials that must be ordered well in advance of construction. If the Authority and/or the Owner Representative agrees to procure any items prior to the establishment of the Fixed Price, the Authority shall procure the items on terms and conditions acceptable to the CMAR. Upon the establishment of the Fixed Price, the Authority and/or the Owner Representative shall assign all contracts for these items to the CMAR and the CMAR shall thereafter accept responsibility for them.

i). Extent of Responsibility

The CMAR shall exercise reasonable care in preparing schedules and estimates. The CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Fixed Price. The CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the CMAR shall promptly report to the Authority and/or Owner Representative any nonconformity discovered by or made known to the CMAR, or which the CMAR should have known, as a request for information in such form as the Owner Representative may require. If the CMAR shall fail to so notify the Owner Representative or the Authority as set forth herein, CMAR shall be responsible for all of the costs associated with correcting any such nonconformities.

j). Notices and Compliance with Laws

The CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

4. Fixed Price Proposal and Contract Time

a) At a time to be mutually agreed upon by the Authority, the Owner Representative and the CMAR and in consultation with the Architect, the CMAR shall prepare a Fixed Price proposal for the Authority's and the Owner Representative's review and acceptance, in the form attached as Exhibit D – Contract Price. The Fixed Price proposal shall be stated as described in Exhibit D – Contract Price.

b) To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the CMAR shall provide in the Fixed Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

c) The CMAR shall include with the Fixed Price proposal a written statement of its basis, which shall include the following:

1) A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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2) A list of the clarifications and assumptions made by the CMAR in the preparation of the Fixed Price proposal, including assumptions, to supplement the information provided by the Authority, the Owner Representative and contained in the Drawings and Specifications;

3) A statement of the proposed Fixed Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the CMAR's Fee, and a matrix separately identifying those items properly chargeable to the estimated Cost of Work from those items properly chargeable under General Conditions;

4) The anticipated dates of Substantial Completion and Final Completion upon which the proposed Fixed Price is based; and

5) A date by which the Authority and/or the Owner Representative must accept the Fixed Price.

d) In preparing the CMAR's Fixed Price proposal, the CMAR shall include its contingency for the CMAR's exclusive use, which use shall be expressly subject to Authority's prior written approval, which shall not be unreasonably withheld, to cover those costs considered reimbursable as the cost of the Work, and as outlined herein, but not included in a Change Order.

e) The CMAR shall meet with the Authority, the Owner Representative and Architect to review the Fixed Price proposal. In the event that the Authority, the Owner Representative and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMAR, who shall make appropriate adjustments to the Fixed Price proposal, its basis, or both.

f) If the Authority notifies the CMAR that the Authority and/or the Owner Representative has accepted the Fixed Price proposal in writing before the date specified in the Fixed Price proposal, the Fixed Price proposal shall be deemed effective without further acceptance from the CMAR. Following acceptance of a Fixed Price, the Authority and CMAR shall execute the Fixed Price Amendment amending this Contract, a copy of which the Authority shall provide to the Owner Representative. The Fixed Price Amendment shall set forth the agreed upon Fixed Price with the information and assumptions upon which it is based.

g) The CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Authority and/or the Owner Representative provides prior written authorization for such costs.

h) The Authority and/or the Owner Representative shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Fixed Price Amendment. The Authority and/or the Owner Representative shall promptly furnish those revised Drawings and Specifications to the CMAR as they are revised. The CMAR shall notify the Authority and/or the Owner Representative of any inconsistencies between the Fixed Price Amendment and the revised Drawings and Specifications.

i) The CMAR shall include in the Fixed Price all sales, consumer, use and similar taxes for the Work provided by the CMAR that are legally enacted and allowed to be passed through to Authority, whether or not yet effective,

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at the time the Fixed Price Amendment is executed. The CMAR's contingency shall be used to cover costs of unforeseen conditions, omissions of the estimate, and discrepancies between subcontractor and supplier scopes of work, all of which are properly reimbursable as Cost of the Work but are not the basis for a change order. The CMAR's contingency shall be used with the Authority's and/or the Owner Representative's written concurrence only, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the CMAR within thirty (30) days of the event which caused such Cost of Work to be incurred, or as soon as the need is apparent. The CMAR's contingency shall not be used for repairing or replacement of the Work due to the CMAR's or it's subcontractors' negligence. The parties will review the remaining Contingency amount at intervals equal to 30%, 60% and 90% completion. If during those reviews the parties mutually agree that the remaining contingency amounts are excessive for the remaining Work, the CMAR shall return such amounts to the Authority through a deductive Change Order. Notwithstanding the foregoing, upon the occurrence of events following the reduction of the Contingency pursuant to the preceding sentence for which use of the Contingency would otherwise be appropriate, CMAR may request Authority's and the Owner Representative consent to restore all or part of the amount by which the Contingency was reduced, which consent shall not be unreasonably withheld. The balance of the CMAR's Contingency which has not been expended for the Project according to the procedures set forth herein shall be per Exhibit E. The CMAR shall also provide the Owner Representative and Authority documented status of the contingency amount on a monthly basis with each payment application.

j) Should the Authority and the CMAR fail to successfully negotiate an agreed upon Fixed Price, the Parties agree and acknowledge that the Authority shall, pursuant to NRS 338.1696(2), terminate negotiations with the CMAR and comply with the remaining provisions of NRS 338.1696(2) in awarding the construction Work

F. COMMENCEMENT OF CONSTRUCTION:

The CMAR shall not commence excavation of the Project Site or physical construction of the Project unless and until:

1. Receipt of written Construction Notice to Proceed. The CMAR is not authorized to proceed until the Authority and/or the Owner Representative authorizes commencement of construction by issuance of such written Construction Notice to Proceed. An email Notice to Proceed shall not be considered sufficient for purposes of commencing construction.

2. Pre-Construction Conference. The CMAR has held a pre-construction conference with the Authority and appropriate major trades to review construction issues and the required permits have been obtained by the CMAR.

3. Mobilization Activities. The CMAR has completed all mobilization requirements set forth in the General Conditions Exhibit B.

4. Site Specific Safety Plan. The CMAR has prepared and submitted to the Authority an acceptable site-specific safety plan.

5. Site Specific MSDS Plan. The CMAR has prepared and submitted to the Authority an acceptable site-specific MSDS sheets and plan.

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6. Quality Control Plan. The CMAR has prepared and submitted to the Authority an acceptable Quality Control Plan.

7. Pre-Conference Conference. The CMAR has held a pre-construction jurisdiction conference with the Authority(s) having jurisdiction, Authority, Owner Representative, CMAR and appropriate major trades to review jurisdictional issues and required permits.

G. CONSTRUCTION PRACTICE:

1. Construction Means and Methods:

The CMAR shall have exclusive responsibility for all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Work as required by this Contract.

2. Quality Control:

The CMAR shall develop and implement a quality control program which is comprehensive and sufficient to inspect work being performed on the Project by Subcontractors and CMAR's own forces, to assure and verify compliance with the requirements of the Contract Specifications, Drawings, General Conditions and other Contract Documents applicable to the Work.

3. Safety and First Aid:

The CMAR shall be solely and completely responsible for conditions of the Site and the safety of all persons and property, twenty-four (24) hours per day, during the performance of the Work. The CMAR shall:

a. Maintain the Site and perform the Work in a manner that meets statutory, regulatory, common law and General Conditions requirements for the provision of a safe place to work and that does not pose safety risks to employees of Authority, other Contractors or the public;

b. Initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work;

c. Protect the lives and health of employees performing the Work and other persons who may be affected by the Work;

d. Prevent damage to materials, supplies, and equipment whether on-Site or stored off-Site.

e. Develop a Site-Specific Safety Program. Prior to construction, CMAR shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, CCIP requirements and any safety standards established by the Authority for the Project. The CMAR shall prepare CMAR's Site Specific Safety Plan identifying the methods by which all applicable safety requirements of this Contract and the applicable Federal and State requirements will be met. The Plan shall include, but is not limited to, a job hazard analysis and/or job safety assessment of the material construction activities to complete the Work. Safety officer shall be located at the work site.

f. Require that all Subcontractors have either a written safety plan that conforms to the applicable requirements of, or formally adopts, the CMAR's Safety Program and Site-Specific Safety Plan.

g. The CMAR shall designate a Safety Officer who shall be responsible for proper implementation of the CMAR's Site-Specific Safety Plan in

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conformance with the Good Construction Practices. The Safety Officer's duties for the Project will be partially safety and training. CMAR will provide a copy of the Safety Officer's resume to Authority and/or the Owner Representative for review prior to starting construction.

h. The CMAR shall submit a copy of its Safety Program and Site-Specific Safety Plan to the Authority and/or the Owner Representative, in accordance with the Contract Documents and obtain approval of the same by the Authority and/or the Owner Representative. The Authority's, the Owner Representative's and its consultants' review of the CMAR's Safety Program or Site-Specific Safety Plan shall not transfer any responsibility for the safety of the Work Site from the CMAR to the Authority or the Owner Representative. Prior to construction, CMAR and all subcontractors with a contract amount in excess of one percent (1%) of the Fixed Price shall have each entity's officer sign the Site-Specific Safety Plan and also have the officer publish a letter that states that each entity is committed to safety for this Project. Such letter will be posted by the Authority and/or the Owner Representative. Each subcontractor of the CMAR shall have a designated safety officer for the project.

i. The Safety Meeting. The CMAR shall conduct a monthly safety meeting with all on-Site Subcontractors and supervisors and Authority and/or the Owner Representative to discuss general and specific safety matters. The CMAR shall keep a log of such safety meetings and provide it upon request by the Authority and/or the Owner Representative, including a sheet on which each attendee signed in and a description of the safety topics discussed at the meeting. The CMAR also shall conduct weekly safety or "tool box" meetings with employees of the CMAR and Subcontractors. The CMAR shall keep a log of such weekly safety meetings and provide it upon request by the Authority and/or the Owner Representative.

j. Right to Inspect. As the property owner, the Authority retains the right to grant consent to inspections pursuant to State and Federal law. This includes all accident investigations and general schedule, complaint, and follow-up safety and health inspections conducted by the State of Nevada and the Federal Occupational Safety and Health Administration (OSHA).

k. CMAR shall maintain first aid station(s) at the site.

4. Administration

a) The CMAR shall obtain bids from at least three (3) qualified Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner Representative and/or Authority, unless otherwise agreed to by Authority and/or the Owner Representative. Such solicitation of bids shall be in conformity with the requirements of NRS 338.16991(3). The Authority and/or the Owner Representative shall then determine, with the advice of the CMAR, which bids will be accepted. The CMAR shall not be required to contract with anyone to whom the CMAR has reasonable objection. The CMAR shall not execute any agreements with Subcontractors or suppliers of material or equipment prior to receiving written approval from Authority and/or the Owner Representative that CMAR has been released to buy out the work and execute agreements with Subcontractors and suppliers of material or equipment.

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b) CMAR may elect to perform Work with its own forces provided that it has received Authority's and/or the Owner Representative's written approval to self-perform such Work as provided herein. For the scope(s) of work that the CMAR wishes to self-perform, the CMAR shall solicit bids from at least three (3) qualified subcontractors that are acceptable to the Authority and/or the Owner Representative. Such solicitation of bids shall be in conformity with the requirements of NRS 338.16991(3). CMAR may elect to bid as one of the three (3) subcontractors to self-perform the work. All bids shall be provided to the Authority and/or the Owner Representative for review along with the CMAR's written recommendation for selection. If the CMAR submits a bid to self-perform the work, the bid shall be submitted a minimum of twenty-four (24) hours prior to the submittal deadline for the other subcontractors.

c) All subcontracts and agreements with material suppliers shall be subject to the Authority's and the Owner Representative prior review and approval. Subcontracts or other agreements shall conform to the applicable payment provisions of this Contract, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Authority and/or the Owner Representative. If the Subcontract is awarded on a cost-plus a fee basis, the CMAR shall provide in the Subcontract for the Authority and/or the Owner Representative to receive the same audit rights with regard to the Subcontractor as the Authority receives with regard to the CMAR under this Contract.

d) If the CMAR recommends a specific bidder that may be considered a "related party" as defined in this agreement, then the CMAR shall promptly notify the Authority and/or the Owner Representative in writing of such relationship and notify the Authority and/or the Owner Representative of the specific nature of the contemplated transaction.

e) The CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The CMAR shall prepare and promptly distribute minutes to the Authority and/or the Owner Representative.

f) Within 30 days of Notice to Proceed and prior to any physical construction at the Site, the CMAR shall prepare and submit to the Authority and/or the Owner Representative a baseline schedule for the Work in accordance with this Contract.

g) Upon the execution of the Fixed Price Amendment, the CMAR shall prepare and submit to the Authority and/or the Owner Representative an updated construction schedule for the Work and submittal schedule in accordance with this Contract.

h) The CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMAR shall identify variances between actual and estimated costs and report the variances to the Authority and/or the Owner Representative and shall provide this information in its monthly reports to the Authority and/or the Owner Representative, in accordance with this Contract.

H. COORDINATION WITH AUTHORITY:

1. The CMAR shall fully cooperate with the Authority and/or the Owner Representative to assist it in connection with the administration of this Contract

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and the performance of its duties for the Authority. In the performance of such services, the CMAR agrees that the Authority and/or the Owner Representative may, without limiting other possible services to the Authority and/or the Owner Representative: review and monitor construction progress, payments and procedures; determine the completion of specified portions of the Work; review proposed changes to the Design Requirements and proposed variations in the Design Requirements; review plans, drawings and specifications of the Project for compliance with the Design Requirements; and perform such other duties as may be specifically conferred on the Authority and/or the Owner Representative hereunder.

2. With respect to the abatement, removal, remediation and/or disposal of contaminated or hazardous materials, the CMAR shall only be required to assist the Authority and/or the Owner Representative in the management of such contractors who are working directly with the Authority under separate agreement.

3. The CMAR shall be responsible to develop construction plans to adhere to the terms of the lease agreements between the LVCVA and its trade show customers regarding move in, move out and trade show event days and customer access to the facilities on the LVCVA campus.

I. PROGRESS SCHEDULE AND REPORTS:

1. The CMAR shall submit to the Authority and/or the Owner Representative a monthly progress schedule, report, and progress photos in accordance with the General Conditions of the Contract. The CMAR agrees that the CMAR's submission of the monthly progress schedule and report (or any revised progress schedule and report) is for the Authority's and the Owner Representative's information only, and the Authority's and the Owner Representative's acceptance of the monthly progress schedule and report (or any revised progress schedule and report) shall not bind the Authority in any manner. Thus, the Authority's and the Owner Representative's acceptance of the monthly progress schedule, report, and photos (or any revised monthly progress schedule, report, and photos) shall not imply Authority and/or the Owner Representative's approval or consent to any of the matters set forth therein, nor shall such schedule report constitute written notice to the Authority and/or the Owner Representative.

2. CMAR shall maintain an accurate record of all deviations from the approved shop drawings, the Drawing and Specifications, which occur in the Work as actually constructed, and shall submit to Authority and/or the Owner Representative complete information in the form required by the Contract Documents, including descriptions, 3D models, BIM drawings, drawings, sketches, marked prints and similar data, indicating the "as-built' conditions. CMAR shall keep "as-built" and shop drawings up to date concurrently as the Work progresses and shall at all times keep such up-to-date drawings available to Authority and/or the Owner Representative at the CMAR's office. Submission of all "as-built" drawings in compliance with both this Section and the Specifications is required prior to CMAR's Application for Payment with respect to the Final Payment.

J. TIME IN GENERAL:

1. Obligation to Achieve the Contract Times:

   CMAR agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance herein.

2. Delays to the Work.

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a) The Contract Times (or Milestones) may only be changed by a Change Order. Any claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice from the CMAR submitted by the CMAR to the Authority within seven (7) days of when CMAR becomes aware of the event for an adjustment to the Contract Time.

b) Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any claim for an adjustment in the Contract Times (or Milestones) shall be determined in accordance with the provisions of this Article.

c) Where CMAR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the reasonable control of CMAR, the Contract Times (or Milestones) shall be extended and the Fixed Price increased if required, in an amount equal to the time actually lost (with additional costs), if any, to the critical path due to such delay if a timely claim is made therefore as provided in this agreement. Delays beyond the control of CMAR shall include but not be limited to, acts or neglect by the Authority, acts or neglect of utility owners or other contractors performing other work for the Authority.

d) CMAR shall submit a detailed Time Impact Analysis with each request for a time extension based on the approved progressed monthly construction schedule. The Time Impact Analysis shall depict the actual impact of the delay within the current CPM schedule for the Project. In no circumstance shall CMAR be entitled to a time extension greater than that demonstrated by the Time Impact Analysis. Such time extension may subsequently be adjusted by the Authority to account for the avoidance or mitigation of the delay, or portion of the delay.

e) The Contract Times (or Milestones) shall not be extended due to delays within the reasonable control of CMAR. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the reasonable control of CMAR.

f) Where CMAR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the reasonable control of both the Authority and CMAR, an extension of the Contract Times (or Milestones) shall be granted in an amount equal to the actual time lost due to such delay, to the extent the delay reasonably could not be avoided or mitigated.

g) In no event shall the Authority, Owner Representative or their consultants be liable to CMAR, any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

    1) Delays caused by or within the reasonable control of CMAR.

    2) Delays exceeding 30 calendar days, per event, beyond the control of both the Authority and CMAR including, but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts of neglect by utility.

h) CMAR understands and agrees that the Authority has purchased and is entitled to the services of CMAR for the entire time set forth in the Contract Documents. Authority-provided coordination items and interface with this Project are such that the Authority needs the entire Contract Period in order to support this Project and the Authority's other projects. Accordingly, the CMAR shall have the right to finish early, with a fully

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executed Change Order with notification to the Authority 90 days prior to substantial or final completion.

K. CONSTRUCTION MONITORING, OBSERVATIONS, TESTING AND UNCOVERING OF WORK:

1. Observation and Construction Review Program:

During the progress of the Work through Final Completion, the CMAR shall at all times when Work is being performed afford the Authority every reasonable opportunity for observing all Work. The CMAR shall provide the Authority, Owner Representative employees, with safe access to the Work. During any such observation, all representatives of the Authority shall comply with the Site-Specific Safety Plan applicable to areas visited, and shall in no material way interfere with the CMAR's performance of the Work.

2. CMAR Tests:

The CMAR is responsible to coordinate and provide proper notification to the Inspection Agency, Special Inspection (SI) Agency, Testing Agency, Owner Representative for items listed, but not limited to, the construction documents, under any permit requirements or manufacturing requirements. The CMAR shall witness all tests of the Work or inspections required by the Contract, permit or required by the circumstances or condition of the Work. The CMAR may need to coordinate with other relevant parties, including Building Officials, who may also need to be present for the scheduled testing work. A pre-construction conference at the job site is required to review special inspection procedures. The CMAR shall give the Authority, Owner Representative and Special Inspection Agency reasonable advance notice (at least forty-eight (48) hours) of tests or inspections prior to the conduct thereof; provided, however, that in no event shall the inability, failure or refusal to attend or be present by the Authority at or during any such test or inspection delay the conduct of such test or inspection or the performance of the Work. If required by the Contract or by law the CMAR shall engage an engineer or architect licensed in the State to conduct or witness any such test or inspection for design work performed for the work including but not limited to shop drawings and calculation for the Work. All analyses of test samples shall be conducted by persons appearing on lists of laboratories authorized to perform such tests by the State having jurisdiction and shall be subject to the approval of the Authority, which approval shall not be unreasonably withheld.

