



REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

NOTICE AND AGENDA OF PUBLIC MEETING

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

8:45 A.M.* APRIL 9, 2020

*Approximate start time as the Regional Transportation Commission of Southern Nevada Board of Commissioners meeting will begin immediately following the Clark County Regional Flood Control District Board of Directors meeting.

On March 22, 2020, the State of Nevada Executive Department issued Declaration of Emergency Directive 006, which suspends the requirement contained in Nevada Revised Statute 241.023(1)(b) that there be a physical location designated for meetings of public bodies where the public can attend and participate. Pursuant to Directive 006, the Regional Transportation Commission of Southern Nevada will not provide a physical location for the public to attend the meeting of the Regional Transportation Commission of Southern Nevada Board of Commissioners.

The meeting of the Regional Transportation Commission of Southern Nevada Board of Commissioners will be available to livestream at the following link <https://www.rtcnv.com/about/meetings-agendas/rtc/>.

Additionally, the Regional Transportation Commission of Southern Nevada encourages citizen participation at its public meetings and will be accepting public comment via email. **Public comment relating to the Regional Transportation Commission of Southern Nevada may be submitted via email to PublicComments@rtcnv.com.** Please make sure to include your name and the agenda item number you wish to comment on. Also, please indicate if you would like your comment read on the record as part of the record or just added to the backup for the record. Only the first 500 words of comments submitted to be read into the record will be read aloud. The remaining words will be included in the written record.

This agenda, including the supporting materials, is available at the Regional Transportation Commission of Southern Nevada’s website, <http://www.rtcnv.com>; or by contacting Marin DuBois via mail at 600 S. Grand Central Pkwy, Ste. 350, Las Vegas, Nevada 89106, by calling (702) 676-1836, or by email at duboism@rtcnv.com.

In accordance with the State of Nevada Executive Department’s Declaration of Emergency, Directive 006, which includes exceptions to Open Meeting Law, it is hereby noted that this meeting agenda has been properly noticed and posted at the following locations:

RTC Website Nevada Public Notice
www.rtcnv.com <https://notice.nv.gov>

BY: _____

DocuSigned by:
Marin DuBois
6729886677468

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: CITIZENS PARTICIPATION		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None

BACKGROUND:

In accordance with State of Nevada Open Meeting Law, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners shall invite interested persons to make comments. For the initial Citizens Participation, the public should address items on the current agenda. For the final Citizens Participation, interested persons may make comments on matters within the RTC Board of Commissioners' jurisdiction, but not necessarily on the current agenda.

No action can be taken on any matter discussed under this item, although the RTC Board of Commissioners can direct that it be placed on a future agenda.

Respectfully submitted,

DocuSigned by:

 426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mld

*RTC Item #1
April 9, 2020
Non-Consent*

Items 2 and 5 through 19 are items for possible action. Items 1, 3, 4, and 20 are discussion items and no action can be taken. Please be advised that the Regional Transportation Commission of Southern Nevada has the discretion to take items on the agenda out of order, combine two or more agenda items for consideration, remove an item from the agenda or delay discussion relating to an item on the agenda any time.

1. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION: No action can be taken on any matter discussed under this item, although the Commission can direct that it be placed on a future agenda.
2. APPROVE THE AGENDA (FOR POSSIBLE ACTION)
3. RECEIVE THE CHIEF EXECUTIVE OFFICER'S REPORT
4. RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT

CONSENT AGENDA (ITEMS 5 THROUGH 13)

*All items marked with asterisks (**) are considered by the Regional Transportation Commission of Southern Nevada to be routine and may be acted upon in one motion. However, the Commission may discuss any consent item individually if requested by a Commission member or a citizen when the consent agenda is considered for approval.*

MINUTES

- **5. APPROVAL OF MINUTES: Meeting of March 12, 2020 (FOR POSSIBLE ACTION)
-

METROPOLITAN PLANNING ORGANIZATION

Planning

- **6. RECEIVE NOTIFICATION THAT THE MONTHLY CAPITAL PROJECT TRACKING REPORT AND THE UNIFIED PLANNING WORK PROGRAM PROJECT ACTIVITY STATUS REPORT HAVE BEEN POSTED TO THE RTC'S WEBSITE (FOR POSSIBLE ACTION)
-

ADMINISTRATION AND FINANCE

Purchasing

- **7. APPROVE AMENDMENT NO. 4 TO CONTRACT 15-069DS, DESIGN SERVICES FOR THE COMPRESSED NATURAL GAS (CNG) FUELING INFRASTRUCTURE UPGRADES PROJECT, WITH FUEL SOLUTIONS, INC. FOR ADDITIONAL DESIGN SERVICES IN PHASE B AND INCREASE THE NOT-TO-EXCEED CONTRACT FROM \$1,466,608.00 TO \$1,536,440.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT (FOR POSSIBLE ACTION)
- **8. APPROVE THE AWARD OF BID NO. 17-053CON, COMPRESSED NATURAL GAS (CNG) DETECTION SYSTEM IMPROVEMENTS AT INTEGRATED BUS MAINTENANCE FACILITY (IBMF) AND SUNSET MAINTENANCE FACILITY (SMF) PROJECT, TO THE

LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, SLETTEN CONSTRUCTION OF NEVADA, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$2,794,427.00, INCLUSIVE OF A \$175,000.00 OWNER-CONTROLLED ALLOWANCE AND A \$75,000.00 PERMIT ALLOWANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

- **9. APPROVE THE AWARD OF BID NO. 19-020CON, LAS VEGAS BOULEVARD MAX STATIONS ADA IMPROVEMENTS, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, RM CONTRACTING, LLC, IN THE NOT-TO-EXCEED AMOUNT OF \$670,650.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)
- **10. APPROVE A PURCHASE ORDER FOR PROJECT NO. 20-037 TO DYNTEK SERVICES, INC. FOR THE PURCHASE OF HARDWARE EQUIPMENT IN THE NOT-TO-EXCEED AMOUNT OF \$527,269.00 AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

Finance

- **11. APPROVE AND ADOPT RESOLUTION 576 REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS ISSUE REVENUE REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED (100) MILLION DOLLARS FOR THE PURPOSE OF REFUNDING A PORTION OF THE CLARK COUNTY, NEVADA SALES AND EXCISE TAX REVENUE (STREETS AND HIGHWAYS PROJECTS) IMPROVEMENT BONDS, SERIES 2010C (TAXABLE DIRECT PAY BUILD AMERICA BONDS); AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)
- **12. ADOPT AND AUTHORIZE THE CHAIRMAN TO SIGN THE FEDERAL TRANSIT ADMINISTRATION FEDERAL FISCAL YEAR 2020 ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES (FOR POSSIBLE ACTION)

Administration

- **13. APPROVE A SETTLEMENT WITH CE MOBILE INSTALLS IN THE AMOUNT OF \$153,500.00 AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

****END OF CONSENT AGENDA****

METROPOLITAN PLANNING ORGANIZATION

Planning

- 14. DETERMINE A TRANSPORTATION PLANNING EMERGENCY FOR THE CONSIDERATION OF REGIONAL TRANSPORTATION PLAN AMENDMENTS 19-27 AND 20-02 (FOR POSSIBLE ACTION)
- 15. APPROVE AMENDMENT CLARK 19-27 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)
- 16. APPROVE AMENDMENT CLARK 20-02 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

ADMINISTRATION AND FINANCE

Finance

17. RECEIVE INFORMATION ON THE MAY 2020 RTC BOARD OF COMMISSIONERS MEETING AND DIRECT STAFF ACCORDINGLY (FOR POSSIBLE ACTION)
18. RECEIVE A PRESENTATION ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021 AND DIRECT THE RTC DEPARTMENT OF FINANCE TO SUBMIT THE TENTATIVE BUDGET TO THE NEVADA DEPARTMENT OF TAXATION BY APRIL 15, 2020, AS REQUIRED UNDER NEVADA REVISED STATUTE (NRS) 354.596 (FOR POSSIBLE ACTION)

Government Affairs

19. RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARD A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)

CITIZENS PARTICIPATION

20. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION: No action can be taken on any matter discussed under this item, although the Commission can direct that it be placed on a future agenda.

During the initial Citizens Participation, any citizen in the audience may address the Board on an item featured on the agenda. During the final Citizens Participation, any citizens in the audience may address the Board on matters within the Board's jurisdiction, but not necessarily featured on the agenda. No vote can be taken on a matter not listed on the posted agenda; however, the Commission can direct that the matter be placed on a future agenda.

Each citizen must be recognized by the Chair. The citizen is then asked to approach the microphone at the podium, to state his or her name, and to spell the last name for the record. The Chair may limit remarks to three minutes' duration, if such remarks are disruptive to the meeting or not within the Commission's jurisdiction.

The Regional Transportation Commission keeps the official record of all proceedings of the meeting. In order to maintain a complete and accurate record, copies of documents used during presentations should be submitted to the Recording Secretary.

The Regional Transportation Commission appreciates the time citizens devote to be involved in this important process.

In compliance with Nevada Revised Statute 241.035(4), the Regional Transportation Commission of Southern Nevada shall create an audio and/or video recording of the meeting and retain such recording(s) for the required period of time.

The meeting room is accessible to the disabled. Assistive listening devices are available for the hearing impaired. A sign language interpreter for the deaf will be made available with 48 hours advance request to the Regional Transportation Commission offices.

Phone: 702-676-1500 TDD: 702-676-1834

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: CHIEF EXECUTIVE OFFICER'S REPORT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE THE CHIEF EXECUTIVE OFFICER'S REPORT		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this item is to briefly discuss issues of interest to the Regional Transportation Commission of Southern Nevada Board of Commissioners.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mld

***RTC Item #3
April 9, 2020
Non-Consent***

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this item is to briefly discuss issues of interest to the Regional Transportation Commission of Southern Nevada.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mld

***RTC Item #4
April 9, 2020
Non-Consent***

MINUTES
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
MARCH 12, 2020

These minutes are prepared in compliance with NRS 241.035. Text is in summarized rather than verbatim format. For complete contents, please refer to meeting recordings on file at the Regional Transportation Commission.

**THIS MEETING WAS PROPERLY NOTICED AND POSTED
IN THE FOLLOWING LOCATIONS ON MARCH 5, 2020**

Clark County Government Center
500 S. Grand Central Pkwy.
Las Vegas, NV 89155

City of Henderson
Office of the City Clerk
240 Water Street
Henderson, NV 89015

CC Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89155

RTC
600 S. Grand Central Pkwy.
Las Vegas, NV 89106

RTC Website
www.rtcnv.com

Nevada Public Notice
<https://notice.nv.gov>

CALL TO ORDER

Mr. Larry Brown, Chair, called the meeting to order at 9:07 a.m. in the Commission Chambers of the Clark County Government Center.

MEMBERS PRESENT:

Larry Brown, Chair, Clark County
Debra March, Vice-Chair, City of Henderson
Stavros Anthony, City of Las Vegas
Isaac Barron, City of North Las Vegas
George Gault, City of Mesquite
Jim Gibson, Clark County
Carolyn Goodman, City of Las Vegas
Kiernan McManus, City of Boulder City
Kristina Swallow, Nevada Department of Transportation (*ex-officio*)

MEMBERS ABSENT:

None

RTC STAFF:

M.J. Maynard, Chief Executive Officer
David Swallow, Deputy Chief Executive Officer
Francis Julien, Deputy Chief Executive Officer
Greg Gilbert, Outside Legal Counsel
Aileen Pastor, Advertising and Creative Supervisor
Marin DuBois, Management Analyst

INTERESTED PARTIES:

Patricia Anderson
Charleson Eberhardt
Robert Herr, City of Henderson
Robin Kincaid
Cezar Mendoza
Rita Varney
Stephanie Vrsnick

RTC Item #5
April 9, 2020
Consent

Item:
1. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION
Comments: No comments were made.
Motion: No motion was necessary.
Vote/Summary: No vote was taken.

Item:
2. APPROVE THE AGENDA (FOR POSSIBLE ACTION)
Comments: No comments were made.
Motion: Commissioner Jim Gibson made a motion to approve the agenda.
Vote/Summary: 8 Ayes. 0 Nays. The motion carried. Ayes: Stavros Anthony, Isaac Barron, Larry Brown, George Gault, Jim Gibson, Carolyn Goodman, Debra March, Kiernan McManus Nays: None Absent: None

Item:
**3. RECEIVE THE CHIEF EXECUTIVE OFFICER'S REPORT
Comments: Following a detailed PowerPoint presentation [attached], Ms. M.J. Maynard, Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), began the item by bringing attention to the 2020 Census count initiative that kicked off the day of the meeting. She recognized RTC contractors (Keolis, MV Transportation and Vector Media) that donated resources to help promote the census. She urged the public to complete the census form, emphasizing the importance of how census data affects healthcare and education funding. Next, Ms. Maynard invited Mr. Cezar Mendoza, MV Transportation, to the podium to be recognized. Ms. Maynard highlighted Mr. Mendoza's 14-year career with the organization. She extended congratulations and invited him to speak. Mr. Mendoza expressed thanks for the opportunity and the experience. Ms. Maynard moved on to recognize another contract operator, Mr. Charleston Eberhardt, Keolis. She anecdotally credited Mr. Eberhardt with helping law enforcement in finding a missing child and thanked him for his actions and service. Mr. Eberhardt spoke and expressed his thanks and urged those present to "do the right thing" regardless of recognition. Next, Ms. Maynard announced that local jurisdiction partners had finished construction of all 225 projects funded by Fuel Revenue Indexing (FRI) 1. She thanked the public works directors and staff for their time and effort in helping reduce congestion, increase capacity, and enhance public safety. Additionally, she recognized Mr. John Peñuelas, Senior Director of Engineering for the RTC, and Mr. Joe Damiani, Manager of Engineering for the RTC, for moving this program along to the benefit of residents and visitors.

Motion:

No motion was necessary.

Vote/Summary:

No vote was taken.

Item:

****4. RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR'S REPORT**

Comments:

Following a detailed PowerPoint presentation [attached], Ms. Kristina Swallow, Director for the Nevada Department of Transportation (NDOT), began by giving a safety update. She reported that roadway fatalities for the previous two months saw an increase over the same period in 2019, noting that there were eight more than 2019. Additionally, pedestrian fatalities were slightly higher than the previous year.

Ms. Swallow conceded that only reporting the numbers each month was not as impactful as she had hoped, so she would be sharing brief stories of those impacted in addition to the safety data. She then briefly recounted a recent pedestrian fatality and its impact to that family and the community. Continuing, she invited everyone to attend an event where a film dedicated to those impacted by these types of incidents, which was created by an NDOT photographer, would be presented along with a panel of parents and family affected by a pedestrian fatality. This is being done in coordination with Vision Zero.

Next, Ms. Swallow announced that the Interstate-15 (I-15) and CC-215 interchange project is starting in the northeast valley. Two ramp connections will be added to ensure faster, more efficient access to I-15. This will also improve access to a number of roads and will be a significant improvement for the system-to-system interchange. Also, she continued, the CC-215 beltway will be widened from four lanes to six lanes in this area. Estimated completion of the project is late 2022. The groundbreaking is scheduled for March 26, 2020.

Another major project coming up, Ms. Swallow continued, is a roughly five-mile stretch of I-15 that will be repaved around the Mesquite area. This will be a mill and overlay in both directions, and the freeway bridge decks will be repaired at Exit 118 and Exit 120. New signage, drainage, and lighting is included. This project is estimated to be completed late fall 2020.

Next, Ms. Swallow described and shared a short video pertaining to the Active Traffic Management (ATM) sign project. She explained that the system works by alerting the public of merging, lane openings and closures, and speed changes. These signs will be used to help guide the public around incidents, but they will also be used in times when there are no incidents to passively adjust speed limits based on shared speeds on the road. Signs are expected to go live later in the month of March 2020. Ms. Swallow offered for NDOT staff to present the information to any boards or councils to share this information with constituents.

Lastly, Ms. Swallow brought attention to Nevada Moves Day, which is March 18. More than 40 schools in Clark County planned to participate, and walking and bicycling events are planned throughout the state. The intent of the event is to help everyone understand how to safely use the roads, whether walking or bicycling. She noted that Dondero Elementary will have their after-school event on March 20, 2020. Ms. Swallow said everyone is welcome to participate and she could help make the connection with a school or public entity holding an event for anyone interested.

Vice-Chair Debra March expressed her documented concerns as Mayor of Henderson regarding NDOT's plans to combine two interchanges along I-15 into one single interchange. She stated that this project threatens the economic development of the region because it disregards approved regional transportation plans. She requested a re-evaluation of the decision or even a pause of the project to address these concerns. Vice-Chair March stressed the need to communicate changes that may affect other regions before embarking on new paths. She asked Chair Larry Brown to allow City of Henderson (Henderson) Chief Infrastructure Officer and Assistant City Manager, Mr. Robert Herr to provide an update pertaining to this matter.

Mr. Herr began by saying Henderson was notified in October 2019 of a letter sent by NDOT to the Federal Highway Administration (FHWA) to begin a process to look at combining two proposed interchanges into a single interchange. The two proposed interchanges would be at the Sloan interchange and what Henderson calls "Via Nobila". These interchanges were part of an environmental impact study conducted in 2009. West Henderson transportation and land use plans were, subsequently, built around these proposed interchanges since that time. Mr. Herr said that during recent meetings with NDOT, it was confirmed that a single interchange plan was still moving forward, with much of the justification based on outdated information. He noted that the regional transportation model in the area does not reflect the development shown in the existing Henderson land use plan. The model is in the process of being updated.

Mr. Herr said the present goal was to ask NDOT to recognize the projects planned by Henderson with reliance on the two proposed interchange locations. He brought attention to businesses moving to the region, including Haas Automation, and the impact a single-location interchange would have on commercial industrial development in the area. He explained that commercial and residential traffic being combined would be problematic. He urged that a better line of communication be open with NDOT for further discussion and understanding. Lack of communication and a unilateral decision for a single interchange, as a letter of response from NDOT saying the single interchange concept is still proceeding, is what brought Mr. Herr forward at this meeting to express concerns.

In response, Commissioner Jim Gibson spoke, saying the plan to have industrial development in West Henderson began when he was still mayor in Henderson. Then, he was tasked with presenting arguments to congress. The consensus at the time was that I-15 would function better if residential (likely northbound) and commercial traffic (likely southbound) were separated before reaching I-15. Tentative approval and agreement saw plans form around this idea, but progress was slow. Currently, Commissioner Gibson said, surface traffic is not the only concern. The asset of I-15 must be considered. He said the hope is to initiate discussions that need to be had but have not yet materialized between Henderson and NDOT. He encouraged NDOT to take a closer look for better discussion.

Ms. Swallow rejoined the conversation by saying, typically, when an older document is relevant to a newer plan, that document will be re-evaluated. Reaching out to the FHWA is part of that process. Sometimes, nothing has changed. Other times, things have changed since the document was created. She clarified that the process is in the initial phase to evaluate and update the environmental document. Ms. Swallow said NDOT is also committed to working with Henderson to determine the best solution to maintain and manage throughput on I-15 as well as meeting Henderson's needs. She noted if the Regional Transportation Commission of Southern Nevada (RTC) model does not have updated information, this provides a challenge as NDOT uses the RTC model. She said she understands Henderson is working on providing additional information. This updated information can be used in the NDOT analysis.

Chair Brown asked if that meant things were paused or if things were still being driven forward at the federal level. To this, Ms. Swallow said the NDOT consultant is looking at what an option could look like with one interchange. More information would be needed to define what it would look like with two interchanges. She noted a balance between this and the need to assess how facilities would accommodate high-speed rail. NDOT is awaiting information from Henderson, but currently NDOT is looking at a single-interchange scenario in preparation.

Commissioner Gibson voiced concern that NDOT is paying a consultant to look at a single-interchange scenario. He said there is likely not a “set of circumstances in the world” where Henderson would agree with this scenario. He cited the previously mentioned Haas Automation. The decision for Haas Automation to move to the region was semi-reliant on the models and plans that include the two access points to I-15 for the area. Construction is already planned for the coming months. Commissioner Gibson asked for clarification regarding why NDOT would commit and commission someone to design something that is completely objectionable to the local jurisdiction before working through related issues. He stated that it should not matter that high-speed rail is coming through. It is required to accommodate whatever is in place. At this point, he said, it feels like a predetermined outcome is already moving forward with design already underway. This is a real concern.

Ms. Swallow responded by saying, in regards to high-speed rail, NDOT is not trying to limit high-speed rail’s costs, but rather mitigate NDOT’s costs. It is imperative to identify as much information that may affect this. That was the only reason she mentioned high-speed rail. She clarified that if high-speed rail is built before the interchange(s), NDOT would have to work around it. Ms. Swallow added that when the environmental assessment was reviewed, there were two significant changes since 2008 – the Duck Creek Detention Basin and Speed Vegas. As such, these were not included in the original document. These impacted how NDOT proceeded. Ms. Swallow reiterated that this was still just the first stage of the environmental assessment document process and was not a design phase. Henderson and community considerations will still be made. She noted that NDOT does not have traffic data, as it was not in the RTC model for Henderson’s plans. She said NDOT relies on that RTC model.

Chair Brown advised to “put the pause on,” saying this was reminiscent of past situations where NDOT made decisions for Southern Nevada without really considering the true impact. He said that time has passed. It is his impression that NDOT jumped the gun and there are concerns. He stated that the role of NDOT is to make sure it is working with partners in Southern Nevada rather than imposing NDOT decisions. He encouraged Ms. Swallow to pause and communicate with Henderson. He counseled NDOT to not focus on costs, as money is available through options like Fuel Revenue Indexing, Southern Nevada, and NDOT.

Motion:

No motion was necessary.

Vote/Summary:









No vote was taken.













CONSENT AGENDA (ITEMS 5 THROUGH 49)












All items marked with asterisks (**) are considered by the Regional Transportation Commission to be routine and may be acted upon in one motion. However, the Regional Transportation Commission may discuss any consent item individually if requested by a Commission member or a citizen when the consent agenda is considered for approval.

**5. APPROVAL OF MINUTES: Meeting of February 13, 2020 (FOR POSSIBLE ACTION)

**6. ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR

	POSSIBLE ACTION)
**7.	RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)
**8.	APPROVE REVISIONS TO UNIFORM STANDARD DRAWINGS WITH RESPECT TO CURRENT ACCESSIBILITY BEST PRACTICES WITHIN THE RIGHT-OF-WAY (FOR POSSIBLE ACTION)
**9.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA PROJECT 144AG-FTI2; ADAPTIVE SIGNAL PILOT PROJECT (FOR POSSIBLE ACTION)
**10.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 135AH-FTI2; ARTERIAL RECONSTRUCTION: 2019 CLARK COUNTY, RUSSELL ROAD AND EASTERN AVENUE CONSTRUCTION (FOR POSSIBLE ACTION)
**11.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 FOR CLARK COUNTY PROJECT 010N-FTI2; RAINBOW BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)
**12.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 147C-FTI2; CACTUS AVENUE, VERONA WOOD STREET TO POLARIS AVENUE (FOR POSSIBLE ACTION)
**13.	APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 TO INCREASE FUNDING FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CLARK COUNTY PROJECT 099C-MVFT; HOLLYWOOD BOULEVARD, CHARLESTON BOULEVARD TO LAKE MEAD BOULEVARD (FOR POSSIBLE ACTION)
**14.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 089P-FTI2; LAS VEGAS BOULEVARD, STEWART AVENUE TO SAHARA AVENUE (FOR POSSIBLE ACTION)
**15.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 223L-FTI2; INTERSECTION IMPROVEMENT PROGRAM: CHARLESTON BOULEVARD AT WESTWIND ROAD AND UPLAND BOULEVARD (FOR POSSIBLE ACTION)
**16.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 235A-FTI2; 8TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)
**17.	 APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 236A-FTI2; IMPERIAL AVENUE, COMMERCE STREET TO 3RD STREET (FOR POSSIBLE ACTION)
**18.	APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING FOR RIGHT-OF-WAY FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 228A-MVFT;

CITYWIDE TRAFFIC ENGINEERING DESIGN SERVICES (FOR POSSIBLE ACTION)	
	**19. APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF NORTH LAS VEGAS PROJECT 176J-FTI2; DOWNTOWN COMPLETE STREETS AND PEDESTRIAN IMPROVEMENTS (FOR POSSIBLE ACTION)
	**20. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR CITY OF BOULDER CITY PROJECT 175T-MVFT; NEIGHBORHOOD REHABILITATION: FISCAL YEAR 2020 CITY OF BOULDER CITY MAINTENANCE TO AMERICAN PAVEMENT PRESERVATION FOR \$439,919.49 (FOR POSSIBLE ACTION)
	**21. RECEIVE A REPORT OF AWARD OF BID FOR CONSTRUCTION FROM QUESTION 10 FUNDS FOR CITY OF LAS VEGAS PROJECT 215A-Q10; CC-215 BELTWAY TRAIL, CENTENNIAL PARKWAY TO DECATUR BOULEVARD TO CMMMC, LLC, DOING BUSINESS AS MULLER CONSTRUCTION, IN THE AMOUNT OF \$3,574,945.41 (FOR POSSIBLE ACTION)
	**22. APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 002AB-FTI; EASTERN AVENUE, WARM SPRINGS ROAD TO DESERT INN ROAD (FOR POSSIBLE ACTION)
	**23. APPROVE THE FINAL REPORT FOR REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA PROJECT 003X-FTI; MARYLAND PARKWAY, STEWART AVENUE TO RUSSELL ROAD (FOR POSSIBLE ACTION)
	**24. APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 003Y-FTI; MARYLAND PARKWAY, RUSSELL ROAD TO TWAIN AVENUE (FOR POSSIBLE ACTION)
	**25. APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 006J-FTI; TROPICANA AVENUE, HUALAPAI WAY TO FORT APACHE ROAD (FOR POSSIBLE ACTION)
	**26. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 009M-FTI; CHARLESTON BOULEVARD, RANCHO DRIVE TO MARTIN L. KING BOULEVARD (FOR POSSIBLE ACTION)
	**27. APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 010M-FTI; RAINBOW BOULEVARD, ERIE AVENUE TO BLUE DIAMOND ROAD (FOR POSSIBLE ACTION)
	**28. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 051Q-FTI; LAKE MEAD BOULEVARD BETWEEN COMSTOCK DRIVE AND STELLA LAKE STREET AND HUALAPAI WAY AT CRESTDALE LANE TRAFFIC SIGNAL IMPROVEMENTS (FOR POSSIBLE ACTION)
	**29. APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 076V-FTI; CLARK COUNTY 215, DECATUR BOULEVARD TO NORTH 5TH STREET (FOR POSSIBLE ACTION)
	**30. APPROVE THE FINAL REPORT FOR CITY OF NORTH LAS VEGAS PROJECT 089J-FTI; LAS VEGAS BOULEVARD, TONOPAH AVENUE TO CAREY AVENUE (FOR POSSIBLE ACTION)
	**31. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 092C-FTI; SUMMERLIN PARKWAY, CC-215 TO US-95 (FOR POSSIBLE ACTION)
	**32. APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 100D-FTI; I-215 INTERCHANGE IMPROVEMENTS (FOR POSSIBLE ACTION)

	<p>**33. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 128H-FTI AND 128H-MVFT; KYLE CANYON INTERCHANGE AT US-95 (FOR POSSIBLE ACTION)</p>
	<p>**34. APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 152D-FTI; I-15 AT STARR AVENUE INTERCHANGE (FOR POSSIBLE ACTION)</p>
	<p>**35. APPROVE THE FINAL REPORT FOR CITY OF NORTH LAS VEGAS PROJECT 173C-FTI; SAWTOOTH ROADS II (FOR POSSIBLE ACTION)</p>
	<p>**36. APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 175C-FTI; NEIGHBORHOOD REHABILITATION, GREEN VALLEY PARKWAY TO ARROYO GRANDE BOULEVARD (FOR POSSIBLE ACTION)</p>
	<p>**37. APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 176A-FTI; DOWNTOWN HENDERSON COMPLETE STREETS (FOR POSSIBLE ACTION)</p>
	<p>**38. APPROVE THE FINAL REPORT FOR REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA PROJECT 177A-FTI; INTERSTATE 11, US-95 TO HOOVER DAM BRIDGE (FOR POSSIBLE ACTION)</p>
	<p>**39. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 179A-FTI; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)</p>
	<p>**40. APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 183A-FTI; VALLE VERDE DRIVE, HORIZON RIDGE PARKWAY TO WARM SPRINGS ROAD (FOR POSSIBLE ACTION)</p>
	<p>**41. APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 187A-FTI; SHADOW LANE, ALTA DRIVE TO CHARLESTON BOULEVARD (FOR POSSIBLE ACTION)</p>
	<p>**42. APPROVE THE FINAL REPORT FOR CITY OF NORTH LAS VEGAS PROJECT 188B-FTI; TROPICAL PARKWAY, HOLLYWOOD BOULEVARD TO LINN LANE (FOR POSSIBLE ACTION)</p>
	<p>**43. APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 192B-FTI; SUNRIDGE HEIGHTS PARKWAY, EXECUTIVE AIRPORT DRIVE TO BERMUDA ROAD (FOR POSSIBLE ACTION)</p>
	<p>**44. RECEIVE NOTIFICATION THAT THE MONTHLY CAPITAL PROJECT TRACKING REPORT AND THE UNIFIED PLANNING WORK PROGRAM PROJECT ACTIVITY STATUS REPORT HAVE BEEN POSTED TO THE RTC'S WEBSITE (FOR POSSIBLE ACTION)</p>
	<p>**45. APPROVE AMENDMENT CLARK 20-01 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)</p>
	<p>**46. REVIEW AND APPROVE THE 2019 ANNUAL REPORT OF THE CONGESTION MANAGEMENT PROCESS (FOR POSSIBLE ACTION)</p>
	<p>**47. APPROVE AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT NO. 20-032 WITH THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY, TO ADD THE NOT-TO-EXCEED AMOUNT OF \$3,272,760.00, FOR A REVISED TOTAL NOT-TO-EXCEED AMOUNT OF \$16,144,890.00, EFFECTIVE UPON APPROVAL THROUGH JUNE 30, 2020, CONTINGENT UPON THE STATE'S FINAL APPROVAL OF THE AMENDMENT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT (FOR</p>

POSSIBLE ACTION)
**48. APPROVE THE UTILIZATION OF THE STATE OF NEVADA'S AGREEMENT WITH REBEL OIL COMPANY, INC., AS A RESULT OF ITS REQUEST FOR QUALIFICATIONS NO. 99SWC-S818, FOR THE RTC'S PROJECT NO. 20-033, BULK FUEL PURCHASE AND DELIVERY SERVICE CONTRACT, IN THE NOT-TO-EXCEED AMOUNT OF \$8,480,054.00 FOR THE PERIOD FROM FEBRUARY 1, 2020 TO JANUARY 31, 2024, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)
**49. APPROVE AN AMENDMENT TO THE RTC'S PROCUREMENT POLICY AND PROCEDURES THAT ADDRESSES POLICIES REQUIRED BY FEDERAL LAW, INCREASES THE THRESHOLD LIMITS FOR AUTHORITY TO APPROVE CONTRACTS TO \$100,000.00, AND MODIFIES COMPETITIVE PROCUREMENT MONETARY THRESHOLDS (FOR POSSIBLE ACTION)
Comments: No comments were made.
Motion: Commissioner Jim Gibson made a motion to approve the agenda.
Vote/Summary: 8 Ayes. 0 Nays. The motion carried. Ayes: Stavros Anthony, Isaac Barron, Larry Brown, George Gault, Jim Gibson, Carolyn Goodman, Debra March, Kiernan McManus Nays: None Absent: None

Item: 50. RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARD A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)
Comments: Ms. M.J. Maynard, Chief Executive Officer for the Regional Transportation Commission of Southern Nevada, remarked that there were not any issues to discuss under this item.
Motion: No motion was necessary.
Vote/Summary: No vote was taken.

Item: 51. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION: No action can be taken on any matter discussed under this item, although the Commission can direct that it be placed on a future agenda.
Comments: Chair Larry Brown opened the floor to public comment. He first called on Ms. Patricia Anderson, who made the following comments: <i>Good morning everyone. I'm Patricia Anderson. There's a lot going on. As you know, I ride the bus. People feel that it's a free bus, and it's not. I've been observing and writing down. Between the drinks, what have you, and eating on the bus. Expired bus passes. There's a lot happening. They're</i>

disrespectful to the bus driver. I feel that when they get to the time point, they need to have 25 minutes, what have you, to unwind. Because, I live on Decatur, and Decatur goes up to 215. I feel that they don't need to do a turnaround right quick. It's not fair to them. You try to get to the passengers, but they don't care. Let's not go with this passenger business. I know you want to have teams on time, but the passengers are not there. The Lake Mead bus needs a double decker. It's very, always crowded. I know if they don't have a bus, they have to do what they have to do. But the buses are very crowded. So, they really need a double decker bus. If you can. If you can't, I understand. You know, there's dogs on the bus. That's another thing. Last week, this big, big dog...they should not be on the bus. There should be a certain amount. All these dogs come on the bus. They shouldn't be there. There's too many dogs. He was so big, people were afraid to get on the bus. But we got on the bus. And a lot of times these dogs, they have...they're not clean, and what have you. Some dogs are not clean. So, quite naturally, you don't know germs and stuff. This is why we say again. I've observed, and I'll try to make the next meeting if I can. I just say again, we need to turn around again and have stricter rules. If you don't have your fare, you do not ride. That's my opinion.

Next, Chair Brown called on Ms. Stephanie Vrsnick, who made the following comment:

Good morning commissioners. My name is Stephanie Vrsnick. I'm speaking before you for the 25th time. I've been asking this commission to expand the service area for over two years. I'm here testifying on behalf of my son who has a disability and no access to transportation to get to work except for me. We live a half a mile outside the service area. Typically, my day begins by taking my son to the commissary on the days at 6:15 in the morning. Then coming home and getting ready for work. In the afternoon, paratransit picks up my son from the commissary and takes him to the Centennial Hills library. I leave work to pick up my son from the library. Take him home, which is approximately a seven-minute drive to my home. Then I go back to work. Last month, I asked this commission to put on the agenda a premium service plan. I asked the commissioners to take the lead on this and design a plan that would give people with disabilities the option to pay a premium price to receive transportation. At least it would be an option for some members of our community who is willing to pay a reasonable premium rate for paratransit services. When the agenda came out on Monday, I was disappointed that I didn't see anything referring to a premium service plan. I'm not sure what the purpose is to testify and ask for an item to be on the agenda when it's basically ignored. Isn't public comment supposed to be for citizens of this community to speak on their concerns, ideas, or solutions? I testify each month, and it's very frustrating when I ask for a possible solution and nothing happens. So, I'm asking this commission once again to please put a premium service plan on next month's agenda so it can be voted on and we can have an option. As I mentioned in the beginning of my testimony, I have been asking for over two years to get transportation for my son. Until we expand the service area, this is my only option. Just a reminder, paratransit is supposed to provide transportation its the most vulnerable members in the community. It's not intended to be a profit entity. Paratransit service is an unfunded mandate. Give members in the community this option. In closing, recently I made several public records requests. I am asking that the public correspondence, which I have right here, be entered into public record along with my testimony. Thank you.

Then, Chair Brown called on Ms. Rita Varney, who made the following comment:

My name's Rita Varney. Before I start my testimony, I'd like to make two comments about previous discussions you've had here. First of all, I'm glad there's plenty of money. Because I'm going to mention this later. And another thing, the discussion of the location of the land you're discussing, none of that is within the paratransit or the RTC service area, too. So, you might want to put that in a plan too. My name's Rita Varney, I have testified in front of this committee on numerous occasion regarding the need for an extended service area for RTC and paratransit. I have recently been able to meet with some community leaders and RTC management regarding my concern with the lack of the response to

the requests we have made each month to this committee. I have to say that I left meeting with hope. It is difficult to speak at these monthly meetings and never be able to hear a response to actual questions and pleas that we have. I now know that I am being heard, because I looked into the faces and the eyes of those people. I'm also very aware that they have to look into my face and my eyes every month. I will hold them to the conversations that we had towards an improvement in the near future. I'm encouraged by RTC reaching out to the community through social media for input. I've been reading all of the responses, and I see that it isn't just the few in this room that are having issues with lack of service area. That seems to be the number one complaint following the actual safety of the transit passengers. Budget and money seem to be at the beginning and the end of every conversation when it comes to this topic. This is not a profit-making enterprise and should never be handled as such. As we see things being built all over our city with city and county funds, I have also learned that funds are being moved all the time for these projects. I think it's time for finding funds for required transportation services are more important. Tourists are benefiting from new arches, costing millions, welcoming them to downtown Vegas while we are still talking to you each month about basic services in our city's transportation. Increasing the service area to prior extended area is needed immediately. Increasing the service area to be able to offer anyone living in outlying areas should be a goal. Vegas is building out. So should services.

Chair Brown called on Ms. Robin Kincaid, who made the following comment:

Good morning. My name is Robin Kincaid, and this is the 19th time I've come before the commission regarding the need to change paratransit service area back to the 2011 configuration. I come to you today as a parent of a young adult who lives in the service area but cannot access business essential services or friends that are located outside the service area. My daughter was actually recently invited to a social function and actually had to decline the social function and the invitation because the family hosting the event did not live in the service area. If you've ever been around or had a young adult with disabilities, these opportunities are so limited. Creating networks of friends and things like that. This really affects the ability to do that. So, transportation and mobility play key roles in the struggle for civil rights and equal opportunity for the disability community. Affordable and reliable transportation allows people with disabilities access to important opportunities in education, employment, health care, housing, and community life. In previous meetings, we've had some discussions regarding the financial picture at the RTC. Contributing to that dim picture has been related to ventures like the Trip to Strip program. The program was never approved by the Nevada Transit Authority and should never have been attempted without submitting an application and receiving approval from the transit authority. I would like to submit the invoices that are part of that that I've received through the public information request. And I'm asking that they be part of the record today. I have additional questions that I have submitted to understand why ventures such as the Trip to Strip occur and thousands of promotional materials that were printed are now sitting in a warehouse. The RTC still does not have a process in place to make changes to the fixed route, which directly affect the paratransit service area. RTC continues to struggle with on time pickups within the 30-minute window, excessive ride lengths. I experienced that last night, by the way. It was almost two-and-a-half almost three hours my daughter was on the bus. And difficulty with keeping the RideCheck system operating. I have lots of difficulties. Obviously, there must have been some changes with that as well in the RideCheck. Once again, if a community, if we're going to embrace growth, we have to find a way to meet the needs of persons with disabilities. It is essential that we re-visit the configuration of the service area and determine how we can reconfigure the shape of the map to eliminate the inlets that contain essential services. As the valley expands, the access for persons with disabilities continues to shrink in comparison. This results in fewer choices and opportunities for persons with disabilities. In conclusion, I urge you to use some problem-solving strategies to resolve the many concerns that have been brought to you so that

individuals with disabilities will have the opportunities to be part of their community and receive the equal access just like all of you have every day. Thank you.

Motion:

No motion was necessary.

Vote/Summary:

No vote was taken.

ADJOURNMENT

The meeting adjourned at 9:58 a.m.

Respectfully submitted,

DocuSigned by:

Marin DuBois

67F25985C7F8458...

Marin DuBois, Recording Secretary

DocuSigned by:

Marek Biernacinski

26AA405162134B0...

Marek Biernacinski, Transcription Secretary

March 12, 2020

Good Morning Commissioners,

My name is Stephanie Vrsnik and I am speaking before you for the twenty fifth time. I've been asking this Commission to expand the service area for over 2 years!

I am here testifying on behalf of my son, who has a disability and has no access to transportation to get to work except for me. We live ½ mile outside the service area. Typically, my day begins with taking my son to the commissary on the base at 6:15, then come home and get ready for work, in the afternoon Paratransit picks up my son from the commissary and takes him to the Centennial Hills library. I leave work to pick up my son from the library and take him home which is approx. a 7-minute drive to my home. Then I go back to work.

Last month I asked this commission to put on the agenda a premium service plan. I asked the Commissioner's to take the lead on this and design a plan that would give people with disabilities the option to pay a Premium price to receive transportation. At least it would be an option for some members of our community who is willing to pay a reasonable premium rate for para-transit service.

When the agenda came out on Monday, I was disappointed that I didn't see anything referring to a Premium Service Plan. I not sure what the purpose is to testify and ask for an item to be on the agenda then it's basically ignored. Isn't public comment suppose to be for citizens of this community to speak on their concerns, ideas, or solutions?

I testify each month and it is very frustrating when I ask for a possible solution and nothing happens. So, I am asking this commission once again to please put a Premium Service Plan on next month's agenda, so it can be voted on and we can have an option. As I mentioned in the beginning of my testimony, I have been asking for over two years to get transportaton for my son, until we expand the service area this is my only option.

Just a reminder, Paratransit is supposed to provide transportation to its most vulnerable members in the community, it's not intended to be a for profit entity. Para-transit service is an unfunded mandate. Give members in the community this option.

Recently I have made several Public Records Request, I am asking that the correspondence which I have right here be entered into public record along with my testimony.

Stephanie Vrsnik
702-768-8754



REGIONAL TRANSPORTATION COMMISSION
Public Records Request Form

Public Records Must Not Be Removed From the Purchasing and Contracts or any Other RTC Office

Instructions: Requestor must fill out and sign the top portion of this form and e-mail to: publicrecordsrequest@rtcnev.com, or fax to (702) 676-1995. You will be contacted by the appropriate RTC department to complete your request.

Requestor: Stephanie Vrsnik Date: January 7, 2020 Telephone No: 702-768-8754
Address: 6326 Rio Camuy Ave. City: Las Vegas State: NV Zip: 89131

If you have already made a verbal request of a RTC staff member, please indicate who you spoke with:
How should we contact you? dvascension@cox.net

I hereby request the following RTC public records be (mark one):

- A. Made available for my review (no cost)
B. Copied (charges specified below)
C. E-mailed to (no cost): dvascension@cox.net
D. Faxed to (no cost):

Records requested: See below

If this is a request for FAST Timing Data, please include: Day of week, time of day, and exact signalized street names in your request.
As a member of the public, I am requesting RTC's written policy or procedures and step by step process on the following:
How is the decision made on establishing a fixed route? How is the public's input collected and used? How often is a new fixed route established? Please explain and provide written documentation on how the inlet areas are either in the service area or out of the service area. Please provide financial documentation on the cost of a new fixed route.

I understand there is a charge for copies of public records. If the request is extraordinary, I understand that I will be charged the staff labor cost per hour, and/or for the actual cost of technological resources, in addition to the medium cost. Further, I understand that if the estimated cost of the copies I have requested is \$25 or more, I will be required to pay in full prior to reproduction. Materials will be held for 14 calendar days. If not retrieved, I will be charged in full for the second reproduction, in addition to the original charges imposed. Payment will be forfeited if material is not retrieved. No personal checks will be accepted.

Signature: Stephanie Vrsnik

This form is a public record, and will be retained for a period of one year from creation.

RTC Staff to complete this section:

Type of Request: Routine [] Multi-Departmental [] Extraordinary []
Request received from: RTC Staff [] Public []
Type of Medium: USB - \$5.00 [] CD - \$1.00 [] Paper - \$.10 per standard page []
E-mail - Free [] Fax - Free []

Calculation of charges:
Number of copies: _____ x (medium): \$ _____ = \$ _____

If an Extraordinary request:
Number of staff hours: _____ x (rate) \$ _____ * = \$ _____
Type of Medium: _____ x (cost) \$ _____ = \$ _____
TOTAL CHARGE \$ _____

* The staff labor rate will vary from \$25.80 per hour to \$65.38 per hour, effective until 7/12/19; thereafter, rates are subject to increase.

The RTC will supply new product medium, and will not accept medium from the public to use for the request to prevent the risk of damage to RTC equipment.

Staff notes:

Completion Date: _____ by _____ (initials) Date picked up: _____



Regional Transportation Commission of Southern Nevada
600 S. Grand Central Pkwy., Suite 350 · Las Vegas, NV 89106 · 702.676.1500

FIXED ROUTE PUBLIC RECORDS REQUEST:

Process

The RTC follows industry best practices when seeking to analyze a potential new route. Criteria include but are not limited to:

- Population and Employment within ½ mile of a new route
 - Totals and density
- Connectivity improvements to other fixed routes for overall enhanced mobility
- Service hour cost
- Paratransit cost
- Overall cost effectiveness (ranking and prioritization)

Decision Making

Fixed route improvements are analyzed on an annual basis and originate from long range plans. If a route is determined to meet the criteria for addition, it is ranked among other areas of need. A budgetary ask is determined and compared against available finances in both the immediate and long term. If all of these criteria are met, a fixed route may be implemented. Improvements are often phased in as segments become viable rather than added wholesale.

Frequency of Implementation

There is no specific policy on how often to implement a new fixed route.

Cost

Cost for fixed route service is based on an hourly rate paid to the contractor operating the route along with additional costs incurred by the RTC. The total cost of each route varies due to the number of service hours required to operate the route. There are multiple variables that impact cost, including but not limited to: frequency, hours of operation, length of the route, vehicle type, and fuel mileage. The most recent Fiscal Year had an average overall cost of \$109.00 per hour.

Public Input

The requirements for public outreach are defined in the Public Participation Plan.

https://www.rtcnv.com/engage/docs/2019PPP_Draft.pdf

Comments that are received are analyzed by staff to determine their feasibility and financial viability. Based on these factors, a decision is made on whether to implement the comments or not.

Service Area Clarification

The regulations governing the paratransit service area found in the Electronic Code of Federal Regulations. Title 49: Transportation. Part 37: Transportation Services for Individuals with Disabilities (ADA). Subpart F: Paratransit as a Compliment to Fixed Route Service.

§ 37.131 Service criteria for complementary paratransit.

The following service criteria apply to complementary paratransit required by § 37.121 of this part.

(a) Service Area

(1) Bus.

(i) The entity shall provide complementary paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each fixed route. The corridor shall include an area with a three-fourths of a mile radius at the ends of each fixed route.

(ii) Within the core service area, the entity also shall provide service to small areas not inside any of the corridors but which are surrounded by corridors.

(iii) Outside the core service area, the entity may designate corridors with widths from three-fourths of a mile up to one and one half miles on each side of a fixed route, based on local circumstances.

(iv) For purposes of this paragraph, the core service area is that area in which corridors with a width of three-fourths of a mile on each side of each fixed route merge together such that, with few and small exceptions, all origins and destinations within the area would be served.

Mr. Allen,

I have received your response to my request. I don't believe this completely answers my questions.

I requested the **RTC's Policy** on how a Fixed Route is established on January 7th. What I received on January 28th was a bulleted list on the Process. I waited over 21 days for my request to be answered and I receive a bullet list/ or a brief explanation on my questions that were asked.

Does RTC not have a **written Policy**?

Mr. Allen, I'm looking for clarity to help me understand better how the RTC's decides on what parts of the valley will have transportation, specifically Para-transit.

Please see my response below:

Process

The RTC follows Industry best practice (what is the Industry's best practice?) **when seeking to analyze a potential new route. Criteria include but are not limited to:**

- Population and Employment within 1/2 mile of a new route
Totals and density
- Service hour cost
- Paratransit cost
- Overall cost effectiveness (ranking and prioritization)

Decision Making:

My question: How is the decision made on establishing a fixed route? **Your answer-** Fixed route improvements are analyzed (Analyzed by who?) on an annual basis and originate from long range plans. (What are the long range plans? Who does the long range plans?) If a route is determined to meet the criteria for addition, it is ranked among other areas of need. (What are the other areas of need?) A budgetary ask is determined and compared against available finances in both the immediate and long term. If all of these criteria are met, a fixed route maybe implemented. (Why **maybe** implemented? Who makes the decision?) Improvements are often phased in as segments become viable rather than added wholesale.

(What does this mean?)

Frequency of Implementation:

My question: How often is a new fixed route established? **Your answer-** There is no specific policy on how often to implement a new fixed route. I don't understand this answer how can you not have a policy on establishing a new fixed route?

Public Input:

The requirements for public outreach are defined on the Public Participation Plan (This is a draft was this never finalized?) (How does the public know when these meetings and committees are? Do you send out postcards or any mailings to families?)

https://www.rtcsv.com/engage/docs/2019PPP_Draft.pdf

Comments that are received are analyzed by staff to determine their feasibility and financial viability. Based on these factors, a decision is made on whether to implement the comments or not. (Again who makes the decision? What staff determines the feasibility and what is it based on?)



Regional Transportation Commission of Southern Nevada
600 S. Grand Central Pkwy., Suite 350 · Las Vegas, NV 89106 · 702.676.1500

FIXED ROUTE PUBLIC RECORDS REQUEST:

Process

The RTC follows industry best practices when seeking to analyze a potential new route. Criteria include but are not limited to:

- Population and Employment within ½ mile of a new route
 - Totals and density
- Connectivity improvements to other fixed routes for overall enhanced mobility
- Service hour cost
- Paratransit cost
- Overall cost effectiveness (ranking and prioritization)

Follow-up

Does RTC not have a written Policy?

- The RTC has a document called the Service Performance and Efficiency Criteria (SPEC's), available on the website. This is not a formal policy, but rather a set of guidelines and best practices.

<https://assets.rtcnv.net/wp-content/uploads/sites/3/2019/10/04121051/Service-Performance-and-Capacity-Standards4.pdf>

What is industry best practice?

- Best practices are an analysis of demographic information that includes, but is not limited to: population and employment density, income levels, no-car and/or single-car households, age, disability, etc. The goal is to build a network that serves the most people, based on available budget in an equitable manner.

Decision Making

Fixed route improvements are analyzed on an annual basis and originate from long range plans. If a route is determined to meet the criteria for addition, it is ranked among other areas of need. A budgetary ask is determined and compared against available finances in both the immediate and long term. If all of these criteria are met, a fixed route may be implemented. Improvements are often phased in as segments become viable rather than added wholesale.

Follow-up

Analyzed by who?

- Transit planning staff, executive leadership, and RTC Board members.

What are the long range plans and who does them?

- There are many, all located on the RTC website. There is a new long range plan, called On Board that is in the final stages of development. Long range plans are typically done by a consultant team that is facilitated through RTC staff.

What are other areas of need?

- There are areas of expansion and areas for improved frequency. These areas are determined by the processes outlined in the SPEC's.

Why "maybe" implemented and who makes the decision?

- Ultimately it is the RTC Boards decision. Transit Planning makes recommendations from areas of highest need and available budget to Finance, and RTC Executive leadership. There are additional implications to consider with regard to public input, available fleet, driver pools, and road construction projects. Once a list is in final draft form, it is provided to the RTC Board for their input and determination.

What does phased vs wholesale mean?

- This means that often times a route cannot be implemented in its final form from day one. Rather than wait up to several years for conditions to change the RTC will implement a portion of the route to establish service where conditions are appropriate and expand/adjust that service later as development occurs. Examples of this are along Ft. Apache and Durango. Those routes (120 and 121) were established knowing that eventually they would extend further north and south along those corridors, however at the time development was not adequate enough to support viable transit beyond the established terminus. Now as development has filled in those conditions have changed and the routes are ready for expansion. Another example is growing frequency. Routes are often started at 30 minute frequencies, as they mature the ridership may grow to a level that supports 20 or even 15 minute frequency, and upon reaching those ridership levels those improvements will rise up the list of needs.

Frequency of Implementation

There is no specific policy on how often to implement a new fixed route.

Follow-up

Clarification on lack of a hard policy:

- There are far too many complexities involved to place a hard policy on how often to implement a new route. Local funding sources are fluid with changes with spending habits and shifts in the economy, Federal funding for transit changes with politics/transportation bills, there may be frequency increases that are a higher priority than expansion, etc.

Cost

Cost for fixed route service is based on an hourly rate paid to the contractor operating the route along with additional costs incurred by the RTC. The total cost of each route varies due to the number of service hours required to operate the route. There are multiple variables that impact cost, including but not limited to: frequency, hours of operation, length of the route, vehicle type, and fuel mileage. The most recent Fiscal Year had an average overall cost of \$109.00 per hour.

Public Input

The requirements for public outreach are defined in the Public Participation Plan.

<https://assets.rtcnv.net/wp-content/uploads/sites/4/2020/02/06165758/2019-PPP-RTC-BOARD-Adopted-121219.pdf>

Comments that are received are analyzed by staff to determine their feasibility and financial viability. Based on these factors, a decision is made on whether to implement the comments or not.

Follow-up

Draft vs finalized:

- This document was Board approved, the name of the link was not changed. The link has been updated, thank you for bringing this to our attention. Note the updated link referenced above.

How does the public know when meetings are?

- Public notification laws are followed and notification occurs in a wide variety of ways. RTC's Public Participation Plan (same link as noted above) also references how the public is advised of RTC's public meetings.

Who makes the decision? What staff determines the feasibility and what is it based on?

- Please see above with regard to the decision making chain of command and the SPEC's process.

Service Area Clarification

The regulations governing the paratransit service area found in the Electronic Code of Federal Regulations. Title 49: Transportation. Part 37: Transportation Services for Individuals with Disabilities (ADA). Subpart F: Paratransit as a Compliment to Fixed Route Service.

§ 37.131 Service criteria for complementary paratransit.

The following service criteria apply to complementary paratransit required by § 37.121 of this part.

(a) Service Area

(1) Bus.

(i) The entity shall provide complementary paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of each fixed route. The corridor shall include an area with a three-fourths of a mile radius at the ends of each fixed route.

(ii) Within the core service area, the entity also shall provide service to small areas not inside any of the corridors but which are surrounded by corridors.

(iii) Outside the core service area, the entity may designate corridors with widths from three-fourths of a mile up to one and one half miles on each side of a fixed route, based on local circumstances.

(iv) For purposes of this paragraph, the core service area is that area in which corridors with a width of three-fourths of a mile on each side of each fixed route merge together such that, with few and small exceptions, all origins and destinations within the area would be served.

RTC TESTIMONY - MARCH 11, 2020

RITA VARNEY

My name is Rita Varney. I have testified in front of this committee on numerous occasions regarding the need for an extended service area for RTC and Paratransit.

I have recently been able to meet with some community leaders and RTC management regarding my concern with lack of response to the requests that we make each month to this committee. I have to say that I left that meeting with 'hope'. It is difficult to speak at these monthly meetings and never be able to hear a response to actual questions and pleas that we have. I now know that I am being heard because I have looked into the faces and the eyes of those people. I'm also very aware that they will have to look at my face and into my eyes each month. I will hold them to the conversations that we had towards an improvement in the near future. I'm encouraged by RTC reaching out to the community through social media for input. I have been reading all of the responses and I see that it isn't just the few in this room that are having issues with lack of service area. That seems to be the number one complaint following the actual safety of the transit passengers.

Budget and money seem to be at the beginning and end of any part of the conversation when it comes to this topic. This is not a profit making enterprise and should never be handled as such. As we see things being built all over our city with city and county funds, I have also learned that funds are moved all the time for these projects. I think it's time that finding funds for required transportation Services are more important. Tourists are benefiting from new Arches (costing millions) welcoming them to Downtown Vegas ... while we are still talking to you each month about basic services in our cities transportation.

Increasing the service area to the prior Extended area is needed immediately. Increasing the service area to be able to offer anyone living the outlying area should be a goal. Vegas is building out so should services.



Invoice # MTH0619

July 8, 2019

Accounts Payable
Regional Transportation Commission of Southern Nevada
600 S Grand Central Parkway
Las Vegas, NV 89106

THIS BILL IS FOR THE MONTH OF JUNE 2019

RE: Contract between RTC and Keolis Transit America
Signed and Dated February 05, 2013

Purchase Order P003916

STATEMENT OF MICROTRANSIT VEHICLE HOURS

SHUTTLE VEHICLE HOURS

	<u>VEHICLE HOURS</u>		<u>TOTAL</u>
April Training Hours	120.00	60.63	7,275.60
May Shuttle Hours	6,312.00	60.63	382,696.56
June Shuttle Hours	7,280.00	60.63	441,386.40
			<u>831,358.56</u>

Less 25%

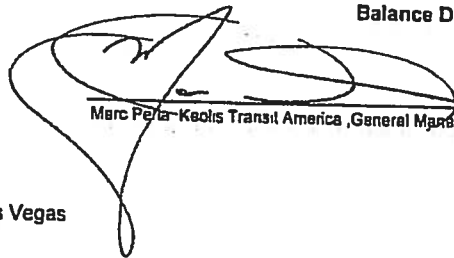
(207,839.64)

FIRST INVOICE AMOUNT

Balance Due

623,518.92

Reviewed by:



Marc Perla - Keolis Transit America, General Manager - Las Vegas

cc. RTC, Director of Finance
Marc Perla, Keolis Transit America, General Manager - Las Vegas

MAKE CHECKS PAYABLE TO:

Keolis Transit America, Inc.
6063 W. Century Blvd., Suite 900
Los Angeles, CA 90046
ATTENTION: Accounts Receivable

Cynthia Carter
7/29/19
5000-053-6300-0000-0000

MAY SHIFTS FROM MICROTRANSIT TRACKER

6-May	17	136	60.63	8245.68
7-May	32	256	60.63	15521.28
8-May	34	272	60.63	16491.36
9-May	31	248	60.63	15036.24
10-May	32	256	60.63	15521.28
11-May	32	256	60.63	15521.28
12-May	35	280	60.63	16976.4
13-May	27	216	60.63	13096.08
14-May	36	288	60.63	17461.44
15-May	34	272	60.63	16491.36
16-May	31	248	60.63	15036.24
17-May	30	240	60.63	14551.2
18-May	29	232	60.63	14066.16
19-May	31	248	60.63	15036.24
20-May	24	192	60.63	11640.96
21-May	34	272	60.63	16491.36
22-May	28	224	60.63	13581.12
23-May	33	264	60.63	16006.32
24-May	28	224	60.63	13581.12
25-May	29	232	60.63	14066.16
26-May	32	256	60.63	15521.28
27-May	33	264	60.63	16006.32
28-May	32	256	60.63	15521.28
29-May	27	216	60.63	13096.08
30-May	27	216	60.63	13096.08
31-May	31	248	60.63	15036.24

789

X8

6312

382,696.56 TOTAL

JUNE SHIFTS FROM MICROTRANSIT TRACKER

1-Jun	31	248	60.63	15036.24
2-Jun	24	192	60.63	11640.96
3-Jun	33	264	60.63	16006.32
4-Jun	31	248	60.63	15036.24
5-Jun	33	264	60.63	16006.32
6-Jun	32	256	60.63	15521.28
7-Jun	32	256	60.63	15521.28
8-Jun	30	240	60.63	14551.2
9-Jun	29	232	60.63	14066.16
10-Jun	31	248	60.63	15036.24
11-Jun	31	248	60.63	15036.24
12-Jun	30	240	60.63	14551.2
13-Jun	30	240	60.63	14551.2
14-Jun	27	216	60.63	13096.08
15-Jun	29	232	60.63	14066.16
16-Jun	29	232	60.63	14066.16
17-Jun	31	248	60.63	15036.24
18-Jun	31	248	60.63	15036.24
19-Jun	28	224	60.63	13581.12
20-Jun	33	264	60.63	16006.32
21-Jun	29	232	60.63	14066.16
22-Jun	28	224	60.63	13581.12
23-Jun	32	256	60.63	15521.28
24-Jun	31	248	60.63	15036.24
25-Jun	33	264	60.63	16006.32
26-Jun	32	256	60.63	15521.28
27-Jun	30	240	60.63	14551.2
28-Jun	29	232	60.63	14066.16
29-Jun	29	232	60.63	14066.16
30-Jun	32	256	60.63	15521.28

910

X8

7280

441,386.40 TOTAL

Regional Transportation Commission

Check Request Request for Reimbursement

Payment should be remitted to:

Name/Vendor: Keolis Vendor # 00775

Address: _____

City/State/ZIP: _____

Invoice Date: 7/29/2019 Invoice Number: MTH0619

Qty	Description	Unit Cost	Total Cost
	April Training and May - June Trip to Strip Hours		\$623,518.92
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount			<u>\$623,518.92</u>

Special Instructions:

Employee Signature: *[Signature]* Department Head Signature: *Andy Carter* Date: 7/29/2019

DCEO Signature: *MJ Maynard* Date: 7/29/2019

Finance Approval: *Marc Traasdale* Date: 7/29/2019

Ensure documentation/receipts showing vendor name, address and amount are attached.

Accounting Information: Fund: 50000 Division: 053 Object Account: 6300

Grant Information: Project # 0000 Grant # 0000



Invoice # MTH0719

August 9, 2019

Accounts Payable
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

THIS BILL IS FOR THE MONTH OF JULY 2019

RE: Contract between RTC and Keolis Transit America
Signed and Dated February 05, 2013

Purchase Order

~~P003816~~

P005552
8/29/19
R

STATEMENT OF MICROTRANSIT VEHICLE HOURS

<u>SHUTTLE VEHICLE HOURS</u>	<u>VEHICLE HOURS</u>		<u>TOTAL</u>
July Shuttle Hours	7,232.00	60 63	438,476.16

438,476.16

Less 25%

(109,619.04)

FIRST INVOICE AMOUNT

Balance Due

328,857.12 ✓

Reviewed by:

Marc Perla, Keolis Transit America, General Manager - Las Vegas

cc: RTC, Director of Finance
Marc Perla, Keolis Transit America, General Manager - Las Vegas

MAKE CHECKS PAYABLE TO:

Keolis Transit America, Inc.
6053 W. Century Blvd., Suite 900
Los Angeles, CA 90045
ATTENTION: Accounts Receivable

DocuSigned by:
Cindy Carter 8/22/2019
89A9F51B6E244EF



Invoice # MTH0819

September 9, 2019

Accounts Payable
Regional Transportation Commission of Southern Nevada
600 S Grand Central Parkway
Las Vegas, NV 89106

THIS BILL IS FOR THE MONTH OF AUGUST 2019

RE: Contract between RTC and Keolis Transit America
Signed and Dated February 05, 2013

Purchase Order


P005552
9/30/19
[Signature]

P003946

STATEMENT OF MICROTRANSIT VEHICLE HOURS

<u>SHUTTLE VEHICLE HOURS</u>	<u>VEHICLE HOURS</u>		<u>TOTAL</u>
August Shuttle Hours	6,844.00	60 63	414,951.72
			414,951.72
Less 25%			(103,737.93)
FIRST INVOICE AMOUNT		Balance Due	311,213.79

Reviewed by:



Andres De Los Rios, Keolis Transit America, Director of Operations - Las Vegas

cc: RTC, Director of Finance
Marc Perla, Keolis Transit America, General Manager - Las Vegas

MAKE CHECKS PAYABLE TO:

Keolis Transit America, Inc.
6053 W. Century Blvd., Suite 900
Los Angeles, CA 90045
ATTENTION: Accounts Receivable

DocuSigned by:

89A9F51B6E244EF

AUGUST HOURS WORKED

	Shifts on VIA Report	Total Hours (8 per shift)	Hourly Rate		Daily Cost
August 1	27	216	60.63	\$	13,096.08
August 2	30	240	60.63	\$	14,551.20
August 3	29	232	60.63	\$	14,066.16
August 4	29	232	60.63	\$	14,066.16
August 5	27	216	60.63	\$	13,096.08
August 6	28	224	60.63	\$	13,581.12
August 7	26	208	60.63	\$	12,611.04
August 8	25	200	60.63	\$	12,126.00
August 9	23	184	60.63	\$	11,155.92
August 10	24	192	60.63	\$	11,640.96
August 11	22	176	60.63	\$	10,670.88
August 12	24	192	60.63	\$	11,640.96
August 13	29	232	60.63	\$	14,066.16
August 14	26	208	60.63	\$	12,611.04
August 15	26	208	60.63	\$	12,611.04
August 16	27	216	60.63	\$	13,096.08
August 17	30	240	60.63	\$	14,551.20
August 18	25	200	60.63	\$	12,126.00
August 19	25	200	60.63	\$	12,126.00
August 20	27	216	60.63	\$	13,096.08
August 21	27	216	60.63	\$	13,096.08
August 22	29	232	60.63	\$	14,066.16
August 23	29	232	60.63	\$	14,066.16
August 24	30	240	60.63	\$	14,551.20
August 25	32	256	60.63	\$	15,521.28
August 26	30	240	60.63	\$	14,551.20
August 27	31	248	60.63	\$	15,036.24
August 28	31	248	60.63	\$	15,036.24
August 29	29	232	60.63	\$	14,066.16
August 30	27	216	60.63	\$	13,096.08
August 31	31	248	60.63	\$	15,036.24
Total	855	6,840		\$	414,709.20
	x 8				
	6840				

Only 75% of billed service hours has currently been paid.
 The 4 hour variance will be excluded from the 2nd invoice



Invoice # MTH0919

October 28, 2019

Accounts Payable
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

THIS BILL IS FOR THE MONTH OF SEPTEMBER 2019

RE: Contract between RTC and Keolis Transit America
Signed and Dated February 05, 2013

P005552
11/19/19
Purchase Order *[Signature]* P003916

STATEMENT OF MICROTRANSIT VEHICLE HOURS

<u>SHUTTLE VEHICLE HOURS</u>	<u>VEHICLE HOURS</u>		<u>TOTAL</u>
August Shuttle Hours	5,672.00	60 63	343,893.36

343,893.36

Less 25%

(85,973.34)

FIRST INVOICE AMOUNT

Balance Due

257,920.02

Reviewed by.

Andres De Los Rios, Keolis Transit America, Director of Operations - Las Vegas

cc: RTC, Director of Finance
Marc Perla, Keolis Transit America, General Manager - Las Vegas

MAKE CHECKS PAYABLE TO:

Keolis Transit America, Inc.
6053 W. Century Blvd., Suite 900
Los Angeles, CA 90045
ATTENTION: Accounts Receivable

DocuSigned by:
Cindy Carter 11/19/2019
89A9F51B6E244EF

SEPTEMBER SHIFTS WORKED

	Shifts on Vehicle Assignment Sheet	Total Hours (8 per shift)	Hourly Rate	Daily Cost
September 1	24	192	60.63 \$	11,640.96
September 2	22	176	60.63 \$	10,670.88
September 3	25	200	60.63 \$	12,126.00
September 4	23	184	60.63 \$	11,155.92
September 5	22	176	60.63 \$	10,670.88
September 6	21	168	60.63 \$	10,185.84
September 7	22	176	60.63 \$	10,670.88
September 8	22	176	60.63 \$	10,670.88
September 9	24	192	60.63 \$	11,640.96
September 10	26	208	60.63 \$	12,611.04
September 11	24	192	60.63 \$	11,640.96
September 12	23	184	60.63 \$	11,155.92
September 13	25	200	60.63 \$	12,126.00
September 14	25	200	60.63 \$	12,126.00
September 15	24	192	60.63 \$	11,640.96
September 16	24	192	60.63 \$	11,640.96
September 17	24	192	60.63 \$	11,640.96
September 18	24	192	60.63 \$	11,640.96
September 19	23	184	60.63 \$	11,155.92
September 20	24	192	60.63 \$	11,640.96
September 21	26	208	60.63 \$	12,611.04
September 22	25	200	60.63 \$	12,126.00
September 23	23	184	60.63 \$	11,155.92
September 24	23	184	60.63 \$	11,155.92
September 25	23	184	60.63 \$	11,155.92
September 26	23	184	60.63 \$	11,155.92
September 27	22	176	60.63 \$	10,670.88
September 28	25	200	60.63 \$	12,126.00
September 29	25	200	60.63 \$	12,126.00
September 30	23	184	60.63 \$	11,155.92
Total	709		\$	343,893.36
	x8			
	5672			



Invoice # MTH1019

November 22, 2019

Accounts Payable
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

THIS BILL IS FOR THE MONTH OF OCTOBER 2019

RE: Contract between RTC and Keolis Transit America
Signed and Dated February 05, 2013

Purchase Order P005503963

STATEMENT OF MICROTRANSIT VEHICLE HOURS

<u>SHUTTLE VEHICLE HOURS</u>	<u>VEHICLE HOURS</u>		<u>TOTAL</u>
Oct Shuttle Hours	5,753.36	60.63	348,826.22
			<u>348,826.22</u>
Less 25%			(87,206.55)
FIRST INVOICE AMOUNT		Balance Due	<u><u>261,619.67</u></u>

Reviewed by:

Marc Perla, Keolis Transit America, General Manager - Las Vegas

DocuSigned by:
Cindy Carter
89A9F51B6E244EF

cc: RTC, Director of Finance
Marc Perla, Keolis Transit America, General Manager - Las Vegas

MAKE CHECKS PAYABLE TO:
Keolis Transit America, Inc.
6053 W. Century Blvd., Suite 900
Los Angeles, CA 90045
ATTENTION: Accounts Receivable

OCTOBER HOURS WORKED

	Shifts on VIA Report	Total Hours Worked	Hourly Rate		Daily Cost
October 1	23.00	173.94	60.63	\$	10,545.98
October 2	27.00	181.41	60.63	\$	10,998.89
October 3	49.00	182.89	60.63	\$	11,088.62
October 4	34.00	195.75	60.63	\$	11,868.32
October 5	33.00	209.05	60.63	\$	12,674.70
October 6	38.00	187.30	60.63	\$	11,356.00
October 7	27.00	163.56	60.63	\$	9,916.64
October 8	55.00	176.83	60.63	\$	10,721.20
October 9	39.00	179.69	60.63	\$	10,894.60
October 10	37.00	161.33	60.63	\$	9,781.44
October 11	35.00	191.23	60.63	\$	11,594.27
October 12	35.00	191.14	60.63	\$	11,588.82
October 13	33.00	184.41	60.63	\$	11,180.78
October 14	39.00	206.59	60.63	\$	12,525.55
October 15	44.00	186.91	60.63	\$	11,332.35
October 16	38.00	169.04	60.63	\$	10,248.90
October 17	32.00	168.41	60.63	\$	10,210.70
October 18	30.00	200.52	60.63	\$	12,157.53
October 19	30.00	204.70	60.63	\$	12,410.96
October 20	27.00	192.72	60.63	\$	11,684.61
October 21	33.00	191.16	60.63	\$	11,590.03
October 22	37.00	198.21	60.63	\$	12,017.47
October 23	27.00	179.89	60.63	\$	10,906.73
October 24	25.00	182.36	60.63	\$	11,056.49
October 25	29.00	198.96	60.63	\$	12,062.94
October 26	28.00	202.33	60.63	\$	12,267.27
October 27	25.00	181.21	60.63	\$	10,986.76
October 28	27.00	192.25	60.63	\$	11,656.12
October 29	29.00	181.98	60.63	\$	11,033.45
October 30	28.00	168.88	60.63	\$	10,239.19
October 31	23.00	168.71	60.63	\$	10,228.89
Total	1,016.00	5,753.36		\$	348,826.22



Invoice # MTH4049

MTH 11/9

December 16, 2019

Accounts Payable
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

THIS BILL IS FOR THE MONTH OF NOVEMBER 2019

DS
DM

RE: Contract between RTC and Keolis Transit America
Signed and Dated February 05, 2013

Purchase Order

P005552-053
P003916

STATEMENT OF MICROTRANSIT VEHICLE HOURS

<u>SHUTTLE VEHICLE HOURS</u>	<u>VEHICLE HOURS</u>		<u>TOTAL</u>
August Shuttle Hours	5,251.12	60.63	318,375.41

318,375.41

Less 25%

(79,593.85)

FIRST INVOICE AMOUNT

Balance Due

238,781.55

Reviewed by:

Resigned by:
Cindy Car

89A9F5186E244

Andres De Los Rios, Keolis Transit America, Director of Operations - Las Vegas

cc: RTC, Director of Finance
Marc Perla, Keolis Transit America, General Manager - Las Vegas

MAKE CHECKS PAYABLE TO:

Keolis Transit America, Inc.
6053 W. Century Blvd., Suite 900
Los Angeles, CA 90045
ATTENTION: Accounts Receivable

NOVEMBER HOURS WORKED

	Shifts on VIA Report	Total Hours Worked	Hourly Rate		Daily Cost
November 1	27.00	195.91	60.63	\$	11,878.02
November 2	26.00	186.85	60.63	\$	11,328.72
November 3	34.00	185.86	60.63	\$	11,268.69
November 4	22.00	149.49	60.63	\$	9,063.58
November 5	39.00	180.31	60.63	\$	10,932.20
November 6	25.00	167.93	60.63	\$	10,181.60
November 7	28.00	164.29	60.63	\$	9,960.90
November 8	28.00	168.77	60.63	\$	10,232.53
November 9	24.00	185.47	60.63	\$	11,245.05
November 10	27.00	161.66	60.63	\$	9,801.45
November 11	24.00	178.89	60.63	\$	10,846.10
November 12	26.00	191.33	60.63	\$	11,600.34
November 13	24.00	164.26	60.63	\$	9,959.08
November 14	26.00	173.16	60.63	\$	10,498.69
November 15	24.00	174.67	60.63	\$	10,590.24
November 16	27.00	182.45	60.63	\$	11,061.94
November 17	23.00	169.21	60.63	\$	10,259.20
November 18	29.00	188.86	60.63	\$	11,450.58
November 19	28.00	192.06	60.63	\$	11,644.60
November 20	36.00	166.52	60.63	\$	10,096.11
November 21	27.00	165.65	60.63	\$	10,043.36
November 22	25.00	181.61	60.63	\$	11,011.01
November 23	24.00	180.13	60.63	\$	10,921.28
November 24	22.00	167.58	60.63	\$	10,160.38
November 25	23.00	160.56	60.63	\$	9,734.75
November 26	27.00	173.61	60.63	\$	10,525.97
November 27	23.00	168.31	60.63	\$	10,204.64
November 28	24.00	157.66	60.63	\$	9,558.93
November 29	28.00	183.03	60.63	\$	11,097.11
November 30	28.00	185.03	60.63	\$	11,218.37
Total	798.00	5,251.12		\$	318,375.41

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: CAPITAL PROJECT TRACKING AND PROJECT ACTIVITY STATUS REPORTS		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE NOTIFICATION THAT THE MONTHLY CAPITAL PROJECT TRACKING REPORT AND THE UNIFIED PLANNING WORK PROGRAM PROJECT ACTIVITY STATUS REPORT HAVE BEEN POSTED TO THE RTC’S WEBSITE (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None by this action

BACKGROUND:

Two reports are prepared each month to document the progress made on the various tasks and studies currently underway by the Regional Transportation Commission of Southern Nevada (RTC). The Capital Project Tracking Report identifies capital projects under development by the RTC. The Project Activity Status Report identifies current planning studies as outlined in the Unified Planning Work Program (UPWP). Since member entities may be involved in these activities, the RTC Board of Commissioners is notified when these reports are available on the agency’s website.

Both the Capital Project Tracking Report and the UPWP Project Activity Status Report have been posted to the Transportation Planning page of the RTC website, located at:

<http://www.rtcnv.com/planning-engineering/transportation-planning/>

Respectfully submitted,

DocuSigned by:

 ECE9C927A27D4FF...

CRAIG RABORN
Director of Metropolitan Planning Organization

***RTC Item #6
April 9, 2020
Consent***

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE AMENDMENT		
PETITIONER: MJ MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 4 TO CONTRACT 15-069DS, DESIGN SERVICES FOR THE COMPRESSED NATURAL GAS (CNG) FUELING INFRASTRUCTURE UPGRADES PROJECT, WITH FUEL SOLUTIONS, INC. FOR ADDITIONAL DESIGN SERVICES IN PHASE B AND INCREASE THE NOT-TO-EXCEED CONTRACT FROM \$1,466,608.00 TO \$1,536,440.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$69,832.00 are budgeted and available in the Transit Fund for Fiscal Year 2020.

BACKGROUND:

On May 21, 2015, the Regional Transportation Commission of Southern Nevada (RTC) approved staff's recommendation to award Contract 15-069DS, Design Services for the CNG Fueling Infrastructure Upgrades Project, to Fuel Solutions, Inc. This contract was subsequently amended on January 14, 2016; August 10, 2017; and September 12, 2019.

This recommendation is to approve Amendment No. 4 for the additional design services for design bid build documents and construction administration. The additional design services are required to change the construction delivery method from Construction Manager at Risk (CMAR) to the lowest responsive and responsible bidder delivery method. The RTC and the CMAR were not able to negotiate an acceptable Guaranteed Maximum Price (GMP). In accordance with Nevada Revised Statute 338.1696, the RTC has chosen to terminate negotiations with the CMAR and bid the project.

This amendment will increase the total contract not-to-exceed amount by \$69,832.00, from \$1,466,608.00 to \$1,536,440.00.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

 426D93C7E2244C6...

MJ MAYNARD
Chief Executive Officer

*RTC Item #7
April 9, 2020
Consent*

AMENDMENT NO. 4

**CONTRACT 15-069DS
DESIGN SERVICES FOR THE COMPRESSED NATURAL GAS FUELING
INFRASTRUCTURE UPGRADES PROJECT**

This AMENDMENT is made and entered into on this 9th day of April 2020, by and between the Regional Transportation Commission of Southern Nevada, (hereinafter referred to as “RTC”), and Fuel Solutions, Inc. (hereinafter referred to as “COMPANY”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS the PARTIES entered into a CONTRACT on May 21, 2015, for the Design Services for the Compressed Natural Gas Fueling Infrastructure Upgrades Project and subsequently amended on January 14, 2016, August 10, 2017; September 12, 2019 and

WHEREAS the PARTIES desire to amend the CONTRACT in order to provide additional design services for Phase B of the CNG infrastructure upgrades project; and

WHEREAS the PARTIES desire to amend the CONTRACT in order to modify the design service fee agreement to the CONTRACT.

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and the COMPANY to amend the CONTRACT as follows:

1. EXHIBIT A – SCOPE OF SERVICES

Add the following:

COMPANY agrees to perform the additional services for the RTC as outlined in EXHIBIT A- ADDITIONAL SERVICES PROPOSAL in the not-to-exceed amount of \$68,832 (sixty-eight thousand, eight hundred thirty-two dollars and zero cents)

2. B-3 PRICES/COSTS/DELIVERABLES (b)

Replace existing language with:

The not-to-exceed amount for this contracts is increased from \$1,466,608.00 to \$1,536,440.00 for the term of the contract.

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect and the CONTRACT is incorporated into this AMENDMENT by reference.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the

date first written above.

FUEL SOLUTIONS, INC.

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

DocuSigned by:
Henry S. Guthrie
By: _____
FAA75923DC82407...
HENRY S. GUTHRIE
President

By: _____
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Clyde
By: _____
C20A409B6B774C0...
RTC LEGAL COUNSEL

By: _____
MARIN DUBOIS
Management Analyst

Contract No. 15-069DS
Amendment No. 4

(ATTACHED)



PROPOSAL MEMORANDUM

TO: Evan Wade, Capital Projects, RTC of Southern Nevada
FROM: Reb Guthrie
DATE: February 19, 2020
SUBJECT: Proposal to provide Additional Services for design-consulting services for Phase B of the CNG-fueling upgrades per contract 15-069DS – Amendment #5

Background & Summary

Fuel Solutions, Inc. (FS) and its team of subconsultants has been retained by the RTC to provide design-consulting and engineering services for the CNG fueling-system upgrades at the IBMF and SMF facilities. The Phase-A work is complete and the Phase-B work is underway (pre-construction).

Currently, the RTC is considering revising the contract-delivery method for Phase B from 'CMAR' to conventional 'GC' or 'design bid build'. As this change is expected result in added effort by the design team, the RTC has requested the FS team to submit an add-service request to reflect the associated work.

This AS proposal assumes that the 100% construction drawings will not be directly modified nor re-submitted to AHJs. Rather, any design revisions needed will be conveyed with narratives or informal plan markups.

Summary of Amendment Request

The work associated with the additional services being requested is due to three general areas of effort, as bulleted below:

- Pre-bid support: Review drawings and specifications and make revisions needed to indicate contract delivery is conventional (not CMAR as currently indicated).
- Bid-phase support: Provided additional project familiarization to prospective contractors; includes participating in a pre-bid meeting + pre-bid job walks at each site, as well as responding to bid RFIs that are generated from contractors that are new to the project (such effort would be N/A under original CMAR delivery. Further, the (new) bidding period and follow-on award process is expected to extend the overall project duration.

Evan Wade
 February 19, 2020
 Page 2

- Construction-phase support: Similar to the bid-phase support, added effort is anticipated to respond to RFIs and associated 'hand holding' of new contractors that are new to and unfamiliar with the project.

Requested Fee Increase

The contract value, including existing value, the value of the requested amendment and the resulting total value, is summarized in Table 1 below. As shown in the table, the current value of project of \$1,466,608.00 + the requested add-service amount (Amendment 5) of \$68,640.00 will result in a revised total value for design contract of \$1,536,440.00.

Table 1 – Summary of contract value and requested add-service amount

Description	\$ Value
Current value of contract	1,466,608
ASR for amendment #5	69,832
Total	\$1,536,440

The breakdown of increased fee amount by FS design-team member for each of the three areas of added work is shown in Table 2 below.

Table 2 – Breakdown of proposed costs by firm for add-service request (covers both sites)

Add Work Item (covers both IBMF & SMF):	Pre-Bid Labor	Bid Phase Labor	CA Phase Labor	TOTAL ALL ITEMS
Firm Name (disciplines)	–	–	–	–
Fuel Solutions (G, M)	\$7,088	\$6,810	\$12,124	\$26,022
Expenses	0	455	455	910
WSP* (A, C, S, survey)	\$0	5,860	15,130	20,990
Expenses	0	0	0	0
CJTSS (E)	1,050	4,550	5,600	11,200
Expenses	0	1,300	1,300	2,600
NV5 (TY, FA)	930	4820	2160	7,910
Expenses	0	200	0	200
Subtotal	9,068	23,995	36,769	\$69,832

* Proposed costs by WSP include costs for subs Studio West, Black Eagle & Terracon

The breakdown for the fees with billing rates being proposed by Fuel Solutions is provided in Table 3 below. The breakdown of the fees being proposed by other FS design-team members (WSP and associated firms, CJTSS and NV5) are attached hereto on the pages that follow.

Evan Wade
 February 19, 2020
 Page 3

Table 3 – Breakdown of costs for Fuel Solutions’ labor and expenses (covers both sites)

Consultant	\$ Rate	Pre-Bid	Bidding	CA	Combined
R. Guthrie (hrs)	182	20	16	28	–
\$ Fee RG	–	3,640	2,912	5,096	11,648
F. Farahmand (hrs)	171	16	20	32	
\$ Fee FF	–	2,736	3,420	5,472	11,628
R. Kuchta (hrs)	89	8	4	12	
\$ Fee RK	–	712	356	1,068	2,136
J. Horak (hrs)	61		2	8	
\$ Fee JH	–	0	122	488	610
Labor Totals		7,088	6,810	12,124	26,022
Travel		0	455	455	910
ALL TOTALS		7,088	7,265	12,579	26,932

On behalf of the FS RTC-CNG design team, we appreciate your consideration of this proposal and look forward to progressing and completing the project.

###



Attachments

Supporting fee proposals for the Fuel Solutions subconsultants listed below are provided on the pages that follow:

- WSP, Inc.
- C&J Technical Solutions & Services, Inc.
- NV5



4 February 2020
6 February 2020, Rev 1

Mr. Reb Guthrie
Principal
Fuel Solutions, Inc.
12340 Santa Monica Boulevard
Los Angeles, CA 90025

Subject: Design for Compressed Natural Gas Infrastructure Upgrades at Regional Transportation Commission Facilities – Phase B
Additional Services Request #2 - Potential Change of Procurement Method
Construction Management-at-Risk (CMAR) To Design-Bid-Build (DBB)
Owner: Regional Transportation Commission of Southern Nevada
Fee Proposal – Phase B Final Design

Dear Mr. Guthrie:

WSP USA (formerly BergerABAM Inc.) is pleased to submit our scope and fee proposal for additional services for Phase B improvements at the compressed natural gas (CNG) infrastructure upgrades at the Regional Transportation Commission's (RTC) existing CNG facilities. The CNG facilities are located at the Sunset Maintenance Facility (SMF) at 5165 West Sunset Road, Las Vegas, Nevada; and at the Integrated Bus Maintenance Facility (IBMF) at 3160 Citizen Avenue, North Las Vegas, Nevada. This proposal is pursuant to the Fuel Solutions-WSP contract/proposals, dated 15 July 2015, 13 June 2017, and 15 May 2019.

We have prepared this WSP scope of services in accordance with your email dated 29 January 2020 (attached), and our understanding of the project, as described below.

Project Status: RTC has submitted 100 percent IBMF and SMF construction drawings to the City of North Las Vegas (CNLV) and Clark County Building Department (CCBD) for permitting. It is our understanding that IBMF documents have been accepted by the CNLV for permit issuance. Likewise, the CCBD is close to accepting the SMF documents for permit issuance. At present, RTC is contemplating changing the project delivery method for Phase B from construction management-at-risk (CMAR) to design-bid-build (DBB) delivery. It should be noted that the design and construction of Phase A of this project was delivered through the CMAR method. Furthermore, the current design of Phase B has been accomplished through the CMAR process incorporating CMAR contractor-provided site topographic survey, utility scan map, information obtained by site investigation/exploration, and pre-construction input /constructability comments provided by the CMAR contractor during the pre-construction services.

Mr. Reb Guthrie
3 February 2020,
6 February 2020, Rev 1
Page 2

SCOPE OF SERVICES

WSP will provide the following services.

Project Management, Civil, and Structural Engineering Services

The following additional tasks are envisioned.

- Pre-bid support: *No support needed*
 - A. Review drawings and specs and remove/revise any language geared to CMAR; change to design-bid-build. – *No review and revision to drawings/specs is anticipated*
 - B. Drawing/spec revisions: Evaluate drawings and specs and consider any additions/ revisions that may be needed to support a new GC and team of subcontractors that are not familiar with the project (i.e., that did not work on Phase A). – *It is further our understanding that any technical details would not change unless question/RFIs are initiated by the general contractor (GC) during Bid-Phase support - No review and revision to drawings/specifications is anticipated*
- Bid-phase support:
 - A. Attendance at pre-bid conference and job walks. – *Attend 1 Pre-Bid Conference and 1 site visit for both sites*
 - B. Review and reply to bid RFIs. – *No drawing or specifications revision is envisioned.*
 - C. Assist RTC to review bids (per trade analysis). – *No quantity and estimate review needed.*
- Construction-phase support (beyond that proposed previously):
 - A. Allow for added/new RFIs from GC and subcontractors that did not work on Phase A/ are not familiar with project – *6 additional RFIs for SMF and 8 additional RFIs for IBMF*
 - B. Allow for possibly extended construction period, as needed for new team of GC/subs to “learn” the facility and project. – *1 additional site visit for both sites.*
 - C. *Review topographic surveying drawings provided by the GC and incorporate updates to construction drawings.*

Architectural Design Services

Architectural Services – See attached email proposal by Studio West, Inc.

Geotechnical Update Letter for SMF Site

Geotechnical Engineering – See attached email proposal by Black Eagle

Geotechnical Update Letter for IBMF Site

Geotechnical Engineering – See attached email proposal by Terracon.

WSP ASSUMPTIONS AND EXCLUSIONS

This proposal is pursuant to the Fuel Solutions-WSP contract/proposal, dated 15 July 2015, 13 June 2017, and 15 May 2019.

Mr. Reb Guthrie
 3 February 2020,
 6 February 2020, Rev 1
 Page 3

FEE

WSP's proposed lump-sum fee for the above-mentioned scope of work for both SMF and IBMF sites is shown in the attached detailed breakdown of the fee. WSP will invoice Fuel Solutions monthly. Invoices will be based on an estimated percent completion of each individual task for each phase. Any project-related expenses including but not limited to copying, shipping, reproduction, and travel expenses, are not part of this proposal; therefore, these associated costs are excluded from our fee and will be invoiced at a 1.0 multiplier.

Phase 2 ASR #2 Fee Breakdown

Phase 2 – ASR 2	Designer	SMF	IBMF	TOTAL
PM, Civil, and Structural	WSP	\$7,273	\$7,702	\$14,975
Architectural	Studio West, Inc.	\$1,000	\$1,000	\$2,000
Geotech – SMF	Black Eagle	\$2,000	-n/a-	\$2,000
Geotech – IBMF	Terracon	-n/a-	\$2,015	\$2,015
	Total	\$10,273	\$10,717	\$20,990

The Phase 2 ASR 2 fee breakdown, in accordance with the proposed scope, is as shown below.

Fee Distribution According to Fuel Solutions Task Listing				
SMF	WSP	Studio West	Black Eagle	Total
1. Pre-Bid Support	-n/a-	-n/a-	-n/a-	-n/a-
2. Bid-Phase Support	\$2,470	-n/a-	\$500	\$2,970
3. Construction Phase Support	\$4,803	\$1,000	\$1,500	\$7,303
	\$7,273	\$1,000	\$2,000	\$10,273
IBMF	WSP	Studio West	Terracon	Total
1. Pre-Bid Support	-n/a-	-n/a-	-n/a	-n/a-
2. Bid-Phase Support	\$2,390	-n/a	\$500	\$2,890
3. Construction Phase Support	\$5,312	\$1,000	\$1,515	\$7,877
	\$7,702	\$1,000	\$2,015	\$10,717

Mr. Reb Guthrie
3 February 2020,
6 February 2020, Rev 1
Page 4

CLOSING

Thank you for this opportunity to continue our relationship on this RTC project. We are pleased to be a part of the Fuel Solutions team, pledge our best efforts, and look forward to working with you. If you agree with the above, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax or PDF and retain the original for your files.

Sincerely,



Roger J. Patton, PE
Vice President

RJP:KHS:keh
Attachments

Email dated 01/29/2020 by Fuel Solutions, Inc
Fee Estimate Breakdown and Detailed Cost Estimate by WSP

cc w/attach: Kaushal Shah, PE, SE

ACCEPTED BY FUEL SOLUTIONS, INC.

Signature

Name (Printed)

Title

Date

Owner: Regional Transportation Commission of Southern Nevada

Project: CNG Upgrades at Sunset Maintenance Facility (SMF) and Integrated Bus Maintenance Facility (IBMF) - Phase 2 - ASR #2 - CMAR to DBB

Prime Consultant: Fuel Solutions, Inc.

