

Quest Preparatory Academy

REQUEST FOR PROPOSAL FOR GENERAL CONTRACTOR SERVICES

Public Charter School Playground Project

For the Project titled:
Quest Playground

Located at
4055 N. Rancho Dive
Las Vegas, NV 89130

SUBMITTAL DUE DATE
**January 18, 2021 (12:00 PM
PST)**

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SECTION I – KEY INFORMATION ABOUT RFP

- (1) **ABOUT Quest Preparatory Academy. Founded in 2008,** Quest preparatory Academy (Quest) is a K-8 public charter school located in Las Vegas, NV. Founded in 2008, Quest is an academic institution that is dedicated to growth, perseverance, and academic achievement. We foster students' personal and intellectual growth so that they are positively productive and engaged citizens of their communities. We pride ourselves on our familial environment, and caring and committed teaching, leadership and support staff.

Located at 4025 N. Rancho Drive, Quest currently enrolls approximately 480 students in grades K-8. Quest currently has a concrete play space between two buildings that currently serves as it's play area. Quest currently leases a property on its' campus at 4055 N. Rancho Drive that is approximately 28,714 Square feet. This land is currently undeveloped and will require preparation in order to be used as a playground.

The proposed plan is to turn the dirt lot located at 4055 N. Rancho Drive into a usable playground. This will include moving the utility lines that are currently in place. It will also require soil to be brought in that will accommodate the playground development, including possibly the removal of some of the soil and rocks already there. Additionally, there will need to be a 6' wrought iron fence of 630 linear feet installed around the perimeter. There will need to be three 4' wrought iron crash gates installed. There will need to be a synthetic turf field installation of approximately 19,775 square feet. There will also need to be two 6" concrete encased traffic rated sewer cleanouts installed.

- (2) **SCOPE OF SERVICES.** Quest has engaged Dwyer and Associates Architects (Dwyer) for architectural services for the playground development. Dwyer has submitted plans for the project to the City of Las Vegas and an advance approval has been obtained. These approved plans will form the basis for each Proposer's submittal. Attachment A. The scope of services for the Contractor will be to complete the playground project as described in this document, including the hiring of any subcontractors needed to complete the project and obtaining any required permitting and managing the project through to completion.
- (3) **RFP CONTACT.** The RFP Contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the General Contractor.

Richard McNeel, Controller and Facilities Manager
Quest Preparatory Academy
(702) 631-4751 Extension-1115
r.mcneel@questlv.com

(4) **SUBMISSION DEADLINES AND PROCUREMENT TIMETABLE.** The following dates are set forth for informational and planning purposes; however, QUEST reserves the right to change the dates.

- Issue RFP for GC Services December 17, 2021
- Deadline for Submitting Questions January 7, 2021
- RFP Submission Deadline January 18, 2021 (12:00 PM PST)
- GC Award: January 19, 2021

(5) **NUMBER OF COPIES.** Submit one (1) signed original, five (5) copies and one (1) electronic copy on a compact disk (CD) or solid-state memory stick of the Proposal in a sealed envelope or container.

(6) **SUBMIT PROPOSALS TO:**

Quest Preparatory Academy
Attention: Richard McNeel
4025 N. Rancho Drive
Las Vegas, NV 89130

(7) **RIGHT TO CANCEL.** Quest reserves the right to cancel this procurement process whenever the best interest of Quest is served. Quest shall not be liable for costs incurred by proposers associated with this procurement process.

(8) **CONFIDENTIALITY.** This RFP and all accompanying materials contain confidential information and are to be treated as such by the Proposer. Proposer acknowledges that this RFP, including without limitation any addendum or correction to this RFP, or oral information about the RFP, are Quest's proprietary and confidential information. In no event may Quest's proprietary and confidential information be disseminated, copied or made available in any form to anyone other than Proposer's authorized employees (on a "Need To Know" basis) and subcontractors unless express written permission is granted by Quest. Reproduction, distribution, or disclosure outside Proposer's company is prohibited without Quest's prior written consent.

Further, all questions related to this RFP are to be requested of Quest, via email. Proposers are to refrain from contacting city agencies or other individuals, agencies, organizations for anything related to this project. Failure to follow these rules will result in disqualification.