3. Authority Tests, Observations and Inspections:

The Authority recognizes their obligation to implement a program of special inspections and testing as required by jurisdictions having authority.

The Authority, its employees, agents, Owner Representative and contractors (which may be selected in the Authority's sole discretion), and all governmental bodies having lawful jurisdiction, may at any reasonable time and with reasonable notice conduct such on-site and off-site tests, observations and inspections, and such civil, structural, mechanical, electrical, chemical, or other tests as the Authority deems necessary or desirable to ascertain whether the Work complies with this Contract.

The costs of such tests, observations or inspections shall be borne by the Authority unless such tests, observations or inspections reveal a material failure of the Work to comply with this Contract or Applicable Law, in which event the CMAR shall bear all reasonable costs and expenses of such observations, inspections or tests. In the event that any requested test, observation or inspection causes a material

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delay in the construction schedule, the date for achieving Substantial Completion shall be adjusted to reflect the actual period of time needed for completion as directly caused by the requested testing, but only if such testing, observation or inspection does not reveal any material failure or non-compliance as set forth herein.

4. Certificates and Reports:

   a) The CMAR shall secure and deliver to the Authority promptly, at the CMAR's sole cost and expense, all required certificates of inspection, test reports, work logs, certified payroll, certified subcontractor payroll, other statutory requirements and reports and approvals with respect to the Work as and when required by the Contract or the NRS. The CMAR shall provide to the Authority, immediately after the receipt thereof, copies of any notice of default, breach or non-compliance received by the CMAR under or in connection with any Permit, Subcontract, Performance Bond or Payment Bond pertaining to the construction of the Project.

   b) CMAR and each Subcontractor are required to submit a copy of the certified payroll record for each calendar month to Owner Representative no later than 15 calendar days after the end of the month.

5. Notice of Covering Work:

   a) The CMAR shall give the Authority notice in its progress report of its upcoming schedule with respect to the covering and completion of any Work, and shall update such notice, if necessary, within a reasonable time period (at least five days) before such covering and completion. The Authority shall give the CMAR reasonable notice, unless an emergency situation exists, of any intended inspection or testing of such Work in progress prior to its covering or completion, which notice shall be sufficient to afford the Authority a reasonable opportunity to conduct a full inspection of such Work. At the Authority's written request, the CMAR shall take apart or uncover for inspection or testing any previously-covered or completed Work; provided, however, that the Authority's right to make such requests shall be limited to circumstances where there is a reasonable basis for concern by the Authority as to whether the disputed Work complies with the requirements of this Contract. The cost of uncovering, taking apart, or replacing such Work along with the costs related to any delay in performing Work caused by such actions, shall be borne as follows:

   b) By the CMAR, if such Work was covered prior to any observation or test required by the Contract or if such Work was covered prior to any observation or test for which the Authority was not provided reasonable advance notice hereunder or did not observe the test; and

   c) In all other cases, as follows:

      1) By the CMAR, if such observation or test reveals that the Work does not comply with this Contract; or

      2) By the Authority, if such observation or test reveals that the Work complies with this Contract.

   d) In the event such Work does comply with this Contract, the delay caused by such observation or test shall be treated as having been caused by an Uncontrollable Circumstance and any costs incurred with respect to such observation or test shall warrant an adjustment to the Fixed Price and/or schedule.

6. Meetings and Work Review:

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During the Construction Period, the CMAR and the Authority shall conduct weekly progress meetings to discuss the status of the Project. Meeting minutes shall be drafted by CMAR and submitted to the Authority for review and approval within forty-eight (48) hours of meeting. No meeting minutes shall be distributed by CMAR prior to receipt of approval by the Authority.

L. CORRECTION OF WORK:

1. Correction of Non-Conforming Work:

Throughout construction, the CMAR shall complete, repair, replace, restore, re-perform, rebuild and correct promptly any Work which does not conform with the Contract Standards.

2. Election to Accept Non-Conforming Work:

The Authority may elect by Change Order, at the CMAR's request, to accept non-conforming Work and charge the CMAR (by a reduction in the Fixed Price) for the amount agreed upon by the Parties by which the value of the CMAR's services or Work has been reduced.

3. Relation to Other Obligations:

The obligations specified in this Section establish only the CMAR's specific obligation to correct the Work and shall not be construed to establish any limitation with respect to any other obligations or liabilities of the CMAR under this Contract. This Section is intended to supplement (and not to limit) the CMAR's obligations under the specifications, standards, and any other provisions of this Contract or Applicable Law.

M. AUTHORITY-DIRECTED CHANGES

1. Right to Direct Extra CMAR Work

After execution of the Contract and without invalidating the Contract and without notice to the Surety, the Authority may at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract. The general scope of the Contract shall be interpreted broadly to reflect the intent to construct improvements and renovations to the convention center or its surrounding property. Such additions, deletions or revisions will only be authorized by a written Change Order or written Work Change Directive. CMAR is aware that changes to this Contract can only be made by written Change Order or written Work Change Directive and specifically agrees to waive any and all claims for changes, Extra CMAR Work, additional work, disruption, loss of efficiency or any other claim of any nature that is not directed or supported by a written Change Order or written Work Change Directive. CMAR further agrees that this Contract may not be changed orally, by emails, or by silence or apparent acquiescence by the Authority. The Parties agree that the interests of the public can only be protected by the exclusive use of written Change Orders or written Work Change Directives to deal with and address all items of changed work, Extra CMAR Work and additional work. Upon receipt of any such document, the CMAR shall promptly proceed with the Work involved which will be performed under the conditions of the Contract.

2. Conditions of Obligation to Proceed:

The Parties shall promptly proceed to negotiate in good faith to reach agreement on the price to be paid the CMAR for the Extra CMAR Work and on the effect of

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the Extra CMAR Work on any other obligations of the CMAR under this Contract. The CMAR acknowledges that it shall not be entitled to seek nor shall it receive payment for the Extra CMAR Work which is in excess of the fair market price of such Extra CMAR Work, whether such work is to be performed solely by the CMAR or by a Subcontractor under the CMAR's supervision.

3. Cost for Extra CMAR Work:

The value of any Authority-directed Work shall be reflected in a Change Order for such Work. If the Authority and the CMAR are unable to agree as to the extent, if any, of an adjustment in the Fixed Price or an adjustment of the Contract completion dates by the time the Extra CMAR Work must proceed, the Authority shall issue a Work Change Directive for such Work.

4. Cost Reductions:

The Fixed Price shall be reduced if and to the extent that any Change Order, whether for omitted Work or otherwise, results in any reduction in the CMAR's Cost of the Work. In the event of a material reduction in CMAR's Scope of Work, the Authority and CMAR shall negotiate an equitable adjustment of CMAR's Fee to address the material change of scope.

5. Uncontrollable Circumstances:

The Change Order procedures set forth in this Section are applicable solely to Authority-directed changes to the Work, not due to Uncontrollable Circumstances. In the event an Uncontrollable Circumstance occurs affecting the Work, the procedures set forth in XI(F) shall apply.

N. CHANGES TO THE CONTRACT PRICE AND TIME:

1. Change Order.

A Change Order is a written instrument issued after execution of the Contract signed by the Authority and CMAR, stating their agreement upon all of the following, but not limited to:

a) The scope of the change in the Work

b) The amount of the adjustment to the Fixed Price and CMAR fee, if applicable

c) The extent of the adjustment to the Contract Time(s).

2. Work Authorized by Change Order:

All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. The Authority and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. It is expressly understood that all change orders shall include the following guarantee; "Compensation set forth in the Change Order comprises the total compensation due the CMAR, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the CMAR acknowledges and agrees on behalf of CMAR, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Contract. Signing the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, subject to audit, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the CMAR, all Subcontractors, and

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all Suppliers as a result of the change. The CMAR, on behalf of CMAR, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of, or as a result of, this Change Order or the impact of this Change Order on the remainder of the Work under the Contract."

3. Work Change Directive:

A Work Change Directive is a written directive from the Authority to CMAR issued on or after the Effective Date of the Contract that includes a directive for an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Fixed Price or the Contract Times, but is evidence that the Parties expect that the change ordered or documented by a Work Change Directive shall be incorporated in a subsequently issued Change Order or Change Authorization following negotiations by the Parties as to its effect, if any, on the Fixed Price, CMAR Fee or Contract Times.

4. Minor Change:

Minor changes in the Work do not involve an adjustment of the Fixed Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. CMAR can propose minor changes in the Work consistent with the intent of the Contract Documents provided, however, any such minor change must be approved in advance in writing by the Authority. CMAR shall promptly record such changes on the documents maintained by CMAR.

5. Fixed Price:

a) The increase or decrease in Fixed Price resulting from a change in the Work shall be determined by one of the following methods:

1) Unit prices set forth in the Contract or as subsequently agreed to between the Parties;

2) By mutual acceptance of a lump sum; or

3) By actual cost plus the percentage fee set forth in the CMAR's Proposal. Cost shall be determined as the actual cost to perform the Work as set out herein for labor, materials, and equipment in the proper performance of extra Work with the following additional provisions:

a. Equipment: The rental rate to be applied for use of each item of equipment shall be reimbursed at no more than seventy-five (75) percent of the Federal Highway Administration (FHWA) rates, (divided by 173.33 to determine hourly rates), from the Rental Rate Blue Book for Construction Equipment. Rental time shall be the time the equipment is in productive operation on the Work. Any part of an hour less than 30 minutes of operation will be considered to be half-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

b. Subcontractor mark-up for overhead and profit shall be a maximum of 8% for labor and 5% for materials and equipment utilization that occurs at the sub tier incurring the cost.

6. Disagreements:

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If the Authority and CMAR disagree upon whether CMAR is entitled to be paid for any services required by the Authority, or if there are any other disagreements over the proposed changes to the Work, the Authority and CMAR shall resolve the disagreement pursuant to Article XI hereof. As part of the negotiation process, CMAR shall furnish the Authority with a good faith estimate of the costs to perform the disputed services in accordance with the Authority's interpretations. CMAR shall proceed to perform the disputed services, conditioned upon the Authority issuing a written order to CMAR: (i) directing CMAR to proceed and (ii) specifying the Authority's interpretation of the services that are to be performed. If this occurs, CMAR shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of the disputed amount at the reasonable estimated direct cost to perform the services, and the Authority agrees to pay such amounts, with the express understanding that (i) such payment by the Authority does not prejudice the Authority's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by CMAR does not prejudice CMAR's right to seek full payment of the disputed services if the Authority's order is deemed to be a change to the Work.

7. Emergencies:

In an emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss and notify Authority and/or Owner Representative immediately. Any change in the Fixed Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article.

8. Requests for Contract Adjustments and Relief:

If either CMAR or the Authority believes that it is entitled to relief against the other for any event arising out of or related to the Work or the Project, such party shall provide written notice to the other party of the basis for its claim for relief immediately, but in no case more than seven (7) days after the event or occurrence that is the basis for the claim for relief. Such notice shall, except in the event of an emergency affecting public safety or health be made prior to incurring any cost or expense.

9. CMAR Pre-Construction Responsibility:

The CMAR shall not be entitled to a change to the Fixed Price, Contract Time or Milestones resulting from failure of the CMAR to disclose errors, omissions or other irregularities that should have been discovered by the CMAR in plans and/or specifications provided to the CMAR for review, estimating, constructability analysis and other services provided by CMAR during the Pre-Construction Services portion of the Project.

O. SUBSTANTIAL COMPLETION:

1. Time for Achieving Substantial Completion:

The Contract Time shall be measured from the Commencement Date.

The CMAR shall achieve Substantial Completion as part of Temporary Certificate of Occupancy (TCO) of each of the construction sequences as set forth in the LVCVA's RFPP #19-4572-2 (the "Substantial Completion Deadline"; the Substantial Completion Deadline is sometimes referred to as the "Contract Time"), in accordance with the approved construction schedule as of the date of this Contract, subject to adjustments of the Contract Time as provided in the Contract Documents.

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2. Conditions to Substantial Completion:

Substantial Completion shall require completion of all physical aspects of the Project such that all facilities constructed are complete. Access to the Facilities will be so limited after Substantial Completion that it will not be possible for construction to continue after Substantial Completion.

3. Notice of Substantial Completion:

When CMAR considers the entire Work ready for its intended use, CMAR shall notify Authority and/or Owner Representative in writing that the entire Work is complete including items specifically listed by CMAR on the Punch List as complete and request that Authority issue a certificate of Final Completion. Within a reasonable time thereafter Authority and/or Owner representative with the CMAR shall make an inspection of the Work to determine the status of completion. The Work shall not be considered Finally Complete until a Certificate of Occupancy (CO) has been received.

4. Punch List:

The CMAR shall prepare a Punch List of remaining items of work to be completed. The "Punch List" shall be a statement of incomplete aspects of the Work, which in the CMAR's opinion, the CMAR can complete before the Final Completion deadline, and with minimal interference to the Work of follow-on contractor's occupancy or use or lawful operation of the completed Project. In no event shall the Punch List contain any incomplete construction items necessary for the commencement of Work by any follow-on contractor or occupancy of the Project. The Punch List shall be approved by the Authority and/or Owner Representative, and completion of the Punch List work shall be verified by a final walk-through of the Project conducted by the Owner Representative with the CMAR Project Manager and the Architect of Record.

5. Certificate of Substantial Completion:

If the Authority and/or Owner Representative does not consider the Work substantially complete, the Authority and/or Owner Representative will notify CMAR in writing giving the reasons therefore. If the Authority and/or the Owner Representative considers the Work substantially complete, the Authority and/or Owner Representative will prepare and deliver to CMAR a Certificate of Substantial Completion which shall fix the date of Substantial Completion and describe the division of responsibilities between the Authority and the CMAR for security, operation, safety, maintenance, ventilation, utilities, insurance, warranties and guarantees. There shall be attached to the Certificate the Punch List of items to be completed or corrected before final payment. The Authority and the CMAR shall acknowledge their respective acceptance of the Certificate of Substantial Completion by signing and dating the certificate, which shall be binding on Authority and CMAR until final payment.

6. Commissioning

CMAR shall provide a commissioning plan and schedule for all systems and subsystems for review to Authority and/or Owner Representative. CMAR shall give notice in its weekly report of its upcoming schedule with respect to the pre-commissioning and commissioning activities. Notice shall be within a reasonable time period (at least five (5) days) before such activities start.

P. PARTIAL UTILIZATION:

1. At its option, the Authority may use any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii)

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Authority, and CMAR agree constitutes a separately functioning and usable part of the Work that can be used by Authority for its intended purpose without significant interference with CMAR's performance of the remainder of the Work, partial utilization may be accomplished prior to Substantial Completion of all the Work, subject to the following:

2. Request for Use:

Authority and/or Owner Representative at any time may request CMAR in writing to permit Authority to use any such part of the Work that Authority believes to be ready for its intended use and substantially complete. CMAR must respond within 48 hours if CMAR agrees that such part of the Work is substantially complete, and if allowed by the governing authorities, CMAR will obtain and maintain a Temporary Certificate of Occupancy or obtain a Final Certificate of Occupancy, certify to the Authority that such part of the Work is substantially complete and request the Authority to issue a certificate of Substantial Completion for that part of the Work.

3. Insurance Requirements:

No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the Insurance or Bond Requirements.

Q. FINAL COMPLETION:

1. Time for Achieving Final Completion:

The Contract Time shall be measured from the Commencement Date.

The CMAR shall achieve Final Completion as part of Certificate of Occupancy (CO) of each of the construction sequences as set forth in the LVCVA's RFPP #19-4572-2 (the "Final Completion Deadline"; the Final Completion Deadline shall be in accordance with the approved construction schedule as of the date of this Contract, subject to adjustments of the Contract Time as provided in the Contract Documents.

2. Conditions to Final Completion:

Final Completion shall require completion of all physical aspects of the Project such that all facilities constructed are complete. Access to the entire Facilities shall be complete.

3. Notice of Final Completion:

When CMAR considers the entire Work ready for its intended use, CMAR shall notify Authority and/or Owner Representative in writing that the entire Work is complete including items specifically listed by CMAR on the Punch List as complete and request that Authority and/or Owner Representative issue a certificate of Final Completion. Within a reasonable time thereafter Authority and/or the Owner Representative with the CMAR shall make an inspection of the Work to determine the status of completion. The Work shall not be considered Finally Complete until a Certificate of Occupancy (CO) has been received.

4. Certificate of Final Completion:

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If the Authority and/or Owner Representative does not consider the Work finally complete, the Authority and/or Owner Representative will notify CMAR in writing giving the reasons therefore. If the Authority considers the Work finally complete, the Authority and/or Owner Representative will prepare and deliver to CMAR a Certificate of Final Completion which shall fix the date of Final Completion and describe the transfer of responsibilities between the Authority and the CMAR for security, operation, safety, maintenance, ventilation, utilities, insurance, warranties and guarantees. The Authority and the CMAR shall acknowledge their respective acceptance of the Certificate of Final Completion by signing and dating the certificate, which shall be binding on Authority and CMAR until final payment after Final Closeout.

5. Commissioning

CMAR shall have provided all training of Authority staff of operation of all systems and provide testing results and operation and maintenance manuals as required for running and maintenance of the equipment for all systems and subsystems to Authority. CMAR shall give notice in its weekly report of its upcoming schedule with respect to the Final Closeout documentation.

R. FINAL CLOSEOUT

1. Requirements:

a) "Final Closeout" shall be deemed to have occurred when all of the following conditions have been satisfied:

b) Work Completed. All applicable Work (including all items on the Punch List and all clean up and removal of construction materials, demolition debris and temporary facilities) is complete and in all respects, is in compliance with this Contract;

c) Deliverable Material. The CMAR shall have delivered to the Authority all Deliverable Material required by Section VII(R);

d) Final Record Drawings. The CMAR shall have delivered to the Authority final and complete Record Drawings, that have been developed in coordination with and reviewed by the Architect and reviewed and accepted by the Owner Representative in an electronic format acceptable to the Authority showing the actual "as-built" condition of the Work as required by the General Conditions;

e) Consent of Surety. The Surety has consented to the release of final payment to the CMAR;

f) Release and Waivers. The CMAR has provided the releases on waivers of liens;

g) Payment of Claims. The CMAR has certified to the Authority that all of its claims against the Authority have been paid; and

h) Certificate of Occupancy. The CMAR has obtained and provided to the Authority the Certificate of Occupancy unless the Certificate of Occupancy cannot be obtained for reasons beyond the control of the CMAR.

2. Effect of Final Closeout:

Upon Final Closeout, the Parties' obligations hereunder during the Construction Period shall terminate (other than any Call-Back Warranty), including the CMAR's obligation to furnish and maintain a Payment Bond, if all CMAR's subcontractors or suppliers have been paid.

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3. Time for Achieving Final Completion:

The Contract Time shall be measured from the Commencement Date.

The CMAR shall achieve Final Closeout no later than June 1, 2021 Date (the "Final Closeout Deadline"; the Final Closeout Deadline shall be in accordance with the approved construction schedule as of the date of this Contract, subject to adjustments of the Contract Time as provided in the Contract Documents.