		SMF	IBMF	TOTAL
PHASE 2 Improvements	Designer			
PM, Civil, and Structural	WSP	\$7,273	\$7,702	\$14,975
Architectural	Studio West, Inc.	\$1,000	\$1,000	\$2,000
Geotechnical	Black Eagle	\$2,000	\$0	\$2,000
Geotechnical	Terracon	\$0	\$2,015	\$2,015
	Total	\$10,273	\$10,717	\$20,990



RTC CNG Facility Expansion - SMF Phase 2 Final Design - ASR 2 - CMAR to DBB

	2.95	78.85	44.66	41.58	33.56	50	37.12			
	Project Manager	Civil Engineer	Structural Engineer	Design Engineer	Sr. CADD	CADD Tech.	Graphics Tech.	Word Processing		
FY '2020 Billing Rate	1.00	\$232.61	\$131.75	\$122.66	\$99.00	\$147.50	\$109.50	\$110.00	\$90.00	
FY '2021 Billing Rate	3%	\$239.59	\$135.70	\$126.34	\$101.97	\$151.93	\$112.79	\$113.30	\$92.70	Totals
Average Labor Rate:	\$ 137.22	Combined Engineer Rate: \$146.70		Combined CADD/Graphics Rate: \$110.82						
Total Hours (2020) %	60%	4	7	13	0	0	8	0	0	32
Total Hours (2021) %	40%	3	4	8	0	0	6	0	0	21
Total Hours	7.0	11.0	21.0	0	0	14	0	0	0	53.0
Subtotal DSC, Overhead & Fee (2020)		\$977	\$870	\$1,546	\$0	\$0	\$920	\$0	\$0	\$4,312
Subtotal DSC, Overhead & Fee (2021)		\$671	\$597	\$1,061	\$0	\$0	\$632	\$0	\$0	\$2,961
Total, DSC, Overhead & Fee		\$1,648	\$1,467	\$2,607	\$0	\$0	\$1,551	\$0	\$0	\$7,273
Subconsultants										\$0
										\$0
										Subtotal: \$0
Other Expenses:	AutoCAD					Hours @	\$0		/Hr.	\$0
	Mileage for Site Visits & Meetings				0	Miles @	\$0.550		/Mile	\$0
	Hotel/Per Diem for Site Visit					Person @			/Day/Person	\$0
	Airfare/Rental Car					Trip @			/Trip/Person	\$0
	Reproduction & Printing Expenses					Pages @	\$5.00		/Page	\$0
										\$0
										Subtotal: \$0
Total DNSC:										\$0
TOTAL ENGINEERING COST = DSC + OVERHEAD + FEE + DNSC =										\$ 7,273
TOTAL ESTIMATED COST =										\$ 7,273
TOTAL FEE =										\$ 7,273

RTC CNG Facility Expansion - SMF Phase 2 Final Design - ASR 2 - CMAR to DBB

ENGINEERING MAN-HOUR SUMMARY - Meetings, Engineering, and Construction Support Services

		Project	Civil	Structural	Design Engineer	Sr. CADD	CADD	Graphics	Word	
		Manager	Engineer	Engineer			Tech.	Tech.	Processing	
	001	0	0	0	0	0	0	0	0	0
Tasks	DATE	7	11	21	0	0	14	0	0	53
										0
										0
Additional 1 Design Meeting		1		2						3
										0
Additional 1 Pre-Bid or Bid Site Visit with DBB Contractor		1		2						3
										0
Additional Civil/Structural Engineering to response to Contractor Questions and respond to Pre-Bid Questions - NO UPDATE TO DRAWING OR SPECS ARE ANTICIPATED			4	8						12
										0
										0
Review Cost-Estimates and Quantities by ICE and DBB - NOT NEEDED										0
										0
										0
										0
										0
Construction Support Services										0
										0
Additional 6 RFIs @ 2.5 hours		3	3	3			6			15
Additional 1 Site Visit		2		2						4
Review GC Provided Survey Drawings and adjust C/S drawings (2 plans)			4	4			8			16
										0
										0
TOTAL ALL TASKS		7.0	11.0	21.0	0	0	14	0	0	53



RTC CNG Facility Expansion - IBMF Phase 2 Final Design - ASR2 - CMAR to DBB

	2.95	78.85	44.66	41.58	33.56	50	37.12			
	Project Manager	Civil Engineer	Structural Engineer	Design Engineer	Sr. CADD	CADD Tech.	Graphics Tech.	Word Processing	Totals	
FY '2020 Billing Rate	1.00	\$232.61	\$131.75	\$122.66	\$99.00	\$147.50	\$109.50	\$110.00	\$90.00	
FY '2021 Billing Rate	3%	\$239.59	\$135.70	\$126.34	\$101.97	\$151.93	\$112.79	\$113.30	\$92.70	
Average Labor Rate:	\$ 132.80	Combined Engineer Rate: \$144.36		Combined CADD/Graphics Rate: \$110.82						
Total Hours (2020) %	60%	4	7	13	0	0	12	0	0	35
Total Hours (2021) %	40%	2	4	8	0	0	8	0	0	23
Total Hours		6.0	11.0	21.0	0	0	20	0	0	58.0
Subtotal DSC, Overhead & Fee (2020)		\$837	\$870	\$1,546	\$0	\$0	\$1,314	\$0	\$0	\$4,566
Subtotal DSC, Overhead & Fee (2021)		\$575	\$597	\$1,061	\$0	\$0	\$902	\$0	\$0	\$3,136
Total, DSC, Overhead & Fee		\$1,412	\$1,467	\$2,607	\$0	\$0	\$2,216	\$0	\$0	\$7,702
Subconsultants										\$0
										\$0
										\$0
Other Expenses:	AutoCAD					Hours @	\$0	/Hr.		\$0
	Mileage for Site Visits & Meetings				0	Miles @	\$0.550	/Mile		\$0
	Hotel/Per Diem for Site Visit					Person @		/Day/Person		\$0
	Airfare/Rental Car					Trip @		/Trip/Person		\$0
	Reproduction & Printing Expenses					Pages @	\$5.00	/Page		\$0
										\$0
										\$0
Total DNSC:										\$0
TOTAL ENGINEERING COST = DSC + OVERHEAD + FEE + DNSC =										\$ 7,702
TOTAL ESTIMATED COST =										\$ 7,702
TOTAL FEE =										\$ 7,702

RTC CNG Facility Expansion - IBMF Phase 2 Final Design - ASR2 - CMAR to DBB

ENGINEERING MAN-HOUR SUMMARY - Meetings, Engineering, and Construction Support Services

		Project Manager	Civil Engineer	Structural Engineer	Design Engineer	Sr. CADD	CADD Tech.	Graphics Tech.	Word Processing	
	001	0	0	0	0	0	0	0	0	0
Tasks	DATE	6	11	21	0	0	20	0	0	58
										0
										0
Additional 1 Design Meeting		1		2						3
Additional 1 Pre-bid Site Visit with DBB Contractor		1		2						3
										0
Additional Civil/Structural Engineering to response to Contractor Questions and respond to Pre-Bid Questions - NO DRAWING or SPECS UPDATES ARE ANTICIPATED			4	8						12
										0
Review Cost-Estimates and Quantities by ICE and DBB - NOT NEEDED				0						0
										0
										0
										0
Construction Support Services										0
										0
Additional 8 RFIs @ 2.5 hours		2	3	3			12			20
										0
Additional 1 Site Visit		2		2						4
Review GC Provided Survey Drawings and adjust C/S drawings (2 plans)			4	4			8			16
										0
										0
										0
										0
										0
TOTAL ALL TASKS		6.0	11.0	21.0	0	0	20	0	0	58

DRAWINGS

No.	Drawing	Project	Civil	Structural	Design Engineer	Sr. CADD	CADD	Graphics	Word	Totals
		Manager	Engineer	Engineer			Tech.	Tech.	Processing	
	Update Structural - 11 Drawings @ 2.0 +/-hours - NO DRAWING UPDATES									0
	Update Civil - 3 Drawings @ 2 - NO DRAWING UPDATES									0
	Update Specifications - NO UPDATES									0
										0
										0
										0
										0
										0
										0
										0
										0
										0
	Anticipated Total Drawings:									14
	SUBTOTAL DRAWINGS	0	0	0	0	0	0	0	0	0

Shah, Kaushal

From: Reb Guthrie <rebg@fuelsolutionsinc.com>
Sent: Wednesday, January 29, 2020 4:44 PM
To: John Jolly; Shah, Kaushal; Randy Riley
Cc: Hank Skonieczny ; Faye Farahmand; Evan Wade; Jackie Horak
Subject: Design-team quote for transition to Design Bid Build - RTC CNG Phase-B

** CONFIDENTIAL **

RTC Design Team:

Though not certain yet, there is a strong possibility that the Phase B project will be pulled away from WT as a CMR delivery, and will be transitioned to a conventional design-bid-build. *This is confidential and is not to be disseminated.* If this transition happens, the design-team scope will change, and Evan has requested that the FS team submit a firm quote that covers the marginal (additive) labor effort associated with this change, vs. our scope-fee proposed to date.

At minimum, such a transition would involve new scope as outlined below:

1. Pre-bid support (all new):
 - A. Review drawings and specs and remove / revise any language geared to CMR – change to design-bid-build
 - B. Drawing/spec revisions: Evaluate drawings and specs and consider any additions / revisions that may be needed to support a new GC and team of subs that are not familiar with the project (ie that did not work on Phase A)
 - C. Other?
2. Bid-phase support (all new):
 - A. Possible attendance at pre-bid conference and job walks
 - B. Review and reply to bid RFIs
 - C. Assist RTC to review bids (per-trade analysis)
 - D. Other?
3. Construction-phase support (beyond that proposed previously):
 - A. Allow for added / new RFIs from GC and subs that did not work on Phase A / are not familiar with project (as is W-T)
 - B. Allow for possibly extended construction period, as needed for new team of GC / subs to ‘learn’ the facility and project.
 - C. Other?

If any team members can think of other / new work that the team should consider, please replay all. Once we have a full understanding of the additive work, please send me your respective fee proposals directly, and I will coalesce and submit to the RTC. I would like your quotes before noon on Monday 2/3 please.

Also, please submit lump-sum fees for labor and travel for each of items 1, 2, 3 above. To keep it simple, each of the three task fees should assume equal coverage and effort for both IBMF and SMF. Here is a pro-forma fee schedule for each of you to fill in and send to me:

Firm:	Smith Engineering			
Task #	Task Description	\$ Labor LS	\$ Travel / Expenses LS	\$ TOTAL LS
1	Pre-bid support			
2	Bid-phase support			

3	Construction-phase support (additional)			
TOTALS PER FIRM (covers both facilities)				

Reb Guthrie | Principal & Project Manager
Fuel Solutions, Inc. | o 310/207-8548 x 102 | m 310/714-5132

Mr. Kaushal Shah, P.E., S.E.
WSP
300 South 4th Street, Suite 1200
Las Vegas, NV 89101

Exhibit A
February 3, 2020

**RE: Proposal to Provide Geotechnical Services During Design-Bid-Build Process
RTC Sunset Maintenance Facility CNG Upgrades Phase B
Clark County, Nevada**

Dear Mr. Shah:

As requested, Black Eagle Consulting, Inc. (BEC) is pleased to submit this proposal to provide geotechnical services during the design-bid-build process of the above-referenced project to provide any needed clarification/assistance to WSP USA on geotechnical-related items. A geotechnical update report was issued for the above-referenced project by BEC titled *Update to Geotechnical Report, RTC Sunset Maintenance Facility, Clark County, Nevada*, dated September 6, 2019. It is understood the project delivery method is to be changed from Construction Manager At-Risk to Design-Bid-Build.

The following is assumed in the cost estimate for our services:

- Up to 10 hours of the undersigned BEC geotechnical engineer's time for any needed coordination, review and response to geotechnical-related Requests for Information (RFI) from the general contractor and geotechnical consultation through the project design, bidding and construction. It is assumed about 2 to 3 RFIs and some limited coordination/consultation will be necessary from the geotechnical discipline considering the project details.
- Some clerical time for processing and issuance of any written geotechnical letters (e.g., addendums to the geotechnical update report).

The estimated cost for the geotechnical engineering services is \$2,000.00. Our services will be billed on a time-and-materials basis in accordance with our Standard Rates for Services in effect at the time of service. A copy of our current standard rates schedule has been attached to this proposal. The above-noted fee will not be exceeded (Not to Exceed) without prior authorization for any needed additional services. Site visits, onsite meetings, or geotechnical testing are not budgeted in our scope of work.

Unless BEC executes a contract to the contrary, all geotechnical work will be conducted in accordance with the attached Professional Services Agreement. If the terms of the contract and the scope of this proposal are acceptable, please execute the Professional Services Agreement, make a copy for your records, and return the executed agreement as your authorization for BEC to proceed. The Professional Services Agreement shall be binding on both parties if work is started prior to its execution.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600 Fax: 775/359-7766
Email: mail@blackeagleconsulting.com

Mr. Kaushal Shah, P.E., S.E.

2

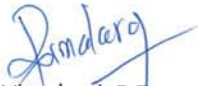
WSP

February 3, 2020

We wish to thank you for the opportunity to submit this proposal and look forward to the possibility of working with you on this project.

Sincerely,

Black Eagle Consulting, Inc.



Vimal P. Vimalaraj, P.E.

Engineering Division Manager

Enclosures: Professional Services Agreement
2020 Standard Rates for Services

PV:cjr



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600 Fax: 775/359-7766
Email: mail@blackeagleconsulting.com

**BLACK EAGLE CONSULTING, INC.
GEOTECHNICAL CONSULTING PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 3rd day of February, 2020 and between WSP,
Hereinafter referred to as "CLIENT" and Black Eagle Consulting, Inc., herein after referred to as "CONSULTANT."

CLIENT: WSP

ADDRESS: 300 South 4th Street, Suite 1200, Las Vegas, NV 89101

PROJECT: RTC Sunset Maintenance Facility CNG Upgrades Phase B

Geotechnical Services During Design-Bid-Build Process in accordance with Exhibit A dated February 3,

I. SCOPE OF SERVICES: 2020

II. COMPENSATION: Time-and-Materials Basis Not to Exceed \$2,000.00 in accordance with Exhibit A dated February 3, 2020

III. PROFESSIONAL SERVICES:

1. In providing service under this Agreement, Consultant will endeavor to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession practicing in the same County and at the same time the services were performed. Consultant's services shall be deemed acceptable under this standard, and Client waives all claims against Consultant which in any way relate to or arise from a claim of a breach of this standard, if Client does not notify Consultant in writing of such deficiencies or defects in Consultant's services within one year after performance of said Services. Upon notice to Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services and meeting such a standard as the sole remedy related thereto. The Consultant makes no warranty, expressed or implied, as to its professional services rendered under this Agreement.
2. Client recognizes that subsurface conditions may vary from those encountered at the location where borings/test pits, surveys, or exploration are made by Consultant and that the data, interpretations and recommendations of Consultant are based solely on information available to Consultant. Consultant shall have no liability for geotechnical conditions different from those observed in the explorations. In the event geotechnical conditions different from those observed in the explorations are observed, corresponding revisions of geotechnical conclusions and recommendations may be necessary.
3. If expansive clay, collapsible soils, or expansive bedrock are present, such conditions cannot be completely eliminated and some expansive movements of any improvements constructed over expansive clay or expansive bedrock should be anticipated and Client releases Consultant from liability for any damages which result from expansive movements of improvements which Consultant reports should be anticipated in its geotechnical report
4. Groundwater levels will be measured at the time of exploration. From this date of exploration, groundwater elevation may vary seasonally with changes in precipitation, runoff, and irrigation practices. Consultant makes no warranty either expressed or implied that water levels measured at the time of exploration will represent future conditions and Client releases Consultant from any claim related groundwater elevations which are not measured at the time of exploration.
5. The geotechnical investigation including exploration, testing, analysis, conclusions, and recommendations will be prepared for a specific project and cannot be extrapolated to other projects or locations. Any revision of the scope of the project, ownership, site conditions, ordinances or policies of review agencies will require a review and update of geotechnical conclusions and recommendations.
6. Recommendations are based upon the assumption that sufficient inspection and material testing will be provided during all phases of construction. During construction we should be retained to observe and test all site preparation, grading, fill placement, foundation preparation, underground utilities, and pavement. If Consultant is not retained to perform construction observations, Client assumes all responsibility for interpretation of the geotechnical report and any differences between the geotechnical report and actual site conditions which could have been observed by Consultant, and Client waives any claims against the Consultant related thereto.

IV. HAZARDOUS SUBSTANCES: Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the site, the Consultant may, at its option and without liability for consequential or any other damages, notify appropriate local, state or federal agencies and suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the site is in full compliance with all applicable laws and regulations. Client, shall compensate for any additional work on a time and expense basis in accordance with the Consultant's current Standard Fee Schedule which relates to the presence of any hazardous or toxic materials. Client releases, covenants not to sue and agrees to defend and indemnify Consultant for any claim or cause of action which may arise out of, or is in any way connected to the presence of hazardous or toxic materials.

V. PAYMENT:

1. For services rendered, the Client shall pay Consultant upon submission of monthly invoices an amount equal to the actual hours of services furnished for the month or on a percentage of the Lump Sum amount.
2. In addition, the Client shall reimburse the Consultant at cost plus ten percent (10%) for service of Special Consultant, Subcontractor or other costs paid by the Consultant.
3. In the event all or any portion of the work shall be suspended, abandoned or terminated, the Client shall pay Consultant for all fees, charges and services already provided for the Project not to exceed the Contract Sum.
4. Client agrees to pay Consultant's invoices within thirty days after the date of the invoice. Client agrees to pay a late payment charge which will be computed at the periodic rate of one and one-half percent (1-1/2%) per month, which is an ANNUAL PERCENTAGE of eighteen percent (18%), and will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.
5. Client agrees that the periodic billings from Consultant are correct, conclusive, and binding on Client unless Client, within ten (10) days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.
6. If payment in full is not made by the Client within forty-five (45) days of the mailing date of any invoice, Consultant may treat such non-payment as a material breach of this Agreement and, at Consultant option, may without further notice, immediately stop work or terminate this Agreement without breaching this Agreement.

VI. CHANGES IN WORK: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent they effect the scope of series, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. In establishing fees for any additional services to be performed, the Consultant shall utilize its standard hourly fee schedule in effect at that time. If terms cannot be agreed to, Consultant has the absolute right to terminate this Agreement.

VII. RIGHT OF ENTRY:

1. The Client will provide the right of entry to Consultant and all necessary equipment in order to work.
2. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

VIII. UTILITIES:

1. In the performance of the work required hereunder, Consultant will take all reasonable precaution to avoid damage to subterranean structures or utilities. If subsurface exploration is required in dedicated rights of way, the Consultant shall notify USA DIG for utility clearance.
2. The Client agrees to defend, indemnify and hold Consultant harmless for any damages related to subterranean structures which are not called to Consultant's attention and correctly shown on the plans furnished. On private property, the Client will be responsible for identification and location of all underground utilities and structures. The Consultant can retain the services of an underground utility location service for such identification and location if mutually agreed upon in writing. The additional work required pursuant to the foregoing shall be compensated on an actual time and expense basis.

IX. SAMPLES: Consultant will retain all soil and rock samples for thirty (30) days. Further storage of samples can be made at Client's expense upon ten (10) days prior written notice from Client to Consultant.

X. OWNERSHIP OF DOCUMENTS:

1. Consultant shall be deemed the sole owner and author of its work product derived from performance of the services including all drawings, specifications, tests, reports, surveys, summaries, plans, maps, inventions, know-how, spreadsheets and other documents and Property, including those in electronic form prepared by Consultant, are ("Work Product") and Consultant shall retain all common law, statutory and other reserved rights, including copyrights to such Work Product. During the existence of this Agreement, Consultant grants the Client a nonexclusive license to reproduce the Work Product solely for the purposes of completing the project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Any termination of this Agreement prior to completion of the Consultant's Services shall terminate this license. The nonexclusive license shall not be assigned to any other person or entity unless such assignment is approved in advance and in writing by Consultant. Neither the Client nor any other person may change or modify the Work Product without Consultant's written authorization.
2. Any unauthorized reuse, distribution or alterations to the Work Product will be at Clients sole risk and without liability or legal exposure to Consultant. The Client releases Consultant from any liability and shall defend, indemnify, protect and hold harmless Consultant as to all claims, liabilities, damages, expenses of any nature, including attorney fees, arising in whole or in part, directly or indirectly, from such unauthorized reuse, distribution or alteration to the Work Product. This obligation shall survive termination of this Agreement.

XI. CONTRACTOR'S OR CLIENT'S WORK: Client agrees that its contractors and subcontractors are responsible for the completion or quality of work that is performed by the Client or its contractors or subcontractors. Client therefore agrees to release, hold harmless, defend and indemnify Consultant from any claim related to its contractors and subcontractors completion or quality of work or the construction means, methods, techniques, sequences, time delays, procedures or safety precautions and programs in connection with the Project or the failure of any contractor, subcontractor, vendor or other project participant to comply with any laws, ordinances, regulations, rules, codes, orders, criteria, standards, contracts, reports or plans.

XII. LIABILITY INSURANCE: The Consultant shall provide and maintain comprehensive general liability coverage of not less than \$1,000,000 combined single limit bodily injury and property damage and automobile liability of not less than \$1,000,000 combined single limit bodily injury and property damage liability. The Consultant shall provide Workers' Compensation coverage in accordance with the laws of the State of Nevada. The Consultant shall provide and maintain professional liability insurance with an aggregate limit of \$500,000.

XIII. LIMITATION OF LIABILITY: In order to obtain the benefits of a fee which includes a lesser allowance for risk funding, and in recognition of the relative risks and benefits to both the Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the risks and liability of Consultant to the Client and to all other parties, including owners and subsequent owners of the project, contractors, subcontractors, consultants, lenders, suppliers, manufacturers and secured parties for all claims, losses, costs, damages or expenses of any nature, including attorney's fees, such that the total aggregate liability of Consultant, its owners, officers, directors, partners, employees, vendors and subconsultants, shall not exceed fifty thousand dollars (\$50,000), or Consultant's total fee for the services rendered on this project, whichever is less. Client further agrees to defend, indemnify, protect, hold harmless and reimburse Consultant as to all claims, liabilities, damages, costs, and expenses of any nature, including attorney's and expert's fees, brought by Client or any third party, including those named above which exceed this aggregate amount. The duty to defend Consultant shall arise immediately upon Consultant notice to Client of a claim which exceeds the aggregate liability set forth above. The obligations of this paragraph shall survive termination of this Agreement.

XIV. TERMINATION: This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

XV. DISPUTES:

1. If Consultant commences a claim due to Client's breach of this Agreement, or if Client institutes a lawsuit against Consultant for any alleged negligence, error, omission or other failure to perform, and if Client fails to obtain a judgment in Client's favor, or if the lawsuit is dismissed, or if judgment is rendered for Consultant, Client agrees to pay Consultant all costs of defense, including attorneys' fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made immediately following dismissal, or awarded by the court in its judgment.
2. Client agrees to indemnify, defend, and hold Consultant harmless from and against any and all claims, demands, losses, damages, and expenses, or liability of any kind or nature, including third-party claims, which Consultant may sustain or incur, or which may be imposed upon it, because of or arising out of, or attributable to, the actions or conduct of Client, or any of Client's agents or employees.
3. The services are being performed by Consultant as a Nevada corporation and the parties intend that the Consultant's services in connection with the project shall not subject Consultant's owners, individual employees, officers or directors to any personal legal exposure for the risks associated with the project. Therefore Client agrees that its sole and exclusive remedy, any claim or demand shall be asserted only against Black Eagle Consulting, Inc. a Nevada corporation, and not against any individual owners, employees, officers or directors and Client hereby releases any such individual owner, employee, officer or director from any such claim.

- 4. In the event that Client has a claim, demand, legal or administrative action of any type against Consultant, Client must file such claim in Washoe County, Nevada within two (2) years from Consultants last invoice under this Agreement. Client hereby waives the right to assert a claim, demand, legal or administrative action, of any type against Consultant after such time frame and the same shall be deemed forever barred.

XVI. STANDARD CONDITIONS:

- 1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- 2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
- 3. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, covenant, shall not constitute the waiver of any other term, condition or covenant, or the breach of any other term, condition or covenant.
- 4. This Agreement is between Client and Consultant only and there are no third-party beneficiaries of this Agreement other than as expressly set forth herein.

XVII. CHOICE OF LAW: This Professional Services Agreement shall be interpreted and construed according to the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CONSULTANT: BLACK EAGLE CONSULTING, INC.

CLIENT: WSP

BY: *Shaun Smith*

BY: _____

NAME: Shaun Smith, P.E., LEED AP

NAME: _____

TITLE: President

TITLE: _____

N:\Promo\Contracts\2020\GEO\WSP.RTC Sunset Maintenance CNG Ph B.geo psa.doc

Revised: August 17, 2011



BLACK EAGLE CONSULTING, INC.

2020 STANDARD RATES FOR SERVICES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-half. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

<u>SUPPORT SERVICE</u>	<u>RATE/HOUR</u>
President	\$175.00
Vice President	\$175.00
Senior Consultant	\$175.00
ENGINEERING:	
Division Manager	\$160.00
Project Manager	\$130.00
Project Engineer/Geologist	\$120.00
Engineering Technician	\$ 95.00
Drafting	\$ 75.00
MATERIALS TESTING:	
Division Manager	\$140.00
Senior Materials Technician	\$100.00
Materials Technician	\$ 87.00
Materials Technician Trainee	\$ 75.00
CONSTRUCTION TESTING AND INSPECTION:	
Division Manager	\$150.00
Project Manager	\$130.00
Field Manager/Assistant Project Manager	\$105.00
Special Inspector	\$ 95.00
Senior Inspector	\$ 92.00
Inspector/Tester	\$ 85.00
TRAVEL AND EQUIPMENT:	
Vehicle	\$ 8.00
Mileage	\$ 1.50/mile
Per Diem	P.O.R.*
Nuclear Densometer	\$ 10.00
Coring Machine	\$ 35.00
Pachometer	\$ 15.00
Torque Wrench	\$ 15.00
Skidmore-Wilhelm Bolt Tension	\$ 15.00
Ultrasonic Equipment	\$ 20.00
Paint Thickness Gauge	\$ 10.00
Schmidt Hammer	\$ 10.00
Vane Shear	\$ 10.00
HERZ	\$ 60.00
ReMi Geophysical	\$600.00/day
Crosshole Sonic Logging	\$500.00/day
Floor Flatness Equipment + Labor	\$200.00/Hour
CLERICAL:	
Clerical/Word Processor	\$ 65.00
Computer	\$ 10.00
Supplies	Cost + 10%
Copying	\$ 0.20/page
Color Copies: 8-1/2" x 11"	\$ 0.50/page
Color Copies: 11" x 17"	\$ 2.00/page
OUTSIDE SERVICES:	Cost + 10%



BLACK EAGLE CONSULTING, INC.

2020 STANDARD RATES FOR SERVICES

2020 LABORATORY SERVICES SCHEDULE OF CHARGES

<u>TESTS</u>	<u>UNIT PRICE</u>
SOILS TESTING:	
Moisture Content (ASTM D 2216)	\$ 25.00/test
Moisture Content and Dry Density (ASTM D 2937)	\$ 50.00/test
Atterberg Limit (ASTM D 4318)	\$ 95.00/test
Minus 200 Wash (ASTM D 1140)	\$ 70.00/test
Standard Sieve Analysis	\$100.00/test
Hydrometer Analysis minus No. 10 (ASTM D 422)	\$225.00/test
Soil Specific Gravity (ASTM D 854)	\$ 80.00/test
R-Value, Untreated Field Sample (ASTM D 2844)	\$255.00/test
▪ ¾" Batching	add \$ 35.00/test
Consolidation, 4 points & 1 Rebound Point (ASTM D 2435)	\$300.00/test
Direct Shear, UU, CU, CD (ASTM D 3080)	\$300.00/test
Unconfined Compression (ASTM D 2166)	\$ 90.00/test
Durability Index	\$120.00/test
California Bearing Ratio	\$700.00/test
Resistivity (Miller Soil Box)	\$100.00/test
Standard Proctor Compaction (ASTM D 698)	
Method A or B (4-inch mold) or Method C (6-inch mold)	\$160.00/test
Modified Proctor Compaction (ASTM D 1557)	
Method A or B (4-inch mold) or Method C (6-inch mold)	\$170.00/test
Compaction Check Point (4-inch or 6-inch mold)	\$ 50.00/test
Rock Correction (ASTM D 4718)	\$ 80.00/test
Harvard Miniature (Nev T-101)	\$200.00/test
Expansion Index	\$175.00/test
AGGREGATE TESTING:	
Standard Sieve Analysis	\$100.00/test
Atterberg Limit (ASTM D 4318)	\$ 95.00/test
Moisture Content (ASTM D 2216)	\$ 25.00/test
Specific Gravity Fine Aggregate with Absorption (ASTM C 128)	\$ 80.00/test
Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)	\$ 80.00/test
Clay Lumps and Friable Particles (ASTM C 142)	\$ 85.00/test
Flat and Elongated Particles (CRD 119, 120)	\$ 75.00/test
Fractured Faces (Nev T-230)	\$ 75.00/test
Sand Equivalent (ASTM D 2419)	\$100.00/test
Cleanness Test of Aggregate	\$100.00/test
Organic Impurities (ASTM C 40)	\$ 75.00/test
Dry Unit Weight of Aggregate (ASTM C 29)	\$ 60.00/test
Sodium Soundness of Aggregate (ASTM C 88)	\$ 90.00/fraction
Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5 inch aggregate size (ASTM C 535)	\$300.00/test
PORTLAND CEMENT TESTING:	
Compression of Concrete Cylinder (ASTM C 39)	\$ 22.00/ea.
Compression of Grout Cylinder (UBC 24-28)	\$ 22.00/ea.
Compression of Mortar Cylinder (UBC 24-22)	\$ 22.00/ea.
Compression of Cored Concrete (ASTM C 42)	\$ 40.00/ea.
Compression of Shotcrete	\$100.00/ea.
Flexural Strength of Concrete Beams (ASTM C 78, C 293)	\$ 75.00/ea.
Splitting Tensile Strength of Concrete Cylinder (ASTM C 496)	\$ 50.00/ea.



BLACK EAGLE CONSULTING, INC.

2020 STANDARD RATES FOR SERVICES

MASONRY TESTING:

Compression of Masonry Unit (ASTM C 140) (Set of 3)	\$180.00/set
Compression of Masonry Prism (ASTM C 1314)	\$130.00/ea.
Shrinkage (Set of 3)	\$450.00/set
Moisture (Set pf 3)	\$120.00/set

ASPHALT CONCRETE TESTING:

Bitumen Content by Ignition	\$110.00/test
Asphalt Gradation	\$ 90.00/test
Marshall Stability and Flow, Compaction and Unit Weight (ASTMD 1559)	\$210.00/test
Maximum Theoretical Specific Gravity (ASTM D 2041)	\$ 90.00/test
Unit Weight of Asphalt Cores (ASTM D 2726)	\$ 35.00/ea.
Hveem Compaction and Stability	\$120.00/ea.
Hot Mix Asphalt Mix Design	P.O.R.*
CTB Mix Design	P.O.R.*

MISCELLANEOUS:

Mobile Asphalt/Soils Testing Laboratory	\$150.00/working day**
Special Handling	\$ 75.00/hour
Rush Charge	50% Additional Charge
Fireproofing	\$ 65.00/test

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, Inc. supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, Inc. will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

* Price on request

**Excludes mobilization/demobilization, which is performed on a time-and-materials basis.

Shah, Kaushal

From: Todechiney, Tony <Tony.Todechiney@terracon.com>
Sent: Monday, February 3, 2020 11:28 AM
To: Shah, Kaushal
Subject: RE: Design-team quote for transition to Design Bid Build - RTC CNG Phase-B

Hi Kaushal,

Please use this email for documentation until I can prepare a formal change order.

Bid phase support (includes 1 on-site meeting) = \$465 (3 hrs @ \$155/hr)
Construction phase support (includes 2 on-site meetings) = \$930 (6 hrs @ \$155/hr)
Response to RFI's = \$620 (4 hrs @ \$155/hr)

Total = \$2,015

Tony Todechiney, P.E.
Department Manager | Construction Materials Services

Terracon

750 Pilot Road, Suite F | Las Vegas, Nevada 89119

Dir: (702) 979 7970 | Off: (702) 597 9393

Fax: (702) 597 9009 | Cell: (702) 809 5744

Tony.Todechiney@terracon.com | www.terracon.com

Join us on social media



From: Shah, Kaushal <kaushal.shah@wsp.com>
Sent: Monday, February 3, 2020 9:29 AM
To: Todechiney, Tony <Tony.Todechiney@terracon.com>
Subject: FW: Design-team quote for transition to Design Bid Build - RTC CNG Phase-B

Hi Tony,

As discussed, please see below. Please get me a proposal for additional efforts related to below discussion.

Thank you,

- Kaushal

From: Reb Guthrie <rebg@fuelsolutionsinc.com>
Sent: Wednesday, January 29, 2020 4:44 PM
To: John Jolly <jjolly@cjts.net>; Shah, Kaushal <kaushal.shah@wsp.com>; Randy Riley <Randy.Riley@nv5.com>
Cc: Hank Skonieczny <hjs@swiarchitects.com>; Faye Farahmand <fayef@fuelsolutionsinc.com>; Evan Wade <WadeE@rtcnsnv.com>; Jackie Horak <jackieh@fuelsolutionsinc.com>
Subject: Design-team quote for transition to Design Bid Build - RTC CNG Phase-B

**** CONFIDENTIAL ****

RTC Design Team:

Though not certain yet, there is a strong possibility that the Phase B project will be pulled away from WT as a CMR delivery, and will be transitioned to a conventional design-bid-build. *This is confidential and is not to be disseminated.* If this transition happens, the design-team scope will change, and Evan has requested that the FS team submit a firm quote that covers the marginal (additive) labor effort associated with this change, vs. our scope-fee proposed to date.

At minimum, such a transition would involve new scope as outlined below:

1. Pre-bid support (all new):
 - A. Review drawings and specs and remove / revise any language geared to CMR – change to design-bid-build
 - B. Drawing/spec revisions: Evaluate drawings and specs and consider any additions / revisions that may be needed to support a new GC and team of subs that are not familiar with the project (ie that did not work on Phase A)
 - C. Other?
2. Bid-phase support (all new):
 - A. Possible attendance at pre-bid conference and job walks
 - B. Review and reply to bid RFIs
 - C. Assist RTC to review bids (per-trade analysis)
 - D. Other?
3. Construction-phase support (beyond that proposed previously):
 - A. Allow for added / new RFIs from GC and subs that did not work on Phase A / are not familiar with project (as is W-T)
 - B. Allow for possibly extended construction period, as needed for new team of GC / subs to ‘learn’ the facility and project.
 - C. Other?

If any team members can think of other / new work that the team should consider, please replay all. Once we have a full understanding of the additive work, please send me your respective fee proposals directly, and I will coalesce and submit to the RTC. I would like your quotes before noon on Monday 2/3 please.

Also, please submit lump-sum fees for labor and travel for each of items 1, 2, 3 above. To keep it simple, each of the three task fees should assume equal coverage and effort for both IBMF and SMF. Here is a pro-forma fee schedule for each of you to fill in and send to me:

Firm:	Smith Engineering			
Task #	Task Description	\$ Labor LS	\$ Travel / Expenses LS	\$ TOTAL LS
1	Pre-bid support			
2	Bid-phase support			
3	Construction-phase support (additional)			
TOTALS PER FIRM (covers both facilities)				

Reb Guthrie | Principal & Project Manager
Fuel Solutions, Inc. | o 310/207-8548 x 102 | m 310/714-5132

NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

-LAEmHhHzdJzBITWfa4Hgs7pbKl

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access the hyperlink, please e-mail sender.

2/11/20

Dear Reb,

Please see the attached cost estimate for the add services associated with transition to low-bid delivery for the RTC CNG phase B projects at SMF and IBMF:

Firm:	C&J Technical Solutions and Services Inc.						
Task #	Task Description	Hours	\$ Rate/hr	\$ Labor LS	\$ Travel / Expense LS	\$ Totals	Remarks
1	Pre-bid support	6	175	1050	None	1050	Estimated 3 hours of support for IBMF and 3 hours support for SMF.
2	Bid-phase support	26	175	4550	1300	5850	1 Full day site visit with 2 team members, travel cost plus 16 hours of time. Additional 10 hours of time estimated for RFI Bid question response, 5 hours for each project. Travel Cost is based on 2 round trip air fare at \$650 each ticket.
3	Construction-phase support (additional)	32	175	5600	1300	6900	1 Full day site visit with 2 team members, travel cost plus 16 hours of time. Additional 16 hours of time estimated for RFI response questions, 10 hours IBMF, 6 hours SMF. Travel Cost is based on 2 round trip air fare at \$650 each ticket.
TOTALS (Covers both facilities)		64	175	11200	2600	13800	

Thank you,

Allen R. Young, P.E.
Mechanical Engineer I



Corporate Office | [4000 Valley Blvd., Suite 103 | Walnut, CA 91789](#) | T: 909•598•6067
 Orange County Office | [1520 Brookhollow Dr., Suite 42 | Santa Ana, CA 92705](#) | T: 714•707•6800
 Cell: 909•694•8614
 Email: ayoung@cjtss.net
 Website: www.cjtss.net

February 6, 2020

Fuel Solution, Inc
5755 Uplander Way, Suite A
Culver City, CA 90230

Attention: Mr. Reb Guthrie

Subject: RTC - SMF CNG Phase - B
NV5 Project No. P60017-0676000.02 Rev.1

Reb:

In accordance with your email dated January 29, 2020, NV5 Consultants offers the additional scope of services. We understand the project consists of the design & construction of two fueling locations for the Regional Transportation Commission of Southern Nevada (RTC).

According to the information provided, we understand that the approximate project schedule is as follows. In the absence of a definitive program, our proposal is based on the following approximate timeline:

1. Pre-Bid/Bid Phase – 6 months
2. Construction Administration - 12 months

GENERAL SERVICES

PRE-BID PHASE

1. Review TY and FA specs for any references to “CMAR” and change to “General Contractor” and resubmit specs (2 hours).

BID PHASE

1. Reply to 2 or less RFIs during bid phase; IE: due to helping new contractors acclimate to the project (2 hours).
2. Review bids for TY and FA issues (2 hours)
3. Any reasonable fee associated with the extended/delayed CA, due to the addition of the pre-bid and bid scope; no specific deliverables only wait time to complete project.
4. 2 hour pre-bid meeting at the RTC
5. 2 hour site visit/job walks at SMF

CA PHASE

1. Reply to 2 or less RFIs during construction phase; IE: due to helping new contractors acclimate to the project (2 hours).
2. 2 hour site visit/job walks at SMF.

Please note this additional service request will supplement the base proposal and all parts of the base proposal will apply unless noted otherwise. Our estimated Lump Sum fee for the foregoing services is as follows:

FUEL SOLUTIONS, INC
 Attention: **Reb Guthrie**
 Subject: **RTC - SMF CNG Phase - B**
February 6, 2020
 Page 2

DISCIPLINE						FEEES
	Pre-Bid Support	Bid Support	CA	Total Hours	Hourly Rate	Total
Technology Consulting and Design Services	\$290	\$1,160	\$580	14	\$145	\$2,030.00
Fire Protection Engineering Services	\$175	\$1,250	\$500	Principal: 4 Sr. Designer: 8.5 Admin: 1	Principal: \$250 Sr. Designer: \$100 Admin: \$60	\$1,925.00
Travel Expenses for Fire Protection Personnel						\$100.00
						TOTAL \$4,055.00

If all is in order, please indicate your approval in the space provided below. This proposal is valid for 30 days.

Should there be any questions regarding the above, or if additional clarification regarding our anticipated scope of services and associated fee is desired, please do not hesitate to call.

Regards,

NV5



Randy Riley
 Project Consultant, Security & Surveillance

Accepted by:

 Client

 Date

RR\lm
 J:\17.0676\Contract-Fees\ASRs\2020-02-06 P60017-0676000.02 Rev.1 - RTC - Sunset Maintenance Facility CNG - Phase B.docx

February 6, 2020

Fuel Solution, Inc
5755 Uplander Way, Suite A
Culver City, CA 90230

Attention: Mr. Reb Guthrie

Subject: RTC - IBMF CNG Phase - B
NV5 Project No. P60017-0678000.02 Rev.1

Reb:

In accordance with your email dated January 29, 2020, NV5 Consultants offers the additional scope of services. We understand the project consists of the design & construction of two fueling locations for the Regional Transportation Commission of Southern Nevada (RTC).

According to the information provided, we understand that the approximate project schedule is as follows. In the absence of a definitive program, our proposal is based on the following approximate timeline:

1. Pre-Bid/Bid Phase – 6 months
2. Construction Administration - 12 months

GENERAL SERVICES

PRE-BID PHASE

1. Review TY and FA specs for any references to “CMAR” and change to “General Contractor” and resubmit specs (2 hours).

BID PHASE

1. Reply to 2 or less RFIs during bid phase; IE: due to helping new contractors acclimate to the project (2 hours).
2. Review bids for TY and FA issues (2 hours)
3. Any reasonable fee associated with the extended/delayed CA, due to the addition of the pre-bid and bid scope; no specific deliverables only wait time to complete project.
4. 2 hour pre-bid meeting at the RTC
5. 2 hour site visit/job walks at IBMF

CA PHASE

1. Reply to 2 or less RFIs during construction phase; IE: due to helping new contractors acclimate to the project (2 hours).
2. 2 hour site visit/job walks at IBMF.

Please note this additional service request will supplement the base proposal and all parts of the base proposal will apply unless noted otherwise. Our estimated Lump Sum fee for the foregoing services is as follows:

FUEL SOLUTIONS, INC
 Attention: **Reb Guthrie**
 Subject: **RTC - IBMF CNG Phase - B**
February 6, 2020
 Page 2

DISCIPLINE						FEEES
	Pre-Bid Support	Bid Support	CA	Total Hours	Hourly Rate	Total
Technology Consulting and Design Services	\$290	\$1,160	\$580	14	\$145	\$2,030.00
Fire Protection Engineering Services	\$175	\$1,250	\$500	Principal: 4 Sr. Designer: 8.5 Admin: 1	Principal: \$250 Sr. Designer: \$100 Admin: \$60	\$1,925.00
Travel Expenses for Fire Protection Personnel						\$100.00
						TOTAL \$4,055.00

If all is in order, please indicate your approval in the space provided below. This proposal is valid for 30 days.

Should there be any questions regarding the above, or if additional clarification regarding our anticipated scope of services and associated fee is desired, please do not hesitate to call.

Regards,

NV5



Randy Riley
 Project Consultant, Security & Surveillance

Accepted by:

 Client

 Date

RR\lm

J:\17.0678\Contract-Fees\ASRs\2020-02-06 P60017-0678000.02 Rev.1 - RTC - Integrated Bus Maintenance Facility CNG - Phase B.docx

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: APPROVE CONTRACT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE AWARD OF BID NO. 17-053CON, COMPRESSED NATURAL GAS (CNG) DETECTION SYSTEM IMPROVEMENTS AT INTEGRATED BUS MAINTENANCE FACILITY (IBMF) AND SUNSET MAINTENANCE FACILITY (SMF) PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, SLETTEN CONSTRUCTION OF NEVADA, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$2,794,427.00, INCLUSIVE OF A \$175,000.00 OWNER-CONTROLLED ALLOWANCE AND A \$75,000.00 PERMIT ALLOWANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:

Funds in the amount of \$275,000.00 are budgeted and available in the Transit Fund for Fiscal Year 2020. Remaining funds will be spent from the same fund for Fiscal Year 2021. Of the total contract amount, 65 percent is eligible for reimbursement with federal funds with a 35 percent local match.

BACKGROUND:

Invitation to Bid No. 17-053CON, CNG Detection System Improvements at IBMF and SMF Project, was issued on November 5, 2019. The bids were received and opened at a public bid opening on December 10, 2019. The result follows:


<u>Bidder</u>	<u>Bid Amount</u>
Lakeland Electric	\$1,646,959.00*
Sletten Construction of Nevada	\$2,794,427.00

* Lakeland Electric failed to meet the mandatory Disadvantage Business Enterprise (DBE) goal. Lakeland Electric bid had 0.0 percent DBE participation.

The mandatory DBE participation goal is 14.1 percent. The bidder's commitment is 15.2 percent.

Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible bidder, Sletten Construction of Nevada, Inc., in the not-to-exceed amount of \$2,794,427.00.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

RTC Item #8
April 9, 2020
Consent



RTC CONTRACTOR AGREEMENT

THIS RTC-CONTRACTOR AGREEMENT (the “Contract”) is made and entered into this 9th day of April 2020, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (the “RTC”) and Sletten Construction of Nevada, Inc., (the “Contractor”).

RECITALS:

WHEREAS, the Contractor having submitted a Bid to the RTC for the construction of the project commonly known and referred to as CNG Detection System Improvements at IBMF and SMF Project, Bid No. 17-053CON; and

WHEREAS, the RTC Commission, after due consideration of the submitted bids, awarded a contract to the Contractor for the construction of the Project in the amount set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. **PROJECT DESCRIPTION.** The Project consists of the construction more fully set forth and described in the Contract Documents (defined in the Drawings, included in the Bid Documents, as defined in the Definitions in Exhibit B, General Conditions attached hereto).
2. **CONSTRUCTION COVENANT.** The Contractor hereby covenants and agrees to undertake and complete the Work (defined in the Scope of Work in Exhibit A, General Conditions in Exhibit B attached hereto and specifications and drawings) in a good, substantial and workmanlike manner. The Contractor further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and to accept payment of the Contract Amount as complete compensation therefore (including all of the expenses, direct or indirect, incurred by the Contractor in connection therewith).
3. **CONTRACT AMOUNT.** For performance of the Work, the RTC agrees to pay the Contractor the following lump sum Bid amount: **(\$2,544,427.00)** (the “Contract Amount”). In addition to the Bid Amount, the RTC requires an Owner-Controlled Allowance of **\$175,000.00** and a Permit Allowance of **\$75,000.00**, for a total not-to-exceed amount of **\$2,794,427.00**. The aforementioned amount is subject to increase or decrease as provided in the Contract.
4. **DOCUMENT INCORPORATION.** The Contract consists of this two page document and the following documents attached or as referenced to are incorporated herein as a part hereof:
 - A. Scope of Work, Exhibit A
 - B. Bid Proposal (including attachments thereto), Exhibit B (attached)
 - C. General Conditions, Exhibit C (attached)
 - D. Special Provisions, included in the Bid Documents (as defined in the General Conditions)
 - E. Drawings, included in the Bid Documents (as defined in the General Conditions)
 - F. Addenda No. 1, dated December 13, 2019; and associated Drawings, included in the Bid Documents (as defined in the General Conditions)
 - G. Current Certificate(s) of Insurance and Endorsement(s) submitted by Contractor
 - H. Performance Bond, Labor and Material Payment Bond, and Guaranty Bond submitted by Contractor
 - I. 5% and 2 Hour Subcontractor Lists (as attached)
 - J. Prevailing Wage Rates and/or Federal Wage Rates, Exhibit D (as attached)
 - K. Federal Clauses and Conditions, Exhibit E (as attached)
 - L. Attachments included in the NGEM website
 - M. Invitation to Bid No. 17-053CON
5. **COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **365 calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

- 6. LIQUIDATED DAMAGES.** Liquidated Damages are provided for in Section GC.6 (all paragraphs except GC.6.B) of the General Conditions in the amount of **\$1500.00 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or RTC approved extensions thereof, or other non-compliances as specified. For non-compliances of GC.6.B, the RTC may recover directly from the Contractor liquidated damages in the amount of 1% of the cost of the largest contract to which it is a party.

(Federally funded projects) Any federally funded contract is required to contain either:

- A. Liquidated damages provisions based on anticipated damages to be suffered by the RTC which are impossible to determine due to late delivery performance and are to be shown in the contract a specified rate per day, or
- B. Actual damages to RTC and the method of calculation documented in the procurement file.

The above-referenced Liquidated Damages amount(s) is/are reflective of this requirement.

- 7. ELECTRONIC SIGNATURE.** This Contract and related documents may be executed by the parties separately and will be considered signed when the signature of a party is delivered by facsimile or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such facsimile signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing facsimile signatures. By signing this Contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
- 8. NOTICES.** Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the RTC: Regional Transportation Commission of Southern Nevada
 Purchasing & Contracts Manager
 Second Floor
 600 South Grand Central Parkway
 Las Vegas, NV 89106

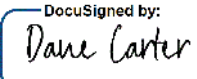
To the Contractor: Sletten Construction of Nevada, Inc.
 Dane Carter
 5825 Polaris Avenue
 Las Vegas, NV 89118

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the RTC and the Contractor have made and executed this Agreement on the day and year first above written.

SLETTEN CONSTRUCTION OF NEVADA, INC.

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: 
337D781C62524D2...
DANE CARTER
Senior Vice President

By: _____
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: 
C20A409B6B774C0...
RTC Legal Counsel

By: _____
MARIN DUBOIS
Management Analyst

EXHIBIT A SCOPE OF WORK

This document identifies the scope of work for construction of the removal and reinstallation of new CNG Gas Detection systems at the Sunset Maintenance Facility (SMF) Fixed Route Maintenance and Paratransit Maintenance Buildings and at the Integrated Bus Maintenance Facility (IBMF) Fixed Route Maintenance and Paratransit Maintenance Building. The existing CNG gas detection systems have reached their useful rated life and are in need of replacement. This work shall include, but not be limited to the following;

1. **IBMF Fixed Route Maintenance Building**

This building has an existing MSA Gasgard system installed in 2007 and is in need of removal and replacement. The contractor shall assure that the existing CNG system remains operational during all construction activities and shall not remove the existing system from service until the new system is operational.

The contractor shall thoroughly inspect this area, review equipment installations and review the bid drawings/specifications identifying the possible locations that new CNG gas detection system that is to replace the existing system. The existing system shall remain operational until the new system is operable, inspected and deemed acceptable by all entities having jurisdiction.

2. **IBMF Paratransit Maintenance Building**

This building an existing MSA Gasgard system installed in 2007 and is in need of removal and replacement. The contractor shall assure that the existing CNG system remains operational during all construction activities and shall not remove the existing system from service until the new system is operational.

The contractor shall thoroughly inspect this area, review equipment installations and review the bid drawings/specifications identifying the possible locations that new CNG gas detection system that is to replace the existing system. The existing system shall remain operational until the new system is operable, inspected and deemed acceptable by all entities having jurisdiction.

3. **SMF Fixed Route Maintenance Building**

This building has an existing Rel-Tek Millennia-DX system installed in 2009 and is in need of removal and replacement. The contractor shall assure that the existing CNG system remains operational during all construction activities and shall not remove the existing system from service until the new system is operational.

The contractor shall thoroughly inspect this area, review equipment installations and review the bid drawings/specifications identifying the possible locations that new CNG gas detection system that is to replace the existing system. The existing system shall remain operational until the new system is operable, inspected and deemed acceptable by all entities having jurisdiction.

4. **SMF Paratransit Maintenance Building**

This building has an existing Rel-Tek Millennia-DX system installed in 2009 and is in need of removal and replacement. The contractor shall assure that the existing CNG system remains operational during all construction activities and shall not remove the existing system from service until the new system is operational.

The contractor shall thoroughly inspect this area, review equipment installations and review the bid drawings/specifications identifying the possible locations that new CNG gas detection system that is to replace the existing system. The existing system shall remain operational until the new system is operable, inspected and deemed acceptable by all entities having jurisdiction.

These tasks shall also include, but not be limited to the following;

- Perform thorough site review(s) of the existing facilities at the IBMF/SMF sites, this review shall allow to effectively identify all existing field conditions,
- Provide a site specific work plan for each building at each site, IBMF and SMF sites,

SAMPLE RTC-CONTRACTOR AGREEMENT
EXHIBIT A – SCOPE OF WORK
CONTRACT NO. 17-053CON
CNG DETECTION SYSTEM IMPROVEMENTS AT IBMF & SMF
PWP-CL-2020-150

- The work plan shall identify staging/laydown areas, traffic flow, and identify how the contractor plans for securing the operations of the existing systems while installing the new submitted and approved CNG Gas Detection system at each site.
- The work plan shall identify all lift equipment, overhead work and conduit installations,
- The work plan shall identify all construction tasks, demolition/installation of each facility, installation of new equipment, conduit, power and all related work.
- The GC shall assure that the existing CNG Gas detection systems remain operational during the entire construction duration, and provide all means and methods to keep these systems operation – including all costs, labor, equipment, temporary systems – until the new systems are installed, operational and approved by the entity having jurisdiction. Upon completion, acceptance and turn over/commissioning of the new system(s) the GC shall remove, demolish, decommission the existing systems from all locations at each site, the work shall include but not be limited to conduit, hanger and all related removals.

SAMPLE RTC-CONTRACTOR AGREEMENT
EXHIBIT B – BID PROPOSAL
CONTRACT NO. 17-053CON
CNG DETECTION SYSTEM IMPROVEMENTS AT IBMF & SMF
PWP-CL-2020-150

EXHIBIT B
(to the RTC-Contractor Agreement)
BID PROPOSAL



BID PROPOSAL INFORMATION

PWP NO. CL-2020 - 150

COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:

BP.1 IN GENERAL

A. Bidder Name Sletten Construction of NV

B. Contact Name Jason A. Burnette

C. Address 600 S. Las Vegas Blvd, Suite 700

D. City Las Vegas

E. State NV

F. Zip Code 89101

G. Telephone No. 702.739.8770

H. Fax No. 702.739.9932

I. E-mail Address JBurnette@Sletteninc.com

J. Tax ID No. 880220035

K. A local emerging small business is defined in NRS 231 as a business that has been certified by the Office of Economic Development. Is the Bidder a certified local emerging small business? (Check one) Yes No

BP.2 NEVADA STATE CONTRACTOR'S LICENSE

A. License No. 0023972

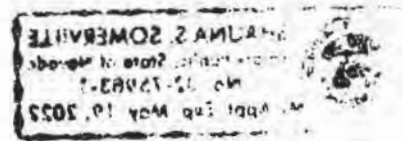
B. Classification AB

C. Monetary Limit (if any) Unlimited

BP.3 BUSINESS LICENSE

A. Jurisdiction Multi-Jurisdictional

B. License No. 1001983911



BP.4 BID PROPOSAL

The Bidder hereby proposes and agrees to the following:

- To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Line Items (*see Line Items Tab in NGEM*), and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

BP.5 BIDDER REPRESENTATIONS

The Bidder hereby represents to the RTC the following:

- That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be

- furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule (*see NGEM Line Items tab*), and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

BP.6 ADDENDA

Prior to the Bid Opening, the RTC will post any Addenda for download on the NGEM website <https://nevada.ionwave.net>. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

Recognizing this responsibility, the Bidder hereby acknowledges receipt of the following addenda:

Addendum ⁰¹ _____	Initial ^{JAB} _____	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____

The failure of the Bidder to review the website specified above to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

BP.7 BIDDER CHECKLIST

The Bidder hereby submits the applicable attachments marked with an asterisk (*) in NGEM, as required in the IB.26 to be submitted as part of the sealed Bid Proposal at the Bid Opening.

IN WITNESS THEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 10th day of December, 2019.



Sletten Construction of Nevada, Inc.
 Legal Name of Firm _____
[Signature]
 Authorized Signature _____
Dave Carter
 Name/Typed or Printed _____
Sr. Vice President
 Title _____

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disadvantaged Business Enterprise?
 No Yes If Yes, specify MBE WBE DBE

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise?
 No Yes If Yes, specify Certifying Agency _____

Attach a copy of your certification



RTC ITB NO._17-053CON Addendum 1 Sletten Construction of Nevada, Inc. Supplier Response

Event Information

Number: RTC ITB NO. 17-053CON Addendum 1
Title: CNG DETECTION SYSTEM IMPROVEMENTS AT IBMF & SMF
Type: Invitation for Bid
Issue Date: 11/5/2019
Deadline: 12/10/2019 03:00 PM (PT)
Notes: It is the intent of this formal Invitation to Bid (ITB) to receive Bid Proposals from qualified Bidders for construction of the removal and reinstallation of new CNG Gas Detection systems at the Sunset Maintenance Facility (SMF) Fixed Route Maintenance and Paratransit Maintenance Buildings and at the Integrated Bus Maintenance Facility (IBMF) Fixed Route Maintenance and Paratransit Maintenance Building. The existing CNG gas detection systems have reached their useful rated life and are in need of replacement.

Contact Information

Contact: Tonita Brown
Address: Purchasing and Contracts
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106-4512
Phone: (702) 676 x1507
Fax: (702) 676 x1518
Email: brownt@rtcsonv.com

Sletten Construction of Nevada, Inc. Information

Address: 5825 S. Polaris Avenue
Las Vegas, NV 89118
Phone: (702) 739-8770
Fax: (702) 739-9932

By selecting the

Jason A. Burnette
Signature

jburnette@sletteninc.com
Email

Submitted at 12/10/2019 4:07:06 PM

Requested Attachments

BIDDER'S BUSINESS LICENSE Clark County Business Multi-Jurisdictional Exp 04-30-20.pdf

Bidder must upload a copy of the Bidder's business license. The Bidder's business license is required to be submitted with Bid.

BID PROPOSAL INFORMATION RTC_ITB_NO._17-053CON_BID_PROPOSAL_INFORMATION (Executed).pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

BID BOND Bid Bond.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

5% SUBCONTRACTOR LIST RTC_ITB_NO._17-053CON_5%_SUB_LIST.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT RTC_ITB_NO._17-053CON_ORG_CONFLICT_INT_STATEMENT.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

DISCLOSURE OF OWNERSHIP FORM RTC_ITB_NO._17-053CON_DISCLOSURE_OF_OWNERSHIP.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

FEDERAL CONDITIONS FORMS Sletten Construction - RTC CNG - Federal Condition Forms.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

2-HOUR SUBCONTRACTOR LIST Bidders List - 1% Listing.pdf

The THREE APPARENT LOW BIDDERS are required to submit the 1% Subcontractor List within TWO HOURS of the Bid Opening OR this form may be uploaded and submitted with the online bid.

BID SCHEDULE OF VALUES No response

The THREE APPARENT LOW BIDDERS are required to submit the Bid Schedule of Values within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

LIST OF COMPLETED PROJECTS No response

The THREE APPARENT LOW BIDDERS are required to submit the List of Completed Projects within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPPLIER LIST No response

The THREE APPARENT LOW BIDDERS are required to submit the Supplier List within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPERINTENDENT RESUME

The THREE APPARENT LOW BIDDERS are required to submit the Name of Superintendent and Resume of completed projects by the Superintendent in his or her capacity as a Superintendent within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

Bid Attributes**1 BIDDER TAX ID NUMBER**

Enter Bidder's tax ID number.

2 NEVADA STATE CONTRACTOR'S LICENSE

Bidder's Nevada State Contractor's License Number, Classification, and Monetary Limit (if any)

3 BID PROPOSAL ACKNOWLEDGEMENT

The Bidder hereby proposes and agrees to the following:

- A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Schedule and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

4 BIDDER REPRESENTATION ACKNOWLEDGEMENT

The Bidder hereby represents to the RTC the following:

- A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

5 ADDENDA ACKNOWLEDGEMENT

Prior to the Bid Opening, the RTC will post any Addenda on the NGEM website. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

The failure of the Bidder to review the NGEM website to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

Recognizing this responsibility, the Bidder hereby acknowledges receipt of any and all addenda issued in connection with this solicitation.

 Acknowledged
6 MANDATORY DISADVANTAGED BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE (DBE/SBE) GOAL

The RTC has established a mandatory DBE goal that is 14.1% of the total dollar value of the contract. Bidder acknowledges that it has read and understood the provisions regarding the DBE goal.

 Checkbox
Bid Lines**1 WORK.**

All Work associated with the project. This item shall be priced as a lump sum and shall include all costs, including, but not limited to, the construction and services required by the Contract Documents, whether complete or partially completed, all labor, materials, equipment, management, supervision, overheads, profit, applicable taxes, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract. The Work may constitute the whole or part of the Project.

Quantity: 1 UOM: LS Unit Price: Total:

2 OWNER CONTROLLED ALLOWANCE.

Any work performed under the Owner Controlled Allowance shall not be performed until the Contractor is instructed to proceed by the RTC in writing. The Contractor and the project manager will keep strict account of all costs involved with the Owner Controlled Contingency.

Quantity: 1 UOM: OWNER CONTROLLED ALLOWANCE Unit Price: Total:

Item Notes: The Owner Controlled Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

3 PERMIT ALLOWANCE.

The Contractor is responsible for obtaining all permits and fees and shall provide proof of payment for each with its progress payment requests.

Quantity: 1 UOM: PERMIT ALLOWANCE Unit Price: Total:

Item Notes: The Permit Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

Response Total: \$2,794,427.00



BID BOND

BOND NUMBER: SCCNV121019

DATE EXECUTED: 12/10/2019

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has submitted a bid to the Regional Transportation Commission of Southern Nevada (herein the "RTC") to perform all work required under the Bid Documents issued in connection with Bid No. -17-053CON, of the RTC for the project commonly known and entitled, to wit: RTC CNG Detection System Improvements at IBMF & SMF (herein the "Contract").

WHEREAS this bond is being issued to secure the execution of the Contract by the Contractor.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, are held and firmly bound unto the RTC in the penal sum of five percent (5%) of the total amount of the bid submitted by the Contractor to the RTC for the work described in the Contract for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such if the Contractor is awarded a contract by the RTC and, within the time and manner required under the Bid Documents and the bid submitted to the RTC and furnishes the required insurance and bonds to guarantee faithful performance of the Contract with the RTC and the payment of labor and materials used in connection therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by the RTC and judgment is recovered, the Surety agrees to pay all costs incurred by the RTC in such suit, including a reasonable attorney's fee to be fixed by the Court.

Bond must be acceptable to the Regional Transportation Commission of Southern Nevada

Stetten Construction of Nevada, Inc.

(Principal Contractor)

Dane Carter, Vice President

(Authorized Representative and Title)

By: [Signature]

(Signature)

Surety: Travelers Casualty & Surety Company of America

I-2110

(State of Nevada, License Number)

Timothy G. Lightbourne

(Appointed Agent Name)

By: Timothy G. Lightbourne

(Signature)

Address: PO Box 2009, Great Falls, MT 59403

Telephone: (406) 761-5000

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

State of Montana
County of Cascade

This instrument was signed and acknowledged before me on 12/10/2019 by Timothy G. Lightbourne as Attorney-In-Fact of Travelers Casualty & Surety Company of America.

Stephani L. Cordeiro

Signature of Notary





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TIMOTHY G LIGHTBOURNE** of **GREAT FALLS Montana**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

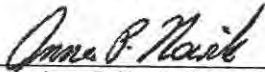
By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

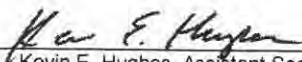
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **December**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BIDDERS LIST (REQUIRED AT BID DUE DATE)

Project: RTC CNG Gas Detection System Improvements at IBMF & SMF **Date:** 12/10/2019
Submitted by: Sletten Construction of NV, Inc.

Prime Contractor (Bidder) Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Sletten Construction of NV, Inc.	600 S. Las Vegas Blvd., Suite 700 Las Vegas, NV 89101 702.739.8770	N/A	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
Sub-bidder Firm Names	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
G3 Electric	1951 Stella Lake St. #34, Las Vegas, NV 89106 702.916.3355	DBE/WBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input checked="" type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input checked="" type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
Johnson Controls Inc.	1545 Pama Ln. Las Vegas, NV 89119 702.873.2200	N/A	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input checked="" type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1001986911
LICENSE NUMBER: 1001079-240
LICENSE PERIOD: 11/01/2019 - 04/30/2020

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

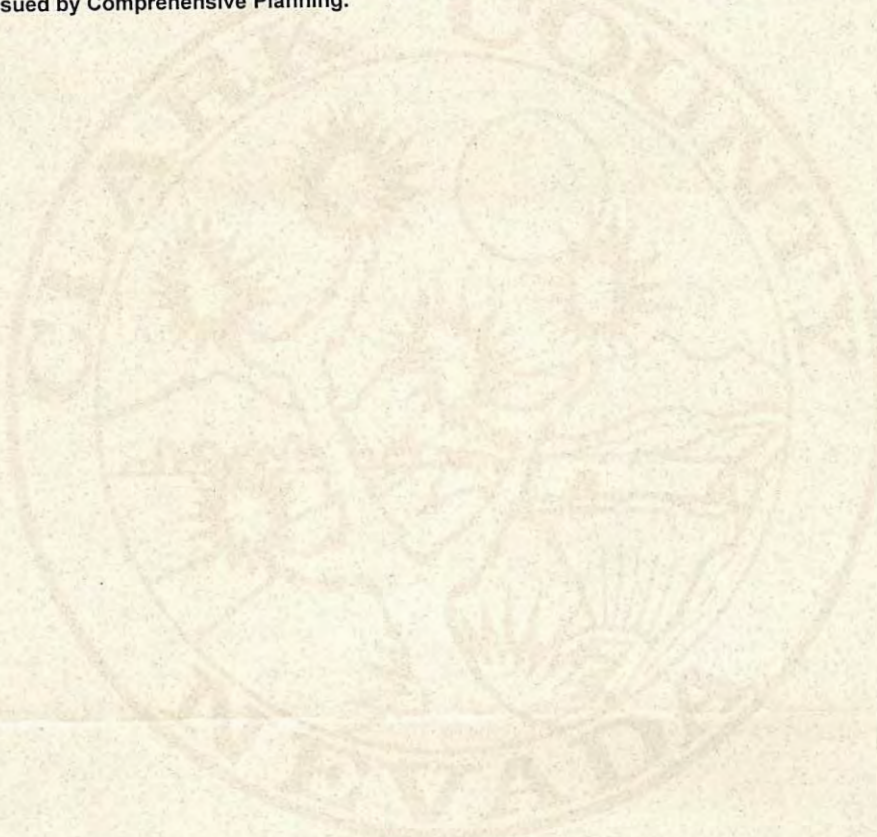
Sletten Construction Of Nev In
5825 Polaris Ave
Las Vegas, NV 89118

BUSINESS LOCATION ADDRESS:

5825 Polaris Ave
Las Vegas, NV 89118

TYPE OF LICENSE: Contractors

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.



DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Jacqueline R. Holloway

JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE
500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

MULTI-JURISDICTIONAL ID **1001986911**
LICENSE NUMBER: **1001079-240**
LICENSE PERIOD: **11/01/2019 - 04/30/2020**

<u>Receipt Number</u>	<u>Date Paid</u>	<u>Reference Number</u>
260602800	10/02/2019	020724

FEE:	425.00
PENALTY:	
OTHER:	
TOTAL AMOUNT:	425.00

PLEASE NOTE:

Clark County Code 6.04.090(i) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to inspect the business for the purpose of ascertaining compliance with the provisions of the Clark County Code and any applicable franchise agreements.

Clark County Code 6.08.090(b) The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have the access to the books and records of such business for the purpose of ascertaining payment of license fees and compliance with the provisions of the Clark County Code and application franchise agreements.

A RENEWAL BILLING FOR EACH LICENSE WILL BE SENT PRIOR TO THE EXPIRATION DATE, HOWEVER THE FAILURE TO RECEIVE THIS NOTIFICATION DOES NOT WAIVE PAYMENT NOR THE ENFORCEMENT OF PENALTIES IF PAID AFTER DUE DATES.

IF YOU HAVE MOVED THE LOCATION OF YOUR BUSINESS, MADE A CHANGE OF NAME OR OWNERSHIP, PLEASE NOTIFY THE DEPARTMENT OF BUSINESS LICENSE IMMEDIATELY AS IT EFFECTS THE VALIDIFY OF THIS LICENSE.

Rob Murphy

Superintendent



About Rob

Rob has over 14-years of construction experience specializing in supervising construction. He has supervised major construction projects occurring around fully occupied buildings on tight urban sites. In addition, he has supervised upgrades to central plants, underground utilities, and infrastructure. Rob will ensure compliance from subcontractors on each aspect of work maintaining a focus on safety, quality and communications. He has proven abilities supervising field operations, developing job specific safety and quality programs.

Rob will conduct regularly scheduled job meetings for on-site personnel and maintain daily progress reports for subcontractors in terms of attaining schedule milestones and adhering to safety and quality programs.

14+ years of construction experience

5+ years with Sletten Construction



Relevant Experience

RTC Bus Wash

Superintendent for remodel of an existing paratransit and fleet bus wash facility.

RTC IBMF Maintenance Roof Repair

Superintendent for the removal and replacement of existing roofs on seven buildings including HVAC units.

RTC IBMF State of Good Repair

Superintendent responsible for the removal of an existing asphalt roof and replacement with a new TPO roof. Removal of existing HVAC units and replaced them with new units. Removal of an existing lightning protection system and installed and certified a new system on the Maintenance building.

CCSD Low Voltage Upgrades

Superintendent for a low voltage upgrade project to four different Clark County School District schools including, CCTV, Access Control, Security, LAN and Fire Alarm.

UNLV Wright Hall

Superintendent for the demolition of the existing flooring, breakroom cabinetry and tops, office cork boards, and lighting. Reinstalled new flooring throughout, new lights in the office areas, new cabinets and tops in the break room. Painted all the walls, doors, and door frames throughout.

UNLV Rebel Wellness Zone

Superintendent for an office conversion and removal and replacement of all carpet throughout. A fresh coat of paint was painted on all of the walls, and electrical and low voltage that was added and relocated.

Professional Highlights

Registration & Licensing

- CPR Certified
- OSHA 10
- OSHA 30



LIST OF COMPLETED PROJECTS

Bidder: Sletten Construction of NV, Inc.

Bidders must respond to each of the below questions.

1. Name of Superintendent and Superintendent Project Resume
2. Has the bidder acting as the prime contractor successfully completed the number of projects specified in the bid documents, preferably in Clark County, Nevada, as the Work described in this bidding document? If yes, complete project information on attached sheets. Print additional sheets as needed for the required number of projects.
 YES NO
3. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?
 YES NO
4. Has the bidder failed to perform any portion of the Work that caused the RTC and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?
 YES NO
5. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?
 YES NO
6. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the RTC for this Project?
 YES NO
7. Has the bidder been convicted of a violation for discrimination in employment?
 YES NO

PROJECT NUMBER: 1

Print additional sheets as needed for the required number of projects.

Project Name: RTC IBMF State of Good Repair Upgrades

Project Address: 3214 Citizens Ave

N. Las Vegas, NV 89032

Company Name: _____

Company Point of Contact: Brij Gulati, Project Manager

Phone Number: (702) 676-1734

Project Description:

The IBMF is an existing occupied facility with five buildings and support facilities occupying approximately 35 acres. The project primarily consisted of Security upgrades, HVAC upgrades, associated electrical work, roof removal and replacement, new utilities Guard shack, and relocating an existing Guard shack.

Award Amount: \$7,531,455.61

Year Completed: 2017

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$0

Were any judgments entered pertaining to this project? YES NO



LIST OF COMPLETED PROJECTS

Bidder: Sletten Construction of NV, Inc.

Bidders must respond to each of the below questions.

1. Name of Superintendent and Superintendent Project Resume
2. Has the bidder acting as the prime contractor successfully completed the number of projects specified in the bid documents, preferably in Clark County, Nevada, as the Work described in this bidding document? If yes, complete project information on attached sheets. Print additional sheets as needed for the required number of projects.
 YES NO
3. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?
 YES NO
4. Has the bidder failed to perform any portion of the Work that caused the RTC and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?
 YES NO
5. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?
 YES NO
6. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the RTC for this Project?
 YES NO
7. Has the bidder been convicted of a violation for discrimination in employment?
 YES NO

PROJECT NUMBER: 2

Print additional sheets as needed for the required number of projects.

Project Name: RTC Mobility Training Center

Project Address: 5165 W. Sunset Rd.

Las Vegas, NV 89118

Company Name: _____

Company Point of Contact: Brij Gulati, Project Manager

Phone Number: (702) 676-1734

Project Description:

The RTC Mobility Training Center is a new building located adjacent to the Sunset Maintenance Facility where the disabled and : impaired are trained and certified in fixed route and paratransit logistics. The facility is approximately 17,500 square feet of new remodeled space. The construction consists of excavation, landscape, concrete, steel, metal wall panels, storefront, fire sprin plumbing, mechanical, and electrical systems. A new low voltage system and integration with the existing facility was performed.

Award Amount: \$7,200,511

Year Completed: 2015

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$0

Were any judgments entered pertaining to this project? YES NO



LIST OF COMPLETED PROJECTS

Bidder: Sletten Construction of NV, Inc.

Bidders must respond to each of the below questions.

1. Name of Superintendent and Superintendent Project Resume
2. Has the bidder acting as the prime contractor successfully completed the number of projects specified in the bid documents, preferably in Clark County, Nevada, as the Work described in this bidding document? If yes, complete project information on attached sheets. Print additional sheets as needed for the required number of projects.
 YES NO
3. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?
 YES NO
4. Has the bidder failed to perform any portion of the Work that caused the RTC and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?
 YES NO
5. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?
 YES NO
6. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the RTC for this Project?
 YES NO
7. Has the bidder been convicted of a violation for discrimination in employment?
 YES NO

PROJECT NUMBER: 3

Print additional sheets as needed for the required number of projects.

Project Name: Terminal 1 Restroom & B-Gates Remodel

Project Address: 5757 Wayne Newton Blvd..

Las Vegas, NV 89119

Company Name:

Company Point of Contact: Allen Porter - Clark County Dept. of Aviation

Phone Number: (702) 261-5116

Project Description:

This project was approximately 35,000 sf of interior finish, lighting, restroom and signage upgrades at McCarran International Airport. The airport was occupied and functional throughout the entire construction period, requiring close coordination for both safety and operations.

Award Amount: \$7502,041

Year Completed: 2015

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$0

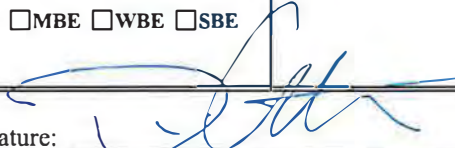
Were any judgments entered pertaining to this project? YES NO



5% SUBCONTRACTOR LIST

The Contractor awarded the Contract shall not substitute a Subcontractor who is named in the Bid, pursuant to NRS 338.141. The following Subcontractors shall be utilized. A Bidder which fails to list a Subcontractor(s) represents that no Subcontractor(s) meet the statutory requirements. The Bidder shall include its name on the list if it will perform any of the labor or portions of Work specified which is required to be listed. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM	NAME OF SUBCONTRACTOR OR BIDDER PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
G3 Electric Electric / Low Voltage Gas Detection (Install only)	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0075386
Johnson Controls Inc. Automation	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0052022
Sletten Construction of NV, Inc. Gas Detection (Equipment supply only) Painting / Fire Caulking / All other work	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	0023972
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

Bidder Name: Sletten Construction of NV, Inc. Bidder Signature: 
 Address: 600 S. Las Vegas Blvd., Suite 700, Las Vegas, NV 89101 Total Base Bid Amount \$ 2,794,427.00 Date: 12.10.19



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name: Sletten Construction of NV, Inc.

(Include d.b.a., if applicable) _____

Business Address: 600 S. Las Vegas Blvd

Suite 700

Las Vegas, NV 89101

Business Telephone: 702.739.8770

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

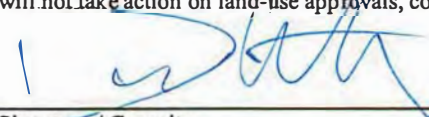
Full Name	Title
<u>Erik Sletten</u>	<u>President/CEO</u>
<u>Dane Carter</u>	<u>Senior Vice President</u>
<u>Bob Nommensen</u>	<u>Corporate Financial Officer</u>
_____	_____
_____	_____

Sletten is 100% ESOP, S-Corporation, and the employees are owners of the company.

For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:

None

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature / Capacity

Dane Carter
 Print Name

12.10.19
 Date

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).


An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, in its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.



 Bidder/Proposer’s Signature and Date

Dane Carter

 Typed or Printed Name

Senior Vice President

 Title

Sletten Construction of NV, Inc.

 Company Name

600 S. Las Vegas Blvd, Suite 700, Las Vegas, NV 89101

 Company Address



SUPPLIER LIST
FOR UNIQUE OR PROJECT-SPECIFIC MATERIALS AND/OR
MATERIALS USED IN SUBSTANTIAL QUANTITIES BY LISTED SUBCONTRACTORS

BIDDER: _____

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE

RTC CNG Gas Detection System

Description of Work	Value
Allowance, Permits	\$ 75,000.00
Allowance, Owner Controlled	\$ 175,000.00
Mobilization, Bond & Insurance	\$ 150,000.00
General Conditions	\$ 825,000.00
IBMF	
Fire Caulking	\$ 10,000.00
Painting	\$ 30,000.00
Electrical	\$ 300,940.20
Gas Detection Equipment	\$ 425,521.80
Automation	\$ 8,251.50
SMF	
Fire Caulking	\$ 15,000.00
Painting	\$ 45,000.00
Electrical	\$ 300,940.20
Gas Detection Equipment	\$ 425,521.80
Automation	\$ 8,251.50
Contract Totals	\$ 2,794,427.00

EXHIBIT C
(to the RTC-Contractor Agreement)
GENERAL CONDITIONS (GC)

GC.1 DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means a written or graphic instrument issued by the RTC via the RTC Purchasing & Contracts Office prior to the submission of bids which modifies or interprets the Bidding Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bid Documents" means the following documents which collectively constitute the obligations of the Contractor, in the following governing order: (1) Bid No. 17-053CON and any addenda; (2) Special Provisions (if any); and 3) Drawings (if any).

"Bid Schedule" is the form attached to the Bid Proposal that is used to submit the Base Bid and, if applicable to the Project, the Additive Alternate bids of the Bidder.

"Construction Change Directive" means a written order from the RTC directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Contractor is to proceed immediately with the implementation of the Construction Change Directive.

"Change Order" means a written order to the Contractor signed by the RTC and Contractor issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Contractor's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the RTC to assume some or all of the responsibilities of the RTC for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the RTC-Contractor Agreement.

"Contract Amount" means the compensation to be paid the Contractor to perform the Work and is included in the "Amount of Contract" section of the RTC-Contractor Agreement by the RTC.

"Contract Documents" means the RTC-Contractor Agreement, General Conditions, Special Provisions, Drawings and, if applicable, the Addenda or Modifications made to the aforementioned documents.

"Contract Time" means the number of days set forth in GC.4.D (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Contractor" means the person or entity responsible for construction of the Work and is referred to throughout the Contract as if singular in number and neutral in gender.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

"Critical Path Method" means the method of developing a network analysis system as outlined in "CPM in

Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

"Date of Substantial Completion" means the date established and certified by the RTC when construction is sufficiently complete, in accordance with the Contract Documents, so the RTC can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

"Day" means a calendar day unless otherwise specifically designated.

"Project Manager" means the person authorized pursuant to Section GC.3.A (Project Manager) of the Contract to act or make decisions on behalf of the RTC.

"Disadvantaged-owned Business Enterprise" or "DBE" means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Drawings" means the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract.

"Governing Body" means the RTC Commission.

"Guaranteed Project Schedule" means the initial schedule of the Work submitted by the Contractor and accepted by the RTC at the outset of the Project which is used as the baseline for comparing the progress of the Project.

"Material Notice to Proceed" means the document issued by the RTC establishing the date the Contractor is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the RTC.

"Modification" means (i) any Addendum pertaining to the Bid Documents, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the RTC for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"Notice of Award" is the letter issued by the RTC notifying the Contractor of the award of the Project by the RTC Commission, authorizing the Contractor to proceed with the procurement of the bonds and insurance, and including the RTC-Contractor Agreement for execution and return to the RTC.

"Notice to Proceed" means the document issued by the RTC that (i) establishes the date the Contractor is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time.

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

"Progress Record Documents" means the set of documents maintained by the Contractor indicating the actual as-built revisions to the Work and Contract Documents.

"Progress Schedule" means a version of the schedule for the Work provided by the Contractor subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery.

"Project" means the total construction of which the Work performed provided under the Contract may be the whole or a part thereof and which may include construction by the RTC or by other contractor hired by the RTC.

"Promptly" means without delay and on time.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless RTC Commission action is required.

"RTC" means the Regional Transportation Commission of Southern Nevada and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the RTC's Project Manager identified in Paragraph GC.3.A (Project Manager) of the Contract.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Contractor and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Contractor. There is no contractual relationship between the RTC and the Subcontractor who performs work or services for the Contractor.

"Submittal" means the item required by the Contract Documents to be provided to the RTC for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the RTC, construction is sufficiently complete, in accordance with the Contract Documents, that the RTC can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the RTC establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

GC.2 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

A. Security of the Work and Project Site

The Contractor is responsible at all times for the Work and for the Project site regardless of whether or not the RTC has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Contractor and the RTC. The Contractor shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Contractor, RTC or any other person. The Contractor shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the RTC on all security matters and shall promptly comply with any security requirements established by the RTC. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the RTC in a timely manner.

B. Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Contractor shall not perform the Work in a manner

that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the RTC. Thereafter, and before it begins the Work, the Contractor shall give due notice to the RTC of its intention to start the Work. The Contractor shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Contractor shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the RTC has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

C. Construction Safety

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the RTC. The Contractor shall not resume the Work in the affected area without written direction by the RTC.

D. Clean-up of the Work Site

The Contractor shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Contractor shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the RTC in accordance with all applicable federal, state, and local laws, ordinances and codes. The Contractor shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforementioned, the RTC may satisfy the requirements of this Section at the Contractor's expense.

E. Construction Procedures

The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the Work in the best possible and most expeditious manner. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the RTC in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

F. Project Manager / Team

The Contractor shall employ a competent Project Manager/Team dedicated full time to manage all administrative issues, submittals, payment applications, progress meetings and closeout documentation required for this project. The Project Manager/Team shall be thoroughly knowledgeable regarding the project specifications, drawings and requirements. The Project Manager/Team shall conduct progress meetings, manage pre installation meetings, identify inspections and provide all contractual documentation. Finally, the Project Manager/Team shall coordinate all field activities with the RTC and Contractor's Superintendent. The

Contractor shall designate the Project Manager/Team, who then must be approved in writing by the RTC. Any substitution of the Project Manager/Team by the Contractor will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Project Manager/Team, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

G. Employment of Competent Superintendent

The Contractor shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the RTC may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the RTC and shall have a thorough understanding of the Work and the Contract. The Contractor shall designate a Superintendent who is acceptable to the RTC. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied. The Contractor's Superintendent shall be present at the construction site at all times to supervise his or her workers' and subcontractors' work.

H. Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the RTC or contrary to the requirements stated in the Contract, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the RTC has not specifically requested to observe prior to being covered, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the RTC.

I. Differing Conditions

Differing Conditions are defined as subsurface or otherwise concealed conditions, which substantially vary from the Contract documents, or which significantly differ from the conditions normally found to exist and usually recognized as the normal part of the construction activity described in the Contract documents. Prompt notice of differing conditions to the RTC's Project Manager must be in 24 hours; prompt written determination of differing conditions must be in seven calendar days. Differing conditions do not apply to acts, conditions or other circumstances attributable to the Contractor or its Subcontractors during the course of the Contract.

If conditions are discovered at the site which appears to be differing conditions, the Contractor shall provide prompt notice to the RTC's Project Manager, prior to performing the work on the condition. The RTC's Project Manager shall take prompt action to determine if a differing condition does exist and shall provide the Contractor with the RTC's Project Manager's written determination.

A positive written determination by the RTC's Project Manager indicated a differing condition exists, shall become the basis for the Contractor to submit a claim for increasing or decreasing the compensation, time of construction, or both. Such change in compensation, time of construction or both, shall be as provided for in other provisions of the General Conditions.

J. Adverse Weather Conditions

If adverse weather conditions are the basis for a claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal, as compared to the average historical climate conditions based upon the preceding ten year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) entitled "Local Climatological Data", for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse affect on scheduled construction for activities on the construction schedule critical path. Adverse weather claims shall be excusable but not compensable if the Contractor has demonstrated that the delay has affected the activities on the construction

critical path.

K. Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the RTC, the Contractor shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

L. Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract amount any agreed variations thereof will include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

M. Utilities

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Contractor at no additional cost to the RTC, unless otherwise specified in this Contract.

N. Record Documents

Progress Records: The Contractor shall keep a marked-up, up-to-date set of the Progress Record Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Final Records: Contractor shall furnish to RTC two complete sets of marked-up as-built drawings with "RECORD" clearly printed on each sheet. RTC, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-built drawings to final as-built drawings. At project completion, Contractor shall furnish RTC with clean final, as-built drawings.

O. Substitution of Materials, Products or Services

1. Criteria. The Contractor may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

2. Prior to proposing the substitution, the Contractor shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (i) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the RTC. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

3. Procedure. The Contractor shall, within 10 days after award of the Contract submit to the RTC's Project Manager a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the RTC to make a fair and equitable decision concerning the proposed substitution. If the Contractor fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the RTC, a written authorization will be provided to the Contractor. No substitution will be allowed which will result in an increase in the Contract Amount.

4. Burden of Proof. The burden of proof in establishing the equality of the proposed substitution shall be upon the Contractor. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with the other requirements of the Contract. The Contractor shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the RTC to accept or construe the proposed substitution to be an equal to that

specified under the Contract. The RTC will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The RTC will have a reasonable amount of time to review each request for substitution.

5. Required Certificates. The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

P. Delivery and Storage of Materials and Equipment

The Contractor shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the RTC's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Contractor.

Q. Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Contractor shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Contractor should fail to act, the RTC may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the RTC deems appropriate, including, but not limited to, the use of other contractors, the RTC's own forces, and the Contractor's on-site equipment and materials, in which case, the Contractor shall pay the RTC for any such expenses incurred as provided in Section GC.10.E (RTC's Right to Carry out the Work).

R. Payment of Subcontractors and other Parties

The Contractor shall pay its subcontractors constructing any portion of the Work and other parties providing labor, material or supplies in connection with the Work in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

S. ADA Requirements

All work performed or services rendered by the Contractor must comply with the Americans with Disabilities Act standards. All facilities built after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the Contractor to advise the RTC, should the RTC's requirements not meet the appropriate accessibility standards.

T. Schedule of Values

The Contractor, shall provide to the RTC a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed in Microsoft Excel format and supported by such data and information, acceptable to and as requested by the RTC.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the RTC, subject to statutory limitations specified in NRS 338.140. All costs attributable to profit, overhead, and all other incidental items shall be proportionately distributed across all line items in the Schedule of Values.

U. Allowable Costs (Federal Funds)

The Contractor will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

V. American Recovery and Reinvestment Act (ARRA) Stimulus Federally Funded Projects

The Contractor who is awarded a Contract which is funded by ARRA federal funds is responsible:

1. To obtain a Duns number for itself and require all its Subcontractors to obtain a Duns number by calling (800) 333-0505 or registering on the website: <http://smallbusiness.dnb.com>.
2. Before award of the Contract, to register itself and require its Subcontractors to register on the Central Contractor Registration website (obtain the handbook with instructions first): <http://www.ccr.gov/handbook>.

3. To follow and submit the information required by the American Recovery and Reinvestment Act (ARRA) of 2009 Reporting Requirements, as required by the Department of Transportation and the Federal Transit Administration, and updated on: http://www.fta.dot.gov/index_9440.html, including but not limited to, monthly employee reports, which must be submitted by the Contractor and subcontractors. The monthly employee reports shall be submitted electronically on the form provided by the Department of Transportation on <http://www.nevadadbe.com>, no later than 9 days after the end of each month. Failure to submit the required employee information, and any other report required by ARRA, may result in withholding of the progress payment.
4. Section 902 of the ARRA specifies that the U.S. Comptroller General and his representatives have the authority to:
 - a) Examine any records of the Contractor or any of its subcontractors, or the RTC, or any other State or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - b) Interview any officer or employee of the Contractor or any of its subcontractors, or of the RTC, or any other State or local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this project, which is funded by ARRA funds. Section 902 further states that nothing therein shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

GC.3 RTC'S RIGHTS AND RESPONSIBILITIES

A. Project Manager

The RTC shall appoint a Project Manager with respect to the Contract. The RTC will provide written notice to the Contractor should there be a subsequent Project Manager change. The Project Manager shall have complete authority to transmit instructions, receive information, interpret and define the policies of the RTC and to make other decisions on the part of the RTC. Following the issuance of the Notice to Proceed, the Project Manager may perform any review, communications, notices or other act required on the part of the RTC.

B. Right to Perform or Award Separate Contracts for Portions of the Work

1. Coordination

The RTC reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The RTC will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the Contractor. The Contractor shall participate with the RTC and the other separate contractors in reviewing their construction schedules when so directed by the RTC.

2. Revisions to Guaranteed Project Schedule

The Contractor shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Contractor. If the activities by the RTC or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Contractor shall be precluded from asserting any claim for delay or additional expenses resulting from the RTC exercising its rights granted herein.

3. Storage of Equipment and Materials

The Contractor shall afford the RTC and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

4. Reporting of Separate Contractor Deficiencies

If part of the Work depends on the proper execution of construction or operations by the RTC or a separate contractor, the Contractor shall, prior to proceeding with the Work and each portion thereof, promptly report to the RTC the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the Contractor. The Contractor's failure to report such discrepancy or defect shall constitute an acknowledgment that the RTC's or separate

contractor's completed or partially completed construction or operations is fit and proper for the Contractor to proceed with the Work, except as to defects not then reasonably discoverable.

5. Delays and Damages to Separate Contractors

The Contractor shall defend, indemnify and hold the RTC harmless pursuant to the provisions of Section GC.9.A (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the Contractor. The Contractor agrees to make no claim of cost or damages against the RTC for any delay, improperly timed activity, defective construction or damage to the Work of the Contractor which is caused (i) by the Contractor, or (ii) by a separate contractor unless such contractor is under contract to the RTC, or to a general contractor of the RTC.

