

CERTIFICATE OF SUBSTANTIAL COMPLETION

Effective Date:

The work that has been performed under the terms and conditions of the Owner-Contractor Agreement for:

Project Name:

SPWB Project No.:

SPWB Contract No.:

Owner-Contractor Agreement Execution Date:

Notice to Proceed Date:

between the State of Nevada as Owner, acting by and through the:

State of Nevada

hereinafter referred to as "State", and

Contractor

hereinafter referred to as "Contractor", has been inspected by the State and has been found to be Substantially Complete.

ARTICLE 1

A list of items remaining to be completed or to be corrected in accordance with the terms and conditions of the contract documents, is attached and incorporated by reference as a part of this Certificate. This list may not be all-inclusive and the failure to include any item on the list that has not been completed or that has been incorrectly installed does not alter the responsibility of the Contractor to complete all the work in accordance with the contract documents, including authorized changes thereto.

ARTICLE 2

The Contractor agrees that he will within: days

On or before:

from the date of this Certificate, correct all deficiencies and complete all work required, as detailed on the list of incomplete items, attached and made a part of this Certificate.

ARTICLE 3

The responsibility of the Contractor to provide heat and utilities shall cease on the date of Substantial Completion for the Project, or that portion of the Project described in this Certificate, unless specifically indicated otherwise herein. All insurance coverage shall be maintained in full force until the punch list is completed and final payment is issued. The Contractor's General Liability Insurance and Completed Operations insurance shall remain in effect for a period of three years following the date of Substantial Completion, as stipulated in Section 8.3 of the General Conditions of the Contract.

ARTICLE 4

The date of this Certificate of Substantial Completion shall be the beginning date of those warranties and guarantees pertaining to the structure or building, or portions thereof, including installed mechanical and electrical equipment to which this Certificate applies.

ARTICLE 5

Liquidated damages shall cease to be assessed on the date of this Certificate, provided the Contractor completes all work on or before the date stipulated herein. Liquidated damages shall resume if the Contractor does not complete all of the work on or before the date stipulated in this Certificate of Substantial Completion.

In Witness Whereof, the parties hereto have caused this Certificate to be signed and intend to be legally bound thereby.

REVIEWED AND ACCEPTED BY:

Project Manager _____

Print _____

Date _____

OWNER

State of Nevada

By _____

Print Gustavo 'Gus' Nunez, PE

Title Manager

Date _____

CONTRACTOR

Firm Name

By _____

Print _____

Title _____

Date _____

**Attorney General
(Approved As To Form Only)**

Catherine Cortez Masto

Attorney General, State of Nevada

By _____

Deputy Attorney General

Date _____

DISTRIBUTION

Owner

Contractor

Architect/Engineer

Using Agency

Risk Management

SPWB Project Manager

SPWB Inspector

AUTHORIZATION

Chapter: Section:

2007 Statutes of Nevada

Fund Code No.

Project No.