S. DELIVERABLE MATERIAL:

1. Deliverables:

As the Work progresses or as part of final completion (or upon the termination of the CMAR's right to perform the Work), the CMAR shall deliver to the Authority all drawings, reports, submittals, shop drawings, prints, service and installation manuals and other materials ("Deliverable Material") required to be delivered under the Contract upon completion and acceptance inspection by the Authority. The provisions of Section VII(R) shall apply to any Deliverable Material used by the CMAR in the Work that is proprietary in nature or otherwise subject to the property rights of a third party. The Authority shall have the right from and after the Contract Date to use (or permit use of) all such Deliverable Material, all oral information received by the Authority in connection with the Work, and all ideas or methods represented by such Deliverable Material, without additional compensation. The Authority's use of any such Deliverable Material for any purpose other than the Project shall be at its own risk and the CMAR shall have no liability therefore.

VIII. COMPENSATION

A. COMPENSATION FOR PRE-CONSTRUCTION PHASE SERVICES

1. For the CMAR's Preconstruction Phase services, the Authority shall compensate the CMAR as follows:

a) CMAR shall perform Preconstruction Phase services at the direction of the Owner Representative. If Authority does not accept the CMAR's Fixed Price proposal or otherwise terminates this agreement prior to commencement of the Construction Phase of any of the construction sequences as set forth in the LVCVA's RFPP #19-4572-2, Authority shall pay CMAR the reasonable value of the Preconstruction Phase services performed by CMAR, which shall be a fixed fee as shown in this agreement. If Authority does accept the CMAR's Fixed Price proposal and proceeds to the Construction Phase under this Agreement, the CMAR's compensation for Preconstruction Services shall be included as a line item in the Contract Price. CMAR's fee for Preconstruction Services shall be paid as set forth in this agreement.

2. Payments

a) The CMAR shall submit to Authority and/or the Owner Representative statements on the first (1st) of each month detailing its fee for Preconstruction Phase services.

b) Amounts unpaid thirty (30) days after the date fixed for payment in the Contract Documents shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the CMAR.

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c) The prime interest rate plus two percent (2%) as published in the Wall Street Journal.

3. Fixed Price

a) The CMAR guarantees that the Contract Sum shall not exceed the Fixed Price set forth in the Fixed Price in Exhibit D, as it may be amended from time to time. To the extent the Cost of the Work exceeds the Fixed Price, the CMAR shall bear such costs in excess of the Fixed Price without reimbursement or additional compensation from the Authority.

b) The Fixed Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

B. COMPENSATION FOR CONSTRUCTION PHASE SERVICES

1. For the CMAR's performance of the Work as described in this Contract, the Authority shall pay the CMAR the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in this Contract plus the CMAR's Fee.

2. The CMAR's Fee:

The CMAR will be paid a fee of a Percentage of the Cost of the Work as shown in Exhibit D – Contract Price, which amount will be fixed as a stipulated sum in the Fixed Price.

3. The method of adjustment of the CMAR's Fee for changes in the Work:

For Authority and/or the Owner Representative approved, additive changes in the Work, the rate of CMAR's Fee shall be as shown in Exhibit D – Contract Price of the Cost of the Work directly attributable to any such change that is incurred or paid by the CMAR during performance of the Work.

C. COSTS AND PAYMENTS

The reimbursable Costs, payments to be made, and process for making those payments are governed by Exhibit E attached hereto.

IX. PERFORMANCE GUARANTEES AND OTHER PROJECT WARRANTIES

A. PERFORMANCE GUARANTEES

The CMAR guarantees that the construction of the Project shall comply with the Contract Documents and all federal, state and local laws and regulations pertaining to construction means and methods. The CMAR further guarantees that it will adhere to the standards of care customary in the industry for construction and administration of the Project and that the Project meets or exceeds the minimum requirements contained in the Contract documents.

B. WARRANTY OF MATERIALS AND EQUIPMENT:

1. General Warranties:

The CMAR warrants to the Authority that the materials and equipment furnished under this Contract will be new and of recent manufacture, of good quality unless otherwise required or permitted under this Contract, that the Work will be free from defects in materials and workmanship not inherent in the quality required or permitted, and that the Work will conform with the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly

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approved and authorized by the Authority, may be considered defective or failing to conform to the Contract. The CMAR's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CMAR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Authority, the CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Manufacturers' Warranties:

The CMAR shall, for the protection of the Authority, obtain from all Subcontractors, vendors, suppliers and other persons from which the CMAR procures structures, improvements, fixtures, machinery, equipment and materials such warranties and guarantees as are normally provided with respect thereto and as may be specifically required by the Contract Standards and Specifications, each of which shall be assigned to the Authority to the full extent of the terms thereof. No such warranty or guarantee shall relieve the CMAR of any obligation hereunder, and no failure of any warranted or guaranteed structures, improvements, fixtures, machinery, equipment or material shall be the cause for any increase in the Fixed Price or non-performance of the Work unless such failure is itself attributable to an Uncontrollable Circumstance. It is understood that Manufactures' Warranties longer than the CMAR Warranties required herein shall be directly between the manufacturer and the Authority.

C. WARRANTY OF ADEQUACY OF CONSTRUCTION SERVICES:

The CMAR warrants to the Authority that all construction and related services provided under this Contract shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements under this Contract, Good Construction Practices and all Applicable Law.

D. CALL-BACK WARRANTY:

1. Call-Back Warranty:

If the CMAR shall, subject to subsection (B) of this Section and at the Authority's sole option, repair or replace any Work found to be defective or not in conformance with the requirements of this Contract promptly after receipt of written notice from the Authority to do so unless the Authority has previously given the CMAR a written acceptance of such condition (the "Call-Back Warranty"). The CMAR shall bear all costs related to the repair or replacement of such defective or non-conforming Work hereunder, including the reimbursement of the Authority for all of its costs made necessary thereby. The Authority shall give such notice promptly after discovery of the condition. The obligation under this Section shall survive Substantial and Final Completion and termination of this Contract.

2. Manufacturers' Warranties:

Notwithstanding the two-year period of Call-Back Warranty set out above, CMAR shall provide such extended and long-term warranties required by the Contract Documents. Such warranties shall be of durations consistent with requirements of this Contract.

3. Emergency Work:

Notwithstanding anything in subsection (A) to the contrary, in the event of an emergency, the Authority may have the defective or non-conforming Work covered by this Call-Back Warranty corrected, repaired or replaced, without in any way

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limiting the CMAR's liability under this Section or Applicable Law, and the CMAR shall reimburse the Authority for all reasonable costs arising from such defect or non-conformance and the resultant repair or replacement thereof.

4. No Period of Limitation on Other Project Warranties:

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations which the CMAR might have under this Contract. Establishment of the time period of two years as described in subsection (A) of this Section or the longer time period of warranties described in subsection (B) of this Section relates only to the specific obligation of the CMAR to repair or replace the Work, and has no relationship to the time within which the obligation to comply with this Contract may be sought to be enforced, nor the time within which proceedings may be commenced to establish the CMAR's liability with respect to the CMAR's obligations other than specifically to correct the Work in relation to latent defects.

E. NO LIMITATION OF LIABILITY:

The Project Warranties are in addition to, and not in limitation of, any other warranties, guarantees, rights and remedies available under this Contract or Applicable Law, and shall not limit the CMAR's liability or responsibility imposed by this Contract or Applicable Law with respect to the Work, including liability for construction and performance defects, strict liability, negligence or fraud.

X. DEFAULT, REMEDIES AND TERMINATION

A. REMEDIES FOR BREACH:

The Parties agree that, except as otherwise provided in this agreement with respect to termination rights, in the event that either Party breaches this Contract, the other Party may exercise any legal rights it may have under this Contract, under the Performance Bond and the Payment Bond and under Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach. Neither Party shall have the right to terminate this Contract except upon the occurrence of an Event of Default; provided that upon any such termination, the terminating Party shall have all of the rights and remedies provided for in this Section. Notwithstanding any other provisions of the Contract, the Authority's sole remedy for delay in achieving substantial completion is liquidated damages.

B. EVENTS OF DEFAULT BY THE CMAR:

1. Events of Default Not Requiring Notice or Cure Opportunity for Termination:

Each of the following shall constitute an Event of Default by the CMAR upon which the Authority, by notice to the CMAR, may terminate this Contract without any requirement of having given notice previously or of providing any further cure opportunity:

a) The failure of the CMAR to obtain and maintain in full force and effect the Performance Bond and the Payment Bond required by Article XII as security

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for the performance of this Contract, without excuse for Uncontrollable Circumstances;

b) The insolvency of the CMAR as determined under the United States Bankruptcy Code, 11 U.S.C. 101 et seq.;

c) The filing by the CMAR of a petition of voluntary bankruptcy under the Bankruptcy Code; the consenting of the CMAR to the filing of any bankruptcy or reorganization petition against the CMAR under the Bankruptcy Code; or the filing by the CMAR of a petition to reorganize the CMAR pursuant to the Bankruptcy Code; or

d) The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the CMAR or of a major part of the CMAR's property, respectively, or the filing against the CMAR of a petition to reorganize the CMAR pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within ninety (90) days after such issuance or filing, respectively.

2. Events of Default Requiring Previous Notice and Cure Opportunity for Termination:

It shall be an Event of Default by the CMAR upon which the Authority may terminate this Contract, if:

a) Any representation or warranty of the CMAR hereunder was intentionally false or inaccurate in any material respect when made, and the legality of this Contract or the ability of the CMAR to carry out its obligations hereunder is thereby materially and adversely affected;

b) CMAR more than once (unless agreed to by Authority) refuses to supply enough properly skilled workers to meet the schedule, or proper materials;

c) CMAR more than once (unless agreed to by Authority) fails to make payment to Subcontractors or Suppliers for materials, services or labor in accordance with the respective agreements between CMAR and the Subcontractors or Suppliers or the requirements of the NRS;

d) CMAR more than once (unless agreed to by Authority) disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction;

e) CMAR more than once (unless agreed to by Authority) fails to perform any material obligation imposed by the Contract;

f) CMAR or its subcontractors or suppliers of any tier fails, as determined by the Authority, to comply with this Contract, the Site Safety Plan or Safety Program;

g) CMAR is otherwise guilty of a substantial breach of a provision of the Contract; or

h) The CMAR fails, refuses or otherwise defaults in its duty;

1) To pay any amount required to be paid to the Authority under this Contract within sixty (60) days following the due date for such payment, or

2) To perform any other material obligation under this Contract (unless such default is excused by an Uncontrollable Circumstance as and to the extent provided herein), except that no such default (other than those set forth in subsection IX(B)(1) of this Section) shall constitute an Event of Default giving the Authority the right to terminate this Contract for cause under this subsection unless:

a. The Authority has given prior written notice to the CMAR stating that a specified default has occurred which gives the Authority

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a right to terminate this Contract for cause under this Section, and describing the default in reasonable detail; and

b. The CMAR has neither challenged in an appropriate forum the Authority's conclusion that such a default has occurred or constitutes a material breach of this Contract nor corrected or diligently taken steps to correct such default within a reasonable time but not more than ten (10) days from the date of the notice given pursuant to item (1) above (but if the CMAR shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for so long as the CMAR is continuing to take such steps to correct such default).

In order to exercise its right of termination under this Subsection, the Authority and/or the Owner Representative must give written notice of said default to the CMAR and request that CMAR cure. Should the CMAR fail to cure the noticed default within thirty (30) days of the date of the written notice, the Authority may terminate this Contract.

3. Delivery of Work Product:

In addition to its other rights and remedies provided under this Article, upon any termination of this Contract under this Section, the CMAR shall deliver to the Authority and/or the Owner Representative all of its work product produced during the period commencing on the Contract Date to the date this Contract terminates or is terminated, including the work product of the Architect. All such work product shall immediately become the property of the Authority. The Authority's use of any such work product for any purpose other than the Project shall be at its own risk and the CMAR shall have no liability. CMAR may retain one complete set of all Project documents.

4. Safety Rule Violation:

The Authority and/or the Owner Representative shall be able to remove the CMAR or any subcontractor or Supplier of any tier from the job for violations of any safety rules. If the Authority and/or the Owner Representative or another governmental body issues a cease and desist order to the CMAR or any subcontractor or Supplier while working at the Project, the party receiving such cease and desist order shall immediately comply with such work stoppage. Any such work stoppage shall not be a cause to increase the Fixed Price or for a request for additional Contract Time unless the violation is not the fault of the CMAR or an entity or for whom the CMAR is responsible.

C. EVENTS OF DEFAULT BY THE AUTHORITY:

1. Events of Default Permitting Termination:

Each of the following shall constitute an Event of Default by the Authority upon which the CMAR, by notice to the Authority and/or the Owner Representative, may terminate this Contract:

a) The failure, refusal or other default by the Authority in its duty to pay, without reasonable justification, the amount required to be paid to the CMAR under this Contract within sixty (60) days following the due date for such payment or any breach of the contract by the Authority or any Material breach of the contract by the Authority.

b) The authorized filing by the Authority of a petition seeking relief under the United States Bankruptcy Code, as applicable to political subdivisions which

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are insolvent or unable to meet their obligations as they mature; provided that the appointment of a financial control or oversight board by the State for the Authority shall not in and of itself constitute an Event of Default hereunder.

c) Substantial and material failure to meet its obligations.

2. Notice and Cure Opportunity:

No such default described in subsection (1) of this Section shall constitute an Event of Default giving the CMAR the right to terminate this Contract for cause under this subsection unless:

a) The CMAR has given thirty (30) days prior written notice to the Authority and/or the Owner Representative stating that a specified default has occurred which gives the CMAR a right to terminate this Contract for cause under this Section, and describing the default in reasonable detail; and

b) The Authority has neither challenged in an appropriate forum the CMAR's conclusion that such default has occurred or constitutes a material breach of this Contract nor corrected or diligently taken steps to correct such default within a reasonable period of time but not more than 60 days from the date of the notice given pursuant to item (1) above (but if the Authority shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the Authority is continuing to take such steps to correct such default).

D. TERMINATION OF CONTRACT BY AUTHORITY FOR CONVENIENCE:

1. Termination of Agreement:

Upon seven-day notice to the CMAR, the Authority may, without cause and without prejudice to any other right or remedy of the Authority, elect to terminate the Contract. In such case, the CMAR shall be paid (without duplication of any items):

a) For the unpaid Cost and Fee of completed and acceptable work executed in accordance with the Contract, prior to the effective date of the termination; and

b) For all reasonable, unavoidable claims, costs, expenses, losses, and damages directly attributable to the termination or incurred in conjunction with the termination, including, but not limited to demobilization cost.

c) CMAR shall not be paid on account of loss of anticipated profits or revenue, consequential damages, other economic loss, loss of reputation, or loss of bonding capacity arising out of or resulting from such termination.

E. OBLIGATIONS OF THE CMAR UPON TERMINATION:

1. CMAR Obligations:

Upon a termination of the CMAR's right to perform this Contract under this agreement, the CMAR shall, as applicable:

a) Stop the Work on the date and to the extent specified by the Authority;

b) Promptly deliver to the Authority all Design Documents and "as-built" construction Record Drawings in an electronic format that is acceptable to the Authority and prepared by the CMAR in carrying out the Work which have not previously been delivered to the Authority;

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c) Promptly take all action as necessary to protect and preserve all materials, equipment, tools, facilities and other property;

d) Promptly remove from the Project Site all equipment, implements, machinery, tools, temporary facilities of any kind and other property owned or leased by the CMAR (including, but not limited to sheds, trailers, workshops and toilets), and repair any damage caused by such removal;

e) Clean the Project Site and leave it in a neat and orderly condition;

f) Promptly remove all employees of the CMAR and any Subcontractors and vacate the Project Site;

g) Promptly deliver to the Authority a list of all supplies, materials, machinery, equipment, property and special order items previously delivered or fabricated by the CMAR or any Subcontractor but not yet incorporated in the Project;

h) Provide the supplies, materials, equipment, property and special-order items already delivered to the site or stored off site;

i) Provide the Authority with the spare parts received;

j) Deliver to the Authority the Operation and Maintenance Manuals and all computer programs used at the Project in the performance of the Work, including all revisions and updates thereto;

k) Advise the Authority promptly of any special circumstances which might limit or prohibit cancellation of any Subcontract;

l) Promptly deliver to the Authority copies of all Subcontracts, together with a statement of:

    1) The items ordered and not yet delivered pursuant to each agreement;

    2) The expected delivery date of all such items;

    3) The total cost of each agreement and the terms of payment; and

    4) The estimated cost of canceling each agreement;

m) Assign to the Authority any Subcontract or Purchase Order that the Authority and the CMAR, whose agreement will not be unreasonably withheld, mutually elects in writing, at its sole election and without obligation, to have assigned to it. The Authority shall assume any Subcontract or Purchase Order so assigned and any Subcontract or Purchase Order entered into by the CMAR shall have a clause that states the Subcontractor or Supplier will accept sub-assignment;

n) Unless the Authority directs otherwise, terminate all Subcontracts and Purchase Orders that the Authority elects not to have assigned to it and make no additional agreements with Subcontractors or Suppliers;

o) Provide the Authority with a list of all Project equipment subject to patents, licenses, franchises, trademarks or copyrights and the associated royalties and license fees associated therewith which the Authority will be responsible for paying on or after the termination of this Contract;

p) As directed by the Authority, transfer to the Authority by appropriate instruments of title, and deliver to the Project (or such other place as the Authority may specify), all special-order items pursuant to this Contract for which the Authority has made or is obligated to make payments;

q) Promptly transfer to the Authority all warranties given by any manufacturer, Subcontractor or Supplier with respect to particular components of the Work;

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r) Notify the Authority promptly in writing of any legal proceedings against the CMAR by any Subcontractor, Supplier or other third Parties relating to the termination of the Work (or any Subcontracts);

s) Give written notice of termination, effective as of date of termination of this Contract, promptly under each insurance policy required (with a copy of each such notice to the Authority); and

t) Take such other actions, and execute such other documents as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize the Authority's costs, and take no action which shall increase any amount payable by the Authority under this Contract.

2. Continuity of Service and Technical Support:

Upon the termination of the CMAR's right to perform this Contract, the CMAR, at the request and direction of the Authority, shall provide for an effective continuity of service and the smooth and orderly transition of manager to the Authority or any replacement CMAR designated by the Authority. Such service shall be for a period of up to thirty (30) days, or other period of time as preapproved by the Authority, and shall include providing advice and support and delivering any plans, drawings, renderings, specifications, operating manuals, computer programs, spare parts or other information useful or necessary for the Authority or any replacement CMAR designated by the Authority to carry out and complete the Work.

3. CMAR Payment of Certain Costs:

If termination is CMAR default pursuant to this agreement, the CMAR shall be obligated to pay the costs and expenses of undertaking its obligations under subsection (B) of this Section. If the CMAR fails to comply with any obligation under this Section, the Authority may perform such obligation and the CMAR shall pay on demand all reasonable costs thereof subject to cost substantiation.

4. Authority Payment of Certain Costs:

If termination is due to Authority Fault pursuant to this agreement, the Authority shall pay to the CMAR within sixty (60) days of the date of the CMAR's invoice supported by cost substantiation all reasonable documented Costs and expenses incurred by the CMAR in satisfying its obligations under subsection (B) of this Section, but excluding any prorated portion of the CMAR's Fee for work not performed.