The RTC shall pay each claim of cost incurred by the Contractor arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the RTC, or under the direction and control of a general contractor of the RTC, in a justifiable amount, but not-to-exceed the amount specified in Section 6 of the RTC-Contractor Agreement.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section GC.12 (Disputes Between Parties) of the Contract.

6. Repair of Damages

The Contractor shall promptly repair any damage caused by the Contractor to the work of a separate contractor or to any property of the RTC or other property RTC if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

C. Right to Perform Additional Work Within or Near the Project Site

The RTC reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the Contractor agrees not to interfere with or hinder the progress of work by the other contractors, and the RTC agrees to require such contractors to coordinate their work with that of the Contractor. The Contractor agrees to cooperate and coordinate with such contractors as directed by the RTC.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

D. Progress Meetings

The RTC's Construction Manager (CM) shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the RTC. The RTC's CM shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

E. Suspension

The RTC may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the RTC. An adjustment shall be made for the increase in the cost of performing the Contract (excluding there from any profit to the Contractor), on the increased cost of performance caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that:

1. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. An equitable adjustment is made or denied under another provision of the Contract Documents, or
3. The Contractor could have mitigated the increase in cost to perform the Contract.

F. Termination for Convenience

Prior to, or during the performance of the Work, the RTC reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the RTC will immediately notify the design professional and the Contractor in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

1. Stop all construction;
2. Place no further orders for materials or services;
3. Terminate all subcontracts;
4. Cancel all material and equipment orders as applicable; and
5. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Contractor.

Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the RTC based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Contractor fails to submit the proposal within the time allowed, the RTC may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

G. Replace Subcontractor

The RTC shall have the right to require that the Contractor replace any Subcontractor at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

GC.4 CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION**A. Contractor Background Checks**

1. It is the policy of the Regional Transportation Commission of Southern Nevada (hereinafter, "RTC") for successful bidders to conduct background checks on all contract employees that require unescorted access onto any RTC properties. The contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. The Contractor prior to hiring shall conduct employee candidate background check screenings of all positions, to include those considered safety-sensitive as defined by Federal Transit Administration (FTA) guidelines. This may include, but not limited to work history, criminal background history and credit review as required for the position.

2. Results of a background check must comply with the RTC background check standards as outlined below:

a) Must utilize a licensed background check vendor to run criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction reports (county, state and nationwide) for all jurisdictions that the applicant has resided in the previous ten (10) years.

b) Unless otherwise required by applicable law, in accordance with Title VII of the Civil Rights Act of 1964 and corresponding guidance from the U.S. Equal Employment Opportunity Commission, information obtained during the criminal record check will not be used as a basis for denying or terminating employment, unless the criminal offense resulted in a conviction that is recent (or sufficiently serious to be of issue regardless of how recently it occurred) and relevant to the job in question.

c) When assessing criminal conviction records, contractors are required to consider the following factors:

- (1) Nature and gravity of the offense(s)
- (2) The time that has passed since the offense and/or completion of the sentence; and

(3) The nature of the job sought/held

No one factor should necessarily govern the analysis; all three factors should be weighed together when determining persons to work at RTC properties.

d) The contractor is required to collect background information on "Individuals" consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

3. Once background check clearance has been determined, the successful bidder will notify the RTC's designated department's contact via email that the employee has been approved to work on RTC premises.

4. The Contractor will be required to maintain all records related to background check screenings conducted for all employees working at RTC properties. For the purposes of audit and oversight by RTC, the contractor will make all background check records available to RTC representatives in an effort to ensure established RTC standards/guidelines are followed. All Background check records must be maintained on all employees working on RTC property for the term of the agreement.

B. Contractor Identification Badges

1. The RTC will issue vendor/supplier badges to employees of any of its vendors/contractors that will be conducting business or providing services on any of the RTC's premises.
2. A "Vendor" badge will be issued to long term or short term vendor/contractors at the RTC's discretion, who are unaccompanied and require access to various RTC's facilities/property.
3. All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Contractor's expense prior to being issued a "Vendor" badge. All results must be received and reviewed prior to a badge being issued and the start of the work.
4. The Contractor must provide the RTC's Project Manager, Evan Wade, telephone number 702-676-1578 within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:
 - 1) A list of all personnel who will be working at the RTC's building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the vendor/contractor/supplier or a designated representative, and if available an e-mail address.
 - 2) A letter from the Contractor requesting a badge stating that the person(s) is an employee.
 - 3) A signed acknowledgement of Security Access Individual Responsibilities form, and a completed RTC Badge Application form (for appropriate RTC facility) for each individual requiring a badge. Copies of these forms are available on the RTC Purchasing and Contracts webpage at <http://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/>.
5. The RTC's Project Manager will schedule an appointment for the vendor/contractor badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and issuance of a badge.
6. When the "Vendor" badge is issued it must be worn visibly at all times when on the RTC's property.
7. All "Vendor" badges are the property of the RTC and must be returned when the vendor contract services expire/terminate or upon request by the RTC.
8. Failure of the vendor/contractor to return RTC's badges within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of \$38 for each badge that is not returned.
9. A vendor/contractor who loses a badge is required to inform the RTC's Project Manager and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.
10. The RTC's Project Manager will schedule an appointment for the replacement "Vendor" badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and replacement badge is issued.
11. The vendor/contractor is responsible for a replacement fee for all lost badges. The vendor/contractor will be required to complete a new Badge Application form, Replacement Badge Fee Form, and provide to the Technical Contract Representative with a lost badge replacement fee of \$38.
12. If the lost badge is found after receiving a replacement, it must be returned to RTC Safety & Security

immediately at 600 S. Grand Central Parkway. Lost badge replacement fees are non-refundable.

13. The first damaged badge will be replaced at no charge to the vendor. Any subsequent damaged replacement badges will incur a replacement cost of \$38 per badge.
14. The damaged badge must be presented to RTC Safety and Security along with appropriate identification and Replacement Badge Fee Form to receive a replacement badge. The damaged badge will be destroyed after the replacement badge is issued. The card holder record in the security system will be changed to show access to the damaged badge was disabled. Vendors/contractors will be required to provide appropriate replacement fees to the RTC's designated/sponsoring department prior to a new badge being issued.

C. Notice to Proceed

Within 30 calendar days after receipt of all required post-bid submittals, the RTC will issue the Notice to Proceed. The Contractor shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed.

If deemed appropriate, the RTC may issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed.

D. Guaranteed Project Schedule

Within the time provided in Section 5 of the RTC-Contractor Agreement or as otherwise specified by the RTC, the Contractor shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the RTC can judge and determine the progress thereof.

E. Progress of the Work

The Contractor shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the RTC from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by RTC approved Change Orders), in addition to the other requirements of the Contract and remedies available to the RTC, the Contractor agrees to take the following actions at no additional cost to the RTC to correct such tardiness:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the RTC, the backlog of Work;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the RTC, the backlog of Work; and,
3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Contractor to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the RTC that the Contractor is failing to diligently prosecute the Work, in which case the RTC may, after the notice of the breach has been provided to the Contractor pursuant to Section GC.10.A (Definition of Breach) of the Contract, without prejudice to other remedies the RTC may have and regardless of whether the Contractor has taken or is taking corrective action, immediately correct the Contractor's failure at the Contractor's expense by exercising the right to perform and carry out the work as provided in Section GC.10.E (RTC's Right to Carry Out the Work) including the use of the RTC's work forces, to award separate contracts, to supplement the Contractor's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the RTC deems appropriate.

F. Contract Time

Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve milestones if specified and achieve Substantial Completion of the Work within the Contract Time. In addition, where applicable, reference to Time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto. The Contractor shall complete all Work or separable portions of the Work in accordance with specified milestones or specific dates and in accordance with these specifications. The time specified above represents no overtime requirement. The scheduling of overtime for this work is solely that of the Contractor. The RTC is not responsible for any costs related to overtime work performed.

G. Progress Payments and Retainage

1. Progress Bills and Payments

The Contractor must submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the RTC and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the RTC. As permitted pursuant to Section GC.10.F (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the RTC may withhold from the progress payment an amount that is sufficient to protect the RTC for the Contractor's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The RTC shall pay claims for supplies, materials, equipment and services purchased under the provisions of this contract electronically, unless determined that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience. The RTC reserves the right to make a payment by check, with five (5) business days' notice. The RTC will provide notice via email or fax to the Consultant/Service Provider. All payments under this contract shall be paid in United States dollars.

Progress Payment Requests must be submitted using American Institute of Architects (AIA) Form G-702, or as otherwise specified by the RTC's Project Manager and shall include the following items:

- a) Schedule of Values detailing a cost breakdown noting materials costs, labor rates/costs and all incidental costs will be submitted monthly along with Progress Payment submittals. The Schedule of Values will be prepared in a Microsoft Excel document in a format approved by the RTC's Project Manager;
- b) Progress Report describing the Work completed during the billing period;
- c) Updated Guaranteed Progress Schedule highlighting critical milestones and Project status;
- d) If a federally funded project, the DBE Contract Compliance form listing participation of DBE firms in the Work;
- e) Certified Payroll Reports, if applicable;
- f) As-built drawings to be submitted weekly at time of construction meeting;
- g) Submittal Log to be submitted weekly at time of construction meeting.

The Contractor must submit certified payroll records each month as required by NRS Chapter 338, as applicable. If the certified payroll records for the previous month have not been received, the RTC may withhold funds from the progress payment in accordance with NRS Chapter 338.

The Contractor shall pay its subcontractors and suppliers in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

(Federally funded projects) Progress payments are payments for contract work that has not been completed. The RTC may use FTA assistance to support progress payments provided the RTC obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. The RTC will make progress payments only to a Supplier based on costs incurred in the performance of the contract. The Successful Bidder will provide adequate security for

progress payments in the form of a performance bond, labor and material payment bond, title to the property, or another security which is approved by the RTC. Sufficient documentation as approved by the RTC is required from the Successful Bidder to demonstrate completion of the amount of work for which progress payments are made. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The RTC, however, may not make progress payments for other than construction contracts based on this percentage method.

2. Retainage

a) From the dollar amount of work in place, not more than ninety-five percent (95%) of the amount of any progress payment may be paid until fifty percent (50%) of the work required by the Contract has been performed.

b) After fifty percent (50%) of the work required by the contract has been performed and, if in the opinion of the Project Manager, the work is progressing satisfactorily, the RTC may pay to the Contractor:

- (1) Any of the remaining progress payments without withholding additional retainage; and
- (2) Any amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

c) After determining in accordance with b) above whether satisfactory progress is being made in the work, the RTC may pay to the Contractor an amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract, if:

- (1) A subcontractor has performed a portion of the work;
- (2) The RTC determines that the portion of the work has been completed in compliance with all applicable plans and specifications;
- (3) The subcontractor submits to the Contractor:
 - (a) A release of the subcontractor's claim for a mechanic's lien for the portion of the work; and
 - (b) From each of the subcontractor's subcontractors and suppliers who performed work or provided material for the portion of the work, a release of its claim for a mechanic's lien for the portion of the work; and
- (4) The amount of the retainage which the RTC pays is in proportion to the portion of the work which the subcontractor has performed.

d) If, pursuant to c) above, the RTC pays to the Contractor an amount of any retainage that was withheld from progress payments from the first fifty percent (50%) of the work required by the Contract, for the portion of the work which has been performed by the subcontractor, the Contractor must pay to the subcontractor the portion of any retainage withheld by the contractor pursuant to NRS 338.555 for the portion of the work. If the Contractor pays to the subcontractor the portion of any retainage withheld by the Contractor pursuant to NRS 338.555 for the portion of the work which has been performed by the subcontractor, the subcontractor must pay to the subcontractor's subcontractors and suppliers the portion of any retainage withheld by the subcontractor pursuant to NRS.595 for the portion of the work.

e) If, after determining whether satisfactory progress is being made in the work, the RTC continues to withhold retainage from remaining progress payments:

- (1) If the RTC does not withhold any amount pursuant to NRS 338.525:
 - (a) The RTC may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and
 - (b) Before withholding any amount pursuant to subparagraph (a) above, the RTC must pay to the Contractor fifty percent (50%) of the amount of retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract; or

- (2) If the RTC withholds any amount pursuant to NRS 338.525:
- (a) The RTC may not withhold more than five percent (5%) of the amount of any progress payment; and
 - (b) The public body may continue to retain the amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.
- f) The Contractor may hold not more than five (5%) percent from the amount of any progress payment due under a subcontract which is made before fifty percent (50%) of the work has been completed under the subcontract. After fifty percent (50%) of the work required by the Contract has been performed, the Contractor shall pay any additional progress payments due under the subcontract without withholding any additional retainage if, in the opinion of the Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by the RTC to the contractor for the work performed by the subcontractor. If the Contractor continues to withhold retainage from remaining progress payments:
- (1) If the Contractor does not withhold any amount pursuant to NRS 338.560:
 - (a) The Contractor may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and
 - (b) Before withholding any amount pursuant to subparagraph (a), the Contractor must pay to the subcontractor fifty percent of the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract; or
 - (2) If the Contractor withholds any amount pursuant to NRS 338.560:
 - (a) The Contractor may not withhold more than five (5%) of the amount of any progress payment; and
 - (b) The Contractor may continue to retain the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract.
- g) Contractors shall have a clause in all subcontracts that subcontractors shall hold retainage on its subcontractors and suppliers in accordance with NRS 338.595.
- h) The aforementioned Contractor retention amounts will be released following the Governing Body's approval of the Notice of Completion, provided that the following conditions are met:
- (1) All punch lists items have been completed.
 - (2) A Certificate of Occupancy has been received.
 - (3) Final record drawings and specifications, and operations and maintenance manuals (if applicable) have been submitted.
 - (4) No premium exists with the Employer's Insurance Company of Nevada as evidenced by receipt of a final certificate after audit.
 - (5) All required documentation has been submitted to the Nevada State Labor Commissioner, if applicable, and approved as evidenced by a letter of release.
 - (6) The RTC may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions, as referenced above. The difference of the retention may then be paid.
- i) The RTC is required to pay interest in the retention amount at a rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associates in Nevada as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to a contractor is less than \$500, the RTC 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

- Contractor; or
(3) The amount withheld under the contract is due pursuant to NRS 338.520.

3. Payment for Stored Material

Not Specifically Purchased for the Work: The RTC may at its discretion pay the Contractor the cost of the material that is to be used in the performance of the Work provided the material complies with the requirements of the Contract and the following conditions are satisfied:

- a) The Contractor stores the material in a manner acceptable to the RTC at the Work site or other site that is acceptable to the RTC.
- b) The Contractor furnishes evidence of the quantity and quality of the stored material that is acceptable to the RTC.
- c) The Contractor furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the RTC.
- d) The Contractor furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the RTC.

If payment is being sought for material not specifically purchased for the Work, but taken from the Contractor's stock, then in lieu of an invoice, the Contractor shall submit to the RTC a statement and accompanying affidavit certifying that the material was taken from the Contractor's stock and that the claimed material and transportation costs represent the actual costs to the Contractor. The transfer of title to, or the payment for, the stored material by the RTC shall in no way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract. The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

Specifically Purchased for the Work: Payment based on the actual cost of supplies, materials and equipment on hand under this section shall be made by the RTC pursuant to NRS 338.515(2) with or without the paid invoice. "Actual cost" of materials shall be the invoice amount, whether paid or not, and will not include any costs associated with installation, testing, etc. The Contractor shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to the RTC with the progress bill and (2) states in the progress bill that the materials have been delivered and stored in the time and manner specified in the contract between the Contractor and its supplier or subcontractor. If the Contractor fails to comply with those conditions, the RTC may decline payment in accordance with the provisions of NRS 338.525. The RTC expressly reserves the right to withhold retention until the Contractor presents to the RTC a paid invoice, or some other proof satisfactory to the RTC, for the RTC's use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, the RTC shall adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of the Contractor for all supplies, materials and equipment until final acceptance of the work. Materials considered "specially made" for this project include:

- a) None

The transfer of title to, or the payment for, the stored material by the RTC shall in no way relieve the Contractor of responsibility for placing the material in accordance with the requirements of the Contract. The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Contractor.

H. Change Orders

1. The Contractor shall comply with all provisions and requirements required by this document for change order(s), which increase or decrease the contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the RTC for consideration, retroactive change order(s) will be rejected. Work which is specifically required by the RTC or their representative, and that is in addition to Work required by the Contractor Documents, will be charged against a formal change order executed by both parties (Exhibit A). Then the work defined shall commence as directed by the RTC's representative. All Change Order(s) require prior approval by the General Manager, or his designee, or the Governing Board of the RTC.

Change order work to be performed by General Contractor:

The maximum overhead and profit on change order work shall not exceed fifteen percent (15%) for work done by the General Contractor's own labor forces. General Contractor cannot charge overhead or profit on sales taxes paid.

Change order work to be performed by Sub-Contractor:

If the work is to be performed by the Sub-Contractor, the maximum overhead and profit shall not exceed fifteen (15) percent for all tiers of Sub-Contractor's; the maximum overhead and profit shall not exceed ten (10) percent for the General Contractor. General Contractor or Sub-Contractor(s) cannot charge overhead or profit on sales taxes paid.

2. Construction Change Directive

(a) Construction Change Directive. The Project Manager may issue a Construction Change Directive. A Construction Change Directive instructs the Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.

(1) Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

b) Documentation: The Contractor must maintain detailed records on a time and material basis of work required by the Construction Change Directive.

(1) After completion of the change, the Contractor must submit to the Project Manager an itemized account and supporting data necessary to substantiate cost and time adjustment to the Contract.

3. Delays and Extension of Time

The Contractor will be granted an extension of time for any delay on the critical path to completion of any Critical Milestone, based on the latest approved Construction Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of RTCs occupants of property adjoining the Work Site, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Construction Manager in writing of the cause or causes of delay within twenty four (24) hours from the beginning of such delay. Time extensions will be considered on a case-by-case basis and submission of such request shall not be construed as agreement or concurrence to this noted extension of time. Such delay shall not be the basis for a claim for additional compensation. For the purposes of this paragraph, weather conditions shall not be deemed unusually severe if they fall within the average number of rain days indicated in the latest edition of U.S. Weather Bureau's record of Las Vegas.

I. Mutual Termination

1. This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the provisions contained in Sections GC.3.F (Termination for Convenience) and GC.10.D (Termination for Cause).

J. Right to Adequate Assurance of Performance

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party's right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the contract.

K. Records

1. Worker Records

- a) The Contractor and each subcontractor engaged on this project shall:
- (1) Inquire of each worker employed by the Contractor or subcontractor in connection with this public work:
 - (a) Whether the worker wishes to specify voluntarily his or her gender; and
 - (b) Whether the worker wishes to specify voluntarily his or her ethnicity; and
 - (2) For each response the Contractor or subcontractor receives pursuant to paragraph (1) above:
 - (a) If the worker chose voluntarily to specify his or her gender or ethnicity, or both, record the worker's responses; and
 - (b) If the worker declined to specify his or her gender or ethnicity, or both, record that the worker declined to specify such information.

The Contractor or subcontractor shall not compel or coerce a worker to specify his or her gender or ethnicity and shall not penalize or otherwise take any adverse action against a worker who declines to specify his or her gender or ethnicity. Before inquiring as to whether a worker wishes to specify voluntarily his or her gender or ethnicity, the applicable Contractor or subcontractor must inform the worker that such information, if provided, will be open to public inspection.

- b) The Contractor must keep an accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
- (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (6) The actual per diem, wages and benefits paid to the worker.
- c) The Contractor must keep an accurate record showing, for each worker employed by the Contractor or subcontractor in connection with the public work who has a driver's license or identification card:
- (1) The name of the worker;
 - (2) The driver's license number or identification card number of the worker; and
 - (3) The state or other jurisdiction that issued the license or card.

d) The records maintained above must be open at all reasonable hours to the inspection of the RTC. The Contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph a) above must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph b) above is confidential and not open to public inspection. The records in the possession of the RTC may be discarded by the RTC two years after final payment is made by the RTC.

L. Value Engineering

1. Change Proposals

- (a) Submittal by Contractor. The Contractor is encouraged to submit Value Engineering Change Proposals ("VECPs") for the purpose of enabling the Contractor and RTC to take advantage of potential cost and/or time savings through changes in the requirements of the Contract Documents that do not adversely impact essential characteristics of the Project. The Contractor is encouraged to submit VECPs whenever it identifies potential savings or improvements.
- (b) Description of VECPs. A VECP is a proposal developed and documented by the Contractor which:
- (i) would modify or require a change in any of the requirements of, or constraints set forth in the Contract Documents in order to be implemented; and

- (ii) reduces the Contract Price without impairing essential functions or characteristics of the Work, including the meeting of requirements contained in all Government Rules, and without being based solely upon a change in quantities.
- (c) Information to be provided. At minimum, the Contractor shall submit the following information with each VECP:
 - (i) Description of the existing Contract Document requirement(s) which are involved in the proposed change;
 - (ii) Description of the proposed change;
 - (iii) Discussion of differences between existing requirement(s) and the proposed change, together with advantages and disadvantages of each changed item;
 - (iv) Itemization of the Contract Document requirements which must be changed if the VECP is approved (e.g., drawing numbers and specifications);
 - (v) Justification for changes in function or characteristics of each item, and effect of the change on the performance of the end item, as well as on the meeting of requirements contained in the Contract Documents.
 - (vi) Date or time by which a Change Order must be issued by the RTC adopting the VECP in order to obtain the maximum cost reduction, noting any effect on the Guaranteed Project Schedule;
 - (vii) Costs of development, including changes to the Contract Documents by the Architect/Engineer of Record, and implementation by the Contractor; and
 - (viii) Cost and/or time estimate for existing Contract Document requirements, compared to the Contractor's cost and/or time estimate with the proposed changes, including a definitive identification of the net cost and time savings associated with the proposed VECP.

2. Review and Acceptance by RTC

- (a) RTC Review. Upon receipt of a VECP from the Contractor, RTC will review and process the VECP expeditiously, but shall not be liable for any delay in acting upon any proposal submitted. The Contractor may withdraw all, or part, of any VECP at any time prior to acceptance by RTC. In all situations, each party shall bear its own costs in connection with preparation and review of VECPs.
- (b) Acceptance of VECPs. RTC may, at its sole discretion, approve (in whole or in part) any VECP submitted by issuance of a Change Order. Designs for approved VECPs shall be prepared by the Contractor for incorporation into the Contract Documents. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents, If RTC does not act upon a VECP within fifteen (15) days, such failure to act shall be deemed to be a rejection of the VECP.

3. Contract Price Adjustment

- (a) Amount. If RTC accepts a VECP submitted by the Contractor pursuant to this Section, the Contract Price shall be reduced by an amount equal to sixty percent (60%) of the estimated net savings, as defined below.
- (b) Definition. The term "estimated net savings" as used herein means (1) the difference between the cost of performing the Work according to the Contract Documents and the actual cost to perform it according to the proposed change, less (2) any additional costs incurred by RTC resulting from implementation of the VECP. The Contractor's profit shall not be considered part of the cost.
- (c) Limitation. Except as specified herein, the Contractor is not entitled to share in either collateral or future Contract savings. The term "collateral savings" means those measurable net reductions in RTC's costs resulting from the VECP, including maintenance costs and the cost of RTC furnished equipment. The term "future Contract savings" means reductions in the cost of performance of future construction contracts for essentially the same item resulting from a VECP submitted by the Contractor.
- (d) When Payable. The Contractor's share of any VECP cost savings shall be payable at such time as payments would have been made for the Work which is the subject of the VECP had the VECP not been implemented.

A. Substantial Completion of the Project

When the Contractor considers the Work or portion thereof has reached Substantial Completion, the Contractor shall so inform the RTC. The RTC shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Contractor.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the RTC will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the RTC and Contractor for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Contractor to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the RTC and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Contractor is unwilling to provide written acceptance of the Certificate of Substantial Completion, the RTC shall issue the Certificate without the Contractor's signature, and (i) the Contractor shall immediately comply with the provisions of the Certificate, and any dispute involving the Contractor's unwillingness to provide written acceptance shall be resolved in accordance with Section GC.12 (Disputes Between Parties). In such event, the RTC may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

B. Use of Completed Portions of Work

Whenever, as determined by RTC, any portion of Work performed by the Contractor is in a condition suitable for use, RTC may initiate a Certificate of Substantial Completion for that portion and take possession of or use such portion.

Such use by RTC will in no case be construed as constituting final acceptance, and will neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by RTC of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to RTC, RTC shall have the right to continue such use until such portion of Work can, without injury to RTC, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action will not exceed 12 months unless otherwise mutually agreed upon in writing between the parties.

Contractor shall not use any permanently installed equipment unless such use is approved by RTC in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of the RTC. If RTC furnished an operator for such equipment, such operator's services will be performed under the complete direction and control of the Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, worker's compensation or other benefits paid directly or indirectly by RTC.

C. Punch List

The Contractor shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Contractor fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the RTC shall have the option to invoke any of the remedies provided for under Section GC.10 (Breach of Contract and Remedies).

The time stated for completion of punch list items shall include final clean up of the Work site.

D. Final Inspection and Acceptance of Work

When the Contractor considers the Work is complete, the Contractor shall so notify the RTC in writing. If, after

inspection and testing, the RTC determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the RTC shall inform the Contractor that application for final payment may be made. The Contract shall not be considered to be fully performed until the Contractor provides the RTC with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

E. Final Payment

Provided the Contract has been fully performed pursuant to Section GC.5.C (Final Inspection and Final Acceptance of the Work) of the Contract, the Contractor shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the RTC by the Contractor of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the RTC and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

F. Commencement of Warranties

All warranties, guarantees and other applicable time periods designated in the Contract Documents shall commence on the date of the Certificate of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion. The RTC, upon written request, may approve other commencement dates for systems, equipment, or other specific items of work.

G. Release of Retention

After the Contractor has completed the punch list and submitted the Final Record Documents to the RTC and all applicable governmental authorities' satisfaction, the Contractor may request payment for the "Release of Retention".

If there are estimated Liquidated Damages due the RTC, from any Liquidated Damage clause in the Contract, this amount may be withheld from the payment of the "Release of Retention" to the Contractor until such time that the actual Liquidated Damages are determined. At this time the RTC will pay the balance, if any, due to the Contractor.

H. Non-Conforming Work not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the RTC shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

GC.6 LIQUIDATED DAMAGES AND DELAY DAMAGES

A. RTC's Recovery of Liquidated Damages

The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section GC.4.D (Contract Time), or any separable part thereof, of the RTC-Contractor Agreement of the Contract, the Contractor further acknowledges that the RTC will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the RTC and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the RTC if the Contractor fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 7 of the RTC-Contractor Agreement is a reasonable estimate of the damages to be suffered by the RTC.

The Contractor agrees to pay the RTC Liquidated Damages for each day that the Work exceeds the completion deadline until the Contractor reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the RTC in completing the Work. Liquidated Damages shall be in

addition to any other remedies that may be available to the RTC. By executing the RTC-Contractor Agreement, the Contractor agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the RTC permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the RTC of any of its rights or remedies under the Contract.

The RTC's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section GC.12.B (Arbitration) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

B. ADA Non-Compliance Damages

Facilities and equipment must be manufactured and installed to be ADA accessible and compliant, or Contractor will be responsible for costs associated with the retrofit to make ADA accessible and compliant. This clause and Contractor's indemnity of the RTC survives term of the contract.

C. Delay Damages

The Contractor shall not make any claim against the RTC for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Contractor may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

1. Delays caused by the RTC's malicious or grossly negligent conduct, or the RTC's willful and knowing delay to the Substantial Completion of the Work,
2. Delays whose assumption of the risk by the Contractor was not within the contemplation of the parties at the time the parties entered into the Contract, or
3. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the RTC.

If any of the exceptions set forth in 1 through 3 above are determined by the RTC to be applicable, the RTC may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work at its sole discretion. The RTC shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Contractor.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

1. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
2. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
3. Unmarked utilities or utility interferences,
4. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
5. Acts or omissions of the RTC and other governmental authorities acting in their role as code and regulation enforcement regulators,
6. Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work,
7. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the RTC,

- or under the direction or control of a general contractor of the RTC, or
8. Discovery of hazardous substances or substances suspected of being hazardous,

then the Contractor may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work at the sole discretion of the RTC.

This Section shall apply to any claim described as a “disruption,” “acceleration,” “suspension,” “schedule change,” “impact to the progress of the Work” or some other term avoiding use of the term “delay.”

GC.7 BONDING REQUIREMENTS

A. Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

B. Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

C. Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

GC.8 INSURANCE REQUIREMENTS

A. In General

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the

premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the RTC.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
\$2,000,000 aggregate
Policy Period: Annual Policy
Named Insured: Contractor
Additional Insured Parties: Regional Transportation Commission of Southern
Nevada (its officers, employees and agents)

Aggregate per Project Endorsement

2. **Automobile Liability Insurance**

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 combined single limit
Policy Period: Annual Policy
Named Insured: Contractor

3. **Workers' Compensation and Employer's Liability Insurance**

The Contractor shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Policy Period: Annual Policy
Named Insured: Contractor

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease

\$1,000,000 policy limit
Policy Period: Annual Policy
Named Insured: Contractor

4. Umbrella/Excess Liability

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

For contract amount under \$5,000,000: At least \$1,000,000 limit
For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
For contract amount over \$50,000,000: At least \$10,000,000 limit

5. Builder's Risk Insurance

RTC-Owned Property: During the term of this Contract, RTC will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the RTC, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

Insured:

Regional Transportation Commission of Southern Nevada, its Contractors and Subcontractors of any tier, 600 South Grand Central Parkway, Las Vegas, Nevada 89106.

Deductibles:

Each loss shall be adjusted separately for any one insured Project and any one occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

- a) In respect of losses arising from all other insured perils: \$25,000 per occurrence.
- b) In respect of losses arising from the peril of volcanic eruption, landslide or mine subsidence: \$500,000 per occurrence.

Contractor will be responsible for the deductible amounts, per each occurrence, as show above, or as adjusted by the Regional Transportation Commission of Southern Nevada's Builders Risk policy from year to year. The RTC will make every attempt to maintain the deductibles from year to year, but the Contractor will be responsible for the deductibles as they are negotiated. The RTC will give the Contractor 30 calendar days notice of any change in the existing deductibles. The Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate the Contractor for costs associated with an increase in deductibles as shown.

It is the Contractor's responsibility to be familiar with the current coverages described in this Section.

The Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by the RTC, to the RTC's Project Manager in writing of details of the incident.

The Contractor shall, at the same time, forward to the RTC's Purchasing Representative and RTC's insurance agent as specified above. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgement forms, etc.

In the event of a claim, the Contractor shall meet with the RTC to determine the quantities of replacement materials and/or equipment. The Contractor shall be responsible for the reordering of all items upon direction of the RTC's Project Manager. RTC's payment for these materials and equipment shall not be made until deliver to the job site. The payment(s) are subject to the deductible amount as identified within this Section.

The RTC reserves the right to require the Contractor to furnish the contractor's actual insurance

policies for examination by the RTC.

Non-RTC-Owned Property: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (Builder's Risk) upon the work at the site to the full insurable value. This insurance shall include the interests of the RTC, RTC's Project Manager, Contractor, and Subcontractors of any tier. Coverage shall be written on forms to include fire, extended coverage and special form including theft. Contractor is responsible for the deductible for any claim made against the policy. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

6. Asbestos Liability Insurance

The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy
Named Insured:	Contractor

7. Installation Floater Insurance

The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	TBD
Policy Period:	Effective until final completion of the Project
Named Insured:	Contractor
Additional Insured Parties:	Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the RTC. 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.

C. Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor insurance must be declared and approved in writing by RTC.

D. Certificate of Insurance

The Contractor will email to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the RTC.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the RTC if so requested.

E. Renewal Policies

The Contractor shall promptly deliver to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the RTC not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify CertControl@instracking.com (and a copy to the Designated Purchasing Contact) in writing of any changes or cancellations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse

There shall be no recourse against RTC for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

I. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the RTC may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the RTC may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the RTC in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

GC.9 INDEMNITY

A. General Indemnity

The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, employees, authorized representatives and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

The Contractor agrees to indemnify, defend and hold harmless the RTC, including its officers, employees, authorized representatives and agents from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the Contract.

B. Patent Indemnity

The Contractor should advise the RTC of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Contract, constitutes an infringement of any patent; and, the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

GC.10 BREACH OF CONTRACT AND REMEDIES

A. Definition of Breach

If, during the existence of the Contract, the Contractor:

1. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section GC.2.Q (Payment of Subcontractors and Other Parties) of the Contract;
2. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section GC.4.A (Notice to Proceed) of the Contract;
3. Fails to diligently prosecute the Work as required by Section GC.4.B (Guaranteed Project Schedule) or Section GC.4.C (Progress of Work) of the Contract;
4. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section GC.4.C (Progress of Work) of the Contract;
5. Fails to complete the Work within the Contract Time as required by Section GC.4.D (Contract Time) of the Contract;
6. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section GC.5.C (Punch List) of the Contract;
7. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections GC.7 (Required Bonds) and GC.8 (Required Insurance) of the Contract;
8. Fails to pay third party claims as required by Section GC.9.A (General Indemnity) of the Contract;
9. Fails to maintain licensure by the Nevada State Contractor's Board as required by Section GC.11.A (General Warranty) of the Contract;
10. Fails to promptly remedy the Work not in conformance with the Contract as required by Section GC.11.C (Warranty Work Conforms with Requirements of the Contract);
11. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section GC.13.A (General) of the Contract;
12. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the RTC or the State Labor Commissioner's Office as required by Section GC.13.B (Compliance with Labor Laws) of the Contract;
13. Fails to maintain solvency, allows a judgment to stand against the Contractor for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or
14. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if un-remedied may constitute an Event of Default as described in Section GC.10.B (Event of Default).

B. Event of Default

The Contractor and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section GC.10.A (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a

cure but by its nature cannot be cured within the seven day period, the Contractor or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the RTC may declare that an "Event of Default" has occurred and the RTC may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section GC.10 (Breach of Contract and Remedies) of the Contract.

C. Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section GC.6.A (RTC's Recovery of Liquidated Damages), if the Contractor fails to cure any Event of Default under this Agreement within the time provided in Section GC.10.8 (Event of Default), the RTC shall be entitled to damages resulting there from.

D. Termination for Cause

Upon the occurrence of an Event of Default, the RTC may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the RTC may do any and all of the following:

1. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept the assignment of the Contractor's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to RTC if Contract is terminated); and
3. Finish the Work by whatever method deemed expedient by the RTC.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the RTC. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the RTC through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the RTC.

E. RTC's Right to Carry out the Work

If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section GC.10.B (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the RTC may, without prejudice to any other right or remedy available to the RTC, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the RTC's personnel).

If the RTC discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the RTC may proceed with the corrective action without having to provide any additional notice to the Contractor.

If, after expiration of the seven-day notice period required pursuant to Section GC.10.B (Event of Default) of the Contract, the Contractor proceeds to correct the breach and the RTC has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the RTC incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the RTC for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section GC.10.B (Event of Default) of the Contract, the RTC decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the RTC shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the RTC's personnel). If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the RTC.

F. Deduction from Progress Payments

For each and every breach set forth in Section GC.10.A (Definition of Breach) of the Contract, the RTC may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the RTC, may be necessary to protect the RTC from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the RTC, the RTC may withhold from any requested progress payment such sum as may be necessary to protect the RTC from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section GC.6.A (RTC's Recovery of Liquidated Damages) of the Contract which the RTC anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the RTC and the Contractor concerning the request for payment, the Contractor may submit a revised application for certification. The RTC shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the RTC has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Contractor remedies the failure for which payment has been withheld, and the RTC verifies such correction, then the withheld money shall be included with the payment of the next application.

G. Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

GC.11 REPRESENTATIONS AND WARRANTIES

A. General Warranty

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract.

B. Warranty of Merchantability and Fitness for Particular Purpose

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

C. Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects, latent defects and deficiencies in design, supplies, equipment, materials and workmanship (unless furnished by the RTC) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the RTC of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the RTC.

The Contractor shall perform such tests as the RTC may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Contractor. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the RTC. The Contractor warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Contractor fails to promptly make the necessary corrections and tests, the RTC may perform or cause to be performed the same at the Contractor's expense. The Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the RTC.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract other than specifically to correct the Work then known by the RTC to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the RTC).

D. Warranty Exclusions Prohibited

The RTC will not accept any warranty clause from the Contractor, Subcontractor or manufacturer that states:

1. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
2. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the RTC as well as from the Contractor to the RTC if the manufactured product is sold directly to the Contractor.

GC.12 DISPUTES BETWEEN PARTIES

A. Preliminary Resolution

Any claim, dispute or other question that may arise between the RTC and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

If the Contractor disagrees with the RTC's Project Manager's decision as referenced in Section GC.14.A, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the RTC's Project Manager has not recognized as extra work, the Contractor shall notify the RTC's Project Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the RTC's Project Manager shall be filed in writing to the RTC's Project Manager within five business days of receipt of such decision. Failure to file a claim, in writing, within 15 business days from the date of occurrence, or from the receipt of the RTC's Project Manager's decision will waive the contractor's right to a Claim. All other claims notices for extra Work shall be filed in writing to the RTC's Project Manager prior to the commencement of such Work. Written notice must use the words "Notice of Potential Claim". Such Notice of Potential Claim must state the circumstances and all reasons for the claim, but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, change work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the RTC's Project Manager and the RTC, and is not merely a formality. Such notice allows the RTC to consider preventative action, to monitor the contractor's increased costs resulting from the situation, to marshal facts, and to plain its affairs. Such notice by the Contractor and the fact that the RTC's Project Manager has kept account of the cost as aforesaid, will not in any way be construed as proving the validity of the claim.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Project Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used which shall be signed by the RTC's Project Manager and Contractor daily. Such information shall be submitted to the RTC's Project Manager on a weekly or daily basis as determined by the RTC's Project Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed Work.

Within 30 calendar days after the last cost of work for which the contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 calendar days, then within 15 calendar days after the 30th day and every month thereafter, the Contractor shall submit to the RTC's Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the RTC's Project Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the contractor will promptly comply to the satisfaction of the RTC's Project Manager. If the additional costs are in any respect not knowable with certainty, they will be estimated as best be done. In case the claim is found to be just, it will be allowed and paid for as provided in GC.15.K (Contract Modification).

The RTC's Project Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the RTC's Project Manager.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section GC.12.B (Arbitration) of the Contract.

B. Arbitration

1. Right of Arbitration

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall have notified the other party pursuant to Subsections 5 and 6 of this Section.

2. Designation of Arbitrators

Within the notice provided pursuant to Subsection 6 of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the RTC and the Contractor. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in

accordance with the construction industry rules of the Arbitration Association.

3. Arbitration Costs and Attorneys Fees

The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

4. Right of Joinder

In the event that the RTC is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with, the construction of the Work, or the performance of the Contractor under this Contract, the Contractor agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting there from. Any joinder of the Contractor is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the RTC from joining the Contractor as a party to any arbitration proceedings which the RTC commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Contractor is named as an additional party by the RTC, the Contractor shall not be entitled to any additional compensation from the RTC as a result of preparing for, or participating in, the arbitration.

5. Notice of Claim

In order for the Contractor to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the RTC within 14 calendar days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the RTC on notice so that proper measures can be taken by the RTC to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the RTC to properly verify any costs incurred by the Contractor in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

6. Notice of Arbitration

The filing of the written notice pursuant to Subsection 5 of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration.

In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within 60 calendar days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

7. Discovery

In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure.

8. Summary Procedure

In lieu of discovery rights set forth in Subsection 7, the RTC may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the RTC to the Contractor within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section.

In the event of such an election, the parties shall agree upon a date for the presentation of the

Contractor's claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Contractor shall present such testimony and documents in support of its claim against the RTC. Upon the conclusion of the Contractor's presentation, the matter shall be continued for not less than 30 calendar days but no more than 60 calendar days to allow the RTC to prepare its response to the claim of the Contractor. At the conclusion of the RTC's presentation, the Contractor shall proceed with any rebuttal testimony or documentary evidence in response to the RTC's defense, and the RTC shall at the same hearing proceed with any reply to the rebuttal by the Contractor.

9. Work to Proceed

The Contractor shall proceed with the Work during any pending arbitration, court or other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

10. Substitution of Arbitration Association

In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the RTC shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association.

C. Alternate Dispute Resolution

1. If a dispute arising between the RTC and the Contractor cannot otherwise be settled, the use of a method of alternate dispute resolution before initiation of a judicial action is required.

GC.13 COMPLIANCE WITH THE LAWS

A. General

The Contractor and all Subcontractors shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, NRS 338, NRS 339, NRS 624 and NAC 624, labor, the Federal Occupational Health and Safety Act and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

B. Compliance with Labor Laws

1. Wages

This project does require use of prevailing wages or federal wages.

2. Prevailing Wage Rate Law

The Contractor and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

a) Prevailing Wage Rates

For public work projects whose cost is \$100,000 or more, the Contractor hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Contractor or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Contractor is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner, as specified on its website: <http://labor.nv.gov> or by calling (702) 486-2795. The wage rates that are applicable are those as specified on the Bid Opening date and remain in effect for the duration of the Project. Any Change Order causing a contract to equal or exceed \$100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner for the entire Contract period. Any Work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the RTC.

In accordance with NRS Chapter 338, the Contractor shall post the current prevailing wage

rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the RTC or the State Labor Commissioner.

b) Subcontractor List

In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the RTC the name and address of each Subcontractor performing work on the Project within ten days after the Subcontractor commences work on the Project and the identifying (PWP) number for the Work.

c) Certified Payroll Reports

Pursuant to NRS Chapter 338, any public work contract awarded for \$100,000 or more, the Contractor and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the “certified payroll reports.”

The Contractor, and each Subcontractor through the Contractor, is required to submit a copy of the certified payroll reports for each calendar month to the RTC no later than 15 calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Contractor shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from the Contractor by the RTC because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within ten calendar days after the end of the month or the rate agreed upon by the contractor and Subcontractor. The Contractor shall submit the RTC’s copy of its certified payroll and the certified payroll of each of the Subcontractors performing the Work of the Project to the RTC’s Project Manager. The RTC’s Project Manager may be contacted to view the reports.

The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

Certified Payroll Reports will be available for public viewing upon request to the RTC’s Project Manager.

d) Penalties

In accordance with NRS 338.060, the Contractor shall forfeit the penalty provided herein to the RTC for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the RTC, (iii) the Contractor or Subcontractor did not report to the RTC as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the RTC may withhold not less than \$20.00, nor more than \$50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor’s business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to \$1,000 for the first violation and \$5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or

Subcontractor is determined by the RTC to have violated the provisions of this Section, the RTC may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

3. Federal Wage Rates

The Contractor shall comply that the Federal Wage Rates attached (*Exhibit C to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State of Nevada Prevailing Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

4. Federal Conditions

The Contractor shall comply with the Federal Conditions attached (*Exhibit D to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract.

5. Copeland Anti-Kickback Law

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

6. Fair Employment Law

The Contractor shall comply with the fair employment provisions of NRS 338.125. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily 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. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Contractor shall constitute a material breach of the Contract.

If the Contractor or any of its Subcontractors refuse to hire or do business with an individual or company in violation of this provision, the RTC may declare the Contractor in breach of the Contract, and the RTC may terminate the Contract and designate the Contractor as not responsible for purposes of bidding future public work projects.

7. Preferential Employment

The Contractor shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Contractor engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

C. Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date. The Contractor shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the RTC of any conflicts between the Contract Documents and the Act or the rules and

regulations promulgated there under.

D. Compliance with Immigration Reform Control Act of 1986 Air Pollution Control

In accordance with the Immigration Reform and Control Act of 1986, the Contractor shall not employ unauthorized aliens in the performance of the Contract.

E. Air Pollution Control

Prior to commencing the Work, the Contractor shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Contractor shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

1. Nevada Revised Statute 445: Air Quality Regulation
2. Adhering to all Clark County Department of Air Quality and Environmental regulations

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the RTC.

The Clark County Department of Air Quality Management's Air Pollution Control Regulations Regulation 94, Section 94 Handbook, and those Best Management Practices (BMPs) described therein are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities defined in Section 94.2 of these regulations, the Contractor shall obtain a Dust Control Permit from the Clark County Department of Air Quality and Environmental Management. As applicant, the Contractor is responsible for insuring that all contractors, subcontractors, and all other persons abide by the conditions of the permit. As applicant the Contractor is further responsible for supplying complete copies of the Dust control Permit and Dust Mitigation Plan.

In accordance with Section 94.4.11 of these regulations, if at any time the contractor's operations cause more than 50 acres of disturbed soil to exist, the Contractor shall cause to have in place a person (dust control Monitor) with full authority to ensure that dust control measures are implemented, including inspections, record keeping, deployment of resources and shut-down or modification of construction activities, as needed.

Throughout the project area and for the duration of the Project, all disturbed soil must be maintained to minimize wind erosion and particulate emissions. Best Available Control Measures (BACM) are required 24 hours a day, seven days a week, whether or not there is current construction activity on site. When any part of the Project area is inactive for a period of 30 days or longer, long term stabilization must be implemented within ten calendar days following the cessation of active operations in that area. As permit holder, the Contractor shall notify the Clark County Department of Air Quality and Environmental Management in writing within ten days following the cessation of active operations on all or a part of the Project area.

The Contractor's superintendent or other designated on-site representative, water truck drivers and water pull drivers on the Project shall be required to have successfully completed a Clark County Department of Air Quality and Environmental Management Dust Control Class.

As permit holder, the Contractor shall keep records of construction site self-inspections for the Project duration in accordance with Section 94.8.1.

Measurement and payment for Dust Control will be per lump sum for all work required to comply with Section 94 requirements, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractor, provision of dust control monitor(s), shut-down expenses caused by violations of this regulation,

monetary penalties or sanctions resulting from violations of this regulation, record keeping, training, long-term stabilization due to cessations of the Work more than 30 days, and all labor, equipment, and materials required to employ BACM as set forth in the Section 94 Handbook to prevent particulate matter from becoming airborne.

F. Storm Water Pollution

The Contractor shall perform its Work so as to not discharge polluted storm water runoff into the waters of the United States, including municipal separate storm sewer systems (MS4s) in violation of the laws, rules, and regulations of all federal, state and local water pollution requirements.

Contractor shall:

- a) Comply with the provisions of Nevada Revised Statutes, Chapter 445A, Water Pollution Control.
- b) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
- c) All information and forms pertaining to Nevada's Storm Water Permitting Program can be found on the following website: <http://ndep.nv.gov/bwpc/storm01.htm>

The state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the contractor shall submit a Notice of Intent (NOI) to the Nevada division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the Project site and be updated as necessary for the duration of the Project. As applicant, the contractor is responsible for insuring that all contractors, Subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all Project Subcontractors.

Any contracts between the Contractor and applicable Subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the Project area and the duration of the Project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, seven days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction sit inspections for up to three years after completion of the Work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all Work required to comply with all state and federal regulations, including but no limited to permit fees, plan preparation, required signage, monies paid to Subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMP's as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

G. Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

H. Non-Discrimination

The RTC is committed to promoting full and equal business opportunity for all persons doing business with the RTC. The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the RTC may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor has non-responsible for future Projects.

I. Bidder's Preference Records (for 100% locally funded projects only which exceed \$250,000) – NOT USED

In compliance with NRS 338, if the Contractor was awarded the Contract pursuant to receiving a preference in bidding:

1. Within 2 hours after the completion of the opening of the bids by the local government, the Bidder submitted to the RTC a *signed affidavit* which certified that, for the duration of the project, collectively, and not on any specific day (Local Certification):
 - a) At least **50%** of the workers employed on the public work, including any employees of the Bidder and of any subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada;
 - b) **All** vehicles used primarily for the public work will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or
 - (2) Registered in Nevada;
 - c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727, at least **50%** of the design professionals working on the public work, including, without limitation, any employees of the Bidder and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and
 - d) The Contractor and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada its records concerning payroll relating to the public work.

Failure to comply with any requirement of a through d (Local Certification) above entitles the public body to a penalty specified below.

2. During the contract period, a person who submitted a bid on the public work or an entity who believes that an awarded Bidder has obtained a preference in bidding, but has failed to comply with the Local Certification requirements may file before the substantial completion of the public work, a written objection with the RTC for the Bidder performing the public work. The written objection must set forth the proof or substantiating evidence to support the belief of the person or entity that the awarded Bidder has failed to comply with the Local Certification requirements.
3. If the RTC receives a written objection pursuant to Paragraph 2 above, the RTC will determine whether the objection is accompanied by the proof or substantiating evidence required.
 - a) If the RTC determines that the objection is not accompanied by the required proof or substantiating evidence, the RTC will dismiss the objection.
 - b) If the RTC determines that the objection is accompanied by the required proof or substantiating evidence or if the RTC determines on its own initiative that proof or substantiating evidence of a failure to comply with Local Certification requirements exists, the RTC will

determine whether the Bidder has failed to comply with Local Certification requirements and the RTC may proceed to award the contract accordingly or, if the contract has already been awarded, seek the remedy authorized below in Paragraph 4 below.

4. The RTC may recover by civil action against the party responsible for a failure to comply with a requirement of Local Certification, a penalty as described below for a failure to comply with Local Certification requirements above. If the RTC recovers a penalty pursuant to the preference of bidding, the RTC will report to the State Contractor's Board the date of the failure to comply, the name of the entity which failed to comply and the cost of the contract to which the entity that failed to comply was a party. The Board will maintain that information for not less than 6 years, and will provide that information to any public body or its authorized representative.

5. If the Contractor submitted the affidavit described as Local Certification requirements above and received a preference in bidding and was awarded the contract as a result of that preference, the contract between the Contractor and the public body, each contract between the Contractor and a subcontractor, and each contract between a subcontractor and a lower tier subcontractor must provide that:

- a) If a party to the contract causes the Contractor to fail to comply with a requirement of Local Certification, the party is liable to the public body for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party.
- b) The right to recover the amount determined pursuant to paragraph a. above by the public body pursuant to subsection 4 may be enforced by the public body directly against the party that caused the failure to comply with a requirement of Local Certification; and
- c) No other party to the contract is liable to the public body for a penalty.

6. If the Contractor submitted the affidavit described as Local Certification requirements above and received a preference in bidding and was awarded the contract, within 48 hours of a request of the RTC, provide the RTC with:

- a) Name of the awarded Contractor,
- b) Cost of the contract,
- c) A brief description of the public work, and
- d) A description of the degree to which the awarded Bidder and each subcontractor complied with the requirements of Local Certification above.

J. Workers Records

The Contractor and each subcontractor are required to keep documentation as follows:

1. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
 - a. The name of the worker,
 - b. The occupation of the worker,
 - c. The gender of the worker, if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information
 - d. The ethnicity of the worker if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information;
 - e. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card, and
 - f. The actual per diem, wages and benefits paid to the worker.
2. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - a. The name of the worker,
 - b. The driver's license number or identification card number of the worker, and
 - c. The state or other jurisdiction that issued the license or card.

3. The above-mentioned records maintained must be open at all reasonable hours to the inspection of the RTC. The contractor and the subcontractors shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of each month, but may be discarded by the RTC two years after the final payment is made by the RTC.
 - a. The copy of the record referenced in subsection 1 above will be considered a public record and open for public inspection.
 - b. The copy of the record reference in subsection 2 above is confidential and not open for public inspection.

K. Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

GC.14 CONTRACT INTERPRETATION

A. General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, Nevada, and any litigation shall be in a competent jurisdiction in Clark County, Nevada.

Questions regarding the meaning and intent of the Contract documents must be referred in writing by the Contractor to the RTC's Project Manager. Where practical, the RTC's Project Manager shall respond to the Contractor in writing with a decision within seven calendar days of receipt of the request. If Contractor disagrees with the RTC's Project Manager's decision, it can follow the procedures specified in Section GC.12 (Disputes Between Parties).

B. Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

C. Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the RTC:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. RTC-Contractor Agreement
4. Federal Conditions
5. General Conditions
6. Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the RTC)

D. Standards and Codes

Whenever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

Where applicable, reference to the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

E. Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the RTC's interpretation.

F. Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

GC.15 MISCELLANEOUS PROVISIONS

A. Regulatory Authorities

The Contractor does hereby acknowledge and agrees that the RTC, or the RTC's Project Manager, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the RTC, or which are departments of the RTC including, but not limited to, the FAST and Metropolitan Planning Organization acting in a regulatory manner. The Contractor is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the RTC acting in a regulatory manner) and any delays resulting to the Contractor in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Contractor, and not attributable in any manner to the RTC.

The RTC's Project Manager acts in a capacity similar to that of a representative working for a private property RTC which is to ensure that the RTC receives a quality product, delivered on schedule, for a fair price. Furthermore, the RTC's Project Manager does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the RTC's Project Manager. The Contractor agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the RTC's Project Manager, and that the Contractor's interaction with each regulatory authority is to be conducted without assistance from the RTC's Project Manager.

B. Subcontracts

Any subcontract entered into by the Contractor and its Subcontractor or material supplier shall not create any contractual relationship between the RTC and the Subcontractor or material supplier.

The Contractor agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Contractor in connection with the Project if so requested by the RTC for any of the reasons set forth in NRS 338.140 (1)(d).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338. If the Contractor substitutes a subcontractor for any subcontractor who is named in the bid without complying with NRS 338.141.5, the Contractor shall forfeit, as a penalty to the RTC, an amount equal to 1 percent of the total amount of the Contract. If the Contractor, after the submission of the bid, substitutes a subcontractor to perform the work indicated on the subcontractor lists submitted as part of its bid, the Contractor shall forfeit as a penalty to the RTC the lesser of, and excluding any amount of the Contract that is attributable to change orders, an amount equal to 2.5 percent of the total amount of the contract or an amount equal to 35 percent of the estimate by the engineer of the cost of the work the Contractor indicated pursuant to NRS 338.141.3 that it would perform on the public work.

C. Flow Down Language

Contractor shall provide that its contracts with its subcontractor(s) shall provide that the subcontractor(s) shall be bound to the Company in the same manner, and to the same extent, as the Contractor is bound to the RTC under this Agreement.

D. Right to Review and Audit

The Contractor agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contractor a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of existence, the Contractor shall turn over to the RTC all of its records relating to the Contract to be retained by the RTC for the required period of time.

The Contractor agrees to permit the RTC or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Contractor's operation hereunder. The Contractor further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Contractor or its records and books are not located within Clark County, Nevada, the Contractor agrees to deliver the records and books or have the records and books delivered to the RTC or its authorized representative at an address within Clark County, Nevada, as designated by the RTC.

If the RTC or its authorized representative find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the RTC the costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the RTC or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the RTC.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the RTC or its authorized representative finds the RTC's dollar liability to the Contractor is less than the payments made by the RTC to the Contractor, the Contractor agrees to repay the difference immediately to the RTC or, at the RTC's option, credit the difference against future payments due the Contractor.

E. Independent Contractor

The 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. The Contractor shall act as an independent contractor and not as an agent of the RTC in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any such subcontractor and the RTC. The Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

F. Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

G. Assignment of Contractual Rights

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

H. Ownership and Use of Documents

The Contractor will be furnished, free of charge, one (1) set of drawings and Contract Documents. If additional sets are needed, the RTC will provide them at actual duplication cost. The Drawings, Technical Specifications, and any copies furnished by the RTC are and shall remain the RTC's property unless a consultant is used in the preparation of the Contract Documents in which case RTCship shall be according to the agreement between the RTC and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the RTC's or Consultant's common law or other reserved rights.

I. Prohibited Interest

No official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

J. Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

K. No Personal Liability

No official, officer, employee or agent of the RTC shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

L. Contract Modification

The Contract represents the entire and integrated agreement between the RTC and the Contractor and supersedes prior negotiations, representations or agreements, written or oral, made by either party. The Contract may only be amended by a Change Order.

M. State of Nevada Legal Holidays

The Contractor is advised that there are eleven legal holidays, for which the RTC employees and/or representatives will not be required to work. However, the Governor of the State of Nevada does have the option to give two other legal holidays. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. The firm legal holidays are as follows:

1. Martin Luther King's Birthday
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Admission Day
7. Veteran's Day
8. Thanksgiving Day
9. Family Day (the Friday after Thanksgiving Day)
10. Christmas Day
11. New Year's Day

N. Reporting of Alleged Violations of the Law

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

O. Project Signs

The Contractor shall provide, install and maintain four Project signs for the duration of the Project. The signs must be installed within three business days of the issuance of the Notice to Proceed and must be installed where directed by the RTC's Project Manager. The Contractor will have size, verbiage and location approved by the RTC's Project Manager before installation of the signs.

P. Force Majeure

Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide RTC satisfactory evidence that non-performance is due to other than fault or negligence on its part.

Q. Labor Strife

The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

R. Monthly Reports of MBE/WBE/SBE/DVBE/PCBE Utilization

The Contractor shall submit monthly reports of its MBE/WBE/SBE/DVBE/PCBE utilization throughout the contract term (with its invoices) and at the completion of the contract using the form provided by the RTC.

The remainder of the page intentionally left blank

SAMPLE RTC-CONTRACTOR AGREEMENT
EXHIBIT D-PREVAILING WAGES AND/OR FEDERAL WAGES
CONTRACT NO. 17-053CON
CNG DETECTION SYSTEM IMPROVEMENTS AT IBMF & SMF
PWP-CL-2020-150

EXHIBIT D

PREVAILING WAGES AND/OR FEDERAL WAGES

This is a Federally Funded Project, so both the State of Nevada Prevailing Wages which are in effect the date of the Bid Opening (found at www.labor.nv.gov and will be attached to this Exhibit C in the final Contract) and the attached Federal Wage Rates (State: Nevada; County: Clark; Construction Type: Building; General Decision Number NV20190038; Publication Date: 10/04/2019) will apply to the duration of the Contract, and Contractor shall pay workers at the higher rate, and are attached to this Exhibit C.

"General Decision Number: NV20190038 10/04/2019

Superseded General Decision Number: NV20180075

State: Nevada

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Clark County in Nevada.

EXCLUDES NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth

in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	04/19/2019
3	04/26/2019
4	07/05/2019
5	07/26/2019
6	08/09/2019
7	09/06/2019
8	10/04/2019

ASBE0135-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 46.25	19.73

BRNV0013-007 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 37.74	10.09

BRNV0013-009 03/01/2019

	Rates	Fringes
TILE FINISHER.....	\$ 31.99	8.24
TILE SETTER.....	\$ 43.60	11.13

CARP1607-003 07/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 47.07	16.89

CARP1977-002 07/01/2019

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, and Batt Insulation).....	\$ 46.15	16.81

ELEC0357-009 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 47.38	19.35

ELEV0018-005 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 53.85 32.645

FOOTNOTE:

Employer contributes 8% of the basic hourly rate for over 5 years service and 6% of the basic hourly for 6 months to 5 years service as Vacation Pay Credit. Eight paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-016 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 01.....	\$ 41.39	22.60
GROUP 02.....	\$ 42.34	22.60
GROUP 03.....	\$ 42.63	22.60
GROUP 04.....	\$ 44.12	22.60
GROUP 05.....	\$ 45.22	22.60
GROUP 06.....	\$ 44.34	22.60
GROUP 08.....	\$ 44.45	22.60
GROUP 10.....	\$ 44.57	22.60
GROUP 12.....	\$ 44.74	22.60
GROUP 16.....	\$ 45.07	22.60
GROUP 25.....	\$ 46.24	22.60

GROUP 01: Forklift - less than 5 tons

GROUP 02: Forklift - 5 tons or more

GROUP 03: Bobcat

GROUP 04: Backhoe/Trackhoe - under 3/4 cy; Excavator - under 21,000 lbs.; Greaser - Truck; Concrete Pump - Portable; Screed

GROUP 05: Greaser - Tractor/multi-shift Truck

GROUP 06: Roller

GROUP 08: Paver - Asphalt, Aggregate, and Concrete; Mechanic;
Excavator - 21,000 lbs. to 100,000 lbs.; Loader;
Backhoe/Trackhoe - 3/4 cy to 5 cy

GROUP 10: Backhoe/Trackhoe - 5 cy to 7 cy

GROUP 12: Excavator - 100,000 lbs. to 200,000 lbs.;
Grader/Blade; Backhoe/Trackhoe - over 7 cy

GROUP 16: Excavator - over 200,000 lbs.

GROUP 25: Concrete Pump - truck mounted

ENGI0012-018 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 04.....	\$ 44.45	22.60
GROUP 05.....	\$ 44.57	22.60
GROUP 06.....	\$ 44.74	22.60
GROUP 07.....	\$ 44.91	22.60
GROUP 08.....	\$ 45.07	22.60
GROUP 09.....	\$ 45.75	22.60
GROUP 10.....	\$ 45.91	22.60
GROUP 12.....	\$ 46.54	22.60
GROUP 13.....	\$ 46.91	22.60
GROUP 15.....	\$ 47.91	22.60
GROUP 16.....	\$ 47.96	22.60
GROUP 17.....	\$ 48.46	22.60
GROUP 18.....	\$ 48.91	22.60

GROUP 19.....	\$ 50.49	22.60
GROUP 20.....	\$ 51.10	22.60
GROUP 21.....	\$ 51.71	22.60
GROUP 22.....	\$ 52.47	22.60
GROUP 23.....	\$ 52.93	22.60

GROUP 04: Hoist - Chicago Boom or Similar; Bridge Crane; Creator Crane; Polar Gantry Crane

GROUP 05: Pedestal Crane

GROUP 06: Hoist - Stiff Legs, Guy Derrick, or similar, 25 tons or less

GROUP 07: Hoist - Stiff Legs, Guy Derrick, or similar, 25 tons to 50 tons; K-Crane; Polar Crane; Self-erecting Tower Crane - 10 tons or less

GROUP 08: Oiler - 40 tons to 200 tons

GROUP 09: Oiler - Over 200 tons

GROUP 10: Hoist - Stiff Legs, Guy Derrick, or similar, 50 tons to 100 tons

GROUP 12: Crane - 40 tons or less

GROUP 13: Hoist - Stiff Legs, Guy Derrick, or similar, 100 tons to 200 tons

GROUP 15: Hoist - Stiff Legs, Guy Derrick, or similar, 200 tons to 300 tons

GROUP 16: Crane - 40 tons to 79 tons

GROUP 17: Crane - 80 tons to 150 tons

GROUP 18: Tower Crane; Hoist - Stiff Legs, Guy Derrick, or similar, greater than 300 tons

GROUP 19: Crane - 150 tons to 200 tons

GROUP 20: Crane - 200 tons to 250 tons

GROUP 21: Crane - 250 tons to 300 tons

GROUP 22: Crane - 300 tons to 350 tons

GROUP 23: Crane - Over 350 tons

IRON0416-003 01/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 39.00	32.05

IRON0433-004 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 39.00	32.05
IRONWORKER, STRUCTURAL.....	\$ 39.00	32.05

LABO0169-037 10/01/2017

	Rates	Fringes
LABORER		
(4) Pipelayer.....	\$ 25.95	10.56

LABO0872-015 07/01/2018

Rates Fringes

LABORER

(1) Laborer: Common or General, Landscape.....	\$ 27.65	26.79
(3) Mason Tender - Brick, Mason Tender - Cement/Concrete.....	\$ 26.31	26.79

PAIN0159-005 07/01/2019

Rates Fringes

PAINTER (Brush, Roller, Spray & Drywall Finishing/Taping).....	\$ 40.98	17.84
---	----------	-------

PAIN1512-001 08/01/2018

Rates Fringes

SOFT FLOOR LAYER.....	\$ 36.55	13.74
-----------------------	----------	-------

PAIN2001-002 03/01/2019

Rates Fringes

GLAZIER.....	\$ 45.72	27.95
--------------	----------	-------

PLAS0797-005 07/01/2019

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 41.01	16.17
PLASTERER.....	\$ 39.64	16.02

PLUM0525-006 10/01/2018

Rates Fringes

PIPEFITTER.....\$ 44.65 21.90

PLUMBER (Includes HVAC Pipe
Installation and HVAC Unit

Installation).....\$ 44.65 21.90

ROOF0162-004 08/01/2018

Rates Fringes

ROOFER.....\$ 27.75 9.40

SFNV0669-002 04/01/2019

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 43.85 24.68

* SHEE0088-004 07/01/2019

Rates Fringes

SHEET METAL WORKER (Includes

HVAC Duct Installation).....\$ 45.88 28.74

TEAM0631-001 07/01/2018

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 29.45 26.72

SUNV2014-010 09/08/2016

Rates Fringes

MASON - STONE.....\$ 23.30 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



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

2020 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

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." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
EQUIPMENT GREASER (GREASE TRUCK)
EQUIPMENT GREASER (GREASE TRUCK/MULTI
SHIFT)
EQUIPMENT GREASER TUNNEL(GREASE
TRUCK)
FENCE ERECTOR
FIELD SOILS AND MATERIAL TESTER
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-PILEDRIIVER
PAINTER
PILEDRIIVER (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

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 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.

“Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see Assembly Bill 190 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

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.

Premium Pay

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

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

CRAFT	RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		77.06
Air Balance Technician-Foreman		81.91
Air Balance Technician-General Foreman		86.76
<p>See AIR BALANCE TECHNICIAN JOB DESCRIPTION</p> <p>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:</p> <p>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</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		
ALARM INSTALLER		Union
Alarm Installer		66.43
Alarm Installer Foreman		71.69
Alarm Installer General Foreman		
<p>See ALARM INSTALLER JOB DESCRIPTION</p> <p>In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:</p> <p>Zone 1-0 to 25 miles \$0.00 Zone 2-25 to 55 miles \$2.50 Zone 3-56 miles and over \$3.50</p> <p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid: 1. For all hours worked over eight (8) hours worked in one day or a shift. Double the regular straight time hourly rate shall be paid for all time: 1. For all hours worked over twelve (12) hours in one day or shift. 2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.</p> <p>SHIFT DIFFERENTIAL 1. Second Shift (Swing) will be paid a premium of 15% for all hours worked. 2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.</p> <p>HIGH TIME 1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an</p>		

<p>additional one-half (1/2) the straight time hourly rate.</p> <p>FULL PROTECTIVE GEAR</p> <p>1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.</p>									
BOILERMAKER	Union								
Boilermaker	65.94								
<p>BOILERMAKER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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. <p>ADD PREMIUM PAY</p> <p>Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>									
BRICKLAYER	Union								
Bricklayer-Journeyman	56.83								
<p>See BRICKLAYER JOB DESCRIPTION</p> <p>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:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">0-40 Miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>41-50 Miles</td> <td style="text-align: right;">\$2.50</td> </tr> <tr> <td>51-70 Miles</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Over 70 Miles</td> <td style="text-align: right;">\$7.50</td> </tr> </table> <p>The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.</p> <p>ADD PREMIUM PAY (<u>See Amendment 4</u>)</p> <p>Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		0-40 Miles	\$0.00	41-50 Miles	\$2.50	51-70 Miles	\$5.00	Over 70 Miles	\$7.50
0-40 Miles	\$0.00								
41-50 Miles	\$2.50								
51-70 Miles	\$5.00								
Over 70 Miles	\$7.50								
CARPENTER	Union								
Carpenter-Journeyman	63.11								
Carpenter-Welder	64.11								
Carpenter-Foreman	67.07								
Carpenter-General Foreman	71.42								
<p>See CARPENTER JOB DESCRIPTION</p> <p>ADD ZONE RATE</p> <p>In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Zone 1-0 to 40 miles</td> <td style="text-align: right;">\$0.00</td> </tr> </table>		Zone 1-0 to 40 miles	\$0.00						
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
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
CEMENT MASON	Union
Cement Mason-Journeyman	57.33
Cement Mason-Foreman	61.43
Cement Mason-General Foreman	63.48
See 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
ADD PREMIUM PAY	
OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.	
For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.	
ELECTRICIAN- COMMUNICATION TECHNICIAN	Union
Installer/Technician	47.44
Senior Installer/Technician	66.43
Installer/Technician Foreman	71.76
Installer/Technician General Foreman	77.09
See 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
ADD PREMIUM PAY	
One and one half (1 ½) the regular straight time hourly rate shall be paid:	
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.	

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	Union
Groundman	44.04
Lineman	66.56
Foreman	72.94
General Foreman	79.53
Heavy Equipment Operator	54.27

See ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN	Union
Journeyman	53.90
Foreman	55.90

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;

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$0.75 cents per hour.
Third Shift (Graveyard) will be an additional \$1.00 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN

1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman-Journeyman	66.79
Wireman-Cable Splicer	67.31
Wireman-Foreman	72.16
Wireman-General Foreman	77.53

See 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

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours worked in one day either before or after a shift.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

WELDERS

1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.									
ELEVATOR CONSTRUCTOR	Union								
Elevator Constructor-Journeyman Mechanic	73.13								
Elevator Constructor-Mechanic In Charge	80.54								
<p>ELEVATOR CONSTRUCTOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 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; 3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools; <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>									
EQUIPMENT GREASER (RACK)	Union								
Equipment Greaser (Rack)	74.18								
<p>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:</p> <table> <tr> <td>Zone 1- 0 to 32.5 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2- 32.5 to 45 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 3- 45 to 60 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 4- over 60 miles</td> <td>\$4.50</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1- 0 to 32.5 miles	\$0.00	Zone 2- 32.5 to 45 miles	\$3.00	Zone 3- 45 to 60 miles	\$4.00	Zone 4- over 60 miles	\$4.50
Zone 1- 0 to 32.5 miles	\$0.00								
Zone 2- 32.5 to 45 miles	\$3.00								
Zone 3- 45 to 60 miles	\$4.00								
Zone 4- over 60 miles	\$4.50								
EQUIPMENT GREASER (GREASE TRUCK)	Union								
Equipment Greaser (Grease Truck)	76.77								
<p>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:</p> <table> <tr> <td>Zone 1- 0 to 32.5 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2- 32.5 to 45 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 3- 45 to 60 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 4- over 60 miles</td> <td>\$4.50</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1- 0 to 32.5 miles	\$0.00	Zone 2- 32.5 to 45 miles	\$3.00	Zone 3- 45 to 60 miles	\$4.00	Zone 4- over 60 miles	\$4.50
Zone 1- 0 to 32.5 miles	\$0.00								
Zone 2- 32.5 to 45 miles	\$3.00								
Zone 3- 45 to 60 miles	\$4.00								
Zone 4- over 60 miles	\$4.50								
EQUIPMENT GREASER (GREASE TRUCK/MULTI-	Union								

SHIFT)	
Equipment Greaser (Grease Truck/Multi-Shift)	75.67
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 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
EQUIPMENT GREASER TUNNEL (GREASE TRUCK)	Union
Tunnel, Equipment Greaser (Grease Truck)	76.39
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 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
FENCE ERECTOR	Non-Union
Fence Erector	18.37
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;	
FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	Union
Field Asphaltic Concrete (Soils and Material tester)	(See Amendment 1) 74.68
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 32.5 miles	\$0.00

Zone 2-32.5 to 45 miles	\$3.00	
Zone 3-45 to 60 miles	\$4.00	
Zone 4-over 60 miles	\$4.50	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
FIELD SOILS AND MATERIAL TESTER		Union
Field Soils and Material Tester		(See Amendment 1) 74.68
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 32.5 miles	\$0.00	
Zone 2- 32.5 to 45 miles	\$3.00	
Zone 3- 45 to 60 miles	\$4.00	
Zone 4- over 60 miles	\$4.50	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
FLAGPERSON		Union
Flagperson		55.19
FLAG PERSON , includes but is not limited to:		
<ol style="list-style-type: none"> 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	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
FLOOR COVERER		Union
Floor Coverer-Journeyman		51.89
Floor Coverer-Foreman		56.76
See FLOOR COVERER JOB DESCRIPTION		
ADD PREMIUM PAY		
One and one half (1 ½) the regular straight time hourly rate shall be paid:		
<ol style="list-style-type: none"> 1. For first three (3) hours worked over eight (8) on a regular five (5) day week. 2. For all hours worked on Saturday. Employees shall not work less than four (4) hours. 		

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

GLAZIER	Union
Glazier-Journeyman	73.67
Glazier-Foreman	78.24

See GLAZIER JOB DESCRIPTION

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

HIGHWAY STRIPER	Union
Highway Striper	56.69

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;

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.

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason	57.00
<p>HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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 <p>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:</p> <p>Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area.</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	58.09
Plasterer Tender-Foreman	Foreman \$3.00 above highest paid journeyman supervised.
Plasterer Tender-General Foreman	General Foreman \$3.00 above highest paid foreman supervised.
<p>See HOD CARRIER-PLASTERER TENDER</p> <p>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:</p> <p>Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area.</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
IRON WORKER	Union
Ironworker-Journeyman	73.30

Ironworker-Foreman	77.30
Ironworker-General Foreman	
See IRON WORKER JOB DESCRIPTION	
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
LABORER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	56.69
Group 2	56.90
Group 3	57.00
Group 4	57.09
Group 5	57.19
Group 6A	59.85
Group 6B	59.35
Group 6C	59.10
Group 6D	59.71
Group 6E	59.35
Group 7	57.00
Foreman \$3.00 above highest paid journeyman supervised.	
General Foreman \$3.00 above highest paid foreman supervised.	
See 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.	
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
MECHANICAL INSULATOR	Union
Mechanical Insulator-Journeyman	65.98
Mechanical Insulator-Foreman	69.68
Mechanical Insulator-General Foreman	73.38
See MECHANICAL INSULATOR JOB DESCRIPTION	

<p>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:</p> <p>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</p> <p>ADD PREMIUM PAY (SEE AMENDMENT 3) Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
MILLWRIGHT	Union
Millwright-Journeyman	64.11
Millwright-Welder	65.11
Millwright-Foreman	67.90
Millwright-General Foreman	72.07
<p>See MILLWRIGHT JOB DESCRIPTION</p> <p>ADD ZONE RATE In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from Maryland Parkway and Charleston:</p> <p>Zone 1- 0-20 miles \$0.00 Zone 2- 20-40 miles \$2.50 Zone 3- over 40 miles \$4.25</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
OPERATING ENGINEER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	73.59
Group 2	74.54
Group 3	74.83
Group 4	76.32
Group 5	77.42
Group 6	76.54
Group 7	77.64
Group 8	76.65
Group 9	77.75
Group 10	76.77
Group 11	77.87
Group 12	76.94
Group 13	77.04
Group 14	77.07

Group 15	77.15
Group 16	77.27
Group 17	77.44
Group 18	77.54
Group 19	77.65
Group 20	77.77
Group 21	77.94
Group 22	78.04
Group 23	78.15
Group 24	78.27
Group 25	78.44
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: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:	
Zone 1- 0 to 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
OPERATING ENGINEER: CRANES, PILEDIVING, & HOISTING EQUIPMENT	Union
SEE GROUP CLASSIFICATIONS	
Group 1	
Engineer Oiler	77.27
Forklift Operator	76.18
Group 2	
Truck Crane Oiler	76.32
Group 3	
A-Frame or Winch Truck Operator	76.32
Ross Carrier Operator (Jobsite)	76.32
Group 4	
Bridge-Type Unloader and Turntable Operator	76.32
Helicopter Hoist Operator	76.32
Group 5	

Hydraulic Boom Truck (Pitman)	76.54
Stinger Crane (Austin-Western or Similar Type)	
Tugger Hoist Operator (1 Drum)	76.54
Group 6	
Bridge Crane Operator	76.65
Cretor Crane Operator	76.65
Hoist Operator (Chicago Boom and Similar Type)	76.65
Lift Mobile Operator	76.65
Lift Slab Machine Operator (Vagtborg and Similar Types)	76.65
Material Hoist/Manlift Operator	76.65
Polar Gantry Crane Operator	76.65
Self Climbing Scaffold (or Similar Type)	76.65
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	76.65
Silent Piler	76.65
Tugger Hoist Operator (2 Drum)	76.65
Group 7	
Pedestal Crane Operator	76.77
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	76.77
Tower Crane Repairman	76.77
Tugger Hoist Operator (3 Drum)	76.77
Group 8	
Crane Operator (up to and including 25 ton capacity)	78.74
Crawler Transporter Operator	76.94
Derrick Barge Operator (up to and including 25 ton capacity)	76.94
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	76.94
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	76.94
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	78.74
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	77.11

Highline Cableway Operator	77.11
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	77.11
K-Crane	77.11
Polar Crane Operator	77.11
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator	77.11
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	79.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	79.11
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Tower Crane Operator and Tower Gantry	81.11
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	80.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	80.11
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Group 13	
Crane Operator (over 300 tons)	84.67
Derrick Barge Operator (over 300 tons)	81.11
Helicopter Pilot	81.11

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	81.11
Mobile Tower Crane Operator (over 300 tons)	84.67
Add \$.50 per hour for "Special" Shift	
Add \$1.00 per hour for "Multiple" Shift	
<p>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.</p> <p>ADD ZONE RATE In addition to: CRANES, PILEDIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:</p> <p>Zone 1- 0 to 32.5 miles \$0.00 Zone 2- 32.5 to 45 miles \$3.00 Zone 3- 45 to 60 miles \$4.00 Zone 4- over 60 miles \$4.50</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
OPERATING ENGINEER-SURVEYOR	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.51
Group 2	76.32
Group 3	76.54
Group 4	76.82
Group 5	76.94
Group 6	77.04
Group 7	77.07
Group 8	77.44
Group 9	77.57
Group 10	78.07
<p>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.</p> <p>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:</p> <p>Zone 1- 0 to 32.5 miles \$0.00 Zone 2- 32.5 to 45 miles \$3.00 Zone 3- 45 to 60 miles \$4.00</p>	

Zone 4- over 60 miles	\$4.50
<p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
OPERATING ENGINEER –TUNNEL	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.44
Group 2	76.39
Group 3	76.68
Group 4	76.82
Group 5	77.04
Group 6	77.15
Group 7	77.27
Group 8	77.44
Group 9	77.57
<p>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.</p> <p>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:</p> <p>Zone 1- 0 to 32.5 miles \$0.00 Zone 2- 32.5 to 45 miles \$3.00 Zone 3- 45 to 60 miles \$4.00 Zone 4- over 60 miles \$4.50</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
PAINTER	Union
Painter-Journeyman	59.71
Painter-Foreman	63.40
<p>See PAINTER JOB DESCRIPTION</p> <p>ADD ZONE RATE Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:</p> <p>Zone 1- 0 to 40 miles \$0.00 Zone 2- 41 to 60 miles \$2.50 Zone 3- over 60 miles \$4.25</p>	

Laughlin	\$2.00
ADD PREMIUM PAY	
One and one half (1 ½) the regular straight time hourly rate shall be paid:	
1.	For first three (3) hours worked over eight (8) on a regular five (5) day week.
2.	For all hours worked on Saturday. Employees shall not work less than four (4) hours.
Double the regular straight time hourly rate shall be paid for all time:	
1.	For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2.	For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.
*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.	

PILEDRIVER	Union
Driverman, Rigman, Bridge and Dock Carpenter	63.31
Certified Welder	64.31
Piledriver-Foreman	67.29
Diver-Diving (wet pay)	113.03
Stand-By Diver	68.29
Tender	67.29

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;
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	

PLASTERER	Union
Plasterer-Journeyman	55.81
Plasterer-Foreman	59.77
Plasterer-General Foreman	61.76

See 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

ADD PREMIUM PAY

OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

HIGH TIME – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar (\$1.00) per hour.

NOZZLE MAN – The nozzle man applying fireproofing material shall receive an additional \$2.00 per hour for the period in which he operates any nozzle.

PLUMBER/PIPEFITTER	Union
Plumber/Pipefitter-Journeyman	68.73
Plumber/Pipefitter -Foreman	73.34
Plumber/Pipefitter -General Foreman	77.93

PLUMBER, includes but is not limited to:

Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

ADD ZONE RATE

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects 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

ADD PREMIUM PAY

Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employees own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

REFRIGERATION	Union
Refrigeration-Journeyman	68.73
Refrigeration-Foreman	73.34
Refrigeration-General Foreman	77.93

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;
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;

ADD ZONE RATE

In addition to REFRIGERATION MECHANIC 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 2-20-45 miles	\$3.75
Zone 3-45-75 miles	\$7.50
Zone 4-75 miles and over	\$11.25

ADD PREMIUM PAY

Holidays - All work performed on the following holidays shall be paid at two (2) times the regular rate of pay: Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above

holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime - Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (1½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (1 ½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ROOFER	Union
(Does not include sheet metal roofs)	
Roofer-Journeyman	38.65
Roofer-Foreman	44.43

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;

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SHEET METAL WORKER	Union
Sheet Metal-Journeyman	77.06
Sheet Metal-Foreman	81.91
Sheet Metal-General Foreman	86.76

See 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

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SPRINKLER FITTER

Union

Sprinkler Fitter-Journeyman	59.57
Sprinkler Fitter-Foreman	62.32
Sprinkler Fitter-General Foreman	64.57

SPRINKLER FITTER

Includes but is not limited to:

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.

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TAPER

Taper	59.71
-------	-------

See TAPER JOB DESCRIPTION**ADD ZONE RATE**

Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles	\$0.00
Zone 2- 41 to 60 miles	\$2.50
Zone 3- over 60 miles	\$4.25
Laughlin	\$2.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight

time rate.

2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union								
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	41.93								
Tile Setter	56.78								
Terrazzo Worker/Marble Mason	69.41								
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION See TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION									
<p>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:</p> <table> <tr> <td>0-40 Miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>41-50 Miles</td> <td style="text-align: right;">\$3.75</td> </tr> <tr> <td>51-70 Miles</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Over 71 Miles</td> <td style="text-align: right;">\$10.00</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		0-40 Miles	\$0.00	41-50 Miles	\$3.75	51-70 Miles	\$5.00	Over 71 Miles	\$10.00
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	56.69								
<p>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.</p> <p>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:</p> <table> <tr> <td>Zone 1-0 to 50 Miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Zone 2-50 Miles and Over</td> <td style="text-align: right;">\$3.75 including Laughlin area.</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1-0 to 50 Miles	\$0.00	Zone 2-50 Miles and Over	\$3.75 including Laughlin area.				
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	58.02								
Group 2	58.12								

Group 3	58.33								
Group 4	58.57								
Group 5	58.66								
Group 6	59.01								
Foreman \$1.00 above highest paid journeyman supervised.									
<p>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)</p> <p>ADD ZONE RATE In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-20 to 40 miles</td> <td>\$1.50</td> </tr> <tr> <td>Zone 3-40 to 60 miles</td> <td>\$2.50</td> </tr> <tr> <td>Zone 4-Over 60 miles</td> <td>\$3.50</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		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
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	42.60								
<p>WELL DRILLER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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. 									

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 bellows
- 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
- 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

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

- 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
- 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 $\frac{3}{4}$ yd. and up to and including $1\frac{1}{2}$ 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 $\frac{3}{4}$ yd.) Small Ford, Case or similar.
- Cast in Place Pipe Laying Machine Operator
- Combination Mixer and Compressor Operator (Guniting 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 Caisson 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)
- 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 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)
- 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

Group 1

- Engineer Oiler
- Forklift Operator

Group 2

- Truck Crane Oiler

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 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

- 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 $\frac{3}{4}$ 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

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 $\frac{1}{2}$ 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.
-

SAMPLE RTC-CONTRACTOR AGREEMENT
EXHIBIT E – FEDERAL CONDITIONS
CONTRACT NO. 17-053CON
CNG DETECTION SYSTEM IMPROVEMENTS AT IBMF & SMF
PWP-CL-2020-150

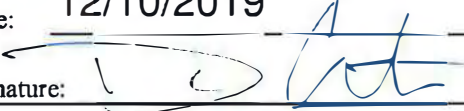
EXHIBIT E
FEDERAL CONDITIONS

BUY AMERICA CERTIFICATE

CERTIFICATION OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: 12/10/2019

Signature: 

Title: Senior Vice President

Company Name: Sletten Construction of NV, Inc.

CERTIFICATION OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

[If a successful bidder fails to demonstrate that it complies with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded]

CERTIFICATION REGARDING LOBBYING

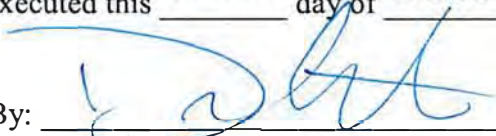
I, Dane Carter, Senior Vice President, the undersigned hereby certify on behalf
(Typed Name and Title of Company Official)
of Sletten Construction of NV, Inc. to the best of his or her knowledge
(Typed Name of Company)

and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12/10/2019 day of December, 2019

By: 
(Signature of Authorized Official)

Senior Vice President

(Title of Authorized Official)

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

1. The Lower Tier Participant, _____,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.



(Signature and Title of Authorized Official)

12/10/2019

Date

ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

Sletten Construction of NV, Inc.

Name of Proponent

By:

(Signature of Authorized Representative*)

Name: **Dane Carter**

(Type or Print)

Title: **Senior Vice President**

Date: **12/10/2019**

***This Proponent's Assurance shall be executed by a duly authorized representative of the firm.**

GUIDANCE CONCERNING GOOD FAITH EFFORTS 49 CFR PART 26 APPENDIX A

TITLE 49 - TRANSPORTATION

SUBTITLE A - OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

subpart f - COMPLIANCE AND ENFORCEMENT

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.

NAME OF DBE/SBE	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	DOLLAR VALUE OF CONTRACT	PERCENT DBE/SBE	*DESIGNATION GROUP (a-f)	AMOUNT TOWARDS DBE/SBE GOAL
G3 Electric	Thomas Moore 702.916.3355	Electrical	\$425,000.00	15.21	A/F	\$425,000.00

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)


For all Firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.

Bid Amount (Base Bid Total plus All Additives Alternates): \$ 2,794,427.00

Total DBE/SBE Amount: \$ 425,000.00

Percentage of DBE/SBE Participation 15.21 %

Sletten Construction of NV, Inc.

 Name of Proponent


 Signature of Authorized Representative

Dane Carter

 Authorized Representative (Type or Print)
Senior Vice President

 Title

Date: 12/10/2019

- (* Designation Group:
 (a) Black American (d) Asian-Indian American
 (b) Hispanic American (e) Asian-Pacific American
 (c) Native American (f) Female

FEDERAL PROJECTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) / SMALL BUSINESS ELEMENT (SBE) VERIFICATION FORM

NAME OF PRIME CONTRACTOR OR CONSULTANT: Sletten Construction of NV, Inc.

TITLE OF RTC PROJECT: RTC CNG Gas Detection System Improvements at IBMF & SMF

INVOICE REPORTING PERIOD: _____ INVOICE NUMBER: _____

NAME OF DBE / SBE SUBCONTRACTOR(S) OR SUBCONSULTANT(S)	TYPES OF SERVICES PROVIDED	TOTAL \$ AMOUNT AWARDED TO DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO ANOTHER DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO NON-DBE/SBE FIRM	TOTAL AMOUNT SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (Towards DBE/SBE Goal)	% OF WORK SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (CUF) (Towards DBE/SBE Goal)
(1)		\$	\$	\$	\$	
(2)		\$	\$	\$	\$	
(3)		\$	\$	\$	\$	
(4)		\$	\$	\$	\$	
(5)		\$	\$	\$	\$	
(6)		\$	\$	\$	\$	
(7)		\$	\$	\$	\$	
(8)		\$	\$	\$	\$	
TOTALS:		\$	\$	\$	\$	

Note: If there is no DBE /SBE activity for this time period, indicate so by filling in zeros after the name of each DBE / SBE. Count 100% for DBE / SBE subcontractors and manufacturers for work they are self-performing; 60% for DBE / SBE suppliers (regular dealers).

PROJECTED DBE/SBE PARTICIPATION AT CONTRACT COMPLETION: _____ %



SIGNATURE

AUTHORIZED REPRESENTATIVE

DATE

This form must be completed, signed, dated, and submitted to the RTC with each invoice or the invoice will not be paid.


DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC's SBE goal for this project is stated in the Solicitation Documents. The Bidder/Proponent shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each subcontract the Bidder/Proponent signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The Bidder/Proponent is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder's receipt of payment for that work for RTC. In addition, the Bidder/Proponent may not hold retainage from its sub-contractor.

The Bidder/Proponent must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder/Proponent may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Bidder/Proponent shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Bidder/Proponent must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: Appendix 9 I; DBE Certification for Rolling stock: Appendix 9 J (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name Sletten Construction of NV, Inc.
Signature 
Title Senior Vice President
Date 12/10/2019

(Balance of page intentionally left blank)



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

Construction Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

4. FEDERAL CHANGES

Contractor shall comply at all times with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTC and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

5. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over \$10,000) - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49

U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- f. RTC title VI Program Requirements.

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

- a. Provide an Annual Title VI Certification and Assurance.
- b. Establish and maintain Title VI compliance procedures.
- c. Record Title VI investigations, complaints, and lawsuits.
- d. Provide meaningful access to Limited English Proficient Persons.
- e. Notify beneficiaries of protection under Title VI.
- f. Provide additional information upon request.
- g. Prepare and submit a Title VI Report.
- h. Guidance on conducting an Analysis of Construction Projects.
- i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)

The following DBE requirements apply to the resulting contract of this solicitation:

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

- (c) DBE/SBE Goal.

A mandatory DBE contract goal of 14.1% has been established for this contract. You may visit the Nevada Unified Certification Program website at <http://nevadadbe.com/website/index.php> for a database of federally certified DBE firms. All DBE-certified firms are also certified as SBEs.
- (d) Bidders are required to document sufficient DBE/SBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so. Good faith efforts will be evaluated as provided for in 49 CFR 26.53.
- (e) Award of this contract is conditioned on submission of the following concurrent with and accompanying the bid:
 - (i) The names and addresses of DBE/SBE firms that will participate in this contract;
 - (ii) A description of the work each DBE/SBE will perform;
 - (iii) The dollar amount of the participation of each DBE/SBE firm participating;

- (iv) Written documentation of the respondent's commitment to use a DBE/SBE subcontractor whose participation it submits to meet the contract goal;
 - (v) Written confirmation from the DBE/SBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - (vi) If the contract goal is not met, evidence of good faith efforts to do so.
- (f) Contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than 30 days from receipt of each payment received by the prime contractor from RTC.

