

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Community Services



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

NO. 2023.070

5/11/2023

DATE

DOUGLAS COUNTY CLERK
MINDEN, NVBY ed DEPUTY

AGREEMENT
BETWEEN
DOUGLAS COUNTY
AND
Group West Construction Inc.

ON THE BASIS OF A STIPULATED PRICE

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

Whereas **Group West Construction Inc.** (hereinafter "CONTRACTOR") is a construction company licensed as a general contractor or specialty contractor in Nevada, and;

Whereas CONTRACTOR has submitted a bid in accord with the **Old Senior Center Exterior Improvement Project** Construction Specifications and Contract Documents (hereinafter "CONTRACT DOCUMENTS") as prepared by OWNER; and

Whereas, CONTRACTOR submitted a responsive and responsible Bid in the amount of:

\$ 92,792.00 for the **Old Senior Center Exterior Improvement Project** as outlined in the CONTRACT DOCUMENTS. The Bid is for furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by OWNER. Therefore, OWNER will pay and CONTRACTOR shall accept as full compensation therefore the above total, not to exceed sum.

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

ARTICLE 1 – WORK

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

Old Senior Center Exterior Improvement Project

ARTICLE 2 – THE PROJECT

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

Old Senior Center Exterior Improvement Project

ARTICLE 3 – ARCHITECT

The Project has been designed by: TSK Architects

3.01

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

The Project will be administered by:

Scott McCullough, Project Manager
Douglas County
1594 Esmeralda Avenue
Minden, NV 89423

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion.*

180 days for Substantial Completion,

4.03 *Final Payment*

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

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

4.04 *Liquidated Damages*

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

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

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

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the stipulated sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;
- B. As provided in **ARTICLE 7.0 UNIT PRICE WORK** of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ARCHITECT.

ARTICLE 6 – PAYMENT PROCEDURES

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the CONTRACT DOCUMENTS and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. CONTRACTOR has carefully studied all: (1) Reports of explorations and tests of subsurface conditions or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (with the exception of Underground Facilities) which have been identified in the Bidding Documents and Specifications and (2) reports and drawings of Hazardous Environmental Condition, if any, at the Site which has been identified in the Bidding Documents and Specifications.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods or techniques or procedures of construction engaged by CONTRACTOR, including applying precise means, methods and techniques or procedures of construction, if any, expressly required by the CONTRACT DOCUMENTS to be employed by CONTRATOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR acknowledges that OWNER and ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the CONTRACT DOCUMENTS with respect to Underground Facilities at or contiguous to the site.
- G. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the CONTRACT DOCUMENTS to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- H. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.
- I. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the CONTRACT DOCUMENTS.
- J. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the CONTRACT DOCUMENTS and all additional examinations, investigations, explorations, tests, studies, and data with the CONTRACT DOCUMENTS.
- K. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the CONTRACT DOCUMENTS, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.
- L. The CONTRACT DOCUMENTS are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The CONTRACT DOCUMENTS consist of the following:

1. This Contract Agreement (pages 1 to 11, inclusive);
 2. Performance Bond (pages 1___ to 3___, and attachments inclusive);
 3. Payment Bonds (pages 1___ to 3___, and attachments inclusive);
 4. General Conditions (pages 1 to 60, inclusive, attached and incorporated);
 5. Supplementary Conditions: (pages 1 to 17, inclusive, attached and incorporated)
 6. Addenda (numbers 1,2,3, inclusive);
 7. CONTRACTOR's Bid (pages 1 to 8, inclusive, attached and incorporated);
 8. Notice to Proceed (pages _____ to _____ inclusive attached and incorporated).
 9. In addition, the following items, which are not exhibits to this Contract, are incorporated by reference and shall constitute part of the CONTRACT DOCUMENTS:
 - a. Contract Drawings consisting of a cover sheet and sheets inclusive with each sheet bearing the following general title Old Senior Center Exterior Improvement Project
 - b. Construction Schedule submitted pursuant to **ARTICLE 18.0 PROGRESS PAYMENT APPLICATIONS** of the General Conditions, and any amendments approved by OWNER;
 - c. Current Prevailing Wage Rates, Douglas County, Nevada.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives
 - c. Change Order(s)
- B. The documents listed in 09.01.A are attached to this Contract, except as expressly noted otherwise above.
 - C. There are no CONTRACT DOCUMENTS other than those listed above in ARTICLE 9.
 - D. This Contract embodies the entire agreement between OWNER and CONTRACTOR and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the CONTRACT DOCUMENTS shall be valid unless reduced to writing and signed by both parties.
 - E. The Bidding and CONTRACT DOCUMENTS include various divisions, sections and conditions, which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They

are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern:

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02. Rights and Remedies

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

10.03 Assignment of Contract

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

10.04 Successors and Assigns

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

No party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other parties for which approval may be withheld for any reason or for no reason whatsoever. CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the CONTRACT DOCUMENTS or its right, title or interest in or to the same or any part thereof, without prior consent of OWNER and concurred to by the sureties.

10.05 Severability

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

10.06 Legal

- A. This Contract shall be administered and interpreted under the laws of the State of Nevada. This Contract shall not be construed for or against any party by reason of who drafted the provisions set forth herein. Any action at law, suit in equity or judicial proceeding for the enforcement of this Contract or any of the CONTRACT DOCUMENTS must be litigated in the Ninth Judicial District Court of Nevada.
- B. The CONTRACT DOCUMENTS and the various provisions thereof are severable. Should any part, clause, provisions or terms be declared invalid, ineffective, or unenforceable, the remaining provisions of the CONTRACT DOCUMENTS shall remain in full legal force and effect.

10.07 Notices

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

OWNER REPRESENTATIVE

Douglas County
Attn: Scott McCullough, Project Manager
1594 Esmeralda Avenue
Minden, NV 89423

CONTRACTOR

Group West Construction, Inc.
Attn: Jeremiah McGilweay
495 Apple Street, Ste. 200
Reno, NV 89502

10.08 Effective Date of the Contract

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

10.09 Cancellation of the Contract

- A. OWNER reserves the right to cancel the Contract awarded for any reason with seven (7) days written notice to CONTRACTOR. OWNER will be responsible to pay

CONTRACTOR for Work completed up to this point, or for Work performed in conjunction with this Contract.

10.10 *Agreement Modification*

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

ARTICLE 11 – INDEMNIFICATION

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

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

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

ARTICLE 12 – PATENT INDEMNITY

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

CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

ARTICLE 13 – INDEPENDENT CONTRACTOR

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

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

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

ARTICLE 14 – FAIR EMPLOYMENT PRACTICES

14.01 In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, sex, sexual orientation, gender identity or expression, religion, disability, or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by CONTRACTOR shall constitute a material breach of this Contract.

ARTICLE 15 – INSURANCE REQUIREMENTS

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

ARTICLE 16 – BONDS AND GUARANTY

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

ARTICLE 17 – STATUTORY REQUIREMENTS

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

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

ARTICLE 18 – INFORMATION ACCESS

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

ARTICLE 19 – EXAMINATION OF DOCUMENTS

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

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Contract for the Old Senior Center Exterior Improvement Project to be executed and intend to be bound by the provisions of this Contract as well as the Contract set forth in the CONTRACT DOCUMENTS.

CONTRACTOR: Group West Construction Inc.

By: [Signature]

Printed Name: Jeremie McGilvray

Title: VP Director of Operations

Date: This 17th day of April, 2023.

OWNER: DOUGLAS COUNTY

By: [Signature]

Patrick Cates, County Manager

Date: This 11th day of May, 2023.

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

11th day of MAY, 2023

By [Signature] Deputy