F. SURVIVAL OBLIGATIONS:

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations of CMAR indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

G. NO WAIVERS:

No action of the Authority or CMAR pursuant to this Contract, and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Contract. No course of dealing or delay by the Authority or CMAR in exercising any right, power or remedy under this Contract shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial

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exercise of (or failure to exercise) any right, power or remedy of the Authority or the CMAR under this Contract shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The Authority and CMAR agree that any modification or change to the terms or provisions of this Contract can be made only in writing and signed by both Parties.

H. NO CONSEQUENTIAL OR PUNITIVE DAMAGES**:**

In no event shall either Party be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract.

XI. DISPUTE RESOLUTION

A. FORUM FOR DISPUTE RESOLUTION:

1. The parties expressly acknowledge their intention to comply with NRS 338.150's requirement that this Contract contain a provision requiring alternative dispute resolution procedures.

2. It is the express intention of the Parties that all claims, disputes and other matters that must be adjudicated between the Parties shall be resolved in accordance with this agreement. To the extent any arbitration award needs to be confirmed, modified or vacated, any legal proceedings related thereto or otherwise related to this Contract or to the Project or to any rights or any relationship between the Parties arising therefrom shall be solely and exclusively initiated and maintained in the State or federal courts located in the County of Clark, Nevada. Subject to the Parties' agreement to arbitrate, the CMAR and the Authority each irrevocably consents to the jurisdiction of such courts in any such legal proceeding and waives any objection it may have to the laying of the jurisdiction of any such legal proceeding.

B. MEDIATION:

1. Rights to Request:

Either Party may request Mediation of any dispute arising under this Contract, whether technical or otherwise. Mediation shall be used before any dispute becomes subject to arbitration. The costs of any Mediation shall be divided equally between the Authority and the CMAR. Mediation shall be handled per American Arbitration Association according to its mediation rules.

2. Procedure:

The Mediator shall be a registered architect, professional engineer, attorney or other professional mutually acceptable to the Parties who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.

3. Non-Binding Effect:

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Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Contract. Unless otherwise agreed to by the Parties, no Mediator shall be empowered to render a binding decision.

C. ARBITRATION:

1. For all disputes, claims or questions not resolved informally by the Authority and CMAR by partnering, or mediation, binding arbitration in Las Vegas is required, and shall be handled in accordance with the American Arbitration Association's Construction Industry Arbitration Rules. After demand in writing by either Party that any particular dispute, claim or question should be arbitrated, then the arbitration shall be effected as provided hereinafter. The CMAR agrees to waive any proceedings prior to mediation or arbitration.

2. The Authority and CMAR shall obtain a panel of five (5) arbitrators from the arbitration association selected by the Authority. Selection of an arbitrator will be accomplished by the Authority first, and the CMAR next, each striking one name from the panel in turn until only one arbitrator remains. The Authority and CMAR will each have the right to reject one (1) panel of arbitrators prior to the use of the selection procedures set forth above.

3. Demand for arbitration must be made within one (1) year after the claim, dispute or other matter in question has arisen.

4. Any arbitration arising out of or relating to this Agreement cannot include, by consolidation, joinder or in any other manner, any additional person or entity not a party to this agreement unless agreed to by the Authority. CMAR specifically agrees that it will join any arbitration or lawsuit commenced as a result of the Project when requested to do so in writing by the Authority.

5. Any award rendered by an arbitrator shall be final, and judgment may be entered upon it in accordance with Chapter 38 of the Nevada Revised Statues and any other applicable law.

6. Each Party shall bear its own costs and attorney's fees incurred in the course of the arbitration proceedings prescribed under this section. The prevailing Party in any court action to enforce this Contract and/or the arbitrator's award shall be entitled to reasonable attorney's fees and costs.

D. CONTINUANCE OF WORK DURING DISPUTE:

At all times during the course of any disagreement, dispute, legal proceeding, mediation or arbitration process, the CMAR shall continue with the Work as directed by the Authority, in a diligent manner and without delay or conform to the Authority's decision or order, and shall be governed by the applicable provisions of this Contract. CMAR agrees that it has adequate remedies at law and in no case, other than set out herein, shall CMAR have the right to stop the Work or abandon the Project. Records of the Work performed during such time shall be kept in sufficient detail to enable payment in accordance with the applicable provisions in this Contract, if necessary. In the event of a disagreement of work performed, CMAR shall bill monthly.

XII. INSURANCE, BONDS, UNCONTROLLABLE CIRCUMSTANCES, INDEMNIFICATION AND HAZARDOUS MATERIALS

A. CMAR's INSURANCE REQUIREMENTS:

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1. The CMAR shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the CMAR from claims set forth below which may arise out of or result from the CMAR's operations and completed operations under the Contract and for which the CMAR may be legally liable, whether such operations be by the CMAR or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

   a) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

   b) Claims for damages because of bodily injury, occupational sickness or disease, or death of the CMAR's employees;

   c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CMAR's employees;

   d) Claims for damages insured by usual personal injury liability coverage;

   e) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

   f) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

   g) Claims for bodily injury or property damage arising out of completed operations; and

   h) Claims involving contractual liability insurance applicable to the CMAR's obligations under the indemnity obligations defined herein.

2. The insurance required herein shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, shall be written on an occurrence basis, and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the CMAR's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

3. Certificates of insurance acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this herein shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section XI(A)(2). Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CMAR with reasonable promptness.

4. The CMAR shall cause the commercial liability coverage required by the Contract Documents to include (1) the Authority, and the Authority's consultants as additional insureds for claims caused in whole or in part by the CMAR's negligent acts or omissions during the CMAR's operations; and (2) the Authority as an additional insured for claims caused in whole or in part by the CMAR's negligent

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acts or omissions during the CMAR's completed operations. CMAR's commercial general liability policy shall be endorsed to recognize specifically CMAR's contractual liability to the Authority.

5. Contractor Controlled Insurance Program:

   a) In order to affect the WC/GL/CO/PI-PD coverages stated herein, CMAR shall implement a Contractor Controlled Insurance Program (CCIP) for the Project, in accordance with Exhibit C to the Contract. The CCIP is a single insurance program that insures Project Site insurance coverage for the Authority, Owner Representative, the CMAR Company and all eligible and enrolled subcontractor tiers for work to be performed at the Project Site. The CCIP is more fully defined in the Special Conditions of the contract documents.

   b) CCIP insurance is furnished by CMAR for the benefit of the Project, the CMAR and all eligible and enrolled subcontractor tiers, skilled laborers and other employees both permanent and temporary. All enrolled subcontractor tiers, are included for work they perform on the jobsite. The CCIP replaces subcontractor tier(s) individual policies for all such work. Each subcontractor tier(s) must complete the enrollment process.

      1) CCIP is intended to be the primary source of coverage.

      2) CMAR shall submit the CCIP manual for the Project which will detail an integrated plan for the Project with all inclusions and exclusions and CCIP plan shall be approved by the Authority.

      3) The CMAR will be responsible to ensure that all Subcontractors are enrolled and individual tradesmen are tested before those entities are permitted onsite.

6. OFFSITE INSURANCE REQUIREMENTS

   a) The CMAR will be responsible to develop coverage limits for each risk level of subcontractor for offsite coverage (drywall, painting, structural steel, electrical, etc.). These limits will be submitted and approved by the Authority during the preconstruction phase. Notwithstanding the CCIP, each subcontractor who is enrolled in the CCIP shall obtain and maintain in effect those approved minimum insurance coverages for all work occurring off-site of the Project. Subcontractor's insurance policies must not have exclusions related to the project

   b) Las Vegas Convention and Visitors Authority shall be listed as Certificate Holder.

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Sample Insurance Certificate

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Name of Insurance Company - A-VII	Enter NAIC#
Contractor Name Contractor Street Address or P.O. Box Contractor City, State & Zip Code	INSURER B: Name of Insurance Company - A-VII (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company - A-VII (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company - A-VII (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company - A-VII (if applicable)	Enter NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒	**GENERAL LIABILITY** ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Enter Policy #	Effective Dates	Expiration Date	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
						MED EXP (Any one person)	$N/A
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
							$
A	☒	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ____ ☐ ____	Enter Policy #	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	☒	**EXCESS/UMBRELLA LIABILITY** ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION $Enter Amount	Enter Policy #(if required)	Effective Date	Expiration Date	EACH OCCURRENCE	$Enter Limit
						AGGREGATE	$Enter Limit
							$
							$
							$
A	☐	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Effective Date	Expiration Date	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
A	☒	**OTHER** Property Professional Liability	Enter Policy # Enter Policy #	Effective Date Effective Date	Expiration Date Expiration Date		As requested $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Las Vegas Convention and Visitors Authority, its officers, directors and employees must be expressly covered as additional insureds in respect to commercial general liability and automobile liability.

CERTIFICATE HOLDER

The Las Vegas Convention and Visitors Authority
Purchasing Section
3150 Paradise Road
Las Vegas, NV 89109

Facsimile Number: (702) 892-2950
Email: Contractsadmin@lvcva.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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7. General Insurance Provisions

a) CMAR shall submit to the Authority and maintain for the duration of this Agreement and any renewal periods, Certificates of Insurance, for coverages and endorsements. The CCIP replaces subcontractor tier(s) individual policies for all such work. Each subcontractor tier(s) must complete the enrollment process.

b) CMAR shall submit to the Authority and maintain for the duration of this Agreement and any renewal periods, Certificates of Insurance, for coverages and endorsements affecting coverage required by this Agreement within ten (10) calendar days after award execution of this Contract.

c) Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required Certificate of Insurance. Authority requires all acceptable insurance carriers to maintain an A- VII or stronger rating. The adequacy of this insurance supplied by CMAR, including the rating and financial health of each insurance company providing coverage is subject to the approval of the Authority.

d) CMAR shall obtain and maintain for the duration of this Agreement, automobile liability insurance of no less than $1,000,000 combined single limit per occurrence on an "any auto" basis. The Las Vegas Convention and Visitors Authority, its officers, directors, employees and Owner Representative must be expressly covered as additional insureds, excluding architects or design professionals.

e) If the CMAR or subcontractor tiers supplies engineering or similar services, CMAR shall obtain and maintain for the duration of this Agreement, professional liability (errors and/or omissions) insurance with limits of no less than $1,000,000 per claim and $2,000,000 aggregate, insuring against claims for injuries to persons or loss of or damage to property arising out of the services rendered by CMAR, its agents, representatives or employees pursuant to this Agreement. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Authority. CMAR's Professional Liability Insurance policy shall be endorsed to recognize specifically CMAR's contractual liability to Authority. Design professionals are covered by a separate professional liability policy as set forth in a separate agreement.

f) CMAR and Subcontractor may secure, at its own expense, property insurance, which is owned or rented by CMAR and/or Subcontractor used in conjunction with the WORK under the contract awarded pursuant to the Specifications. This insurance shall include, but not be limited to coverage for any tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, temporary structures, form and equipment or personal property owned, rented or used by CMAR and/or Subcontractor used in the performance of the work, including all automobiles.

g) Pollution Liability: Insurance for CMAR covering liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising of the Work or services to be performed

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under this Contract. Coverage shall be provided for both work performed on site as well as during the transport of hazardous materials.

1) Combined Single Limit Per Occurrence $5,000,000

2) Annual Aggregate Limits $5,000,000

h) CMAR's insurance shall be primary in respect to Authority, its officers, employees and Owner Representative. Any other coverage available to Authority, its officers, employees and Owner Representative shall be "in excess" of the insurance required of CMAR.

i) CMAR acknowledges that the insurance requirements specified herein do not relieve CMAR of its responsibility or limit the amount of its liability to Authority or to third parties, in any manner whatsoever and CMAR is encouraged to purchase such additional insurance.

j) If the CMAR's work materially impacts any convention/tradeshow at the Las Vegas Convention Center, and upon request of the Authority, the CMAR shall name the specific convention/tradeshow as an additional insured under its liability insurance policies.

k) CMAR is responsible for and required to remedy all damage or loss to any property, including property of Authority, to the extent they are caused by CMAR, CMAR's subcontractor of any tier or anyone employed, directed or supervised by CMAR.

l) CMAR and its Subcontractors of any tier shall require their respective manufacturers, fabricators, vendors, suppliers, material dealers and others who merely transport, pick-up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from insured Project Sites to maintain insurance as specified above.

m) CMAR's failure to procure or maintain required insurance and to assure all its Subcontractors maintain required insurance during the entire term of the Contract shall constitute a material breach of this Contract under which the AUTHORITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the AUTHORITY's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the CMAR.

n) The CMAR agrees that the AUTHORITY may audit CMAR's or any of its Subcontractor's payroll records, books and records, insurance coverages, insurance cost information, or any other information that CMAR provides to the AUTHORITY to confirm their accuracy.

o) CMAR's failure to procure or maintain required insurance and to assure all its Subcontractors maintain required insurance during the entire term of the Contract shall constitute a material breach of this Contract under which the Authority may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the Authority's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the CMAR. Coverage needs to be in force for the complete term of the Contract. If the insurance expires during the term of the Contract, a new certificate shall be received by the Authority at least 10 days prior to the expiration of this insurance. This new insurance shall meet the terms of the Contract. Insurance policies shall contain a provision that coverage will not be cancelled without 30 days prior written notice to the Authority.

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p) Nothing contained in the Contract shall relieve the CMAR or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

B. AUTHORITY'S LIABILITY INSURANCE:

1. The Authority shall be responsible for purchasing and maintaining the Authority's usual liability insurance.

2. Property Insurance

a) Unless otherwise provided, the Authority shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided herein or until no person or entity other than the Authority has an insurable interest in the property required herein to be covered, whichever is later. This insurance shall include interests of the Authority, the CMAR, Subcontractors and Sub-subcontractors in the Project.

b) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and CMAR's services and expenses required as a result of such insured loss.

c) If the Authority does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Authority shall so inform the CMAR in writing prior to commencement of the Work. The CMAR may then effect insurance that will protect the interests of the CMAR, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Authority. If the CMAR is damaged by the failure or neglect of the Authority to purchase or maintain insurance as described above, without so notifying the CMAR in writing, then the Authority shall bear all reasonable costs properly attributable thereto.

d) If the property insurance requires deductibles, the Authority shall pay costs not covered because of such deductibles.

e) This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

f) Partial occupancy or use in accordance herein shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Authority and the CMAR shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent,

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take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

3. Boiler and Machinery Insurance

   The Authority shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Authority; this insurance shall include interests of the Authority, CMAR, Subcontractors and Sub-subcontractors in the Work, and the Authority and CMAR shall be named insureds.

4. Loss of Use Insurance

   The Authority, at the Authority's option, may purchase and maintain such insurance as will insure the Authority against loss of use of the Authority's property due to fire or other hazards, however caused. The Authority waives all rights of action against the CMAR for loss of use of the Authority's property, including consequential losses due to fire or other hazards however caused.

5. If the CMAR requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Authority shall, if possible, include such insurance, and the cost thereof shall be charged to the CMAR by appropriate Change Order.

6. If during the Project construction period the Authority insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Authority shall waive all rights in accordance with the terms of this Section for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

7. Before an exposure to loss may occur, the Authority shall file with the CMAR a copy of each policy that includes insurance coverages required by this Section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the CMAR.

8. A loss insured under the Authority's property insurance shall be adjusted by the Authority as fiduciary and made payable to the Authority as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The CMAR shall pay Subcontractors their just shares of insurance proceeds received by the CMAR, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

9. If required in writing by a party in interest, the Authority as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Authority's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Authority shall deposit in a separate account proceeds so received, which the Authority shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Authority and CMAR. If after such loss no other special agreement is made and unless the

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Authority terminates the Contract for convenience, replacement of damaged property shall be performed by the CMAR after notification of a Change in the Work in accordance with this section.

10. The Authority as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Authority's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Authority and CMAR as the method of binding dispute resolution in the Agreement. If the Authority and CMAR have selected arbitration as the method of binding dispute resolution, the Authority as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

C. WAIVERS OF SUBROGATION:

The Authority and CMAR waive all rights against: 1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and 2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Authority as fiduciary. The Authority or CMAR, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described herein, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

D. PERFORMANCE BOND AND PAYMENT BONDS:

1. Prior to the Issuance of a Notice to Proceed the CMAR shall furnish to the Authority, prior to the awarding of any Contract, a surety performance and payment bond in favor of the Authority each in the amount of not less than one hundred (100%) of the amount of the Contract, to guarantee faithful performance of Contract and payment of Subcontractors, Suppliers and others, in a form acceptable to the Authority. The Performance Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of two (2) years following completion of the Project unless otherwise required in the Contract Documents. The Bond shall be issued by an admitted surety with a rating classification of "A VIII" or better according to Best's Rating Service.

2. The Authority acknowledges that any Performance and Payments bonds provided by the CMAR shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by the CMAR or its consultants. The Authority hereby waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services.

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E. UNCONTROLLABLE CIRCUMSTANCES:

1. Relief from Obligations:

Except as expressly provided under the terms of this Contract, neither Party to this Contract shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Contract, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Contract but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Contract, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstance.

2. Notice and Mitigation:

The Party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other Party by telephone, email or facsimile, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within three (3) days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder shall be delayed, or otherwise affected; and (3) the action being taken by the Party to mitigate the impact of the Uncontrollable Circumstance. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected Party shall also provide the other Party with a description of: (i) the amount, if any, by which the FIXED PRICE is proposed to be adjusted as a result of such Uncontrollable Circumstance; (ii) any areas where costs might be reduced and the approximate amount of such cost reductions; and (iii) its estimated impact on the other obligations of such Party under this Contract. The affected Party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under this Contract. While the Uncontrollable Circumstance continues, the affected Party shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted. The Party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other Party.

3. Conditions to Performance, Schedule and Fixed Price Relief

To the extent that an Uncontrollable Circumstance materially expands the scope of the CMAR's obligations hereunder, materially interferes with, materially delays or materially increases the cost of the CMAR's performing its obligations hereunder, the CMAR shall be entitled to relief from the performance of its

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obligations hereunder, an extension of schedule or an increase in the Fixed Price, or any combination thereof, which properly reflects the interference with performance, the time lost or the amount of the increased cost, in each case as a result thereof, but only to the minimum extent reasonably forced on the CMAR by the event, and the CMAR shall perform all other Work. The proceeds of any required insurance available to meet any such increased cost, and the payment by the CMAR of any deductible, shall be applied to such purpose prior to any determination of and increase to the Fixed Price under this Section. Any cost reduction achieved through the mitigating measures undertaken by the CMAR pursuant to subsection 2 of this Section upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Fixed Price would have otherwise been increased or shall serve to reduce the Fixed Price to reflect such mitigation measures, as applicable. In the event that the CMAR believes it is entitled to any relief on account of an Uncontrollable Circumstance, it shall furnish the Authority written notice of the specific relief requested and detailing the event giving rise to the claim within seven (7) days after the giving of notice delivered pursuant to subsection 2 of this Section, or if the specific relief cannot reasonably be ascertained and such event detailed within such 7-day period, then within such longer period within which it is reasonably possible to detail the event and ascertain such relief (but in no case more than thirty (30) days). Within seven (7) days after receipt of such a timely submission from the CMAR the Authority shall issue a written determination as to the extent, if any, it concurs with the CMAR claim for performance, price or schedule relief, and the reasons therefore. The CMAR acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section may adversely affect the Authority. To the extent the Authority asserts that any such adverse effect has occurred and that the relief to the CMAR or the additional cost to be borne by the Authority under this subsection should be reduced to account for such adverse effect, the CMAR shall have the affirmative burden of refuting the Authority's assertion. Absent such refutation, the reduction in relief to the CMAR and the reduction in additional cost to the Authority asserted by the Authority in such circumstances shall be effective.