The prime contractor must return retainage payments to each subcontractor within 10 days after the subcontractors' work is satisfactorily completed.

If a prime contractor determines subcontractor work to be unsatisfactory, it must notify RTC's Liaison Officer immediately, in writing, and state the reasons.

Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

- (g) Contractor shall utilize the specific DBE/SBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RTC written consent.
- (h) Contractor shall not terminate an DBE/SBE subcontractor listed in response to paragraph (e) of this section (or an approved substitute DBE/SBE firm) without RTC prior written consent.
- (i) Unless RTC consent is obtained, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/SBE.
- (j) Before submitting a request to terminate and/or substitute a DBE/SBE subcontractor, Contractor must give notice in writing to the DBE/SBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request.
- (k) Contractor must give the DBE/SBE five days to respond to Contractor's notice and advise RTC and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), RTC may approve a response period shorter than five days.
- (l) When an DBE/SBE subcontractor is terminated as provided in paragraph (f) above, or fails to complete its work on the contract for any reason, Contractor is required to make good faith efforts to find another DBE/SBE subcontractor to substitute for the original DBE/SBE. These good faith efforts shall be directed at finding another DBE/SBE to

perform at least the same amount of work under the contract as the DBE/SBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

(m) The successful bidder shall make available a copy of all subcontracts. All subcontracts or agreements must be performed in accordance with the above provisions.

(n) Contractor shall supply monthly reports of DBE/SBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause RTC to be in violation of the FTA terms and conditions.

8. TERMINATION (contracts exceeding \$10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, RTC may terminate this contract for default. RTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, RTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to RTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be

charged with damages, under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with RTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The contractor, within [10] days from the beginning of any delay, notifies RTC in writing of the causes of delay. If in the judgment of RTC, the delay is excusable, the time for completing the work shall be extended. The judgment of RTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over \$25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that RTC (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION (contracts over \$150,000)

RTC PROTEST PROCEDURES

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

Filing a Notice of Protest on a Bid

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and

The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

Notice of Protest Procedure

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety

authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,
Attn: Manager, Purchasing & Contracts,
600 South Grand Central Parkway, Suite 350,
Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner's address listed above during normal office hours.

Effect of Protests on Procurement Action

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.

A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the

expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant General Manager and the General Manager. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the General Manager, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner's own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.

If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner's decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner's protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner's failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING (contracts over \$150,000)

Contractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" (see bid documents). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RTC.

13. CLEAN AIR REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients (such as RTC) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (contracts over \$2,000)

(a) Minimum Wages

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of

wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (5) (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (c) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (e) Withholding - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RTC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(f) Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (a) The contractor shall submit weekly for each week in which any contract

work is performed a copy of all payrolls to the RTC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (3) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during

working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(e) Apprentices and Trainees

(1) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (f) Compliance with Copeland Act Requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (g) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (h) Contract Termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (i) Compliance with Davis-Bacon and Related Act Requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (j) Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - (k) Certification of Eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
18. Contract Work Hours and Safety Standards (contracts over \$150,000) The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

(a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. BONDING REQUIREMENTS

Bid Bond Requirements (Construction over \$150,000)

(a) Bid Security

The Bidder shall submit the Bid Security with the Bid Proposal in the amount of five percent (5%) of the Base Bid pledging that the Bidder will within five (5) business days after issuance of a Notice of Award execute the RTC-Contractor Agreement as required by the Bid Documents. The Bid Security shall be in the form of the Bid Bond or, at the option of the Bidder, may be in the form of a cashier's check, certified check or money order provided the instrument is issued in the name of the Regional Transportation Commission of Southern Nevada as the payee. The check and money order must reflect the bid number of the Project. A Bid Bond issued by an individual as the surety is not acceptable to the RTC.

If the Bid Security is a Bid Bond, it shall be issued by a surety company acceptable to the RTC. The surety company must be licensed to issue the Bid Bond by the State of Nevada Insurance Division pursuant to NRS 683A.090. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney.

(b) Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

(b) Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

(c) Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

Bid Security – A Bid Bond must be issued by a fully qualified surety company acceptable to RTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.

(d) Rights Reserved – In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of RTC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTC as provided in item (a) above shall prove inadequate to fully recompense RTC for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTC and pay over to RTC the difference between the bid security and

RTC's total damages, so as to make RTC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on the bid form, other than that requested will render the bid unresponsive.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. RTC shall determine the amount of the advance payment bond necessary to protect RTC.

Warranty of the Work and Maintenance Bonds

- (a) The Contractor warrants to RTC, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by RTC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- (b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period as specified in the bid documents and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to RTC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to RTC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

20. SEISMIC SAFETY (building construction)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 *et seq.*

22. RECYCLED PRODUCTS (applicable to procurement actions in excess of \$10,000 involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials")

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

23. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (ITS Projects)

To the extent applicable RTC, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *FR* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

24. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities.

Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

25. VETERANS PREFERENCE

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that Contractor and each of its Subcontractors:

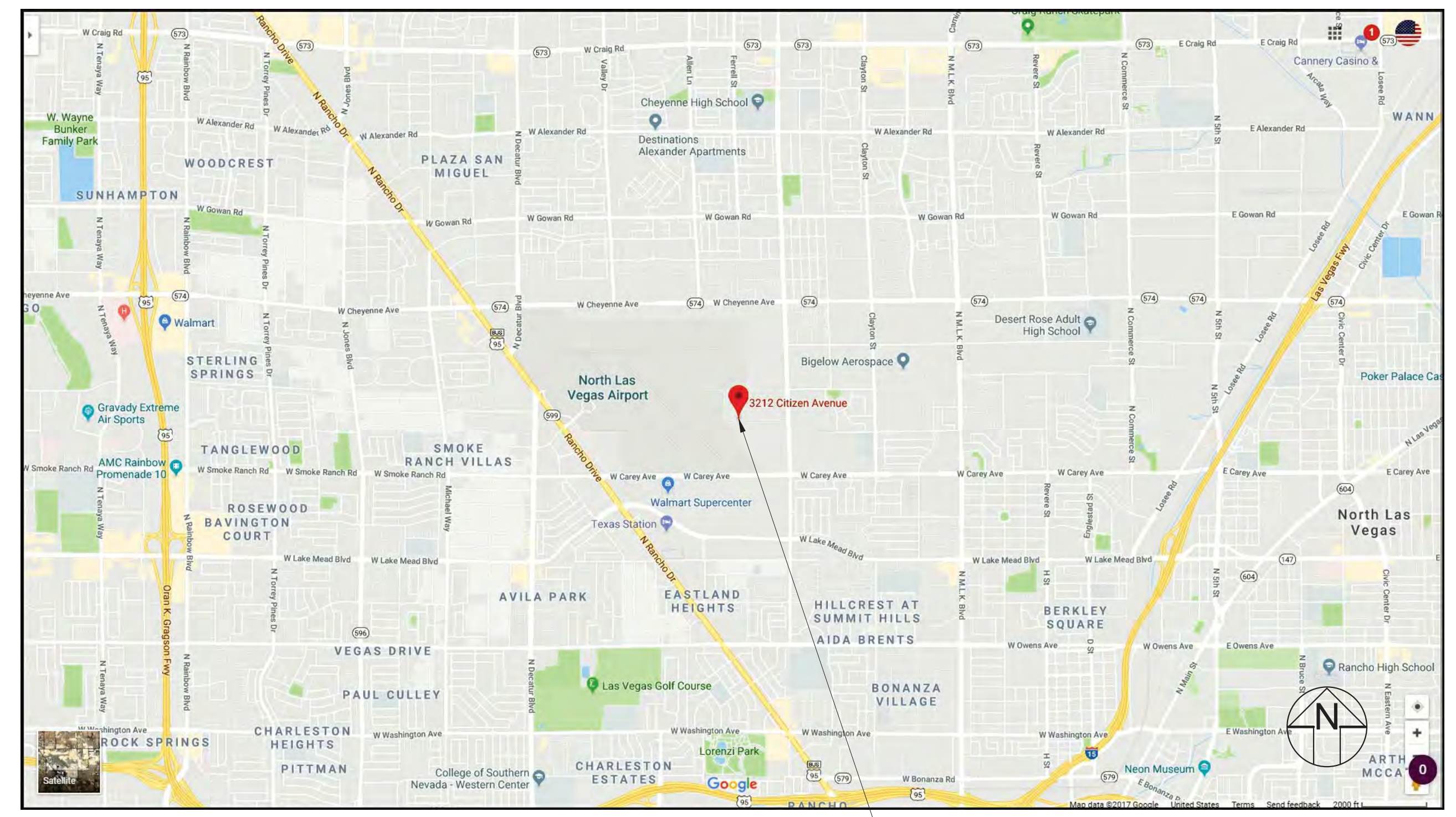
- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Regional Transportation Commission of Southern Nevada

MAINTENANCE GARAGE GAS DETECTION UPGRADE Intergrated Bus Maintenance Facility (IBMF) 3212 Citizen Ave, North Las Vegas, NV 89032 APN Number 139-17-301-020

ABBREVIATIONS LIST

# POUND, NUMBER OR CLASS	(N) NEW
A/C ASPHALT CONCRETE OR AIR CONDITIONING	N/A NOT APPLICABLE
AFF ABOVE FINISHED FLOOR	NC NORMALLY CLOSED
A/G ABOVE GROUND	NEC NATIONAL ELECTRICAL CODE
AHJ AUTHORITY HAVING JURISDICTION	NFPA NATIONAL FIRE PROTECTION...
B20 DIESEL FUEL BLENDED W/ 20% BIODIESEL	NGV NATURAL GAS VEHICLE
B/G BELOW GROUND	NIC NOT IN CONTRACT
BLDG BUILDING	NO NORMALLY OPEN or NUMBER
BTWN BETWEEN	NPS NATIONAL PIPE STANDARD
BV BALL VALVE	NPT NATIONAL PIPE THREAD
CA COMPRESSED AIR	NTS NOT TO SCALE
CAC CALIFORNIA ADMINISTRATIVE CODE	NV NEEDLE VALVE
CL CENTER LINE	NX NEXT
CLF CHAIN LINK FENCE	OC ON CENTER
CLR CLEARANCE	OH OVERHEAD
CMU CONCRETE MASONRY UNIT	PB PUSH BUTTON
CNG COMPRESSED NATURAL GAS	PBE PLAIN BOTH ENDS
COMP COMPRESSOR	PE POLYETHYLENE
CONC CONCRETE	PL PROPERTY LINE
CONN CONNECTION	PLC PROGRAMMABLE LOGIC CONTROLLER
CONT CONTINUOUS OR CONTINUATION	P/N PART NUMBER
CP CATHODIC PROTECTION	POC POINT OF CONNECTION
CPLG COUPLING	PR PRESSURE REGULATOR
CS CARBON STEEL	PRV PRESSURE RELIEF VALVE
CU FT CUBIC FEET	PSI POUNDS PER SQUARE INCH
CV CHECK VALVE	PSIG POUNDS PER SQUARE INCH GRADIENT
DEPT DEPARTMENT	PV PLUG VALVE
DIA OR Ø DIAMETER	PVC POLYVINYLCHLORIDE
DISCH DISCHARGE	RCP REINFORCED CONCRETE PIPE
DISPR DISPENSER	RED REDUCER
DSL DIESEL	REF REFERENCE
DWG DRAWING	REINF REINFORCEMENT
(E) EXISTING	RF RAISED FACE
E85 GASOLINE BLENDED W/ 85% ETHANOL	RFF RAISED FACE FLANGE
EA EACH	RFWN RAISED FACE WELD NECK
ELEV ELEVATION	RTJ RING TYPE JOINT
E/O EDGE OF	SCF STANDARD CUBIC FEET
ESD EMERGENCY SHUTDOWN DEVISE	SCFH STANDARD CUBIC FEET PER HOUR
ENCL ENCLOSURE	SCH SCHEDULE
FC FAIL CLOSED	SCG So Cal Gas
FH FIRE HYDRANT	SD SEWER DRAIN
FIG FIGURE	SEC SECTION
FLG FLANGE	SIM SIMILAR
FMT FUEL MANAGEMENT TERMINAL	SPKLR SPRINKLER
FNPT FEMALE NATIONAL PIPE THREAD	SQ SQUARE
FOM FACE OF MASONRY	SQ FT, SF SQUARE FOOT
FRP FIBERGLASS REINFORCED PLASTIC	SS STAINLESS STEEL
FT FOOT	STD STANDARD
FX FIRE EXTINGUISHER	SW SOCKET WELD
GALV GALVANIZED	THK THICK
GND ELECTRICAL GROUND	THD or THD'D THREAD or THREADED
H HIGH	THRU THROUGH
HEX HEAT EXCHANGER	TOS TOP OF SLAB
HT HEIGHT	TYP TYPICAL
HC HANDICAP	U/G UNDERGROUND
HORIZ HORIZONTAL	ULR UNLEADED REGULAR
HP HIGH PRESSURE	UNO UNLESS NOTED OTHERWISE
IBC INTERNATIONAL BUILDING CODE	VERT VERTICAL
ICBO INTERNATIONAL CONFERENCE OF BLDG...	VIF VERIFY IN FIELD
ID INSIDE DIAMETER	VTA VENT TO ATMOSPHERE
IFC INTERNATIONAL FIRE CODE	W WIDE / WIDTH
IP INTERNET PROTOCOL	W/ WITH
IPC INTERNATIONAL PLUMBING CODE	WWM WELDED WIRE MESH
KVA KILOVOLT AMPS	XFMR TRANSFORMER
LAV LAVATORY	XXS EXTRA EXTRA OR DBL EXTRA STRONG
LB POUND (WEIGHT)	
LC LOCKED CLOSED	
LF LINEAR FOOT	
LG LONG	
LKG LOOKING	
LO LOCKED OPEN	
LS LANDSCAPING	
MAWP MAX ALLOWABLE WORKING PRESSURE	
MAX MAXIMUM	
MB MACHINE BOLT	
MBV MANUAL BALL VALVE	
MO MASONRY OPENING	
MU / MUA MAKE UP / MAKE UP AIR	
MGMT MANAGEMENT	
MIL MILITARY STANDARD	
MIN MINIMUM	
MSA METER SET ASS'Y	
MTR MOTOR	



PROJECT LOCATION



PARATRANSIT MAINTENANCE

PROJECT AREA

FIXED ROUTE MAINTENANCE

PROJECT CONSULTANTS

LEAD DESIGN AND MECHANICAL ENGINEER
FUEL SOLUTIONS, INC.
 5755 UPLANDER WAY, SUITE A
 CULVER CITY, CA 90230
 310-207-8548
 ATTN: REB GUTHRIE
 ATTN: FAYE FARAHMAND, PE

ELECTRICAL ENGINEER
EPS ENGINEERING & DESIGN
 7925 DUNBROOK RD, SUITE G
 SAN DIEGO, CA 92126
 760-703-4600
 ATTN: RANDY VANESS

SHEET LIST	
SHEET #	SHEET TITLE
1G-001	COVER SHEET & INDEX
1G-002	PROJECT GENERAL NOTES
1G-101	SITE PLAN
1M-111	FIXED ROUTE MAINTENANCE BUILDING FLOOR PLAN LEVEL 1
1M-112	FIXED ROUTE MAINTENANCE BUILDING REFLECTED CEILING PLAN LEVEL 1
1M-121	PARATRANSIT MAINTENANCE FLOOR PLAN LEVEL 1
1M-122	PARATRANSIT MAINTENANCE REFLECTED CEILING PLAN LEVEL 1
1M-501	SEQUENCE OF OPERATIONS AND EQUIPMENT SCHEDULE
1E-011	GENERAL ELECTRICAL NOTES - FIXED ROUTES MAINTENANCE BUILDING
1E-021	GENERAL ELECTRICAL NOTES - PARA TRANSIT MAINTENANCE BUILDING
1E-111	CONDUIT CEILING PLAN OF FIXED ROUTES MAINTENANCE BUILDING
1E-121	CONDUIT CEILING PLAN OF PARATRANSIT MAINTENANCE BUILDING
1E-511	ELECTRICAL DETAILS OF FIXED ROUTES MAINTENANCE BUILDING
1E-512	ELECTRICAL DETAILS OF FIXED ROUTES MAINTENANCE BUILDING
1E-513	ELECTRICAL DETAILS OF FIXED ROUTES MAINTENANCE BUILDING
1E-521	ELECTRICAL DETAILS OF PARATRANSIT MAINTENANCE BUILDING
1E-522	ELECTRICAL DETAILS OF PARATRANSIT MAINTENANCE BUILDING
1E-523	ELECTRICAL DETAILS OF PARATRANSIT MAINTENANCE BUILDING
1E-611	SINGLE LINES OF FIXED ROUTES MAINTENANCE BUILDING
1E-621	SINGLE LINES OF PARATRANSIT MAINTENANCE BUILDING
1E-711	THREE LINES OF FIXED ROUTES MAINTENANCE BUILDING (EAST)
1E-712	THREE LINES OF FIXED ROUTES MAINTENANCE BUILDING (WEST)
1E-721	THREE LINES OF PARATRANSIT MAINTENANCE BUILDING
1E-811	FLOOR PLAN OF FIXED ROUTES MAINTENANCE BUILDING
1E-821	FLOOR PLAN OF PARATRANSIT MAINTENANCE BUILDING
E8.4	PANEL SCHEDULE - PARATRANSIT MAINTENANCE BUILDING (INSTALL)
E8.4R	PANEL SCHEDULE - PARATRANSIT MAINTENANCE BUILDING (REMOVAL)
E8.9	PANEL SCHEDULE - FIXED ROUTE BUILDING (INSTALL)
E8.9R	PANEL SCHEDULE - FIXED ROUTE BUILDING (REMOVAL)

No	Revision Description	Date
1	ISSUE FOR BID	10/23/18

RTC Intergrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Citizen Ave, North Las Vegas, NV 89032
 APN Number 139-17-301-020



Client
 Sub Consultants



Project No: N/A
 Scale: NONE
1G-001
 Sheet No: 1 of 8
 Project Status: 90% DD

RK Designed	RK Drawn	RG Checked	FF Approved
11/16/17 Issue Date			

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

GENERAL PROJECT NOTES

- THE TERM "CONTRACTOR" OR "CONTRACTORS" AS USED IN THESE GENERAL NOTES SHALL REFER TO THE PRIME CONTRACTOR OR GENERAL CONTRACTOR AS WELL AS TO ALL SUBCONTRACTORS PERFORMING THE PROJECT WORK.
- CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO IMPLEMENT COMPLETE, FULLY FUNCTIONAL, CODE COMPLIANT AND SAFE GAS-DETECTION SYSTEM IMPROVEMENTS AS REQUIRED IN THIS SET OF DRAWINGS.
- ALL INSTALLATION AND CONSTRUCTION WORK SHALL CONFORM TO THE FOLLOWING CODES AND STANDARDS AS ADOPTED BY THE STATE OF NEVADA AND CITY OF NORTH LAS VEGAS:
 - INTERNATIONAL BUILDING CODE (IBC)
 - INTERNATIONAL MECHANICAL CODE (IMC)
 - NATIONAL ELECTRIC CODE (NEC)
 - INTERNATIONAL FIRE CODE (IFC), INCLUDING SECTION 2311
 - NFPA 30A - MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES
 - INSTALLATION SHALL ALSO CONFORM TO OTHER REQUIREMENTS SET FORTH IN THE PROJECT DOCUMENTS.
- IN THE EVENT OF A CONFLICT BETWEEN DRAWINGS, WRITTEN SPECIFICATIONS, AND/OR REFERENCED STANDARDS, THE REFERENCE THAT IS MOST STRINGENT OR THAT PROVIDES THE MOST PROTECTION TO THE OWNER SHALL GOVERN.
- THIS SET OF CONSTRUCTION DOCUMENTS COVERS THE NATURAL GAS DETECTION SYSTEM AND SAFETY IMPROVEMENTS FOR THE PROJECT AREAS ONLY AND MAY NOT SHOW ALL EXISTING SITE CONDITIONS AND IMPROVEMENTS FOR THE FACILITY. ALL WORK SHOWN ON THESE DRAWINGS SHALL BE CONSTRUED AS BEING NEW WORK AND PART OF THIS CONTRACT, UNLESS NOTED BEING EXISTING OR OTHERWISE.
- THE CONTRACTOR SHALL PRESERVE AND MAINTAIN ACCESS TO EXISTING EXITS AND MAKE EVERY EFFORT TO MINIMIZE DISRUPTIONS TO EXISTING OPERATIONS AT ALL TIMES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL MATERIALS, LABOR, INSTALLATION, FABRICATION, ETC., SHALL CONFORM TO ALL CODES AND REGULATIONS OF APPLICABLE GOVERNING AGENCIES.
- THE CONTRACTOR SHALL VERIFY DIMENSIONS AND SITE CONDITIONS AND CONSTRUCTABILITY PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCIES THAT ARE FOUND BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS AND CONFIGURATION, WHICH MAY IMPACT THE SCOPE OF WORK OR THE CONSTRUCTABILITY OF ANY DESIGN ELEMENT SHOWN IN THE DRAWINGS.
- THE CONTRACTOR SHALL REFER TO THE BID DRAWINGS AND ANY WRITTEN TECHNICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS, WHICH ARE HEREBY INCORPORATED INTO THE PROJECT REQUIREMENTS BY REFERENCE.
- CONTRACTOR SHALL MAINTAIN JOB SITE IN A CLEAN AND ORDERLY CONDITION, AND FREE OF DEBRIS AND LITTER ON A DAILY BASIS.
- CONSTRUCTION MATERIALS STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED TO PREVENT DAMAGE AND DETERIORATION UNTIL USED OR INSTALLED. FAILURE TO PROTECT MATERIALS MAY BE CAUSE FOR REJECTION OF WORK AND AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL PROTECT NEW AND EXISTING FINISHES AND CONSTRUCTION FROM DAMAGE THAT MAY OCCUR DURING CONSTRUCTION. DAMAGE TO NEW OR EXISTING FINISHES SHALL BE REPAIRED OR REPLACED, AS DIRECTED BY THE OWNER, AND WITH MATERIAL, FINISH AND COLOR THAT MATCHES THE ORIGINAL, AND AT THE CONTRACTOR'S EXPENSE.
- IF THE CONTRACTOR CONSTRUCTS THE WORK IN A MANNER THAT IS SIGNIFICANTLY DIFFERENT THAN THAT SHOWN ON THE APPROVED DRAWINGS, OR CONSTRUCTS THE WORK IN A MANNER THAT IS INCONSISTENT WITH THE APPLICABLE CODES, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING APPROVAL FROM AUTHORITIES HAVING JURISDICTION FOR THE REVISED WORK. THIS INCLUDES THE CONTRACTOR BEING SOLELY RESPONSIBLE FOR ANY DESIGN AND ENGINEERING COSTS THAT ARE NECESSARY TO OBTAIN SUCH APPROVAL. ANY SUCH DEVIATIONS SHALL BE DOCUMENTED AND APPROVED BY THE OWNER PRIOR TO IMPLEMENTATION.
- PROVIDE SUBMITTALS FOR ALL MATERIALS AND EQUIPMENT SHOWN ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO SENSORS, CONTROLLERS, HMI'S, BUTTONS, ANNUNCIATORS, OPERATIONAL SOFTWARE, HMI GRAPHICS, WIRING, CONDUIT, SUPPORT MATERIALS AND APPURTENANCES.
- CONTRACTOR SHALL PROVIDE A WORK SCHEDULE THAT INDICATES THE FOLLOWING:
 - WHEN EACH FUNCTIONAL PROJECT AREA (I.E. EACH MAINTENANCE BAY IN FIXED-ROUTE OR PARATRANSIT MAINTENANCE BUILDINGS) WILL HAVE WORK PERFORMED.
 - WHEN EACH FUNCTIONAL AREA WILL BE INCAPACITATED.
 - WHEN EACH FUNCTIONAL AREA WILL BE PROTECTED BY NEW OR REPLACEMENT SYSTEMS.

NOTE THAT MULTIPLE PROJECT AREAS MAY BE TREATED OR SCHEDULED FOR WORK SIMULTANEOUSLY. CONTRACTOR SHALL PROVIDE WORK SCHEDULE AT LEAST 3 WORKING DAYS IN ADVANCE AND OBTAIN THE OWNER'S APPROVAL PRIOR TO WORK BEING PERFORMED.

- THE CONTRACTOR SHALL PROVIDE ACCURATE ASBUILT RECORD DRAWINGS AT THE COMPLETION OF CONSTRUCTION. RECORD DRAWINGS WILL BE MADE BY "RED-LINING" APPROVED CONSTRUCTION DRAWINGS TO IDENTIFY ALL CHANGES MADE IN THE FIELD. RED LINES SHALL BE NEAT AND LEGIBLE. ASBUILT DRAWINGS SHALL ILLUSTRATE ALL NEW AND EXISTING CONDUITS AND WIRING THAT FACILITATE GAS DETECTION SYSTEM INCLUDING THOSE THAT ARE CONNECTED TO GAS DETECTORS, ANNUNCIATORS, CONTROL PANEL, RELAYS AND POWER SUPPLY.
- CONTRACTOR SHALL PROVIDE TRAINING TO ASSIGNED STAFF THAT PROVIDES OPERATION, ROUTINE MAINTENANCE AND MONITORING INSTRUCTIONS FOR HARDWARE AND SOFTWARE SYSTEMS THAT ARE INSTALLED AS PART OF THE PROJECT.

- REQUIREMENTS FOR PROJECT COMPLETION INCLUDE PROVISION OF THE FOLLOWING TO THE OWNER:
 - COMPLETED FUNCTIONAL AND PERFORMANCE TESTING, AS AGREED BETWEEN THE CONTRACTOR AND THE OWNER, TO INCLUDE DOCUMENTATION OF SUCCESSFUL TESTING FOR ALL NEW SENSORS, BUTTONS, SOFTWARE APPLICATIONS, CONTROL PANELS AND INTERFACE PANELS.
 - APPROVED FIELD INSPECTIONS BY AHJ'S AS REQUIRED.
 - COMPLETION OF ALL OWNER-PROVIDED PUNCH-LIST INSPECTION ITEMS.
 - DELIVERY OF (3) COMPLETE EQUIPMENT MANUALS IN LABELED BINDERS AND (2) COPIES IN MATCHING AND TEXT-SEARCHABLE PDF FORMAT ON USB 'FLASH DRIVES'. MANUAL SHALL INCLUDE COMPLETED TESTING DOCUMENTATION AND A RECOMMENDED SPARE PARTS LIST FOR ALL CONTRACTOR-PROVIDED EQUIPMENT.
- CONTRACTOR SHALL INSTALL AND COMMISSION ALL EQUIPMENT, COMPONENTS AND MATERIALS IN COMPLIANCE WITH RESPECTIVE MANUFACTURERS' WRITTEN INSTALLATION INSTRUCTIONS.
- CONTRACTOR SHALL WARRANTEE THE WORK TO BE FREE FROM DEFECTS IN MATERIAL, EQUIPMENT, LABOR AND INSTALLATION FOR A PERIOD OF 12 MONTHS FOLLOWING APPROVAL OF THE WORK AS BEING SUBSTANTIALLY COMPLETE AND FUNCTIONAL BY THE OWNER.
- CONTRACTOR SHALL PROVIDE SOLID AND RELIABLE COMPATIBILITY AND CONNECTIVITY OF NEW SYSTEM WITH THE RTC NETWORK. THIS CONNECTIVITY SHALL ALLOW FOR ALARMS AND ALERTS TO BE SENT TO RTC PERSONNEL VIA TEXT MESSAGES AND EMAILS.
- CONTRACTOR SHALL REMOVE ALL EXISTING AND UNUSED DETECTION-RELATED WIRING AND CONDUITS, REMOVE ALL UNUSED HANGERS, SUPPORTS, AND SEAL UP ALL OPENINGS WITH FIRE RATED MATERIALS.
- ALL NEW WIRING AND CONDUITS WITHIN 18" BELOW CEILING SHALL BE SEALED AND SUITABLE FOR HAZARDOUS AREA CLASS I GROUP D DIVISION II.
- IF CONTRACTOR FINDS ANY EXISTING CONDUIT THAT IS NOT IN COMPLIANCE WITH NEC REGULATIONS FOR CLASSIFIED AREA WITHIN 18" BELOW THE CEILING, SHALL REPORT THE CONDITION TO OWNER IMMEDIATELY.

PROJECT DESCRIPTION

- CONSTRUCT IMPROVEMENTS TO THE GAS-DETECTION SYSTEMS AND APPURTENANCES AT THE EXISTING FIXED-ROUTE MAINTENANCE GARAGE BUILDING AND PARATRANSIT MAINTENANCE GARAGE BUILDING AT INTEGRATED BUS MAINTENANCE FACILITY (IBMF) OF THE RTC.
- EXISTING CONDITIONS. NEITHER OF THE REPAIR GARAGES UNDER THE PROJECT SCOPE INCLUDE ANY HEATING OR HVAC EQUIPMENT THAT HAVE OPEN-FLAME HEATING OR ANY SURFACE THAT EXCEEDS 750 DEG. F. BOTH OF THE REPAIR GARAGES HAVE VENTILATION SYSTEMS THAT PROVIDE AT LEAST FIVE AIR CHANGES PER HOUR CONTINUOUSLY.
- REMOVE EXISTING GAS DETECTORS, CONTROLLERS AND WIRING. PRESERVE EXISTING CONDUITS CONNECTED TO EXISTING CONTROLLER AS APPROPRIATE TO USE FOR NEW GAS-DETECTION SYSTEM. DO NOT REMOVE EXISTING DETECTION CAPABILITY IN ANY WING OR BUILDING AREA UNTIL A REPLACEMENT DETECTION SYSTEM IS IN PLACE AND OPERATIONAL, OR IMPLEMENTATION OF A TEMPORARY GAS-DETECTION DETECTION METHOD IS IN PLACE, AS APPROVED BY THE OWNER.
- IMPROVEMENTS AT THE FIXED ROUTE AND PARATRANSIT MAINTENANCE BUILDINGS INCLUDE THE FOLLOWING SCOPE:
 - INSTALL METHANE LEAK SENSORS NEAR THE CEILING AT LOCATIONS AS INDICATED ON DESIGN DRAWINGS.
 - INSTALL REPLACEMENT CONTROL-MONITORING PANEL FOR DETECTION SYSTEM.
 - INSTALL REMOTE HUMAN-MACHINE INTERFACE (HMI) PANELS. INCLUDES INSTALLATION OF WINDOWS-BASED REMOTE-MONITORING SOFTWARE ON UP TO (3) WINDOWS-BASED COMPUTERS AT THE PROJECT LOCATION.
 - INSTALL 3-COLOR VISIBLE AND AUDIBLE ANNUNCIATORS AT LOCATIONS AS SHOWN ON DRAWINGS. PRESERVE IN PLACE EXISTING ANNUNCIATORS AND CONNECT THEM TO CONTROL PANEL.
 - WIRE COMMUNICATION CIRCUITS FROM REPLACEMENT CONTROL PANEL TO REMOTE HMI'S AND TO THE OWNER'S EXISTING IP DATA SWITCH.
 - INSTALL ANNUNCIATORS AND WIRE ALL NEW AND EXISTING ANNUNCIATORS TO REPLACEMENT CONTROLLER.
 - WIRE MOTORS OF DESIGNATED MOTORIZED ROLL UP DOORS TO CONTROL PANEL.
 - PROGRAM AND CONFIGURE CONTROLLER PER DESIGN DRAWINGS, INCLUDING BOTH SEQUENCE OF OPERATION TABLES SHOWN ON DRAWING 1M-501.
 - REMOVE AND HAUL OFF EXISTING METHANE-DETECTION SYSTEM, INCLUDING SENSORS AND CONTROL EQUIPMENT.
 - SEE SHEET 1M-501 FOR QUANTITIES & ADDITIONAL EQUIP REQUIREMENTS.
- ALL HMI'S AND REMOTE-PC SOFTWARE SHALL PROVIDE GRAPHIC DISPLAY OF DETECTION AND SYSTEMS SHOWING ALL DETECTORS BY EACH UNIQUE ID AT BOTH FIXED-ROUTE AND PARATRANSIT MAINTENANCE BUILDINGS. DISPLAY SHALL BE CAPABLE OF BEING MONITORED VIA WEB-BASED INTERFACE ON OWNER'S LOCAL NETWORK. DISPLAYS SHALL MAP DETECTORS ON FLOOR-PLAN IMAGES AND SHALL BE APPROVED BY THE OWNER.
- PROJECT SCOPE EXCLUDES ANY MODIFICATIONS OR ADDITIONS TO THE VENTILATION OR OTHER HVAC SYSTEMS.
- CONTRACTOR MAY USE EXISTING CONDUIT THAT IS ASSOCIATED WITH THE EXISTING METHANE-DETECTION SYSTEM WHEREVER PRACTICAL. ALL WIRE SHALL BE NEW.

10/25/2018 7:07:32 PM C:\ESS_Sync_PC2\RTC_Detection\RTC_IBMF_GAS_DET.rvt

No	Revision Description	Date
1	ISSUE FOR BID	10/23/18

RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Chizen Ave, North Las Vegas, NV 89032
 APN Number: 138-17-301-020



Client
 Sub-Consultants



RTC Integrated Bus Maintenance Facility (IBMF)
 PROJECT GENERAL NOTES

Designer Designed	Project No. N/A	Scale	Sheet No. 1G-002	Project Status 90% DD
Checker Checked			Sheet of 8	
Approver Approved				
Issue Date 07/17/18				

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

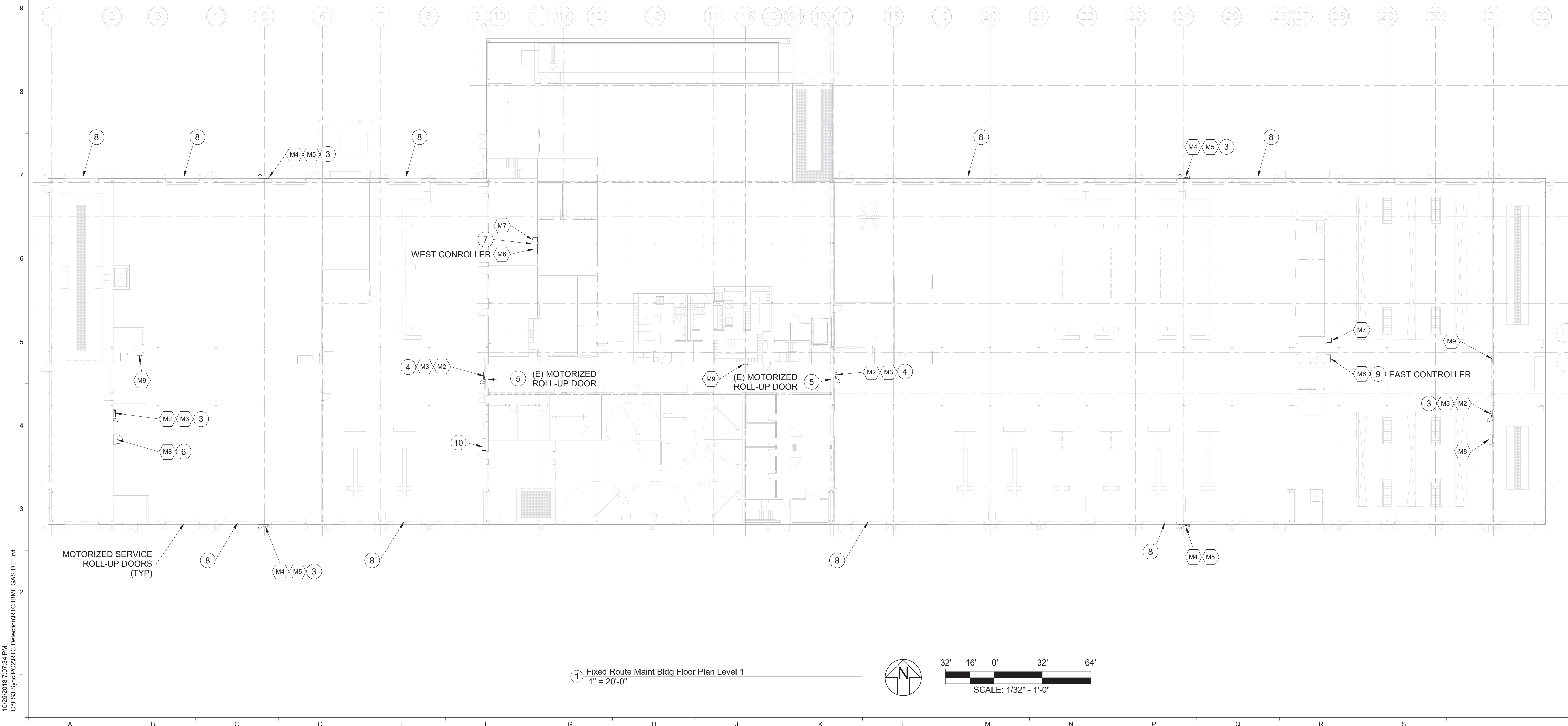
KEYED NOTES

1. INSTALL GAS DETECTORS WITHIN 18" OF CEILING.
2. SEE ELECTRICAL DRAWINGS FOR INSTALLATION OF UPS AND CONTROL PANEL. CONNECT CONTROLLER TO RTC ETHERNET USING CAT6 CABLE.
3. INSTALL AUDIBLE AND VISUAL ANNUNCIATORS 14' AFF.
4. INSTALL AUDIBLE AND VISUAL ANNUNCIATORS ABOVE (E) ROLL UP DOORS.
5. MOTORIZED ROLL UP DOOR SHALL CLOSE AUTOMATICALLY UPON GAS LEAK DETECTION IN THE SAME ZONE. DOOR SHALL AUTOMATICALLY OPEN UPON RESET.
6. PROVIDE TYGON TUBING BETWEEN EACH GAS DETECTOR AND TEST STATION. INSTALL TEST STATION AT 5' AFF. SECURE CAP-END OF TUBING PROPERLY. TERMINATE TUBING WITH PORTS FOR CONNECTION TO TEST CYLINDERS AT TEST STATION. PROVIDE GAS SENSOR CALIBRATION KIT AS REQUIRED. PROVIDE A 105 LITER 20% LEL METHANE CYLINDER, AND A 105 LITER 40% LEL METHANE CYLINDER AT EACH TEST STATION.
7. COORDINATE WITH RTC FOR EXACT LOCATION OF CONTROL PANEL AND POWER SUPPLY.
8. OPEN DESIGNATED SERVICE ROLL-UP DOOR UPON GAS LEAK DETECTION OF 20% AND 40% LEL.
9. REMOVE (E) CONTROL PANEL AT EAST WING AND INSTALL NEW CONTROLLER IN PLACE. DE-ENERGIZE AND SAFELY REMOVE ALL UNUSED CONDUITS, WIRING, HANGERS, SUPPORTS, ETC. AND SEAL ALL OPENINGS..
10. REMOVE (E) CONTROL PANEL AT WEST WING AND INSTALL NEW CONTROLLER WHERE INDICATED ON PLAN. DE-ENERGIZE AND SAFELY REMOVE ALL UNUSED CONDUITS, WIRING, HANGERS, SUPPORTS, ETC. AND SEAL ALL OPENINGS.

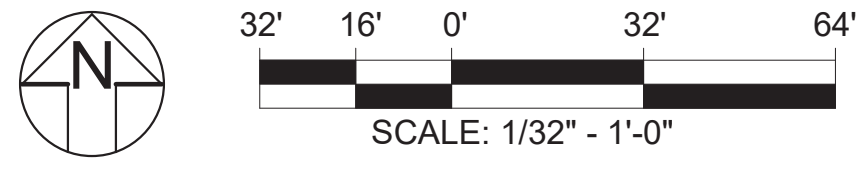
DRAWING NOTES




- A. SEE SHEET 1M-501 FOR DESCRIPTION OF HEX-KEYED EQUIPMENT AND FOR SEQUENCE OF OPERATION.
- B. CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, DIMENSIONS AND INFRASTRUCTURE OF EQUIPMENT PRIOR TO COMMENCING ANY WORK AND ORDERING EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY OR LACK OF CONSTRUCTABILITY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE PARTY FOR ALL NEEDED MODIFICATIONS ASSOCIATED WITH THE FAILURE TO NOTIFY THE OWNER OF ANY AND ALL DISCREPANCIES.
- C. PRESERVE IN PLACE ALL (E) ANNUNCIATORS. CONNECT (E) WIRING OF (E) ANNUNCIATORS TO NEW CONTROLLER. EXISTING ANNUNCIATORS SHALL FUNCTION PER SEQUENCE OF OPERATION. FIELD VERIFY EXISTING EXACT LOCATION AND VOLTAGE REQUIREMENTS.
- D. REMOVE EXISTING OPEN PATH GAS DETECTORS AND CONTROLLERS AFTER NEW DETECTION SYSTEM INSTALLATION IS COMPLETE AND ACCEPTED. REMOVE ALL UNUSED WIRING AND CONDUITS. DE-ENERGIZE PRIOR TO REMOVAL AND REMOVE SAFELY.
- E. CONNECT DETECTION CONTROLLERS TO ETHERNET DEVICE LOCATED IN DATA ROOM AT SAME BUILDING. CONTROLLER SHALL BE CONNECTED TO RTC DATA SUPERVISORY SYSTEM. CONTROLLER SHALL BE SUPERVISED REMOTELY AT RTC COMPUTERS VIA WEB-BASE SYSTEM.
- F. PROVIDE REMOTE HMI'S AT DESIGNATED LOCATIONS. EACH HMI SHALL BE CAPABLE OF ILLUSTRATING DETECTION SYSTEM GRAPHICALLY AND SHOW EACH SCREEN INDEPENDENT FROM OTHER HMI'S SCREENS. EACH DETECTOR WITH ITS ID SHALL BE SHOW ON GRAPHICAL SCREEN. EACH DETECTOR WITH ITS ID SHALL BE SHOW ON GRAPHICAL SCREEN.
- G. CONNECT GAS DETECTORS, NEW AND EXISTING ANNUNCIATORS, DESIGNATED ROLL-UP DOORS AND OTHER APPURTENANCES TO CONTROL PANEL AS NEEDED TO OPERATE PER SEQUENCE OF OPERATION SHOWN ON SHEET 1M-501.
- H. PRIOR TO SUBSTANTIAL COMPLETION CONTRACTOR SHALL PROVIDE TRAINING TO DESIGNATED PERSONNEL. DEMONSTRATE OPERATION AND VERIFY COMPLIANCE IN THE PRESENCE OF THE OWNER.

EQUIP SCHEDULE	
KEY	DESCRIPTION
M1-A	METHANE DETECTOR SENSOR
M1-B	METHANE DETECTOR TRANSMITTER
M2	VISIBLE ALARM, INDOOR
M3	AUDIBLE ALARM, INDOOR
M4	VISIBLE ALARM, OUTDOOR
M5	AUDIBLE ALARM, OUTDOOR
M6	CONTROL PANEL AND RELAYS
M7	POWER SUPPLY
M8	TUBING TERMINAL CABINET
M9	GAS DETECTION SYSTEM REMOTE HMI



1 Fixed Route Maint Bldg Floor Plan Level 1
1" = 20'-0"



	
RTC Integrated Bus Maintenance Facility (IBMF) Maintenance Garage Gas Detection Upgrade 3212 Chizen Ave, North Las Vegas, NV 89032	
Project No. N/A Scale 1" = 20'-0" Project Status 90% DD	Sheet Title FIXED ROUTE MAINTENANCE BUILDING FLOOR PLAN, LEVEL 1
R/K Designed R/K Drawn R/G Checked FF Approved 12/05/17 Issue Date	Project No. N/A Scale 1" = 20'-0" Sheet No. 1M-111 Sheet 3 of 8 Project Status 90% DD
	
5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8548	
Client RTC	Sub-Consultants FUEL SOLUTIONS
Seal 	Revision Description 1 ISSUE FOR BID
Date 10/23/18	No.

10/25/2018 7:07:34 PM
C:\ESS_Sync_PC2\RTC Detection\RTC IBMF GAS DET.rvt

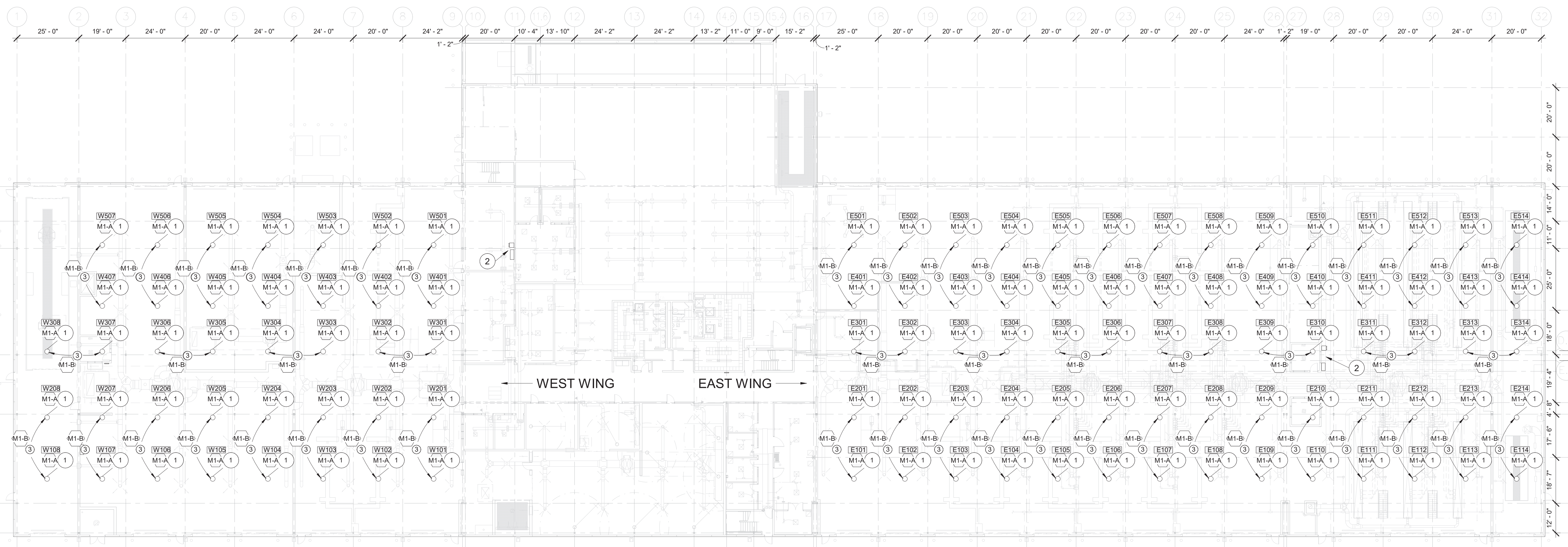
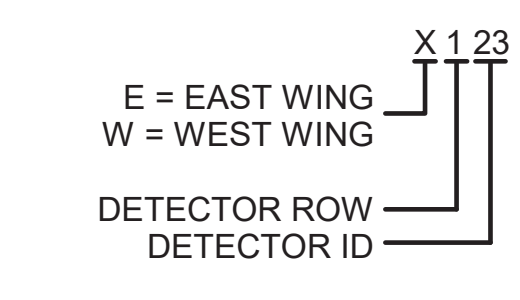
KEY NOTES

1. INSTALL METHANE DETECTOR SENSORS WITHIN 18" OF CEILING.
2. CONNECT GAS DETECTORS, ANNUNCIATORS, AND OTHER APPURTENANCES AT EACH SIDE OF BUILDING TO CONTROL PANEL AT SAME SIDE. REMOVE EXISTING OPEN PATH GAS DETECTORS AND CONTROLLERS AFTER NEW DETECTION SYSTEM INSTALLATION IS COMPLETE AND ACCEPTED. REMOVE ALL UNUSED WIRING AND CONDUITS. DE-ENERGIZE PRIOR TO REMOVAL AND REMOVE SAFELY.
3. PROVIDE DUAL SENSOR TRANSMITTER. CONNECT EACH TRANSMITTER TO TWO CLOSEST SENSORS WITH WIRING AS INSTRUCTED BY MANUFACTURER IN INSTALLATION MANUAL. SECURE WIRING AS NEEDED.

DRAWING NOTES

- A. SEE SHEET 1M-501 FOR DESCRIPTION OF HEX-KEYED EQUIPMENT AND FOR SEQUENCE OF OPERATION.
- B. CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, DIMENSIONS AND INFRASTRUCTURE OF EQUIPMENT PRIOR TO COMMENCING ANY WORK AND ORDERING EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY OR LACK OF CONSTRUCTABILITY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE PARTY FOR ALL NEEDED MODIFICATIONS ASSOCIATED WITH THE FAILURE TO NOTIFY THE OWNER OF ANY AND ALL DISCREPANCIES.

EQUIP SCHEDULE	
KEY	DESCRIPTION
M1-A	METHANE DETECTOR SENSOR
M1-B	METHANE DETECTOR TRANSMITTER
M2	VISIBLE ALARM, INDOOR
M3	AUDIBLE ALARM, INDOOR
M4	VISIBLE ALARM, OUTDOOR
M5	AUDIBLE ALARM, OUTDOOR
M6	CONTROL PANEL AND RELAYS
M7	POWER SUPPLY
M8	TUBING TERMINAL CABINET
M9	GAS DETECTION SYSTEM REMOTE HMI



1 Fixed Rte Maint Bldg RCP Level 1
1" = 20'-0"



		RTC Intergrated Bus Maintenance Facility (IBMF) Maintenance Garage Gas Detection Upgrade 3212 Chizen Ave, North Las Vegas, NV 89032 APN Number 138-17-301-020	
		Client: RTC Sub-Consultants: [Blank] Seal: [Blank]	
Project No: N/A Scale: 1" = 20'-0" 1M-112 Sheet No: [Blank] of 8 Project Status: 90% DD		Project Title: RTC Intergrated Bus Maintenance Facility (IBMF) FIXED ROUTE MAINTENANCE BUILDING REFLECTED CEILING PLAN, LEVEL 1	
R/K Designed R/K Drawn R/G Checked FF Approved 12/05/17 Issue Date	Project No: N/A Scale: 1" = 20'-0" 1M-112 Sheet No: [Blank] of 8 Project Status: 90% DD	FUEL SOLUTIONS 5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8548	
10/25/2018 7:07:39 PM C:\ESS_Sync_PC2\RTC_Detection\RTC_IBMF_GAS_DET.rvt		10/23/18 Revision Description: 1 ISSUE FOR BID No: [Blank] Date: [Blank]	

10/25/2018 7:07:40 PM C:\ESS_Sync_PC2\RTC_Detection\RTC IBMF GAS DET.rvt

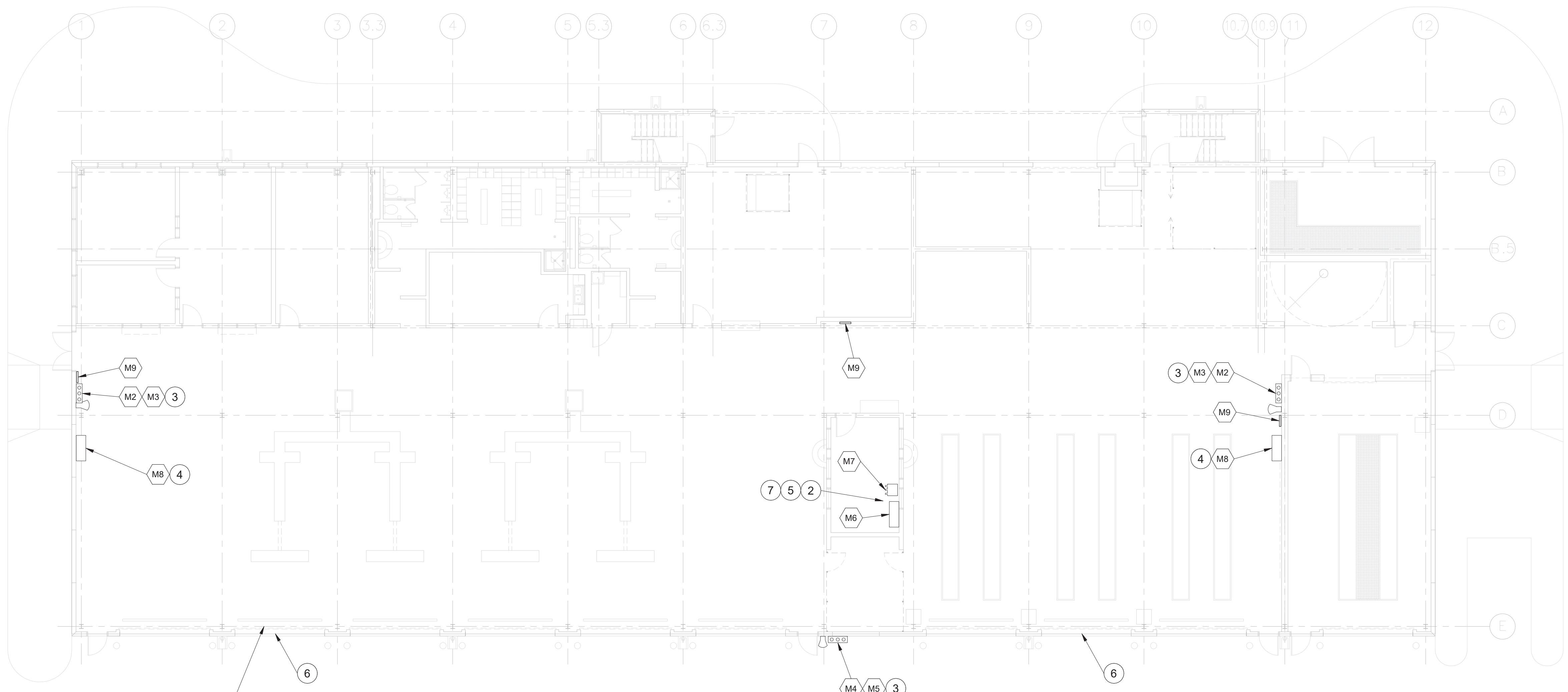
KEYED NOTES

1. INSTALL GAS DETECTORS WITHIN 18" OF THE CEILING.
2. SEE ELECTRICAL DRAWINGS FOR INSTALLATION OF UPS AND CONTROL PANEL. CONNECT CONTROLLER TO RTC ETHERNET USING CAT6 CABLE.
3. INSTALL AUDIBLE AND VISUAL ANNUNCIATORS 14' AFF.
4. PROVIDE TYGON TUBING BETWEEN EACH GAS DETECTOR AND TEST STATION. INSTALL TEST STATION AT 5' AFF. SECURE CAP-END OF TUBING PROPERLY. TERMINATE TUBING WITH PORTS FOR CONNECTION TO TEST CYLINDERS AT TEST STATION. PROVIDE GAS SENSOR CALIBRATION KIT AS REQUIRED. PROVIDE A 105 LITER 20% LEL METHANE CYLINDER, AND A 105 LITER 40% LEL METHANE CYLINDER AT EACH TEST STATION.
5. COORDINATE WITH RTC FOR EXACT LOCATION OF CONTROL PANEL AND POWER SUPPLY.
6. OPEN DESIGNATED ROLL-UP DOOR UPON GAS LEAK DETECTION OF 20% AND 40% LEL.
7. REMOVE (E) CONTROL PANEL AT OFFICE AND INSTALL NEW CONTROLLER IN PLACE.

DRAWING NOTES

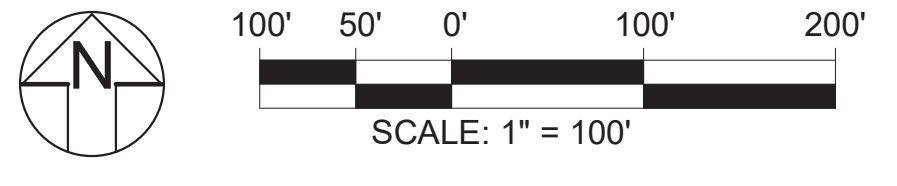
- A. SEE SHEET 1M-501 FOR DESCRIPTION OF HEX-KEYED EQUIPMENT AND FOR SEQUENCE OF OPERATION.
- B. CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, DIMENSIONS AND INFRASTRUCTURE OF EQUIPMENT PRIOR TO COMMENCING ANY WORK AND ORDERING EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY OR LACK OF CONSTRUCTABILITY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE PARTY FOR ALL NEEDED MODIFICATIONS ASSOCIATED WITH THE FAILURE TO NOTIFY THE OWNER OF ANY AND ALL DISCREPANCIES.
- C. PRESERVE IN PLACE ALL (E) ANNUNCIATORS. CONNECT (E) WIRING OF (E) ANNUNCIATORS TO NEW CONTROLLER. EXISTING ANNUNCIATORS SHALL FUNCTION PER SEQUENCE OF OPERATION. FIELD VERIFY EXISTING EXACT LOCATION AND VOLTAGE REQUIREMENTS.
- D. REMOVE EXISTING OPEN PATH GAS DETECTORS AND CONTROLLERS AFTER NEW DETECTION SYSTEM INSTALLATION IS COMPLETE AND ACCEPTED. REMOVE ALL UNUSED WIRING AND CONDUITS. DE-ENERGIZE PRIOR TO REMOVAL AND REMOVE SAFELY.
- E. CONNECT DETECTION CONTROLLERS TO ETHERNET DEVICE LOCATED IN DATA ROOM AT SAME BUILDING. CONTROLLER SHALL BE CONNECTED TO RTC DATA SUPERVISORY SYSTEM. CONTROLLER SHALL BE SUPERVISED REMOTELY AT RTC COMPUTERS VIA WEB-BASE SYSTEM.
- F. PROVIDE REMOTE HMI'S AT DESIGNATED LOCATIONS. EACH HMI SHALL BE CAPABLE OF ILLUSTRATING DETECTION SYSTEM GRAPHICALLY AND SHOW EACH SCREEN INDEPENDENT FROM OTHER HMI'S SCREENS. EACH DETECTOR WITH ITS ID SHALL BE SHOW ON GRAPHICAL SCREEN. EACH DETECTOR WITH ITS ID SHALL BE SHOW ON GRAPHICAL SCREEN.
- G. CONNECT GAS DETECTORS, NEW AND EXISTING ANNUNCIATORS, DESIGNATED ROLL-UP DOORS AND OTHER APPURTENANCES TO CONTROL PANEL AS NEEDED TO OPERATE PER SEQUENCE OF OPERATION SHOWN ON SHEET 1M-501.
- H. PRIOR TO SUBSTANTIAL COMPLETION CONTRACTOR SHALL PROVIDE TRAINING TO DESIGNATED PERSONNEL, DEMONSTRATE OPERATION AND VERIFY COMPLIANCE IN THE PRESENCE OF THE OWNER.

EQUIP SCHEDULE	
KEY	DESCRIPTION
M1-A	METHANE DETECTOR SENSOR
M1-B	METHANE DETECTOR TRANSMITTER
M2	VISIBLE ALARM, INDOOR
M3	AUDIBLE ALARM, INDOOR
M4	VISIBLE ALARM, OUTDOOR
M5	AUDIBLE ALARM, OUTDOOR
M6	CONTROL PANEL AND RELAYS
M7	POWER SUPPLY
M8	TUBING TERMINAL CABINET
M9	GAS DETECTION SYSTEM REMOTE HMI



MOTORIZED SERVICE ROLL-UP DOORS (TYP)

1 Paratransit Maintenance Floor Plan Level 1
1" = 10'-0"

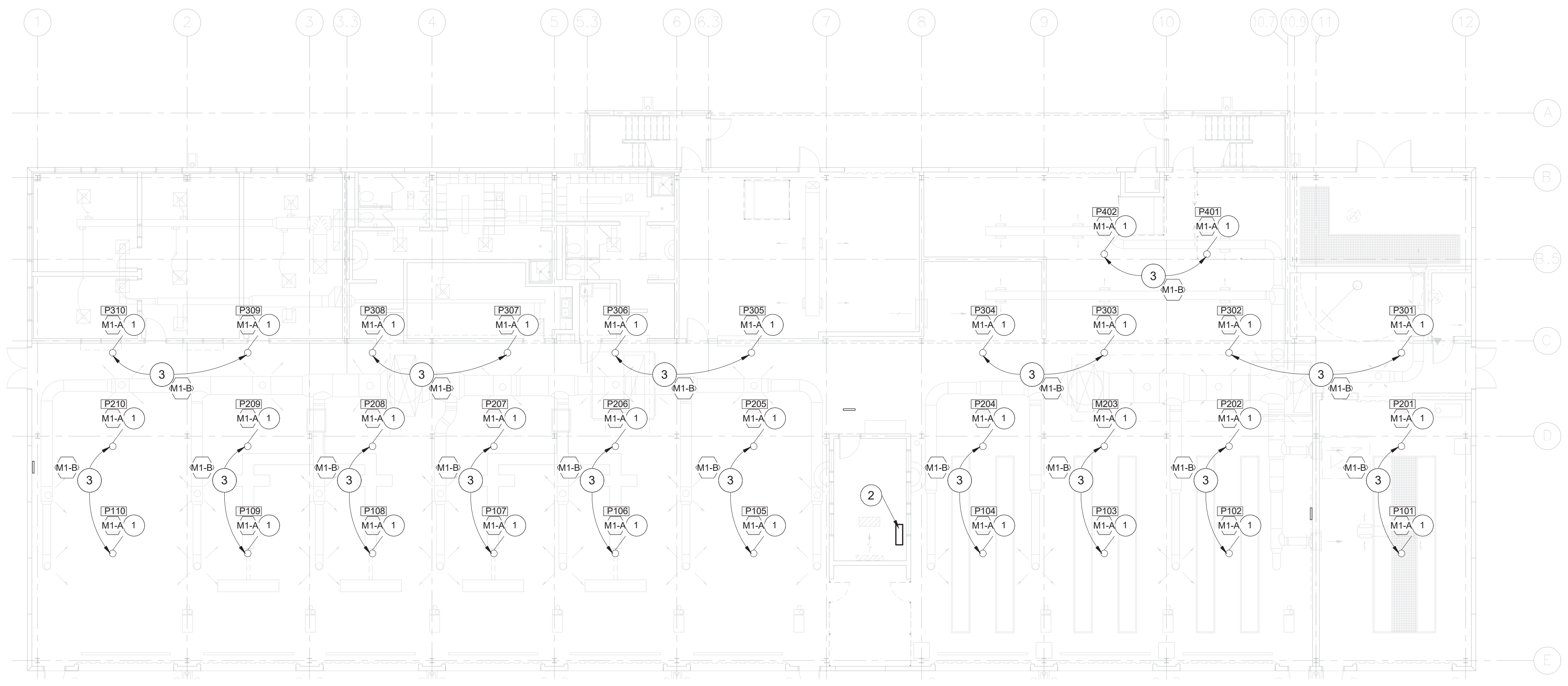
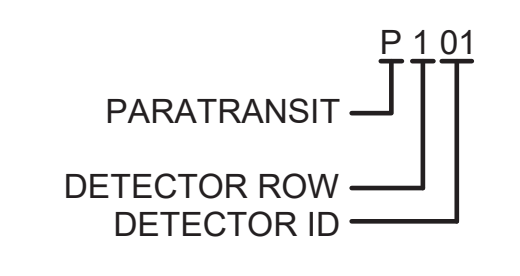


 FUEL SOLUTIONS 5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8548	Project No. N/A Scale 1" = 10'-0" 1M-121 Sheet No. 5 of 8 Project Status 90% DD	RTC Integrated Bus Maintenance Facility (IBMF) PARATRANSIT MAINTENANCE FLOOR PLAN LEVEL 1	10/25/18 PARITEN FARMHAND Exp. 8/30/19 MECHANICAL	RTC REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	RTC Integrated Bus Maintenance Facility (IBMF) Maintenance Garage Gas Detection Upgrade 3212 Chizen Ave, North Las Vegas, NV 89032 APN Number 138-17-301-020	10/23/18 Issue Date 1 ISSUE FOR BID Revision Description No.
	R/K Designed R/K Drawn R/G Checked FF Approved 12/06/17 Issue Date	Sheet Title Sub-Consultants Client	Seal 10/22/18	Date		

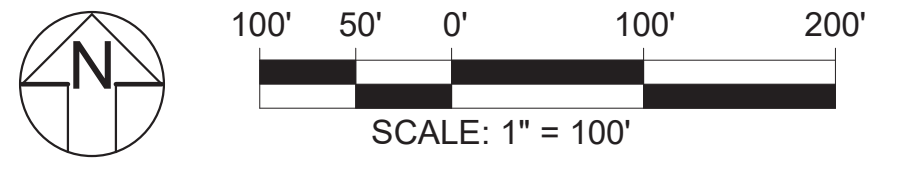
- KEY NOTES**
1. INSTALL METHANE DETECTOR SENSORS WITHIN 18" OF CEILING.
 2. CONNECT GAS DETECTORS, ANNUNCIATORS, AND OTHER APPURTENANCES AT EACH SIDE OF BUILDING TO CONTROL PANEL AT SAME SIDE. REMOVE EXISTING OPEN PATH GAS DETECTORS AND CONTROLLERS AFTER NEW DETECTION SYSTEM INSTALLATION IS COMPLETE AND ACCEPTED. REMOVE ALL UNUSED WIRING AND CONDUITS. DE-ENERGIZE PRIOR TO REMOVAL AND REMOVE SAFELY.
 3. PROVIDE DUAL SENSOR TRANSMITTER. CONNECT EACH TRANSMITTER TO TWO CLOSEST SENSORS WITH WIRING AS INSTRUCTED BY MANUFACTURER IN INSTALLATION MANUAL. SECURE WIRING AS NEEDED.

- DRAWING NOTES**
- A. SEE SHEET 1M-501 FOR DESCRIPTION OF HEX-KEYED EQUIPMENT AND FOR SEQUENCE OF OPERATION.
 - B. CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, DIMENSIONS AND INFRASTRUCTURE OF EQUIPMENT PRIOR TO COMMENCING ANY WORK AND ORDERING EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY OR LACK OF CONSTRUCTABILITY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE PARTY FOR ALL NEEDED MODIFICATIONS ASSOCIATED WITH THE FAILURE TO NOTIFY THE OWNER OF ANY AND ALL DISCREPANCIES.

EQUIP SCHEDULE	
KEY	DESCRIPTION
M1-A	METHANE DETECTOR SENSOR
M1-B	METHANE DETECTOR TRANSMITTER
M2	VISIBLE ALARM, INDOOR
M3	AUDIBLE ALARM, INDOOR
M4	VISIBLE ALARM, OUTDOOR
M5	AUDIBLE ALARM, OUTDOOR
M6	CONTROL PANEL AND RELAYS
M7	POWER SUPPLY
M8	TUBING TERMINAL CABINET
M9	GAS DETECTOR SYSTEM REMAIN



1 Paratransit Maint RCP Level 1
1" = 10'-0"



10/25/2018 7:07:41 PM
C:\ESS_Sync_PC2\RTCDetection\RTCBMF GAS DET.rvt

 FUEL SOLUTIONS 5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8548	Project No. N/A Scale 1" = 10'-0" 1M-122 Sheet No. 6 of 8 Project Status 90% DD	RTC Integrated Bus Maintenance Facility (IBMF) PARATRANSIT MAINTENANCE REFLECTED CEILING PLAN, LEVEL 1 Sheet Title	Seal 	Sub-Consultants	Client RTC RTC Integrated Bus Maintenance Facility (IBMF) Maintenance Garage Gas Detection Upgrade 3212 Chizen Ave, North Las Vegas, NV 89032 APN Number 138-17-301-020
	Issue Date 12/06/17 Designed R/K Drawn R/K Checked R/G Approved FF Issue Date 12/06/17	Revision Description 1 ISSUE FOR BID No. 1 Date 10/23/18	RTC Integrated Bus Maintenance Facility (IBMF)		

IBMF FIXED ROUTE MAINTENANCE BUILDING SEQUENCE OF OPERATION

No.	OPERATION	METHANE DETECTION SYSTEM CONDITION				
		NORMAL (<20%)	20% LEL	40% LEL	DROP TO <20% LEL ⁽¹⁾ (MAINTAIN FOR 5 MINS)	FAILURE ⁽²⁾
1	GREEN LIGHT AT ALARM STATIONS AND MONITORING PANEL	ON	OFF	OFF	ON	OFF
2	AMBER LIGHT AT ALARM STATIONS AND MONITORING PANEL	OFF	ON	OFF	ON	ON
3	RED LIGHT AT ALARM STATIONS AND MONITORING PANEL	OFF	OFF	ON	ON	OFF
4	SOUND 20% HORN AT ALARM STATIONS AND MONITORING PANEL ⁽³⁾	OFF	ON	OFF	OFF	OFF
5	SOUND 40% HORN AT ALARM STATIONS AND MONITORING PANEL ⁽³⁾	OFF	OFF	ON	OFF	OFF
6	SOUND BUZZER TONE AT ALARM STATIONS & MONITORING PANEL ⁽³⁾	OFF	OFF	OFF	OFF	ON
7	CLOSE ROLL UP DOORS AT CENTER PART OF BUILDING ⁽⁴⁾	NO	YES	YES	YES	NO
8	DISCONNECT DISTRIBUTION BOARDS PER ELECTRICAL DRAWINGS TO DE-ENERGIZE ASSIGNED CIRCUITS ⁽⁵⁾	NO	YES	YES	YES	YES
9	OPEN DESIGNATED SERVICE ROLL UP DOORS	NO	YES	YES	YES	YES
10	ACTIVATE EXHAUST & SUPPLY FANS AT WEST WING TO PROVIDE NO LESS THAN 5 ACH OF VENTILATION WHEN LEAK DETECTION OCCURS AT WEST WING ⁽⁶⁾	STEADY ⁽⁷⁾	YES	YES	NO	YES
11	ACTIVATE EXHAUST & SUPPLY FANS AT WEST WING TO PROVIDE NO LESS THAN 5 ACH OF VENTILATION WHEN LEAK DETECTION OCCURS AT WEST WING ⁽⁶⁾	STEADY ⁽⁷⁾	YES	YES	NO	YES
12	SEND EMAIL ALERT TO RTC FIRE ALARM MONITOR COMPANY	YES	YES	YES	YES	YES
13	SEND EMAIL ALERT TO RTC FACILITIES	NO	NO	YES	YES	NO
14	DISPLAY METHANE SENSOR LEVEL AND CONDITION AT HMI	YES	YES	YES	YES	YES
15	OCCUPANTS TO EVACUATE ⁽⁸⁾	NO	NO	YES	YES	NO

SCHEDULE NOTES

- AUTOMATICLY RESET 5 MINUTES AFTER GAS CONCENTRATION DROPS TO BELOW 20% LEL.
- FAILURE OF THE GAS DETECTION SYSTEM.
- SET CONTINUOUS TONE FOR 40% AND STACCATO TONE FOR 20% LEL EVENTS. SOUND OF HORN THAT ANNUNCIATES 20% LEL DETECTION SHALL BE SUBSTANTIALLY DIFFERENT FROM SOUND OF HORN ANNOUNCING 40% LEL DETECTION. SET BUZZER TONE TO ANNOUNCE FAILURE OF DETECTION SYSTEM.
- IN EVENT OF GAS LEAK DETECTION AT EAST SIDE ROLL UP DOOR THAT CONNECTS EAST SIDE TO CENTER PART SHALL CLOSE. IN EVENT OF GAS LEAK DETECTION AT WEST SIDE ROLL UP DOOR THAT CONNECTS WEST SIDE TO CENTER PART SHALL CLOSE.
- ALLOW 3-5 SECONDS BETWEEN EACH SHUNT TRIP ACTION.
- SEE "HVAC CONTROL IN LEAK EVENT" NOTES. PROVIDE ZONING CONFIGURATION IN CONROL SYSTEM AS NEEDED.
- HVAC SYSTEM SHALL OPERATE PER EXISTING SEQUENCE OF OPERATION BY EXISTING "BUILDING AUTOMATION SYSTEM" DURING NORMAL OPERATION.
- PROVIDE SIGNAGE INSTRUCTING STAFF TO EVACUATE BUILDING UPON >20% LEL GAS DETECTION ALARM.

IBMF PARATRANSIT MAINTENANCE BUILDING SEQUENCE OF OPERATION

No.	OPERATION	METHANE DETECTION SYSTEM CONDITION				
		NORMAL (<20%)	20% LEL	40% LEL	DROP TO <20% LEL ⁽¹⁾ (MAINTAIN FOR 5 MINS)	FAILURE ⁽²⁾
1	GREEN LIGHT AT ALARM STATIONS AND MONITORING PANEL	ON	OFF	OFF	ON	OFF
2	AMBER LIGHT AT ALARM STATIONS AND MONITORING PANEL	OFF	ON	OFF	ON	ON
3	RED LIGHT AT ALARM STATIONS AND MONITORING PANEL	OFF	OFF	ON	ON	OFF
4	SOUND 20% HORN AT ALARM STATIONS AND MONITORING PANEL ⁽⁵⁾	OFF	ON	OFF	OFF	OFF
5	SOUND 40% HORN AT ALARM STATIONS AND MONITORING PANEL ⁽⁵⁾	OFF	OFF	ON	OFF	OFF
6	TROUBLE ALARM BUZZER	OFF	OFF	OFF	OFF	ON
7	CLOSE ROLL-UP DOOR AT CENTER PART OF BUILDING ⁽³⁾	NO	YES	YES	YES	NO
8	OPEN DESIGNATED SERVICE ROLL-UP DOORS ⁽³⁾	NO	YES	YES	YES	YES
9	SEND EMAIL ALERT TO RTC FIRE ALARM MONITOR COMPANY	NO	YES	YES	NO	YES
10	SEND EMAIL ALERT TO RTC FACILITIES	NO	YES	YES	NO	YES
11	DISPLAY METHANE SENSOR LEVEL AND CONDITION AT HMI	YES	YES	YES	YES	YES
12	OCCUPANTS TO EVACUATE ⁽⁸⁾	NO	NO	YES	YES	NO

SCHEDULE NOTES

- AUTOMATIC RESET 5 MINUTES AFTER GAS CONCENTRATION DROPS TO BELOW 20% LEL.
- FAILURE OF THE GAS DETECTION SYSTEM.
- ALLOW 3-5 SECONDS BETWEEN EACH SHUNT TRIP ACTION.
- PROVIDE SIGNAGE INSTRUCTING STAFF TO EVACUATE BUILDING UPON 40% LEL GAS DETECTION ALARM.
- SET CONTINUOUS TONE FOR 40% AND STACCATO TONE FOR 20% LEL EVENTS. SOUND OF HORN THAT ANNUNCIATES 20% LEL DETECTION SHALL BE SUBSTANTIALLY DIFFERENT FROM SOUND OF HORN ANNOUNCING 40% LEL DETECTION.

EQUIPMENT SCHEDULE, METHANE DETECTION AND MECHANICAL

KEY	QTY	DESCRIPTION	SPECIFICATIONS	
			MFR	P/N
M1-A	140	METHANE DETECTOR SENSOR	SENSOR ELECTRONICS	MILLENIUM INFRARED HYDROCARBON DETECTOR
M1-B	70	METHANE DETECTOR TRANSMITTER	SENSOR ELECTRONICS	3120
M2	6	VISIBLE ALARM, INDOOR	EDWARDS SIGNALING	105XBRIRGA120A
M3	6	AUDIBLE ALARM, INDOOR	EDWARDS SIGNALING	5531MHV-120Y6
M4	5	VISIBLE ALARM, OUTDOOR	EDWARDS SIGNALING	105XBRIRGA120A
M5	5	AUDIBLE ALARM, OUTDOOR	EDWARDS SIGNALING	HORN 876-N5
M6	3	CONTROL PANEL AND RELAYS	SENSOR ELECTRONICS	SCE 3500
M7	3	POWER SUPPLY	SEE ELECTRICAL DWGS	~
M8	4	TUBING TERMINAL CABINET	HOFFMAN	~
M9	6	GAS DETECTION SYSTEM REMOTE HMI	SENSOR ELECTRONICS	SCE 3500


EQUIPMENT SCHEDULE NOTES

- SEE DRAWINGS 1M-111, 1M-112, 1M-121, 1M-122 FOR LOCATION OF KEYED EQUIPMENT.
- THE LIST OF EQUIPMENT IS PARTIAL. CONTRACTOR SHALL FURNISH ALL EQUIPMENT, LABOR, CONDUIT, WIRE, PIPING, MATERIAL AND TESTING SERVICES AS REQUIRED TO DELIVER A COMPLETE AND FUNCTIONAL GAS DETECTION SYSTEM REQUIRED BY THE PLANS, DRAWINGS, SPECIFICATIONS, AND AS APPROVED BY THE OWNER. REFER TO THE DRAWINGS FOR ADDED REQUIREMENTS.

HVAC CONTROL IN LEAK EVENT:

- CONTRACTOR SHALL INVESTIGATE AND VERIFY EXISTING HVAC EQUIPMENT THAT PROVIDE VENTILATION TO REPAIR AREAS AT FIXED-ROUTE AND PARATRANSIT MAINTENANCE BUILDINGS. VERIFY MEANS OF CONTROL AND CFM RATE OF VENTILATION AT EACH ZONE. REPORT FINDINGS TO OWNER AND ENGINEER PRIOR TO COMMENCING CONSTRUCTION.
- DURING GAS LEAK DETECTION EVENT OF ≥20% LEL IN FIXED-ROUTE MAINTENANCE BUILDING HVAC EQUIPMENT SHALL BE RUNNING TO PROVIDE ADEQUATE VENTILATION OF NO LESS THAN 5 ACH AT EACH ZONE. COORDINATE WITH OWNER AND ENGINEER FOR LIST OF HVAC SYSTEMS FOR ADEQUATE VENTILATION.
- DURING GAS LEAK DETECTION EVENT OF ≥20% LEL IN PARATRANSIT MAINTENANCE BUILDING HVAC EQUIPMENT SHALL BE RUNNING TO PROVIDE ADEQUATE VENTILATION OF NO LESS THAN 5 ACH AT EACH ZONE. COORDINATE WITH OWNER AND ENGINEER FOR LIST OF HVAC SYSTEMS FOR ADEQUATE VENTILATION.
- IN FIXED ROUTE AND PARATRANSIT MAINTENANCE BUILDINGS, CONTRACTOR SHALL FIELD VERIFY SEQUENCE OF OPERATION OF HVAC EQUIPMENT MENTIONED IN NOTES 1 AND 2. IF ANY OF THE FANS ARE NOT FOUND RUNNING CONTINUOUSLY 24/7, CONTRACTOR SHALL PROVIDE THE FOLLOWING:
 - WIRING, CONDUITS AND NEEDED PROGRAMING TO RUN THE FANS UPON GAS DETECTION. ABOVE-MENTIONED HVAC EQUIPMENT SHALL BE RUNNING UNTIL 5 MINUTES AFTER GAS CONCENTRATION IS DETERMINED BELOW 20% LEL.
 - DETERMINE AN APPROPRIATE CONTROL-INPUT SIGNAL AT THE EXISTING 'JOHNSON CONTROLS' BUILDING AUTOMATION SYSTEM (BAS) PANEL, LOCATED AT FIXED-ROUTE MAINTENANCE BUILDING AND AT PARATRANSIT MAINTENANCE BUILDING, AS NEEDED TO ACTIVATE THE FANS ON MENTIONED IN NOTE 1 AND 2 TO 100% UTILIZATION. THE HEATING/ COOLING WILL STAY AT THE SAME MODE OF NO/OFF AS THEY WERE PRIOR TO DETECTION EVENT. FIELD VERIFY LOCATION OF BAS PANEL.
 - VERIFY CONTROL SYSTEM OF EACH OF ABOVE-MENTIONED EF'S. IF NOT ON BAS PANEL, DETERMINE MEANS OF CONTROL AS NEEDED TO BE CONTROLLED BY GAS DETECTION CONTROL PANEL AND RUN UPON GAS DETECTION. FIELD VERIFY LOCATION OF FANS' CONTROL RELAYS.
 - PROVIDE CONTROL WIRING, CONDUITS ETC. AS REQUIRED, FROM THE DETECTION-CONTROL PANELS TO BAS PANELS, THAT WILL PROVIDE A SIGNAL WHEN THE DETECTION-CONTROL PANEL DETECTS ≥ 20% LEL.
 - IF EF'S ARE NOT CONTROLLED BY BAS, PROVIDE WIRING, CONDUITS ETC. AS REQUIRED FROM GAS DETECTION-CONTROL PANEL TO CONTROL THE FANS RUNNING WHEN THE DETECTION-CONTROL PANEL DETECTS ≥ 20% LEL.
 - CONFIGURE THE BAS PROGRAMING AS REQUIRED TO START / ACTIVATE HVAC EQUIPMENT MENTIONED IN NOTES 1 AND 2 IN THE RELATED ZONE THAT GAS LEAK IS DETECTED IN. SEE SEQUENCE OF OPERATION FOR EACH BUILDING.
 - THE HVAC EQUIPMENT SHALL BE RUNNING UNTIL 5 MINUTES AFTER GAS CONCENTRATION IS DETERMINED BELOW 20% LEL. THEN ALLOW THE FANS TO REVERT TO THEIR PRIOR STATE WHEN THE CONTROL SIGNAL IS DE-ENERGIZED. THIS INCLUDES PROVIDING AND MODIFYING PROGRAMMING OF THE DETECTION-CONTROL PANEL AND THE BAS PANEL AS REQUIRED.
 - PREPARE A SHOP-DRAWING SUBMITTAL SHOWING THE CONDUIT, WIRING, MOUNTING AND RELAYS TO INSTALLED. INCLUDE A NARRATIVE DESCRIPTION OF THE PROGRAMMING WORK REQUIRED TO ANY NEW OR EXISTING CONTROL PANELS.
 - SUBMIT A CHANGE-ORDER QUOTATION TO THE OWNER FOR PROVIDING THE WORK INDICATED UNDER ABOVE DESCRIBED ADJUSTMENT IN NOTE 4 AS NEEDED.

10/25/2018 7:07:41 PM C:\ESS_Sync_PC2\RTC_Detection\IBMF GAS DET.rvt



RTC
REGISTRAR
OF SOUTHERN NEVADA

RTC Integrated Bus Maintenance Facility (IBMF)
Maintenance Garage Gas Detection Upgrade
3212 Chizen Ave, North Las Vegas, NV 89002

10/23/18
Date

Revision Description

1 ISSUE FOR BID

No

APN Number 138-17-301-020

RK Designed

RK Drawn

RG Checked

FF Approved

01/23/18 Issue Date

Project No. N/A

Scale


1M-501

Sheet 8 of 8

Project Status 90% DD

Sheet Title

SEQUENCE OF OPERATIONS AND EQUIPMENT SCHEDULE



FUEL SOLUTIONS
5755 Uplander Way, Suite A
Culver City, CA 90230
310-207-8548

Client

Sub Consultants

Seal

METHANE SENSORS (EAST SIDE) table with columns: Location, Distance to the Controller (ft), Devices Current (A), Voltage drop for Conductor (V), Net voltage. Rows include E510 through E514.

METHANE SENSORS (WEST SIDE) table with columns: Location, Distance to the Controller (ft), Devices Current (A), Voltage drop for Conductor (V), Net voltage. Rows include W101 through W507.

24V DC LOAD CALCULATIONS (EAST SIDE) table with columns: EQUIPMENT, AMP, QTY., TOTAL (Amp). Rows include MAIN CONTROL BOARD, REMOTE 3500 HMI, SENSOR, TRANSMITTER, RELAY CONTROLLER, RS-485 REPEATER MODULE.

120V AC LOAD CALCULATIONS (EAST SIDE) table with columns: ANNUNCIATOR (NON-CONT.), QTY., TOTAL (Amp). Row includes ANNUNCIATOR (NON-CONT.) with QTY 3 and TOTAL 6.

24V DC LOAD CALCULATIONS (WEST SIDE) table with columns: EQUIPMENT, AMP, QTY., TOTAL (Amp). Rows include MAIN CONTROL BOARD, REMOTE 3500 HMI, SENSOR, TRANSMITTER, RELAY CONTROLLER, RS-485 REPEATER MODULE.

120V AC LOAD CALCULATIONS (WEST SIDE) table with columns: ANNUNCIATOR (NON-CONT.), QTY., TOTAL (Amp). Row includes ANNUNCIATOR (NON-CONT.) with QTY 3 and TOTAL 6.

BATTERY & CHARGER SIZING CALCULATIONS (EAST) table with columns: TOTAL AMP (A), BATTERY BACK-UP TIME (H), BATTERY CHARGE TIME (B), BATTERY CHARGER SIZE, DC BATTERY SIZE.

BATTERY & CHARGER SIZING CALCULATIONS (WEST) table with columns: TOTAL AMP (A), BATTERY BACK-UP TIME (H), BATTERY CHARGE TIME (B), BATTERY CHARGER SIZE, DC BATTERY SIZE.

120V AC, 20A, 10KA BREAKER LOAD CALCULATION (EAST) table with columns: 24VDC CONTROL SYSTEM LOAD, ANNUNCIATOR, TOTAL VA.

120V AC, 20A, 10KA BREAKER LOAD CALCULATION (WEST) table with columns: 24VDC CONTROL SYSTEM LOAD, ANNUNCIATOR, TOTAL VA.

GAS MONITORING SPECIFICATIONS:

- 1. CONTRACTOR SHALL FURNISH, INSTALL AND PLACE IN OPERATING CONDITION A GAS MONITORING SYSTEM SUITABLE FOR DETECTING METHANE GAS TO BE MONITORED...
2. THE SYSTEM SHALL BE DESIGNED TO MINIMIZE THE RISK TO PERSONAL AND FACILITIES OF EXPOSURE TO DANGEROUSLY HIGH CONCENTRATIONS OF GASES...
3. PRODUCTS USED IN THE WORK OF THIS SECTION SHALL BE PRODUCED BY MANUFACTURERS REGULARLY ENGAGED IN THE MANUFACTURE OF SIMILAR ITEMS...
4. THE CONTROLLER SHALL BE CSA APPROVED, COMBUSTIBLE GAS TRANSMITTER AND SENSOR SHALL ALSO BE CSA OR FM APPROVED...
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL EQUIPMENT ITEMS AND ACCESSORIES SUPPLIED AS PART OF THE GAS MONITORING SYSTEM ARE COMPATIBLE AND WILL OPERATE AS A COMPLETE WORKING SYSTEM...
6. THE EQUIPMENT SHALL BE THE SEC GAS MONITORING SYSTEM AS MANUFACTURED BY SENSOR ELECTRONICS CORPORATION...
7. ALL EQUIPMENT BE INSTALLED MORE THAN 18" ABOVE THE FLOOR AND MORE THAN 18" BELOW THE CEILING TO AVOID ANY POTENTIALLY CLASSIFIED AREA...
8. MECHANICAL DESIGN AND EQUIPMENT PLACEMENT PERFORMED BY REGISTERED MECHANICAL ENGINEER...
9. PROVIDE WIRING AND CONDUIT FROM GAS DETECTION SYSTEM CONTROL PANEL TO BUILDING AUTOMATION SYSTEM (BAS) PANEL, BY JOHNSON CONTROLS (JCI)...
10. PROVIDE WIRING AND CONDUIT FROM OUTPUT RELAYS OF GAS DETECTION CONTROL PANEL TO EXISTING RELAYS THAT CONTROL EXHAUST FANS THAT PROVIDE ADEQUATE VENTILATION TO GARAGE...

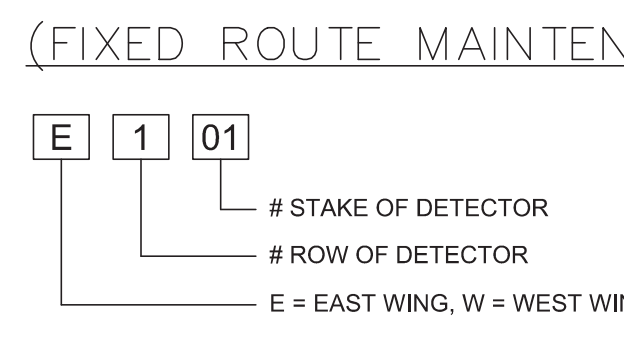
METHANE GAS ALARM SEQUENCE OF OPERATIONS:

- A. GARAGE AREA SENSORS:
1. LOW CONCENTRATION GAS LESS THAN 5,000 PPMV: NORMAL OPERATION
2. MEDIUM CONCENTRATION GAS ABOVE 5,000 PPMV AND LESS THAN 12,500 PPMV
a. NOTIFY PROPERTY MANAGER.
b. ACTIVATE GARAGE VENTILATION EXHAUST FANS.
3. HIGH CONCENTRATION GAS ABOVE 12,500 PPMV:
a. ACTIVATE AUTOVISUAL ALARM.
b. ACTIVATE GARAGE VENTILATION EXHAUST FANS.
c. TRANSMIT SIGNAL TO FIRE DEPARTMENT
d. NOTIFY PROPERTY MANAGER.