SECTION II – DESCRIPTION OF THE PROJECT

- (1) **PROJECT (“PROJECT”).** The subject property is located at 4055 N. Rancho Drive in the Rancho Town & Country Shopping Center located at the cross streets of N. Rancho Drive and W. Alexander Road and is part of the QUEST school campus. The proposed space is a rectangular lot of 28,714 square feet. The plans attached in Attachment A include the construction of a curb of 185 linear feet per C.C.A.U.S.D. No. 219. This part of the project has already been completed and is not part of this RFP. Item number two was to construct a concrete sidewalk of 1,968 linear feet per C.C.A.U.S.D. No. 234, this also has been completed and is not part of this RFP. Item number three is to install a 6’ foot high wrought iron fence of 630 linear feet per the architectural plan. This has not been completed and is included as part of this RFP. Item number 4 is to install three each 4’ foot pedestrian crash gates. This item is not completed and is included as part of this RFP. Item number 5 is to remove the existing three each bollards, cut pipes and cap below grade. This item is not completed and is included in this RFP. Item number 6 is to install 19,775 square feet of grass which will need to be a synthetic turf surface field of the same size (as there are no plans for a sprinkler system) rated for school sports activities. This item will also include the proper soil to be included underneath the turf for the specified usage as the lot is undeveloped. This item is not completed and is included as part of this RFP. Item number seven is to concrete encase two each 6” traffic rated sewer clean outs per D.C.S.W.C.S. DWG. No. SD-26. Please note that appropriate temporary fencing will be required during this project so as to prevent access from anyone not working on the project.
- (2) **PRELIMINARY SCHEDULE FOR COMPLETION FOR THE PROJECT.** Field work for the Project is expected to commence by April 1, 2022 with substantial completion ready for full use by July 15, 2022.
- (3) **PROPOSED BUDGET FOR THE PROJECT.** General Contractor will be selected pursuant to this RFP and contract will consist of a negotiated Scope of Work. The total construction cost budget for the Scope of Work will be less than \$200,000.
- (4) **AGREEMENT FOR DESIGN-BUILD SERVICES.** Following the GC Award, QUEST anticipates the General Contractor and QUEST will enter into an Agreement for Design-Build Services (“Design-Build Agreement”). The Agreement will provide for the services to complete the Project.
- (5) **SCOPE OF WORK.** Submission by a General Contractor should fully understand the scope of the work as presented herein. The General Contractor will be responsible for directing and coordinating all required consultants and obtaining any required permitting to achieve a fully functioning, complete playground in accordance with the approved plans, specifications and schedule.
- (6) **CONTRACT REQUIREMENTS.** The successful General Contractor will be required to comply with the following major phases upon award of a contract:
 1. Cost Estimating

2. Construction Documents (if necessary beyond the existing documents) and Guaranteed Maximum Price (GMP)
 3. Obtaining any necessary permitting
 4. Compliant timesheet tracking of all professional work hours in accordance with Nevada Prevailing Wage requirements and Federal Davis-Bacon and related Acts requirements and submission of the time sheets to Quest on a weekly, semi-weekly or monthly basis (during field work) to align with the timecard submittal documents
 4. Project Administration
 5. Project Closeout
- (7) **CONTRACT GUARANTEED MAXIMUM COST PROPOSAL.** It is anticipated that the General Contractor will agree to a Guaranteed Maximum Price ("GMP") to be included in the Design-Build Agreement.
- (8) **INSURANCE REQUIREMENTS.** The General Contractor insurance requirements shall be in accordance to Exhibit D, attached hereto.
- (9) **WAGE SCALE REQUIREMENTS.** Contract requires compliance with Nevada Prevailing Wage Act and the federal Davis-Bacon and Related Acts. The Proposer, by submitting a proposal, represents that the proposer is aware of the applicable provisions and no increase in the Contract Price will be granted by.

SECTION III – FORM OF PROPOSAL

(1) **RFP PROCESS.**

- a. For purposes of this RFP, General Contractor is referred to as Proposer and should not include architectural design services offered by Dwyer Engineering inc. Architects. QUEST anticipates the General Contractor and QUEST will enter into Agreements for Design-Build Services ("Design-Build Agreement"). Following the selection of a General Contractor if it is determined by the Contractor that any additional specifications or plans are required, a separate agreement between the Contractor and DWYER ENGINEERS INC. will be entered into.
- b. As part of the Proposal, Proposers are required to submit their past performance history and qualifications for consideration by QUEST. Attached hereto as Attachment A defines the project requirements, project objectives, programmatic needs and goals, design criteria, and budget parameters. QUEST will evaluate the Proposals using the criteria established herein.

(2) **SUBMITTAL REQUIREMENTS.** The following components or items must be incorporated into the proposal.

a. **COVER LETTER/EXECUTIVE SUMMARY.**

1. Statement of interest in the Project;
2. Identification of the point of contact for this RFP process with telephone number and email address;
3. Name, address, telephone, email and website for the firm;
4. Signature of a duly authorized principal

b. **FIRM PROFILE WITH THE FOLLOWING ELEMENTS.**

1. Firm age;
2. History;
3. Firm Size (staffing by discipline) currently
4. Current firm workload projected over the next 12 months

c. **FEE PROPOSAL.**

d. **EVIDENCE OF PROPOSER'S PAST PERFORMANCE AS BUILDER.**

Description of up to five (5) projects that best illustrate the Proposer's relevant experience.