4. Acceptance of Relief Constitutes Release

Either Party's acceptance of any performance, price or schedule relief under this Section shall be construed as a release of the other Party for any and all direct and indirect loss and expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

F. INDEMNIFICATION BY THE CMAR

1. General Indemnity:

a) To the fullest extent permitted by law or regulation, neither the Authority, nor any officer, employee or agent of the Authority, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the CMAR, or the CMAR's employees or agents, against all of which injuries or damages the CMAR must properly guard. To the fullest extent permitted by laws or regulation, the CMAR shall indemnify, defend, and hold harmless the Authority, their consultants (excluding the architect and design professionals), sub-consultants, and the officers, directors, employees and agents of each and any of them, against and from all suits, actions or claims and liability

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arising under, by reason of, related, or incidental to the willful misconduct or any negligent performance of the Work, but not from the sole negligence or willful misconduct of the Authority. Such indemnification by the CMAR shall include, but not be limited to, the following:

b) Liability or claims for bodily injury or property damage resulting directly or indirectly from the negligence or carelessness of the CMAR, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CMAR, its employees, or agents;

c) Liability or claims resulting directly or indirectly from the negligence or carelessness of the CMAR arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CMAR's, Subcontractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought by or on behalf of such employees against the Authority and/or the Owner Representative;

d) Liability or claims for bodily injury or property damage arising directly or indirectly from or based on the violation of any law or regulations (but not design) by the CMAR, its employees, or agents;

e) Liability or claims for bodily injury or property damage arising directly or indirectly from the use or manufacture by the CMAR, its subcontractors or sub-consultants, or their employees, or agents in the performance of this Agreement of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement or the contract documents;

f) Liability or claims for bodily injury or property damage arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Authority and/or Owner Representative or any other parties by the CMAR, its subcontractors or subconsultants, or their employees, or agents;

g) Liability or claims for bodily injury or property damage arising directly or indirectly from the willful misconduct of the CMAR, its subcontractors or subconsultants, or their employees, or agents;

h) Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CMAR;

i) Liability or claims for bodily injury or property damage arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CMAR, Subcontractors, Subconsultants, Suppliers, or any of their employees or Agents excluding pre-existing hazardous materials; and

j) Liability or claims for bodily injury or property damage arising directly, or indirectly, out of any action, legal or equitable, brought against the Authority, the Owner Representative, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CMAR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or areas contiguous thereto or its performance of the Work thereon.

2. Liability for Costs to Enforce:

The CMAR shall reimburse the Authority for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs including all costs of appeals) incurred by said Authority in enforcing the provisions herein, or in defense of such actions. In

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addition to any remedy authorized by law, moneys due the CMAR under the Contract, as considered necessary by the Authority, may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the Authority from enforcing any right of offset the Authority may have to any such moneys.

3. Indemnification Obligation:

The indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of insurance carried by CMAR or by the amount or type of damages, compensation, or benefits payable by or for the CMAR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4. No Personal Liability:

No officer or employee of the Authority or the Authority's Owner Representative will be personally responsible for liabilities arising under this Contract.

G. HAZARDOUS MATERIALS:

1. If reasonable precautions will be inadequate to prevent foreseeable bodily injury of death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCXB), encountered on the site by the CMAR, the CMAR shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Authority and architect in writing.

2. The Authority shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CMAR and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contact Documents, the Authority shall furnish in writing to the CMAR and Architect the names and qualifications of person or entities who are to perform test verifying the presence or absence of such material or substance or who are to perform the task of removal or stage containment of such material or substance. The CMAR and the Architect will promptly reply to the Authority in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Authority. If either the CMAR or Architect has an objection to a person or entity proposed by the Authority, the Authority shall propose another to whom the CMAR and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Authority and CMAR. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contract's reasonable additional costs of shut-down, delay and star-up, which adjustments shall be accomplished as provided in the Article pertaining to changes in the Work.

3. If the CMAR is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Authority shall indemnify the CMAR for all cost and expenses thereby incurred.

4. In the event the CMAR identifies activities or conditions during performance of the work or at the Project, which, in the CMAR's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the CMAR shall have the right to immediately take steps to protect its personnel and subcontracts and stop Work and remove its personnel form the affected are. However, it is understood that the CMAR shall not be deemed to have

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assumed any obligation to identify such risks. In taking action as provided under this paragraph, the CMAR shall be entitled to an increase in the Contract Time and an equitable adjustment to the Contract Price for any additional costs and/or time lost as a consequence thereof.

XIII. MISCELLANEOUS PROVISIONS

A. PROPERTY RIGHTS:

1. Protection from Infringement:

The CMAR shall pay all royalties and license fees in connection with the Work specified in the Contract Documents, if and only if, provided by CMAR. The CMAR shall protect, indemnify, defend and hold harmless the Authority, and any of the Authority Indemnitees, in the manner provided herein, from and against any and all loss and expense arising out of or related to the infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to, or for the Work, or at its option, shall acquire the rights of use under infringed patents, or modify or replace infringing equipment with equipment equivalent in quality, performance, useful life and technical characteristics and development so that such equipment does not so infringe. The provisions of this Section shall survive termination of this Contract. The CMAR shall not use the Authority's intellectual property without specific written consent. The above applies if, and only if, specified by CMAR and not if specified, supplied, authorized or directed by others.

2. Intellectual Property Developed by the CMAR:

All intellectual property developed by the CMAR at or through the use of the Project or otherwise in connection with the performance of the Work shall be owned by the CMAR subject to the terms and conditions of this Section, and is hereby licensed to the Authority on a non-exclusive cost free, perpetual basis for use by the Authority and any successor operator of the Project (but, with respect to any successor operator, only in connection with the operation of the Project). Such intellectual property shall include technology, inventions, innovations, processes, know-how, formulas and software, whether protected as proprietary information, trade secrets, or patents. The Authority shall have an irrevocable, perpetual and unrestricted right to use such intellectual property for any Authority purpose, whether before or following the termination of this Contract. The Authority's use of any such intellectual property for any purpose other than this Project shall be at its own risk and the CMAR shall have no liability therefore.

B. SUPPLIES AND MATERIALS:

1. Title to Supplies and Materials

a) No materials, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or Supplier. CMAR hereby warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to Authority free from any claims, liens, encumbrances, or charges and further agrees that neither the CMAR nor any other person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall have any right to a lien upon the premises or any improvement or

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appurtenance thereon, provided that this shall not preclude CMAR from installing metering devices or other equipment of utility companies, the title of which is commonly retained by the utility company. Nothing contained in this Article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by CMAR for their protection or any right under any law permitting such persons to look to funds due CMAR in the hands of Authority. The provisions of this Article shall be inserted in all subcontracts and materials contracts, and notices of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

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

c) The CMAR shall submit all proposals for substitution of any material and equipment within 30 days after Fixed Price and Fixed Price Adjustment Change Order.

2. Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Project and covered by any Application for Payment, whether incorporated in the Project or not, shall pass to the Authority no later than the time of payment therefor, free and clear of all liens. The CMAR shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Final Completion has occurred, regardless of the extent to which the loss was insured or the availability of insurance proceeds.

C. ASSIGNMENT:

The CMAR shall not assign, transfer, convey, lease, encumber or otherwise dispose of this Contract, its right to execute the same, or its right, title or interest in all or any part of this Contract or any monies due hereunder whatsoever prior to their payment to the CMAR, whether legally or equitably, by power of attorney or otherwise, without the prior written consent of the Authority. Any such approval given in one instance shall not relieve the CMAR of its obligation to obtain the prior written approval of the Authority to any further assignment. Any such assignment of this Contract which is approved by the Authority, shall require the assignee of the CMAR to assume the performance of and observe all obligations, representations and warranties of the CMAR under this Contract which shall remain in full force and effect during this Contract. The approval of any assignment, transfer or conveyance shall not operate to release the CMAR in any way from any of its obligations under this Contract unless such approval specifically provides otherwise.

D. UTILITY CONNECTIONS:

CMAR shall have the sole responsibility for connecting into existing plumbing lines, sanitary and storm sewer lines, electrical lines, and other utilities to be utilized in connection with the completion of the improvements covered by this Contract. Upon completion, all such utilities shall be connected by CMAR and in all respects (or as required by the local provider), such utilities shall be functioning and in good working order, provided, CMAR

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shall not be required to pay connection fees or deposits routinely assessed by utility companies in connection with the providing of permanent utility services.

E. ARCHITECTURAL AND ENGINEERING DIMENSIONS:

Dimensions shall be confirmed by CMAR for consistency and accuracy prior to the Project layout or ordering of any material and prior to the installation thereof. CMAR shall immediately inform Authority and/or the Owner Representative of any defects, suspected defects, and/or inconsistencies in the Drawings and Specifications discovered by CMAR or of which CMAR has actual notice.

F. CMAR WARRANTS AND REPRESENTS:

CMAR warrants and represents to Authority that CMAR is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Contract; that CMAR is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the Work contemplated by the Contract, that the CMAR is qualified to do the work herein and is authorized to do business in the state in which the project is located; and that the CMAR holds a license, permit or other special license to perform the Work, as required by law.

G. TIME IS OF THE ESSENCE OF THE CONTRACT DOCUMENTS:

CMAR acknowledges and agrees that it has reviewed and negotiated the various time limits or periods set forth in the Contract Documents and that any changes in such time limits or periods made in accordance with the terms of the Contract Documents will be similarly reviewed and negotiated by it.

H. AUTHORITY'S LENDER:

CMAR acknowledges that Authority may be financing the Work with a loan from a lender (the "Authority's lender" or "Lender"). In order to perform under the Contract Documents, Authority may be required to comply with certain terms and conditions embodied in the Lender's construction loan agreement and related documents. CMAR agrees to comply with the requirements of the Lender that bear upon the performance of the Work and to make such reasonably commercially and mutually agreeable amendments to the Contract Documents as may be necessary to document such compliance. CMAR shall also:

1. Make the site of the Work available at reasonable times for inspection by the Authority's lender and its respective representatives;
2. Consent to and execute all documents reasonably requested by the Authority in connection with this Agreement and the Drawings and Specifications to the Authority's Lender for collateral purposes; and
3. Promptly furnish Authority and/or the Owner Representative with information, documents, and materials that Authority and/or the Owner Representative may reasonably request from time to time in order to comply with the requirements of the Lender.

I. SUSPENSION OF WORK:

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The Authority reserves the right to suspend the Work at any time or from time to time at the Authority's sole discretion, upon giving the CMAR forty-eight (48) hours advance written notice thereof. If the Authority exercises this right and then resumes the Work covered hereby, to the extent said suspension lasts longer than twenty-four (24) hours, CMAR shall be entitled upon timely claim to a Change Order increasing the Fixed Price by the amount of the reasonable actual Costs incurred by CMAR in connection with the suspension and resumption of the Work, as well as an extension in the time for performance of the Work to the extent CMAR is delayed by the Authority's suspension.

J. COMPLIANCE WITH MATERIAL AGREEMENTS:

The CMAR shall comply with its obligations under the agreements of the CMAR which are material to the performance of its obligations under this Contract. The Authority shall comply with its obligations under agreements of the Authority which are material to the performance of its obligations hereunder.

K. BINDING EFFECT:

This Contract shall inure to the benefit of and shall be binding upon the Authority and the CMAR and any assignee acquiring an interest hereunder consistent with Section XII(C).

L. AMENDMENT AND WAIVER:

This Contract may not be amended except by a written agreement signed by the parties. Any of the terms, covenants and conditions of this contract may be waived at any time by the party entitled to the benefit of such term, covenant or condition only if such waiver is in writing and executed by the party against whom such waiver asserted.

M. NOTICES:

1. Procedure:

All notices, consents, approvals or written communications given pursuant to the terms of this Contract shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by facsimile transmission, if a signed original is deposited in the United States Mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each Party. Either Party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

2. Authority Notice Address:

Notices required to be given to the Authority shall be addressed as follows:

a) TO AUTHORITY:

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

3150 PARADISE ROAD

LAS VEGAS, NEVADA 89109

ATTENTION: CONTRACTS ADMINISTRATION

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PHONE: (702) 892-2950

FAX: (702) 892-2956

E-mail: CONTRACTSADMIN@LVCVA.COM

b) TO OWNER REPRESENTATIVE:

CORDELL CORPORATION

101 CONVENTION CENTER DRIVE

SUITE 1001

LAS VEGAS, NEVADA 89109

ATTENTION: TERRY MILLER

PHONE: (702) 892-2881

FAX: (702) 909-4995

E-mail: TMILLER@CORDELLNV.COM

3. CMAR Notice Address:

Notices required to be given to the CMAR shall be addressed as follows:

TO CMAR

Company_____

Attn: _____

Address_____

Address_____

Email: _____

Phone No.: _____

Facsimile No.:_____

N. NOTICE OF LITIGATION:

In the event the CMAR or Authority receives notice of or undertakes the defense or the prosecution of any legal proceedings, claims, or investigations in connection with the Project, the Party receiving such notice or undertaking such defense or prosecution shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings. For purposes of this Section only, "timely notice" shall be deemed given if the receiving Party has a reasonable opportunity to provide objections or comments or to proffer to assume the defense or prosecution of the matter in question, given the deadlines for response established by the relevant rules of procedure.

O. FURTHER ASSURANCES:

The Authority and CMAR each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Contract. The Authority and the CMAR, in order to carry out this Contract, each shall use all commercially reasonable efforts to provide such information, execute such further instruments and documents and take such actions as may be reasonably

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requested by the other and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

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APPENDIX A
CONTRACT DELIVERABLES
CONSTRUCTION SEQUENCE ____ (A/B/C/D or E)
(TO BE FINALIZED WITH EACH CONSTRUCTION SEQUENCE FIXED PRICE)

The following are identified deliverables included in the Contract but not limited to and shall be fully developed during the Pre-Construction:

GC Section	Action	Submitted To
XII, D	Within 15 days of Notice of Award CMAR to submit executed contract documents, payment and performance bonds, and insurance in accordance with the Contract.	Owner Representative
VII, B, 2	In compliance with NAC 616.505, before commencing construction, CMAR shall give written notice to the Chief of the Nevada Occupational Safety and Health Enforcement section (OSHES) which sets forth the height, square footage, type of construction, total cost of construction, and location of the Project.	OSHES and Owner Representative
VII, F, 2	CMAR shall not commence construction on the Project Site or physical construction of the Project unless and until CMAR has held a pre-construction conference with Authority to review construction issues and required Permits have been obtained.	Owner Representative
VII, B, 4	CMAR shall not commence construction on the Project Site or physical construction of the Project unless and until CMAR has prepared and submitted an acceptable Site Safety Plan.	Owner Representative
VII, B, 5	CMAR shall not commence construction on the Project Site or physical construction of the Project unless and until CMAR has prepared and submitted acceptable MSDS Sheets.	Owner Representative
VII, B, 6	CMAR shall not commence construction on the Project Site or physical construction of the Project unless and until CMAR has prepared and submitted an acceptable Quality Control Plan.	Owner Representative
VII, G, 4, f	Within 30 days of Notice of Award and prior to any physical construction on the site CMAR shall submit its Baseline Schedule.	Owner Representative
VII, E, 1, c	CMAR shall not commence construction on the Project Site or physical construction of the Project unless and until CMAR has submitted its Schedule of Values.	Owner Representative
VII, F, 8	CMAR shall not commence construction on the Project Site or physical construction of the Project unless and until CMAR has held a pre-jurisdictional conference	Owner Representative
VII, D, 1	Maintain at the Project Site approved design submittals and construction documents, including a complete set of as-built drawings. As-builts must be kept up to date on a bi-weekly basis as a minimum. Documents shall be maintained in both paper and electronic versions.	Owner Representative, upon request
VII, E, 3, g	Provide advance notice of any welding or cutting activities so a hot works permit can be issued.	Owner Representative
VII, R, 1	Provide all drawings, shop drawings, blue prints, service and installation manuals upon completion and acceptance inspection by the Authority.	Owner Representative

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V, A, 2, c	Maintain a daily status log of the Work during construction and submit the following day by 09:00.	Owner Representative
VII, K, 6	Attend weekly progress meetings as coordinated by Owner Representative.	Owner Representative
V, A, 3, b	10 days after NTP and before the start of any construction, CMAR shall provide a list of Key Personnel.	Owner Representative
VII, E, 1, d	CMAR shall prepare and submit for Authority's and Owner Representative information, a guaranteed progress schedule for the Work updated weekly.	Owner Representative
XIII, B, 1,c	The CMAR shall submit all proposals for substitution of any material and equipment within 30 Days after preliminary GMP and Final GMP.	Owner Representative
VII, B, 2, c	In compliance with NRS 338.013(3), the CMAR shall report to the Labor Commissioner the name and address of each Subcontractor within 10 Days after the Subcontractor commences work on the Contract.	Labor Commission
VII, B, 2, f	In accordance with NRS 338.020, the CMAR shall post the hourly rates of wages in a place generally visible to the workman.	CMAR
VII, K, 4, b	CMAR and each Subcontractor are required to submit a copy of the certified payroll record for each calendar month to Authority no later than 15 calendar days after the end of the month.	Owner Representative
VII, G, 3, i	CMAR shall conduct a monthly safety meeting with all on-Site Subcontractors, supervisors and Authority to discuss general and specific safety matters and keep a log of such safety meetings to provide upon request.	Owner Representative
VII, G, 3, i	CMAR shall conduct weekly safety or "tool box" meetings with employees of CMAR and Subcontractors and keep a log of such weekly safety meetings to provide upon request.	Owner Representative
VII, K, 6	During the Construction Period, CMAR and Authority shall conduct regular meetings to discuss the status of the Project. Meeting minutes shall be drafted by CMAR and submitted to Authority for review and approval within fortyeight (48) hours of meeting. No meeting minutes shall be distributed by CMAR prior to receipt of approval by Authority.	Owner Representative
VII, A, 5, b	CMAR shall submit for approval by Authority a sample three ring binder for Operations and Maintenance procedures no later than NTP plus ninety (90) Days.	Owner Representative
Appendix E VI, A	Once each month, on or before a mutually agreeable date, CMAR shall prepare and submit to Authority an Application for Payment for the total for the actual work performed since the preceding pay period accompanied by certified payroll.	Owner Representative
Appendix E VI, A	Prior to Authority processing the pay estimate, the CMAR shall submit a copy of their certified payroll report for each calendar month.	Owner Representative
VII, K, 5	CMAR shall give notice in its progress report of its upcoming schedule with respect to the covering and completion of any Work. Notice shall be within a reasonable time period (at	Owner Representative