GENERAL NOTES:

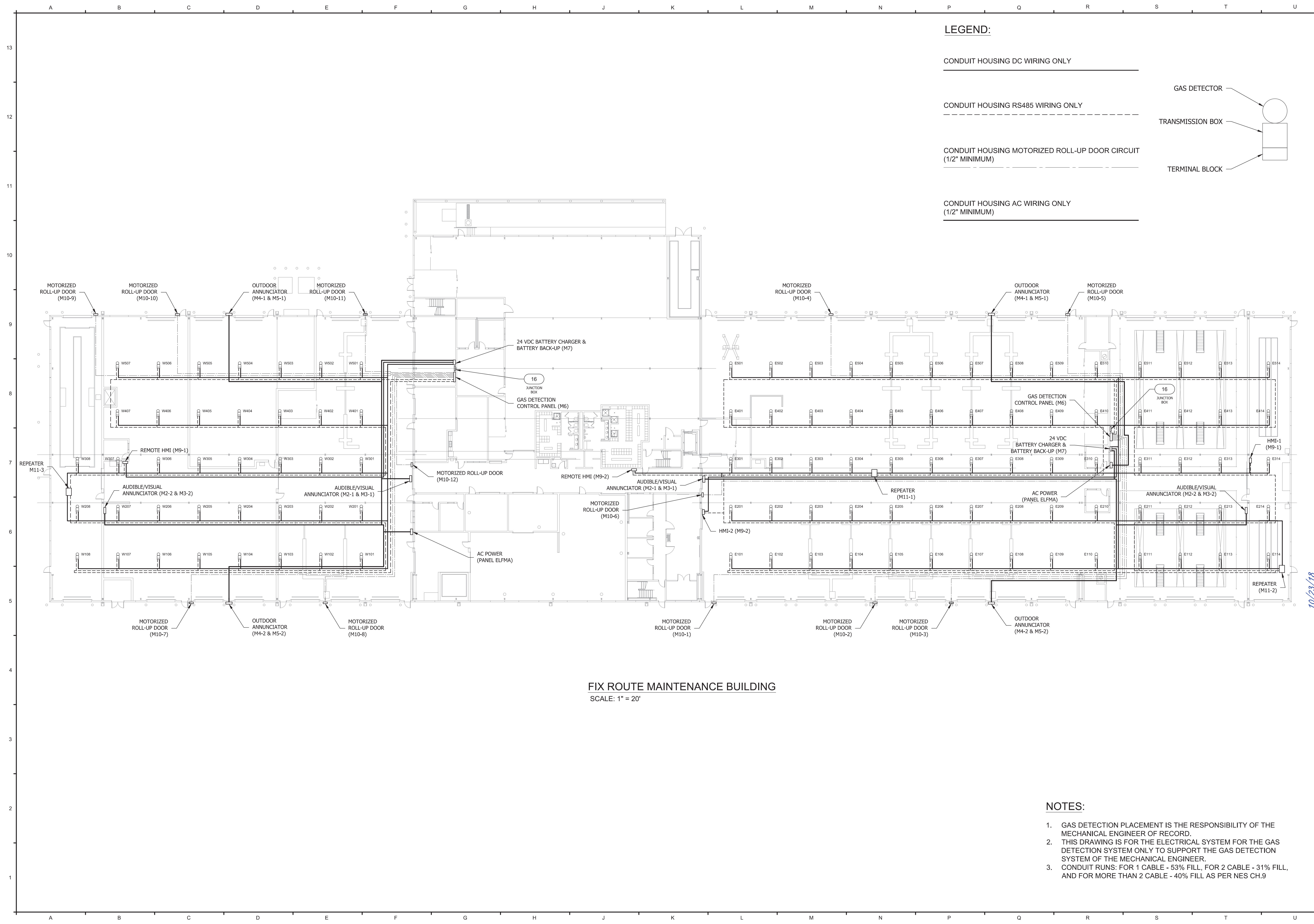
- 1. REFER TO SPECIFICATIONS FOR MATERIALS AND METHODS FOR ELECTRICAL CONSTRUCTION. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 70, LATEST EDITION.
2. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR THE EXACT LOCATION OF ALL CEILING MOUNTED DEVICES.
3. REFER TO ARCHITECTURAL INTERIOR ELEVATION DRAWINGS, WHERE THE ARCHITECT HAS DRAWN SUCH ELEVATIONS, FOR THE LOCATIONS OF ALL WALL MOUNTED DEVICES.
4. MINIMUM SIZE CONDUIT FOR HOMERUNS IS 3/4" C. CONDUIT FILL MAX: 53% FILL FOR 1 CABLE, 31% FILL FOR 2 CABLES, AND 40% FILL FOR MORE THAN 2 CABLES, AS PER NEC.
5. WHERE APPROVAL CODES HAVE BEEN ESTABLISHED BY OSHA, UNDERWRITERS LABORATORY, AMERICAN CODES, ANSI, ASME, ASA, ASHRAE, ASTM, ARI, NEC, NFPA, SMACNA, OR THE STATE FIRE INSURANCE REGULATORY BODY THESE STANDARDS SHALL BE FOLLOWED WHETHER OR NOT INDICATED ON THE DRAWINGS AND SPECIFICATIONS.
6. COORDINATE WORK WITH ARCHITECTURAL FEATURES AND COORDINATE WORK SO THAT INTERFERENCES BETWEEN CONDUITS, LIGHTING, EQUIPMENT, PLUMBING WORK, MECHANICAL WORK, AND BUILDING STRUCTURE WILL BE AVOIDED.
7. ALL EMERGENCY ELECTRICAL SYSTEM COMPONENTS, PANELBOARDS, DISCONNECT SWITCHES, AUTOMATIC TRANSFER SWITCHES, ETC. SHALL BE IDENTIFIED WITH A RED ENGRAVED IDENTIFICATION NAMEPLATE.
8. SENSORS TO BE SOLIDLY MOUNTED USING ALL THREAD AND UNISTRUT, WITHIN +/- "X" AMOUNT OF FEET TO THE LOCATION SHOWN ON THE DRAWING.
9. SENSOR SHALL BE INSTALLED IN LOCATIONS SHOWN ON DRAWING XX. ENGINEER'S APPROVAL REQUIRED FOR DEVIATION.
10. SYSTEM CONNECTED TO AC DISTRIBUTION PANEL DESIGNATED AS BACKUP ON ONE-LINE DIAGRAMS. PER DIRECTION, 40 MINUTE BACKUP TIMEFRAME USED. 4 HOUR CHARGING TIME USED FOR DESIGN.

DETECTOR ID LEGEND (FIXED ROUTE MAINTENANCE):



BILL OF MATERIAL table with columns: FACILITY, SYMBOL, EQUIPMENT, DESCRIPTION, QTY, TOTAL, PRODUCT. Rows include BATTERY CHARGER, BATTERY, SEC-3500 HMI, REMOTE 3500 HMI, 8 RELAY CONTROLLER, DIGITAL GAS TRANSMITTER, VISIBLE ALARM INDOOR, AUDIBLE ALARM INDOOR, VISIBLE ALARM OUTDOOR, AUDIBLE ALARM OUTDOOR, TUBING TERMINAL CABINET, RS-485 REPEATER, FUSE TERMINAL BLOCK, TERMINAL BLOCK, DIN RAIL, END COVER, METAL JUNCTION BOX, METAL JUNCTION BOX, DC CABLE, RS 485, AC CABLE.

Vertical sidebar containing project information: RTC Integrated Bus Maintenance Facility (IBMF) Maintenance Garage Gas Detection Upgrade, 3212 Clitzen Ave, North Las Vegas, NV 89032. Includes logos for RTC, EPS Engineering & Design, and Fuel Solutions. Also contains a revision table and a title block with project name, sheet number (1E-011), and date (01/15/18).



FIX ROUTE MAINTENANCE BUILDING
SCALE: 1" = 20'

LEGEND:

- CONDUIT HOUSING DC WIRING ONLY
 - CONDUIT HOUSING RS485 WIRING ONLY
 - CONDUIT HOUSING MOTORIZED ROLL-UP DOOR CIRCUIT (1/2" MINIMUM)
 - CONDUIT HOUSING AC WIRING ONLY (1/2" MINIMUM)
- GAS DETECTOR

TRANSMISSION BOX

TERMINAL BLOCK

NOTES:

1. GAS DETECTION PLACEMENT IS THE RESPONSIBILITY OF THE MECHANICAL ENGINEER OF RECORD.
2. THIS DRAWING IS FOR THE ELECTRICAL SYSTEM FOR THE GAS DETECTION SYSTEM ONLY TO SUPPORT THE GAS DETECTION SYSTEM OF THE MECHANICAL ENGINEER.
3. CONDUIT RUNS: FOR 1 CABLE - 53% FILL, FOR 2 CABLE - 31% FILL, AND FOR MORE THAN 2 CABLE - 40% FILL AS PER NES CH.9

10/23/18	ISSUED FOR BID	10/23/18	100% PLAN CHECK #1	7/29/18	ISSUED FOR CONSTRUCTION	4/9/18	Revision Description
2	1	0	0	No	No	No	No

RTIC Intergrated Bus Maintenance Facility (BMF)
Maintenance Garage Gas Detection Upgrade
3212 Citizen Ave, North Las Vegas, NV 89032

APN Number 138-17-301-020

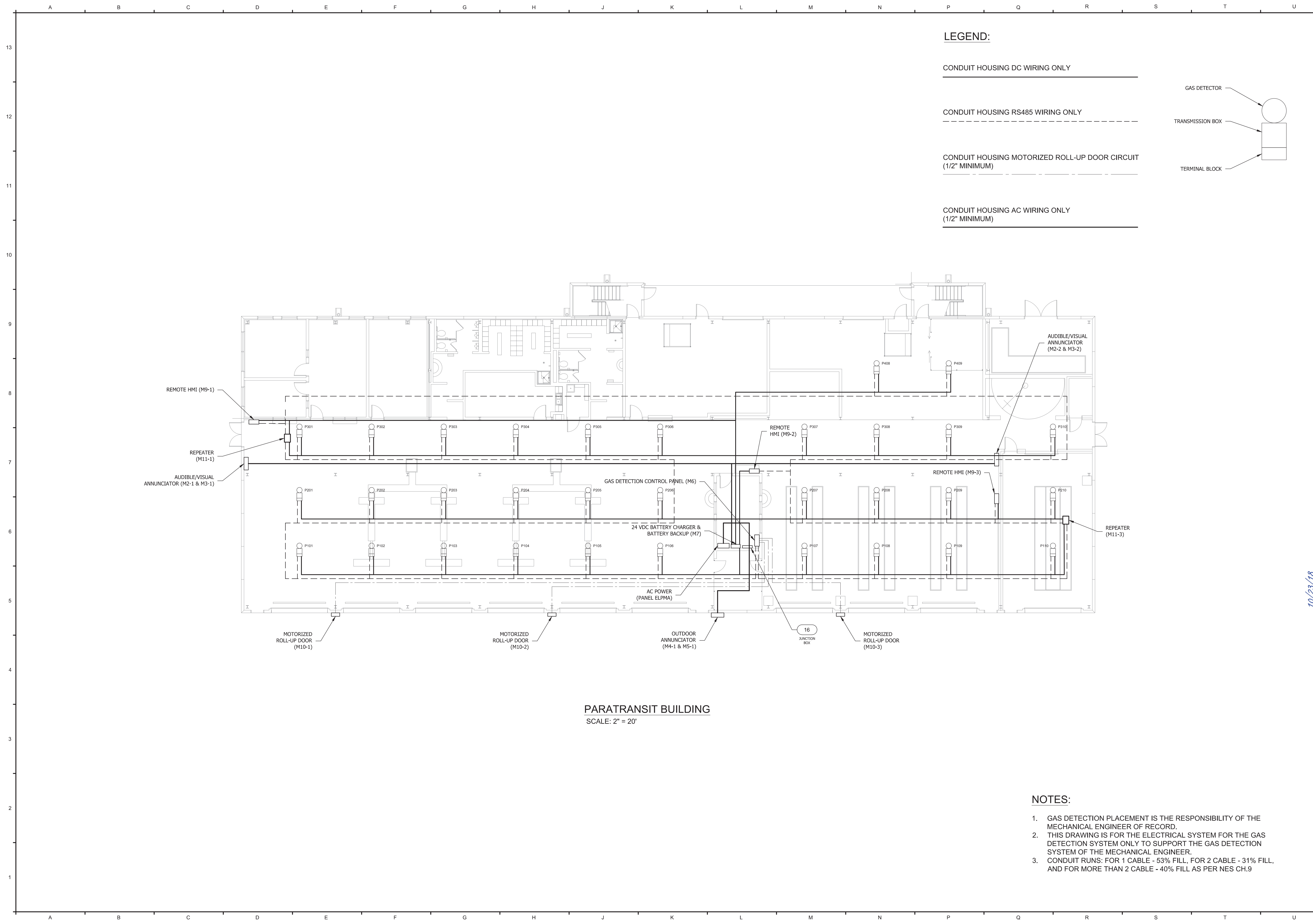
Client: Client

Sub-Consultants: Sub-Consultants

10/23/18

RTIC INTEGRATED BUS MAINTENANCE FACILITY (BMF)	Project No. N/A	Scale 1" = 20'	Sheet 1 of 1	Project Status XXX
FIXED ROUTE MAINTENANCE BUILDING				
CONDUIT CEILING PLAN				

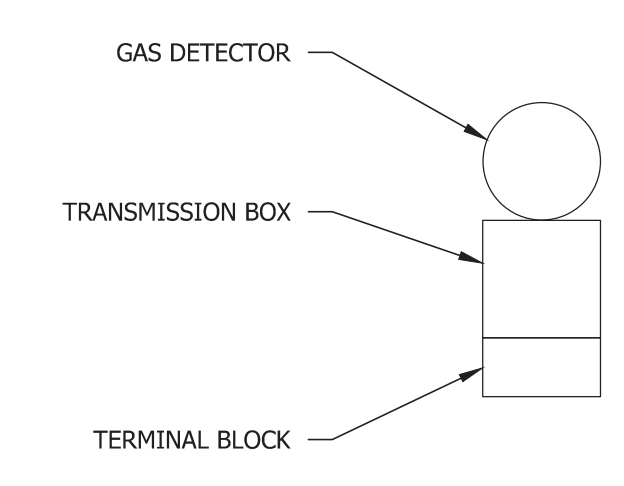
Issue Date: 01/23/18



PARATRANSIT BUILDING
SCALE: 2" = 20'

LEGEND:

- CONDUIT HOUSING DC WIRING ONLY
- CONDUIT HOUSING RS485 WIRING ONLY
- CONDUIT HOUSING MOTORIZED ROLL-UP DOOR CIRCUIT (1/2" MINIMUM)
- CONDUIT HOUSING AC WIRING ONLY (1/2" MINIMUM)



NOTES:

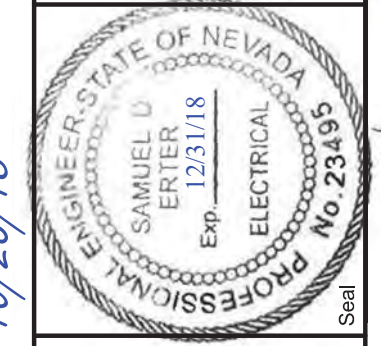
1. GAS DETECTION PLACEMENT IS THE RESPONSIBILITY OF THE MECHANICAL ENGINEER OF RECORD.
2. THIS DRAWING IS FOR THE ELECTRICAL SYSTEM FOR THE GAS DETECTION SYSTEM ONLY TO SUPPORT THE GAS DETECTION SYSTEM OF THE MECHANICAL ENGINEER.
3. CONDUIT RUNS: FOR 1 CABLE - 53% FILL, FOR 2 CABLE - 31% FILL, AND FOR MORE THAN 2 CABLE - 40% FILL AS PER NES CH.9

No.	Revision Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Intergrated Bus Maintenance Facility (BMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032
 APN Number 135-17-301-020



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 NO REPRODUCTION OR TRANSMISSION OF THIS DRAWING OR ANY OTHER PARTS HEREOF WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
 Sub-Consultants



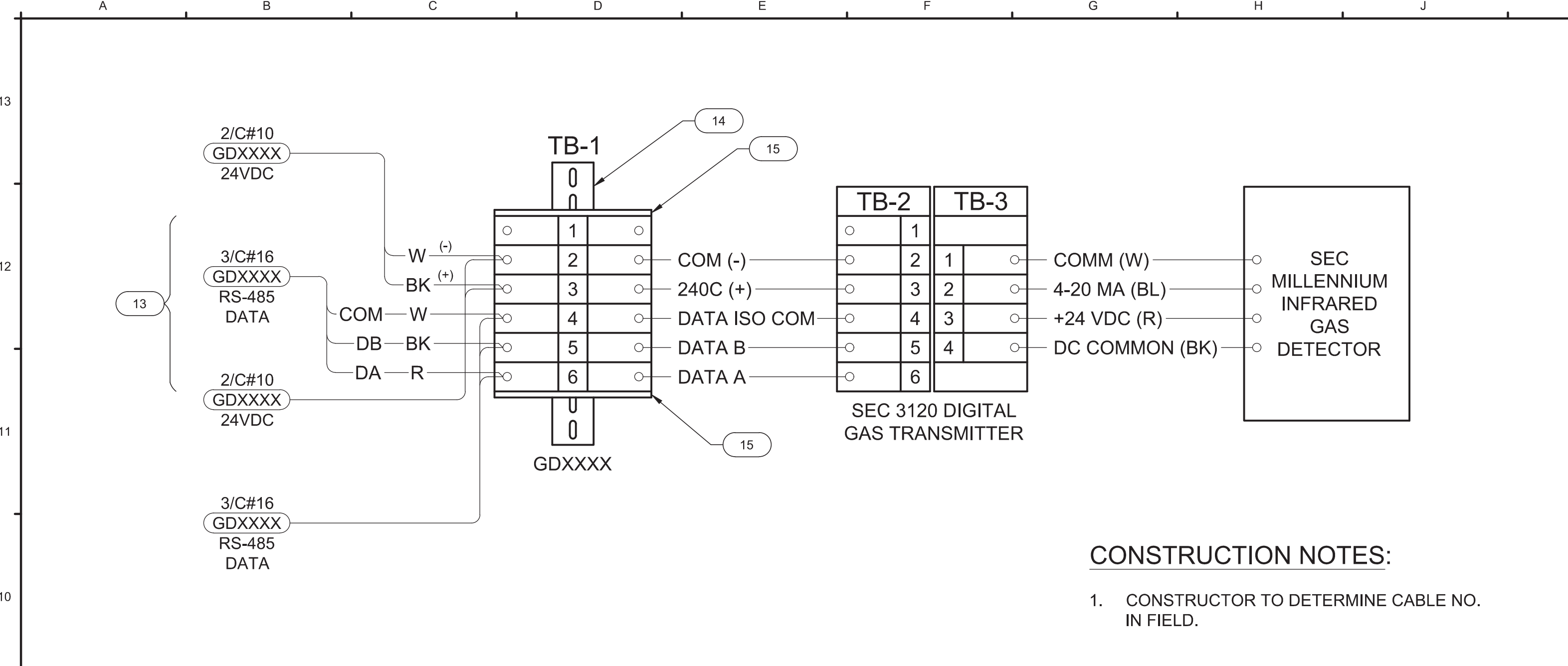
RTC INTEGRATED BUS MAINTENANCE FACILITY (BMF)
 PARATRANSIT BUILDING
 CONDUIT CEILING PLAN
 Sheet Title

Project No.	N/A
Scale	2" = 20'
Sheet No.	1E-121
Sheet 1 of 1	
Project Status	XXX

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

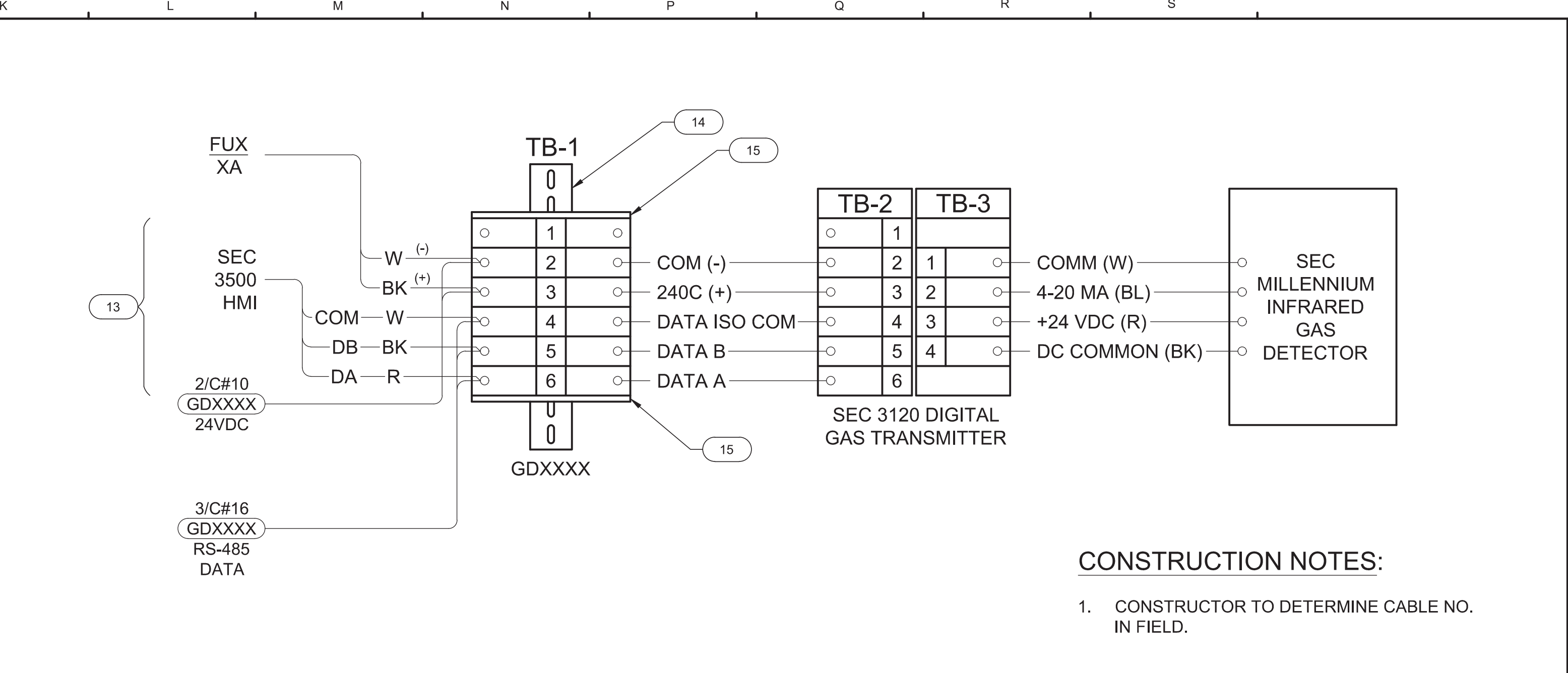
10/23/18

Samuel D. Ester



CONSTRUCTION NOTES:

1. CONSTRUCTOR TO DETERMINE CABLE NO. IN FIELD.

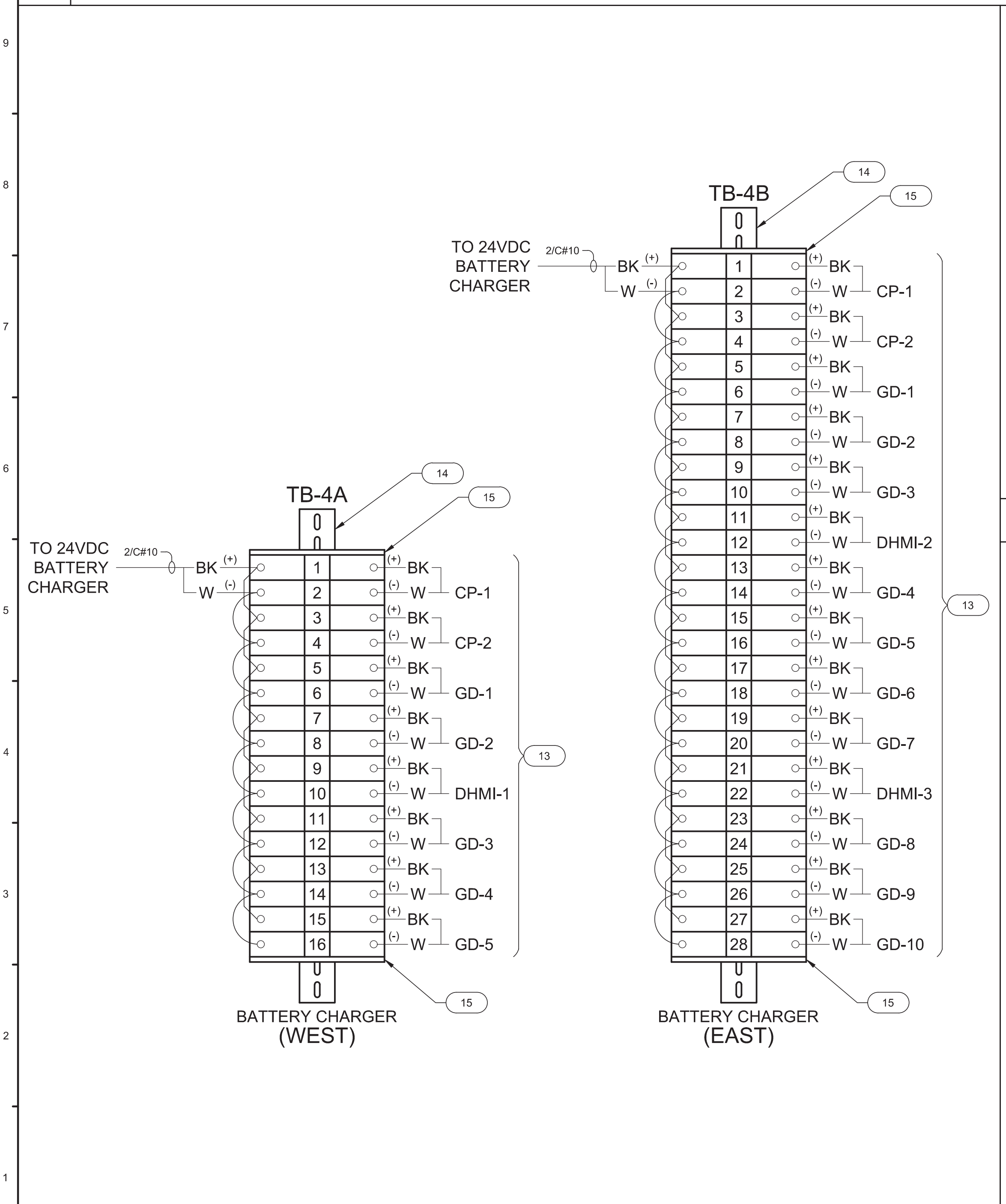


CONSTRUCTION NOTES:

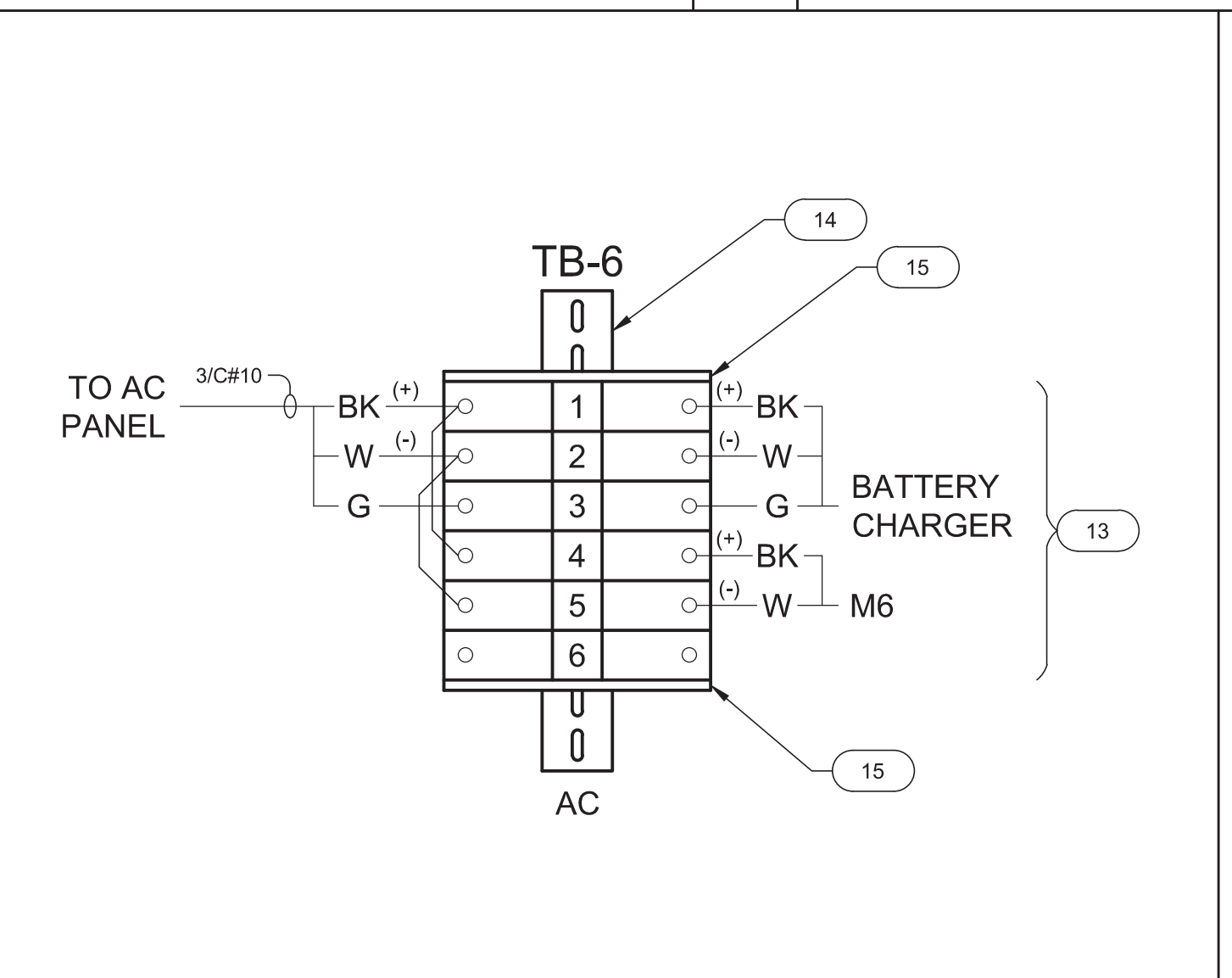
1. CONSTRUCTOR TO DETERMINE CABLE NO. IN FIELD.

1 TERMINAL BLOCKS - SENSOR TO SENSOR

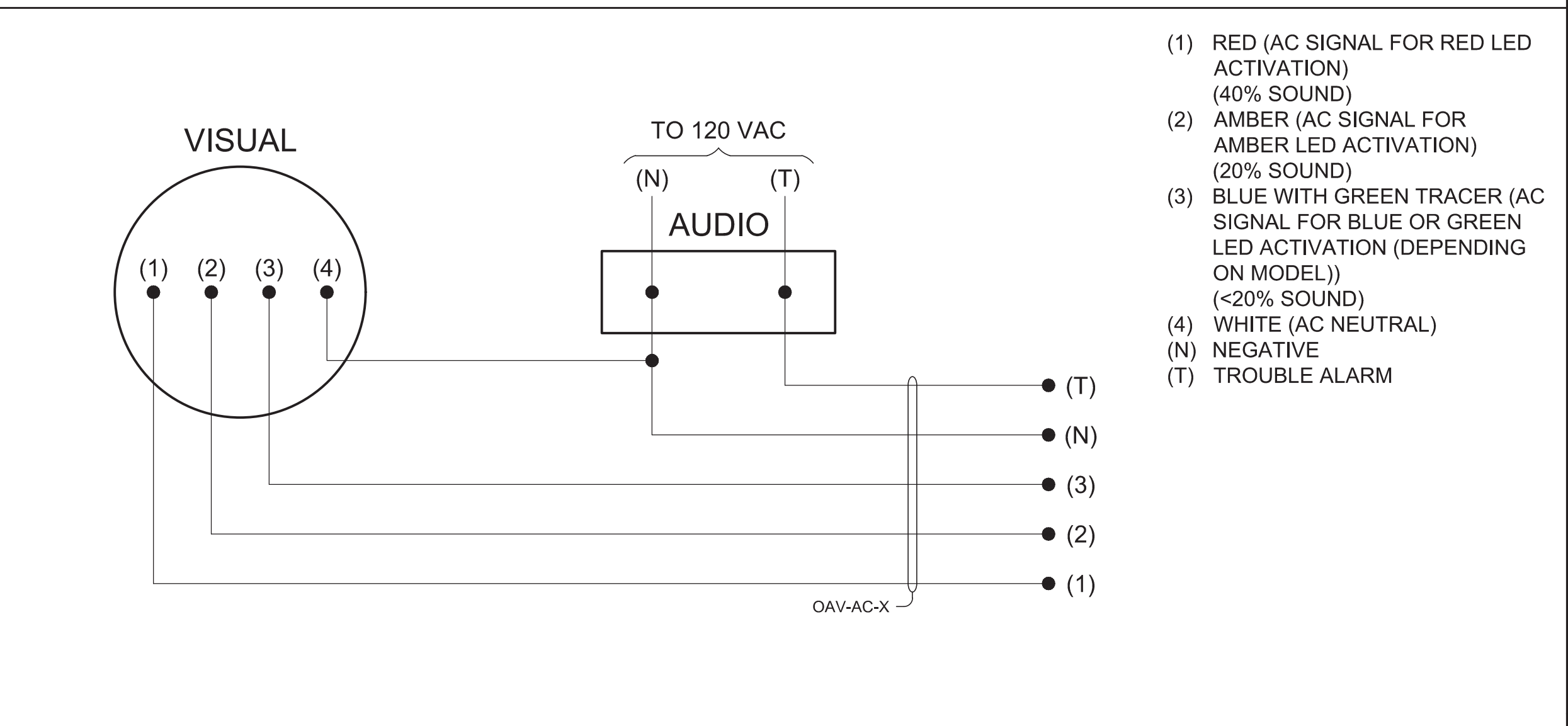
2 TERMINAL BLOCKS - BATTERY CHARGER/HMI TO SENSOR



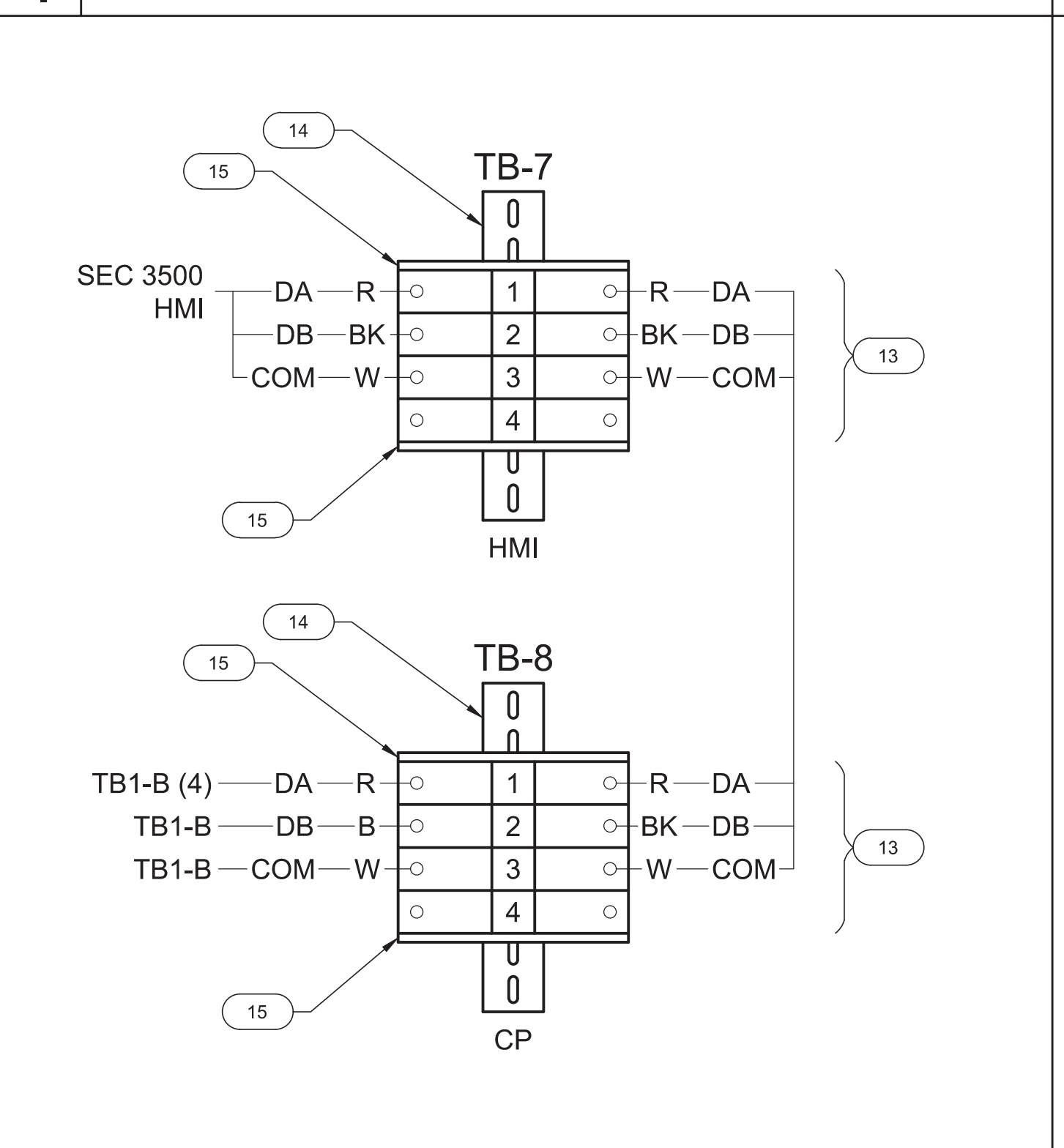
3 TERMINAL BLOCK - BATTERY CHARGER & RELAY CONTROLLER



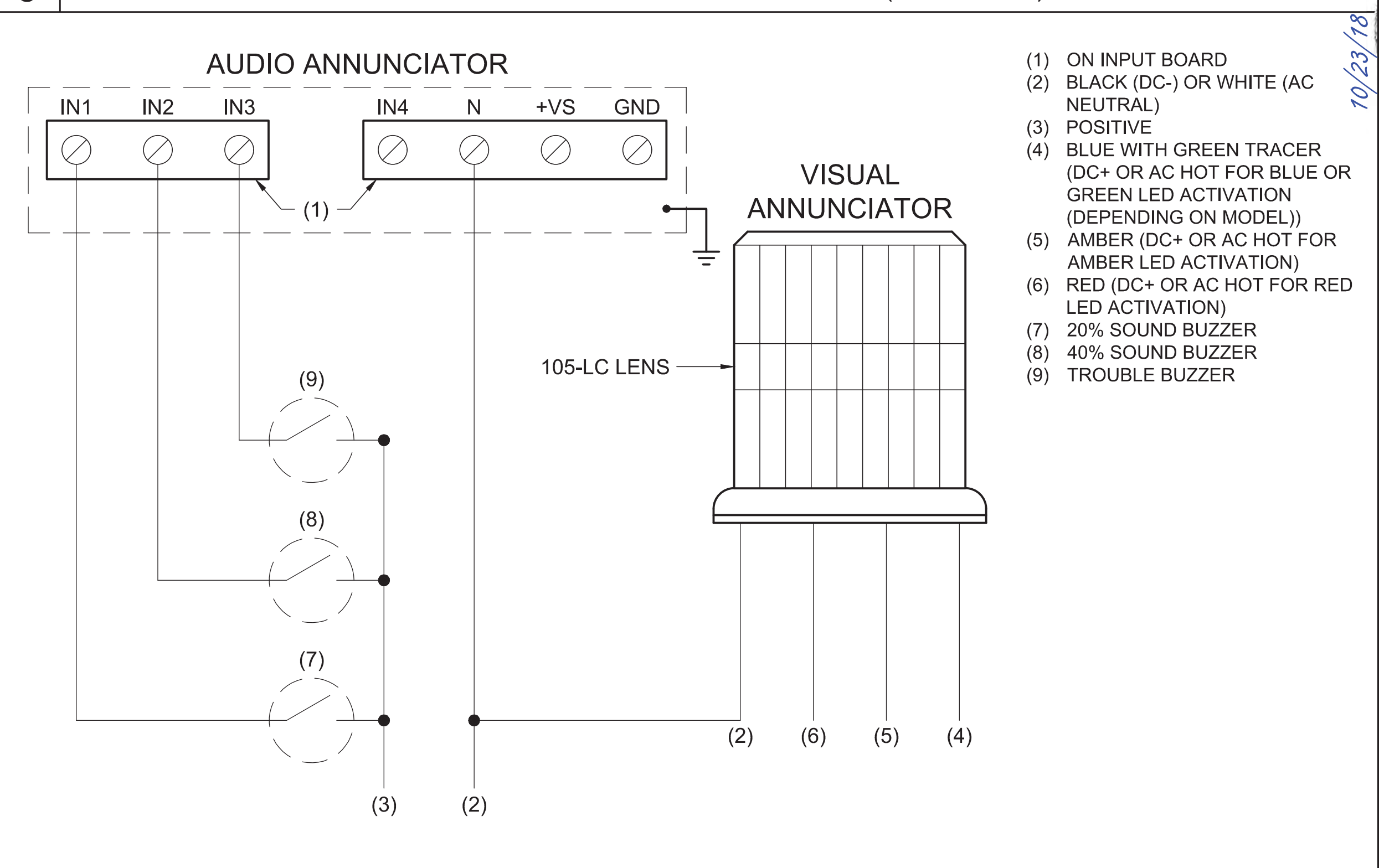
4 AC TERMINAL BLOCK



5 WIRING 105XBRI CHAMELEON SERIES AV ANNUNCIATOR (OUTDOOR)



6 TERMINAL BLOCK - HMI TO CP



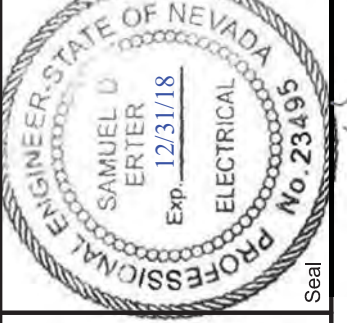
7 WIRING 105XBRI CHAMELEON SERIES AV ANNUNCIATOR (INDOOR)

Revision	Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032



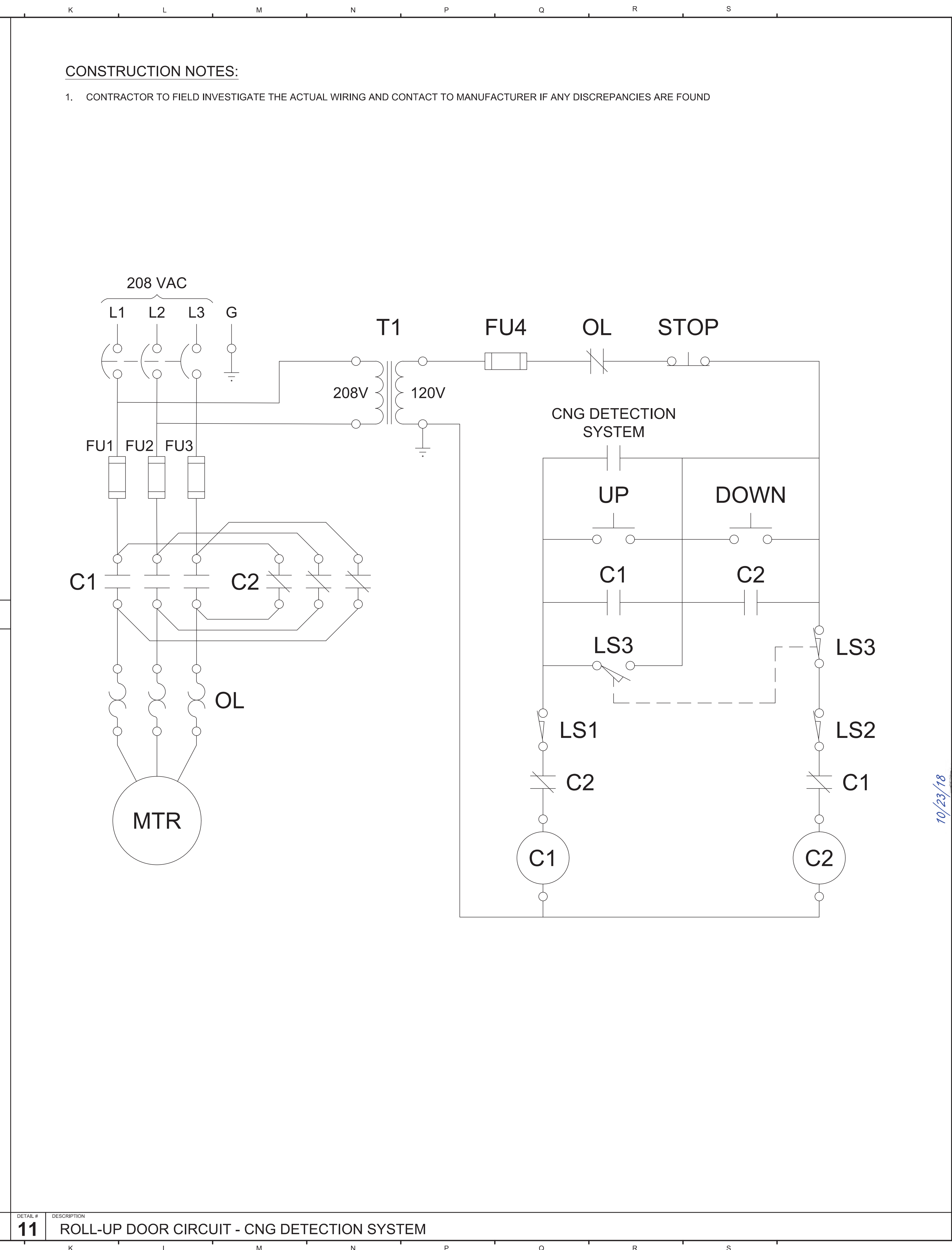
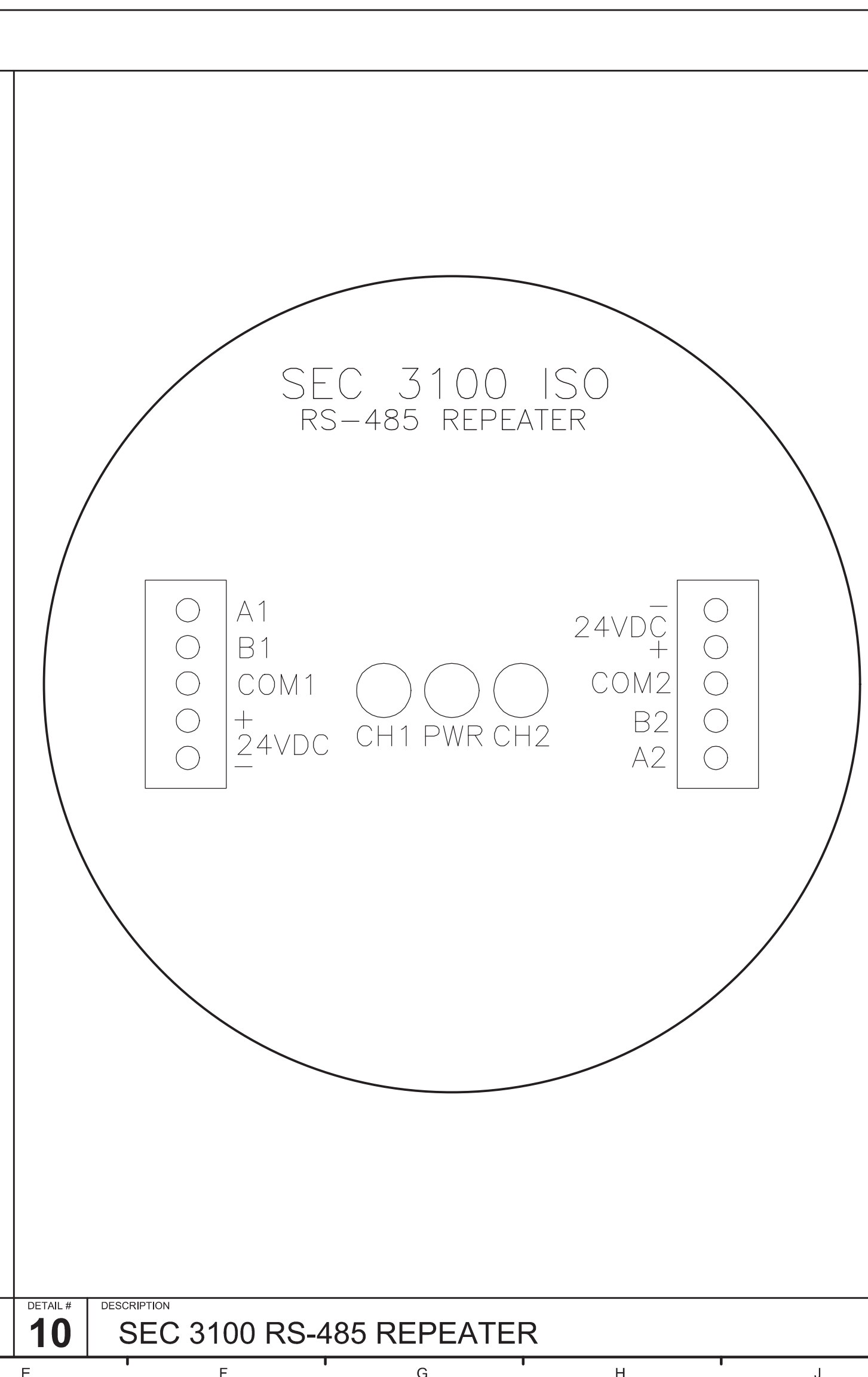
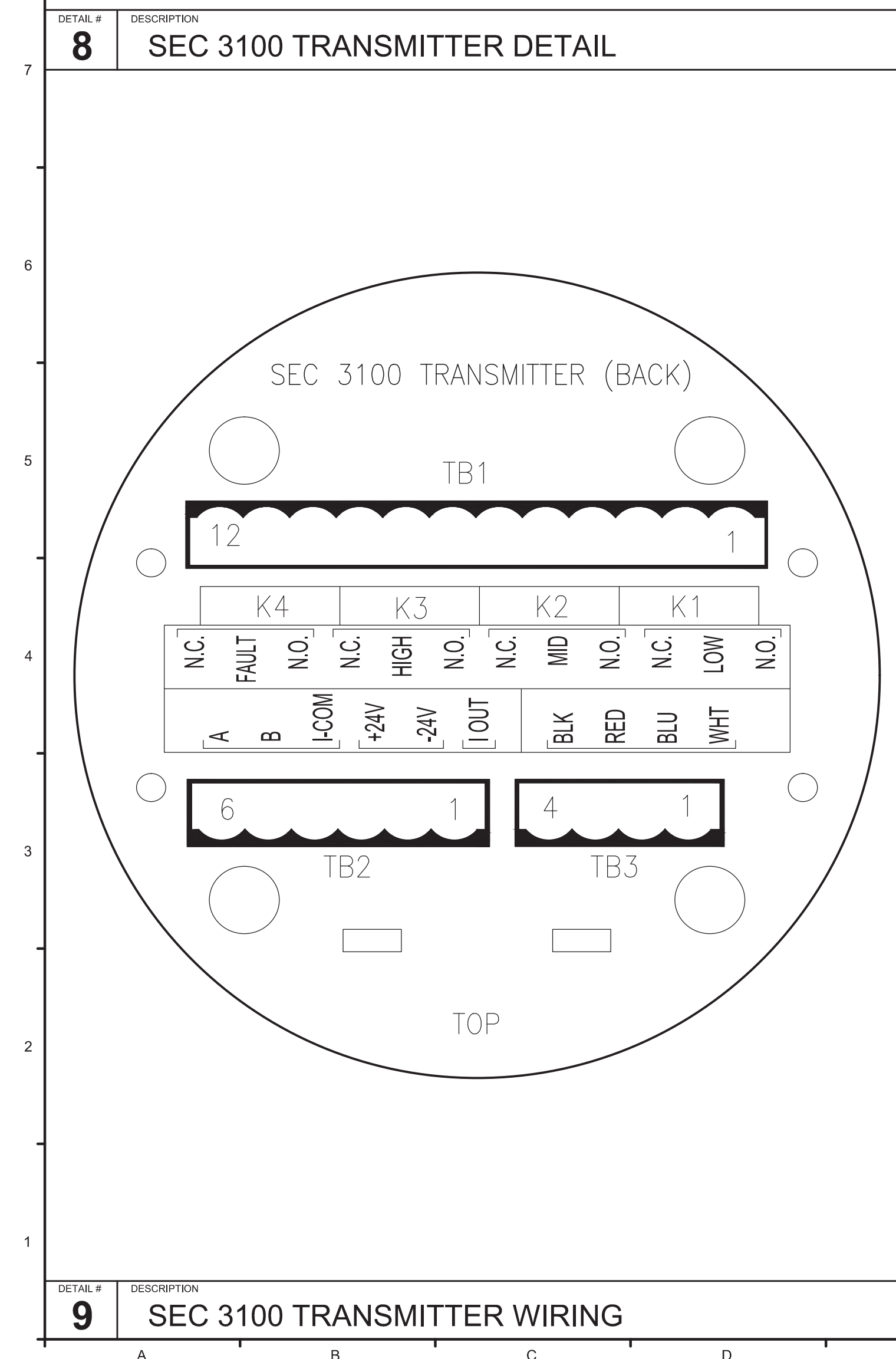
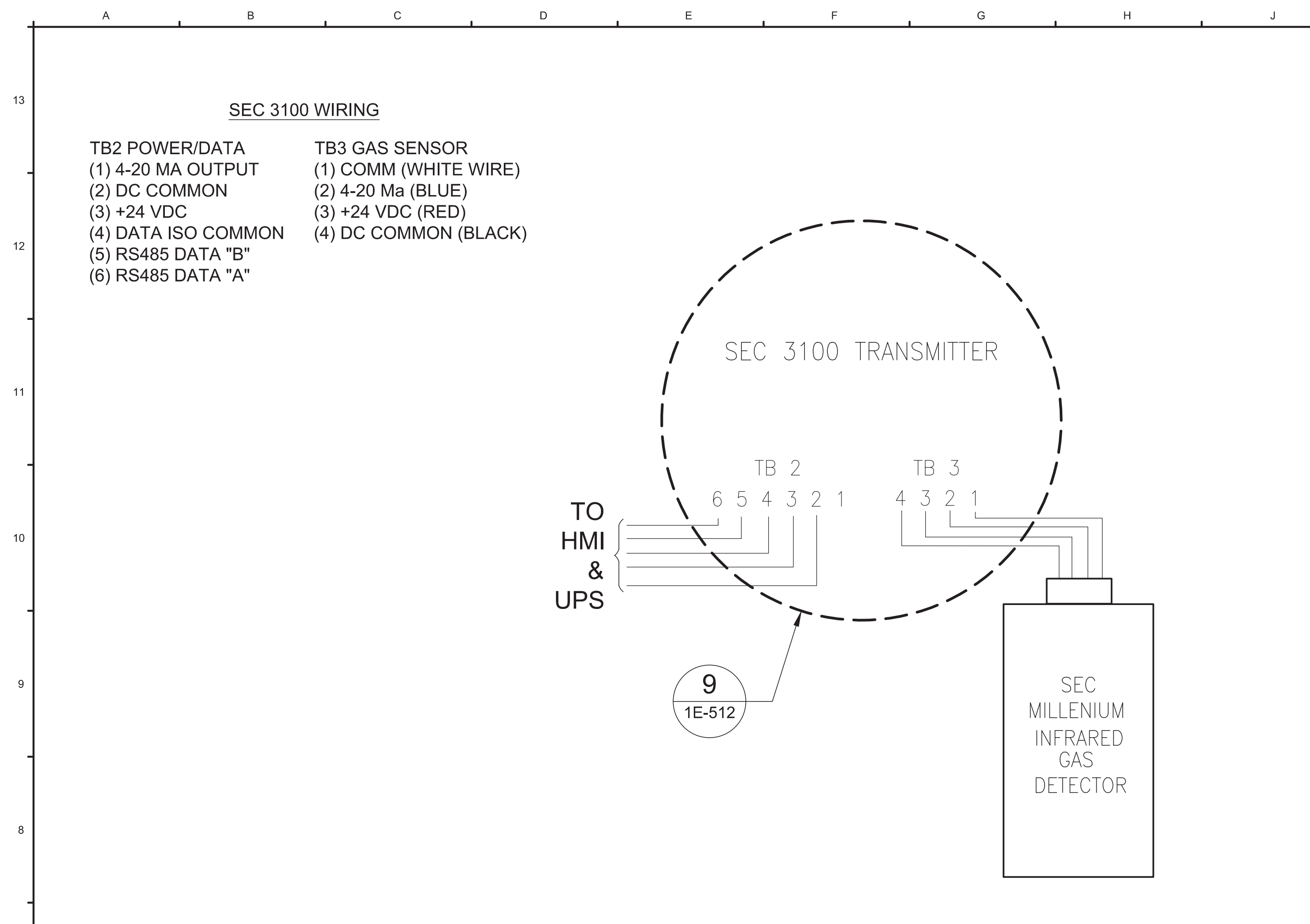
EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS CONTENTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.



RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
 FIXED ROUTE MAINTENANCE BUILDING
 ELECTRICAL DETAILS

Project No.	N/A
Scale	NO SCALE
Sheet No.	1E-511
Sheet 1 of 1	
Project Status	XXX

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548



DETAIL # 9 DESCRIPTION: SEC 3100 TRANSMITTER WIRING

DETAIL # 11 DESCRIPTION: ROLL-UP DOOR CIRCUIT - CNG DETECTION SYSTEM

10/26/18	ISSUED FOR BID	2					Date
7/29/18	100% PLAN CHECK #1	1					Date
4/9/18	ISSUED FOR CONSTRUCTION	0					Date
No.	Revision Description	No.					Date

RTC Intergrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032

APN Number 135-17-301-020

Client

Client

Sub-Consultants

EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 NO REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT IS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

Professional Engineer Seal

Professional Engineer Seal

RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)

Sheet Title

ELECTRICAL DETAILS

Project No. N/A

Scale

NO SCALE

Scale

Sheet No.

1E-512

Sheet 1 of 1

Project Status

XXX

ADS
Drawn

Project Date

2/5/2018

RVE
Checked

Issue Date

2/5/2018

SDE
Approved

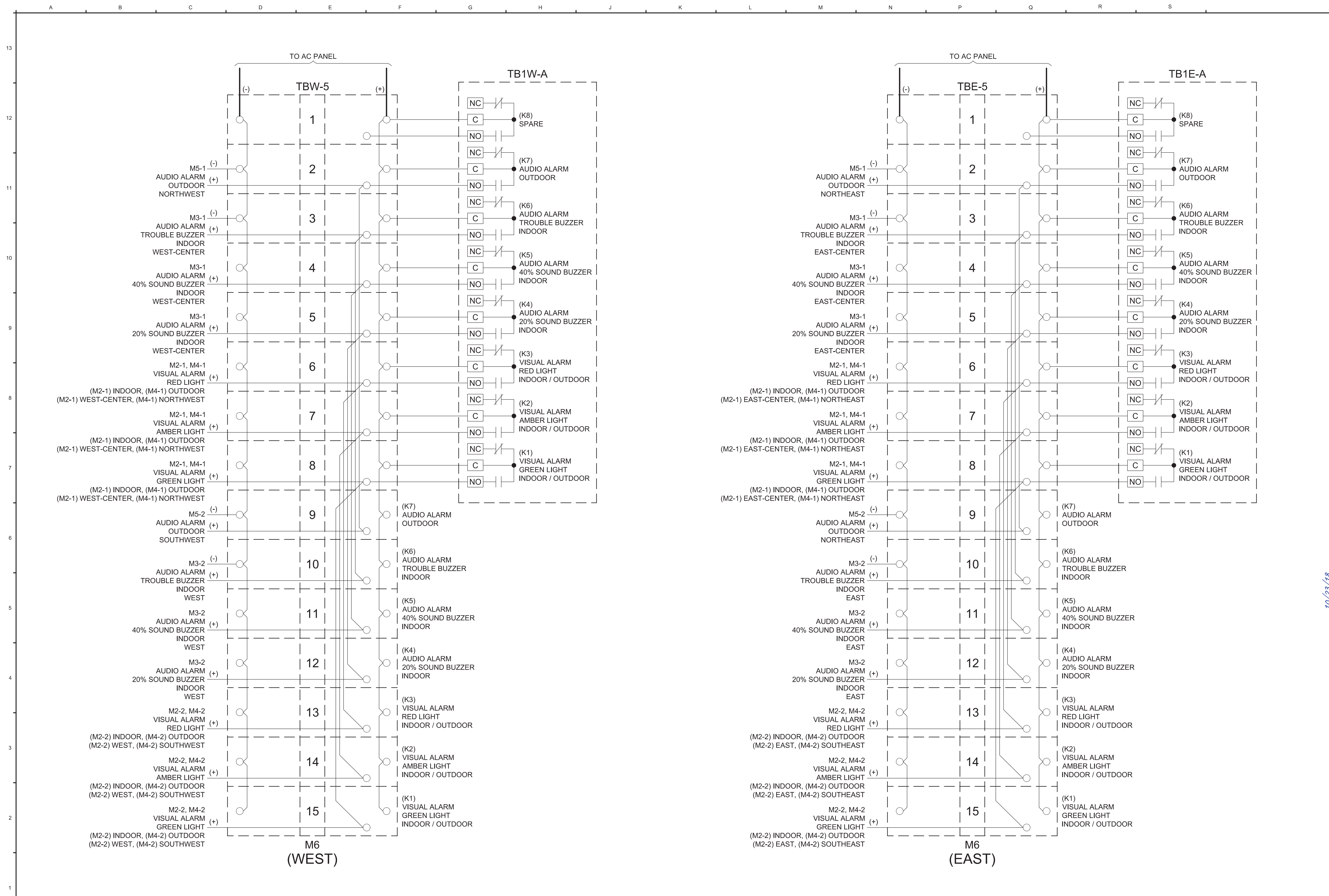
Issue Date

2/5/2018

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

Sheet Title

ELECTRICAL DETAILS



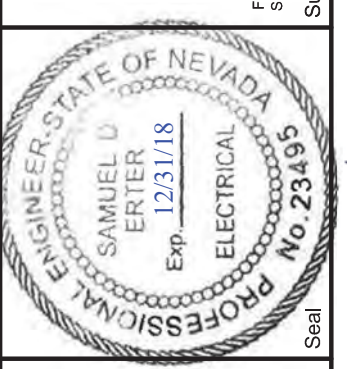
DETAIL #	DESCRIPTION
12	CONTROL PANEL & RELAYS TERMINAL BLOCK

No.	Revision Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS CONTENTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

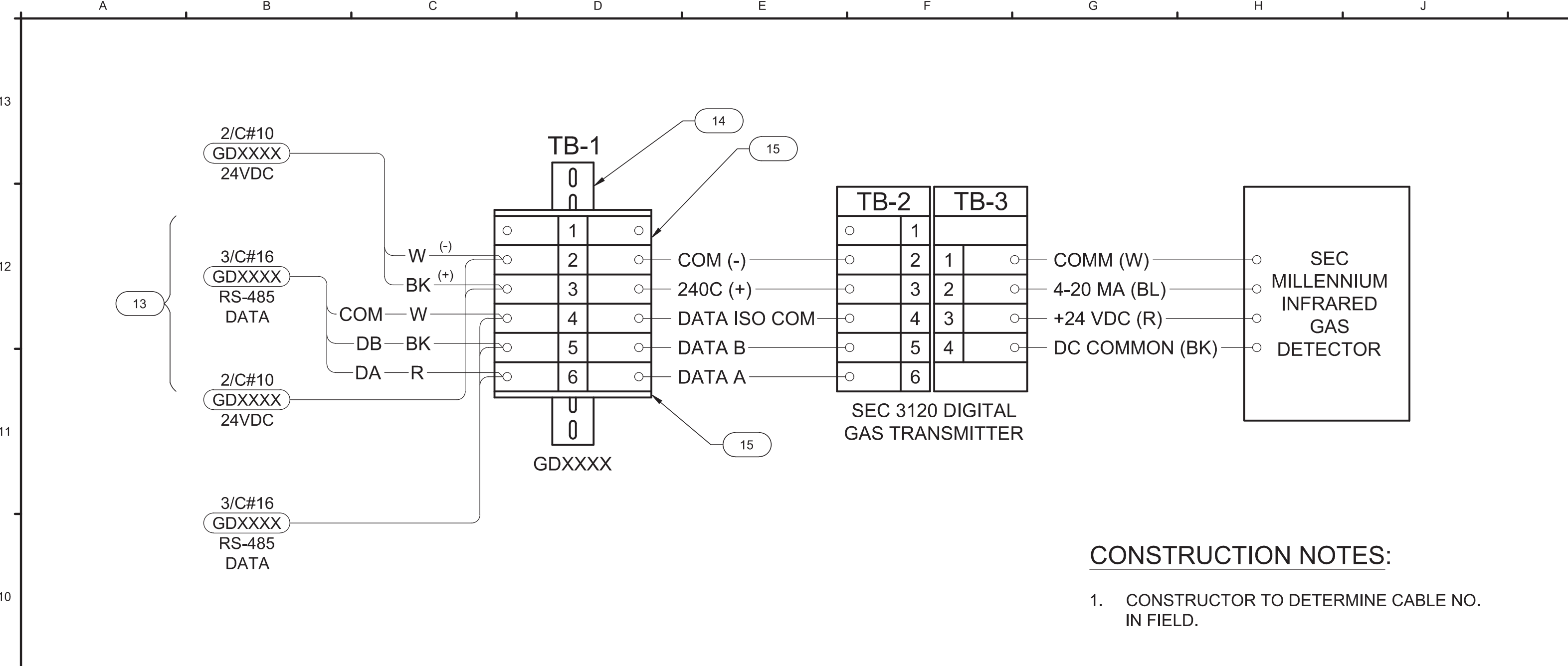


RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
 FIXED ROUTE MAINTENANCE BUILDING
 ELECTRICAL DETAILS

Project No.	N/A
Scale	NO SCALE
Sheet No.	1E-513
Sheet 1 of 1	
Project Status	XXX

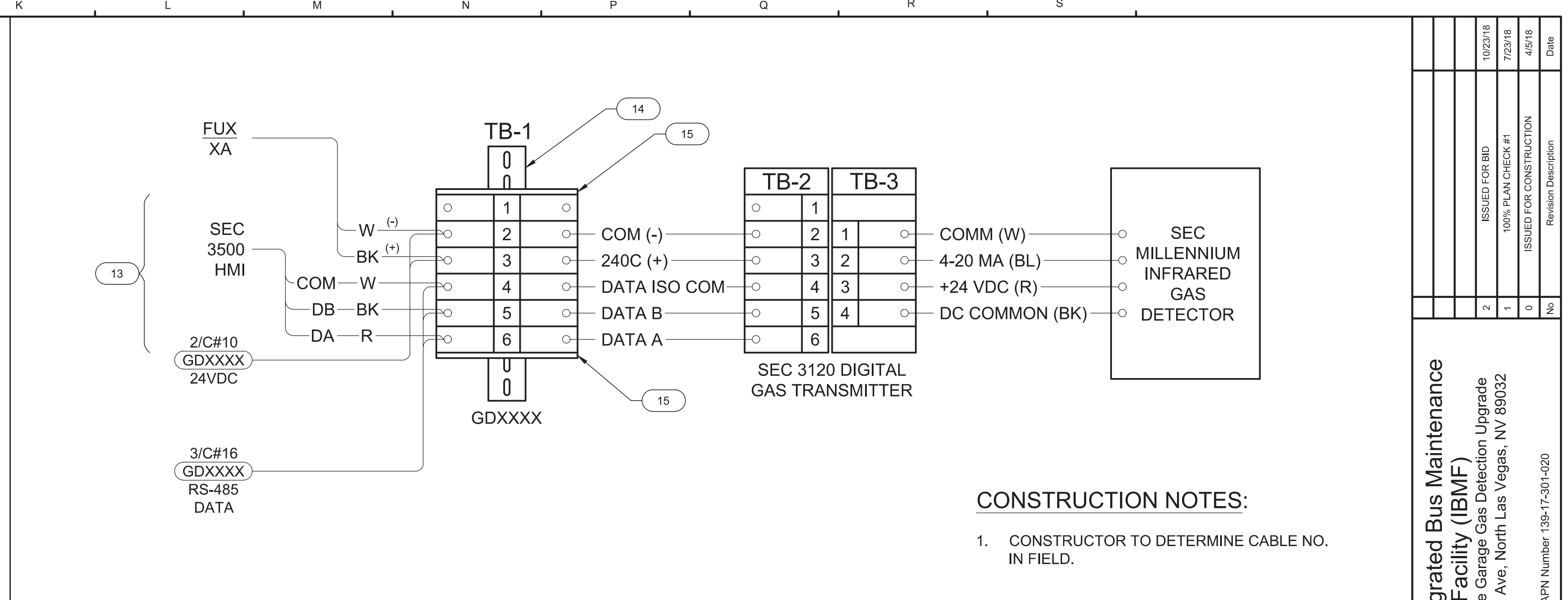
FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

ADS	Drawn	Checked	Approved	Issue Date
	RVE	SDE		2/5/2018



CONSTRUCTION NOTES:

1. CONSTRUCTOR TO DETERMINE CABLE NO. IN FIELD.

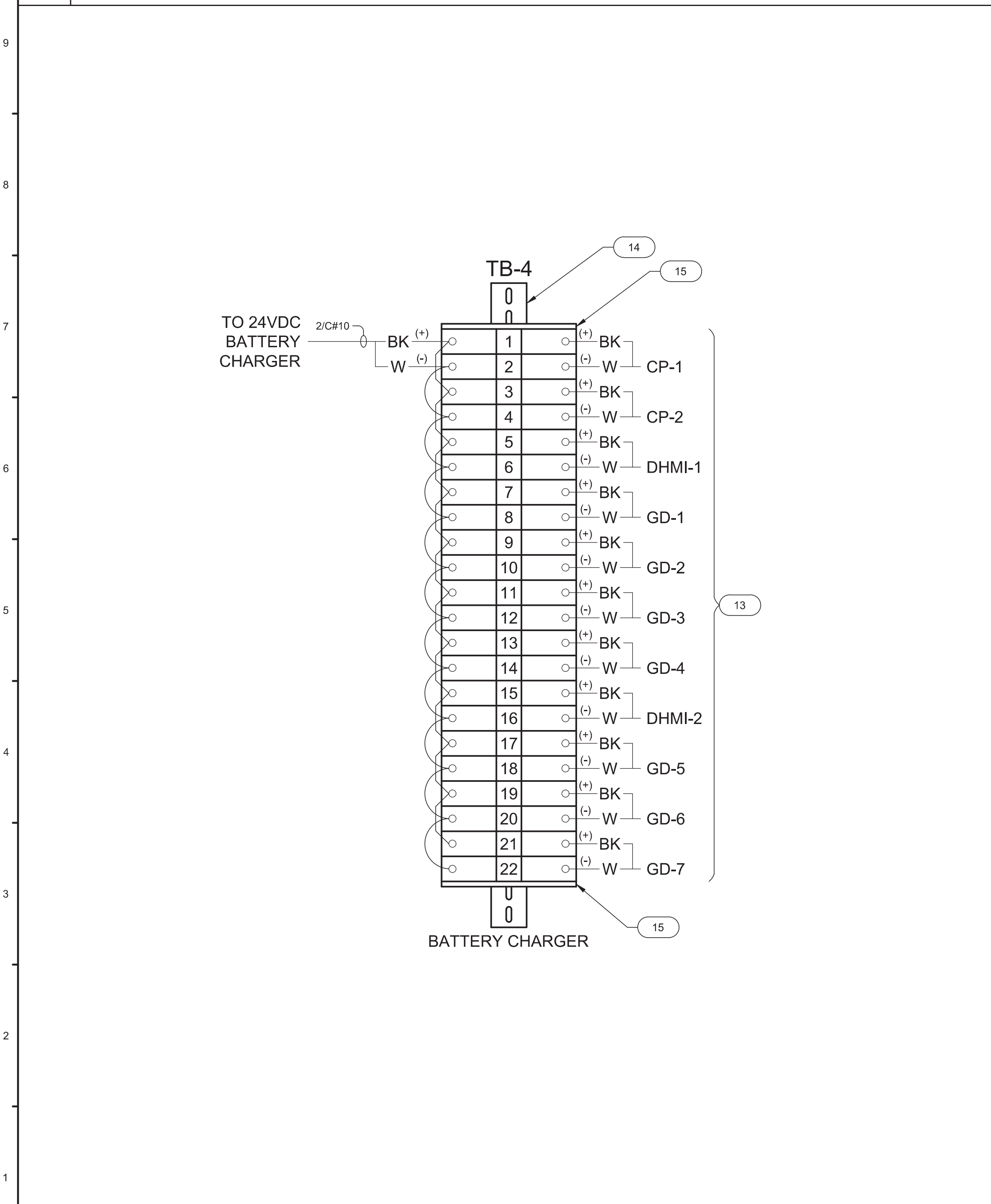


CONSTRUCTION NOTES:

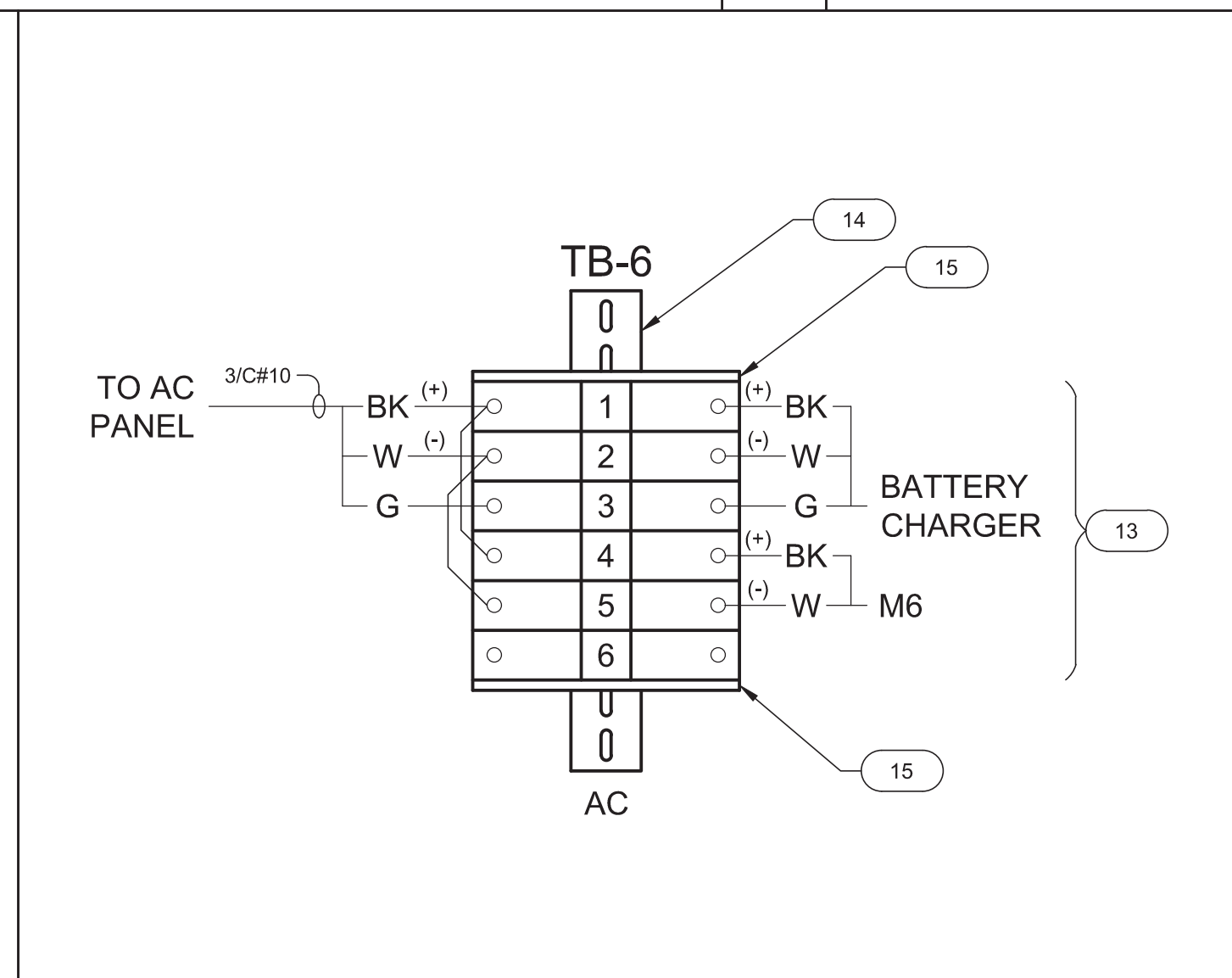
1. CONSTRUCTOR TO DETERMINE CABLE NO. IN FIELD.

1 TERMINAL BLOCKS - SENSOR TO SENSOR

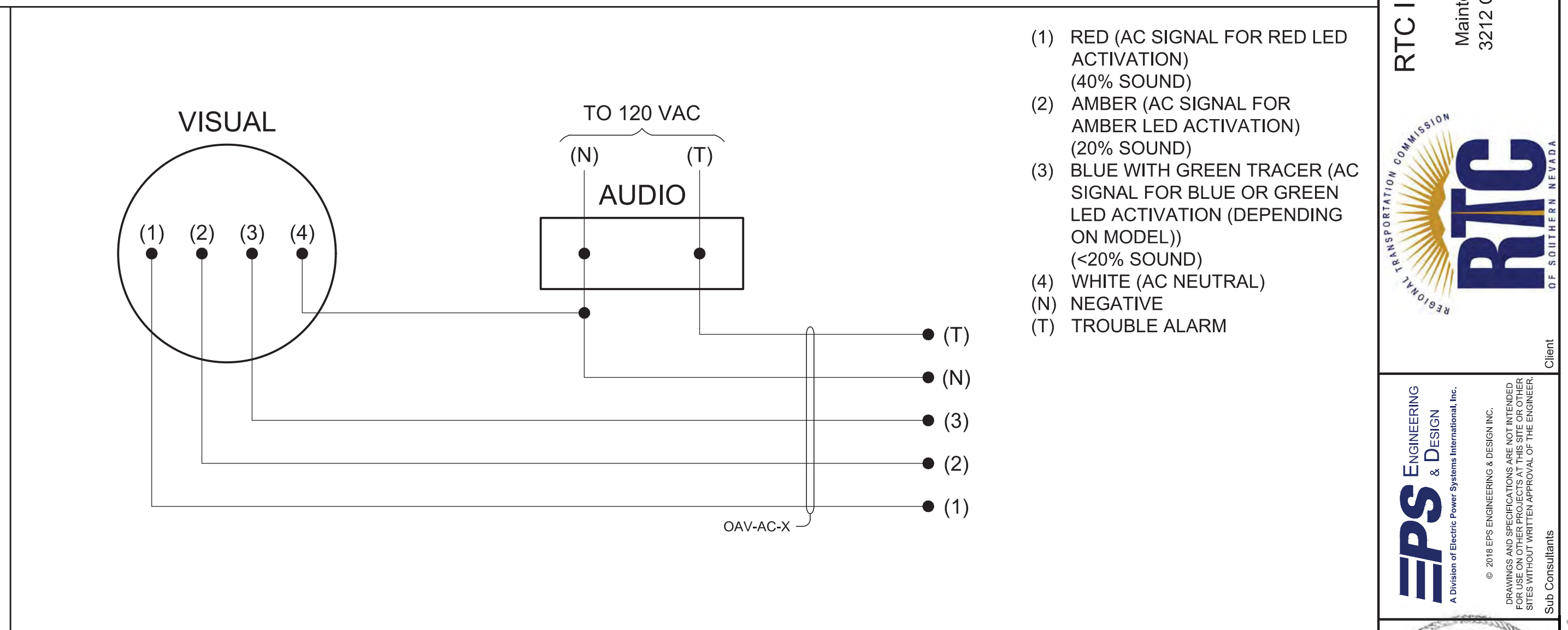
2 TERMINAL BLOCKS - BATTERY CHARGER/HMI TO SENSOR



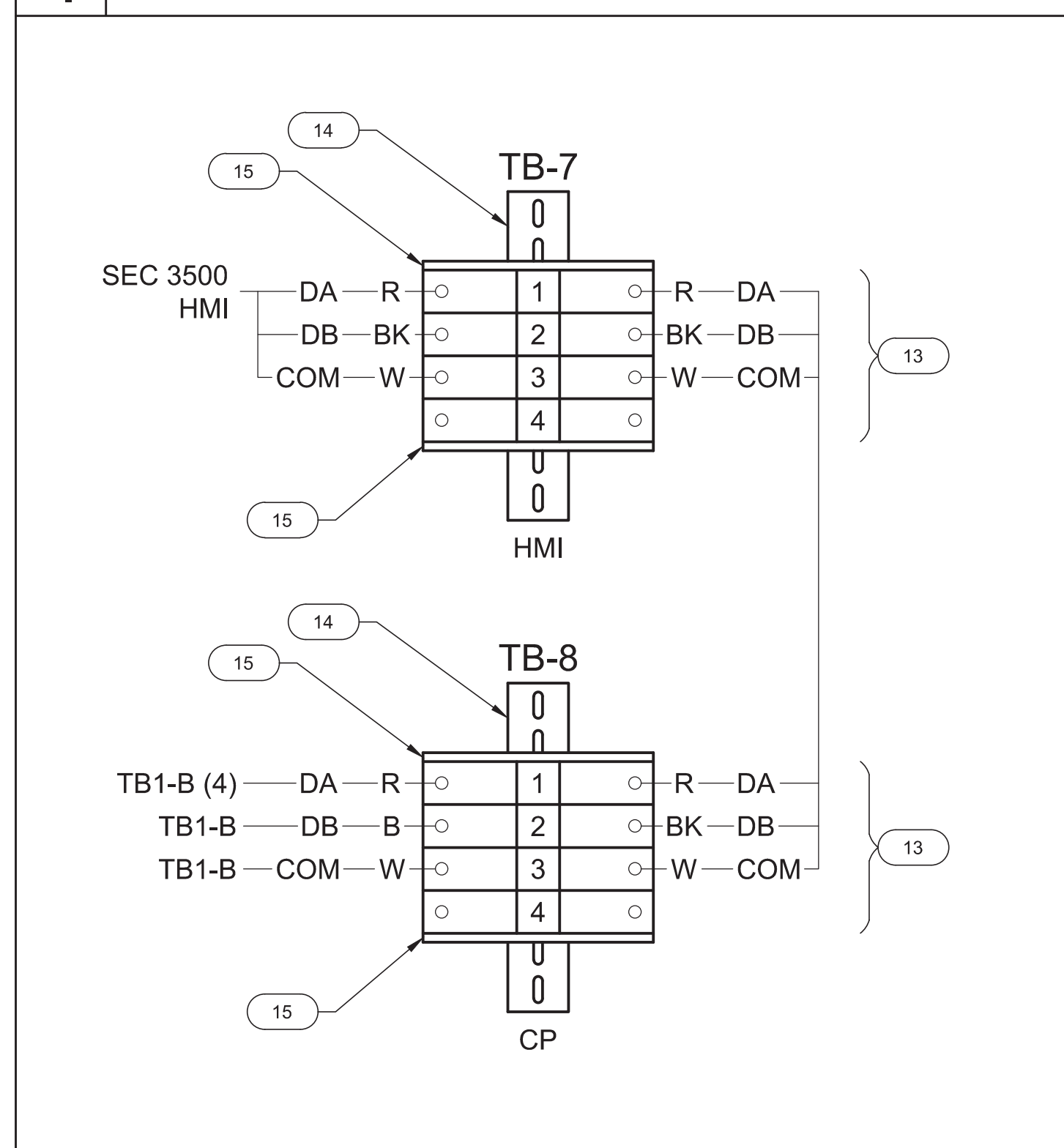
3 TERMINAL BLOCK - BATTERY CHARGER & RELAY CONTROLLER



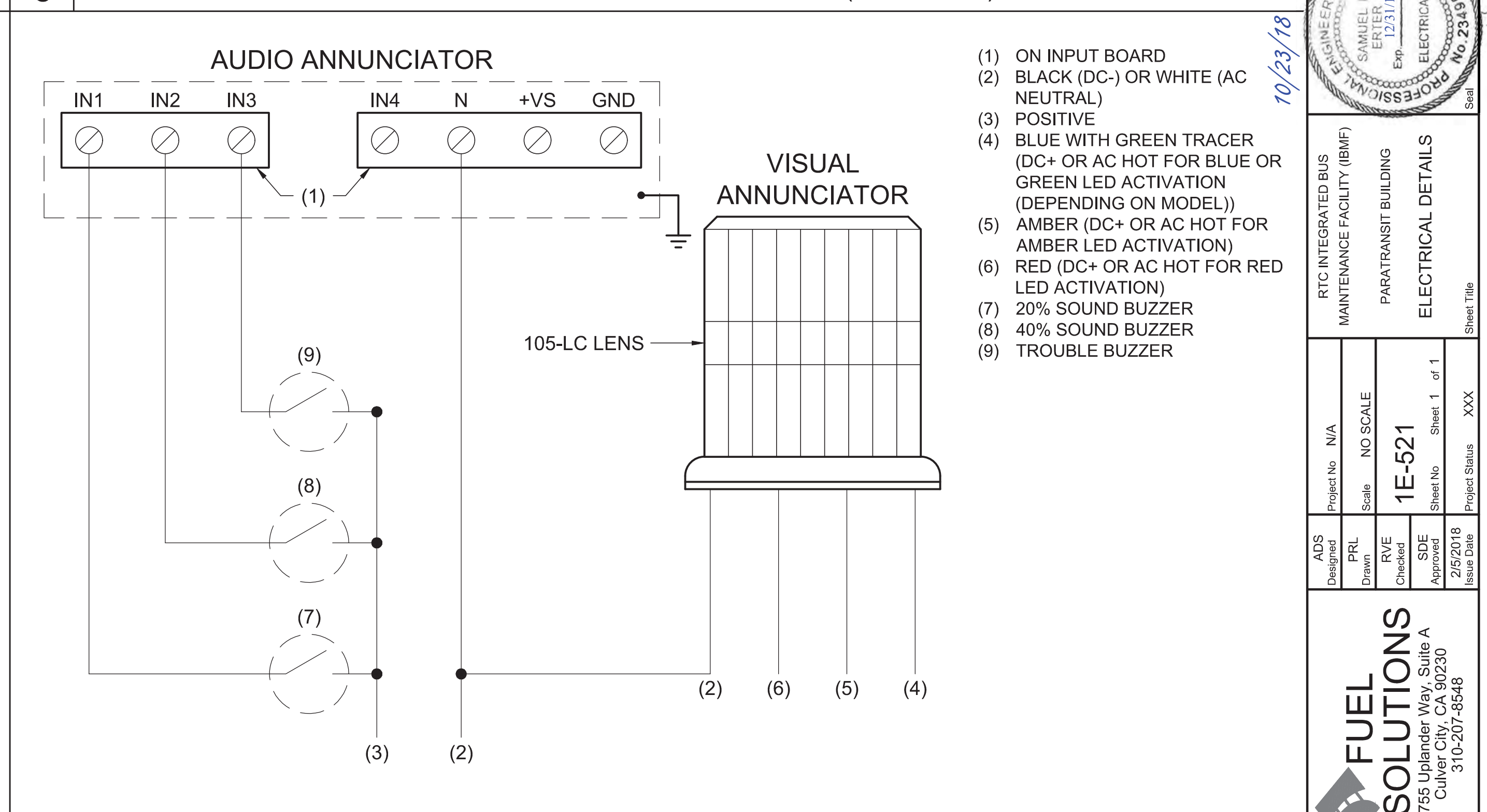
4 AC TERMINAL BLOCK



5 WIRING 105XBRI CHAMELEON SERIES AV ANNUNCIATOR (OUTDOOR)



6 TERMINAL BLOCK - HMI TO CP



7 WIRING 105XBRI CHAMELEON SERIES AV ANNUNCIATOR (INDOOR)

Revision	Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032
 APN Number 135-17-301-020



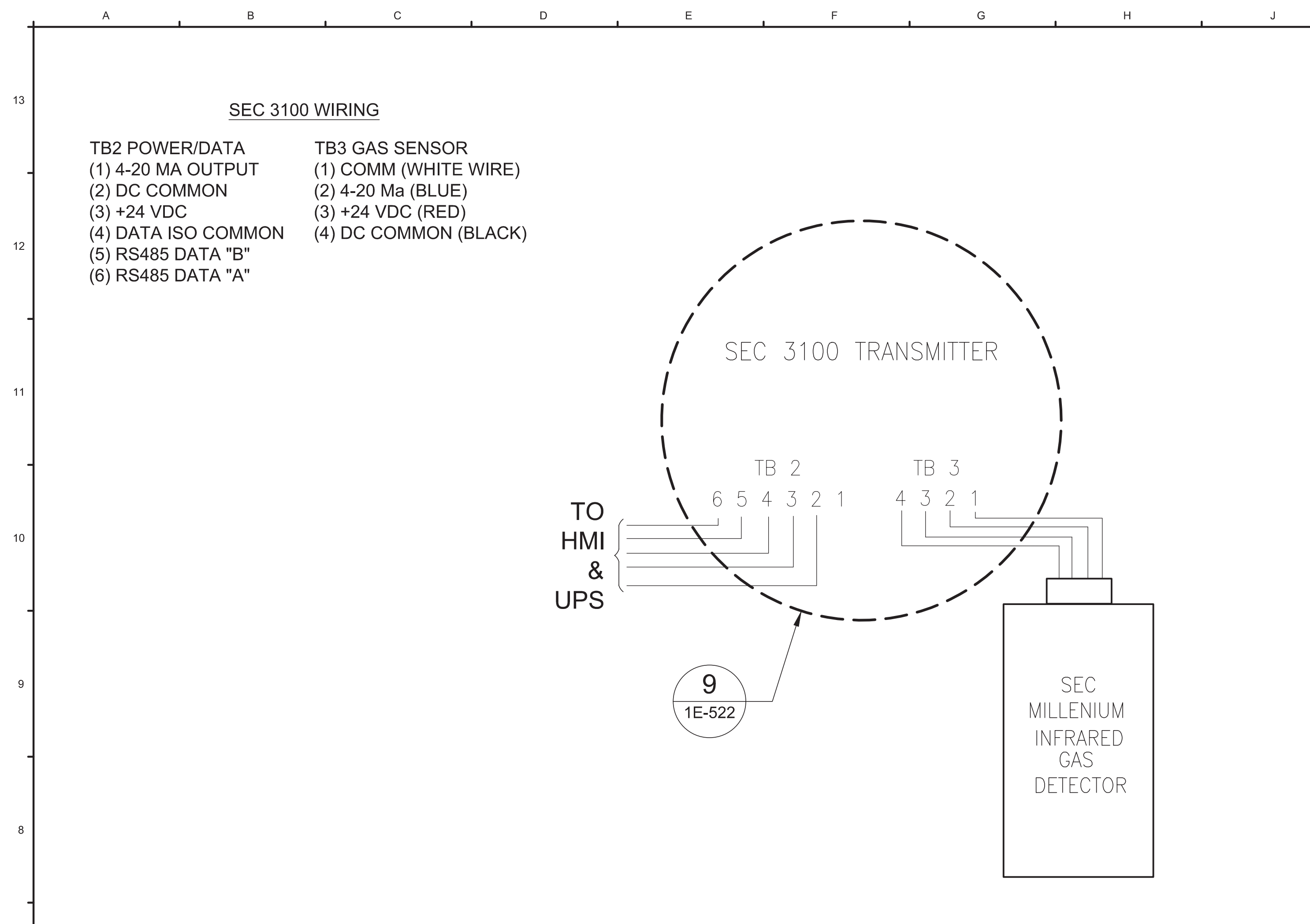
EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT
 MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM
 OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
 Sub-Contractors



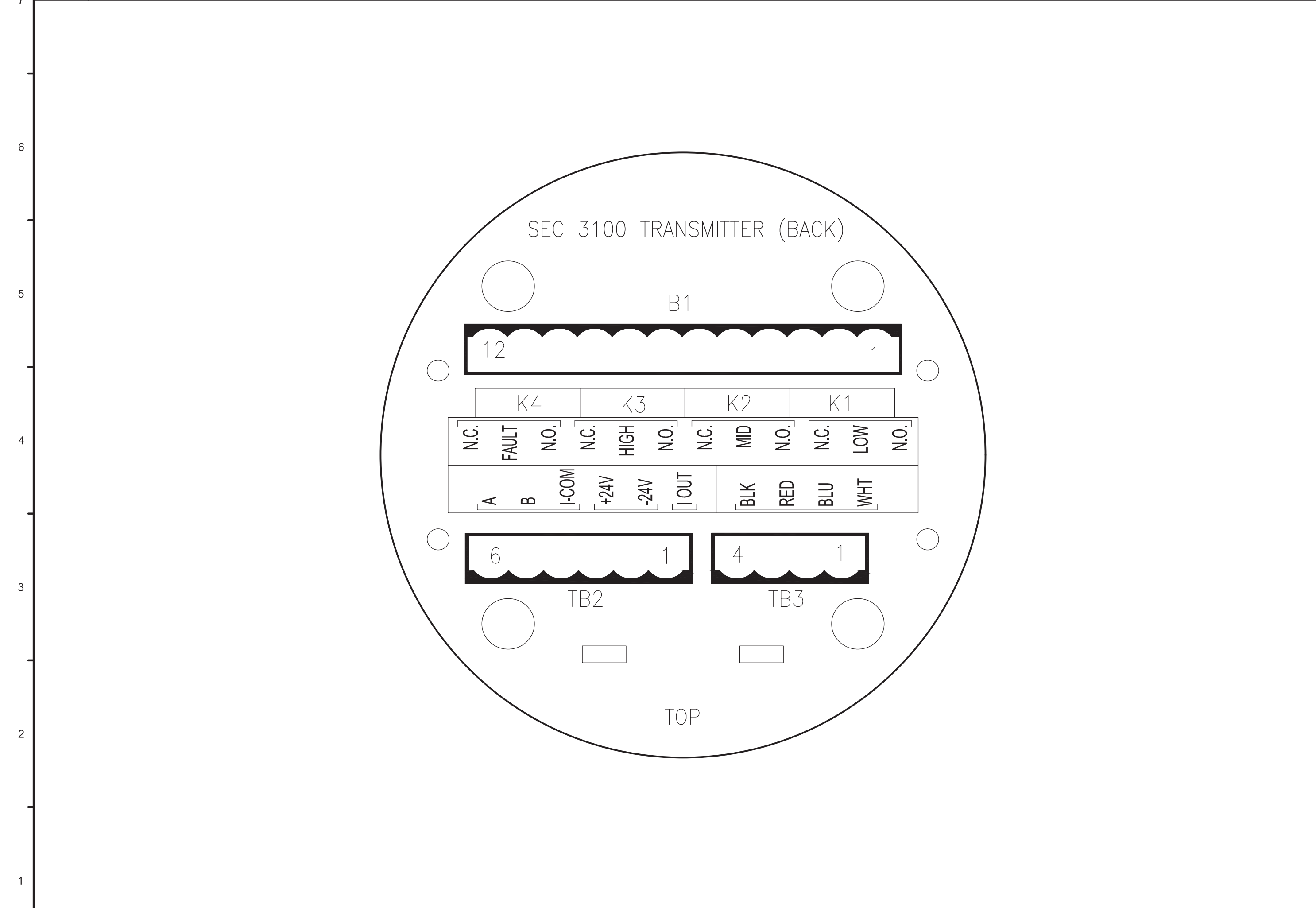
RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
 PARATRANSIT BUILDING
 ELECTRICAL DETAILS

Project No.	N/A
Scale	NO SCALE
Sheet No.	1E-521
Sheet 1 of 1	
Project Status	XXX

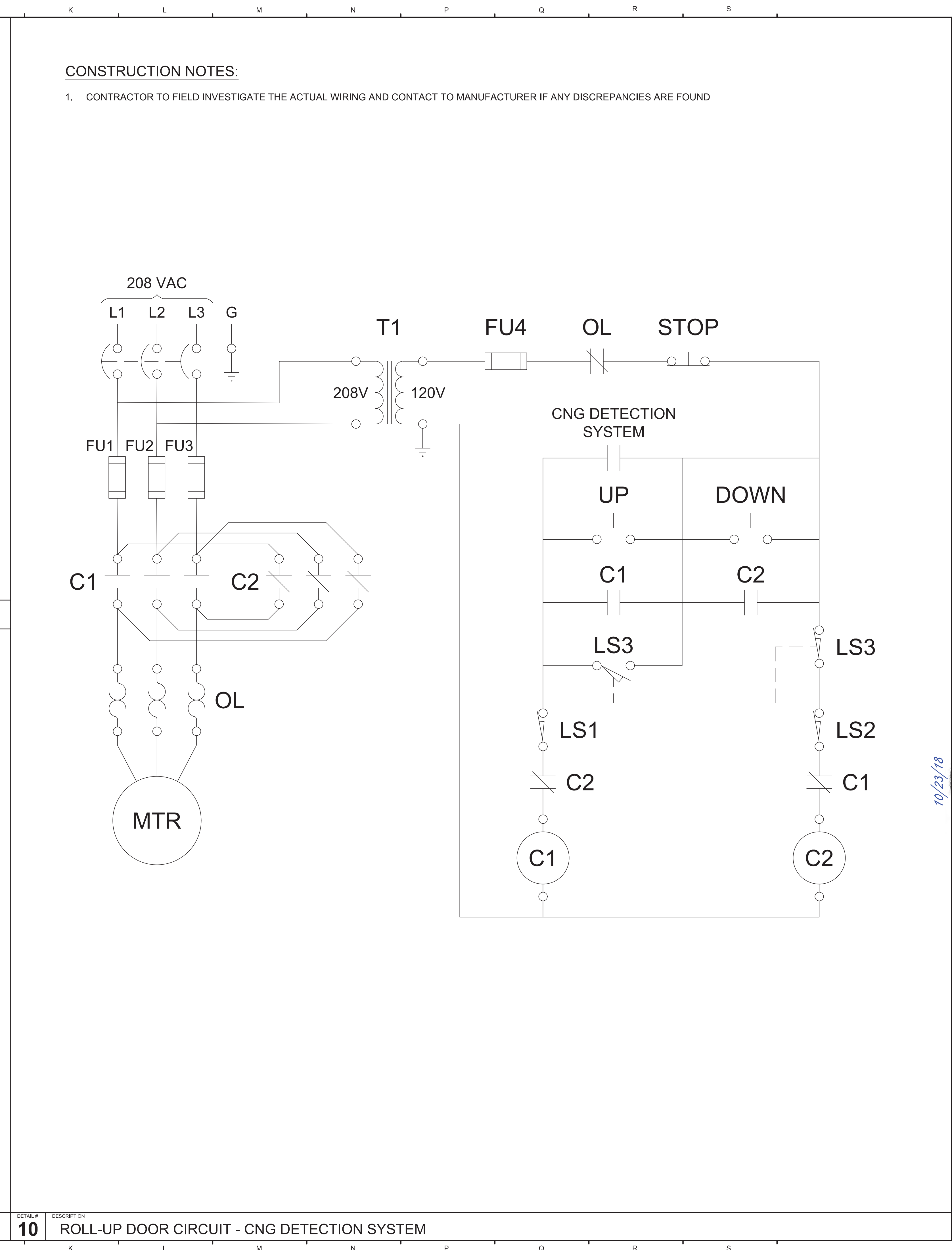
FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548



DETAIL #	DESCRIPTION
8	SEC 3100 TRANSMITTER DETAIL



DETAIL #	DESCRIPTION
9	SEC 3100 TRANSMITTER WIRING



DETAIL #	DESCRIPTION
10	ROLL-UP DOOR CIRCUIT - CNG DETECTION SYSTEM

No.	Revision Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Intergrated Bus Maintenance Facility (IBMF)

Maintenance Garage Gas Detection Upgrade
3212 Clitzen Ave, North Las Vegas, NV 89032

APN Number 135-17-301-020

EPS ENGINEERING & DESIGN

A Division of Electric Power Systems International, Inc.