For each project, please provide all of the following information in a consistent format:

- Project name, client name, phone number, email address, location;
- Gross square feet of new construction;
- Gross square feet of renovation;
- General program elements;
- Bidder personnel involved;
- Bidder personnel's portion of work and time period (if part of a larger team);
- Targeted and actual delivery date;
- Construction budget, bid amount, final cost, and general description of the major change orders;
- Descriptions, pictures, and/or floor plans;
- Relevance to the Project such as renovation challenges, lessons learned with educational facilities, effective value for modest construction costs, or institutions starting an additional campus.

e. **EVIDENCE OF PAST PERFORMANCE AND CAPACITY OF PROPOSER'S CONSULTANTS: MEP ENGINEERS, AND ENVIRONMENTAL CONSULTANTS.**

1. Provide description of key consultants and subcontractors who will be providing services. Include: company name/address; proposed project role; and staff available for assignment to the Project.

- f. **PROJECT APPROACH AND METHODOLOGY.** Proposer must include a description of Proposer’s approach to the Project, including:
1. **PRE-CONSTRUCTION.** Include a description of how the Builder would expect to interact with the Owner and Architect related to: Cost estimating, cost control and change management; value engineering analysis; Scheduling Compliance and Control including examples of schedule monitoring techniques; Obtaining building permits and all other regulatory approvals; Regulatory environmental and permitting management.
 2. **CONSTRUCTION.** Proposed schedule and budget/cost control approach.
- g. **EVIDENCE OF QUALIFICATIONS OF KEY STAFF COMMITTED TO PROJECT.**
- Identify all of Proposer's Key Staff (including Key Staff furnished by consultants and subcontractors) and indicate whether they are committed full-time or part-time for the duration of the Project. Provide resumes for all Key Staff. Include Project Managers, Quality Control Manager, Environmental Design Engineer, Construction Project Managers, Environmental Construction Project Manager, and Construction Superintendent.
- h. **EVIDENCE OF FINANCIAL CAPABILITY.**
- Furnish financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the Services. In the event the Proposer does not have an audited financial statement, the Proposer may submit a review or compilation prepared by an outside accountant. QUEST, however, reserves the right to request additional information. The Proposer shall also submit a written disclosure advising of any pending litigation against the Proposer that may have a material effect on the Proposer’s ability to perform.
- i. **CLIENT REFERENCES.** References shall be for representative projects provided as part of this submittal.
- j. **WAGE SCALE REQUIREMENTS.**
- Contract requires compliance with Nevada Prevailing Wage Act and the federal Davis-Bacon and Related Acts. The Proposer, by submitting a proposal, represents that the proposer is aware of the applicable provisions and no increase in the Contract Price will be granted by.
- k. **LEGAL ACTIONS.** Complete Exhibit B – Legal Actions form included in this RFP.
- l. **DISCLOSURE AFFIDAVIT.** Complete the Exhibit C –Disclosure Affidavit form included in this RFP.

m. **BONDING CAPACITY.** Furnish a letter confirming bonding capacity in an amount in excess of \$7 million for the Project.

(3) **EVALUATION CRITERIA.** QUEST will review and evaluate the proposals in accordance with the following criteria.

- a. Compliance with objectives of the Project.
- b. Quality of Project Approach and Methodology.
- c. Guaranteed schedule commitments.
- e. Capacity to perform.
- f. Past performance with timeliness and completion of projects.
- g. Successful experience with projects of similar or greater size.
- h. Successful experience on projects of similar type.
- i. Quality and content of references provided on representative projects.
- j. Qualifications and experience of Key Staff and commitment to assign Key Staff for the duration of the project.
- k. Qualifications, experience and capacity of consultants.
- l. Financial capability.
- m. Compliance of proposed services to the RFP requirement

EXHIBIT A – SAFETY QUESTIONNAIRE

Quest is committed to construction safety on Quest projects. To that end, Quest has developed a safety questionnaire to aid in selection of a General Contractor with good safety records. As a part of the General Contractor submittal process Proposers must answer the questions below.

- (1) Does your organization have a safety program? Yes No

If yes, provide the following information:

- Month and Year first implemented;
- Method of review of program;
- Whether regular work site safety meetings are held and how frequently; and
- Copy of table of contents of safety/loss control manual.

- (2) Have any OSHA or other citations been issued to your organization during the period of the last three (3) years for workplace safety law violation? Yes No

If yes, provide detailed information for each occurrence regarding:

- The nature of the violation for which your organization was cited;
- Summary of your position of the matter; and
- Official resolution of violation

- (3) Provide your organization's OSHA reportable incident rate: _____. If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three (3) years and a written explanation to the qualification questionnaire (attach as necessary).