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	least five (5) days) before such covering and completion.	
VII, O, 6	CMAR shall provide a commissioning plan and schedule for all systems and subsystems for review to Authority. CMAR shall give notice in its weekly report of its upcoming schedule with respect to the pre-commissioning and commissioning activities. Notice shall be within a reasonable time period (at least five (5) days) before such activities start.	Owner Representative
VII, O	When CMAR considers the entire Work ready for its intended use, CMAR shall notify Authority in writing that the entire Work is substantially complete (except for items specifically listed by CMAR on the Punch List as incomplete) and request that Authority issue a certificate of Substantial Completion.	Owner Representative
VII, P	When CMAR considers agreed upon areas of Work ready for its intended use, CMAR shall notify Authority in writing that Work is substantially complete in these areas (except for items specifically listed by CMAR on the Punch List as incomplete) and request Authority's approval to submit for Temporary Certificate of Occupancy TCO from Issuing governmental agencies.	Owner Representative
VII, Q	When CMAR considers the entire Work complete and ready for its intended use, CMAR shall notify Authority in writing that the entire Work is complete and request that Authority issue a certificate of Final Completion.	Owner Representative

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APPENDIX B
PREVAILING WAGES
CONSTRUCTION SEQUENCE ____(A/B/C/D OR E)
(TO BE FINALIZED WITH FIXED PRICE PER EACH CONSTRUCTION SEQUENCE)

BRIAN SANDOVAL
GOVERNOR

C. J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER

STATE OF NEVADA

OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409
OFFICE OF THE LABOR COMMISSIONER

2019 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2018

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $250,000
BID/AWARDED OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019*

"Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
SOIL TESTER (CERTIFIED) SOILS AND MATERIALS TESTER

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Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

a) The basic hourly rate of pay; and
b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.030 (2)(d)

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

(1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and

(2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

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PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	NSHE/SCHOOL DISTRICT RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN			Union
Air Balance Technician-Journeyman	73.56	66.20	
Air Balance Technician-Foreman	78.11	70.30	
Air Balance Technician-General Foreman	82.66	74.39	

AIR BALANCE TECHNICIAN JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	$0.00
Zone 2-31 to 50 miles	$2.50
Zone 3-51 to 100 miles	$3.50 (including Laughlin)
Zone 4-over 100 miles	$5.00

ALARM INSTALLER			Union
Alarm Installer	64.47	58.02	
Alarm Installer Foreman	69.58	62.63	
Alarm Installer General Foreman			

ALARM INSTALLER JOB DESCRIPTION

BOILERMAKER			Union
Boilermaker	65.94	59.35	

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER			Union
Bricklayer-Journeyman	53.83	48.45	

BRICKLAYER JOB DESCRIPTION

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$2.50
51-70 Miles	$5.00
Over 70 Miles	$7.50

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The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

CARPENTER			Union
Carpenter-Journeyman	60.91	54.82	
Carpenter-Welder	61.91	55.72	
Carpenter-Foreman	64.81	58.33	
Carpenter-General Foreman	69.10	62.19	

CARPENTER JOB DESCRIPTION

ADD ZONE RATE
In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 40 miles	$0.00
Zone 2-40 to 60 miles	$2.50
Zone 3-Over 60 miles	$4.25
Colorado River Region	$2.00

CEMENT MASON			Union
Cement Mason-Journeyman	55.58	50.02	
Cement Mason-Foreman	59.57	53.61	
Cement Mason-General Foreman	61.57	55.41	

CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	$0.00
Zone over 50 miles	$4.00

ELECTRICIAN- COMMUNICATION TECHNICIAN			Union
Installer/Technician	46.07	41.46	
Senior Installer/Technician	64.47	58.03	
Installer/Technician Foreman	69.59	62.63	
Installer/Technician General Foreman	74.70	67.23	

ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1- 0 to 25 miles	$0.00
Zone 2- 26 to 55 miles	$2.50
Zone 3-56 miles and over	$3.50

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ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR			Union
Groundman	42.28	38.05	
Lineman	64.02	57.62	
Foreman	70.19	63.17	
General Foreman	76.56	68.90	
Heavy Equipment Operator	52.19	46.97	

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ELECTRICIAN-NEON SIGN			Union
Journeyman	52.31	47.08	
Foreman	54.31	48.88	

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN-WIREMAN			Union
Wireman-Journeyman	64.83	58.35	
Wireman-Cable Splicer	65.35	58.81	
Wireman-Foreman	69.99	62.99	
Wireman-General Foreman	75.14	67.63	

ELECTRICIAN WIREMAN JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 25 miles	$0.00
Zone 2-26 to 55 miles	$2.50
Zone 3-over 55 miles	$3.50

ELEVATOR CONSTRUCTOR			Union
Elevator Constructor-Journeyman Mechanic	73.13	65.82	
Elevator Constructor-Mechanic In Charge	80.54	72.49	

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;

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3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

FENCE ERECTOR			Non union
Fence Erector	19.90	17.91	

FENCE ERECTOR
Includes but is not limited to:
1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAGPERSON			Union
Flagperson	53.09	47.78	

FLAG PERSON, includes but is not limited to:
1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

ADD ZONE RATE
In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area

FLOOR COVERER			Union
Floor Coverer-Journeyman	49.72	44.75	
Floor Coverer-Foreman	53.15	47.84	

FLOOR COVERER JOB DESCRIPTION

GLAZIER			Union
Glazier-Journeyman	73.67	66.30	
Glazier-Foreman	78.24	70.42	

GLAZIER JOB DESCRIPTION

HIGHWAY STRIPER			Union
Highway Striper	54.59	49.13	

HIGHWAY STRIPER, includes but is not limited to:
1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

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In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

HOD CARRIER-BRICK MASON TENDER			Union
Brick Mason	54.90	49.41	

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

HOD CARRIER-PLASTERER TENDER			Union
Plasterer Tender-Journeyman	55.99	50.39	
Plasterer Tender-Foreman	58.99	53.09	
Plasterer Tender-General Foreman	61.99	55.79	

HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

IRON WORKER			Union
Ironworker-Journeyman	69.05	62.15	
Ironworker-Foreman	72.85	65.57	
Ironworker-General Foreman			

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IRON WORKER JOB DESCRIPTION			
LABORER			
SEE GROUP CLASSIFICATIONS			Union
Group 1	54.59	49.13	
Group 2	54.80	49.32	
Group 3	54.90	49.41	
Group 4	54.99	49.49	
Group 5	55.09	49.58	
Group 6A	56.33	50.70	
Group 6B	55.83	50.25	
Group 6C	55.58	50.02	
Group 6D	56.19	50.57	
Group 6E	55.83	50.25	
Group 7	54.90	49.41	
Foreman $3.00 above highest paid journeyman supervised.			
General Foreman $3.00 above highest paid foreman supervised.			
LABORER JOB DESCRIPTION ADD LABORER ZONE RATE In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada: Zone 1-0 to 50 Miles $0.00 Zone 2-50 Miles and Over $3.75 including Laughlin area.			
MECHANICAL INSULATOR			Union
Mechanical Insulator-Journeyman	63.73	57.36	
Mechanical Insulator-Foreman	67.01	60.31	
Mechanical Insulator-General Foreman	70.29	63.26	
MECHANICAL INSULATOR JOB DESCRIPTION ADD ZONE RATE In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road miles figured from Clark County Courthouse: Zone 1-20-45 miles- $3.75 Zone 2-45-75 miles- $5.00 Zone 3-75-150 miles- $7.50 Zone 4-150 miles and over- $8.75			
MILLWRIGHT	See Amendment 5		Union
Millwright-Journeyman	61.91	55.72	
Millwright-Welder	62.91	56.62	

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Millwright-Foreman	65.64	59.08	
Millwright-General Foreman	69.75	62.78	

MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE
In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 14 miles	$0.00
Zone 2-15 to 35 miles	$1.50
Zone 3-35 miles and over	$3.25

OPERATING ENGINEER			Union
SEE GROUP CLASSIFICATIONS			
Group 1	71.24	64.12	
Group 2	72.19	64.97	
Group 3	72.48	65.23	
Group 4	73.97	66.57	
Group 5	75.07	67.56	
Group 6	74.19	66.77	
Group 7	75.29	67.76	
Group 8	74.30	66.87	
Group 9	75.40	67.86	
Group 10	74.42	66.98	
Group 11	75.52	67.97	
Group 12	74.59	67.13	
Group 13	74.69	67.22	
Group 14	74.72	67.25	
Group 15	74.80	67.32	
Group 16	74.92	67.43	
Group 17	75.09	67.58	
Group 18	75.19	67.67	
Group 19	75.30	67.77	
Group 20	75.42	67.88	
Group 21	75.59	68.03	
Group 22	75.69	68.12	
Group 23	75.80	68.22	
Group 24	75.92	68.33	
Group 25	76.09	68.48	
Add $.50 per hour for "Special" Shift			
Add $1.00 per hour for "Multiple" Shift			

OPERATING ENGINEER, includes but is not limited to:

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Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT			Union
SEE GROUP CLASSIFICATIONS			
Group 1			
Engineer Oiler	74.92	67.43	
Forklift Operator	73.83	66.45	
Group 2			
Truck Crane Oiler	73.97	66.57	
Group 3			
A-Frame or Winch Truck Operator	73.97	66.57	
Ross Carrier Operator (Jobsite)	73.97	66.57	
Group 4			
Bridge-Type Unloader and Turntable Operator	73.97	66.57	
Helicopter Hoist Operator	73.97	66.57	
Group 5			
Hydraulic Boom Truck (Pitman)	74.19	66.77	
Stinger Crane (Austin-Western or Similar Type)	74.19	66.77	
Tugger Hoist Operator (1 Drum)	74.19	66.77	
Group 6			
Bridge Crane Operator	74.30	66.87	
Cretor Crane Operator	74.30	66.87	
Hoist Operator (Chicago Boom and Similar Type)	74.30	66.87	
Lift Mobile Operator	74.30	66.87	
Lift Slab Machine Operator (Vagtborg and Similar Types)	74.30	66.87	
Material Hoist/Manlift Operator	74.30	66.87	
Polar Gantry Crane Operator	74.30	66.87	

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Self Climbing Scaffold (or Similar Type)	74.30	66.87	
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	74.30	66.87	
Silent Piler	74.30	66.87	
Tugger Hoist Operator (2 Drum)	74.30	66.87	
Group 7			
Pedestal Crane Operator	74.42	66.98	
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	74.42	66.98	
Tower Crane Repairman	74.42	66.98	
Tugger Hoist Operator (3 Drum)	74.42	66.98	
Group 8			
Crane Operator (up to and including 25 ton capacity)	76.39	68.75	
Crawler Transporter Operator	74.59	67.13	
Derrick Barge Operator (up to and including 25 ton capacity)	74.59	67.13	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	74.59	67.13	
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	74.59	67.13	
Group 9			
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	76.39	68.75	
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	74.76	67.28	
Highline Cableway Operator	74.76	67.28	
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	74.76	67.28	
K-Crane	74.76	67.28	
Polar Crane Operator	74.76	67.28	
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	74.76	67.28	
Group 10			

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Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	77.81	70.03	
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	75.76	68.18	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	75.76	68.18	
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	77.81	70.03	
Group 11			
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	78.31	70.48	
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	76.76	69.08	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over100 tons, up to and including 200 tons M.R.C.)	76.76	69.08	
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	78.31	70.48	
Tower Crane Operator and Tower Gantry	78.76	70.88	
Group 12			
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	80.95	72.86	
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	77.76	69.98	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	77.76	69.98	
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	80.95	72.86	
Group 13			
Crane Operator (over 300 tons)	81.32	73.19	
Derrick Barge Operator (over 300 tons)	77.76	69.98	
Helicopter Pilot	77.76	69.98	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	77.76	69.98	

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Mobile Tower Crane Operator (over 300 tons)	81.32	73.19	
Add $ .50 per hour for "Special" Shift			
Add $1.00 per hour for "Multiple" Shift			

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: CRANES, PILEDRIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

OPERATING ENGINEER-SURVEYOR			Union
SEE GROUP CLASSIFICATIONS			
Group 1	73.16	65.84	
Group 2	73.97	66.57	
Group 3	74.19	66.77	
Group 4	74.47	67.02	
Group 5	74.59	67.13	
Group 6	74.69	67.22	
Group 7	74.72	67.25	
Group 8	75.09	67.58	
Group 9	75.22	67.70	
Group 10	75.72	68.15	

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

OPERATING ENGINEER –TUNNEL			Union

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SEE GROUP CLASSIFICATIONS			
Group 1	73.09	65.78	
Group 2	74.04	66.64	
Group 3	74.33	66.90	
Group 4	74.47	67.02	
Group 5	74.69	67.22	
Group 6	74.80	67.32	
Group 7	74.92	67.43	
Group 8	75.09	67.58	
Group 9	75.22	67.70	

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

PAINTER			Union
Painter-Journeyman	56.42	50.78	
Painter-Foreman	59.89	53.91	

PAINTER JOB DESCRIPTION

PILEDRIVER			Union
Driverman, Rigman, Bridge and Dock Carpenter	55.46	49.91	
Certified Welder	56.46	50.81	
Piledriver-Foreman	59.19	53.27	
Diver-Diving (wet pay)	102.25	92.03	
Stand-By Diver	60.19	54.17	
Tender	59.19	53.27	

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

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PLASTERER			Union
Plasterer-Journeyman	54.06	48.65	
Plasterer-Foreman	57.90	52.11	
Plasterer-General Foreman	59.82	53.84	

PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 miles $0.00
Zone over 50 miles $4.00

PLUMBER/PIPEFITTER			Union
Plumber/Pipefitter-Journeyman	66.98	60.28	
Plumber-Foreman	71.45	64.30	
Plumber-General Foreman	75.91	68.32	

PLUMBER, includes but is not limited to:
Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

a. Repairing and maintaining plumbing by replacing defective washers, repairing ormending broken pipes, and opening clogged drains;
b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

ADD ZONE RATE
In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:
Zone 1-0-20 miles $ 0.00
Zone 2-21-45 miles $3.75
Zone 3-46-75 miles $7.50
Zone 4-76 miles and over $11.25

REFRIGERATION			Union
Refrigeration-Journeyman	66.98	60.28	
Refrigeration-Foreman	71.45	64.30	
Refrigeration-General Foreman	75.91	68.32	

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;

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3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER			Union
(Does not include sheet metal roofs)			
Roofer-Journeyman	37.15	33.44	
Roofer-Foreman	42.70	38.43	

ROOFER
Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER			Union
Sheet Metal-Journeyman	73.56	66.20	
Sheet Metal-Foreman	78.11	70.30	
Sheet Metal-General Foreman	82.66	74.39	

SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	$0.00
Zone 2-31 to 50 miles	$2.50
Zone 3-51 to 100 miles	$3.50 (including Laughlin)
Zone 4-over 100 miles	$5.00

SPRINKLER FITTER			Union
Sprinkler Fitter-Journeyman	59.57	53.61	
Sprinkler Fitter-Foreman	62.32	56.09	
Sprinkler Fitter-General Foreman	64.57	58.11	

SPRINKLER FITTER
Includes but is not limited to:

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Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.			
TAPER			
Taper	56.42	50.78	
TAPER JOB DESCRIPTION			
TILE SETTER/TERRAZZO WORKER/MARBLE MASON			Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	40.62	36.56	
Tile Setter	54.68	49.21	
Terrazzo Worker/Marble Mason	57.31	51.58	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION ADD ZONE RATE In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada: 0-40 Miles $0.00 41-50 Miles $3.75 51-70 Miles $5.00 Over 71 Miles $10.00			
TRAFFIC BARRIER ERECTOR			Union
Traffic Barrier Erector	54.59	49.13	
TRAFFIC BARRIER ERECTOR, includes but is not limited to: Erects or places instruments to provide directional assistance to traffic on or near the public works construction project. In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada: Zone 1-0 to 50 Miles $0.00 Zone 2-50 Miles and Over $3.75 including Laughlin area.			
TRUCK DRIVER			
SEE GROUP CLASSIFICATIONS			Union
Group 1	56.02	50.42	
Group 2	56.12	50.51	
Group 3	56.33	50.70	
Group 4	56.51	50.86	
Group 5	56.66	50.99	
Group 6	57.01	51.31	

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Foreman $1.00 above highest paid journeyman supervised.			

TRUCK DRIVER, includes but is not limited to:
Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.
(Also, see descriptions listed with Truck Driver rates, if any)

ADD ZONE RATE
In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-0 to 20 miles	$0.00
Zone 2-20 to 40 miles	$1.50
Zone 3-40 to 60 miles	$2.50
Zone 4-Over 60 miles	$3.50

WELL DRILLER			Non Union
Well Driller	71.79	64.61	

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

In addition to: Well Driller rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

EQUIPMENT GREASER (RACK)			Union
Equipment Greaser (rack)	72.48	65.23	

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

EQUIPMENT GREASER (GREASE TRUCK)			Union
Equipment Greaser (grease truck)	75.07	67.56	

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ADD ZONE RATE
In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 20 miles $0.00
Zone 2-21 to 40 miles $2.00
Zone 3-41 to 60 miles $3.00
Zone 4-over 60 miles $3.50

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)			Union
Equipment Greaser (grease truck/multi-shift)	73.97	66.57	

ADD ZONE RATE

In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 20 miles $0.00
Zone 2-21 to 40 miles $2.00
Zone 3-41 to 60 miles $3.00
Zone 4-over 60 miles $3.50

TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)			Union
Tunnel, Equipment Greaser (grease truck)	74.69	67.22	

ADD ZONE RATE
In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 20 miles $0.00
Zone 2-21 to 40 miles $2.00
Zone 3-41 to 60 miles $3.00
Zone 4-over 60 miles $3.50

FIELD SOILS AND MATERIAL TESTER	See Amendment 3		Union
Field Soils and Material Tester	72.19	64.97	

ADD ZONE RATE
In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 20 miles $0.00
Zone 2-21 to 40 miles $2.00
Zone 3-41 to 60 miles $3.00
Zone 4-over 60 miles $3.50

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	See Amendment 3		Union
Field Asphaltic Concrete (soils and material tester)	72.19	64.97	

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ADD ZONE RATE
In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	$0.00
Zone 2-21 to 40 miles	$2.00
Zone 3-41 to 60 miles	$3.00
Zone 4-over 60 miles	$3.50

GROUP CLASSIFICATIONS

LABORER

Group 1

Construction Clean-Up
Dry packing of concrete & filling of form bolt holes
File grader, highway & street paving, airport runways & similar type heavy construction
Gas & oil pipeline laborer
Guinea chaser
Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
Laborer, packing rod steel & pans
Laborer, temporary water lines (portable type)
Landscape gardener
Nurseryman
Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
Underground laborer, including caisson bellowers
Scaffold Erector (under 14 ft.)
Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
Materials Handler – (incidental to trade)
Tool Crib
Light Crib
Light Tool Repairman
Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
Mechanical Stabilized Earth Wall
Construction Clean Up
Certified Firewatch

Group 2

Asphalt raker, ironer, spreader, luteman
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints

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Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3
Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
Cement dumper (on one yard or larger mixers and handling bulk cement
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4
Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzleman)
Steel header-board man

Group 5
Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6
Miner and Bullgang

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Group 7
Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1
Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

Group 2
Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3
Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4
Asphalt Plant Fireman

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Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super
Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5
No current classification

Group 6
Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100
Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator

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Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Welder - General

Group 7
Welder - General (Multi-Shift)

Group 8
Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Gunite Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

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Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9
Heavy Duty Repairman (Multi-Shift)

Group 10
Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11
Dynamic Compactor LDC350 (or similar types)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

Group 12
Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth

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of 175' maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine,
Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

Group 13
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14
Canal Liner Operator (not less than four (4) employees -
Operator, Oiler, Welder, Mechanic, Grade Checker required)
Canal Trimmer Operator
Remote Controlled Earth Moving Equipment Operator (no one (1)
Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19
Rotex Concrete Belt Operator (or similar types)

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Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25
Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group1
Engineer Oiler
Forklift Operator

Group 2
Truck Crane Oiler

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Group 3
A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

Group 4
Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5
Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6
Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

Group 7
Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8
Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9
Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).
Group 10
Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton

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M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11
Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C)
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Tower Crane Operator and Tower Gantry

Group 12
Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13
Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1
Chainman

Group 2
Rodman

Group 3
Instrument man

Group 4
Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)

Group 5
Party Chief

Group 6
E.D.M. or Fathometer Instrument man

Group 7
Certified Party Chief

Group 8

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Hydrographic Engineer Party Chief

Group 9
Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group 10
Chief of Parties
Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
Heavy Duty Repairman Helper

Group 2
Skiploader (wheel type up to ¾ yd. without attachment)

Group 3
Power - Driver Jumbo Form Setter Operator

Group 4
Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5
Bit Sharpener
Equipment Greaser (Grease Truck)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tugger Hoist Operator (1 drum)
Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
Welder - General

Group 6
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
Drill Doctor
Grouting Machine Operator
Heading Shield Operator
Heavy Duty Repairman
Jumbo Pipe Carrier
Loader Operator (Athey, Euclid, Sierra and similar types)
Mucking Machine Operator (1/4 yd.)
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pneumatic Heading Shield (tunnel)
Pumpcrete Gun Operator
Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

Group 7
Heavy Duty Repairman-Welder Combination

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Group 8
No current classification

Group 9
Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1
Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2
Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3
Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4
Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5
Drivers of trucks and trailers in combination (six axles or more).