© 2018 EPS ENGINEERING & DESIGN INC.
ALL RIGHTS RESERVED. NO PARTS OF THIS DOCUMENT OR ITS PRODUCTS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

Sub-Consultants

PROFESSIONAL ENGINEER - STATE OF NEVADA

SAMUEL D. ELLER
ELECTRICAL
Exp. 12/31/18
No. 23495

Seal

RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
PARATRANSIT BUILDING
ELECTRICAL DETAILS

Sheet Title

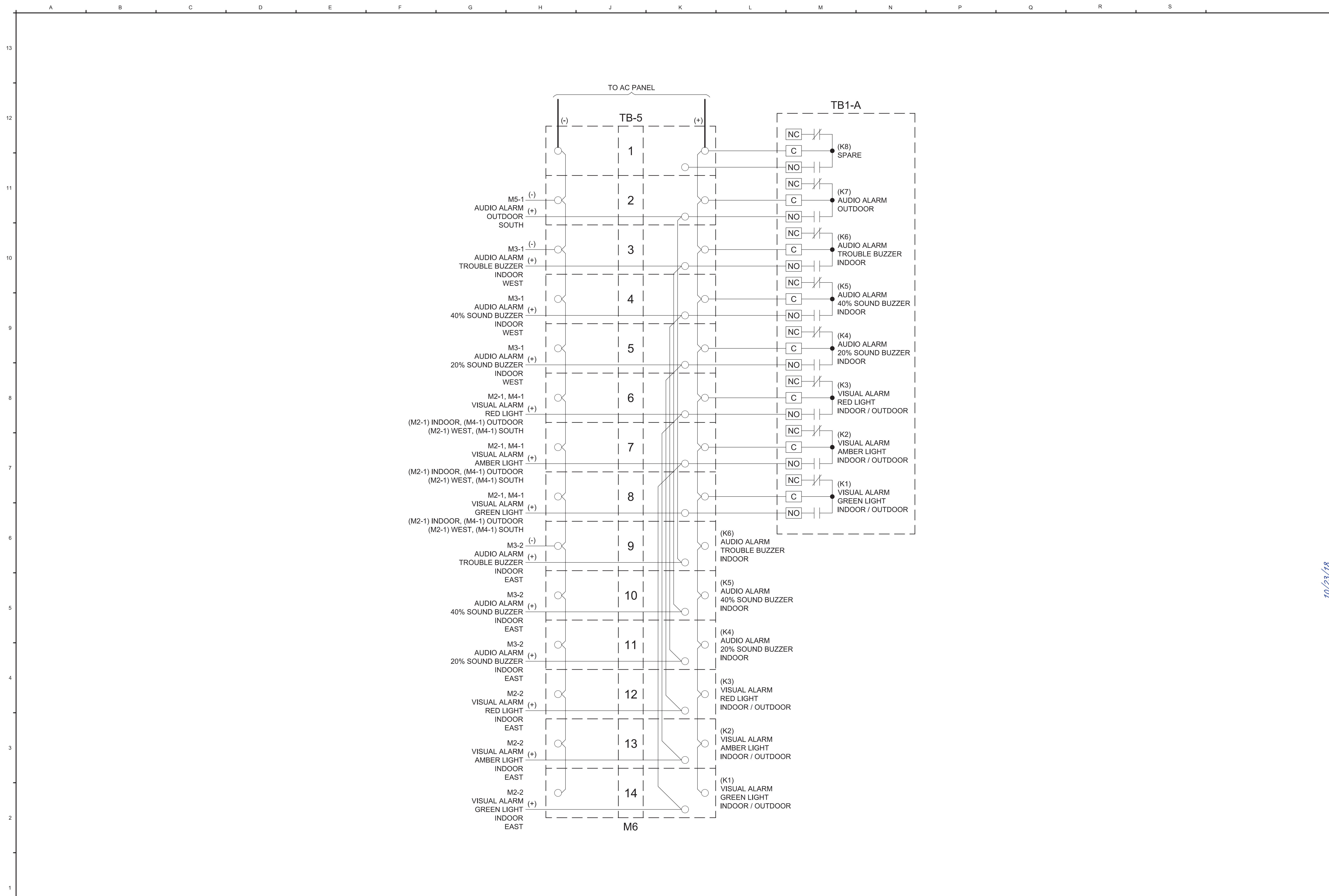
Project No.	N/A
Scale	NO SCALE
Sheet No.	1E-522
Sheet 1 of 1	
Project Status	XXX

FUEL SOLUTIONS

5755 Uplander Way, Suite A
Culver City, CA 90230
310-207-8548

10/23/18

Seal



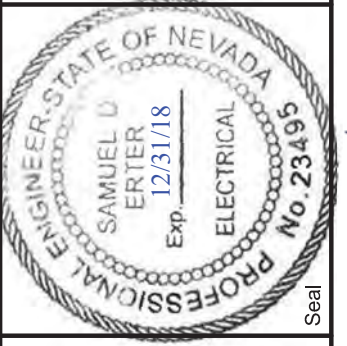
11 CONTROL PANEL & RELAYS TERMINAL BLOCK

Revision	Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/29/18

RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032



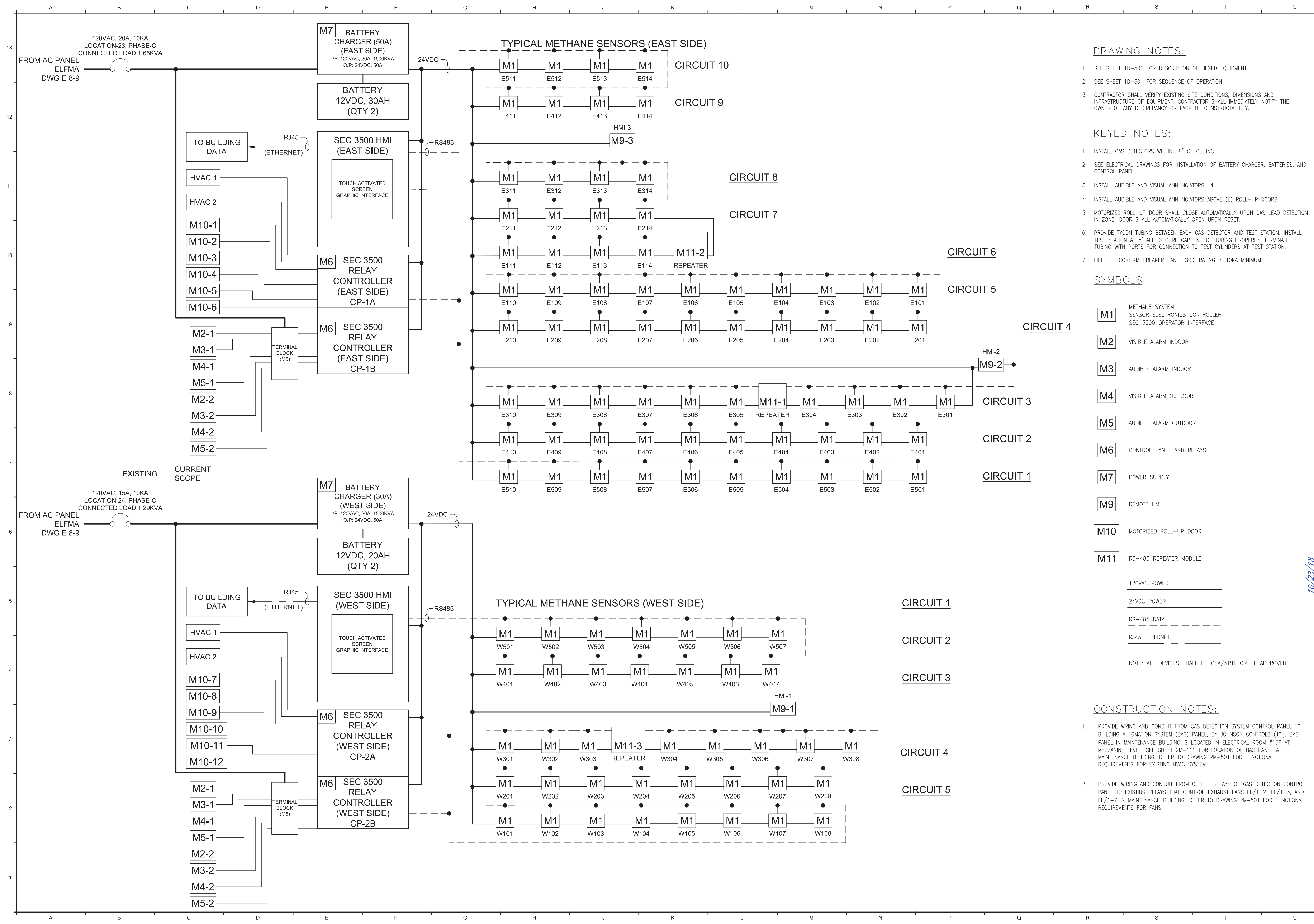
EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS CONTENTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.



RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
 PARATRANSIT BUILDING
 ELECTRICAL DETAILS

Project No.	N/A
Scale	NO SCALE
Sheet No.	1E-523
Sheet 1 of 1	
Project Status	XXX

FUEL SOLUTIONS
 5755 Liplander Way, Suite A
 Culver City, CA 90230
 310-207-8548



DRAWING NOTES:

- SEE SHEET 10-501 FOR DESCRIPTION OF HEXED EQUIPMENT.
- SEE SHEET 10-501 FOR SEQUENCE OF OPERATION.
- CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, DIMENSIONS AND INFRASTRUCTURE OF EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY OR LACK OF CONSTRUCTABILITY.

KEYED NOTES:

- INSTALL GAS DETECTORS WITHIN 18" OF CEILING.
- SEE ELECTRICAL DRAWINGS FOR INSTALLATION OF BATTERY CHARGER, BATTERIES, AND CONTROL PANEL.
- INSTALL AUDIBLE AND VISUAL ANNUNCIATORS 14'.
- INSTALL AUDIBLE AND VISUAL ANNUNCIATORS ABOVE (E) ROLL-UP DOORS.
- MOTORIZED ROLL-UP DOOR SHALL CLOSE AUTOMATICALLY UPON GAS LEAD DETECTION IN ZONE. DOOR SHALL AUTOMATICALLY OPEN UPON RESET.
- PROVIDE TYGON TUBING BETWEEN EACH GAS DETECTOR AND TEST STATION. INSTALL TEST STATION AT 5' AFF. SECURE CAP END OF TUBING PROPERLY. TERMINATE TUBING WITH PORTS FOR CONNECTION TO TEST CYLINDERS AT TEST STATION.
- FIELD TO CONFIRM BREAKER PANEL SCIC RATING IS 10KA MINIMUM.

SYMBOLS

- M1** METHANE SYSTEM SENSOR ELECTRONICS CONTROLLER - SEC 3500 OPERATOR INTERFACE
- M2** VISIBLE ALARM INDOOR
- M3** AUDIBLE ALARM INDOOR
- M4** VISIBLE ALARM OUTDOOR
- M5** AUDIBLE ALARM OUTDOOR
- M6** CONTROL PANEL AND RELAYS
- M7** POWER SUPPLY
- M9** REMOTE HMI
- M10** MOTORIZED ROLL-UP DOOR
- M11** RS-485 REPEATER MODULE

120VAC POWER _____

24VDC POWER _____

RS-485 DATA - - - - -

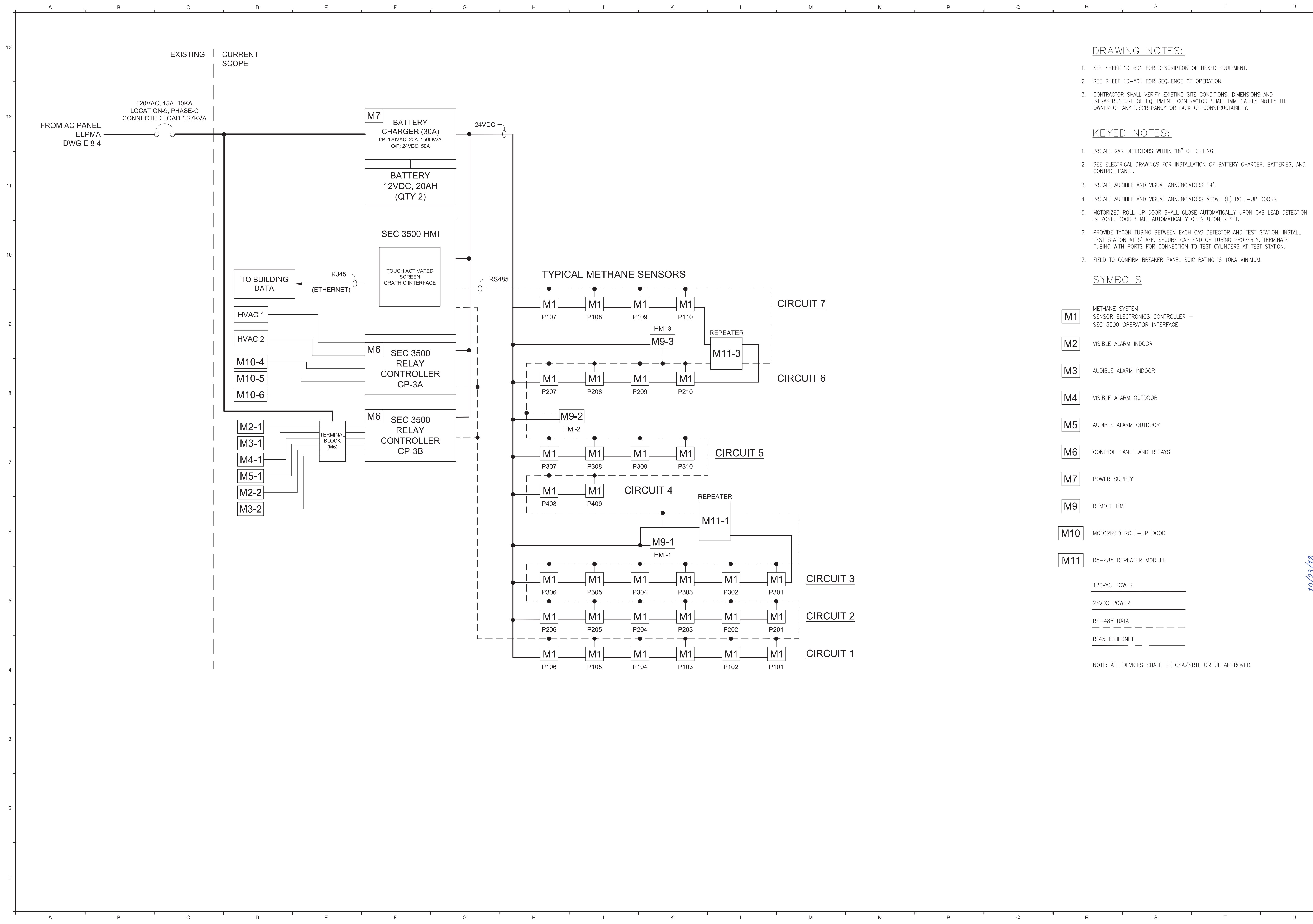
RJ45 ETHERNET _____

NOTE: ALL DEVICES SHALL BE CSA/NRTL OR UL APPROVED.

CONSTRUCTION NOTES:

- PROVIDE WIRING AND CONDUIT FROM GAS DETECTION SYSTEM CONTROL PANEL TO BUILDING AUTOMATION SYSTEM (BAS) PANEL, BY JOHNSON CONTROLS (JC). BAS PANEL IN MAINTENANCE BUILDING IS LOCATED IN ELECTRICAL ROOM #156 AT MEZZANINE LEVEL. SEE SHEET 2M-111 FOR LOCATION OF BAS PANEL AT MAINTENANCE BUILDING. REFER TO DRAWING 2M-501 FOR FUNCTIONAL REQUIREMENTS FOR EXISTING HVAC SYSTEM.
- PROVIDE WIRING AND CONDUIT FROM OUTPUT RELAYS OF GAS DETECTION CONTROL PANEL TO EXISTING RELAYS THAT CONTROL EXHAUST FANS EF/1-2, EF/1-3, AND EF/1-7 IN MAINTENANCE BUILDING. REFER TO DRAWING 2M-501 FOR FUNCTIONAL REQUIREMENTS FOR FANS.

10/23/18	ISSUED FOR BID	10/23/18	100% PLAN CHECK #1	7/20/18	ISSUED FOR CONSTRUCTION	4/9/18	Revision Description	No	Date
RTC Integrated Bus Maintenance Facility (BMF) Maintenance Garage Gas Detection Upgrade 3212 Citizen Ave, North Las Vegas, NV 89032 Client: RTC APN Number: 139-17-301-020									
EPS ENGINEERING & DESIGN A Division of Electric Power Systems International, Inc. © 2018 EPS ENGINEERING & DESIGN, INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING OR ANY OTHER PRODUCT OF THIS FIRM OR ANY OF ITS SUBSIDIARIES MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. Sub-Consultants:									
RTC INTEGRATED BUS MAINTENANCE FACILITY (BMF) FIXED ROUTE MAINTENANCE BUILDING SINGLE LINE									
Project No.	N/A	Scale	NO SCALE	Sheet No.	1E-611	Sheet 1 of 1	Project Status	XXX	Sheet Title
Date	01/15/18	Prepared	RVE	Checked	SDE	Approved	Issue Date	01/15/18	310-207-8548
FUEL SOLUTIONS 5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8548									



DRAWING NOTES:

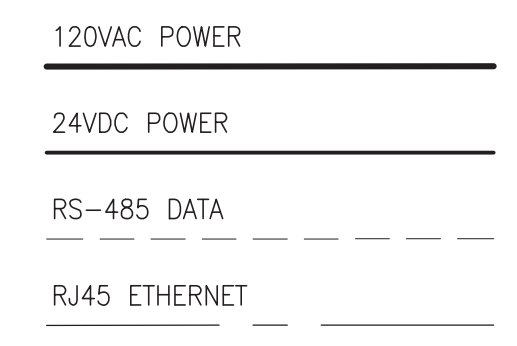
- SEE SHEET 1D-501 FOR DESCRIPTION OF HEXED EQUIPMENT.
- SEE SHEET 1D-501 FOR SEQUENCE OF OPERATION.
- CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, DIMENSIONS AND INFRASTRUCTURE OF EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCY OR LACK OF CONSTRUCTABILITY.

KEYED NOTES:

- INSTALL GAS DETECTORS WITHIN 18" OF CEILING.
- SEE ELECTRICAL DRAWINGS FOR INSTALLATION OF BATTERY CHARGER, BATTERIES, AND CONTROL PANEL.
- INSTALL AUDIBLE AND VISUAL ANNUNCIATORS 14'.
- INSTALL AUDIBLE AND VISUAL ANNUNCIATORS ABOVE (E) ROLL-UP DOORS.
- MOTORIZED ROLL-UP DOOR SHALL CLOSE AUTOMATICALLY UPON GAS LEAD DETECTION IN ZONE. DOOR SHALL AUTOMATICALLY OPEN UPON RESET.
- PROVIDE TYGON TUBING BETWEEN EACH GAS DETECTOR AND TEST STATION. INSTALL TEST STATION AT 5' AFF. SECURE CAP END OF TUBING PROPERLY. TERMINATE TUBING WITH PORTS FOR CONNECTION TO TEST CYLINDERS AT TEST STATION.
- FIELD TO CONFIRM BREAKER PANEL SCIC RATING IS 10KA MINIMUM.

SYMBOLS

- M1** METHANE SYSTEM SENSOR ELECTRONICS CONTROLLER – SEC 3500 OPERATOR INTERFACE
- M2** VISIBLE ALARM INDOOR
- M3** AUDIBLE ALARM INDOOR
- M4** VISIBLE ALARM OUTDOOR
- M5** AUDIBLE ALARM OUTDOOR
- M6** CONTROL PANEL AND RELAYS
- M7** POWER SUPPLY
- M9** REMOTE HMI
- M10** MOTORIZED ROLL-UP DOOR
- M11** RS-485 REPEATER MODULE



NOTE: ALL DEVICES SHALL BE CSA/NRTL OR UL APPROVED.

Revision	Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Intergrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS CONTENTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.



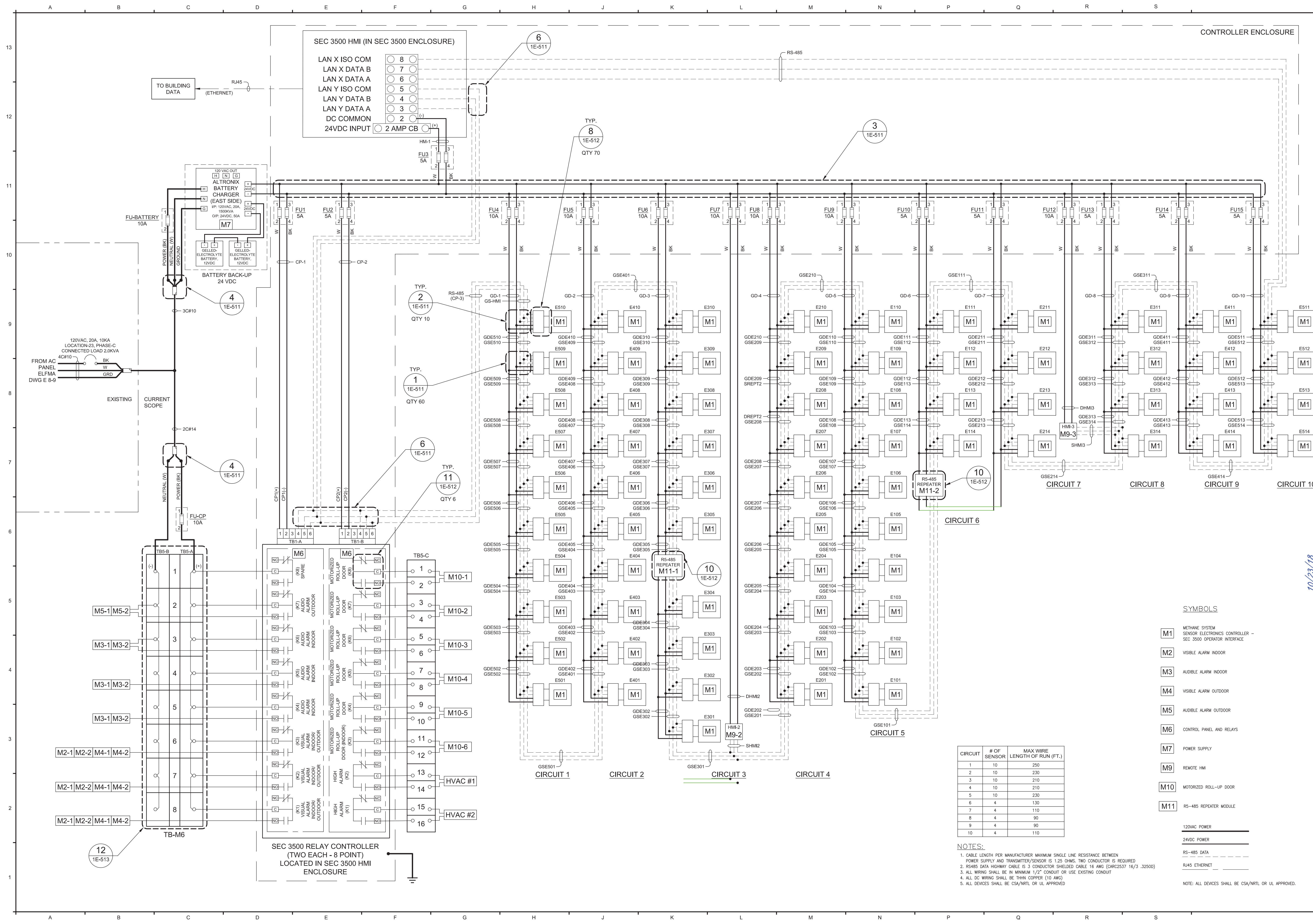
RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
 PARATRANSIT BUILDING
 SINGLE LINE

ADS Drawn	Project No. N/A	Scale	NO SCALE
RVE Checked	1E-621	Sheet No.	Sheet 1 of 1
SDE Approved	01/15/18	Project Status	XXX

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

10/23/18

Seal of Samuel D. Ester



SEC 3500 HMI (IN SEC 3500 ENCLOSURE)

LAN X ISO COM 8
 LAN X DATA B 7
 LAN X DATA A 6
 LAN Y ISO COM 5
 LAN Y DATA B 4
 LAN Y DATA A 3
 DC COMMON 2
 24VDC INPUT 2 AMP CB

CONTROLLER ENCLOSURE

SEC 3500 RELAY CONTROLLER
 (TWO EACH - 8 POINT)
 LOCATED IN SEC 3500 HMI
 ENCLOSURE

CIRCUIT	# OF SENSOR	MAX WIRE LENGTH OF RUN (FT.)
1	10	250
2	10	230
3	10	210
4	10	210
5	10	230
6	4	130
7	4	110
8	4	90
9	4	90
10	4	110

- NOTES:
- CABLE LENGTH PER MANUFACTURER MAXIMUM SINGLE LINE RESISTANCE BETWEEN POWER SUPPLY AND TRANSMITTER/SENSOR IS 1.25 OHMS. TWO CONDUCTOR IS REQUIRED
 - RS485 DATA HIGHWAY CABLE IS 3 CONDUCTOR SHIELDED CABLE 16 AWG (CARC2537 16/3 .32500)
 - ALL WIRING SHALL BE IN MINIMUM 1/2" CONDUIT OR USE EXISTING CONDUIT
 - ALL DC WIRING SHALL BE THIN COPPER (10 AWG)
 - ALL DEVICES SHALL BE CSA/NRTL OR UL APPROVED

- SYMBOLS
- M1** METHANE SYSTEM SENSOR ELECTRONICS CONTROLLER - SEC 3500 OPERATOR INTERFACE
 - M2** VISIBLE ALARM INDOOR
 - M3** AUDIBLE ALARM INDOOR
 - M4** VISIBLE ALARM OUTDOOR
 - M5** AUDIBLE ALARM OUTDOOR
 - M6** CONTROL PANEL AND RELAYS
 - M7** POWER SUPPLY
 - M9** REMOTE HMI
 - M10** MOTORIZED ROLL-UP DOOR
 - M11** RS-485 REPEATER MODULE

120VAC POWER
 24VDC POWER
 RS-485 DATA
 RJ45 ETHERNET

NOTE: ALL DEVICES SHALL BE CSA/NRTL OR UL APPROVED.

RTIC Integrated Bus Maintenance Facility (IBMF) Maintenance Garage Gas Detection Upgrade 3212 Clitzen Ave, North Las Vegas, NV 89032

APN Number 135-17-301-020

Client: RTC

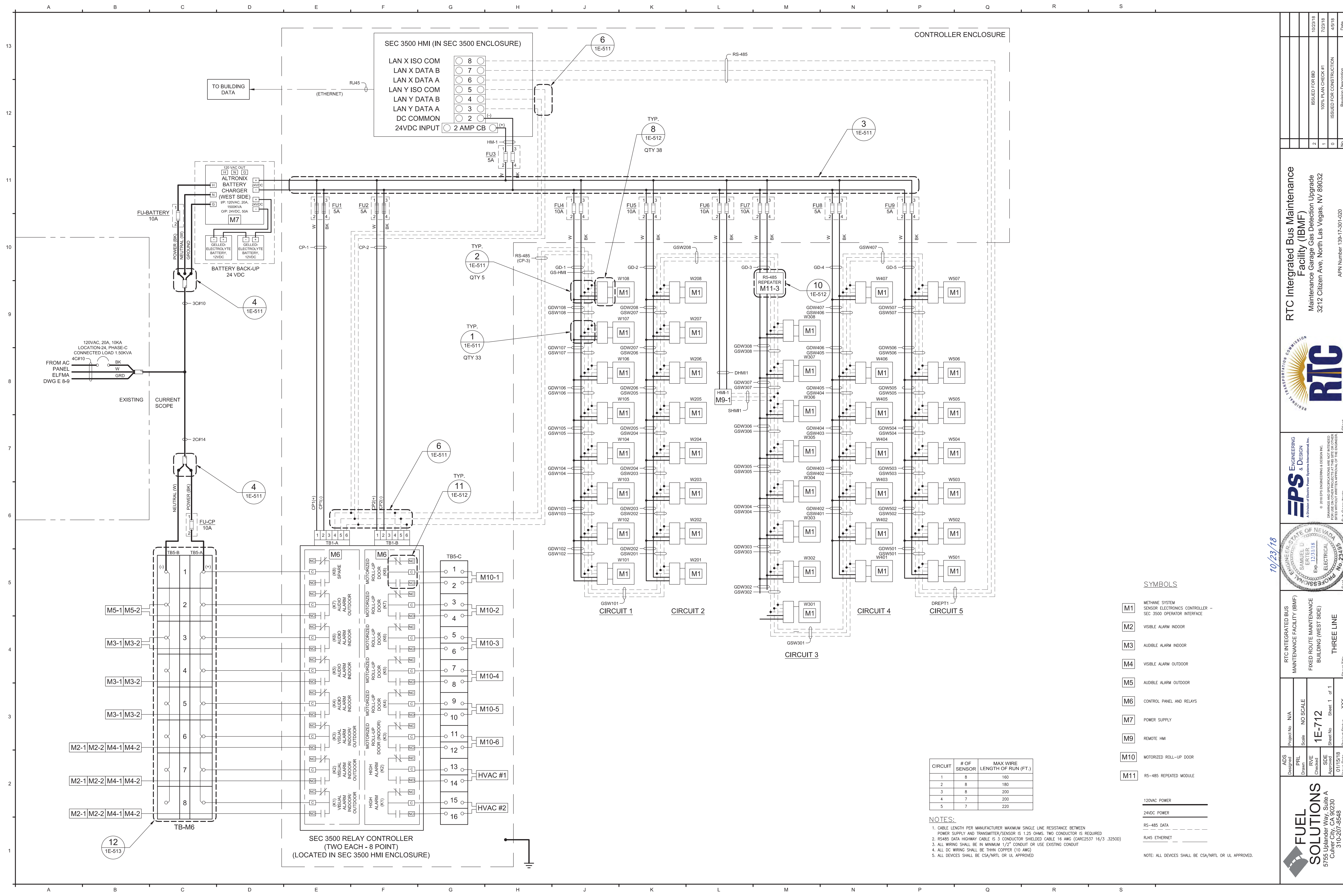
Sub-Contractors: EPE ENGINEERING & DESIGN INC. A Division of Electric Power Systems International, Inc. © 2018 EPE ENGINEERING & DESIGN INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS CONTENTS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

Professional Engineer Seal: SAMUEL D. ENTERLINE, Electrical Engineering, No. 23495, Exp. 12/31/18

Project No: N/A, Scale: NO SCALE, Project Status: XXX

Issue Date: 01/15/18, Sheet No: 1 of 1, Issue Date: XXX

FUEL SOLUTIONS 5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8548



SEC 3500 HMI (IN SEC 3500 ENCLOSURE)

LAN X ISO COM	8
LAN X DATA B	7
LAN X DATA A	6
LAN Y ISO COM	5
LAN Y DATA B	4
LAN Y DATA A	3
DC COMMON	2
24VDC INPUT	2 AMP CB

CIRCUIT	# OF SENSOR	MAX WIRE LENGTH OF RUN (FT.)
1	8	180
2	8	180
3	8	200
4	7	200
5	7	220

- NOTES:
- CABLE LENGTH PER MANUFACTURER MAXIMUM SINGLE LINE RESISTANCE BETWEEN POWER SUPPLY AND TRANSMITTER/SENSOR IS 1.25 OHMS. TWO CONDUCTOR IS REQUIRED.
 - RS-485 DATA HIGHWAY CABLE IS 3 CONDUCTOR SHIELDED CABLE 16 AWG (CARC2537 16/3 .32500)
 - ALL WIRING SHALL BE IN MINIMUM 1/2" CONDUIT OR USE EXISTING CONDUIT
 - ALL DC WIRING SHALL BE THIN COPPER (10 AWG)
 - ALL DEVICES SHALL BE CSA/NRTL OR UL APPROVED

- SYMBOLS
- M1 METHANE SYSTEM SENSOR ELECTRONICS CONTROLLER - SEC 3500 OPERATOR INTERFACE
 - M2 VISIBLE ALARM INDOOR
 - M3 AUDIBLE ALARM INDOOR
 - M4 VISIBLE ALARM OUTDOOR
 - M5 AUDIBLE ALARM OUTDOOR
 - M6 CONTROL PANEL AND RELAYS
 - M7 POWER SUPPLY
 - M9 REMOTE HMI
 - M10 MOTORIZED ROLL-UP DOOR
 - M11 RS-485 REPEATED MODULE

Rev	Date	Description
1	10/26/18	ISSUED FOR BID
2	7/29/18	100% PLAN CHECK #1
0	4/9/18	ISSUED FOR CONSTRUCTION

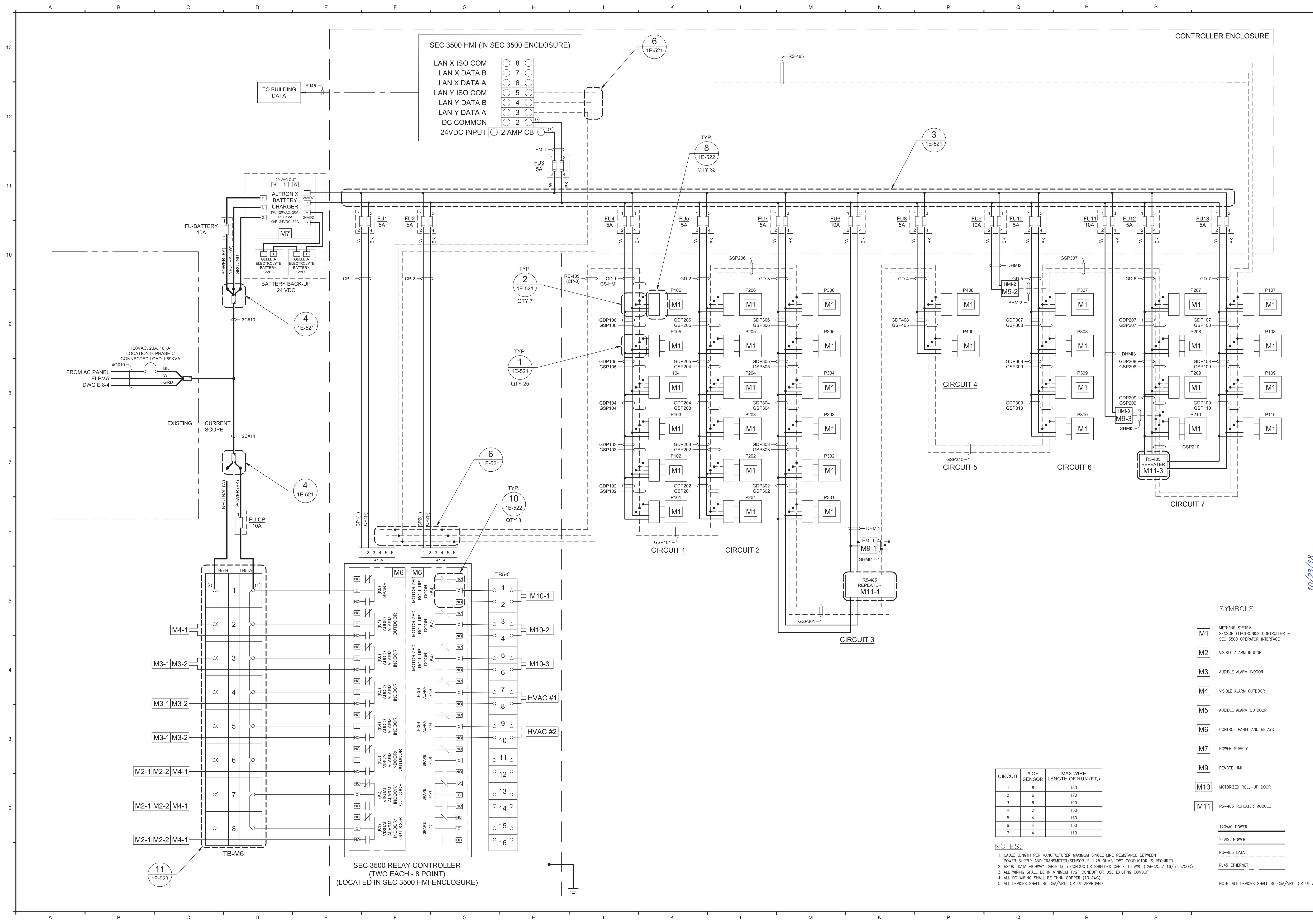
RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032
 APN Number 135-17-301-020



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS CONTENTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
 Samuel D. Erster
 PROFESSIONAL ELECTRICAL ENGINEER
 No. 23495
 State of Nevada
 10/23/18
 Seal

Project No. N/A
 Scale: NO SCALE
 Project Status: XXX
 Project Name: RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF) FIXED ROUTE MAINTENANCE BUILDING (WEST SIDE) THREE LINE

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548



SEC 3500 HMI (IN SEC 3500 ENCLOSURE)

LAN X ISO COM	8
LAN X DATA B	7
LAN X DATA A	6
LAN Y ISO COM	5
LAN Y DATA B	4
LAN Y DATA A	3
DC COMMON	2
24VDC INPUT	2 AMP CB

TO BUILDING DATA RJ45

ALTRONIX BATTERY CHARGER
 120 VAC OUT
 1500KVA
 120VAC, 20A
 1500KVA
 24VDC, 55A
 M7

BATTERY BACK-UP
 24 VDC

EXISTING CURRENT SCOPE

NEUTRAL (W) POWER (BK)

TB5-B TB5-A

M4-1

M3-1 M3-2

M3-1 M3-2

M3-1 M3-2

M2-1 M2-2 M4-1

M2-1 M2-2 M4-1

M2-1 M2-2 M4-1

TB-M6

SEC 3500 RELAY CONTROLLER
 (TWO EACH - 8 POINT)
 (LOCATED IN SEC 3500 HMI ENCLOSURE)

CONTROLLER ENCLOSURE

CIRCUIT 4

CIRCUIT 5

CIRCUIT 6

CIRCUIT 7

CIRCUIT 1

CIRCUIT 2

CIRCUIT 3

SYMBOLS

- M1 METHANE SYSTEM SENSOR ELECTRONICS CONTROLLER - SEC 3500 OPERATOR INTERFACE
- M2 VISIBLE ALARM INDOOR
- M3 AUDIBLE ALARM INDOOR
- M4 VISIBLE ALARM OUTDOOR
- M5 AUDIBLE ALARM OUTDOOR
- M6 CONTROL PANEL AND RELAYS
- M7 POWER SUPPLY
- M9 REMOTE HMI
- M10 MOTORIZED ROLL-UP DOOR
- M11 RS-485 REPEATER MODULE

CIRCUIT	# OF SENSOR	MAX WIRE LENGTH OF RUN (FT.)
1	6	150
2	6	170
3	6	190
4	2	150
5	4	150
6	4	130
7	4	110

NOTES:

- CABLE LENGTH PER MANUFACTURER MAXIMUM SINGLE LINE RESISTANCE BETWEEN POWER SUPPLY AND TRANSMITTER/SENSOR IS 1.25 OHMS. TWO CONDUCTOR IS REQUIRED.
- RS485 DATA HIGHWAY CABLE IS 3 CONDUCTOR SHIELDED CABLE 16 AWG (CARC2537 16/3 .32500)
- ALL WIRING SHALL BE IN MINIMUM 1/2" CONDUIT OR USE EXISTING CONDUIT
- ALL DC WIRING SHALL BE THIN COPPER (10 AWG)
- ALL DEVICES SHALL BE CSA/NRTL OR UL APPROVED

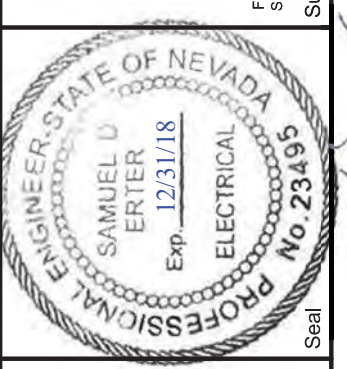
NOTE: ALL DEVICES SHALL BE CSA/NRTL OR UL APP

No.	Revision Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Integrated Bus Maintenance Facility (IBMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 123118
 No. 23495



RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
 PARATRANSIT BUILDING
 THREE LINE

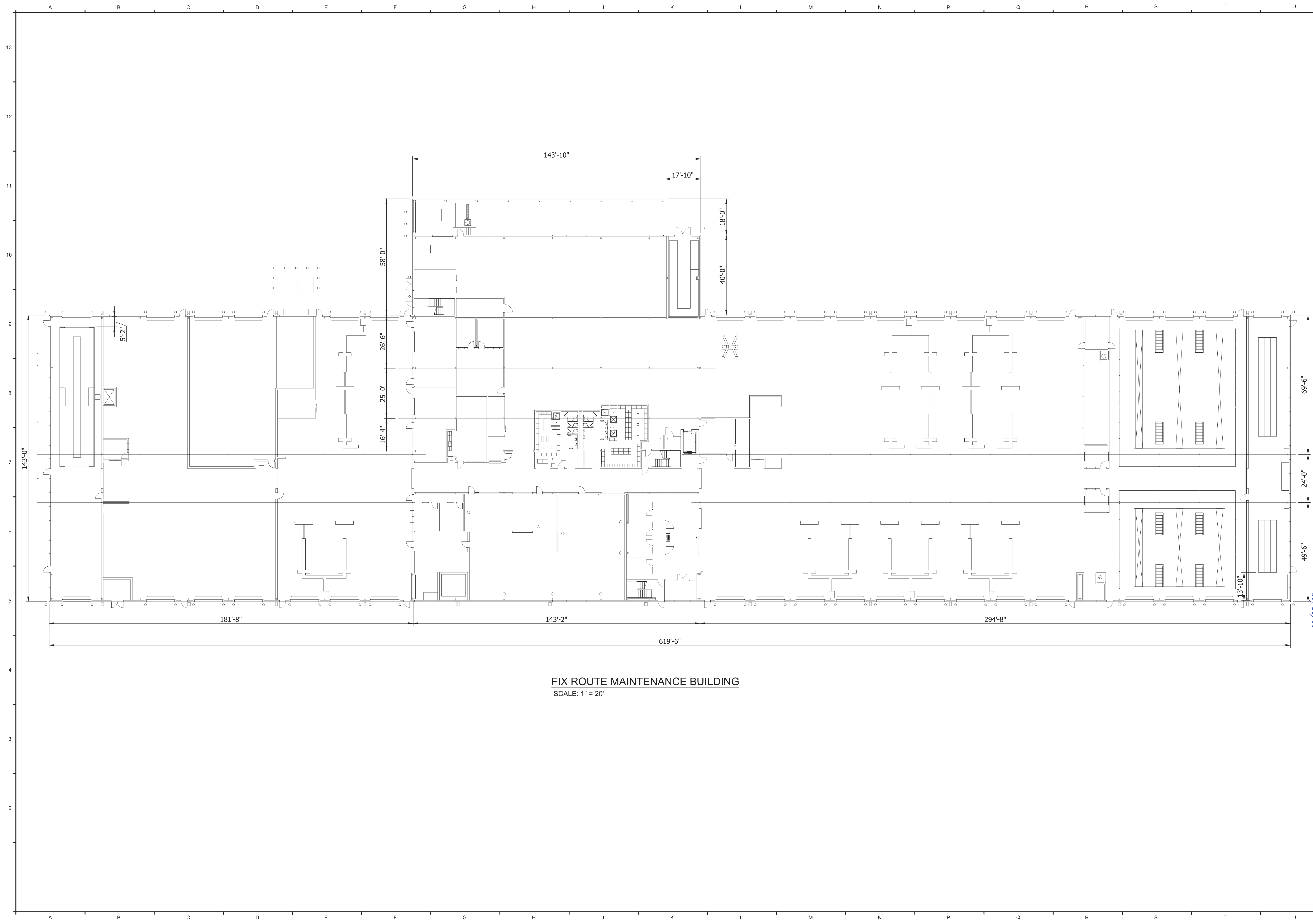
Project No.	N/A
Scale	NO SCALE
Scale	1E-721
Sheet No.	Sheet 1 of 1
Project Status	XXX

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

10/23/18

Seal

Sheet Title



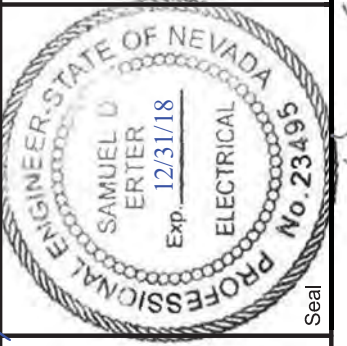
FIX ROUTE MAINTENANCE BUILDING
 SCALE: 1" = 20'

No.	Revision Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Intergrated Bus Maintenance Facility (BMF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032
 APN Number 135-17-301-020



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PARTS OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN APPROVAL OF THE ENGINEER.



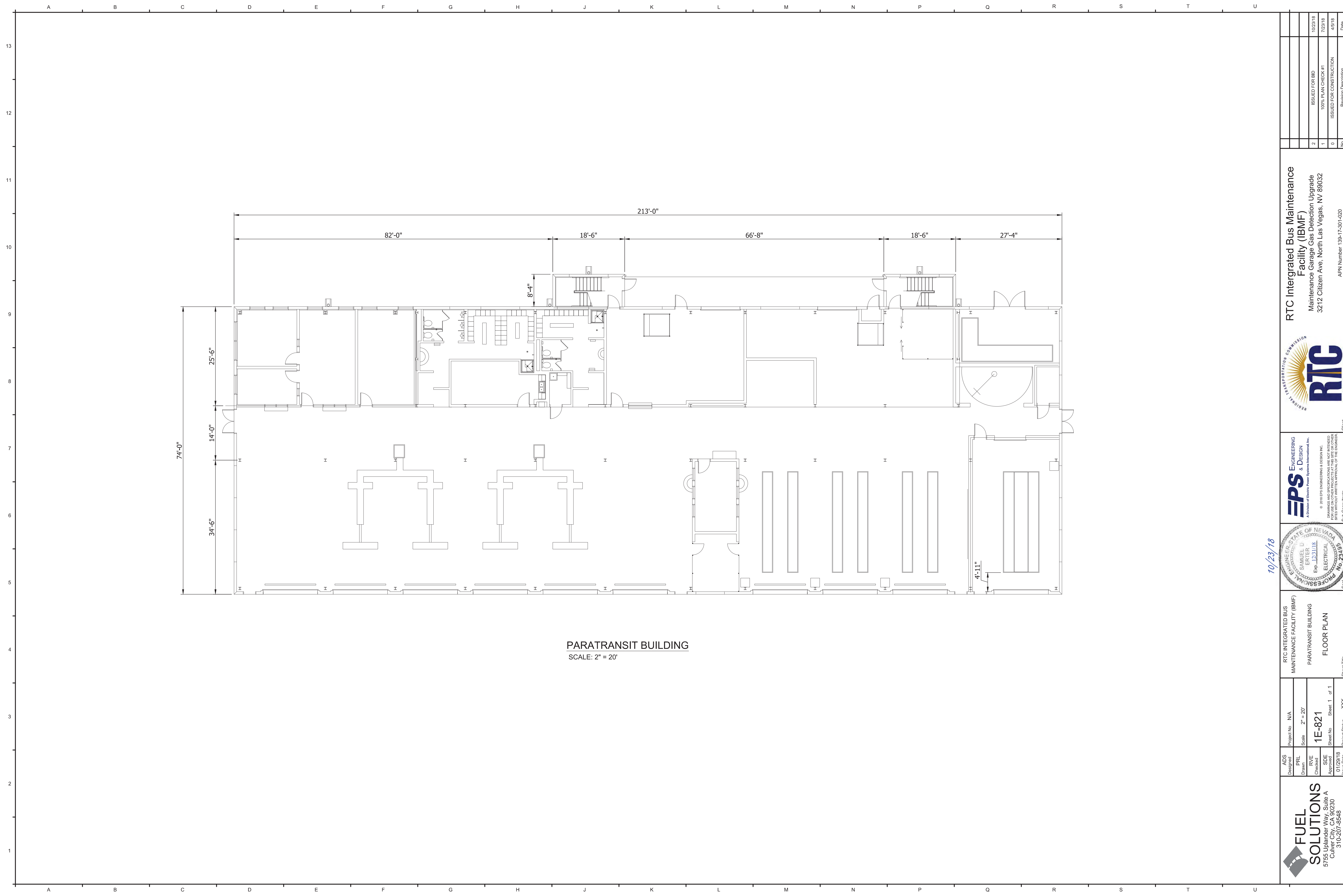
RTC INTEGRATED BUS MAINTENANCE FACILITY (BMF)
 FIXED ROUTE MAINTENANCE BUILDING
FLOOR PLAN

ADS Drawn	Project No. N/A
PRL Drawn	Scale 1" = 20'
RVE Checked	1E-811
SDE Approved	Sheet No. 1 of 1
Issue Date 01/29/18	Project Status XXX

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

10/23/18

Samuel D. Ertter



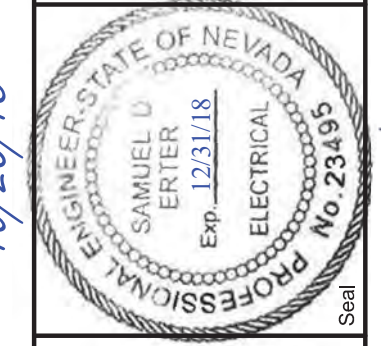
PARATRANSIT BUILDING
 SCALE: 2" = 20'

No.	Revision Description	Date
2	ISSUED FOR BID	10/26/18
1	100% PLAN CHECK #1	7/29/18
0	ISSUED FOR CONSTRUCTION	4/9/18

RTC Intergrated Bus Maintenance Facility (BMIF)
 Maintenance Garage Gas Detection Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032
 APN Number 135-17-301-020



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN, INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR ITS PRODUCTS OR THE OTHER CONTENTS HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.



RTC INTEGRATED BUS MAINTENANCE FACILITY (BMIF)
 PARATRANSIT BUILDING
 FLOOR PLAN

ADS Design 01/29/18	Project No. N/A	Project Status XXX
Drawn RVE	Scale 2" = 20'	
Checked SDE	1E-821	
Issue Date	Sheet No.	Sheet 1 of 1

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

10/23/18

Samuel D. Ertler

PANEL "ELPMA" SCHEDULE

50 AMPS MAIN BREAKER 208/120 VOLTS 3 PHASE 4 WIRE 10,000 AIC

LOCATION: ELECTRICAL ROOM VA MOUNTING: SURFACE

NO	DESCRIPTION	CNT	BKR/P	A	B	C	BKR/P	CNT	DESCRIPTION	NO
1	FIRE ALARM CONTROL PANEL	-	20/1	1000 600			20/1	-	TELEPHONE BOARD	2
3	HVAC CONTROL	-	20/1		1000 500		20/1	-	AVI SYSTEM CONTROLS	4
5	AVI SYSTEM CONTROL	-	20/1			500 0000	20/1	-	SPARE	6
7	PHOTO CELL CONTROL POWER	-	20/1	0000 0000			20/1	-	SPARE	8
9	SPARE	-	20/1		000 500		20/1	-	AVI SYSTEM CONTROLS	10
11	SYSTEM (GAS DETECTOR)(EAST) (REF:1E-621) 24V DC CONTROL SYSTEM & 120V AC CONTROL	-	20/1			1639 0000	20/1	-	SPARE	12
13	SPARE	-	20/1	0000 0000			20/1	-	SPARE	14
15	SPARE	-	20/1		0000 0000		20/1	-	SPARE	16
17	SPACE	-	/1			0000 0000	/1	-	SPACE	18
19	SPACE	-	/1	0000 0000			/1	-	SPACE	20
21	SPACE	-	/1		0000 0000		/1	-	SPACE	22
23	SPACE	-	/1			0000 0000	/1	-	SPACE	24
25	SPACE	-	/1	0000 0000			/1	-	SPACE	26
27	SPACE	-	/1		0000 0000		/1	-	SPACE	28
29	SPACE	-	/1			0000 0000	/1	-	SPACE	30
31	 	 	 	 	 	 	 	 	 	32
33	 	 	 	 	 	 	 	 	 	34
35	 	 	 	 	 	 	 	 	 	36
37	 	 	 	 	 	 	 	 	 	38
39	 	 	 	 	 	 	 	 	 	40
41	 	 	 	 	 	 	 	 	 	42

DEMAND AMPS: 15.8 TOTALS 1600 2000 2139 CONNECTED kVA: 4.6 DEMAND kVA: 5.7

INFORMATION FROM EXISTING CONDITION IS PER AS-BUILT DRAWINGS, OR PER INFO THAT WAS RECENTLY VERIFIED BY EPS OF LAS VEGAS. CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN FIELD.

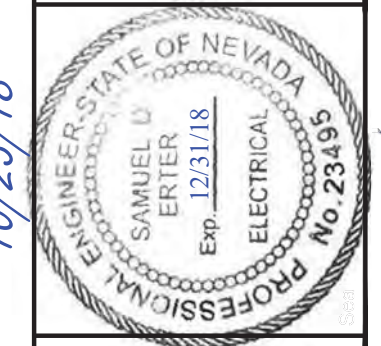
INSTALL

No	Revision Description	Date
4	ISSUED FOR BID	10-23-18

RTC Intergrated Bus Maintenance Facility (BMF)
 Maintenance Garage Gas Detecion Upgrade
 3212 Clitzen Ave, North Las Vegas, NV 89032
 APN Number 952070



EPS ENGINEERING & DESIGN
 A Division of Electric Power Systems International, Inc.
 © 2018 EPS ENGINEERING & DESIGN INC.
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR THE PRODUCTS OF THE OTHER SUBSIDIARIES OF THIS COMPANY MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.



RTC INTEGRATED BUS MAINTENANCE FACILITY (BMF)
 FIXED ROUTE MAINTENANCE BUILDING
 ELECTRICAL SCHEDULE
 Sheet Title

Designed	Project No. 952070	Scale	NO SCALE	Sheet No.	1 of 1	Project Status	XXX
Drawn	RBF	Checked	JMU	Approved		Issue Date	

FUEL SOLUTIONS
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

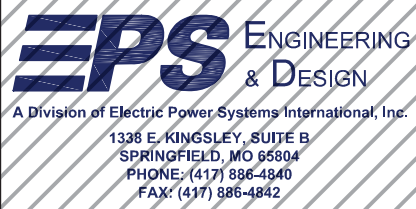
10/23/18

Samuel D. Erter

PANEL "ELPMA" SCHEDULE

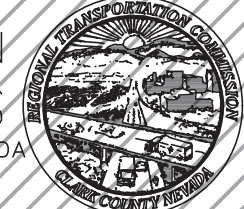
50 AMPS		MAIN BREAKER		208/120			VOLTS		3 PHASE		4 WIRE		10,000 AIC	
LOCATION: ELECTRICAL ROOM				VA			MOUNTING: SURFACE							
NO	DESCRIPTION	CNT	BKR/P	A	B	C	BKR/P	CNT	DESCRIPTION	NO				
1	FIRE ALARM CONTROL PANEL	-	20/1	1000 600			20/1	-	TELEPHONE BOARD	2				
3	HVAC CONTROL	-	20/1		1000 500		20/1	-	AVI SYSTEM CONTROLS	4				
5	AVI SYSTEM CONTROL	-	20/1			500 500	20/1	-	AVI SYSTEM CONTROLS	6				
7	PHOTO CELL CONTROL POWER	-	20/1	0000 0000			20/1	-	SPARE	8				
9	BATTERY CHARGER (IE-621)	-	20/1		0000 0000		20/1	-	SPARE	10				
11	RELAY CONTROLLER (IE-621)	-	20/1			0000 0000	20/1	-	SPARE	12				
13	SPARE	-	20/1	0000 0000			20/1	-	SPARE	14				
15	SPARE	-	20/1		0000 0000		20/1	-	SPARE	16				
17	SPACE	-	/1			0000 0000	/1	-	SPACE	18				
19	SPACE	-	/1	0000 0000			/1	-	SPACE	20				
21	SPACE	-	/1		0000 0000		/1	-	SPACE	22				
23	SPACE	-	/1			0000 0000	/1	-	SPACE	24				
25	SPACE	-	/1	0000 0000			/1	-	SPACE	26				
27	SPACE	-	/1		0000 0000		/1	-	SPACE	28				
29	SPACE	-	/1			0000 0000	/1	-	SPACE	30				
31										32				
33										34				
35										36				
37										38				
39										40				
41										42				
DEMAND AMPS:		TOTALS		1600	1500	1000	CONNECTED kVA:		4.1	DEMAND kVA:		4.1	REMOVAL	

INFORMATION FROM EXISTING DRAWINGS, OR PER INFO THAT WAS RECENTLY VERIFIED BY EPS OF LAS VEGAS. CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN FIELD.



EPS ENGINEERING & DESIGN
A Division of Electric Power Systems International, Inc.
1325 S. HIGHLAND AVENUE, SUITE 100
SPRINGFIELD, MO 65804
PHONE: (417) 591-4400
FAX: (417) 591-4482

REGIONAL TRANSPORTATION COMMISSION
INTEGRATED BUS MAINTENANCE FACILITIES
SIMMONS STREET
CITY OF NORTH LAS VEGAS, NEVADA



PROJECT NO. 952070
SCALE NO SCALE
DATE 12/29/18
DRAWN BY: RBF
CHECKED BY: MJJ
SHEET E8.4R

ISSUED FOR BID	10/23/18
Revision Description	
No.	

RTC
REGIONAL TRANSPORTATION COMMISSION

RTC Integrated Bus Maintenance Facility (IBMF)
Maintenance Garage Gas Detection Upgrade
3212 Clitzen Ave, North Las Vegas, NV 89032

APN Number 952070

Client

Sub-Contractors

10/23/18

PROFESSIONAL ENGINEER - STATE OF NEVADA
SAMUEL D. ERTER
Exp. 12/31/18
ELECTRICAL
No. 23245

RTC INTEGRATED BUS MAINTENANCE FACILITY (IBMF)
FIXED ROUTE MAINTENANCE BUILDING
ELECTRICAL SCHEDULE

Project No. 952070
Scale NO SCALE
Sheet 1 of 1
Project Status XXX

Designed: _____
Drawn RBF
Checked MJJ
Approved: _____
Issue Date: _____

FUEL SOLUTIONS
5755 Uplander Way, Suite A
Culver City, CA 90230
310-207-8548

PANEL "ELFMA" SCHEDULE

2 60 AMPS MAIN BREAKER 208/120 VOLTS 3 PHASE 4 WIRE 10,000 AIC

LOCATION: ELECTRICAL ROOM				VA			MOUNTING: SURFACE			
NO	DESCRIPTION	CNT	BKR/P	A	B	C	BKR/P	CNT	DESCRIPTION	NO
1	FIRE ALARM CONTROL PANEL	-	20/1	1000 600			20/1	-	TELEPHONE BOARD	2
3	FIRE ALARM CONTROL PANEL	-	20/1		1000 1000		20/1	-	HVAC CONTROL PANEL	4
5	LOCAL PAGE AMPLIFIER	-	20/1			500 0000	20/1	-	SPARE 2	6
7	CARD ACCESS CONTROL	-	20/1	1000 360			20/1	-	ELEVATOR RECEPTACLE	8
9	AVI SYSTEM CONTROL	-	20/1		1000 1000		20/1	-	ELEVATOR CONTROLS	10
11	SECURITY MONITORS	-	20/1			1000 500	20/1	-	ELEVATOR LIGHTS	12
13	FUEL MANAGEMENT	-	20/1	1000 640			20/1	-	PIT LIGHTS	14
15	LEVEL INDICATORS	-	20/1		1000 0000		20/1	-	PHOTO CELL CONTROL POWER	16
17	SPARE 2	-	20/1			0000 0000	20/1	-	SPARE	18
19	ELECTRICAL ROOM RECEPTACLE	-	20/1	360 0000			20/1	-	SPARE	20
21	SPARE	-	20/1		0000 0000		20/1	-	SPARE	22
23	24V DC CONTROL SYSTEM & 120V AC CONTROL SYSTEM (GAS DETECTOR) (EAST SIDE) (REF:IE-611)	-	20/1			1881 1430	20/1	-	24V DC CONTROL SYSTEM & 120V AC CONTROL SYSTEM (GAS DETECTOR) (WEST SIDE) (REF:IE-611)	24
25	SPARE	-	20/1	0000 0000			/1	-	SPARE 2	26
27	SPARE	-	20/1		0000 0000		/1	-	SPARE	28
29	SPARE	-	20/1			0000 0000	/1	-	SPARE	30
31										32
33										34
35										36
37										38
39										40
41										42
DEMAND AMPS: 42.5 2		TOTALS		4960	5000	5311	CONNECTED kVA: 12.2 2		DEMAND kVA: 15.3 2	

INFORMATION FROM EXISTING CONDITION IS PER AS-BUILT DRAWINGS, OR PER INFO THAT WAS RECENTLY VERIFIED BY EPS OF LAS VEGAS. CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN FIELD.

INSTALL

Project No: N/A

Scale: NO SCALE

Sheet: 1 of 1

Project Status: XXX

Designed: [Blank]

Drawn: RBF

Checked: JMU

Approved: [Blank]

Issue Date: [Blank]

FUEL SOLUTIONS

5755 Underwood Way, Suite A
Culver City, CA 90230
310-207-8548

Client: RTC Intergrated Regional Commission
Sunset Maintenance Facility
West Sunset Road Las Vegas, NV 89032
APN Number: [Blank]

RTIC ENGINEERING & DESIGN

A Division of Electric Power Systems International, Inc.

10/23/18

RTIC ENGINEERING & DESIGN

10/23/18

PANEL "ELFMA" SCHEDULE

50 Δ IR AMPS MAIN BREAKER 208/120 VOLTS 3 PHASE 4 WIRE 10,000 AIC

LOCATION: ELECTRICAL ROOM VA MOUNTING: SURFACE

NO	DESCRIPTION	CNT	BKR/P	A	B	C	BKR/P	CNT	DESCRIPTION	NO
1	FIRE ALARM CONTROL PANEL	-	20/1	1000 600			20/1	-	TELEPHONE BOARD	2
3	FIRE ALARM CONTROL PANEL	-	20/1		1000 1000		20/1	-	HVAC CONTROL PANEL	4
5	LOCAL PAGE AMPLIFIER	-	20/1			500 360 Δ IR	20/1	-	ELECTRIC ROOM RECEPTACLE Δ IR	6
7	CARD ACCESS CONTROL	-	20/1	1000 360			20/1	-	ELEVATOR RECEPTACLE	8
9	AVI SYSTEM CONTROL	-	20/1	1000 1000			20/1	-	ELEVATOR CONTROLS	10
11	SECURITY MONITORS	-	20/1			1000 500	20/1	-	ELEVATOR LIGHTS	12
13	FUEL MANAGEMENT	-	20/1	1000 640			20/1	-	PIT LIGHTS	14
15	LEVEL INDICATORS	-	20/1		1000 0000		20/1	-	PHOTO CELL CONTROL POWER	16
17	AVI SYSTEM CONTROLS	-	20/1			500 500 Δ IR	20/1	-	AVI SYSTEM DEVICES	18
19	AVI SYSTEM CONTROLS	-	20/1	500 500 Δ IR			20/1	-	AVI SYSTEM DEVICES	20
21	AVI SYSTEM CONTROLS	-	20/1		500 500 Δ IR		20/1	-	AVI SYSTEM DEVICES Δ IR	22
23	BATTERY CHARGER EAST (IE-611)	-	20/1			0000 0000 Δ IR	/1	-	SPARE	24
25	RELAY CONTROLLER EAST (IE-611)	-	20/1	0000 0000			/1	-	SPARE	26
27	BATTERY CHARGER WEST (IE-611)	-	20/1		0000 0000		/1	-	SPARE	28
29	RELAY CONTROLLER WEST (IE-611)	-	20/1			0000 0000	/1	-	SPARE	30
31										32
33										34
35										36
37										38
39										40
41										42

DEMAND AMPS: 41.7 Δ IR TOTALS 5600 6000 3360 CONNECTED kVA: 15.0 Δ IR DEMAND kVA: 15.0 Δ IR

INFORMATION FROM EXISTING CONDITION IS PER AS-BUILT DRAWINGS, OR PER INFO THAT WAS RECENTLY VERIFIED BY EPS OF LAS VEGAS. CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN FIELD.


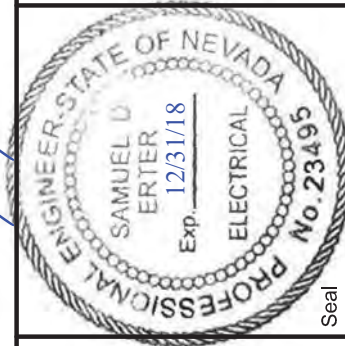
REMOVAL

FIXED ROUTE - MAINTENANCE BUILDING ELECTRICAL SCHEDULES

EPS ENGINEERING & DESIGN
A Division of Electric Power Systems International, Inc.
1539 E. HOOPER WAY, SUITE 6
SPRINGVILLE, UT 84904
PHONE: (435) 486-4549
FAX: (435) 486-4542

REGIONAL TRANSPORTATION COMMISSION
INTEGRATED BUS MAINTENANCE FACILITIES
SIMMONS STREET
CITY OF NORTH LAS VEGAS, NEVADA

PROJECT NO.: 950070
DATE: 12/26/95
DRAWN BY: R
CHECKED BY: J

ISSUED FOR BID	10/27/18						
ADD NEW TITLE BLOCK	10/18/18						
Revision Description							
No							
<p>RTC Intergrated Regional Commission Sunset Maintenance Facility West Sunset Road Las Vegas, NV 89032 APN Number</p>							
							
<p>EPS ENGINEERING & DESIGN A Division of Electric Power Systems International, Inc. © 2018 EPS ENGINEERING & DESIGN, INC. DRAWINGS AND SPECIFICATIONS ARE NOT INTENDED TO BE USED FOR CONSTRUCTION OF THE PROJECT WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER. Sub Consultants</p>							
							
<p>RTC INTEGRATED BUS MAINTENANCE FACILITY (SMF) BUILDING ELECTRICAL SCHEDULES</p>							
Project No.	N/A	NO SCALE	E8.9R		Sheet 1 of 1	Project Status	XXX
Drawn	JMU	Checked	JMU	Approved		Issue Date	
<p>FUEL SOLUTIONS 5755 Uplander Way, Suite A Culver City, CA 90230 310-207-8848</p>							

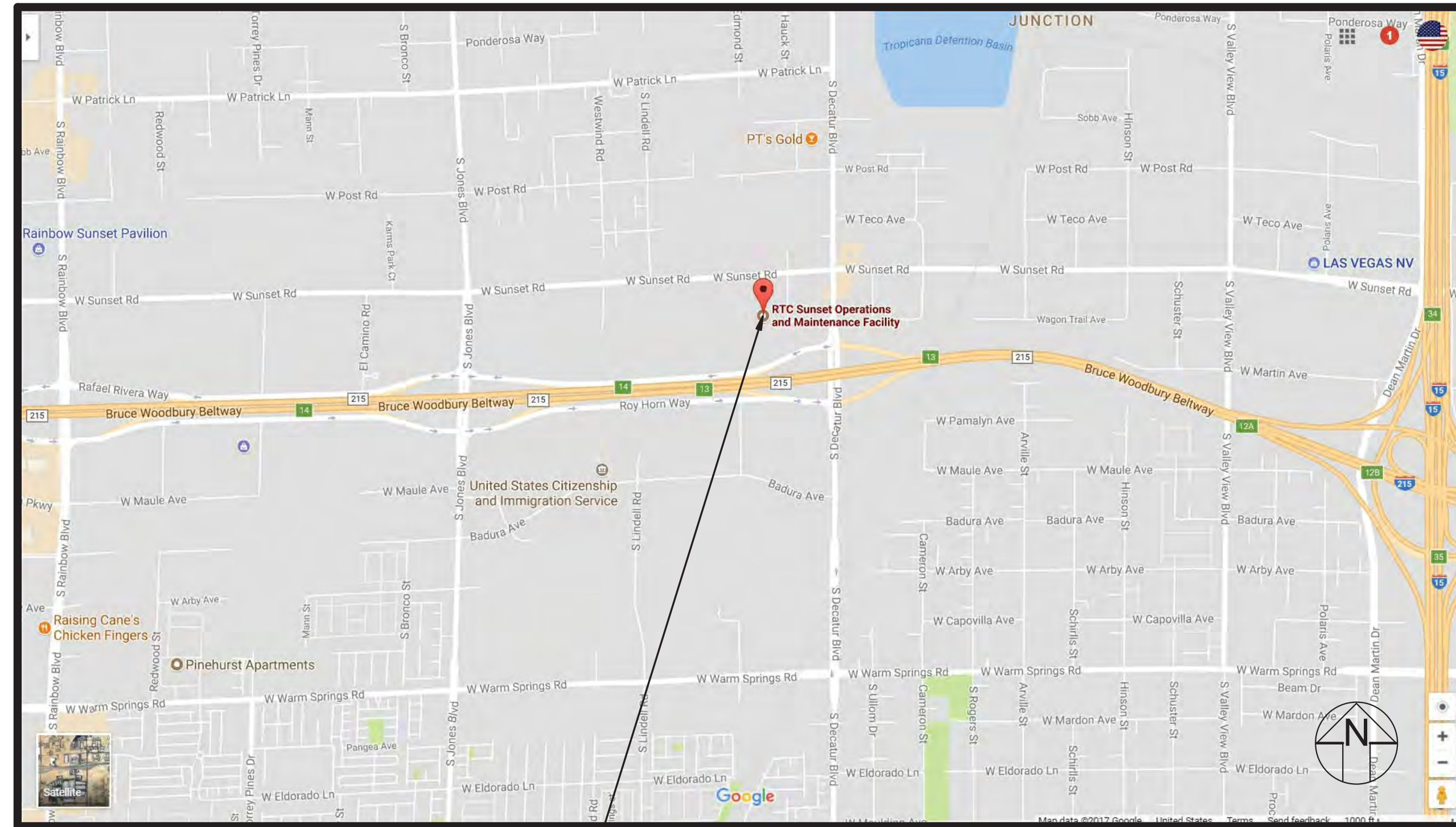
Regional Transportation Commission of Southern Nevada

MAINTENANCE GARAGE GAS DETECTION UPGRADE Sunset Maintenance Facility (SMF)

5165 W. Sunset Road, Las Vegas NV 89118 APN Number 176-01-502-029

ABBREVIATIONS LIST

- # POUND, NUMBER OR CLASS
- A/C ASPHALT CONCRETE OR AIR CONDITIONING
- AFF ABOVE FINISHED FLOOR
- A/G ABOVE GROUND
- AHJ AUTHORITY HAVING JURISDICTION
- B20 DIESEL FUEL BLENDED W/ 20% BIODIESEL
- B/G BELOW GROUND
- BLDG BUILDING
- BTWN BETWEEN
- BV BALL VALVE
- CA COMPRESSED AIR
- CAC CALIFORNIA ADMINISTRATIVE CODE
- CL CENTER LINE
- CLF CHAIN LINK FENCE
- CLR CLEARANCE
- CMU CONCRETE MASONRY UNIT
- CNG COMPRESSED NATURAL GAS
- COMP COMPRESSOR
- CONC CONCRETE
- CONN CONNECTION
- CONT CONTINUOUS OR CONTINUATION
- CP CATHODIC PROTECTION
- CPLG COUPLING
- CS CARBON STEEL
- CU FT CUBIC FEET
- CV CHECK VALVE
- DEPT DEPARTMENT
- DIA OR Ø DIAMETER
- DISCH DISCHARGE
- DISPR DISPENSER
- DSL DIESEL
- DWG DRAWING
- (E) EXISTING
- E85 GASOLINE BLENDED W/ 85% ETHANOL
- EA EACH
- ELEV ELEVATION
- E/O EDGE OF
- ESD EMERGENCY SHUTDOWN DEVISE
- ENCL ENCLOSURE
- FC FAIL CLOSED
- FH FIRE HYDRANT
- FIG FIGURE
- FLG FLANGE
- FMT FUEL MANAGEMENT TERMINAL
- FNPT FEMALE NATIONAL PIPE THREAD
- FOM FACE OF MASONRY
- FRP FIBERGLASS REINFORCED PLASTIC
- FT FOOT
- FX FIRE EXTINGUISHER
- GALV GALVANIZED
- GND ELECTRICAL GROUND
- H HIGH
- HEX HEAT EXCHANGER
- HT HEIGHT
- HC HANDICAP
- HORIZ HORIZONTAL
- HP HIGH PRESSURE
- IBC INTERNATIONAL BUILDING CODE
- ICBO INTERNATIONAL CONFERENCE OF BLDG...
- ID INSIDE DIAMETER
- IFC INTERNATIONAL FIRE CODE
- IP INTERNET PROTOCOL
- IPC INTERNATIONAL PLUMBING CODE
- KVA KILOVOLT AMPS
- LAV LAVATORY
- LB POUND (WEIGHT)
- LC LOCKED CLOSED
- LF LINEAR FOOT
- LG LONG
- LKG LOOKING
- LO LOCKED OPEN
- LS LANDSCAPING
- MAWP MAX ALLOWABLE WORKING PRESSURE
- MAX MAXIMUM
- MB MACHINE BOLT
- MBV MANUAL BALL VALVE
- MO MASONRY OPENING
- MU / MUA MAKE UP / MAKE UP AIR
- MGMT MANAGEMENT
- MIL MILITARY STANDARD
- MIN MINIMUM
- MSA METER SET ASS'Y
- MTR MOTOR
- (N) NEW
- N/A NOT APPLICABLE
- NC NORMALLY CLOSED
- NEC NATIONAL ELECTRICAL CODE
- NFPA NATIONAL FIRE PROTECTION...
- NGV NATURAL GAS VEHICLE
- NIC NOT IN CONTRACT
- NO NORMALLY OPEN or NUMBER
- NPS NATIONAL PIPE STANDARD
- NPT NATIONAL PIPE THREAD
- NTS NOT TO SCALE
- NV NEEDLE VALVE
- NX NEXT
- OC ON CENTER
- OH OVERHEAD
- PB PUSH BUTTON
- PBE PLAIN BOTH ENDS
- PE POLYETHYLENE
- PL PROPERTY LINE
- PLC PROGRAMMABLE LOGIC CONTROLLER
- P/N PART NUMBER
- POC POINT OF CONNECTION
- PR PRESSURE REGULATOR
- PRV PRESSURE RELIEF VALVE
- PSI POUNDS PER SQUARE INCH
- PSIG POUNDS PER SQUARE INCH GRADIENT
- PV PLUG VALVE
- PVC POLYVINYLCHLORIDE
- RCP REINFORCED CONCRETE PIPE
- RED REDUCER
- REF REFERENCE
- REIN REINFORCEMENT
- RF RAISED FACE
- RFF RAISED FACE FLANGE
- RFWN RAISED FACE WELD NECK
- RTJ RING TYPE JOINT
- SCF STANDARD CUBIC FEET
- SCFH STANDARD CUBIC FEET PER HOUR
- SCH SCHEDULE
- SCG So Cal Gas
- SD SEWER DRAIN
- SEC SECTION
- SIM SIMILAR
- SPKLR SPRINKLER
- SQ SQUARE
- SQ FT, SF SQUARE FOOT
- SS STAINLESS STEEL
- STD STANDARD
- SW SOCKET WELD
- THK THICK
- THD or THD'D THREAD or THREADED
- THRU THROUGH
- TOS TOP OF SLAB
- TYP TYPICAL
- U/G UNDERGROUND
- ULR UNLEADED REGULAR
- UNO UNLESS NOTED OTHERWISE
- VERT VERTICAL
- VIF VERIFY IN FIELD
- VTA VENT TO ATMOSPHERE
- W WIDE / WIDTH
- W WITH
- WWM WELDED WIRE MESH
- XFMR TRANSFORMER
- XXS EXTRA EXTRA OR DBL EXTRA STRONG



PROJECT LOCATION

PROJECT CONSULTANTS

LEAD DESIGN AND MECHANICAL ENGINEER
FUEL SOLUTIONS, INC.
 5755 UPLANDER WAY, SUITE A
 CULVER CITY, CA 90230
 310-207-8548
 ATTN: REB GUTHRIE
 ATTN: FAYE FARAHMAND, PE

ELECTRICAL ENGINEER
EPS ENGINEERING & DESIGN
 7925 DUNBROOK RD. SUITE G
 SAN DIEGO, CA 92126
 760-703-4600
 ATTN: RANDY VANESS



MAINTENANCE BLDG

FOC BLDG

PROJECT AREA

SHEET LIST	
SHEET	TITLE
2G-001	COVER SHEET & INDEX
2G-002	PROJECT GENERAL NOTES
2G-101	SITE PLAN
2M-111	FIXED ROUTE MAINTENANCE BUILDING FLOOR PLAN
2M-112	FIXED ROUTE MAINTENANCE BUILDING REFLECTED CEIL
2M-121	FOC BUILDING FLOOR PLAN
2M-122	FOC BUILDING REFLECTED CEILING PLAN
2M-501	SEQUENCE OF OPERATION AND EQUIPMENT SCHEDULE
2E-011	GENERAL ELECTRICAL NOTES OF MAINTENANCE BUILDING
2E-021	GENERAL ELECTRICAL NOTES OF FOC BUILDING
2E-111	CONDUIT CEILING PLAN OF MAINTENANCE BUILDING
2E-121	CONDUIT CEILING PLAN OF FOC BUILDING
2E-511	ELECTRICAL DETAILS OF MAINTENANCE BUILDING
2E-512	ELECTRICAL DETAILS OF MAINTENANCE BUILDING
2E-513	ELECTRICAL DETAILS OF MAINTENANCE BUILDING
2E-521	ELECTRICAL DETAILS OF FOC BUILDING
2E-522	ELECTRICAL DETAILS OF FOC BUILDING
2E-523	ELECTRICAL DETAILS OF FOC BUILDING
2E-611	SINGLE LINES OF MAINTENANCE BUILDING
2E-621	SINGLE LINE OF FOC BUILDING
2E-711	THREE LINES OF MAINTENANCE BUILDING
2E-721	THREE LINES OF FOC BUILDING
2E-811	FLOOR PLAN OF MAINTENANCE BUILDING
2E-821	FLOOR PLAN OF FOC BUILDING
E7.23	PANEL SCHEDULE - MAINTENANCE BUILDING (INSTALL)
E7.23	PANEL SCHEDULE - MAINTENANCE BUILDING (REMOVAL)
E7.27	PANEL SCHEDULE - FOC BUILDING (INSTALL)
E7.27	PANEL SCHEDULE - FOC BUILDING (REMOVAL)

10/25/2018 7:19:43 PM
 C:\ESS_Sync_PC2\RTCC Detection (garage moods) 6-16\$M\FIS CAD\Rev\RTCC-Sunset Facility.rvt

11/16/17
 Issue Date

FS-0978
 Project No.

NONE
 Scale

2G-001
 Sheet No.

0 of 0
 Sheet 0 of 0

90% DD
 Project Status

RTCC Sunset Maintenance Facility (SMF)
 COVER SHEET & INDEX

Sub-Consultants

Client

APN Number 176-01-502-029

5165 W Sunset Rd, Las Vegas, NV 89118

Maintenance Garage Gas Detection Upgrade

RTC Sunset Maintenance Facility (SMF)

FUEL SOLUTIONS, INC.
 5755 Uplander Way, Suite A
 Culver City, CA 90230
 310-207-8548

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: AWARD BID		
PETITIONER: MJ MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE AWARD OF BID NO. 19-020CON, LAS VEGAS BOULEVARD MAX STATIONS ADA IMPROVEMENTS, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, RM CONTRACTING, LLC, IN THE NOT-TO-EXCEED AMOUNT OF \$670,650.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$670,650.00 are budgeted and available in Transit Fund for Fiscal Year 2020. A total \$536,520.00 (80%) is eligible for reimbursement with federal funds.