- (4) Provide a copy of your organization's NCCI current experience modification (EMR) rating worksheet. If the rating is greater than 1.0 please attach the NCCI rating information for the last 3 years and a written explanation to the qualification questionnaire. As a follow up, you may be asked to provide your written safety plan.

- (5) Provide a current Emergency Response Plan (ERP) indicating how Proposer would communicate with Quest and with Proposer's Key Personnel, marshal the manpower, equipment and supplies to ensure timely response to emergency related incidents. Limit your ERPs to one (1) single-spaced single page, with a minimum of 1-inch margins and minimum 11-point type.

EXHIBIT B – LEGAL ACTIONS

Please provide the information below. If the answer to any of the questions is “Yes”, provide a brief description or explanation on a separate sheet.

	QUESTION	YES	NO
1	Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2	Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation.		
3	Within the past three (3) years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4	Within the last three (3) years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?		
5	Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging or bid-rotating?		
6	Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7	Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE, WBE and EEO?		
8	Has the firm or venture ever failed to complete any work awarded to it?		

EXHIBIT C – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF ENTITY	
CONTACT PERSON	
ADDRESS	
CITY, STATE, AND ZIP CODE	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

(1) DISCLOSURE OF OWNERSHIP INTERESTS

Proposer shall provide the following information. If the question is not applicable, answer “NA”. If the answer is none, please answer “none”.

Respondent is a:

- A. Corporation
- B. Joint Venture
- C. LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: _____

Authorized to do business in the State of New Jersey: Yes No

Names of all officers of corporation (complete or attach list):

Names:	Titles:
_____	_____
_____	_____
_____	_____
_____	_____

Names of all directors of corporation (complete or attach list):

Is the corporation owned partially or completely by one or more other corporations? Yes ___ No ___

If "yes" provide the above information, as applicable, for each such corporation.

Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Names of Shareholders	Percent Interest Owned
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. JOINT VENTURES

If Proposer is a Joint Venture, name each venture partner and the percentage of each therein. Where venture party is Corporation or LLC or Other also provide information required above for Corporations or below for LLCs or Other.

Names of Venture partners	Percent Interest Owned
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

C. LLCs and Other Commercial Organizations

If Proposer is a LLC or Other Commercial or Legal Entity, name each entity and each person with an ownership or other beneficial interest in the entity. Describe the interest of each party including any percentage ownership of each. Where any disclosed party is Corporation also provide information required above for Corporations.

Names	Interest Described and Percent Owned
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

EXHIBIT D – INSURANCE REQUIREMENTS

The General Contractor must provide and maintain at General Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time General Contractor or its subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by Quest. General Contractor and all subcontractors of every tier will specifically name Friends of Quest and Quest and others as may be required by Quest as Additional Insured.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Subrogation.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. General Contractor and all subcontractors of every tier will specifically name Quest and others as may be required by Quest as Additional Insured using ISO CG2010 0413 and CG2037 0413. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a Waiver of Subrogation as required below.

Contractors must provide copies of this endorsement with the certificate of insurance required below. Contractors must ensure that subcontractors maintain this endorsement on their policies.

Subcontractors performing work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the General Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Quest and others as may be required by Quest are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The General Contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of General Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include Quest and others as may be required by Quest, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Professional Liability

When General Contractor performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for General Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

General Contractor must provide All Risk Builders Risk Insurance or Installation Floater on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

Quest will be Named Insured on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and may only be cancelled with the written permission of Quest, even if the Project has been put to its intended use.

The General Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by General Contractor.

7) ADDITIONAL REQUIREMENTS

General Contractor must furnish Quest original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The General Contractor must submit evidence of insurance to Quest prior to Contract award. The receipt of any certificate does not constitute agreement by QUEST that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of QUEST to obtain certificates or other insurance evidence from General Contractor is not a waiver by the QUEST of any requirements for the General Contractor to obtain and maintain the specified insurance. The General Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve General Contractor of the obligation to provide insurance as specified in this contract. Non- fulfillment of the insurance conditions may constitute a breach of the Contract, and QUEST retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to QUEST in the event coverage is substantially changed, canceled, or non-renewed. QUEST reserves the right to obtain copies of insurance policies and records. Any deductibles or self-insured retentions on referenced insurance must be borne by General Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The General Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against QUEST, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by General Contractor in no way limit the General Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by QUEST will not contribute with insurance provided by the General Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If General Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The General Contractor must require all subcontractors to provide the insurance required herein, or General Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of General Contractor unless otherwise specified in this Contract.

If General Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost. General Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to QUEST as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status