Group 6
All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

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EXHIBIT C
SPECIAL CONDITIONS
CONSTRUCTION SEQUENCE ____ (A/B/C/D or E)
(TO BE FINALIZED WITH EACH CONSTRUCTION SEQUENCE FIXED PRICE)

1.0 CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP)

1.1 Authority has evaluated various risk management options and has decided that the benefits available from using a Project Specific Wrap Up insurance program is the proper risk management solution for this project. This program needs to be structured to cover all GL/WC/CO/PI-PD risks associated with the On-Site construction activities. The minimum required levels of coverage are outlined below.

A. The Authority believes this process will provide the maximum project protection at the most economical price and that there is a financial upside to the project when effective safety and risk management procedures are followed.

B. The Authority's preference is that the CMAR take the lead in packaging, marketing, buying, and binding the required wrap up coverages in an open book process with full Authority involvement. At the conclusion of this process, when the project volume, estimated labor/ associated premiums and the loss fund are established, the Authority reserves the right to negotiate with the CMAR an equitable savings clause that provides the Authority with their share of the financial upside. The intended outcome of this negotiation would be to convert the CCIP cost to a final value and fix this cost as a percent (%) of volume. This value will then be spelled out in the GMP qualifications and assumptions.

C. The CMAR should provide all tasks necessary to organize and manage the CCIP program including but not limited to assuming full responsibility for the following:

W.C.	Completed operations coverage
G.L.	Coverage through statute of repose
Umbrella/Excess	Claims management and defense costs
TRIA(GL)	Safety manual and management
Brokerage fees	Full Indemnity of Authority as defined in the Contract.
CCIP manual and administration	Project site boundaries
Misc. taxes and fees	Back to work programs
	Bidding all subcontract work" net of insurance"

D. Required Limits of coverage

CCIP Excess limits – Base Proposal	$100,000,000
CCIP Excess limits - Alternate Price	$200,000,000

E. Workers Compensation

Part One
Nevada Statutory Benefits
Part Two

Bodily Injury each accident	$ 1,000,000
Bodily Injury by Disease- Policy Limit	$ 1,000,000
Bodily Injury by Disease- Each Employee	$ 1,000,000

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F. GENERAL LIABILITY

Each Occurrence	$	2,000,000
General aggregate	$	4,000,000
Products/completed op.s Aggregate	$	4,000,000
Auto	$	1,000,000
Damages to rented premises	$	300,000
Medical Payments – any one person	$	10,000

G. TERM OF COVERAGE

Coverage through statute of repose (6 years from the last of the events set forth in NRS 11.2055(1)) – Base proposal

Extended coverage if available in market (10 years) – Alternate Price

H. DEDUCTIBLE

Each and every occurrence	$	250,000

2.0 DESCRIPTION OF ALLOWANCES

2.1 The following allowance accounts shall be included in the Contract Price for each construction sequence, the value of each account will be developed for each construction sequence as shown on Exhibit D – Contract Price:

Allowance No. 1, Authority's Discretionary Special Allowance:

Allowance No. 2, Clark County Agencies Permit Fees:

Allowance No. 3, Public Utility Permit Fees:

Allowance No. 4, Public Utility Connection Fees:

2.2 The CMAR shall be reimbursed for the actual costs expended in Allowances No. 2 through No. 4. Markup on these allowances will not be allowed.

2.3 The CMAR, at its expense, shall be responsible to obtain all other permits, certificates or any other approvals required.

2.4 A Discretionary Special Allowance has been included. The Discretionary Special Allowance may be used, at Authority's discretion, to reimburse the CMAR for Authority approved costs associated with performance of work in accordance with the Contract Documents but not included in the scope of work identified in the Contract Documents. Authority will determine if any work falls under the jurisdiction of the Discretionary Allowance and Authority's decision will be final.

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3.0 ADJUSTMENT OF ALLOWANCES:

1.1 If the sum of all costs to be reimbursed under all allowances is less than the sum of the allowances stated in Exhibit D – Contract Price, the total Contract Price will be reduced by an amount equal to the balance of funds remaining in the allowance accounts. The deductive adjustment to the allowance accounts will be included in the final Contract Change Order. If Authority and CMAR are unable to reach an agreement as to the total cost of the allowance work, the issue will be resolved under the provisions of the Contract Documents.

4.0 MILESTONES/LIQUIDATED DAMAGES/EXTRA TIME:

4.1 The parties agree that the following milestones shall be achieved by the CMAR in relation to the Work for each of the construction sequences (days are expressed as calendar days):

Notice to Proceed:		May 14, 2019
Pre-Construction:		NTP plus 365 Days
Construction Sequence ____ (A/B/C/D or E):		
Milestone 1:	Description: On site mobilization complete.	TBD
Milestone 2	Description: TBD	TBD
Milestone 3	Description: Steel Erection Complete	TBD
Milestone 4	Description: Building Enclosure Complete	TBD
Per Construction Sequence		
Substantial Completion/Temporary Certificate of Occupancy (TCO):		TBD
Final Completion/Certificate of Occupancy (CO):		TBD
Final Closeout		TBD

4.2 The parties have agreed that the Authority's damages that may result from delays in completion of the project are difficult to calculate. Thus, not as a penalty but as a determination of potential loss by the Authority, the CMAR shall pay to the Authority the following sum for each calendar day that CMAR has failed to complete the Work in accordance with the milestones or completions:

Milestone 1	None
Milestone 2	None
Milestone 3	None
Milestone 4	None
Substantial Completion and Temporary Certificate of Occupancy (TCO)	$200,000 (Per Day)
Final Completion(CO)	$100,000 (Per Day)
Final Closeout	$ 20,000 (Per Day)

4.3 CMAR shall include **five** (**5**) Work Days into the Schedule for each construction sequence, which are included in the Contract Price, which can be used to delay the Work or portion of the Work for each construction sequence at the discretion of the Authority. The CMAR will be given a minimum of 24 hours notice for any such delay. A delay may be for one or more days per notice.

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5.0 WORK SCHEDULE:

5.1 Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, CMAR will perform all Work at the Site during the standard Work Day. CMAR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without Authority's written consent which shall not be unreasonably withheld. The CMAR must accommodate ongoing operation of the LVCC during the LVCVA's trade show calender events. Written notice of CMAR's request to work overtime, on Saturdays, Sundays or any legal holiday must be received by Authority forty-eight (48) hours in advance for prior approval of Authority and Owner Representative.

6.0 MBE/WBE/VBE LOCAL BUSINESS UTILIZATION:

6.1 The CMAR must provide its "best effort" for inclusion in the contracting of professional services of minority-owned (MBE), women-owned (WBE) and veteran-owned (VBE) business enterprises located and operating in Clark County.

6.2 The CMAR shall submit a work plan to demonstrate how inclusion will be monitored during the project by providing; the names of companies with whom the CMAR has discussed possible inclusion in delivering the scope of work required for the completion of project; the names of companies with whom the CMAR has contracted; evidence of certification as MBE/WBE/VBE owned business of the firms(s); and the approximate percentage of the total contract represented by each of the MBE/WBE/VBE firm(s). A quarterly report shall be submitted to demonstrate and monitor inclusion during the project.

7.0 SMALL LOCAL BUSINESS ENTERPRISE UTILIZATION:

7.1 The Authority considers the language of Nevada State Senate Bill No. 1, of the 30th Special Session (2016) of the Nevada State Legislature to apply to the CMAR and as such, the CMAR must subcontract at least 15% of their total contract amount to small local businesses for each construction sequence. Provide a list of anticipated small local businesses to be included in each construction sequence in accordance with Nevada State Senate Bill No. 1 (2016) Section 61.5, Articles 1 and 2 of the legislation.

7.2 The CMAR shall submit and implement a work plan to demonstrate how inclusion will be monitored during the project, including the names of companies with whom the CMAR has discussed possible inclusion in delivering the scope of work required for the completion of project; the names of companies with who the CMAR has contracted; and confirmation that each company is a small business enterprise. A quarterly report shall be submitted to demonstrate and monitor inclusion during the project.

8.0 JOB SITE TRAILER FOR LVCVA AUTHORITY REPRESENATATIVE:

8.1 CMAR shall install and maintain a job site trailer for the duration of the project for use by the Authority Representative. Trailer shall be adjacent to the job site trailer of the CMAR. The cost of trailer, installation and utilities for the duration of the project are to be included in the CMAR's Fixed Price.

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Specifications of the trailer are as follows:

Two side by side construction trailers
(4) 12'x12' private offices w/ standard desk w/ return, office chair, bookcase and one lateral file
(1) 12'x32' main area w/ conference table for 10 people, 10 office/conference chairs
Restroom with sink and water closet
Break room/area with one base cabinet and sink, one 36” wide base cabinet with counter, two 24” wall cabinets on either side of sink.
Electric, plumbing, heat and air conditioning
Insulated walls, ceilings and floors
1/8" vinyl floor tile
Paneled interior walls
Sliding windows
120V electrical outlets
36"x80" lockable exterior doors
36"x80" interior doors
Fluorescent lighting
8' ceiling height
Central heating & air conditioning

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EXHIBIT D
CONTRACT FOR FIXED PRICE
CONSTRUCTION SEQUENCE ____(A/B/C/D OR E)
(TO BE FINALIZED WITH FIXED PRICE PER EACH CONSTRUCTION SEQUENCE)

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1.0 Fixed Price

Construction Manager at Risk (CMAR) hereby submits to the Las Vegas Convention and Visitors Authority (LVCVA) pursuant to Contract No. 19-4572 dated May 14, 2019 by and between the LVCVA ("Authority") and _____("CMAR") a Fixed Price for construction sequence ___ as described below:

1.1	CMAR's Cost of the Work:	$
1.2	CMAR's Contingency:	$
1.3	CMAR's Construction Management Fee at ____% of Cost of the Work:	$
	FIXED PRICE	**$**

2.0 Allowances

By mutual agreement between the Authority and the CMAR, the following allowances are included in the Contract Price:

2.1	Allowance No. 1 – Authority's Discretionary Allowance:	$
2.2	Allowance No. 2 - Clark County Agencies Permit Fees:	$
2.3	Allowance No. 3 - Public Utility Permit Fees:	$
2.4	Allowance No. 4 - Public Utility Connection Fees:	$
	TOTAL ALLOWANCES	**$**

3.0 Total Contract Price

3.1	Fixed Price:	$
3.2	Authority Allowances:	$
	TOTAL CONTRACT PRICE	**$**

4.0 Changes in the Work

4.1 Construction Manage Fee for additive changes in the work shall be ___% of the Cost of the Work.

4.2 Deductive changes shall apply the Construction Management Fee as shown in Section 1.3 above.

EXHIBIT E
PAYMENT OF THE CONTRACT PRICE
CONSTRUCTION SEQUENCE ____ (A/B/C/D or E)
(TO BE FINALIZED WITH EACH CONSTRUCTION SEQUENCE FIXED PRICE)

1.0 CONTRACT PRICE.

1.1 Authority shall pay CMAR the Contract Price as described in Exhibit D – Contract Price

2.0 CMAR FEES.

2.1 CMAR's Preconstruction Fee shall be a fixed lump sum fee as full compensation for preconstruction services. Payment shall be in twelve equal installments for the duration as stated in Exhibit C.

2.2 CMAR's Construction Management Fee shall be a fixed percentage of the Cost of the Work.

3.0 COST OF THE WORK

3.1 Costs of Work is hereby defined to include only the following specified costs:

A. Wages paid for labor in the direct employ of the CMAR in the performance of the Work.

B. Salaries of the CMAR's employees when stationed at the field office or offsite and actively engaged in the performance of or support of the Work.

C. Rates of all employee benefits and taxes including but not limited to unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the CMAR's standard personnel policy, insofar as such costs are paid to employees of the CMAR who are included in the Cost of the Work.

D. Subject to prior written approval of the Authority and limited to the total amount identified in the CMAR's Fixed Price: reasonable transportation, travel, hotel and moving expenses of the CMAR's approved personnel incurred in connection with the Work.

E. Subject to prior written approval of the Authority and limited to the total amount identified: CMAR's personnel stationed at CMAR's principal or branch offices incurred in connection with the Work.

F. Cost of all materials, supplies and equipment incorporated in the Work, including costs of specific inspection and testing if provided by the CMAR, transportation, storage and handling.

G. Payments made by the CMAR to Subcontractors for work performed under this Agreement.

H. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value and/or residual value;

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and cost minus salvage value on such items used, but not consumed that remain the property of the CMAR.

I. Costs to receive, store and install any Authority-furnished equipment or materials as called for in this Agreement.

J. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the CMAR or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the CMAR or its affiliates, equipment companies, subsidiaries or related parties shall be reimbursed at no more than seventy-five (75) percent of FHWA rates, (divided by 173.33 to determine hourly rates), for the equipment used by CMAR on the Project.

K. Permits, fees, licenses, tests, surety bonds, sub-guard and other expense directly related to the performance of the Work.

L. Cost of third party accountant to review and certify requests for periodic progress payments.

M. All costs associated with establishing, equipping, operating, regular and necessary maintenance and demobilizing the CMAR and the subcontractor's field offices.

N. Project-related reproduction costs, photographs, cost of telegrams, facsimile transmissions, long distance telephone calls, data processing services, postage, express delivery charges, and telephone and communication services at the Worksite and reasonable petty cash expenses at the field office.

O. All water, power and fuel costs necessary for the Work.

P. Cost of removal of all non-hazardous substances, debris and waste materials.

Q. Costs incurred due to an emergency affecting the safety of persons and/or property.

R. Cost of litigation, pre-approved in writing by Authority.

S. Cost of third party accountant to verify compliance with Nevada prevailing wage and certified payroll in accordance with the requirements of NRS.

T. Project related premiums, brokerage fees, taxes, claims management/defense costs, back to work programs and other administrative costs directly associated with sponsoring and implementing a CCIP wrap up insurance program.

U. Premiums associated with payment and performance bonds required under the Contract for the CMAR and associated subcontractors.

V. Whenever the Contract documents state that the CMAR shall perform any work or incur any expense, it shall be understood to mean, in the absence of specific language to the contrary in this Agreement, that the cost thereof shall be included in the Cost of the Work payable by the Authority.

3.2 All discounts for prompt payment, volume buying, all trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of Work**,** if the owner advances sufficient funds to take advantage of these discounts.

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4.0 NON-REIMBURSABLE COSTS. Any cost not expressly set forth in this Contract is a Non-Reimbursable Cost, including, but not limited to the following:

4.1 Any and all items paid for as part of CMAR's Fee.

4.2 Compensation for CMAR's personnel stationed at CMAR's principal or branch offices, except as provided for in previous subsections herein.

4.3 Overhead expenses, except as provided for in this Contract hereof, or which may be recoverable for changes to the Work.

4.4 The cost of CMAR's capital used in the performance of the Work.

4.5 Costs of fines or penalties imposed by governmental entities, remediation costs, or environmental clean-up costs caused or resulting from violations of law or negligence of CMAR.

4.6 Costs of fines or penalties or other costs arising from or resulting from criminal acts, willful acts, or gross negligence of CMAR or of those for whom CMAR is responsible.

4.7 Costs that would cause the Fixed Price, as adjusted in accordance with the Contract Documents, to be exceeded.

4.8 Employee bonuses.

5.0 THE FIXED PRICE.

A. The Fixed Price for each construction sequence shall be developed based upon a schedule of values for Cost of the Work and the CMAR's Fee as a percentage of the Cost of the Work as submitted in response to the Authority's RFPP #19-4572-2. In addition, the Fixed Price will include a CMAR contingency for each construction sequence (the CMAR's Fee for cost of contingency usage shall be included in the contingency allowance).

B. Any unused portion of the CMAR's allowance not used during the execution of the project shall be deducted from the Contract Price in the final payment of the contract amount.

C. The Fixed Price shall not exceed the amount established in Exhibit D – Contract Price. CMAR does not guarantee any specific line item provided as part of the FIXED PRICE, but agrees that it will be responsible for paying all costs of completing the Work which exceed the Fixed Price, as adjusted in accordance with the Contract Documents. Documents used as a basis for the Fixed Price include but are not limited to Exhibit F – Construction Documents for each construction sequence.

D. The Fixed Price shall be agreed upon between the CMAR and the Authority within 60 days of receipt of bids for the Cost of the Work for each construction of the project.

6.0 ALLOWANCES

6.1 The Contract Price includes Allowances as stipulated and controlled by the Authority which are available for the specified costs incurred in performing the Work. Costs shall be documented by the CMAR during performance of the Work and shall be subject to equitable adjustment to the Contract Price prior to final payment. Prior to performing work for which the CMAR intends to request payment through an Authority Allowance, the CMAR shall obtain written approval to proceed. The Authority shall issue a Change Authorization to the CMAR to allow payment application for the Allowance Item.

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6.2 The Contract Price includes a Special Discretionary Allowance controlled by the Authority.