BACKGROUND:

Bid No. 19-020CON, Las Vegas Boulevard MAX Stations ADA (Americans with Disabilities Act) Improvements Project, was issued on February 11, 2020. The bids were received and opened at a public bid opening on March 10, 2020. The result follows:

Bidder	Amount
RM CONTRACTING, LLC	\$670,650.00
UNICON, LLC	\$705,000.00
CG&B ENTERPRISES, INC.	\$797,519.00
LAS VEGAS PAVING CORPORATION	\$896,558.00
BLACK CANYON CONSTRUCTION	\$923,385.00
SHAW-LUNDQUIST ASSOCIATES, INC	\$1,090,399.00
MAILE CONCRETE (MAILE INC.)	\$1,130,000.00
MULLER CONSTRUCTION (CMMCM, LLC.)	\$1,170,756.89

The federal Disadvantaged Business Enterprise (DBE)/ Small Business Enterprise (SBE) mandatory project specific goal is 18.4 percent. The bidder's commitment is 18.4 percent. Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible bidder, RM Contracting, LLC, in the not-to-exceed amount of \$670,650.00.

Respectfully submitted,

DocuSigned by:

428D93C7E2244C6...

MJ MAYNARD
Chief Executive Officer

***RTC Item #9
April 9, 2020
Consent***



RTC CONTRACTOR AGREEMENT

THIS RTC-CONTRACTOR AGREEMENT (the “Contract”) is made and entered into this 9th day of April, 2020, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (the “RTC”) and RM Contracting, LLC, (the “Contractor”).

RECITALS:

WHEREAS, the Contractor having submitted a Bid to the RTC for the construction of the project commonly known and referred to as LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS, Bid No. 19-020CON; and

WHEREAS, the RTC Commission, after due consideration of the submitted bids, awarded a contract to the Contractor for the construction of the Project in the amount set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. **PROJECT DESCRIPTION.** The Project consists of the construction more fully set forth and described in the Contract Documents (defined in the Drawings, included in the Bid Documents, as defined in the Definitions in Exhibit B, General Conditions attached hereto).
2. **CONSTRUCTION COVENANT.** The Contractor hereby covenants and agrees to undertake and complete the Work (defined in the Scope of Work in Exhibit A, General Conditions in Exhibit B attached hereto and specifications and drawings) in a good, substantial and workmanlike manner. The Contractor further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and to accept payment of the Contract Amount as complete compensation therefore (including all of the expenses, direct or indirect, incurred by the Contractor in connection therewith).
3. **CONTRACT AMOUNT.** For performance of the Work, the RTC agrees to pay the Contractor the following lump sum Bid amount: **(\$560,650.00)** (the “Contract Amount”). In addition to the Bid Amount, the RTC requires an Owner-Controlled Allowance of **\$90,000.00** and a Permit Allowance of **\$20,000.00**, for a total not-to-exceed amount of **\$670,650.00**. The aforementioned amount is subject to increase or decrease as provided in the Contract.
4. **DOCUMENT INCORPORATION.** The Contract consists of this two page document and the following documents attached or as referenced to are incorporated herein as a part hereof:
 - A. Scope of Work Exhibit A (attached)
 - B. Bid Proposal (including attachments thereto), Exhibit B (attached)
 - C. General Conditions, Exhibit C (attached)
 - D. Special Provisions, included in the Bid Documents (as defined in the General Conditions)
 - E. Drawings, included in the Bid Documents (as defined in the General Conditions)
 - F. Addenda No. 1, dated March 2, 2020; and associated Drawings, included in the Bid Documents (as defined in the General Conditions)
 - G. Current Certificate(s) of Insurance and Endorsement(s) submitted by Contractor
 - H. Performance Bond, Labor and Material Payment Bond, and Guaranty Bond submitted by Contractor
 - I. 5% and 2 Hour (1%) Subcontractor Lists (as attached)
 - J. Prevailing Wage Rates and/or Federal Wage Rates, Exhibit D (as attached)
 - K. Federal Conditions, Exhibit E (as attached)
 - L. Attachments included in the NGEM website
 - M. Invitation to Bid No. 19-020CON
5. **COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **275 calendar days** thereafter, subject to adjustments of this

Contract Time as provided in the Contract Documents.

6. **LIQUIDATED DAMAGES.** Liquidated Damages are provided for in Section GC.6 (all paragraphs except GC.6.B) of the General Conditions in the amount of **\$350 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or RTC approved extensions thereof, or other non-compliances as specified. For non-compliances of GC.6.B, the RTC may recover directly from the Contractor liquidated damages in the amount of 1% of the cost of the largest contract to which it is a party.

(Federally funded projects) Any federally funded contract is required to contain either:

- A. Liquidated damages provisions based on anticipated damages to be suffered by the RTC which are impossible to determine due to late delivery performance and are to be shown in the contract a specified rate per day, or
 - B. Actual damages to RTC and the method of calculation documented in the procurement file.
- The above-referenced Liquidated Damages amount(s) is/are reflective of this requirement.

7. **ELECTRONIC SIGNATURE.** This Contract and related documents may be executed by the parties separately and will be considered signed when the signature of a party is delivered by facsimile or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such facsimile signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing facsimile signatures. By signing this Contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **NOTICES.** Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the RTC: Regional Transportation Commission of Southern Nevada
Purchasing & Contracts Manager
Second Floor
600 South Grand Central Parkway
Las Vegas, NV 89106

To the Contractor: RM Contracting, LLC
John Ruttman (Manager)
3315 E. Russell Rd. Ste A-4-147
Las Vegas NV 89120

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

IN WITNESS WHEREOF, the RTC and the Contractor have made and executed this Agreement on the day and year first above written.

CONTRACTOR COMPANY

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: 
9E6F7855D6744B1
JOHN RUTTMAN
Manager

By: _____
LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: 
C20A409B6B774C9
RTC Legal Counsel

By: _____
MARIN DUBOIS
Management Analyst

EXHIBIT A
(to the RTC-Contractor Agreement)
BID PROPOSAL

(See attached)

The Las Vegas Boulevard MAX Stations ADA Improvements project is located between Carey Avenue to Craig Road. The project involves 14 Max Stations that require removal of the existing tactile warning panels on the transit platforms that are in disrepair and install new panels integral to the transit platforms. Work includes, but not limited to, (a) removal and replacement of the existing platforms and ramps at each of the Max Stations, (b) removal of the existing curb and gutter with integral trench drains, and construction of new curb and gutter, (c) protection of existing features not designated for removal (d) traffic control, (e) ex. utilities to be located both horizontally and vertically prior to commencement of removal operations due to high-pressure gas line, other overhead and underground utilities are located within the project area, (f) coordination with utility providers is described in Section 105 of the Special Provisions, (g) compliance with NDOT, City of North Las Vegas and Clark County requirements as described in Section 107 of the Special Provisions.



RTC ITB No. 19-020CON Addendum 1

RM Contracting

Supplier Response

Event Information

Number: RTC ITB No. 19-020CON Addendum 1
Title: Las Vegas Boulevard MAX Transit Stations ADA Improvements
Type: Invitation for Bid
Issue Date: 2/11/2020
Deadline: 3/10/2020 03:00 PM (PT)
Notes: The work includes, but is not limited to the Las Vegas Boulevard MAX Stations ADA Improvements project is located between Carey Avenue to Craig Road. The project involves 14 MAX Stations that require removal of the existing tactile warning panels on the transit platforms that are in disrepair and install new panels integral to the transit platforms. Work shall include, but not limited to (a) removal and replacement of the existing platforms and ramps at each of the MAX Stations (b) removal of the existing curb and gutter with integral trench drains, and construction of new curb and gutter (c) protection of existing features not designated for removal (d) traffic control (e) ex. utilities to be located both horizontally and vertically prior to commencement of removal operations due to high-pressure gas line, other overhead and underground utilities are located within the project area (f) coordination with utility providers is described in Section 105 of the Special Provisions (g) compliance with NDOT, City of North Las Vegas and Clark County requirements as described in Section 107 of the Special Provisions.

Contact Information

Contact: Royal Alexander
Address: Purchasing and Contracts
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106-4512

Phone: (702) 676 x1637

Email: alexanderro@rtcshv.com

RM Contracting Information

Address: 3315 E. Russell Rd. Ste. A-4-147
Las Vegas, NV 89120
Phone: (973) 986-0487

By selecting the

John Ruttman
Signature

john.ruttman@rmcontractingnv.com
Email

Submitted at 3/10/2020 1:38:58 PM

Requested Attachments

BIDDER'S BUSINESS LICENSE

Business License.pdf

Bidder must upload a copy of the Bidder's business license. The Bidder's business license is required to be submitted with Bid.

BID PROPOSAL INFORMATION

Bid Proposal Information.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

BID BOND

Bid Bond.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

5% SUBCONTRACTOR LIST

5% Subcontractor List.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Organizational Conflict of Interest Statement-Signed.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

DISCLOSURE OF OWNERSHIP FORM

Disclosure of Ownership-Signed.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

FEDERAL CONDITIONS FORMS

Federal Conditions.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

PROJECT WORKFORCE CHECKLIST

Project_Workforce_Checklist.pdf

Bidder must upload the completed document provided by the RTC in the Attachments Tab.

2-HOUR SUBCONTRACTOR LIST

2 HR Subcontractor List.pdf

The THREE APPARENT LOW BIDDERS are required to submit the 1% Subcontractor List within TWO HOURS of the Bid Opening OR this form may be uploaded and submitted with the online bid.

BID SCHEDULE OF VALUES

No response

The THREE APPARENT LOW BIDDERS are required to submit the Bid Schedule of Values within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

LIST OF COMPLETED PROJECTS

No response

The THREE APPARENT LOW BIDDERS are required to submit the List of Completed Projects within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPPLIER LIST

No response

The THREE APPARENT LOW BIDDERS are required to submit the Supplier List within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

SUPERINTENDENT RESUME*No response*

The THREE APPARENT LOW BIDDERS are required to submit the Name of Superintendent and Resume of completed projects by the Superintendent in his or her capacity as a Superintendent within ONE BUSINESS DAY after the completion of the Bid Opening OR this form may be uploaded and submitted with the online bid.

Bid Attributes**1 BIDDER TAX ID NUMBER**

Enter Bidder's tax ID number.

82-3566264

2 NEVADA STATE CONTRACTOR'S LICENSE

Bidder's Nevada State Contractor's License Number, Classification, and Monetary Limit (if any)

0084799, A-General Engineering, Unlimited

3 BID PROPOSAL ACKNOWLEDGEMENT

The Bidder hereby proposes and agrees to the following:

- A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Schedule and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

Acknowledged

4 BIDDER REPRESENTATION ACKNOWLEDGEMENT

The Bidder hereby represents to the RTC the following:

- A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

Acknowledged

5 ADDENDA ACKNOWLEDGEMENT

Prior to the Bid Opening, the RTC will post any Addenda on the NGEM website. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

The failure of the Bidder to review the NGEM website to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

Recognizing this responsibility, the Bidder hereby acknowledges receipt of any and all addenda issued in connection with this solicitation.

Acknowledged

6 MANDATORY DISADVANTAGED BUSINESS ENTERPRISE/SMALL BUSINESS ENTERPRISE (DBE/SBE) GOAL

The RTC has established a mandatory SBE goal that is 18.4% of the total dollar value of the contract. Bidder acknowledges that it has read and understood the provisions regarding the SBE goal.

Addendum No. 1

7 ACKNOWLEDGEMENT OF NRS 338.01165

Bidder acknowledges that it has read and understood the provisions regarding to NRS 338.01165 (Requirements relating to use of apprentices on public works).

Addendum No. 1

Bid Lines**1 WORK.**

All Work associated with the project. This item shall be priced as a lump sum and shall include all costs, including, but not limited to, the construction and services required by the Contract Documents, whether complete or partially completed, all labor, materials, equipment, management, supervision, overheads, profit, applicable taxes, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract. The Work may constitute the whole or part of the Project.

Quantity: 1 UOM: LS Unit Price: Total:

2 OWNER CONTROLLED ALLOWANCE.

Any work performed under the Owner Controlled Allowance shall not be performed until the Contractor is instructed to proceed by the RTC in writing. The Contractor and the project manager will keep strict account of all costs involved with the Owner Controlled Contingency.

Quantity: 1 UOM: OWNER CONTROLLED ALLOWANCE Unit Price: Total:

Item Notes: The Owner Controlled Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

3 PERMIT ALLOWANCE.

The Contractor is responsible for obtaining all permits and fees and shall provide proof of payment for each with its progress payment requests.

Quantity: 1 UOM: PERMIT ALLOWANCE Unit Price: Total:

Item Notes: The Permit Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

Response Total: \$670,650.00

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002230292
LICENSE NUMBER: 2003260-023-140
LICENSE PERIOD: 11/01/2019 - 04/30/2020

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:
RM Contracting, LLC
Ste. A-4-147
3315 E Russell Rd
Las Vegas, NV 89120

BUSINESS LOCATION ADDRESS:
Ste. A-4-147
3315 E Russell Rd
Las Vegas, NV 89120

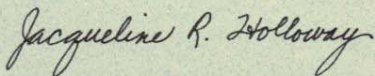
TYPE OF LICENSE: Construction - Contractor

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

Current Planning Comments :
C-2 zone. Approved for contractor.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252



BID PROPOSAL INFORMATION

PWP NO. CL-2020 _233

COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:

BP.1 IN GENERAL

A. Bidder Name RM Contracting, LLC

B. Contact Name John Ruttman

C. Address 3315 E. Russell Rd., Ste. A-4-147

D. City Las Vegas

E. State Nevada

F. Zip Code 89120

G. Telephone No. 973-986-0487

H. Fax No. _____

I. E-mail Address john.ruttman@rmcontractingnv.com

J. Tax ID No. 82-3566264

K. A local emerging small business is defined in NRS 231 as a business that has been certified by the Office of Economic Development. Is the Bidder a certified local emerging small business? (Check one) Yes No

BP.2 NEVADA STATE CONTRACTOR'S LICENSE

A. License No. 0084799

B. Classification A- General Engineering

C. Monetary Limit (if any) Unlimited

BP.3 BUSINESS LICENSE

A. Jurisdiction Nevada

B. License No. NV20171771520

BP.4 BID PROPOSAL

The Bidder hereby proposes and agrees to the following:

- A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.
- B. To undertake and complete the Work (defined in the Instructions to Bidders and the Contract) in a good, substantial, workmanlike and expeditious manner for the total bid amount set forth in the Bid Line Items (*see Line Items Tab in NGEM*), and to provide all of the labor, materials, tools, equipment, transportation and other facilities necessary to properly complete the Work in accordance with the Contract.
- C. To commence the Work within the time set forth in the Notice to Proceed and to complete the same by the deadline set forth in the Contract unless extensions thereto have been granted by the RTC.
- D. To provide the required bonds and insurance, as applicable, and to execute and return the required RTC-Contractor Agreement and all required attachments, to the RTC within the time set forth in the Instructions to Bidders.

BP.5 BIDDER REPRESENTATIONS

The Bidder hereby represents to the RTC the following:

- A. That the Bidder has examined the Bid Documents and is familiar with all of the requirements set forth therein including, without limitation, the character and quality of the Work required to be performed, and the materials to be

- furnished in order to complete the Work.
- B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- C. That the Bidder has carefully checked the bid amount(s) set forth in the Bid Schedule (see NGEM Line Item tab), and agrees that the RTC shall not be responsible for any errors or omissions in the preparation and submission of the Bid Proposal.
- D. That the Bid is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.

BP.6 ADDENDA

Prior to the Bid Opening, the RTC will post any Addenda for download on the NGEM website <https://nevada.ionwave.net>. The Bidder hereby acknowledges, however, that it is responsible for ascertaining the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Bid Proposal.

Recognizing this responsibility, the Bidder hereby acknowledges receipt of the following addenda:

Addendum <u>1</u>	Initial <u>JR</u>	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____

The failure of the Bidder to review the website specified above to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i) reject the Bid of the Bidder as being non-responsive, or (ii) to accept the Bid of the Bidder in which event the Bidder agrees to be bound by all of the terms and conditions of each unacknowledged Addendum (despite not having read such Addendum).

BP.7 BIDDER CHECKLIST

The Bidder hereby submits the applicable attachments marked with an asterisk (*) in NGEM, as required in the IB.26 to be submitted as part of the sealed Bid Proposal at the Bid Opening.

IN WITNESS THEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 9th day of March, 2020.

RM Contracting, LLC

Legal Name of Firm

John Ruttman
Authorized Signature

John Ruttman

Name/Typed or Printed

Manager

Title

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disadvantaged Business Enterprise?

No Yes *If Yes, specify* MDE WBE DBE

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise?

No Yes *If Yes, specify Certifying Agency* _____

Attach a copy of your certification



BID BOND

BOND NUMBER: NAV-8478

DATE EXECUTED: March 10th, 2020

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has submitted a bid to the Regional Transportation Commission of Southern Nevada (herein the "RTC") to perform all work required under the Bid Documents issued in connection with Bid No. 19-020CON, of the RTC for the project commonly known and entitled, to wit: *see below (herein the "Contract").

*Las Vegas Boulevard Max Transit Stations ADA Improvements

WHEREAS this bond is being issued to secure the execution of the Contract by the Contractor.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, are held and firmly bound unto the RTC in the penal sum of five percent (5%) of the total amount of the bid submitted by the Contractor to the RTC for the work described in the Contract for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents. *Ninety Thousand and 00/100 Dollars (\$90,000.00)

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such if the Contractor is awarded a contract by the RTC and, within the time and manner required under the Bid Documents and the bid submitted to the RTC and furnishes the required insurance and bonds to guarantee faithful performance of the Contract with the RTC and the payment of labor and materials used in connection therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN THE EVENT suit is brought upon this bond by the RTC and judgment is recovered, the Surety agrees to pay all costs incurred by the RTC in such suit, including a reasonable attorney's fee to be fixed by the Court.

Bond must be acceptable to the Regional Transportation Commission of Southern Nevada

RM Contracting LLC
(Principal Contractor)
John Ruttman, Member
(Authorized Representative and Title)
By: *John Ruttman*
(Signature)

Surety: Navigators Insurance Company
839097
(State of Nevada, License Number)
Ethan Baker, Attorney-in-Fact
(Appointed Agent Name)
By: *Ethan Baker*
(Signature)

Address: 10851 N. Black Canyon Hwy, Suite 640, Phoenix, AZ 85029
Telephone: (602) 396-7533

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



NAVIGATORS INSURANCE COMPANY

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, that NAVIGATORS INSURANCE COMPANY, a New York Corporation (the "Company"), with offices at 400 Atlantic Street, 8th Floor, Stamford, CT 06901, has made, constituted and appointed and by these presents, does make, constitute and appoint:

Ethan Baker; Jeremy Crawford; Michael D. Williams of Phoenix, AZ

its true and lawful Attorney-in-fact, to have full power to act without other or others, to make, execute, seal and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of \$20,000,000.00 Dollars.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its Corporate Seal attested by its Corporate Secretary.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following Resolutions adopted by the Board of Directors of the Company on the 28th day of September 2009:

RESOLVED, that the President, any Senior Vice President or the Vice President & Treasurer (each, a "Senior Officer"), or any person designated by any one of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company; and further,

RESOLVED, that the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile Seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached.

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following resolution adopted by the Board of Directors of the Company on the 28th day of September 2009:

RESOLVED, that the signature of a Senior Officer of this Company, or any person designated by any one of them, and the Seal of this Company may be affixed or printed on any and all bonds, undertakings, recognizances or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 11th day of November, 2016 and Stamford, Connecticut.



By: [Signature] Senior Vice President

Attest: [Signature] Assistant Secretary

STATE OF CONNECTICUT ss: STAMFORD COUNTY OF FAIRFIELD

On the 11th day of November, 2016, before me personally came Emily B. Miner to me known, who being by me duly sworn, did depose and say that she is a Senior Vice President of NAVIGATORS INSURANCE COMPANY, the Company described in and which executed the above instrument, that she knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that she signed his name thereto by like order.

(Notary Seal)

By: [Signature] Notary Public Commission Expires:

CERTIFICATE

MICHELLE MATEUS NOTARY PUBLIC OF CONNECTICUT My Commission Expires 10/31/2017

STATE OF CONNECTICUT ss: STAMFORD COUNTY OF FAIRFIELD

I, Deepa Nayini, the Assistant Secretary of NAVIGATORS INSURANCE COMPANY, a New York corporation (the "Company"), do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto my hand and affixed the corporate seal this 10th day of March, 2020.



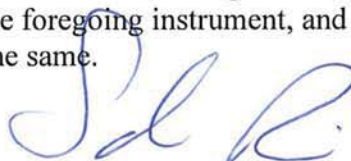
By: [Signature] Deepa Nayini, Assistant Secretary



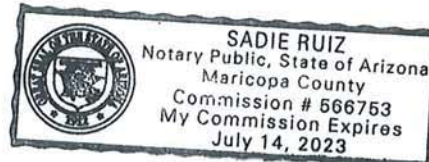
Acknowledgment of Surety

State of Arizona
County of Maricopa

On this 10th day of March 2020 before me personally appeared **Ethan Baker** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Navigators Insurance Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





5% SUBCONTRACTOR LIST

The Contractor awarded the Contract shall not substitute a Subcontractor who is named in the Bid, pursuant to NRS 338.141. The following Subcontractors shall be utilized. A Bidder which fails to list a Subcontractor(s) represents that no Subcontractor(s) meet the statutory requirements. **The Bidder shall include its name on the list if it will perform any of the labor or portions of Work specified which is required to be listed.** You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM	NAME OF SUBCONTRACTOR OR BIDDER PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
<i>All works not listed</i>	<i>R.M. Contracting, LLC</i> Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	<i>84799</i>
<i>Concrete work</i>	<i>GM Construction</i> Check if applicable: <input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	<i>79782</i>
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

Bidder Name: *R.M. Contracting, LLC* Bidder Signature: *John Tuttle*
 Address: *3315 E. Russell Rd. Ste A-4147* Total Base Bid Amount \$ *670,650.00* Date: *3/10/20*
Las Vegas, NV 89120



2 HOUR SUBCONTRACTOR LIST

(List of First Tier Subcontractors Performing Over \$250,000 and First Tier Subcontractors Performing 1% of the Total Base Bid or \$50,000 Whichever is Greater and Bidder Performing 1% of the Total Base Bid and Which is not being Performed by a Listed Subcontractor)

The three low Bidders must submit this form if they have Subcontractor(s) meeting the requirements of NRS 338.141, and have it time-stamped within two hours after completion of the opening of the Bids. Submissions after the two hours will be rejected and/or returned unopened. The Contractor awarded the Contract shall not substitute any person for a Subcontractor who is named in this Bid, pursuant to NRS 338.141. If a Bidder does not submit this list and/or has not listed Subcontractor(s) that meet the statutory requirements, or lists a subcontractor that is on the Nevada Contractor's Board disqualified list, its Bid shall be deemed non-responsive. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*	NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
Survey	Smith and Associates Land Surveying Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	N/A
Saw Cutting	A-1 Concrete Cutting and Demo Check if applicable: <input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	26335
Concrete	G-M Construction Check if applicable: <input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	79782
All works not listed	R.M. Contracting, LLC Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	84789
Traffic Control	Superior Traffic Services Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	68857
	Check if applicable: <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> PCBE	

* If Bidder lists itself, it must include a description of the labor or portion of the work that it will perform; or a statement that it will perform all work other than that being performed by a subcontractor listed.

Bidder Name: RM Contracting, LLC

Bidder Signature: John Reuteman

Address: 3315 E. Russell Rd., Ste. A-4-147, Las Vegas, NV 89120

Total Base Bid Amount \$ 670,650.00 Date: 03/09/2020

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

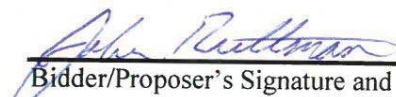
An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, in its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

 03/09/2020
Bidder/Proposer’s Signature and Date

John Ruttman
Typed or Printed Name

Manager
Title

RM Contracting, LLC
Company Name

3315 E. Russell Rd., Ste. A-4-147, Las Vegas, NV 89120
Company Address



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name: RM Contracting, LLC

(Include d.b.a., if applicable)

Business Address: 3315 E. Russell Rd., Ste. A-4-147
Las Vegas, NV 89120

Business Telephone: 973-986-0487

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title
<u>John Ruttman</u>	<u>Manager</u>
<u>Grant Matesic</u>	<u>Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:

N/A

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

John Ruttman / Manager
Signature / Capacity

John Ruttman
Print Name

03/09/2020
Date

BUY AMERICA CERTIFICATE

CERTIFICATION OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: 03/08/2020

Signature: *John Puttman*

Title: Managing Member

Company Name: RM Contracting, LLC

CERTIFICATION OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

[If a successful bidder fails to demonstrate that it complies with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded]

CERTIFICATION REGARDING LOBBYING


I, John Ruttman, the undersigned hereby certify on behalf
(Typed Name and Title of Company Official)
of RM Contracting, LLC to the best of his or her knowledge
(Typed Name of Company)

and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 03/08/2020 day of March, 2020

By: 
(Signature of Authorized Official)
Manager
(Title of Authorized Official)

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

1. The Lower Tier Participant, RM Contracting, LLC,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.

 Manager
(Signature and Title of Authorized Official)

03/10/2020
Date

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

1. The Lower Tier Participant, Gmconstruction,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.

Amgammudi Managerial Member
(Signature and Title of Authorized Official)

03/09/2020
Date

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

- 1. The Lower Tier Participant, A-1 Concrete Cutting & Demolition,
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.

 Sr PM Corey Anderson
(Signature and Title of Authorized Official)

03/09/2020
Date

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

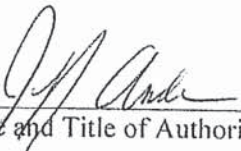
1. The Lower Tier Participant, Superior Traffic Services, Corp.
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.

, OPERATIONS MANAGER
(Signature and Title of Authorized Official)

03/10/2020
Date

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

1. The Lower Tier Participant, Smith & Associates Land Surveying, LLC
[Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, _____,
[Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, "DEBARMENT AND SUSPENSION," 31 U.S.C. SECTIONS 6101 *ET SEQ.*, AND "GOVERNMENTWIDE DEBARMENT AND SUSPENSION," 49 C.F.R. PART 29 ARE APPLICABLE THERETO.



(Signature and Title of Authorized Official)

03/09/2020

Date

ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

RM Contracting, LLC

Name of Proponent

By:


(Signature of Authorized Representative*)

Name:

John Ruttman

(Type or Print)

Title:

Managing Member

Date:

03/08/2020

***This Proponent's Assurance shall be executed by a duly authorized representative of the firm.**

GUIDANCE CONCERNING GOOD FAITH EFFORTS 49 CFR PART 26 APPENDIX A

TITLE 49 - TRANSPORTATION

SUBTITLE A - OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26 - PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

subpart f - COMPLIANCE AND ENFORCEMENT

Appendix A to Part 26 - Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.

NAME OF DBE/SBE	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	DOLLAR VALUE OF CONTRACT	PERCENT DBE/SBE	*DESIGNATION GROUP (a-f)	AMOUNT TOWARDS DBE/SBE GOAL
<i>A-1 Concrete Cutting</i>	<i>Corey Anderson 702-361-3131</i>	<i>Saw Cutting</i>	<i>17,920.00</i>	<i>2.67</i>	<i>6</i>	<i>17,920.00</i>
<i>Smith and Associates LS</i>	<i>Mike Smith 702-724-2694</i>	<i>Survey</i>	<i>8,250.00</i>	<i>1.23</i>	<i>N/A</i>	<i>8250.00</i>
<i>GM Construction</i>	<i>Ron Government 702-289-1190</i>	<i>Concrete</i>	<i>237,961.30</i>	<i>35.48</i>	<i>6</i>	<i>237,961.30</i>

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)

For all Firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.

Bid Amount (Base Bid Total plus All Additives Alternates): \$ 670,650.00

Total DBE/SBE Amount: \$ 264,131.30

Percentage of DBE/SBE Participation 39.38 %

RM Contracting, LLC

Name of Proponent

John Ruttmann
Signature of Authorized Representative

John Ruttmann

Authorized Representative (Type or Print)

Managing Member

Title

Date: 03/08/2020

(*) Designation Group:

- (a) Black American
- (b) Hispanic American
- (c) Native American
- (d) Asian-Indian American
- (e) Asian-Pacific American
- (f) Female

FEDERAL PROJECTS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) / SMALL BUSINESS ELEMENT (SBE) VERIFICATION FORM

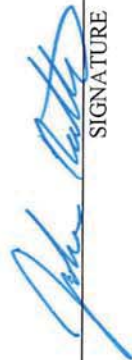
NAME OF PRIME CONTRACTOR OR CONSULTANT: RM Contracting, LLC
TITLE OF RTC PROJECT: Las Vegas Blvd. Max Transit Stations ADA Improvements

INVOICE REPORTING PERIOD: _____ INVOICE NUMBER: _____

NAME OF DBE / SBE SUBCONTRACTOR(S) OR SUBCONSULTANT(S)	TYPES OF SERVICES PROVIDED	TOTAL \$ AMOUNT AWARDED TO DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO ANOTHER DBE/SBE FIRM	\$ AMOUNT SUBCONTRACTED TO NON-DBE/SBE FIRM	TOTAL AMOUNT SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (Towards DBE/SBE Goal)	% OF WORK SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (CUF) (Towards DBE/SBE Goal)
(1) <i>A-I Concrete Cotting</i>	<i>Saw cutting</i>	\$ 17,920.00	\$	\$	\$	
(2) <i>Smith and Associates</i>	<i>Survey</i>	\$ 82,500.00	\$	\$	\$	
(3) <i>GM Construction</i>	<i>Concrete</i>	\$ 237,961.30	\$	\$	\$	
(4)		\$	\$	\$	\$	
(5)		\$	\$	\$	\$	
(6)		\$	\$	\$	\$	
(7)		\$	\$	\$	\$	
(8)		\$	\$	\$	\$	
TOTALS:		\$	\$	\$	\$	

Note: If there is no DBE/SBE activity for this time period, indicate so by filling in zeros after the name of each DBE/SBE. Count 100% for DBE/SBE subcontractors and manufacturers for work they are self-performing; 60% for DBE/SBE suppliers (regular dealers).

PROJECTED DBE/SBE PARTICIPATION AT CONTRACT COMPLETION: _____ %


SIGNATURE

John Ruttman

AUTHORIZED REPRESENTATIVE _____ DATE _____

This form must be completed, signed, dated, and submitted to the RTC with each invoice or the invoice will not be paid.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, John Ruttman (Name), the Manager
(Title - e.g., President, Vice President, etc.) of RM Contracting, LLC
("Company"), do state the following with regard to payments made under Contract No. ITB NO. 20-020 ("Contract"):

- 1. Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from RTC.
- 2. Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by RTC. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the RTC may cause the Payment Request to be rejected by RTC.)
- 3. All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not RTC has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
- 4. There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the RTC Authorized Representative.

Attach a copy of the written approval from the RTC Authorized Representative.

RM Contracting, LLC
Company Name

Signature

Print Name

Date: 03/08/2020

Subscribed and sworn to before me this _____ day of March 20__.

Notary Public

BIDDERS LIST (REQUIRED AT BID DUE DATE)

Project: Las Vegas Blvd. Max Transit Stations ADA Improvements **Date:** 03/08/2020
Submitted by: John Rullman

Prime Contractor (Bidder) Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
RM Contracting, LLC	3315 E. Russell Rd., Ste. A-4-147, Las Vegas, NV 89120 973-986-0487	Non-DBE	<input type="checkbox"/> Less than 1 year <input checked="" type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input checked="" type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
Sub-bidder Firm Names	Firm Address/ Phone #	DBE or Non-DBE Status (verify via Nevada's UCP Directory)	Age of Firm	Annual Gross Receipts
Smith and Associates Land Surveying	8275 S. Eastern Ave Ste. 124 Las Vegas, NV 89123	SBE	<input type="checkbox"/> Less than 1 year <input checked="" type="checkbox"/> 1- 3 years <input checked="" type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input checked="" type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
A-I Concrete Cutting and Demo	6470 S. Procyon Ave. Ste. A Las Vegas, NV 89118	DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input checked="" type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
GM Construction	6625 S. Valley View Blvd. Ste. 216 Las Vegas, NV 89118	DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input checked="" type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input checked="" type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
Superior Traffic Services	4337 W. Sunset Rd. Las Vegas, NV 89118	Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input checked="" type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

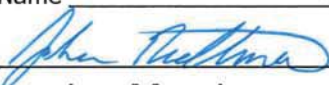
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC's SBE goal for this project is stated in the Solicitation Documents. The Bidder/Proponent shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each subcontract the Bidder/Proponent signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The Bidder/Proponent is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder's receipt of payment for that work for RTC. In addition, the Bidder/Proponent may not hold retainage from its sub-contractor.

The Bidder/Proponent must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder/Proponent may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Bidder/Proponent shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Bidder/Proponent must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: [Appendix 9 I](#); DBE Certification for Rolling stock: [Appendix 9 J](#) (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name RM Contracting, LLC
Signature 
Title Managing Member
Date 03/08/2020

(Balance of page intentionally left blank)



Regional Transportation
Commission of
Southern Nevada

600 S. Grand Central Pkwy. Suite 350. Las Vegas. NV 89106-4512

RECEIPT
HAND-DELIEVERED SOLICITATION RESPONSES

Project No: 19-020CON

Company: RM Contracting, LLC

At the date and time specified on the timestamp on this receipt, the above referenced company submitted a response to the above referenced project.

Company is advised that if the response was delivered after the due date and time specified in the solicitation of the project, the response will be found non-responsive, will not be accepted, and will be returned to the company by the purchasing representative responsible for the project.

11 MAR 2020 AM 11:15

Martin Jaronczyk

Senior Project Superintendent

RM Contracting, LLC

Mr. Jaronczyk has over 30 years of experience in large scale, time sensitive, remodel projects. Mr. Jaronczyk is an expert in supervising projects that involve remodeling of occupied structures as well as coordinating project activities and managing project safety. He also is highly effective at managing and coordinating subcontracts as well as ensuring that the project is following the proposed and accepted project schedule.

IBMF Probe Station Relocation Project, North Las Vegas, Nevada Regional Transportation Commission of Southern Nevada

The project consisted of relocating 2 probe stations and installing one new probe station. Mr. Jaronczyk coordinated electricians, material deliveries, and City of North Las Vegas inspections. Mr. Jaronczyk also assisted in making field decisions due to design changes that needed to happen due to unknown underground utilities.

16 Unit Apartment Building Rebuild, Las Vegas, NV. 702 ReManagement

The project consisted of designing and remodeling the entire apartment complex in the downtown Art District. The remodel was extensive and consisted of demo of the structures to the studs, full rewire, a full replumbing of the entire structure, structural repairs to the building, reconfiguring of all of the rooms, asbestos abatement, and reconstruction of the building making it the premier property of the area. Mr. Jaronczyk coordinated daily meetings with employees, and subcontractors ensuring safety and quality adherence.

Bank of America Preferred Contractor, Las Vegas, NV. Fannie Mae/Freddie Mac

Mr. Jaronczyk managed the safety and quality aspects of the remodel of over 800 properties in the Las Vegas valley for Bank of America. These properties were destroyed by property owners during the foreclosure process and had to be rebuilt to FHA standards after the bank had completed the foreclosure. Mr. Jaronczyk aided in the development of an efficient system to complete many projects at the same time making them the preferred local contractor for Bank of America, Fannie Mae/ Freddie Mac.

Property Management Maintenance Brady Realty, TR Realty, Coldwell Banker

Mr. Jaronczyk has developed safety and quality control protocol that streamlined the operation making us the preferred contractor for large property management firms where we are managing the remodel and service work of over 2,500 homes in the Las Vegas Valley.

Experience

33 years Total

2 Years with RM Contracting, LLC

Certifications

- Storm Water One-Stormwater Management for Construction Activities-Advanced Program
 - ATSSA Traffic Control Technician
 - OSHA 30-Hour Construction Safety and Health
 - Clark County Dust Control Responsible Person in Charge
-



LIST OF COMPLETED PROJECTS

Bidder: R.M Contracting, LLC

Bidders must respond to each of the below questions.

1. Name of Superintendent and Superintendent Project Resume ~~XXXXXXXXXX~~ Martin Jarowczyk
2. Has the bidder acting as the prime contractor successfully completed the number of projects specified in the bid documents, preferably in Clark County, Nevada, as the Work described in this bidding document? If yes, complete project information on attached sheets. Print additional sheets as needed for the required number of projects.
 YES NO
3. Has the bidder failed to perform any contract as a result of causes within the control of the bidder or a subcontractor or supplier of the bidder?
 YES NO
4. Has the bidder failed to perform any portion of the Work that caused the RTC and/or others, (i.e., the surety company, etc.) to exercise its right to complete the Work in the contract?
 YES NO
5. Has the bidder been involved in any failure to complete or breach of contract for any reason including, customer-directed suspensions or disbarments/disqualifications?
 YES NO
6. Has the bidder been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the bidder to perform the Work required by the RTC for this Project?
 YES NO
7. Has the bidder been convicted of a violation for discrimination in employment?
 YES NO

PROJECT NUMBER: ⁽¹⁾ ~~19-020CON~~ 19-020CON

Print additional sheets as needed for the required number of projects.

Project Name: IBMIF Probe Station Relocation Project

Project Address: 3214 Citizen Ave.

North Las Vegas, NV 89032

Company Name: RTCSNV

Company Point of Contact: Jesus Marmolejo, Jr.

Phone Number: 702-370-0752

Project Description: Relocate 2 existing probe stations and install 1 new probe station. The project included excavation, saw cutting, electrical work, and design changes.

Award Amount: \$ 345,236.85

Year Completed: 2020

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$ _____

Were any judgments entered pertaining to this project? YES NO

PROJECT NUMBER: (2) No number assigned

Print additional sheets as needed for the required number of projects.

Project Name: Electrical Conduits for SMF

Project Address: 5165 W. Sauserb Rd.

Las Vegas, NV 89118

Company Name: RTCSNV

Company Point of Contact: Girlic Boorboor

Phone Number: 702-228-7433

Project Description: Trenched and installed two (2) separate conduit runs at the SMF for RTC. The project included electrical work, saw cutting, excavation, and concrete work.

Award Amount: \$ 79,084.70

Year Completed: 2019

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$ _____

Were any judgments entered pertaining to this project? YES NO

PROJECT NUMBER: 3

Print additional sheets as needed for the required number of projects.

Project Name: Creech Building 64 Anti-rammings Cables

Project Address: Building 64, Creech AFB
Indian Springs, NV 89018

Company Name: Amendment

Company Point of Contact: Errika Williams

Phone Number: 702-492-7818

Project Description: Design and build K-12 rated anti-ramming system around the perimeter of building 64 at Creech AFB. The project is sensitive in nature and included, excavation, welding, concrete, and fencing.

Award Amount: \$ 206,833.73

Year Completed: 2020

Was this project completed late? YES NO

Did the contract contain liquidated damages or penalty clauses? YES NO

If yes, were damages assessed? YES NO

What was the amount assessed? \$ _____

Were any judgments entered pertaining to this project? YES NO

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
LAS VEGAS BLVD. - MAX STATION ADA IMPROVEMENTS
PWP NO.: CL-2020-233 PROJECT NO.: 19-020
BID SCHEDULE OF VALUES

LINE ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
107.01	Traffic Control And Maintenance	1	LS	13,550.00	13,550.00
200.01	Mobilization And Demobilization	1	LS	48,973.71	48,973.71
202.01	Remove Reinforced Concrete Platform, Tactile Warning Pads, Integral Curb, Gutter And Trench Drain Grate And Frame	4657	SF	25	116,425
202.02	Remove Reinforced Concrete Platform Ramp And Integral Curb And Gutter And Trench Drain Grate And Frame	28	EA	900	25,200
202.03	Remove Concrete Curb And Gutter With Trench Drain Grate And Frame	1641	LF	24	39,384
202.04	Remove Concrete Sidewalk	892	SF	28	24,976.00
613.01	Concrete Platform With Elevated Curb And Gutter	4657	SF	20.52	95,541.87
613.02	Concrete Platform Ramp With Curb And Gutter	28	EA	1680.71	47,059.96
613.03	Modified NDOT Type 1 Curb And Gutter	1641	LF	49.46	81,161.23
613.04	Detectable Warning Surface	1820	SF	21.50	39,130.00
613.05	Concrete Sidewalk	892	SF	15.92	14,198.23
622.01	Construction Surveying	1	LS	8250	8250
637.01	Dust Control	1	LS	6,000	6,000
637.02	NDPES Discharge Permit	1	LS	800	800
				SUBTOTAL	\$ 560,650.
				PERMIT ALLOWANCE	\$ 20,000.00
				OWNER CONTROLLED ALLOWANCE	\$ 90,000.00
				TOTAL PROJECT COST	670,650

RM Contracting, LLC - Supplier List

Concrete- American Eagle Concrete

Tactile warning panels- Armorlite

Type 2 Aggregate- Las Vegas Paving

John Reutter
RM Contracting, LLC

EXHIBIT B
(RTC-Contractor Agreement)
GENERAL CONDITIONS (GC)

GC.1 DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means a written or graphic instrument issued by the RTC via the RTC Purchasing & Contracts Office prior to the submission of bids which modifies or interprets the Bidding Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bid Documents" means the following documents which collectively constitute the obligations of the Contractor, in the following governing order: (1) Bid No. 19-020CON and any addenda; (2) Special Provisions (if any); and 3) Drawings (if any).

"Bid Schedule" is the form attached to the Bid Proposal that is used to submit the Base Bid and, if applicable to the Project, the Additive Alternate bids of the Bidder.

"Construction Change Directive" means a written order from the RTC directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Contractor is to proceed immediately with the implementation of the Construction Change Directive.

"Change Order" means a written order to the Contractor signed by the RTC and Contractor issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Contractor's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the RTC to assume some or all of the responsibilities of the RTC for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents and does not come into existence until execution of the RTC-Contractor Agreement.

"Contract Amount" means the compensation to be paid the Contractor to perform the Work and is included in the "Amount of Contract" section of the RTC-Contractor Agreement by the RTC.

"Contract Documents" means the RTC-Contractor Agreement, General Conditions, Special Provisions, Drawings and, if applicable, the Addenda or Modifications made to the aforementioned documents.

"Contract Time" means the number of days set forth in GC.4.D (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Contractor" means the person or entity responsible for construction of the Work and is referred to throughout the Contract as if singular in number and neutral in gender.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

"Critical Path Method" means the method of developing a network analysis system as outlined in "CPM in

Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

"Date of Substantial Completion" means the date established and certified by the RTC when construction is sufficiently complete, in accordance with the Contract Documents, so the RTC can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

"Day" means a calendar day unless otherwise specifically designated.

"Project Manager" means the person authorized pursuant to Section GC.3.A (Project Manager) of the Contract to act or make decisions on behalf of the RTC.

"Disadvantaged-owned Business Enterprise" or *"DBE"* means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Drawings" means the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract.

"Governing Body" means the RTC Commission.

"Guaranteed Project Schedule" means the initial schedule of the Work submitted by the Contractor and accepted by the RTC at the outset of the Project which is used as the baseline for comparing the progress of the Project.

"Material Notice to Proceed" means the document issued by the RTC establishing the date the Contractor is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the RTC.

"Modification" means (i) any Addendum pertaining to the Bid Documents, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the RTC for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"Notice of Award" is the letter issued by the RTC notifying the Contractor of the award of the Project by the RTC Commission, authorizing the Contractor to proceed with the procurement of the bonds and insurance, and including the RTC-Contractor Agreement for execution and return to the RTC.

"Notice to Proceed" means the document issued by the RTC that (i) establishes the date the Contractor is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time.

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

"Progress Record Documents" means the set of documents maintained by the Contractor indicating the actual as-built revisions to the Work and Contract Documents.

"Progress Schedule" means a version of the schedule for the Work provided by the Contractor subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery.

"Project" means the total construction of which the Work performed provided under the Contract may be the whole or a part thereof and which may include construction by the RTC or by other contractor hired by the RTC.

"Promptly" means without delay and on time.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless RTC Commission action is required.

"RTC" means the Regional Transportation Commission of Southern Nevada and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the RTC's Project Manager identified in Paragraph GC.3.A (Project Manager) of the Contract.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Contractor and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Contractor. There is no contractual relationship between the RTC and the Subcontractor who performs work or services for the Contractor.

"Submittal" means the item required by the Contract Documents to be provided to the RTC for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the RTC, construction is sufficiently complete, in accordance with the Contract Documents, that the RTC can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the RTC establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

GC.2 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

A. Security of the Work and Project Site

The Contractor is responsible at all times for the Work and for the Project site regardless of whether or not the RTC has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Contractor and the RTC. The Contractor shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Contractor, RTC or any other person. The Contractor shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the RTC on all security matters and shall promptly comply with any security requirements established by the RTC. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the RTC in a timely manner.

B. Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Contractor shall not perform the Work in a manner

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the RTC. Thereafter, and before it begins the Work, the Contractor shall give due notice to the RTC of its intention to start the Work. The Contractor shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Contractor shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the RTC has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

C. Construction Safety

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the RTC. The Contractor shall not resume the Work in the affected area without written direction by the RTC.

D. Clean-up of the Work Site

The Contractor shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Contractor shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the RTC in accordance with all applicable federal, state, and local laws, ordinances and codes. The Contractor shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforementioned, the RTC may satisfy the requirements of this Section at the Contractor's expense.

E. Construction Procedures

The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the Work in the best possible and most expeditious manner. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the RTC in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

F. Project Manager / Team

The Contractor shall employ a competent Project Manager/Team dedicated full time to manage all administrative issues, submittals, payment applications, progress meetings and closeout documentation required for this project. The Project Manager/Team shall be thoroughly knowledgeable regarding the project specifications, drawings and requirements. The Project Manager/Team shall conduct progress meetings, manage pre installation meetings, identify inspections and provide all contractual documentation. Finally, the Project Manager/Team shall coordinate all field activities with the RTC and Contractor's Superintendent. The

Contractor shall designate the Project Manager/Team, who then must be approved in writing by the RTC. Any substitution of the Project Manager/Team by the Contractor will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Project Manager/Team, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

G. Employment of Competent Superintendent

The Contractor shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the RTC may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the RTC and shall have a thorough understanding of the Work and the Contract. The Contractor shall designate a Superintendent who is acceptable to the RTC. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the RTC. The RTC shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied. The Contractor's Superintendent shall be present at the construction site at all times to supervise his or her workers' and subcontractors' work.

H. Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the RTC or contrary to the requirements stated in the Contract, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the RTC has not specifically requested to observe prior to being covered, the Contractor shall, if requested by the RTC, uncover for observation and, if unacceptable, shall be replaced and recovered at the Contractor's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the RTC.

I. Differing Conditions

Differing Conditions are defined as subsurface or otherwise concealed conditions, which substantially vary from the Contract documents, or which significantly differ from the conditions normally found to exist and usually recognized as the normal part of the construction activity described in the Contract documents. Prompt notice of differing conditions to the RTC's Project Manager must be in 24 hours; prompt written determination of differing conditions must be in seven calendar days. Differing conditions do not apply to acts, conditions or other circumstances attributable to the Contractor or its Subcontractors during the course of the Contract.

If conditions are discovered at the site which appears to be differing conditions, the Contractor shall provide prompt notice to the RTC's Project Manager, prior to performing the work on the condition. The RTC's Project Manager shall take prompt action to determine if a differing condition does exist and shall provide the Contractor with the RTC's Project Manager's written determination.

A positive written determination by the RTC's Project Manager indicated a differing condition exists, shall become the basis for the Contractor to submit a claim for increasing or decreasing the compensation, time of construction, or both. Such change in compensation, time of construction or both, shall be as provided for in other provisions of the General Conditions.

J. Adverse Weather Conditions

If adverse weather conditions are the basis for a claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal, as compared to the average historical climate conditions based upon the preceding ten year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) entitled "Local Climatological Data", for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse affect on scheduled construction for activities on the construction schedule critical path. Adverse weather claims shall be excusable but not compensable if the Contractor has demonstrated that the delay has affected the activities on the construction

critical path.

K. Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the RTC, the Contractor shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

L. Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract amount any agreed variations thereof will include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

M. Utilities

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Contractor at no additional cost to the RTC, unless otherwise specified in this Contract.

N. Record Documents

Progress Records: The Contractor shall keep a marked-up, up-to-date set of the Progress Record Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Final Records: Contractor shall furnish to RTC two complete sets of marked-up as-built drawings with "RECORD" clearly printed on each sheet. RTC, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-built drawings to final as-built drawings. At project completion, Contractor shall furnish RTC with clean final, as-built drawings.

O. Substitution of Materials, Products or Services

1. Criteria. The Contractor may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

2. Prior to proposing the substitution, the Contractor shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (i) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the RTC. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

3. Procedure. The Contractor shall, within 10 days after award of the Contract submit to the RTC's Project Manager a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the RTC to make a fair and equitable decision concerning the proposed substitution. If the Contractor fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the RTC, a written authorization will be provided to the Contractor. No substitution will be allowed which will result in an increase in the Contract Amount.

4. Burden of Proof. The burden of proof in establishing the equality of the proposed substitution shall be upon the Contractor. Approval of a substitution shall not relieve the Contractor from responsibility for compliance with the other requirements of the Contract. The Contractor shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the RTC to accept or construe the proposed substitution to be an equal to that

specified under the Contract. The RTC will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The RTC will have a reasonable amount of time to review each request for substitution.

5. Required Certificates. The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

P. Delivery and Storage of Materials and Equipment

The Contractor shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the RTC's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Contractor.

Q. Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Contractor shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Contractor should fail to act, the RTC may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the RTC deems appropriate, including, but not limited to, the use of other contractors, the RTC's own forces, and the Contractor's on-site equipment and materials, in which case, the Contractor shall pay the RTC for any such expenses incurred as provided in Section GC.10.E (RTC's Right to Carry out the Work).

R. Payment of Subcontractors and other Parties

The Contractor shall pay its subcontractors constructing any portion of the Work and other parties providing labor, material or supplies in connection with the Work in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

S. ADA Requirements

All work performed or services rendered by the Contractor must comply with the Americans with Disabilities Act standards. All facilities built after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the Contractor to advise the RTC, should the RTC's requirements not meet the appropriate accessibility standards.

T. Schedule of Values

The Contractor, shall provide to the RTC a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed in Microsoft Excel format and supported by such data and information, acceptable to and as requested by the RTC.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the RTC, subject to statutory limitations specified in NRS 338.140. All costs attributable to profit, overhead, and all other incidental items shall be proportionately distributed across all line items in the Schedule of Values.

U. Allowable Costs (Federal Funds)

The Contractor will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

V. American Recovery and Reinvestment Act (ARRA) Stimulus Federally Funded Projects (NOT USED)

GC.3 RTC'S RIGHTS AND RESPONSIBILITIES

A. Project Manager

The RTC shall appoint a Project Manager with respect to the Contract. The RTC will provide written notice to

the Contractor should there be a subsequent Project Manager change. The Project Manager shall have complete authority to transmit instructions, receive information, interpret and define the policies of the RTC and to make other decisions on the part of the RTC. Following the issuance of the Notice to Proceed, the Project Manager may perform any review, communications, notices or other act required on the part of the RTC.

B. Right to Perform or Award Separate Contracts for Portions of the Work

1. Coordination

The RTC reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The RTC will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the Contractor. The Contractor shall participate with the RTC and the other separate contractors in reviewing their construction schedules when so directed by the RTC.

2. Revisions to Guaranteed Project Schedule

The Contractor shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Contractor. If the activities by the RTC or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Contractor shall be precluded from asserting any claim for delay or additional expenses resulting from the RTC exercising its rights granted herein.

3. Storage of Equipment and Materials

The Contractor shall afford the RTC and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract.

4. Reporting of Separate Contractor Deficiencies

If part of the Work depends on the proper execution of construction or operations by the RTC or a separate contractor, the Contractor shall, prior to proceeding with the Work and each portion thereof, promptly report to the RTC the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the Contractor. The Contractor's failure to report such discrepancy or defect shall constitute an acknowledgment that the RTC's or separate contractor's completed or partially completed construction or operations is fit and proper for the Contractor to proceed with the Work, except as to defects not then reasonably discoverable.

5. Delays and Damages to Separate Contractors

The Contractor shall defend, indemnify and hold the RTC harmless pursuant to the provisions of Section GC.9.A (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the Contractor. The Contractor agrees to make no claim of cost or damages against the RTC for any delay, improperly timed activity, defective construction or damage to the Work of the Contractor which is caused (i) by the Contractor, or (ii) by a separate contractor unless such contractor is under contract to the RTC, or to a general contractor of the RTC.

The RTC shall pay each claim of cost incurred by the Contractor arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the RTC, or under the direction and control of a general contractor of the RTC, in a justifiable amount, but not-to-exceed the amount specified in Section 6 of the RTC-Contractor Agreement.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section GC.12 (Disputes Between Parties) of the Contract.

6. Repair of Damages

The Contractor shall promptly repair any damage caused by the Contractor to the work of a separate contractor or to any property of the RTC or other property RTC if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

C. Right to Perform Additional Work Within or Near the Project Site

The RTC reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the Contractor agrees not to interfere with or hinder the progress of work by the other contractors, and the RTC agrees to require such contractors to coordinate their work with that of the Contractor. The Contractor agrees to cooperate and coordinate with such contractors as directed by the RTC.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The Contractor shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

D. Progress Meetings

The RTC's Construction Manager (CM) shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the RTC. The RTC's CM shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

E. Suspension

The RTC may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the RTC. An adjustment shall be made for the increase in the cost of performing the Contract (excluding there from any profit to the Contractor), on the increased cost of performance caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that:

1. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. An equitable adjustment is made or denied under another provision of the Contract Documents, or
3. The Contractor could have mitigated the increase in cost to perform the Contract.

F. Termination for Convenience

Prior to, or during the performance of the Work, the RTC reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the RTC will immediately notify the design professional and the Contractor in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

1. Stop all construction;
2. Place no further orders for materials or services;
3. Terminate all subcontracts;
4. Cancel all material and equipment orders as applicable; and
5. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Contractor.

Within 180 days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the RTC based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Contractor fails to submit the proposal within the time allowed, the RTC may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

G. Replace Subcontractor

The RTC shall have the right to require that the Contractor replace any Subcontractor at any time and for any

reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

GC.4 CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

A. Contractor Background Checks

1. It is the policy of the Regional Transportation Commission of Southern Nevada (hereinafter, "RTC") for successful bidders to conduct background checks on all contract employees that require unescorted access onto any RTC properties. The contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. The Contractor prior to hiring shall conduct employee candidate background check screenings of all positions, to include those considered safety-sensitive as defined by Federal Transit Administration (FTA) guidelines. This may include, but not limited to work history, criminal background history and credit review as required for the position.

2. Results of a background check must comply with the RTC background check standards as outlined below:

a) Must utilize a licensed background check vendor to run criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction reports (county, state and nationwide) for all jurisdictions that the applicant has resided in the previous ten (10) years.

b) Unless otherwise required by applicable law, in accordance with Title VII of the Civil Rights Act of 1964 and corresponding guidance from the U.S. Equal Employment Opportunity Commission, information obtained during the criminal record check will not be used as a basis for denying or terminating employment, unless the criminal offense resulted in a conviction that is recent (or sufficiently serious to be of issue regardless of how recently it occurred) and relevant to the job in question.

c) When assessing criminal conviction records, contractors are required to consider the following factors:

- (1) Nature and gravity of the offense(s)
- (2) The time that has passed since the offense and/or completion of the sentence; and
- (3) The nature of the job sought/held

No one factor should necessarily govern the analysis; all three factors should be weighed together when determining persons to work at RTC properties.

d) The contractor is required to collect background information on "Individuals" consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

3. Once background check clearance has been determined, the successful bidder will notify the RTC's designated department's contact via email that the employee has been approved to work on RTC premises.

4. The Contractor will be required to maintain all records related to background check screenings conducted for all employees working at RTC properties. For the purposes of audit and oversight by RTC, the contractor will make all background check records available to RTC representatives in an effort to ensure established RTC standards/guidelines are followed. All Background check records must be maintained on all employees working on RTC property for the term of the agreement.

B. Contractor Identification Badges

1. The RTC will issue vendor/supplier badges to employees of any of its vendors/contractors that will be conducting business or providing services on any of the RTC's premises.
2. A "Vendor" badge will be issued to long term or short term vendor/contractors at the RTC's discretion, who are unaccompanied and require access to various RTC's facilities/property.
3. All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Contractor's expense prior to being issued a "Vendor" badge. All results must

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

be received and reviewed prior to a badge being issued and the start of the work.

4. The Contractor must provide the RTC's Project Manager, Ellen Marcial, telephone number (702) 676-1593 within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:
 - 1) A list of all personnel who will be working at the RTC's building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the vendor/contractor/supplier or a designated representative, and if available an e-mail address.
 - 2) A letter from the Contractor requesting a badge stating that the person(s) is an employee.
 - 3) A signed acknowledgement of Security Access Individual Responsibilities form, and a completed RTC Badge Application form (for appropriate RTC facility) for each individual requiring a badge. Copies of these forms are available on the RTC Purchasing and Contracts webpage at <http://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/>.
5. The RTC's Project Manager will schedule an appointment for the vendor/contractor badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and issuance of a badge.
6. When the "Vendor" badge is issued it must be worn visibly at all times when on the RTC's property.
7. All "Vendor" badges are the property of the RTC and must be returned when the vendor contract services expire/terminate or upon request by the RTC.
8. Failure of the vendor/contractor to return RTC's badges within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of \$38 for each badge that is not returned.
9. A vendor/contractor who loses a badge is required to inform the RTC's Project Manager and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.
10. The RTC's Project Manager will schedule an appointment for the replacement "Vendor" badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and replacement badge is issued.
11. The vendor/contractor is responsible for a replacement fee for all lost badges. The vendor/contractor will be required to complete a new Badge Application form, Replacement Badge Fee Form, and provide to the Technical Contract Representative with a lost badge replacement fee of \$38.
12. If the lost badge is found after receiving a replacement, it must be returned to RTC Safety & Security immediately at 600 S. Grand Central Parkway. Lost badge replacement fees are non-refundable.
13. The first damaged badge will be replaced at no charge to the vendor. Any subsequent damaged replacement badges will incur a replacement cost of \$38 per badge.
14. The damaged badge must be presented to RTC Safety and Security along with appropriate identification and Replacement Badge Fee Form to receive a replacement badge. The damaged badge will be destroyed after the replacement badge is issued. The card holder record in the security system will be changed to show access to the damaged badge was disabled. Vendors/contractors will be required to provide appropriate replacement fees to the RTC's designated/sponsoring department prior to a new badge being issued.

C. Notice to Proceed

Within 30 calendar days after receipt of all required post-bid submittals, the RTC will issue the Notice to Proceed. The Contractor shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed.

If deemed appropriate, the RTC may issue a Materials Notice to Proceed to the Contractor authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed.

D. Guaranteed Project Schedule

Within the time provided in Section 5 of the RTC-Contractor Agreement or as otherwise specified by the RTC, the Contractor shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the RTC can judge and determine the progress thereof.

E. Progress of the Work

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

The Contractor shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the RTC from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by RTC approved Change Orders), in addition to the other requirements of the Contract and remedies available to the RTC, the Contractor agrees to take the following actions at no additional cost to the RTC to correct such tardiness:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the RTC, the backlog of Work;
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the RTC, the backlog of Work; and,
3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Contractor to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the RTC that the Contractor is failing to diligently prosecute the Work, in which case the RTC may, after the notice of the breach has been provided to the Contractor pursuant to Section GC.10.A (Definition of Breach) of the Contract, without prejudice to other remedies the RTC may have and regardless of whether the Contractor has taken or is taking corrective action, immediately correct the Contractor's failure at the Contractor's expense by exercising the right to perform and carry out the work as provided in Section GC.10.E (RTC's Right to Carry Out the Work) including the use of the RTC's work forces, to award separate contracts, to supplement the Contractor's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the RTC deems appropriate.

F. Contract Time

Time is of the essence in the performance and completion of this Contract. The Contractor shall commence the Work on the date set by the RTC in the Notice to Proceed, and shall achieve milestones if specified and achieve Substantial Completion of the Work within the Contract Time. In addition, where applicable, reference to Time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto. The Contractor shall complete all Work or separable portions of the Work in accordance with specified milestones or specific dates and in accordance with these specifications. The time specified above represents no overtime requirement. The scheduling of overtime for this work is solely that of the Contractor. The RTC is not responsible for any costs related to overtime work performed.

G. Progress Payments and Retainage**1. Progress Bills and Payments**

The Contractor must submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the RTC and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the RTC. As permitted pursuant to Section GC.10.F (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the RTC may withhold from the progress payment an amount that is sufficient to protect the RTC for the Contractor's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The RTC shall pay claims for supplies, materials, equipment and services purchased under the provisions of this contract electronically, unless determined that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience. The RTC reserves the right to make a payment by check, with five (5) business days' notice. The RTC will provide notice via email or fax to the Consultant/Service Provider. All payments under this contract shall be paid in United States dollars.

Progress Payment Requests must be submitted using American Institute of Architects (AIA) Form G-702, or as otherwise specified by the RTC's Project Manager and shall include the following items:

- a) Schedule of Values detailing a cost breakdown noting materials costs, labor rates/costs and all incidental costs will be submitted monthly along with Progress Payment submittals. The Schedule of Values will be prepared in a Microsoft Excel document in a format approved by the RTC's Project Manager;
- b) Progress Report describing the Work completed during the billing period;
- c) Updated Guaranteed Progress Schedule highlighting critical milestones and Project status;
- d) If a federally funded project, the DBE Contract Compliance form listing participation of DBE firms in the Work;
- e) Certified Payroll Reports, if applicable;
- f) As-built drawings to be submitted weekly at time of construction meeting;
- g) Submittal Log to be submitted weekly at time of construction meeting.

The Contractor must submit certified payroll records each month as required by NRS Chapter 338, as applicable. If the certified payroll records for the previous month have not been received, the RTC may withhold funds from the progress payment in accordance with NRS Chapter 338.

The Contractor shall pay its subcontractors and suppliers in the timely manner specified in NRS 338.550 or they may be subject to disciplinary action by the Nevada State Contractors Board pursuant to NRS 624.3012 and/or court action by subcontractor or supplier to remedy unjustified or excessive withholding, pursuant to NRS 338.635.

(Federally funded projects) Progress payments are payments for contract work that has not been completed. The RTC may use FTA assistance to support progress payments provided the RTC obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. The RTC will make progress payments only to a Supplier based on costs incurred in the performance of the contract. The Successful Bidder will provide adequate security for progress payments in the form of a performance bond, labor and material payment bond, title to the property, or another security which is approved by the RTC. Sufficient documentation as approved by the RTC is required from the Successful Bidder to demonstrate completion of the amount of work for which progress payments are made. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The RTC, however, may not make progress payments for other than construction contracts based on this percentage method.

1

2. Retainage

- a) From the dollar amount of work in place, not more than ninety-five percent (95%) of the amount of any progress payment may be paid until fifty percent (50%) of the work required by the Contract has been performed.
- b) After fifty percent (50%) of the work required by the contract has been performed and, if in the opinion of the Project Manager, the work is progressing satisfactorily, the RTC may pay to the Contractor:
 - (1) Any of the remaining progress payments without withholding additional retainage; and
 - (2) Any amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.
- c) After determining in accordance with b) above whether satisfactory progress is being made in the work, the RTC may pay to the Contractor an amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract, if:
 - (1) A subcontractor has performed a portion of the work;
 - (2) The RTC determines that the portion of the work has been completed in compliance

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

with all applicable plans and specifications;

(3) The subcontractor submits to the Contractor:

(a) A release of the subcontractor's claim for a mechanic's lien for the portion of the work; and

(b) From each of the subcontractor's subcontractors and suppliers who performed work or provided material for the portion of the work, a release of its claim for a mechanic's lien for the portion of the work; and

(4) The amount of the retainage which the RTC pays is in proportion to the portion of the work which the subcontractor has performed.

d) If, pursuant to c) above, the RTC pays to the Contractor an amount of any retainage that was withheld from progress payments from the first fifty percent (50%) of the work required by the Contract, for the portion of the work which has been performed by the subcontractor, the Contractor must pay to the subcontractor the portion of any retainage withheld by the contractor pursuant to NRS 338.555 for the portion of the work. If the Contractor pays to the subcontractor the portion of any retainage withheld by the Contractor pursuant to NRS 338.555 for the portion of the work which has been performed by the subcontractor, the subcontractor must pay to the subcontractor's subcontractors and suppliers the portion of any retainage withheld by the subcontractor pursuant to NRS.595 for the portion of the work.

e) If, after determining whether satisfactory progress is being made in the work, the RTC continues to withhold retainage from remaining progress payments:

(1) If the RTC does not withhold any amount pursuant to NRS 338.525:

(a) The RTC may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and

(b) Before withholding any amount pursuant to subparagraph (a) above, the RTC must pay to the Contractor fifty percent (50%) of the amount of retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract; or

(2) If the RTC withholds any amount pursuant to NRS 338.525:

(a) The RTC may not withhold more than five percent (5%) of the amount of any progress payment; and

(b) The public body may continue to retain the amount of any retainage that was withheld from progress payments during the first fifty percent (50%) of the work required by the Contract.

f) The Contractor may hold not more than five (5%) percent from the amount of any progress payment due under a subcontract which is made before fifty percent (50%) of the work has been completed under the subcontract. After fifty percent (50%) of the work required by the Contract has been performed, the Contractor shall pay any additional progress payments due under the subcontract without withholding any additional retainage if, in the opinion of the Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by the RTC to the contractor for the work performed by the subcontractor. If the Contractor continues to withhold retainage from remaining progress payments:

(1) If the Contractor does not withhold any amount pursuant to NRS 338.560:

(a) The Contractor may not withhold more than two and one half percent (2.5%) of the amount of any progress payment; and

(b) Before withholding any amount pursuant to subparagraph (a), the Contractor must pay to the subcontractor fifty percent of the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract; or

(2) If the Contractor withholds any amount pursuant to NRS 338.560:

(a) The Contractor may not withhold more than five (5%) of the amount of any progress payment; and

(b) The Contractor may continue to retain the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract.

g) Contractors shall have a clause in all subcontracts that subcontractors shall hold retainage on its subcontractors and suppliers in accordance with NRS 338.595.

h) The aforementioned Contractor retention amounts will be released following the Governing Body's approval of the Notice of Completion, provided that the following conditions are met:

- (1) All punch lists items have been completed.
- (2) A Certificate of Occupancy has been received.
- (3) Final record drawings and specifications, and operations and maintenance manuals (if applicable) have been submitted.
- (4) No premium exists with the Employer's Insurance Company of Nevada as evidenced by receipt of a final certificate after audit.
- (5) All required documentation has been submitted to the Nevada State Labor Commissioner, if applicable, and approved as evidenced by a letter of release.
- (6) The RTC may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions, as referenced above. The difference of the retention may then be paid.

i) The RTC is required to pay interest in the retention amount at a rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associates in Nevada as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to a contractor is less than \$500, the RTC 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 Contractor; or
- (3) The amount withheld under the contract is due pursuant to NRS 338.520.

3. Payment for Stored Material (*NOT USED*)

H. Change Orders

1. The Contractor shall comply with all provisions and requirements required by this document for change order(s), which increase or decrease the contract amount. Contractor represents that change order(s) will include all related costs prior to presentation to the RTC for consideration, retroactive change order(s) will be rejected. Work which is specifically required by the RTC or their representative, and that is in addition to Work required by the Contractor Documents, will be charged against a formal change order executed by both parties (Exhibit A). Then the work defined shall commence as directed by the RTC's representative. All Change Order(s) require prior approval by the General Manager, or his designee, or the Governing Board of the RTC.

Change order work to be performed by General Contractor:

The maximum overhead and profit on change order work shall not exceed fifteen percent (15%) for work done by the General Contractor's own labor forces. General Contractor cannot charge overhead or profit on sales taxes paid.

Change order work to be performed by Sub-Contractor:

If the work is to be performed by the Sub-Contractor, the maximum overhead and profit shall not exceed fifteen (15) percent for all tiers of Sub-Contractor's; the maximum overhead and profit shall not exceed ten (10) percent for the General Contractor. General Contractor or Sub-Contractor(s) cannot charge overhead or profit on sales taxes paid.

1. Construction Change Directive

(a) Construction Change Directive. The Project Manager may issue a Construction Change

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

Directive. A Construction Change Directive instructs the Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.

- (1) Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
 - b) Documentation: The Contractor must maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - (1) After completion of the change, the Contractor must submit to the Project Manager an itemized account and supporting data necessary to substantiate cost and time adjustment to the Contract.
3. Delays and Extension of Time

The Contractor will be granted an extension of time for any delay on the critical path to completion of any Critical Milestone, based on the latest approved Construction Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of RTCs occupants of property adjoining the Work Site, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Construction Manager in writing of the cause or causes of delay within twenty four (24) hours from the beginning of such delay. Time extensions will be considered on a case-by-case basis and submission of such request shall not be construed as agreement or concurrence to this noted extension of time. Such delay shall not be the basis for a claim for additional compensation. For the purposes of this paragraph, weather conditions shall not be deemed unusually severe if they fall within the average number of rain days indicated in the latest edition of U.S. Weather Bureau's record of Las Vegas.

I. Mutual Termination

1. This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the provisions contained in Sections GC.3.F (Termination for Convenience) and GC.10.D (Termination for Cause).

J. Right to Adequate Assurance of Performance

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party's right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the contract.

K. Records

1. Worker Records

- a) The Contractor and each subcontractor engaged on this project shall:
 - (1) Inquire of each worker employed by the Contractor or subcontractor in connection with this public work:
 - (a) Whether the worker wishes to specify voluntarily his or her gender; and
 - (b) Whether the worker wishes to specify voluntarily his or her ethnicity; and
 - (2) For each response the Contractor or subcontractor receives pursuant to paragraph (1) above:
 - (a) If the worker chose voluntarily to specify his or her gender or ethnicity, or both, record the worker's responses; and
 - (b) If the worker declined to specify his or her gender or ethnicity, or both, record that the worker declined to specify such information.

The Contractor or subcontractor shall not compel or coerce a worker to specify his or her gender or ethnicity and shall not penalize or otherwise take any adverse action against a

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

- worker who declines to specify his or her gender or ethnicity. Before inquiring as to whether a worker wishes to specify voluntarily his or her gender or ethnicity, the applicable Contractor or subcontractor must inform the worker that such information, if provided, will be open to public inspection.
- b) The Contractor must keep an accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
- (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection a) above, or an entry indicating that the worker declined to specify such information;
 - (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (6) The actual per diem, wages and benefits paid to the worker.
- c) The Contractor must keep an accurate record showing, for each worker employed by the Contractor or subcontractor in connection with the public work who has a driver's license or identification card:
- (1) The name of the worker;
 - (2) The driver's license number or identification card number of the worker; and
 - (3) The state or other jurisdiction that issued the license or card.
- d) The records maintained above must be open at all reasonable hours to the inspection of the RTC. The Contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph a) above must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph b) above is confidential and not open to public inspection. The records in the possession of the RTC may be discarded by the RTC two years after final payment is made by the RTC.

L. Value Engineering**1. Change Proposals**

- (a) Submittal by Contractor. The Contractor is encouraged to submit Value Engineering Change Proposals ("VECPs") for the purpose of enabling the Contractor and RTC to take advantage of potential cost and/or time savings through changes in the requirements of the Contract Documents that do not adversely impact essential characteristics of the Project. The Contractor is encouraged to submit VECPs whenever it identifies potential savings or improvements.
- (b) Description of VECPs. A VECP is a proposal developed and documented by the Contractor which:
- (i) would modify or require a change in any of the requirements of, or constraints set forth in the Contract Documents in order to be implemented; and
 - (ii) reduces the Contract Price without impairing essential functions or characteristics of the Work, including the meeting of requirements contained in all Government Rules, and without being based solely upon a change in quantities.
- (c) Information to be provided. At minimum, the Contractor shall submit the following information with each VECP:
- (i) Description of the existing Contract Document requirement(s) which are involved in the proposed change;
 - (ii) Description of the proposed change;
 - (iii) Discussion of differences between existing requirement(s) and the proposed change, together with advantages and disadvantages of each changed item;
 - (iv) Itemization of the Contract Document requirements which must be changed if the VECP is approved (e.g., drawing numbers and specifications);
 - (v) Justification for changes in function or characteristics of each item, and effect of the change on the performance of the end item, as well as on the meeting of requirements

contained in the Contract Documents.

(vi) Date or time by which a Change Order must be issued by the RTC adopting the VECP in order to obtain the maximum cost reduction, noting any effect on the Guaranteed Project Schedule;

(vii) Costs of development, including changes to the Contract Documents by the Architect/Engineer of Record, and implementation by the Contractor; and

(viii) Cost and/or time estimate for existing Contract Document requirements, compared to the Contractor's cost and/or time estimate with the proposed changes, including a definitive identification of the net cost and time savings associated with the proposed VECP.

2. Review and Acceptance by RTC

(a) RTC Review. Upon receipt of a VECP from the Contractor, RTC will review and process the VECP expeditiously, but shall not be liable for any delay in acting upon any proposal submitted. The Contractor may withdraw all, or part, of any VECP at any time prior to acceptance by RTC. In all situations, each party shall bear its own costs in connection with preparation and review of VECPs.

(b) Acceptance of VECPs. RTC may, at its sole discretion, approve (in whole or in part) any VECP submitted by issuance of a Change Order. Designs for approved VECPs shall be prepared by the Contractor for incorporation into the Contract Documents. Until a Change Order is issued on a VECP, the Contractor shall remain obligated to perform in accordance with the Contract Documents. If RTC does not act upon a VECP within fifteen (15) days, such failure to act shall be deemed to be a rejection of the VECP.

3. Contract Price Adjustment

- (a) Amount. If RTC accepts a VECP submitted by the Contractor pursuant to this Section, the Contract Price shall be reduced by an amount equal to sixty percent (60%) of the estimated net savings, as defined below.
- (b) Definition. The term "estimated net savings" as used herein means (1) the difference between the cost of performing the Work according to the Contract Documents and the actual cost to perform it according to the proposed change, less (2) any additional costs incurred by RTC resulting from implementation of the VECP. The Contractor's profit shall not be considered part of the cost.
- (c) Limitation. Except as specified herein, the Contractor is not entitled to share in either collateral or future Contract savings. The term "collateral savings" means those measurable net reductions in RTC's costs resulting from the VECP, including maintenance costs and the cost of RTC furnished equipment. The term "future Contract savings" means reductions in the cost of performance of future construction contracts for essentially the same item resulting from a VECP submitted by the Contractor.
- (d) When Payable. The Contractor's share of any VECP cost savings shall be payable at such time as payments would have been made for the Work which is the subject of the VECP had the VECP not been implemented.

GC.5 COMPLETION OF THE PROJECT

A. Substantial Completion of the Project

When the Contractor considers the Work or portion thereof has reached Substantial Completion, the Contractor shall so inform the RTC. The RTC shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Contractor.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the RTC will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the RTC and Contractor for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Contractor to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the RTC and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

In the event the Contractor is unwilling to provide written acceptance of the Certificate of Substantial Completion, the RTC shall issue the Certificate without the Contractor's signature, and (i) the Contractor shall immediately comply with the provisions of the Certificate, and any dispute involving the Contractor's unwillingness to provide written acceptance shall be resolved in accordance with Section GC.12 (Disputes Between Parties). In such event, the RTC may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

B. Use of Completed Portions of Work

Whenever, as determined by RTC, any portion of Work performed by the Contractor is in a condition suitable for use, RTC may initiate a Certificated of Substantial Completion for that portion and take possession of or use such portion.

Such use by RTC will in no case be construed as constituting final acceptance, and will neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by RTC of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to RTC, RTC shall have the right to continue such use until such portion of Work can, without injury to RTC, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action will not exceed 12 months unless otherwise mutually agreed upon in writing between the parties.

Contractor shall not use any permanently installed equipment unless such use is approved by RTC in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of the RTC. If RTC furnished an operator for such equipment, such operator's services will be performed under the complete direction and control of the Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, worker's compensation or other benefits paid directly or indirectly by RTC.

C. Punch List

The Contractor shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Contractor fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the RTC shall have the option to invoke any of the remedies provided for under Section GC.10 (Breach of Contract and Remedies).

The time stated for completion of punch list items shall include final clean up of the Work site.

D. Final Inspection and Acceptance of Work

When the Contractor considers the Work is complete, the Contractor shall so notify the RTC in writing. If, after inspection and testing, the RTC determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the RTC shall inform the Contractor that application for final payment may be made. The Contract shall not be considered to be fully performed until the Contractor provides the RTC with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

E. Final Payment

Provided the Contract has been fully performed pursuant to Section GC.5.C (Final Inspection and Final Acceptance of the Work) of the Contract, the Contractor shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the RTC by the Contractor of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the RTC and others relating to or arising out of the

Work. No payment, final or otherwise, shall operate to release the Contractor from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

F. Commencement of Warranties

All warranties, guarantees and other applicable time periods designated in the Contract Documents shall commence on the date of the Certificate of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion. The RTC, upon written request, may approve other commencement dates for systems, equipment, or other specific items of work.

G. Release of Retention

After the Contractor has completed the punch list and submitted the Final Record Documents to the RTC and all applicable governmental authorities' satisfaction, the Contractor may request payment for the "Release of Retention".

If there are estimated Liquidated Damages due the RTC, from any Liquidated Damage clause in the Contract, this amount may be withheld from the payment of the "Release of Retention" to the Contractor until such time that the actual Liquidated Damages are determined. At this time the RTC will pay the balance, if any, due to the Contractor.

H. Non-Conforming Work not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the RTC shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

GC.6 LIQUIDATED DAMAGES AND DELAY DAMAGES

A. RTC's Recovery of Liquidated Damages

The Contractor acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section GC.4.D (Contract Time), or any separable part thereof, of the RTC-Contractor Agreement of the Contract, the Contractor further acknowledges that the RTC will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the RTC and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the RTC if the Contractor fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 7 of the RTC-Contractor Agreement is a reasonable estimate of the damages to be suffered by the RTC.

The Contractor agrees to pay the RTC Liquidated Damages for each day that the Work exceeds the completion deadline until the Contractor reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the RTC in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the RTC. By executing the RTC-Contractor Agreement, the Contractor agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the RTC permits the Contractor to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the RTC of any of its rights or remedies under the Contract.

The RTC's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section GC.12.B (Arbitration) of the Contract. If the Contractor disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

B. ADA Non-Compliance Damages

Facilities and equipment must be manufactured and installed to be ADA accessible and compliant, or Contractor will be responsible for costs associated with the retrofit to make ADA accessible and compliant. This clause and Contractor's indemnity of the RTC survives term of the contract.

C. Delay Damages

The Contractor shall not make any claim against the RTC for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Contractor may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

1. Delays caused by the RTC's malicious or grossly negligent conduct, or the RTC's willful and knowing delay to the Substantial Completion of the Work,
2. Delays whose assumption of the risk by the Contractor was not within the contemplation of the parties at the time the parties entered into the Contract, or
3. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the RTC.

If any of the exceptions set forth in 1 through 3 above are determined by the RTC to be applicable, the RTC may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work at its sole discretion. The RTC shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Contractor.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

1. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
2. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
3. Unmarked utilities or utility interferences,
4. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
5. Acts or omissions of the RTC and other governmental authorities acting in their role as code and regulation enforcement regulators,
6. Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work,
7. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the RTC, or under the direction or control of a general contractor of the RTC, or
8. Discovery of hazardous substances or substances suspected of being hazardous,

then the Contractor may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work at the sole discretion of the RTC.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

GC.7 BONDING REQUIREMENTS**A. Required Bonds**

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contactor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

B. Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

C. Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

GC.8 INSURANCE REQUIREMENTS**A. In General**

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the RTC.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
\$2,000,000 aggregate

Policy Period: Annual Policy
Named Insured: Contractor
Additional Insured Parties: Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

Aggregate per Project Endorsement

2. Automobile Liability Insurance

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 combined single limit
Policy Period: Annual Policy
Named Insured: Contractor

3. Workers' Compensation and Employer's Liability Insurance

The Contractor shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Policy Period: Annual Policy
Named Insured: Contractor

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease
\$1,000,000 policy limit
Policy Period: Annual Policy
Named Insured: Contractor

4. Umbrella/Excess Liability

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

- For contract amount under \$5,000,000: At least \$1,000,000 limit
- For contract amount from \$5,000,000 to \$25,000,000: At least \$5,000,000 limit
- For contract amount from over \$25,000,000 to \$50,000,000: At least \$10,000,000 limit
- For contract amount over \$50,000,000: At least \$10,000,000 limit

5. Builder's Risk Insurance

RTC-Owned Property: During the term of this Contract, RTC will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the RTC, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

Insured:

Regional Transportation Commission of Southern Nevada, its Contractors and Subcontractors of any tier, 600 South Grand Central Parkway, Las Vegas, Nevada 89106.

Deductibles:

Each loss shall be adjusted separately for any one insured Project and any one occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

- a) In respect of losses arising from all other insured perils: \$25,000 per occurrence.
- b) In respect of losses arising from the peril of volcanic eruption, landslide or mine subsidence: \$500,000 per occurrence.

Contractor will be responsible for the deductible amounts, per each occurrence, as show above, or as adjusted by the Regional Transportation Commission of Southern Nevada's Builders Risk policy from year to year. The RTC will make every attempt to maintain the deductibles from year to year, but the Contractor will be responsible for the deductibles as they are negotiated. The RTC will give the Contractor 30 calendar days notice of any change in the existing deductibles. The Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate the Contractor for costs associated with an increase in deductibles as shown.

It is the Contractor's responsibility to be familiar with the current coverages described in this Section.

The Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by the RTC, to the RTC's Project Manager in writing of details of the incident.

The Contractor shall, at the same time, forward to the RTC's Purchasing Representative and RTC's insurance agent as specified above. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgement forms, etc.

In the event of a claim, the Contractor shall meet with the RTC to determine the quantities of replacement materials and/or equipment. The Contractor shall be responsible for the reordering of all items upon direction of the RTC's Project Manager. RTC's payment for these materials and equipment shall not be made until deliver to the job site. The payment(s) are subject to the deductible amount as identified within this Section.

The RTC reserves the right to require the Contractor to furnish the contractor's actual insurance policies for examination by the RTC.

Non-RTC-Owned Property: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (Builder's Risk) upon the work at the site to the full insurable value, This insurance shall include the interests of the RTC, RTC's Project Manager, Contractor, and Subcontractors of any tier. Coverage shall be written on forms to include fire, extended coverage and special form including theft. Contractor is responsible for the deductible for any claim made against the policy. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

6. Asbestos Liability Insurance

The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of

asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
\$2,000,000 aggregate
Policy Period: Annual Policy
Named Insured: Contractor

7. Installation Floater Insurance

The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage: Non-Project Specific
Type of Coverage: Occurrence Basis
Amount of Coverage: TBD
Policy Period: Effective until final completion of the Project
Named Insured: Contractor
Additional Insured Parties: Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the RTC. 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.

C. Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor insurance must be declared and approved in writing by RTC.

D. Certificate of Insurance

The Contractor will email to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the RTC.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the RTC if so requested.

E. Renewal Policies

The Contractor shall promptly deliver to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the RTC not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify CertControl@instracking.com (and a copy to the Designated Purchasing Contact) in writing of any changes or cancellations of its insurance, or may be found in

breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse

There shall be no recourse against RTC for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

I. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the RTC may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the RTC may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the RTC in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

GC.9 INDEMNITY

A. General Indemnity

The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, employees, authorized representatives and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

The Contractor agrees to indemnify, defend and hold harmless the RTC, including its officers, employees, authorized representatives and agents from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the Contract.

B. Patent Indemnity

The Contractor should advise the RTC of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Contract, constitutes an infringement of any patent; and, the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same

with non-infringing equipment, or modify it so it becomes non-infringing.

GC.10 BREACH OF CONTRACT AND REMEDIES

A. Definition of Breach

If, during the existence of the Contract, the Contractor:

1. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section GC.2.Q (Payment of Subcontractors and Other Parties) of the Contract;
2. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section GC.4.A (Notice to Proceed) of the Contract;
3. Fails to diligently prosecute the Work as required by Section GC.4.B (Guaranteed Project Schedule) or Section GC.4.C (Progress of Work) of the Contract;
4. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section GC.4.C (Progress of Work) of the Contract;
5. Fails to complete the Work within the Contract Time as required by Section GC.4.D (Contract Time) of the Contract;
6. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section GC.5.C (Punch List) of the Contract;
7. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections GC.7 (Required Bonds) and GC.8 (Required Insurance) of the Contract;
8. Fails to pay third party claims as required by Section GC.9.A (General Indemnity) of the Contract;
9. Fails to maintain licensure by the Nevada State Contractor's Board as required by Section GC.11.A (General Warranty) of the Contract;
10. Fails to promptly remedy the Work not in conformance with the Contract as required by Section GC.11.C (Warranty Work Conforms with Requirements of the Contract);
11. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section GC.13.A (General) of the Contract;
12. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the RTC or the State Labor Commissioner's Office as required by Section GC.13.B (Compliance with Labor Laws) of the Contract;
13. Fails to maintain solvency, allows a judgment to stand against the Contractor for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency;
or
14. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if un-remedied may constitute an Event of Default as described in Section GC.10.B (Event of Default).

B. Event of Default

The Contractor and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section GC.10.A (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Contractor or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the RTC may declare that an "Event of Default" has occurred and the RTC may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section GC.10 (Breach of Contract and Remedies) of the Contract.

C. Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section GC.6.A (RTC's Recovery of Liquidated Damages), if the Contractor fails to cure any Event of Default under this Agreement within the time provided in Section GC.10.8 (Event of Default), the RTC shall be entitled to damages resulting

there from.

D. Termination for Cause

Upon the occurrence of an Event of Default, the RTC may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the RTC may do any and all of the following:

1. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept the assignment of the Contractor's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to RTC if Contract is terminated); and
3. Finish the Work by whatever method deemed expedient by the RTC.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the RTC. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the RTC through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the RTC.

E. RTC's Right to Carry out the Work

If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section GC.10.B (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the RTC may, without prejudice to any other right or remedy available to the RTC, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the RTC's personnel).

If the RTC discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the RTC may proceed with the corrective action without having to provide any additional notice to the Contractor.

If, after expiration of the seven-day notice period required pursuant to Section GC.10.B (Event of Default) of the Contract, the Contractor proceeds to correct the breach and the RTC has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the RTC incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the RTC for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section GC.10.B (Event of Default) of the Contract, the RTC decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the RTC shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the RTC's personnel). If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the RTC.

F. Deduction from Progress Payments

For each and every breach set forth in Section GC.10.A (Definition of Breach) of the Contract, the RTC may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the RTC, may be necessary to protect the RTC from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the RTC, the RTC may withhold from any requested progress payment such sum as may be necessary to protect the RTC from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section GC.6.A (RTC's Recovery of Liquidated Damages) of the Contract which the RTC anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the RTC and the Contractor concerning the request for payment, the Contractor may submit a revised application for certification. The RTC shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the RTC has determined that the amount paid exceeds the percentage of completion of the Work, the Work can not be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Contractor remedies the failure for which payment has been withheld, and the RTC verifies such correction, then the withheld money shall be included with the payment of the next application.

G. Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

GC.11 REPRESENTATIONS AND WARRANTIES**A. General Warranty**

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract.

B. Warranty of Merchantability and Fitness for Particular Purpose

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

C. Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects, latent defects and deficiencies in design, supplies, equipment, materials and workmanship (unless furnished by the RTC) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the RTC of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the RTC.

The Contractor shall perform such tests as the RTC may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

by the Contractor. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the RTC. The Contractor warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Contractor fails to promptly make the necessary corrections and tests, the RTC may perform or cause to be performed the same at the Contractor's expense. The Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the RTC.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract other than specifically to correct the Work then known by the RTC to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the RTC).

D. Warranty Exclusions Prohibited

The RTC will not accept any warranty clause from the Contractor, Subcontractor or manufacturer that states:

1. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
2. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the RTC as well as from the Contractor to the RTC if the manufactured product is sold directly to the Contractor.

GC.12 DISPUTES BETWEEN PARTIES**A. Preliminary Resolution**

Any claim, dispute or other question that may arise between the RTC and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

If the Contractor disagrees with the RTC's Project Manager's decision as referenced in Section GC.14.A, or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the RTC's Project Manager has not recognized as extra work, the Contractor shall notify the RTC's Project Manager, in writing, of its intention to make claim. Claims pertaining to decisions based on Contract interpretation or such other determinations by the RTC's Project Manager shall be filed in writing to the RTC's Project Manager within five business days of receipt of such decision. Failure to file a claim, in writing, within 15 business days from the date of occurrence, or from the receipt of the RTC's Project Manager's decision will waive the contractor's right to a Claim. All other claims notices for extra Work shall be filed in writing to the RTC's Project Manager prior to the commencement of such Work. Written notice must use the words "Notice of Potential Claim". Such Notice of Potential Claim must state the circumstances and all reasons for the claim, but need not state the amount.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, change work or other situation which, had proper notice been given, would have given rise to a right for additional compensation. The Contractor should understand that timely Notice of Potential Claim is of great importance to the RTC's Project Manager and the RTC, and is not merely a formality. Such notice allows the RTC to consider preventative action, to monitor the contractor's increased costs resulting from the situation, to marshal facts, and to plain its affairs. Such notice by the Contractor and the fact that the RTC's Project Manager has kept account of the cost as aforesaid, will not in any way be construed as proving the validity of the claim.

In proceeding with a disputed portion of the Work, the Contractor shall keep accurate and complete records of its costs and shall make available to the Project Manager a daily summary of the hours and classifications of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized

services which are used which shall be signed by the RTC's Project Manager and Contractor daily. Such information shall be submitted to the RTC's Project Manager on a weekly or daily basis as determined by the RTC's Project Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed Work.