7.0 PROGRESS PAYMENTS.

7.1 Pay Application.

A. Once each month, on or before a mutually agreeable date, CMAR shall prepare and submit to the Authority, for review and approval, an Application for Payment for the percentage of the Cost of the Work, authorized Allowance Items, Contingency Costs and any amounts due with respect to the Work performed since the preceding pay period, plus that portion of CMAR's Fee earned during the pay period. All Applications for Payment shall be submitted in accordance with the following requirements:

1. Format.
    a. Use Form AIA G702 – APPLICATION AND CERTIFICATE FOR PAYMENT AND AIA G703 – CONTINUATION SHEET
    b. For each item, provide a column for listing of each of the following:
    c. Item Number.
    d. Description of Work.
    e. Schedule of Values.
    f. Previous Applications.
    g. Work in place under this Application.
    h. Authorized Change Orders.
    i. Total Completed to date of application.
    j. Percentage of Completion.
    k. Balance of Finish.
    l. Retainage.
    m. Stored materials which are billed to the Authority.
2. Preparation of Application.
    a. Present required information in typewritten form.
    b. Execute certification by signature of authorized officer.
    c. Use data from approved Schedule of Values.
    d. List each authorized Change Order as an extension of AIA G703 – Continuation Sheet, listing Change Order and dollar amount as for an original item of Work.

B. Each Application for Payment from CMAR shall be accompanied by certified payroll from CMAR and a written agreed upon schedule of values which sets out the quantities and costs of each item of Actual Cost and Contingency Cost for which payment is requested. Such schedule shall be accompanied by CMAR's affidavit under seal before a notary public that the costs of such items of Actual Cost and Contingency Cost and allowance costs are, to the best of CMAR's knowledge, true, accurate and conforming to the requirements of the Contract Documents.

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C. Applications for Payment from CMAR shall be accompanied by applications for payment submitted to CMAR by its subcontractors and by invoices received from its suppliers. Applications for payment by Subcontractors to CMAR which are to accompany CMAR's Application for Payment to the Authority shall be in the same form as CMAR employs for its Application for Payment.

D. Applications for Payment from CMAR shall also be accompanied by an affidavit under seal before a notary public certifying that the CMAR has reviewed the Application and supporting bills and invoices and that the amount requested is for Cost of the Work actually incurred by CMAR for performance of Work on the Project.

E. Applications for Payment from CMAR shall be supported by releases of liens and copies of canceled checks for Work from all subcontractors and suppliers, whose subcontract or purchase order amount of the FIXED PRICE, for which payment has previously been made by the Authority, and such documentation and detailed information as may be reasonably required to substantiate the validity of the Actual Costs, Contingency Costs, and Fee amounts requested. The Authority may refuse to pay any item or items contained in any such Application for Payment until and unless documentation and details are submitted to the reasonable satisfaction of the Authority.

F. CMAR shall submit a pencil draw by the 20th day of each month for review, comment and approval by the Authority.

G. CMAR shall submit pay request by the 1st day of each month, after the pencil draw has been approved, for review and approval by the Authority

H. The Authority shall pay all approved amounts for Payment to CMAR within thirty (30) days of approval of CMAR's Application for Payment.

I. No payments of Applications for Payment (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Authority of any of the terms contained herein.

7.2 Payment and Withholding and Deduction Therefrom

A. Pursuant to NRS 338.515, not more than ninety (90) percent of the amount of any progress payment may be paid until fifty (50) percent of the Work required by the Contract has been performed. Thereafter, the Authority may pay any of the remaining progress payments without withholding additional retainage if, in the opinion of the Authority, satisfactory progress is being made in the Work. There shall be no retainage held on Fee or general condition costs, if possible as determined by the Nevada Revised Statutes.

B. The Authority shall pay to the CMAR at the end of each quarter interest for the quarter on any amount withheld by the Authority pursuant to State law at a rate equal to the rate quoted by at least three (3) financial institutions as the highest rate paid on a certificate of deposit whose duration is approximately ninety (90) days on that quarter.

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If the amount due to a CMAR pursuant to this subsection for any quarter is less than $500, the Authority may hold the interest until:

1. The end of a subsequent quarter after which the amount of interest due is $500 or more;

2. The end of the fourth consecutive quarter for which no interest has been paid to the CMAR; or

3. The amount withheld under the Contract is due.

C. In accordance with NRS 338.060 and 338.070, the CMAR shall forfeit as a penalty to the Authority, not less than $20.00, nor more than $50.00, for each day or each portion thereof that each workman employed by the CMAR or Subcontractor:

1. Is paid less than the designated rate, or prevailing wage rate, for any work done by him under the Contract,

2. Is not reported to the Authority as required by NRS 338.070.

D. The Labor Commissioner shall establish a sliding scale based on the size of the CMAR's business to determine the amount per worker per day to be imposed. Any CMAR or Subcontractor, or agent or representative thereof, performing work on the Project, who neglects to comply with the prevailing wage requirements contained in Nevada law, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the CMAR shall reimburse the Authority for all costs associated with wage complaint investigations for the Project, including but not limited to, actual hourly costs of staff time, travel, communications, supplies and materials used, attorneys' fees, and other direct costs actually incurred. CMAR shall be liable for the aforementioned costs regardless of whether the investigation is performed by the Authority or a third party. The Parties agree that this provision is not subject to arbitration.

E. The CMAR shall disburse money paid to him by the Authority, including any interest which he receives, to his Subcontractors and suppliers in compliance with State law.

F. In addition to the retainage or deduction, under previous Sections herein, the Authority may withhold or deduct from a progress payment or retainage payment an amount sufficient to pay the expenses the Authority reasonably expects to incur as a result of the failure of the CMAR to comply with the Contract or applicable building code, law or regulation. The Authority shall, within twenty (20) days after it receives an application for payment or retainage bill from the CMAR, give a written notice to the CMAR of any amount that will be withheld pursuant to Sections herein. The written notice must set forth:

1. The amount of the payment or retainage payment that will be withheld from the CMAR; and

2. A detailed explanation of the reason the Authority will withhold that amount, including, without limitation, a specific reference to the provision or section of the Contract, or any documents related thereto, or the applicable building code, law or regulation with which the CMAR has failed to comply. The written notice must be signed by an authorized agent of the Authority. Except as provided in the next sentence, if the Authority receives a written notice of the correction of the condition that is the reason for the withholding, signed by an

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authorized agent of the CMAR, the Authority shall pay the amount withheld by the Authority within thirty (30) days after the Authority receives the next progress bill or retainage bill. The Authority may object to the scope and manner of the correction within thirty (30) days after it receives the notice of correction, in a written statement that sets forth the reason for the objection and is signed by an authorized agent of the Authority. The Authority shall pay to the CMAR an amount equal to the value of the corrections to which the Authority does not object.

G. Except with respect to any payment withheld pursuant to Sections herein, if:

1. the Authority or a person acting with the authority of the Authority occupies or begins use of the Project or a portion of the Project;

2. a notice of completion is recorded as provided in NRS 108.228; or

3. the Authority partially occupies one or more buildings of the Project, the Authority shall pay or cause to be paid to the CMAR any outstanding and undisputed payment due, including, without limitation, retainage, and any interest accrued thereon within thirty (30) days after whichever event described in Sections herein occurs first. The amount paid must be in the proportion that the value of the portion of the Project which is used or occupied bears to the total value of the Project.

7.3 Request from Subcontractor Within five (5) working days after the Authority receives a written request from a firm, Subcontractor, or supplier with respect to a subcontract that has not been fully performed, the Authority shall notify the firm, Subcontractor, or supplier in writing of the date the Authority made a specified payment or retainage payment to a CMAR, whether the Authority has paid the entire amount of a specified payment or retainage payment to the CMAR, and the amount withheld by the Authority from a specified payment or retainage payment to the CMAR, if any.

8.0 FINAL APPLICATION FOR PAYMENT

8.1 Final Application. After CMAR has completed the Work and all such corrections necessary to meet the requirements of the Contract to the satisfaction of the Authority, CMAR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, (ii) consent of the Surety, if any, to final payment. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety, (iii) complete and legally effective releases or waivers (using a form satisfactory to Authority) of all Liens and claims arising out of or filed in connection with the Work; (iv) a general release executed by CMAR waiving, upon receipt of Final Payment by CMAR, all liens and claims, except those lien and claims previously made in writing to the Authority and remaining unsettled at the time of Final Payment; (v) record documents and electronic CADD files depicting the actual construction of the Work; (vi) all operating manuals, warranties and other deliverables required by the Contract Documents; and (vii) to the extent applicable, certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents. In lieu of such releases or waivers of Liens and claims and as approved by Authority, CMAR may furnish receipts or releases in full and an affidavit of CMAR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien or claim could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Authority property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR shall, at the request of Authority, furnish a bond or other collateral satisfactory to Authority to indemnify

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Authority against any Lien or claim, However, only to the extent the CMAR has been paid for the work of the subcontractor who then liened the job. CMAR shall be responsible for bonding the liens within a period of thirty (30) days. If CMAR does not bond, respond or otherwise neutralize the lien within that period of time, the Authority may do so and use retention to defray costs. If the Authority has not paid on the amount of this specific work, CMAR shall have no responsibility to discharge the lien.

8.2 Final Completion and Payment

A. If, on the basis of the Authority's and Master Architect's observation of the Work during construction and final inspection, and the Authority's and Master Architect's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authority and Master Architect are satisfied that the Work has been completed and CMAR's other obligations under the Contract Documents have been fulfilled, the Authority will, within ten (10) days after receipt of the final Application for Payment, make payment. At the same time, the Authority and Master Architect will also give written notice of Final Completion to CMAR. Otherwise, the Authority will return the Application to CMAR indicating in writing the reasons for refusing to recommend Final Completion and final payment, in which case CMAR shall make the necessary corrections and resubmit the Application. Authority may keep any monies which would otherwise be payable at the time hereunder and apply the same or so much as may be necessary therefore to the payment of any expenses, losses, or damages incurred by Authority for which CMAR is liable under the Contract, including liquidated damages. Upon receipt of the notice of Final Completion and acceptance of the Work by the Authority, final payment shall be made.

B. If, through no fault of CMAR, Final Completion of the Work is significantly delayed and if the Authority so confirms, Authority shall, upon receipt of CMAR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Authority for Work not fully completed or corrected is less than the retainage stipulated in the Contract, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CMAR to the Authority with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

8.3 Contract Times and Liquidated Damages. Authority and CMAR recognize that time is of the essence for the performance of the CMAR's obligations pursuant to this Contract, that Work under other contracts is dependent on timely and satisfactory completion of the Work, and that Authority will suffer financial loss if the Work is not completed within the time specified in the Contract Documents, plus any extensions thereof required because of Authority delay, Authority fault or an Uncontrollable Circumstance. They also recognize that losses incurred by the Authority for delay would be extremely difficult or impossible to calculate or ascertain. The Authority and CMAR recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Authority if the Work is not completed on time. Accordingly, instead of requiring any such proof, Authority and CMAR agree that liquidated damages for delay are not a penalty and said liquidated damages shall be the sole

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remedy for CMAR's lateness. CMAR shall pay Authority the amounts as indicated in the Exhibit D for each calendar day that expires after the time specified.

A. Authority shall have the right to deduct the liquidated damages from any monies unpaid, otherwise due, or to become due, to CMAR, and or to initiate applicable dispute resolution procedures to recover liquidated damages.

B. When CMAR is in default for nonperformance within the stipulated Contract Times, the Authority shall notify CMAR in writing within thirty (30) days after the times specified for performance in this Contract, and may thereafter deduct the liquidated damages in the amount stated in the Contract from the FIXED PRICE.

C. The Authority shall at all times have the right to inspect and audit the books, records and files of the CMAR or any of the CMAR's Subcontractors.

9.0 INTEREST

9.1 Payments due and unpaid by Authority to CMAR, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at a rate calculated in accordance with NRS 338.515(3).

10.0RECORD KEEPING AND FINANCE CONTROLS.

10.1 CMAR acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. CMAR shall provide Authority with complete access to all Subcontractor bids for all trade packages prior to award of the trade packages. CMAR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

10.2 CMAR shall retain a third-party Accountant for quarterly verification of all Costs incurred on the Project. Payments to the said Accountant shall be part of the CMAR's FIXED PRICE. Within thirty (30) days of the Contract Date, CMAR and the Accountant shall submit for approval by Authority, the proposed protocol and documentation requirements that will be employed to verify the amount of Costs incurred by CMAR and the fact that the Costs pertain to this Project.

10.3 CMAR shall retain a third-party Accountant to verify that the certified payroll records are complete, accurate and in compliance with the requirements of Nevada law.

10.4 During the performance of the Work and for a period of three (3) years after Final Payment, Authority and their accountants shall be afforded access from time to time, upon reasonable notice, to CMAR's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which CMAR shall preserve for a period of three (3) years after Final Payment. In addition, CMAR shall keep such records as necessary to comply with the provisions of Nevada Revised Statutes Sections 338.020 through 338.070.

11.0 NO ACCEPTANCE, WAIVER OR RELEASE.

10.1 Unless other provisions of this Contract specifically provide to the contrary, none of the following, without limitation, shall be construed as (i) the Authority's acceptance of any Work which is defective, incomplete, or otherwise not in compliance with this Contract, (ii) the Authority's release of the CMAR from any obligation under this Contract, (iii) the Authority's

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extension of the CMAR's time for performance, (iv) an estoppel against the Authority, or (v) the Authority's acceptance of any claim by the CMAR:

A. the Authority's payment (partial, progress, or otherwise) to the CMAR or any other person with respect to the Project;

B. the Authority's review, consent, approval or acceptance, as applicable, of any submissions, Permit applications, Punch Lists, other documents, certifications (other than certificates relating to Substantial or Final Completion), or Work of the CMAR or any of the CMAR's Subcontractors;

C. the Authority's review of (or failure to prohibit) any construction applications, means, methods, techniques, sequences, or procedures for the Work;

D. the Authority's entry at any time on the Project Site (including any area in which the Work is being performed) and/or attendance at a meeting with the CMAR, any of the CMAR's subcontractors and/or any other Project participants;

E. any observation, inspection or testing of (or failure to observe, inspect or test) any Work (whether finished or in-progress) by the Authority, or any other person;

F. the failure of the Authority, or any Authority consultant to respond in writing to any notice or other communication of the CMAR;

G. the silence of the Authority in response to any issue, communication, letter or email; or

H. any other exercise of rights or failure to exercise rights by the Authority hereunder.

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EXHIBIT F
CONSTRUCTION DOCUMENTS
CONSTRUCTION SEQUENCE _____ (A/B/C/D or E)
(TO BE FINALIZED WITH EACH CONSTRUCTION SEQUENCE FIXED PRICE)

1.0 Anticipated documents to be provided by the Architect for CMAR's pricing of the Fixed Price shall include but not be limited to:

1.1 Fixed Price Documents

The Fixed Price documents shall include the bid documents as professionally produced by the Architect of Record and its sub consultants (AOR) for each construction sequence of the renovation and any CMAR qualifications/assumptions that are accepted by the Authority. The Fixed Price documents as developed by the AOR in coordination with the CMAR are anticipated to include but not be limited to the following:

1. General Notes
2. Demolition of any site utilities or structures.
3. Excavation, site work and foundation systems.
4. Site plan.
5. Detailed floor plans of each level of the building.
6. Detailed elevations of each of the major building façades and any special features.
7. Detailed Interior elevations identifying materials and special features.
8. Sections through each major building element,
9. Structural detail - structural steel, bar joists, metal deck, miscellaneous steel and concrete and masonry.
10. Building shell and core.
11. Detailed interior and exterior finish materials.
12. Food service equipment and specialties.
13. Location and specification of passenger elevators, freight elevators, escalators, moving walks, etc.
14. Detail of interior and exterior stairs, ramps and walkways
15. Plumbing system design, specifications, equipment list, distribution systems and controls.
16. Specification of sprinklers, specialty fire systems for computer rooms, connections for exhibits, etc.
17. Design and specifications of fire alarm, public address, audio visual systems and centralized fire command center design criteria, work description, equipment, distribution systems and controls
18. Central Plant design and equipment specifications, chillers, boilers, water treatment, etc.
19. Mechanical and HVAC systems design and specifications, equipment, distribution systems and controls.
20. Electrical power and low voltage systems design and specification.

2.0 Permit and Final Construction Documents

2.1 Documents as developed by the AOR for the bidding and development of the Fixed Price shall be amended as required to be submitted for approval and permitting by the local regulatory agencies.

DRAFT

Meeting Schedule

If you would like to receive the agendas for the board of directors meetings, please contact Silvia Perez, Executive Assistant to the Board, at: 702-892-2802; fax 702-892-7515; or sperez@lvcva.com.

January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March

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24	25	26	27	28	29	30
31						

April

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14	15	16	17	18	19	20
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28	29	30				

May

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

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July

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28	29	30	31			

August

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18	19	20	21	22	23	24
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September

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29	30					

October

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27	28	29	30	31		

November

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24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

REGULAR MEETINGS

January 8 (@ **City Hall**)
February 12
March 12
April 9
May 14
June 11
July 9
August 13
September 10
October 8
November 12
December 10

COMMITTEE MEETINGS

LVCCD Committee Meeting – February 26

Marketing Committee Meeting – March 18

LVCCD Committee Meeting – April 1

LVCCD Committee Meeting – May 8

Public Hearing on the Budget – May 22

Compensation Committee Meeting – June 10

Marketing Committee Meeting – July 15

- Regular meetings of the Las Vegas Convention and Visitors Authority (LVCVA) board of directors are scheduled for the second Tuesday of each month at 9 a.m., or at the call of the chair.
- All board of directors meetings of the LVCVA are open to the general public.
- Committee meetings may be rescheduled or cancelled. Committee meeting dates and/or locations are held at the call of the chair.
- Per NRS 354.596(4): The public hearing on the tentative budget must be held by the governing body not sooner than the third Monday in May and not later than the last day in May.
- Agendas and approved minutes of the board of directors meetings are posted on the LVCVA website at: www.lvcva.com/agenda
- Most meetings are held at the Las Vegas Convention Center in the board room at 3150 Paradise Road, Las Vegas, Nevada 89109. Locations of meetings are subject to change.

COMMITTEES OF THE LVCVA BOARD OF DIRECTORS

AUDIT COMMITTEE

Mr. Bill Noonan, *Chair*
Mr. Gregory Lee, *Vice Chair*
Mayor Pro Tem Peggy Leavitt
Councilman George Rapson
Ms. Mary Beth Sewald
Commissioner Lawrence Weekly

COMPENSATION COMMITTEE

Ms. Mary Beth Sewald, *Vice Chair*
Mr. Chuck Bowling
Councilwoman Michele Fiore
Mr. Tom Jenkin
Mr. Bill Noonan
Ms. Marilyn Spiegel
Commissioner Lawrence Weekly

POLICY COMMITTEE

Mayor Pro Tem Peggy Leavitt, *Chair*
Councilman George Rapson, *Vice Chair*
Mr. Chuck Bowling
Mayor Carolyn Goodman
Mr. Gregory Lee
Mr. Bill Noonan

LAS VEGAS CONVENTION CENTER DISTRICT COMMITTEE

Mr. Chuck Bowling, *Chair*
Commissioner Larry Brown, *Vice Chair*
Mayor Carolyn Goodman
Mayor Pro Tem Pamela Goynes-Brown
Mr. Tom Jenkin
Councilman John Marz

MARKETING COMMITTEE

Councilman John Marz, *Chair*
Mayor Pro Tem Pamela Goynes-Brown, *Vice Chair*
Councilwoman Michele Fiore
Mr. Tom Jenkin
Mr. Gregory Lee
Commissioner Lawrence Weekly

LVCVA REPRESENTATIVES ON THE LAS VEGAS EVENTS BOARD OF DIRECTORS

Commissioner Larry Brown
Mayor Carolyn Goodman