Within 30 calendar days after the last cost of work for which the contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 calendar days, then within 15 calendar days after the 30th day and every month thereafter, the Contractor shall submit to the RTC's Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the RTC's Project Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the contractor will promptly comply to the satisfaction of the RTC's Project Manager. If the additional costs are in any respect not knowable with certainty, they will be estimated as best be done. In case the claim is found to be just, it will be allowed and paid for as provided in GC.15.K (Contract Modification).

The RTC's Project Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the RTC's Project Manager.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section GC.12.B (Arbitration) of the Contract.

B. Arbitration

1. Right of Arbitration

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall have notified the other party pursuant to Subsections 5 and 6 of this Section.

2. Designation of Arbitrators

Within the notice provided pursuant to Subsection 6 of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the RTC and the Contractor. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

3. Arbitration Costs and Attorneys Fees

The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

4. Right of Joinder

In the event that the RTC is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with,

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

the construction of the Work, or the performance of the Contractor under this Contract, the Contractor agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting there from. Any joinder of the Contractor is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the RTC from joining the Contractor as a party to any arbitration proceedings which the RTC commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Contractor is named as an additional party by the RTC, the Contractor shall not be entitled to any additional compensation from the RTC as a result of preparing for, or participating in, the arbitration.

5. Notice of Claim

In order for the Contractor to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the RTC within 14 calendar days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the RTC on notice so that proper measures can be taken by the RTC to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the RTC to properly verify any costs incurred by the Contractor in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

6. Notice of Arbitration

The filing of the written notice pursuant to Subsection 5 of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration.

In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within 60 calendar days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

7. Discovery

In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure.

8. Summary Procedure

In lieu of discovery rights set forth in Subsection 7, the RTC may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the RTC to the Contractor within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section.

In the event of such an election, the parties shall agree upon a date for the presentation of the Contractor's claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Contractor shall present such testimony and documents in support of its claim against the RTC. Upon the conclusion of the Contractor's presentation, the matter shall be continued for not less than 30 calendar days but no more than 60 calendar days to allow the RTC to prepare its response to the claim of the Contractor. At the conclusion of the RTC's presentation, the Contractor shall proceed with any rebuttal testimony or documentary evidence in response to the RTC's defense, and the RTC shall at the same hearing proceed with any reply to the rebuttal by the Contractor.

9. Work to Proceed

The Contractor shall proceed with the Work during any pending arbitration, court or other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

10. Substitution of Arbitration Association

In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the RTC shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association.

C. Alternate Dispute Resolution

1. If a dispute arising between the RTC and the Contractor cannot otherwise be settled, the use of a method of alternate dispute resolution before initiation of a judicial action is required.

GC.13 COMPLIANCE WITH THE LAWS**A. General**

The Contractor and all Subcontractors shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, NRS 338, NRS 339, NRS 624 and NAC 624, labor, the Federal Occupational Health and Safety Act and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

B. Compliance with Labor Laws**1. Wages**

This project does not require use of prevailing wages or federal wages.

2. Prevailing Wage Rate Law

The Contractor and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

a) Prevailing Wage Rates

For public work projects whose cost is \$100,000 or more, the Contractor hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Contractor or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Contractor is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner, as specified on its website: www.laborcommissioner.com or by calling (702) 486-2795. The wage rates that are applicable are those as specified on the Bid Opening date and remain in effect for the duration of the Project. Any Change Order causing a contract to equal or exceed \$100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner for the entire Contract period. Any Work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the RTC.

In accordance with NRS Chapter 338, the Contractor shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Contractor agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the RTC or the State Labor Commissioner.

b) Subcontractor List

In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the RTC the name and address of each Subcontractor performing work on the Project within ten days after the Subcontractor commences work on the Project and the identifying (PWP) number for the Work.

c) Certified Payroll Reports

Pursuant to NRS Chapter 338, any public work contract awarded for \$100,000 or more, the Contractor and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the “certified payroll reports.”

The Contractor, and each Subcontractor through the Contractor, is required to submit a copy of the certified payroll reports for each calendar month to the RTC no later than 15 calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Contractor shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from the Contractor by the RTC because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within ten calendar days after the end of the month or the rate agreed upon by the contractor and Subcontractor. The Contractor shall submit the RTC’s copy of its certified payroll and the certified payroll of each of the Subcontractors performing the Work of the Project to the RTC’s Project Manager. The RTC’s Project Manager may be contacted to view the reports.

The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

Certified Payroll Reports will be available for public viewing upon request to the RTC’s Project Manager.

d) Penalties

In accordance with NRS 338.060, the Contractor shall forfeit the penalty provided herein to the RTC for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the RTC, (iii) the Contractor or Subcontractor did not report to the RTC as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the RTC may withhold not less than \$20.00, nor more than \$50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor’s business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to \$1,000 for the first violation and \$5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or Subcontractor is determined by the RTC to have violated the provisions of this Section, the RTC may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

3. Federal Wage Rates

The Contractor shall comply that the Federal Wage Rates attached (*Exhibit C to the RTC-Contractor*

Agreement and incorporated herein as a part hereof) which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State of Nevada Prevailing Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

4. Federal Conditions

The Contractor shall comply with the Federal Conditions attached (*Exhibit D to the RTC-Contractor Agreement and incorporated herein as a part hereof*) which are applicable to the Contract.

5. Copeland Anti-Kickback Law

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

6. Fair Employment Law

The Contractor shall comply with the fair employment provisions of NRS 338.125. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily 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. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Contractor shall constitute a material breach of the Contract.

If the Contractor or any of its Subcontractors refuse to hire or do business with an individual or company in violation of this provision, the RTC may declare the Contractor in breach of the Contract, and the RTC may terminate the Contract and designate the Contractor as not responsible for purposes of bidding future public work projects.

7. Preferential Employment

The Contractor shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Contractor engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

C. Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date. The Contractor shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated there under and shall immediately notify the RTC of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated there under.

D. Compliance with Immigration Reform Control Act of 1986 Air Pollution Control

In accordance with the Immigration Reform and Control Act of 1986, the Contractor shall not employ unauthorized aliens in the performance of the Contract.

E. Air Pollution Control

Prior to commencing the Work, the Contractor shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Contractor shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of

federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

1. Nevada Revised Statute 445: Air Quality Regulation
2. Adhering to all Clark County Department of Air Quality and Environmental regulations

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the RTC.

The Clark County Department of Air Quality Management's Air Pollution Control Regulations Regulation 94, Section 94 Handbook, and those Best Management Practices (BMPs) described therein are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities defined in Section 94.2 of these regulations, the Contractor shall obtain a Dust Control Permit from the Clark County Department of Air Quality and Environmental Management. As applicant, the Contractor is responsible for insuring that all contractors, subcontractors, and all other persons abide by the conditions of the permit. As applicant the Contractor is further responsible for supplying complete copies of the Dust control Permit and Dust Mitigation Plan.

In accordance with Section 94.4.11 of these regulations, if at any time the contractor's operations cause more than 50 acres of disturbed soil to exist, the Contractor shall cause to have in place a person (dust control Monitor) with full authority to ensure that dust control measures are implemented, including inspections, record keeping, deployment of resources and shut-down or modification of construction activities, as needed.

Throughout the project area and for the duration of the Project, all disturbed soil must be maintained to minimize wind erosion and particulate emissions. Best Available Control Measures (BACM) are required 24 hours a day, seven days a week, whether or not there is current construction activity on site. When any part of the Project area is inactive for a period of 30 days or longer, long term stabilization must be implemented within ten calendar days following the cessation of active operations in that area. As permit holder, the Contractor shall notify the Clark County Department of Air Quality and Environmental Management in writing within ten days following the cessation of active operations on all or a part of the Project area.

The Contractor's superintendent or other designated on-site representative, water truck drivers and water pull drivers on the Project shall be required to have successfully completed a Clark County Department of Air Quality and Environmental Management Dust Control Class.

As permit holder, the Contractor shall keep records of construction site self-inspections for the Project duration in accordance with Section 94.8.1.

Measurement and payment for Dust Control will be per lump sum for all work required to comply with Section 94 requirements, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractor, provision of dust control monitor(s), shut-down expenses caused by violations of this regulation, monetary penalties or sanctions resulting from violations of this regulation, record keeping, training, long-term stabilization due to cessations of the Work more than 30 days, and all labor, equipment, and materials required to employ BACM as set forth in the Section 94 Handbook to prevent particulate matter from becoming airborne.

F. Storm Water Pollution

The Contractor shall perform its Work so as to not discharge polluted storm water runoff into the waters of the United States, including municipal separate storm sewer systems (MS4s) in violation of the laws, rules, and regulations of all federal, state and local water pollution requirements.

Contractor shall:

- a) Comply with the provisions of Nevada Revised Statutes, Chapter 445A, Water Pollution Control.
- b) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
- c) All information and forms pertaining to Nevada's Storm Water Permitting Program can be found on the following website: <http://ndep.nv.gov/bwpc/storm01.htm>

The state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the contractor shall submit a Notice of Intent (NOI) to the Nevada division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the Project site and be updated as necessary for the duration of the Project. As applicant, the contractor is responsible for insuring that all contractors, Subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all Project Subcontractors.

Any contracts between the Contractor and applicable Subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the Project area and the duration of the Project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, seven days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction site inspections for up to three years after completion of the Work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all Work required to comply with all state and federal regulations, including but not limited to permit fees, plan preparation, required signage, monies paid to Subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMP's as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

G. Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

H. Non-Discrimination

The RTC is committed to promoting full and equal business opportunity for all persons doing business with the RTC. The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their Subcontractors are found guilty

by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the RTC may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor as non-responsible for future Projects.

I. Bidder's Preference Records (for 100% locally funded projects only which exceed \$250,000) (**NOT USED**)

In compliance with NRS 338, if the Contractor was awarded the Contract pursuant to receiving a preference in bidding:

1. Within 2 hours after the completion of the opening of the bids by the local government, the Bidder submitted to the RTC a *signed affidavit* which certified that, for the duration of the project, collectively, and not on any specific day (Local Certification):
 - a) At least **50%** of the workers employed on the public work, including any employees of the Bidder and of any subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada;
 - b) **All** vehicles used primarily for the public work will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or
 - (2) Registered in Nevada;
 - c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727, at least **50%** of the design professionals working on the public work, including, without limitation, any employees of the Bidder and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and
 - d) The Contractor and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada its records concerning payroll relating to the public work.

Failure to comply with any requirement of a through d (Local Certification) above entitles the public body to a penalty specified below.

2. During the contract period, a person who submitted a bid on the public work or an entity who believes that an awarded Bidder has obtained a preference in bidding, but has failed to comply with the Local Certification requirements may file before the substantial completion of the public work, a written objection with the RTC for the Bidder performing the public work. The written objection must set forth the proof or substantiating evidence to support the belief of the person or entity that the awarded Bidder has failed to comply with the Local Certification requirements.

3. If the RTC receives a written objection pursuant to Paragraph 2 above, the RTC will determine whether the objection is accompanied by the proof or substantiating evidence required.

- a) If the RTC determines that the objection is not accompanied by the required proof or substantiating evidence, the RTC will dismiss the objection.
- b) If the RTC determines that the objection is accompanied by the required proof or substantiating evidence or if the RTC determines on its own initiative that proof or substantiating evidence of a failure to comply with Local Certification requirements exists, the RTC will determine whether the Bidder has failed to comply with Local Certification requirements and the RTC may proceed to award the contract accordingly or, if the contract has already been awarded, seek the remedy authorized below in Paragraph 4 below.

4. The RTC may recover by civil action against the party responsible for a failure to comply with a requirement of Local Certification, a penalty as described below for a failure to comply with Local Certification requirements above. If the RTC recovers a penalty pursuant to the preference of bidding, the RTC will report to the State Contractor's Board the date of the failure to comply, the name of the entity which failed to comply and the cost of the contract to which the entity that failed to comply was a party. The Board will maintain that information for not less than 6 years, and will provide that information to any public body or its authorized representative.

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

5. If the Contractor submitted the affidavit described as Local Certification requirements above and received a preference in bidding and was awarded the contract as a result of that preference, the contract between the Contractor and the public body, each contract between the Contractor and a subcontractor, and each contract between a subcontractor and a lower tier subcontractor must provide that:

- a) If a party to the contract causes the Contractor to fail to comply with a requirement of Local Certification, the party is liable to the public body for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party.
- b) The right to recover the amount determined pursuant to paragraph a. above by the public body pursuant to subsection 4 may be enforced by the public body directly against the party that caused the failure to comply with a requirement of Local Certification; and
- c) No other party to the contract is liable to the public body for a penalty.

6. If the Contractor submitted the affidavit described as Local Certification requirements above and received a preference in bidding and was awarded the contract, within 48 hours of a request of the RTC, provide the RTC with:

- a) Name of the awarded Contractor,
- b) Cost of the contract,
- c) A brief description of the public work, and
- d) A description of the degree to which the awarded Bidder and each subcontractor complied with the requirements of Local Certification above.

J. Workers Records

The Contractor and each subcontractor are required to keep documentation as follows:

1. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work:
 - a. The name of the worker,
 - b. The occupation of the worker,
 - c. The gender of the worker, if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information
 - d. The ethnicity of the worker if the worker voluntarily agreed to specify that information, or an entry indicating that the worker declined to specify such information;
 - e. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card, and
 - f. The actual per diem, wages and benefits paid to the worker.
2. An accurate record showing for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - a. The name of the worker,
 - b. The driver's license number or identification card number of the worker, and
 - c. The state or other jurisdiction that issued the license or card.
3. The above-mentioned records maintained must be open at all reasonable hours to the inspection of the RTC. The contractor and the subcontractors shall ensure that a copy of each record for each calendar month is received by the RTC no later than 15 days after the end of each month, but may be discarded by the RTC two years after the final payment is made by the RTC.
 - a. The copy of the record referenced in subsection 1 above will be considered a public record and open for public inspection.
 - b. The copy of the record reference in subsection 2 above is confidential and not open for public inspection.

K. Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be

inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

GC.14 CONTRACT INTERPRETATION

A. General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, Nevada, and any litigation shall be in a competent jurisdiction in Clark County, Nevada.

Questions regarding the meaning and intent of the Contract documents must be referred in writing by the Contractor to the RTC's Project Manager. Where practical, the RTC's Project Manager shall respond to the Contractor in writing with a decision within seven calendar days of receipt of the request. If Contractor disagrees with the RTC's Project Manager's decision, it can follow the procedures specified in Section GC.12 (Disputes Between Parties).

B. Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

C. Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the RTC:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. RTC-Contractor Agreement
4. Federal Conditions
5. General Conditions
6. Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the RTC)

D. Standards and Codes

Whenever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

Where applicable, reference to the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

E. Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the RTC's interpretation.

F. Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

GC.15 MISCELLANEOUS PROVISIONS**A. Regulatory Authorities**

The Contractor does hereby acknowledge and agrees that the RTC, or the RTC's Project Manager, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the RTC, or which are departments of the RTC including, but not limited to, the FAST and Metropolitan Planning Organization acting in a regulatory manner. The Contractor is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the RTC acting in a regulatory manner) and any delays resulting to the Contractor in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Contractor, and not attributable in any manner to the RTC.

The RTC's Project Manager acts in a capacity similar to that of a representative working for a private property RTC which is to ensure that the RTC receives a quality product, delivered on schedule, for a fair price. Furthermore, the RTC's Project Manager does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the RTC's Project Manager. The Contractor agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the RTC's Project Manager, and that the Contractor's interaction with each regulatory authority is to be conducted without assistance from the RTC's Project Manager.

B. Subcontracts

Any subcontract entered into by the Contractor and its Subcontractor or material supplier shall not create any contractual relationship between the RTC and the Subcontractor or material supplier.

The Contractor agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Contractor in connection with the Project if so requested by the RTC for any of the reasons set forth in NRS 338.140 (1)(d).

The Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Contractor unless such substitution meets the requirements of NRS Chapter 338. If the Contractor substitutes a subcontractor for any subcontractor who is named in the bid without complying with NRS 338.141.5, the Contractor shall forfeit, as a penalty to the RTC, an amount equal to 1 percent of the total amount of the Contract. If the Contractor, after the submission of the bid, substitutes a subcontractor to perform the work indicated on the subcontractor lists submitted as part of its bid, the Contractor shall forfeit as a penalty to the RTC the lesser of, and excluding any amount of the Contract that is attributable to change orders, an amount equal to 2.5 percent of the total amount of the contract or an amount equal to 35 percent of the estimate by the engineer of the cost of the work the Contractor indicated pursuant to NRS 338.141.3 that it would perform on the public work.

C. Flow Down Language

Contractor shall provide that its contracts with its subcontractor(s) shall provide that the subcontractor(s) shall be bound to the Company in the same manner, and to the same extent, as the Contractor is bound to the RTC under this Agreement.

D. Right to Review and Audit

The Contractor agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contractor a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after

such findings have been resolved. In the event the Contractor goes out of existence, the Contractor shall turn over to the RTC all of its records relating to the Contract to be retained by the RTC for the required period of time.

The Contractor agrees to permit the RTC or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Contractor's operation hereunder. The Contractor further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Contractor or its records and books are not located within Clark County, Nevada, the Contractor agrees to deliver the records and books or have the records and books delivered to the RTC or its authorized representative at an address within Clark County, Nevada, as designated by the RTC.

If the RTC or its authorized representative find that the records and books delivered by the Contractor are incomplete, the Contractor agrees to pay the RTC the costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Contractor further agrees to permit the RTC or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the RTC.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the RTC or its authorized representative finds the RTC's dollar liability to the Contractor is less than the payments made by the RTC to the Contractor, the Contractor agrees to repay the difference immediately to the RTC or, at the RTC's option, credit the difference against future payments due the Contractor.

E. Independent Contractor

The 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. The Contractor shall act as an independent contractor and not as an agent of the RTC in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the Contractor shall create any contractual relationship between any such subcontractor and the RTC. The Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

F. Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

G. Assignment of Contractual Rights

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

H. Ownership and Use of Documents

The Contractor will be furnished, free of charge, one (1) set of drawings and Contract Documents. If additional sets are needed, the RTC will provide them at actual duplication cost. The Drawings, Technical Specifications, and any copies furnished by the RTC are and shall remain the RTC's property unless a consultant is used in the preparation of the Contract Documents in which case RTCship shall be according to the agreement between the RTC and the consultant. They are to be used only with respect to the Project and are not to be used on any other

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the RTC's or Consultant's common law or other reserved rights.

I. Prohibited Interest

No official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

J. Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

K. No Personal Liability

No official, officer, employee or agent of the RTC shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

L. Contract Modification

The Contract represents the entire and integrated agreement between the RTC and the Contractor and supersedes prior negotiations, representations or agreements, written or oral, made by either party. The Contract may only be amended by a Change Order.

M. State of Nevada Legal Holidays

The Contractor is advised that there are eleven legal holidays, for which the RTC employees and/or representatives will not be required to work. However, the Governor of the State of Nevada does have the option to give two other legal holidays. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. The firm legal holidays are as follows:

1. Martin Luther King's Birthday
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Admission Day
7. Veteran's Day
8. Thanksgiving Day
9. Family Day (the Friday after Thanksgiving Day)
10. Christmas Day
11. New Year's Day

N. Reporting of Alleged Violations of the Law

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

O. Project Signs

The Contractor shall provide, install and maintain four Project signs for the duration of the Project. The signs must be installed within three business days of the issuance of the Notice to Proceed and must be installed where directed by the RTC's Project Manager. The Contractor will have size, verbiage and location approved by the RTC's Project Manager before installation of the signs.

P. Force Majeure

Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide RTC satisfactory evidence that non-performance is due to other than fault or negligence on its part.

Q. Labor Strife

The Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

R. Monthly Reports of MBE/WBE/SBE/DVBE/PCBE Utilization

The Contractor shall submit monthly reports of its MBE/WBE/SBE/DVBE/PCBE utilization throughout the contract term (with its invoices) and at the completion of the contract using the form provided by the RTC.

The remainder of the page intentionally left blank

SAMPLE RTC-CONTRACTOR AGREEMENT
EXHIBIT C-PREVAILING WAGES AND/OR FEDERAL WAGES
CONTRACT NO. 19-020CON

LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS
EXHIBIT C

PREVAILING WAGES AND/OR FEDERAL WAGES

This is a Federally Funded Project, so both the State of Nevada Prevailing Wages which are in effect the date of the Bid Opening (found <http://labor.nv.gov/> and will be attached to this Exhibit C in the final Contract) and the attached Federal Wage Rates (State: Nevada; County: Clark; Construction Type: Highway; General Decision Number NV20200012; Publication Date: 1/24/2020) will apply to the duration of the Contract, and Contractor shall pay workers at the higher rate, and are attached to this Exhibit C.

"General Decision Number: NV20200012 01/24/2020

Superseded General Decision Number: NV20190012

State: Nevada

Construction Type: Highway
EXCLUDES NEVADA TEST SITE (NTS), NATIONAL TEST AND TRAINING RANGE (NTR) & TONOPAH TEST RANGE (TTR) HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

County: Clark County in Nevada.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Table with 2 columns: Modification Number, Publication Date. Rows: 0 (01/03/2020), 1 (01/24/2020)

CARP1977-003 07/01/2019

Table with 2 columns: Rates, Fringes. Row: CARPENTER (Form Work Only) \$ 46.15, 16.81

ELEC0357-001 06/01/2019

Table with 2 columns: Rates, Fringes. Row: ELECTRICIAN \$ 47.38, 19.35

ENGI0003-032 07/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Grade Setter.....	\$ 38.18	24.80

ENGI0012-011 10/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Forklift; Pump Operator..	\$ 44.99	24.70
(10) Grader/Blade.....	\$ 48.17	24.70
(12 A)		
Backhoe/Excavator/Trackhoe..	\$ 48.34	24.70
(3) Bobcat/Skid Steer/Skid		
Loader.....	\$ 46.23	24.70
(4 B) Piledriver.....	\$ 48.05	24.70
(6) Drill; Roller.....	\$ 47.94	24.70
(8 A) Compactor; Grade		
Checker; Loader; Mechanic;		
Paver (Asphalt, Aggregate		
and Concrete); Scraper;		
Tractor; Milling Machine....	\$ 48.05	24.70
(8 B) Oiler.....	\$ 48.67	24.70

* IRON0416-001 07/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 40.00	33.30

LAB00872-007 07/01/2018

	Rates	Fringes
LABORER		
(1) Common or General;		
Flagger; Landscape.....	\$ 27.65	26.79
(2) Asphalt Raker,		
Shoveler, Spreader and		
Distributor; Concrete Saw;		
Jackhammer; Mason Tender-		
Cement/Concrete; Pipelayer..	\$ 27.86	26.79

PAIN0159-008 07/01/2019

	Rates	Fringes
PAINTER: Brush and Roller Only...	\$ 40.98	17.84

PLAS0797-001 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.01	16.17

TEAM0631-003 07/01/2018

	Rates	Fringes
TRUCK DRIVER: Dump Truck (All		
Types).....	\$ 29.45	26.72

* UAVG-NV-0001 10/01/2018

	Rates	Fringes
OPERATOR: Crane.....	\$ 52.37	24.70

SUNV2017-011 10/01/2018

	Rates	Fringes
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 38.55	0.00
IRONWORKER, STRUCTURAL.....	\$ 34.75	29.20
TRAFFIC CONTROL:		
Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 43.89	0.00
TRUCK DRIVER: Water Truck.....	\$ 36.42	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



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

2020 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

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." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

- [AIR BALANCE TECHNICIAN](#)
- [ALARM INSTALLER](#)
- [BOILERMAKER](#)
- [BRICKLAYER](#)
- [CARPENTER](#)
- [CEMENT MASON](#)
- [ELECTRICIAN-COMMUNICATION TECH.](#)
- [ELECTRICIAN-LINE](#)
- [ELECTRICIAN-NEON SIGN](#)
- [ELECTRICIAN-WIREMAN](#)
- [ELEVATOR CONSTRUCTOR](#)
- [EQUIPMENT GREASER \(GREASE TRUCK\)](#)
- [EQUIPMENT GREASER \(GREASE TRUCK/MULTI SHIFT\)](#)
- [EQUIPMENT GREASER TUNNEL\(GREASE TRUCK\)](#)
- [FENCE ERECTOR](#)
- [FIELD SOILS AND MATERIAL TESTER](#)
- [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-PILEDRIIVER](#)
- [PAINTER](#)
- [PILEDRIIVER \(NON-EQUIPMENT\)](#)
- [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](#)

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 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.

“Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see Assembly Bill 190 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

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.

Premium Pay

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

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

CRAFT	RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		77.06
Air Balance Technician-Foreman		81.91
Air Balance Technician-General Foreman		86.76
See AIR BALANCE TECHNICIAN JOB DESCRIPTION		
<p>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:</p> <p>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</p>		
<p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		
ALARM INSTALLER	(See Amendment 6)	Union
Alarm Installer		66.43
Alarm Installer Foreman		71.69
Alarm Installer General Foreman		
See ALARM INSTALLER JOB DESCRIPTION		
<p>In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:</p> <p>Zone 1-0 to 25 miles \$0.00 Zone 2-25 to 55 miles \$2.50 Zone 3-56 miles and over \$3.50</p>		
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <p>1. For all hours worked over eight (8) hours worked in one day or a shift. Double the regular straight time hourly rate shall be paid for all time:</p> <p>1. For all hours worked over twelve (12) hours in one day or shift. 2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.</p>		
<p>SHIFT DIFFERENTIAL</p> <p>1. Second Shift (Swing) will be paid a premium of 15% for all hours worked. 2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.</p>		
<p>HIGH TIME</p> <p>1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an</p>		

<p>additional one-half (1/2) the straight time hourly rate.</p> <p>FULL PROTECTIVE GEAR</p> <p>1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.</p>									
BOILERMAKER	Union								
Boilermaker	65.94								
<p>BOILERMAKER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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. <p>ADD PREMIUM PAY</p> <p>Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>									
BRICKLAYER	Union								
Bricklayer-Journeyman	56.83								
<p>See BRICKLAYER JOB DESCRIPTION</p> <p>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:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">0-40 Miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>41-50 Miles</td> <td style="text-align: right;">\$2.50</td> </tr> <tr> <td>51-70 Miles</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Over 70 Miles</td> <td style="text-align: right;">\$7.50</td> </tr> </table> <p>The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.</p> <p>ADD PREMIUM PAY (<u>See Amendment 4</u>)</p> <p>Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		0-40 Miles	\$0.00	41-50 Miles	\$2.50	51-70 Miles	\$5.00	Over 70 Miles	\$7.50
0-40 Miles	\$0.00								
41-50 Miles	\$2.50								
51-70 Miles	\$5.00								
Over 70 Miles	\$7.50								
CARPENTER	Union								
Carpenter-Journeyman	63.11								
Carpenter-Welder	64.11								
Carpenter-Foreman	67.07								
Carpenter-General Foreman	71.42								
<p>See CARPENTER JOB DESCRIPTION</p> <p>ADD ZONE RATE</p> <p>In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Zone 1-0 to 40 miles</td> <td style="text-align: right;">\$0.00</td> </tr> </table>		Zone 1-0 to 40 miles	\$0.00						
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
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	

CEMENT MASON	Union
Cement Mason-Journeyman	57.33
Cement Mason-Foreman	61.43
Cement Mason-General Foreman	63.48

See 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

ADD PREMIUM PAY
OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

ELECTRICIAN- COMMUNICATION TECHNICIAN	Union
Installer/Technician	47.44
Senior Installer/Technician	66.43
Installer/Technician Foreman	71.76
Installer/Technician General Foreman	77.09

See 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

ADD PREMIUM PAY
 One and one half (1 ½) the regular straight time hourly rate shall be paid:
 1. For all hours worked over eight (8) hours worked in one day either before or after a shift.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR

	Union
Groundman	44.04
Lineman	66.56
Foreman	72.94
General Foreman	79.53
Heavy Equipment Operator	54.27

See ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN

	Union
Journeyman	53.90
Foreman	55.90

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;

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$0.75 cents per hour.
 Third Shift (Graveyard) will be an additional \$1.00 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN

1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman-Journeyman	66.79
Wireman-Cable Splicer	67.31
Wireman-Foreman	72.16
Wireman-General Foreman	77.53

See 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

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours worked in one day either before or after a shift. Double the regular straight time hourly rate shall be paid for all time:4
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

WELDERS

1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.									
ELEVATOR CONSTRUCTOR	Union								
Elevator Constructor-Journeyman Mechanic	73.13								
Elevator Constructor-Mechanic In Charge	80.54								
<p>ELEVATOR CONSTRUCTOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 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; 3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools; <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>									
EQUIPMENT GREASER (RACK)	Union								
Equipment Greaser (Rack)	74.18								
<p>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:</p> <table> <tr> <td>Zone 1- 0 to 32.5 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2- 32.5 to 45 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 3- 45 to 60 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 4- over 60 miles</td> <td>\$4.50</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1- 0 to 32.5 miles	\$0.00	Zone 2- 32.5 to 45 miles	\$3.00	Zone 3- 45 to 60 miles	\$4.00	Zone 4- over 60 miles	\$4.50
Zone 1- 0 to 32.5 miles	\$0.00								
Zone 2- 32.5 to 45 miles	\$3.00								
Zone 3- 45 to 60 miles	\$4.00								
Zone 4- over 60 miles	\$4.50								
EQUIPMENT GREASER (GREASE TRUCK)	Union								
Equipment Greaser (Grease Truck)	76.77								
<p>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:</p> <table> <tr> <td>Zone 1- 0 to 32.5 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2- 32.5 to 45 miles</td> <td>\$3.00</td> </tr> <tr> <td>Zone 3- 45 to 60 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 4- over 60 miles</td> <td>\$4.50</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1- 0 to 32.5 miles	\$0.00	Zone 2- 32.5 to 45 miles	\$3.00	Zone 3- 45 to 60 miles	\$4.00	Zone 4- over 60 miles	\$4.50
Zone 1- 0 to 32.5 miles	\$0.00								
Zone 2- 32.5 to 45 miles	\$3.00								
Zone 3- 45 to 60 miles	\$4.00								
Zone 4- over 60 miles	\$4.50								
EQUIPMENT GREASER (GREASE TRUCK/MULTI-	Union								

SHIFT)	
Equipment Greaser (Grease Truck/Multi-Shift)	75.67
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 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
EQUIPMENT GREASER TUNNEL (GREASE TRUCK)	Union
Tunnel, Equipment Greaser (Grease Truck)	76.39
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 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY	
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
FENCE ERECTOR	Non-Union
Fence Erector	18.37
FENCE ERECTOR	
Includes but is not limited to:	
<ol style="list-style-type: none"> 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; 	
FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	Union
Field Asphaltic Concrete (Soils and Material tester)	(See Amendment 1) 74.68
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 32.5 miles	\$0.00

Zone 2-32.5 to 45 miles	\$3.00	
Zone 3-45 to 60 miles	\$4.00	
Zone 4-over 60 miles	\$4.50	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
FIELD SOILS AND MATERIAL TESTER		Union
Field Soils and Material Tester	(See Amendment 1)	74.68
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 32.5 miles	\$0.00	
Zone 2- 32.5 to 45 miles	\$3.00	
Zone 3- 45 to 60 miles	\$4.00	
Zone 4- over 60 miles	\$4.50	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
FLAGPERSON		Union
Flagperson		55.19
FLAG PERSON , includes but is not limited to:		
<ol style="list-style-type: none"> 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	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
FLOOR COVERER		Union
Floor Coverer-Journeyman		51.89
Floor Coverer-Foreman		56.76
See FLOOR COVERER JOB DESCRIPTION		
ADD PREMIUM PAY		
One and one half (1 ½) the regular straight time hourly rate shall be paid:		
<ol style="list-style-type: none"> 1. For first three (3) hours worked over eight (8) on a regular five (5) day week. 2. For all hours worked on Saturday. Employees shall not work less than four (4) hours. 		

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

GLAZIER	Union
Glazier-Journeyman	73.67
Glazier-Foreman	78.24

See GLAZIER JOB DESCRIPTION

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

HIGHWAY STRIPER	Union
Highway Striper	56.69

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;

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.

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason	57.00
<p>HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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 <p>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:</p> <p>Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area.</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	58.09
Plasterer Tender-Foreman	Foreman \$3.00 above highest paid journeyman supervised.
Plasterer Tender-General Foreman	General Foreman \$3.00 above highest paid foreman supervised.
<p>See HOD CARRIER-PLASTERER TENDER</p> <p>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:</p> <p>Zone 1-0 to 50 Miles \$0.00 Zone 2-50 Miles and Over \$3.75 including Laughlin area.</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
IRON WORKER	See Amendment 5 Union
Ironworker-Journeyman	73.30

Ironworker-Foreman	77.30
Ironworker-General Foreman	
See IRON WORKER JOB DESCRIPTION	
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
LABORER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	56.69
Group 2	56.90
Group 3	57.00
Group 4	57.09
Group 5	57.19
Group 6A	59.85
Group 6B	59.35
Group 6C	59.10
Group 6D	59.71
Group 6E	59.35
Group 7	57.00
Foreman \$3.00 above highest paid journeyman supervised.	
General Foreman \$3.00 above highest paid foreman supervised.	
See 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.	
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
MECHANICAL INSULATOR	Union
Mechanical Insulator-Journeyman	65.98
Mechanical Insulator-Foreman	69.68
Mechanical Insulator-General Foreman	73.38
See 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

ADD PREMIUM PAY (SEE AMENDMENT 3)

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MILLWRIGHT	Union
Millwright-Journeyman	64.11
Millwright-Welder	65.11
Millwright-Foreman	67.90
Millwright-General Foreman	72.07

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from Maryland Parkway and Charleston:

Zone 1- 0-20 miles	\$0.00
Zone 2- 20-40 miles	\$2.50
Zone 3- over 40 miles	\$4.25

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Group 1	73.59
Group 2	74.54
Group 3	74.83
Group 4	76.32
Group 5	77.42
Group 6	76.54
Group 7	77.64
Group 8	76.65
Group 9	77.75
Group 10	76.77
Group 11	77.87
Group 12	76.94
Group 13	77.04
Group 14	77.07

Group 15	77.15
Group 16	77.27
Group 17	77.44
Group 18	77.54
Group 19	77.65
Group 20	77.77
Group 21	77.94
Group 22	78.04
Group 23	78.15
Group 24	78.27
Group 25	78.44
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: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:	
Zone 1- 0 to 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT	Union
SEE GROUP CLASSIFICATIONS	
Group 1	
Engineer Oiler	77.27
Forklift Operator	76.18
Group 2	
Truck Crane Oiler	76.32
Group 3	
A-Frame or Winch Truck Operator	76.32
Ross Carrier Operator (Jobsite)	76.32
Group 4	
Bridge-Type Unloader and Turntable Operator	76.32
Helicopter Hoist Operator	76.32
Group 5	

Hydraulic Boom Truck (Pitman)	76.54
Stinger Crane (Austin-Western or Similar Type)	
Tugger Hoist Operator (1 Drum)	76.54
Group 6	
Bridge Crane Operator	76.65
Cretor Crane Operator	76.65
Hoist Operator (Chicago Boom and Similar Type)	76.65
Lift Mobile Operator	76.65
Lift Slab Machine Operator (Vagtborg and Similar Types)	76.65
Material Hoist/Manlift Operator	76.65
Polar Gantry Crane Operator	76.65
Self Climbing Scaffold (or Similar Type)	76.65
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	76.65
Silent Piler	76.65
Tugger Hoist Operator (2 Drum)	76.65
Group 7	
Pedestal Crane Operator	76.77
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	76.77
Tower Crane Repairman	76.77
Tugger Hoist Operator (3 Drum)	76.77
Group 8	
Crane Operator (up to and including 25 ton capacity)	78.74
Crawler Transporter Operator	76.94
Derrick Barge Operator (up to and including 25 ton capacity)	76.94
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	76.94
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	76.94
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	78.74
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	77.11

Highline Cableway Operator	77.11
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	77.11
K-Crane	77.11
Polar Crane Operator	77.11
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator	77.11
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	79.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	79.11
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Tower Crane Operator and Tower Gantry	81.11
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	80.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	80.11
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Group 13	
Crane Operator (over 300 tons)	84.67
Derrick Barge Operator (over 300 tons)	81.11
Helicopter Pilot	81.11

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	81.11
Mobile Tower Crane Operator (over 300 tons)	84.67
Add \$.50 per hour for "Special" Shift	
Add \$1.00 per hour for "Multiple" Shift	
<p>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.</p> <p>ADD ZONE RATE In addition to: CRANES, PILEDIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada: Zone 1- 0 to 32.5 miles \$0.00 Zone 2- 32.5 to 45 miles \$3.00 Zone 3- 45 to 60 miles \$4.00 Zone 4- over 60 miles \$4.50</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	
OPERATING ENGINEER-SURVEYOR	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Group 1	75.51
Group 2	76.32
Group 3	76.54
Group 4	76.82
Group 5	76.94
Group 6	77.04
Group 7	77.07
Group 8	77.44
Group 9	77.57
Group 10	78.07
<p>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.</p> <p>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 32.5 miles \$0.00 Zone 2- 32.5 to 45 miles \$3.00 Zone 3- 45 to 60 miles \$4.00</p>	

Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
OPERATING ENGINEER –TUNNEL	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.44
Group 2	76.39
Group 3	76.68
Group 4	76.82
Group 5	77.04
Group 6	77.15
Group 7	77.27
Group 8	77.44
Group 9	77.57
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 32.5 miles	\$0.00
Zone 2- 32.5 to 45 miles	\$3.00
Zone 3- 45 to 60 miles	\$4.00
Zone 4- over 60 miles	\$4.50
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
PAINTER	Union
Painter-Journeyman	59.71
Painter-Foreman	63.40
See PAINTER JOB DESCRIPTION	
ADD ZONE RATE Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:	
Zone 1- 0 to 40 miles	\$0.00
Zone 2- 41 to 60 miles	\$2.50
Zone 3- over 60 miles	\$4.25

Laughlin	\$2.00				
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> For first three (3) hours worked over eight (8) on a regular five (5) day week. For all hours worked on Saturday. Employees shall not work less than four (4) hours. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours. <p>*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.</p>					
PILEDRIVER	Union				
Driverman, Rigman, Bridge and Dock Carpenter	63.31				
Certified Welder	64.31				
Piledriver-Foreman	67.29				
Diver-Diving (wet pay)	113.03				
Stand-By Diver	68.29				
Tender	67.29				
<p>PILEDRIVER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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; Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling; 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; <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>					
PLASTERER	Union				
Plasterer-Journeyman	55.81				
Plasterer-Foreman	59.77				
Plasterer-General Foreman	61.76				
See PLASTERER JOB DESCRIPTION					
<p>ADD ZONE RATE In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:</p> <table> <tr> <td>Zone 1-0 to 50 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone over 50 miles</td> <td>\$4.00</td> </tr> </table>		Zone 1-0 to 50 miles	\$0.00	Zone over 50 miles	\$4.00
Zone 1-0 to 50 miles	\$0.00				
Zone over 50 miles	\$4.00				

ADD PREMIUM PAY

OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

HIGH TIME – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar (\$1.00) per hour.

NOZZLE MAN – The nozzle man applying fireproofing material shall receive an additional \$2.00 per hour for the period in which he operates any nozzle.

PLUMBER/PIPEFITTER	Union
Plumber/Pipefitter-Journeyman	68.73
Plumber/Pipefitter -Foreman	73.34
Plumber/Pipefitter -General Foreman	77.93

PLUMBER, includes but is not limited to:

Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

ADD ZONE RATE

In addition to **PLUMBER/PIPEFITTER** rates employees performing work on Public Works Projects 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

ADD PREMIUM PAY

Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employees own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

REFRIGERATION	Union
Refrigeration-Journeyman	68.73
Refrigeration-Foreman	73.34
Refrigeration-General Foreman	77.93

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;
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;

ADD ZONE RATE

In addition to REFRIGERATION MECHANIC 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 2-20-45 miles	\$3.75
Zone 3-45-75 miles	\$7.50
Zone 4-75 miles and over	\$11.25

ADD PREMIUM PAY

Holidays - All work performed on the following holidays shall be paid at two (2) times the regular rate of pay: Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above

holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime - Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (1½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (1 ½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ROOFER	Union
(Does not include sheet metal roofs)	
Roofer-Journeyman	38.65
Roofer-Foreman	44.43

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;

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SHEET METAL WORKER	Union
Sheet Metal-Journeyman	77.06
Sheet Metal-Foreman	81.91
Sheet Metal-General Foreman	86.76

See 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

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SPRINKLER FITTER	Union
Sprinkler Fitter-Journeyman	59.57
Sprinkler Fitter-Foreman	62.32
Sprinkler Fitter-General Foreman	64.57

SPRINKLER FITTER

Includes but is not limited to:

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.

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TAPER	
Taper	59.71

See TAPER JOB DESCRIPTION**ADD ZONE RATE**

Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles	\$0.00
Zone 2- 41 to 60 miles	\$2.50
Zone 3- over 60 miles	\$4.25
Laughlin	\$2.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight

time rate.

2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union								
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	41.93								
Tile Setter	56.78								
Terrazzo Worker/Marble Mason	69.41								
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION See TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION									
<p>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:</p> <table> <tr> <td>0-40 Miles</td> <td>\$0.00</td> </tr> <tr> <td>41-50 Miles</td> <td>\$3.75</td> </tr> <tr> <td>51-70 Miles</td> <td>\$5.00</td> </tr> <tr> <td>Over 71 Miles</td> <td>\$10.00</td> </tr> </table>		0-40 Miles	\$0.00	41-50 Miles	\$3.75	51-70 Miles	\$5.00	Over 71 Miles	\$10.00
0-40 Miles	\$0.00								
41-50 Miles	\$3.75								
51-70 Miles	\$5.00								
Over 71 Miles	\$10.00								
<p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>									
TRAFFIC BARRIER ERECTOR	Union								
Traffic Barrier Erector	56.69								
<p>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.</p> <p>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:</p> <table> <tr> <td>Zone 1-0 to 50 Miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-50 Miles and Over</td> <td>\$3.75 including Laughlin area.</td> </tr> </table>		Zone 1-0 to 50 Miles	\$0.00	Zone 2-50 Miles and Over	\$3.75 including Laughlin area.				
Zone 1-0 to 50 Miles	\$0.00								
Zone 2-50 Miles and Over	\$3.75 including Laughlin area.								
<p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>									
TRUCK DRIVER									
SEE GROUP CLASSIFICATIONS	Union								
Group 1	58.02								
Group 2	58.12								

Group 3	58.33								
Group 4	58.57								
Group 5	58.66								
Group 6	59.01								
Foreman \$1.00 above highest paid journeyman supervised.									
<p>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)</p> <p>ADD ZONE RATE In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:</p> <table> <tr> <td>Zone 1-0 to 20 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-20 to 40 miles</td> <td>\$1.50</td> </tr> <tr> <td>Zone 3-40 to 60 miles</td> <td>\$2.50</td> </tr> <tr> <td>Zone 4-Over 60 miles</td> <td>\$3.50</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		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
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	42.60								
<p>WELL DRILLER, includes but is not limited to:</p> <ol style="list-style-type: none"> 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. 									

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
- 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

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 $\frac{3}{4}$ 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

- 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
- 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 $\frac{3}{4}$ yd. and up to and including 1 $\frac{1}{2}$ 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 $\frac{3}{4}$ yd.) Small Ford, Case or similar.
- Cast in Place Pipe Laying Machine Operator
- Combination Mixer and Compressor Operator (Guniting 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 Caisson 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)
- 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 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-Augur 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)
- 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, PILEDIVING AND HOISTING EQUIPMENT

Group 1

- Engineer Oiler
- Forklift Operator

Group 2

- Truck Crane Oiler

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 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

- 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 $\frac{3}{4}$ 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

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.
-

RTC-CONTRACTOR AGREEMENT
EXHIBIT D – FEDERAL CONDITIONS
CONTRACT NO. 19-020CON
LAS VEGAS BOULEVARD MAX TRANSIT STATIONS ADA IMPROVEMENTS

EXHIBIT E
FEDERAL CONDITIONS



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

Construction Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND
RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

4. FEDERAL CHANGES

Contractor shall comply at all times with all applicable FTA regulations, policies,

procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

5. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over \$10,000) - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing

requirements FTA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- f. RTC title VI Program Requirements.

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

- a. Provide an Annual Title VI Certification and Assurance.
- b. Establish and maintain Title VI compliance procedures.
- c. Record Title VI investigations, complaints, and lawsuits.
- d. Provide meaningful access to Limited English Proficient Persons.

- e. Notify beneficiaries of protection under Title VI.
- f. Provide additional information upon request.
- g. Prepare and submit a Title VI Report.
- h. Guidance on conducting an Analysis of Construction Projects.
- i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)

The following DBE requirements apply to the resulting contract of this solicitation:

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

- (c) DBE/SBE Goal.

A mandatory SBE contract goal of 18.4% has been established for this contract. You may visit the Nevada Unified Certification Program website at <http://nevadadbe.com/website/index.php> for a database of federally certified DBE firms. All DBE-certified firms are also certified as SBEs.

- (d) Bidders are required to document sufficient SBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so. Good faith efforts will be evaluated as provided for in 49 CFR 26.53.
- (e) Award of this contract is conditioned on submission of the following concurrent with and accompanying the bid:
 - (i) The names and addresses of SBE firms that will participate in this contract;
 - (ii) A description of the work each SBE will perform;
 - (iii) The dollar amount of the participation of each SBE firm participating;
 - (iv) Written documentation of the respondent's commitment to use a SBE subcontractor whose participation it submits to meet the contract goal;
 - (v) Written confirmation from the SBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - (vi) If the contract goal is not met, evidence of good faith efforts to do so.
- (f) Contractor is required to pay each subcontractor under this contract for satisfactory performance of its contracts no later than 30 days from receipt of each payment received by the prime contractor from RTC.

The prime contractor must return retainage payments to each subcontractor within 10 days after the subcontractors' work is satisfactorily completed.

If a prime contractor determines subcontractor work to be unsatisfactory, it must notify RTC's Liaison Officer immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

- (g) Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RTC written consent.
- (h) Contractor shall not terminate an SBE subcontractor listed in response to paragraph (e) of this section (or an approved substitute SBE firm) without RTC prior written consent.
- (i) Unless RTC consent is obtained, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.
- (j) Before submitting a request to terminate and/or substitute a SBE subcontractor, Contractor must give notice in writing to the SBE subcontractor, with a copy to RTC, of its intent to request to terminate and/or substitute, and the reason for the request.

- (k) Contractor must give the SBE five days to respond to Contractor's notice and advise RTC and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why RTC should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), RTC may approve a response period shorter than five days.
- (l) When an SBE subcontractor is terminated as provided in paragraph (f) above, or fails to complete its work on the contract for any reason, Contractor is required to make good faith efforts to find another SBE subcontractor to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.
- (m) The successful bidder shall make available a copy of all subcontracts. All subcontracts or agreements must be performed in accordance with the above provisions.
- (n) Contractor shall supply monthly reports of DBE/SBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause RTC to be in violation of the FTA terms and conditions.

8. TERMINATION (contracts exceeding \$10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, RTC may terminate this contract for default. RTC shall terminate by delivering to the Contractor a Notice of

Termination specifying the nature of the default. In this event, RTC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to RTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be charged with damages, under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with RTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The contractor, within [10] days from the beginning of any delay, notifies RTC in writing of the causes of delay. If in the judgment of RTC, the delay is excusable, the time for completing the work shall be extended. The judgment of RTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over \$25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that RTC (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered

transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION (contracts over \$150,000)

RTC PROTEST PROCEDURES

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

Filing a Notice of Protest on a Bid

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and

The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

Notice of Protest Procedure

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,
Attn: Manager, Purchasing & Contracts,
600 South Grand Central Parkway, Suite 350,
Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner's address listed above during normal office hours.

Effect of Protests on Procurement Action

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.

A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant General Manager and the General Manager. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the General Manager, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner's own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.

If the protest is denied, the Owner will lift any suspension imposed and

proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner's decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner's protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner's failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely

affected by a bid protest decision by the Commission may also appeal such decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING (contracts over \$150,000)

Contractors shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying" (see bid documents). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to RTC.

13. CLEAN AIR REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER REQUIREMENTS (contracts over \$150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients (such as RTC) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The

Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (contracts over \$2,000)

(a) Minimum Wages

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers

performing work in the classification under this contract from the first day on which work is performed in the classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (5) (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (c) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (e) Withholding - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RTC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (f) Payrolls and Basic Records
 - (1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RTC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (3) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(e) Apprentices and Trainees

(1) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the

trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (f) Compliance with Copeland Act Requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (g) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (h) Contract Termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and Related Act Requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards - Disputes arising out of the labor standards

provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- (k) Certification of Eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. Contract Work Hours and Safety Standards (contracts over \$150,000) The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

(a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages - RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. BONDING REQUIREMENTS

Bid Bond Requirements (Construction over \$150,000)

(a) Bid Security

The Bidder shall submit the Bid Security with the Bid Proposal in the amount of five percent (5%) of the Base Bid pledging that the Bidder will within five (5) business days after issuance of a Notice of Award execute the RTC-Contractor Agreement as required by the Bid Documents. The Bid Security shall be in the form of the Bid Bond or, at the option of the Bidder, may be in the form of a cashier's check, certified check or money order provided the instrument is issued in the name of the Regional Transportation Commission of Southern Nevada as the payee. The check and money order must reflect the bid number of the Project. A Bid Bond issued by an individual as the surety is not acceptable to the RTC.

If the Bid Security is a Bid Bond, it shall be issued by a surety company acceptable to the RTC. The surety company must be licensed to issue the Bid Bond by the State of Nevada Insurance Division pursuant to NRS 683A.090.

The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney.

(b) Required Bonds

The Contractor shall purchase and maintain throughout the term of this Agreement, the following bonds:

1. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
2. Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the Contractor in the amount of 100% of the Contract Amount.
3. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

(b) Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the RTC. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

(c) Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under GC.7.B (Acceptable Surety) of the Contract, the RTC may require the Contractor to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the RTC, and the failure to procure the substitute bonds shall constitute a breach

of the Contract entitling the RTC to any of the remedies set forth in Section GC.10 (Breach of Contract and Remedies) of the Contract.

Bid Security – A Bid Bond must be issued by a fully qualified surety company acceptable to RTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described hereunder.

(d) Rights Reserved – In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of RTC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTC as provided in item (a) above shall prove inadequate to fully recompense RTC for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTC and pay over to RTC the difference between the bid security and RTC's total damages, so as to make RTC whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on the bid form, other than that requested will render the bid unresponsive.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. RTC shall determine the amount of the advance payment bond necessary to protect RTC.

Warranty of the Work and Maintenance Bonds

- (a) The Contractor warrants to RTC, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by RTC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- (b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period as specified in the bid documents and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to RTC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to RTC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

20. SEISMIC SAFETY (building construction)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans

issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 *et seq.*

22. RECYCLED PRODUCTS (applicable to procurement actions in excess of \$10,000 involving items designated by the EPA in their “Comprehensive Procurement Guideline for Products Containing Recovered Materials”)

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

23. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (ITS Projects)

To the extent applicable RTC, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *FR* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

24. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility

guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

25. VETERANS PREFERENCE

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that Contractor and each of its Subcontractors:

- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE PURCHASE ORDER		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE A PURCHASE ORDER FOR PROJECT NO. 20-037 TO DYNTEK SERVICES, INC. FOR THE PURCHASE OF HARDWARE EQUIPMENT IN THE NOT-TO-EXCEED AMOUNT OF \$527,269.00 AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$527,269.00 are budgeted and available in the Administrative Fund for Fiscal Year 2020.

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) Information Technology (IT) staff requests approval to issue a purchase order to Dyntek Services, Inc. to replace existing end of life Cisco network switches. These replacement switches are needed to maintain and update hardware that will increase the performance and capacity of RTC IT infrastructure.

Nevada Revised Statute 332.115.1(g) specifies that hardware and associated peripheral equipment and devices for computers are exempt from competitive bidding.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

*RTC Item #10
April 9, 2020
Consent*

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE AND ADOPT RESOLUTION 576		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND ADOPT RESOLUTION 576 REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS ISSUE REVENUE REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED (100) MILLION DOLLARS FOR THE PURPOSE OF REFUNDING A PORTION OF THE CLARK COUNTY, NEVADA SALES AND EXCISE TAX REVENUE (STREETS AND HIGHWAYS PROJECTS) IMPROVEMENT BONDS, SERIES 2010C (TAXABLE DIRECT PAY BUILD AMERICA BONDS); AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:


The debt service on securities, when issued, will be repaid by revenue from the Clark County Motor Vehicle Fuel Tax.

BACKGROUND:

On August 11, 2010, Clark County issued its Clark County, Nevada Sales and Excise Tax Revenue (Streets and Highways Projects) Improvement Bonds, Series 2010C (Taxable Direct Pay Build America Bonds). Currently, interest rates are at historically low levels and it is estimated that refunding approximately \$126,500,000.00 of the 2010C Bonds will generate a debt service cash flow savings of approximately \$21,037,490.00, and a net present value savings of approximately \$18,325,981.00.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

 426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

MM/mt

***RTC Item #11
April 9, 2020
Consent***

RESOLUTION NO. 576

A RESOLUTION REQUESTING THE BOARD OF COUNTY COMMISSIONERS TO ISSUE REVENUE REFUNDING BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$100,000,000.

WHEREAS, the Regional Transportation Commission of Southern Nevada (the "Commission"), pursuant to Chapters 350, 373 and 365, Nevada Revised Statutes (collectively, the "Acts"), has authority to request the Board of County Commissioners (the "Board") of Clark County, Nevada (the "County") to issue notes, bonds or other securities (the "Bonds") for the purpose of financing the cost of refunding certain outstanding obligations for interest rate savings (the "Project"); and

WHEREAS, pursuant to the Acts, the Board is authorized, on behalf and in the name of the County to issue the Bonds for the purposes of financing the Project; and

WHEREAS, the Commission deems it advisable that the Bonds be issued to finance the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA:

Section 1. This resolution shall be known as the "2020 Revenue Refunding Bond Request Resolution."

Section 2. The Board is hereby requested to issue Bonds in one or more series in the maximum aggregate principal amount of \$100,000,000 for the purpose of financing the Project.

Section 3. The Secretary to the Commission is hereby directed to certify a copy of this resolution to the Board of County Commissioners of Clark County, Nevada, thereby formally requesting that the Board proceed to issue the Bonds of the County for the purposes set forth above.

Section 4. The Chief Financial Officer of the Commission is hereby authorized to execute the Continuing Disclosure Certificate relating to and to be delivered in connection with the issuance of the Bonds in substantially the form now on file with the Commission.

Section 5. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED this April 9, 2020.

Attest:

Chairman
Regional Transportation Commission

Secretary

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADOPT AND AUTHORIZE THE CHAIRMAN TO SIGN THE FEDERAL TRANSIT ADMINISTRATION FEDERAL FISCAL YEAR 2020 ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		


FISCAL IMPACT:

None

BACKGROUND:

The Federal Transit Administration (FTA) published a notice setting forth its Federal Fiscal Year (FFY) 2020 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements used in connection with all federal assistance programs administered by the FTA during FFY 2020. These certifications and assurances include all annual certifications required by 49 U.S.C. 5323 for the FTA's Urbanized Area Formula Program as well as the Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, and other certifications and assurances needed for compliance with various other federal statutes and regulations affecting the FTA's assistance programs. The Regional Transportation Commission of Southern Nevada, as an FTA grantee, is required annually to certify its compliance with these certifications and assurances.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

MM/lj

***RTC Item #12
April 9, 2020
Consent***

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of categories 01–20. _____

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Construction Hiring Preferences

20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: LITIGATION SETTLEMENT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE A SETTLEMENT WITH CE MOBILE INSTALLS IN THE AMOUNT OF \$153,500.00 AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE		

FISCAL IMPACT:


Funds in the amount of \$153,500.00 are available in the Transit fund.

BACKGROUND:

Throughout Fiscal Year 2016, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners awarded CE Mobile Installs four purchase orders to provide installation and maintenance services for retrieving, storing and viewing video on buses owned by the RTC from July 1, 2015 to June 30, 2016. In 2016, various disputes arose between the RTC and CE Mobile Installs, which culminated in a complaint being filed in federal court, Case No. 2:16-cv-01920-RFB-GWF, a complaint being filed in state court, Case No. A-19-792134-C and an appeal before the United States Court of Appeals, Case No. 19-15527.

RTC staff recommends settling the litigation for a sum of one hundred fifty-three thousand, five hundred and 00/100 Dollars (\$153,500.00).

Respectfully submitted,

DocuSigned by:

 426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

*RTC Item #13
April 9, 2020
Consent*

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: TRANSPORTATION PLANNING EMERGENCY DETERMINATION		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) DETERMINE A TRANSPORTATION PLANNING EMERGENCY FOR THE CONSIDERATION OF REGIONAL TRANSPORTATION PLAN AMENDMENTS 19-27 AND 20-02 (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

FISCAL IMPACT:

None by this action

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) has approved and published the Policies and Procedures to serve as guidelines for the funding and administration of projects under the jurisdiction of the RTC. The transportation planning emergency determination will enable section 9.6.1 of the Policies and Procedures to be utilized for the purpose of considering Regional Transportation Plan (RTP) Amendments Clark 19-27 and 20-02.

RTP Amendments Clark 19-27 and 20-02 were not able to be considered by the Executive Advisory Committee on March 26, 2020, due to the cancellation of its regularly scheduled meeting for the COVID-19 emergency.

RTP Amendments Clark 19-27 and 20-02 include projects that have available funding and are ready for engineering, right of way, or construction, and for which maintaining project schedules is critical for the safe and efficient operation of the transportation system.

Consideration of RTP Amendments Clark 19-27 and 20-02 are separate items and not included as part of the transportation planning emergency declaration.

Respectfully submitted,

DocuSigned by:

 ECE9C927A27D4FF...

CRAIG RABORN
Director of Metropolitan Planning Organization

***RTC Item #14
April 9, 2020
Non-Consent***

9.3 OFFICERS AND DUTIES

9.3.1 A chair and a vice-chair shall be elected annually, at the first meeting in July, from the voting membership of the Executive Advisory Committee. The position of chair and vice-chair shall rotate alphabetically, by entity.

9.3.2 The succeeding chair will officiate at the July meeting and will serve for 12 months.

9.3.3 The chair shall preside at all meetings, call the meeting, and may choose to present a monthly progress report covering the Executive Advisory Committee's recommendations to the RTCSNV.

9.3.4 The vice-chair shall preside at meetings in the absence of the chair.

9.4 MEETINGS

9.4.1 The Executive Advisory Committee meeting shall be held monthly.

9.4.2 Special meetings of the Executive Advisory Committee may be called as directed by:

- A. The RTCSNV
- B. The chair of the Executive Advisory Committee
- C. The request of more than one-half of the membership
- D. The Chair of the RTCSNV

9.4.3 The Executive Advisory Committee shall follow a prepared agenda, subject to a publicly posted notice of public meeting as required by the Nevada State law. Items for discussion or action at an Executive Advisory Committee meeting must be submitted to the General Manager or designee at least 24 calendar days prior to the meeting date. The General Manager or designee may waive the 24 day requirement in accordance with his or her authority pursuant to the RTCSNV Administrative Procedures for Agenda Processing. The recommendations of the Executive Advisory Committee on each item that comes before it will be forwarded to the RTCSNV.

9.4.4 The presence of a majority of the members shall constitute the necessary quorum of the Executive Advisory Committee for the conduct of business.

9.5 ROBERT'S RULES OF ORDER

9.5.1 Robert's Rule of Order will be used except as follows:

- A. Seconds will not be required for any motion.
- B. The chair can make motions and can vote on any motion.

9.6 PROJECT REVIEW

9.6.1 Projects for which funding is provided through the metropolitan area's Transportation Improvement Program shall first be submitted to the Executive Advisory Committee for a recommendation before action is taken by the Commission except in an emergency as determined by five affirmative votes of the Commission.

9.7 ANNUAL REVIEW OF POLICIES AND PROCEDURES

9.7.1 There will be an annual review, by the Executive Advisory Committee, of the Policies and Procedures during the month of August.

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: 2017-2040 REGIONAL TRANSPORTATION PLAN AMENDMENT CLARK 19-27		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 19-27 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

FISCAL IMPACT:

None by this action

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements.

RTP Amendment Clark 19-27 adds regionally significant projects sponsored by the Nevada Department of Transportation and local entities.

A 30-day public review and comment period was held from February 10, 2020 to March 11, 2020, with the meeting of the Executive Advisory Committee on February 27, 2020 serving as the publicly noticed public meeting. The comment period has been publicly noticed and details of Amendment Clark 19-27 made available on the RTC website. No comments were received.

The RTC has coordinated with the Environmental Protection Agency to perform transportation and air quality modeling and the conformity determination is included in the agenda backup.

RTP Amendment Clark 19-27 was approved by the Metropolitan Planning Subcommittee on March 10, 2020. The Executive Advisory Committee meeting scheduled for March 26, 2020 was cancelled. Staff recommends approval of RTP Amendment Clark 19-27.

Respectfully submitted,

DocuSigned by:

 ECE9C927A27D4FF...

CRAIG RABORN
 Director of Metropolitan Planning Organization

RTC Item #15
April 9, 2020
 Non-Consent

ak

Regional Transportation Commission
AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):

THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 19-27 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

Agenda Item Requested by: Regional Transportation Commission

Date: 02/01/2020

Staff

Discussion: The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. RTP Amendment Clark 19-27 adds regionally significant projects sponsored by the Nevada Department of Transportation and local entities. A 30-day public review and comment period was held from February 10, 2020 to March 11, 2020, with the meeting of the Executive Advisory Committee on February 27, 2020 serving as the publicly noticed public meeting. The comment period has been publicly noticed and details of Amendment Clark 19-27 made available on the RTC website. No comments were received. The RTC has coordinated with the EPA to perform transportation and air quality modeling and the conformity determination is included in the agenda backup. This amendment adds the following projects to the RTP:

- Downtown Access Environmental Study Project on US-95, between Rancho Blvd. and Mojave Rd.
- Downtown Access Construction Project on U- 95, between Rancho Blvd. and Mojave Rd.
- Add truck climbing lane on I-15 Northbound, 1.2 miles west of US-93
- Add truck climbing lane on I-15 Northbound, Sandhill Blvd to Nevada/Arizona Stateline
- Resurfacing and extending 20 truck parking spaces on I-15 northbound and an additional 20 on I-15 southbound, north of Logandale/Overton interchange.
- Add 100 truck parking spaces on I-15 northbound and an additional 100 on I-15 southbound, north of Glendale
- Interchange Improvements on CC-215 westbound, between Grand Montecito Pkwy. and Tenaya Way, and at Lone Mountain Rd.
- Replace Bridge Structures on I-515, at Eastern Ave. and at Desert Inn Rd.
- Complete Streets Improvements on Rancho Dr., between Sahara Ave. and Mesquite Ave.
- Complete Streets Improvements on Charleston Blvd., between Rancho Dr. and Martin Luther King Jr. Blvd.
- Road Widening on North 5th St., between Cheyenne Ave. and Lone Mountain Rd.
- Roadway Widening on Rainbow Blvd., between Blue Diamond Rd. and CC-215

Staff recommends approval.

Advisory Action: Approval Disapproval Hold Item

Meeting Date: 04/09/2020

REGIONAL TRANSPORTATION COMMISSION

Discussion:

Advisory Action: Approval Disapproval Hold Item

* Conditions (if applicable)



access 2040

Enhancing Mobility for Southern Nevada Residents

REGIONAL TRANSPORTATION PLAN
for
SOUTHERN NEVADA
2017 - 2040

RTP Amendment 19-27



Regional Transportation Plan (RTP) Access 2040 Amendment 19-27

Project List

NDOT											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
CL20190055	N/A	I-15 Northbound Truck Climbing Lane	Road Improvement	FEDERAL, STATE	\$8,000,000	No	Yes	Regionally Significant Outside Network	2022	N/A	N/A
CL20190056	N/A	I-15 Northbound Truck Climbing Lane Sandhill Road	Road Improvement	FEDERAL, STATE	\$6,000,000	No	Yes	Regionally Significant Outside Network	2021	N/A	N/A
CL20190060	N/A	I 15 North of Logandale/Overton Interchange mill and extending Truck parking spaced	3R (Rehabilitation)	FEDERAL, STATE	\$42,660,000	No	Yes	Regionally Significant Exempt and Outside Network	2020	2023	2020
CL20190061	N/A	I 15, Expend to 256 Truck Parking Spaces at MP 96 Package 2	Other	FEDERAL, STATE	\$4,730,000	No	Yes	Regionally Significant Exempt and Outside Network	2022	N/A	N/A
CL20180049	N/A	Downtown Access Project	Road Expansion (NEPA)	FEDERAL, STATE	\$100,000,000	No	Yes	Regionally Significant Exempt	2024	N/A	N/A
CL20180050	N/A	Downtown Access Project	Road Expansion	FEDERAL, STATE	\$900,000,000	Yes	Yes	Regionally Significant Modeled	2027	2031	2040
CL20160086	N/A	US 95 NW PHASE 3D, MP 88 AND CC215 FROM GRAND MONTECITO TO TENAYA, MP CL 37-39 AND US 95 AT LONE MOUNTAIN MP CL 89.43	Road/Interchange/Intersection Improvement	FEDERAL, STATE	\$169,000,000	Yes	Yes	Regionally Significant Modeled	2020	2023	2030
CL20180070	N/A	I 515, CLARK COUNTY, AT EASTERN AVENUE AND DESERT INN ROAD; US 95, CLARK COUNTY, MP CL 69.00 TO MP CL 74.00	Replace bridge structures (Safety)	FEDERAL, STATE	\$14,650,000	No	Yes	Regionally Significant Exempt	2021	N/A	N/A
LAS VEGAS											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
N/A	N/A	Rancho Drive - Sahara to Mesquite	Complete Street project - No Capacity Change	Local	\$9,650,000	No	Yes	Regionally Significant Exempt	2024	N/A	N/A
N/A	N/A	Charleston Complete Street - Rancho to MLK	Add bicycle lanes and widen sidewalks. No Capacity Change	Local	\$31,850,000	No	Yes	Regionally Significant Exempt	2024	N/A	N/A
NORTH LAS VEGAS											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
N/A	N/A	North 5th St. - Cheyenne to Lone Mountain	Widen from 4 to 6 lanes	Local	\$11,500,000	Yes	Yes	Regionally Significant Modeled	2027	2028	2030
CLARK COUNTY											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
N/A	N/A	Rainbow Blvd.	Saw tooth Completion	Local	\$11,360,000	Yes	Yes	Regionally Significant Modeled	2028	2030	2030

CL20180070 (Ver 1) 19-27		STATUS New Project					FEDERAL
Title: I 515, CLARK COUNTY, AT EASTERN AVENUE AND DESERT INN ROAD; US 95, CLARK COUNTY, MP CL 69.00 TO MP CL 74.00							
Description: REPLACE STRUCTURES, H-1450 AND I-1440, ON-SYSTEM BRIDGES							
Project Type: Bridge - New/replace		AQ: Exempt, Safety - Non capacity widening or bridge reconstruction.				TCM: Yes NDOT: District 1	
County: Clark		Limits: Bridge #: I-1440					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2020	State Gas Tax	\$600,000	\$0	\$0	\$0	\$600,000	
2021	Competative Highway Bridge Program	\$0	\$0	\$13,300,000	\$0	\$13,300,000	
2021	State Gas Tax	\$0	\$0	\$700,000	\$0	\$700,000	
<2019	Prior	\$50,000	\$0	\$0	\$0	\$50,000	
2019-2023 TOTAL		\$600,000	\$0	\$14,000,000	\$0	\$14,600,000	
ALL YEARS TOTAL		\$650,000	\$0	\$14,000,000	\$0	\$14,650,000	
MPO RTCSNV (6273)				Lead Agency Nevada DOT			

CL20190061 (Ver 1) 19-27		STATUS New Project					STATE
Title: I 15, 256 Truck Parking Spaces at MP 96 Package 2							
Description: Expand Truck Parking Spaces							
Project Type: Other Misc.		AQ: Non-Exempt				TCM: No NDOT: District 1	
County: Clark		Limits: Nearest Crossstreet: MP 96 -0.12 Miles East North of Kern River Pipeline					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2022	State Gas Tax	\$0	\$0	\$4,730,000	\$0	\$4,730,000	
2019-2023 TOTAL		\$0	\$0	\$4,730,000	\$0	\$4,730,000	
ALL YEARS TOTAL		\$0	\$0	\$4,730,000	\$0	\$4,730,000	
MPO RTCSNV (6269)				Lead Agency Nevada DOT			

CL20190055 (Ver 1) 19-27		STATUS New Project					FEDERAL
Title: I-15 Northbound Truck Climbing Lane							
Description: Truck Climbing Lane							
Project Type: Rd Improvement		AQ: Exempt, Safety - Truck climbing lanes.			TCM: No NDOT: District 1		
County: Clark		Limits: From 4.28 Miles West of US 93 to 0.23 Miles South of Dry Lake of Distance (mile) 1.2 Milepost begins at 68.5 ends at 69.7					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2022	HWY Freight	\$0	\$0	\$7,600,000	\$0	\$7,600,000	
2022	State Match - Nv	\$0	\$0	\$400,000	\$0	\$400,000	
2019-2023 TOTAL		\$0	\$0	\$8,000,000	\$0	\$8,000,000	
ALL YEARS TOTAL		\$0	\$0	\$8,000,000	\$0	\$8,000,000	
MPO RTCSNV (6266)				Lead Agency Nevada DOT			

CL20190056 (Ver 1) 19-27		STATUS New Project					FEDERAL
Title: I-15 Northbound Truck Climbing Lane Sandhill Road							
Description: Truck Climbing Lane							
Project Type: Rd Improvement		AQ: Exempt, Safety - Truck climbing lanes.			TCM: No NDOT: District 1		
County: Clark		Limits: From 0.24 Miles North of Sandhill Blvd to NV/AR Stateline of Distance (mile) 1 Milepost begins at 122.7 ends at 123.7					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2021	HWY Freight	\$0	\$0	\$5,700,000	\$0	\$5,700,000	
2021	State Match - Nv	\$0	\$0	\$300,000	\$0	\$300,000	
2019-2023 TOTAL		\$0	\$0	\$6,000,000	\$0	\$6,000,000	
ALL YEARS TOTAL		\$0	\$0	\$6,000,000	\$0	\$6,000,000	
MPO RTCSNV (6267)				Lead Agency Nevada DOT			

CL20160086 (Ver 3) 19-27 STATUS **In Progress - Programmed** FEDERAL

Title: US 95 NW PHASE 3D, MP 88 AND CC215 FROM GRAND MONTECITO TO TENAYA, MP CL 37-39 AND US 95 AT LONE MOUNTAIN MP CL 89.43

Description: CONST W215/N95, S95/W215, E215/N95; WIDEN N95/E215 TO 2 LNS; CONST 215 SKY PT INTG W SLIP RAMPS; EXTD SKY PT FM CENTENNIAL-AZURE; REALIGN/WIDEN/CONNECT OSO BLANCA-CENTENNIAL; CONST 215 TO 6 LN FRWY; CONST MUP FM TENAYA-GRAND MONTECITO. WIDEN LONE MOUNTAIN GRADE SEP

Project Type: Rd Interchange/ Intersec **AQ:** Non-Exempt **TCM:** Yes **NDOT:** District 1

County: Clark **Limits:** Primary Interchange: US 95, Secondary Interchange: CC 215

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2020	Hghwy Infra Statewide	\$0	\$0	\$9,000,000	\$0	\$9,000,000
2020	Local Fund	\$0	\$0	\$1,894,736	\$0	\$1,894,736
2020	NDOT Bond FRI2	\$0	\$0	\$60,000,000	\$0	\$60,000,000
2020	NHPP	\$0	\$0	\$60,907,825	\$0	\$60,907,825
2020	NHPP Exempt	\$0	\$0	\$8,550,000	\$0	\$8,550,000
2020	STBG State-Wide AC	\$0	\$0	\$22,692,175	\$0	\$22,692,175
2020	State Match - Nv	\$0	\$0	\$5,955,264	\$0	\$5,955,264
2019-2023 TOTAL		\$0	\$0	\$169,000,000	\$0	\$169,000,000
ALL YEARS TOTAL		\$0	\$0	\$169,000,000	\$0	\$169,000,000

MPO RTCSNV (6225)

Lead Agency Nevada DOT

Previously Approved Version

CL20160086 (Ver 2) 19-16

Title: US 95 Construct Ramps (North West Corridor Package 3D/E)

Description: Construct ramps, realign/widen, and upgrade CC 215 to divided 6 lane freeway

Project Type: Rd Interchange/ Intersec

AQ: Non-Exempt

TCM: Yes **NDOT:** District 1

County: Clark

Limits: Primary Interchange: US 95, Secondary Interchange: CC 215

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2020	Local Fund	\$0	\$0	\$12,000,000	\$0	\$12,000,000
2020	NDOT Bond FRI2	\$0	\$0	\$60,000,000	\$0	\$60,000,000
2020	NHPP	\$0	\$0	\$60,907,825	\$0	\$60,907,825
2020	STBG State-Wide	\$0	\$0	\$22,692,175	\$0	\$22,692,175
2020	State Match - Nv	\$0	\$0	\$4,400,000	\$0	\$4,400,000
2019-2023 TOTAL		\$0	\$0	\$160,000,000	\$0	\$160,000,000
ALL YEARS TOTAL		\$0	\$0	\$160,000,000	\$0	\$160,000,000

MPO **RTCSNV** (6225)

Lead Agency **Nevada DOT**

CL20190060 (Ver 1) 19-27 STATUS **New Project** FEDERAL

Title: I 15, CLARK COUNTY, IN MESQUITE FROM 1.877 MI NORTH OF THE LOGANDALE/OVERTON INTERCHANGE TO 0.342 MI NORTH OF LOWER FLAT

Description: 2 INCH COLDMILL, 3 INCH PLANTMIX BITUMINOUS SURFACE WITH OPEN GRADE; EXPAND TRUCK PARKING AREAS AT MP 96 AND 110

Project Type: Rd Recons/Rehab/Resur

AQ: Non-Exempt

TCM:No **NDOT:** District 1

County: Clark

Limits: From 1.88 Miles North of the Logandale/Overton interchange to 0.342 Miles North of lower Flat Top Drive of Distance (mile)
 22.67 Milepost begins at 95.78 ends at 118.45

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2019	State Gas Tax	\$160,000	\$0	\$0	\$0	\$160,000
2020	HWY Freight	\$0	\$0	\$600,000	\$0	\$600,000
2020	HWY Freight AC	\$0	\$0	\$3,740,000	\$0	\$3,740,000
2020	State Gas Tax	\$0	\$0	\$37,931,579	\$0	\$37,931,579
2020	State Match - Nv	\$0	\$0	\$228,421	\$0	\$228,421
2019-2023 TOTAL		\$160,000	\$0	\$42,500,000	\$0	\$42,660,000
ALL YEARS TOTAL		\$160,000	\$0	\$42,500,000	\$0	\$42,660,000

MPO **RTCSNV** (6268)

Lead Agency **Nevada DOT**

Regional Transportation Plan 2017-2040 - Amendment 19-27

1 Projects Listed

<i>State TIP ID</i>	CL20200002	<i>MPO/TIP</i>	RTCSNV 21TIP(22-00)	<i>Local ID</i>	6275	<i>Total Cost</i>	\$31,850,000
<i>Lead Agency</i>	City of Las Vegas	<i>Contact</i>	fred solis 702-229-5409	<i>NDOT</i>	District 1	<i>County</i>	CLARK
<i>Project Type</i>	Rd Improvement	<i>Air Quality</i>	Exempt	<i>TCM</i>	No		
<i>Project Name</i>	Charleston Blvd						
<i>Project Limits</i>	At Charleston Blvd From Rancho Dr To Martin Luther King Blvd						
<i>Description</i>	Complete Street Improvements						

Fund Source	Prior	FY2022	FY2023	FY2024	FY2025	FY2026	Future	Total
RTC Fuel Tax - RTCSNV	-	-	-	\$31,850,000	-	-	-	\$31,850,000
Total Programmed	-	-	-	\$31,850,000	-	-	-	\$31,850,000



Version History

<i>TIP Document</i>	<i>MPO</i>	<i>State</i>	<i>FHWA</i>	<i>FTA</i>
22-00 Adoption 2022-2026	Approval	Approval	Approval	Approval
	Pending	Pending	Pending	N/A

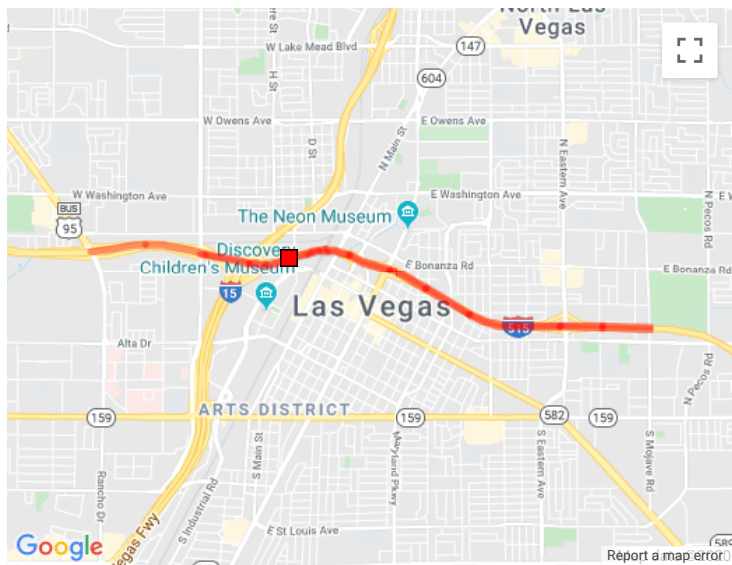
Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

Regional Transportation Plan 2017-2040 - Amendment 19-27

1 Projects Listed

<i>State TIP ID</i>	CL20180050	<i>MPO/TIP</i>	RTCSNV 21TIP(22-00)				<i>Local ID</i>	6271	<i>Total Cost</i>	\$900,000,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Ryan Wheeler (702)671-8876				<i>NDOT</i>	District 1	<i>County</i>	CLARK
<i>Project Type</i>	Rd Expansion	<i>Air Quality</i>	Non-Exempt				<i>TCM</i>	Yes		
<i>Project Name</i>	I-515/ US-95 from US-95 Ranch Blvd to Mojave RD I-515; Mileposts US95 76.75 to I-515 72.77(Downtown Access Project)									
<i>Project Limits</i>	At From Rancho Drive To Mojave Road of Distance (mile) 3.98 Begin: 72.77 End: 76.75									
<i>Description</i>	Construct braided ramps between I-15 and I-515, construct HOV interchanges at City Parkway and Maryland Parkway, add HOV lanes from MLK to Eastern, add freeway capacity to I-515									
Fund Source		Prior	FY2022	FY2023	FY2024	FY2025	FY2026	Future		Total
State Gas Tax		-	-	-	-	-	-	\$900,000,000		\$900,000,000
	Total Programmed	-	-	-	-	-	-	\$900,000,000		\$900,000,000



Version History

<i>TIP Document</i>		<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
22-00	Adoption 2022-2026	Pending	Pending	Pending	N/A

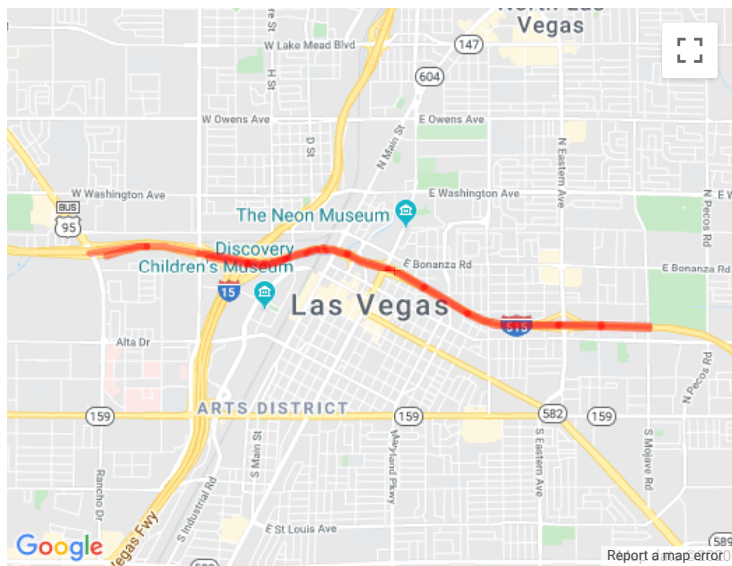
Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

Regional Transportation Plan 2017-2040 - Amendment 19-27

1 Projects Listed

<i>State TIP ID</i>	CL20180049	<i>MPO/TIP</i>	RTCSNV 21TIP(22-00)				<i>Local ID</i>	6270	<i>Total Cost</i>	\$100,000,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Ryan Wheeler (702)671-8876				<i>NDOT</i>	District 1	<i>County</i>	CLARK
<i>Project Type</i>	Rd Expansion	<i>Air Quality</i>	Non-Exempt				<i>TCM</i>	Yes		
<i>Project Name</i>	I-515/ US-95 from US-95 Ranch Blvd to Mojave RD I-515; Mileposts US95 76.75 to I-515 72.77 Package 1 NEPA(Downtown Access Project NEPA)									
<i>Project Limits</i>	At From Rancho Drive To Mojave Road of Distance (mile) 3.98 Begin: 72.77 End: 76.75									
<i>Description</i>	Construct braided ramps between I-15 and I-515, construct HOV interchanges at City Parkway and Maryland Parkway, add HOV lanes from MLK to Eastern, add freeway capacity to I-515									
Fund Source		Prior	FY2022	FY2023	FY2024	FY2025	FY2026	Future		Total
State Gas Tax		-	-	-	\$100,000,000	-	-	-		\$100,000,000
	Total Programmed	-	-	-	\$100,000,000	-	-	-		\$100,000,000



Version History

<i>TIP Document</i>		<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
22-00	Adoption 2022-2026	Pending	Pending	Pending	N/A

Current Change Reason

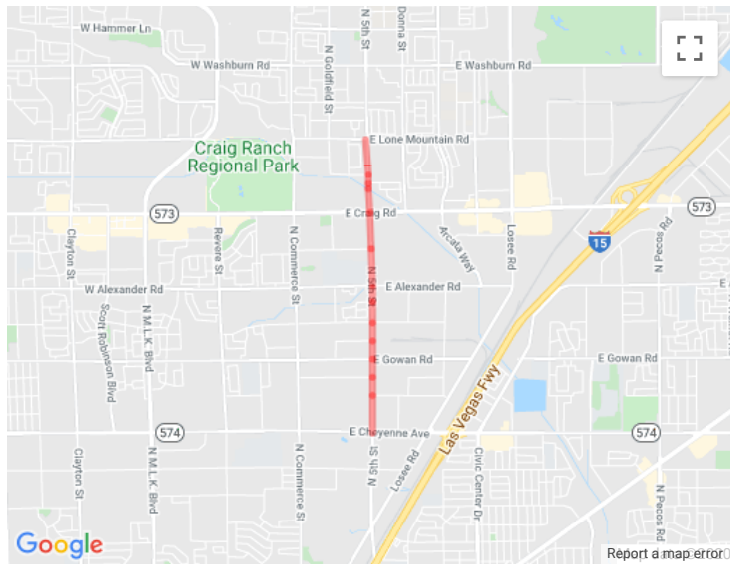
SCHEDULE / FUNDING / SCOPE - New Project

Regional Transportation Plan 2017-2040 - Amendment 19-27

1 Projects Listed

<i>State TIP ID</i>	CL20200003	<i>MPO/TIP</i>	RTCSNV 21TIP(22-00)	<i>Local ID</i>	6276	<i>Total Cost</i>	\$11,500,000
<i>Lead Agency</i>	City of North Las Vegas	<i>Contact</i>	Tom Brady 702-633-1227	<i>NDOT</i>	District 1	<i>County</i>	CLARK
<i>Project Type</i>	Rd Expansion	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No		
<i>Project Name</i>	North 5th Street						
<i>Project Limits</i>	At North 5th Street From Cheyenne Av To Lone Mountain Road						
<i>Description</i>	Widen from 4 to 6 lanes						

Fund Source	Prior	FY2022	FY2023	FY2024	FY2025	FY2026	Future	Total
RTC Fuel Tax - RTCSNV	-	-	-	-	-	\$11,500,000	-	\$11,500,000
Total Programmed	-	-	-	-	-	\$11,500,000	-	\$11,500,000



Version History

<i>TIP Document</i>	<i>MPO</i>	<i>State</i>	<i>FHWA</i>	<i>FTA</i>
22-00 Adoption 2022-2026	Approval	Approval	Approval	Approval
	Pending	Pending	Pending	N/A

Current Change Reason

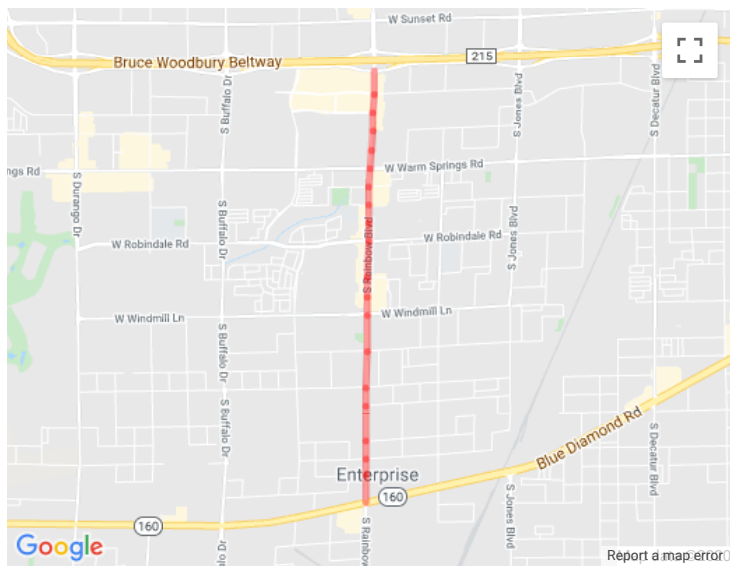
SCHEDULE / FUNDING / SCOPE - New Project

Regional Transportation Plan 2017-2040 - Amendment 19-27

1 Projects Listed

<i>State TIP ID</i>	CL20200004	<i>MPO/TIP</i>	RTCSNV 21TIP(22-00)	<i>Local ID</i>	6277	<i>Total Cost</i>	\$11,360,000
<i>Lead Agency</i>	Clark County	<i>Contact</i>	Tammi Tiger (702)455-2762	<i>NDOT</i>	District 1	<i>County</i>	CLARK
<i>Project Type</i>	Rd Improvement	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No		
<i>Project Name</i>	Rainbow Blvd						
<i>Project Limits</i>	At Rainbow Blvd From Blue Diamond To CC-215 of Distance (mile) 4						
<i>Description</i>	Sawtooth Completion						

Fund Source	Prior	FY2022	FY2023	FY2024	FY2025	FY2026	Future	Total
RTC Fuel Tax - RTCSNV	-	-	-	-	-	\$11,360,000	-	\$11,360,000
Total Programmed	-	-	-	-	-	\$11,360,000	-	\$11,360,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
22-00 Adoption 2022-2026	Pending	Pending	Pending	N/A

Current Change Reason

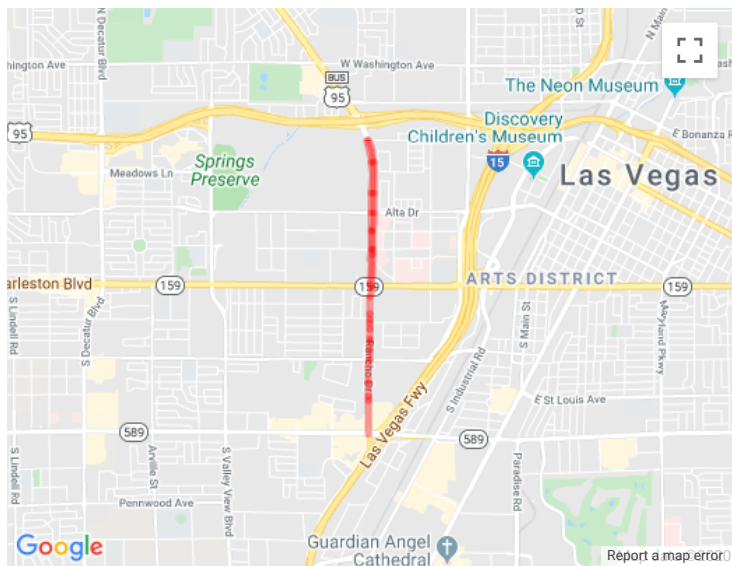
SCHEDULE / FUNDING / SCOPE - New Project

Regional Transportation Plan 2017-2040 - Amendment 19-27

1 Projects Listed

<i>State TIP ID</i>	CL20200001	<i>MPO/TIP</i>	RTCSNV 21TIP(22-00)	<i>Local ID</i>	6274	<i>Total Cost</i>	\$9,650,000
<i>Lead Agency</i>	City of Las Vegas	<i>Contact</i>	fred solis 702-229-5409	<i>NDOT</i>	District 1	<i>County</i>	CLARK
<i>Project Type</i>	Rd Improvement	<i>Air Quality</i>	Exempt	<i>TCM</i>	No		
<i>Project Name</i>	Rancho Drive						
<i>Project Limits</i>	At Rancho Drive From Sahara Av To West Mesquite Av of Distance (mile) 6.1						
<i>Description</i>	Complete street project						

Fund Source	Prior	FY2022	FY2023	FY2024	FY2025	FY2026	Future	Total
RTC Fuel Tax - RTCSNV	-	-	-	\$9,650,000	-	-	-	\$9,650,000
Total Programmed	-	-	-	\$9,650,000	-	-	-	\$9,650,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
22-00 Adoption 2022-2026	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

Air Quality Conformity Technical Report for 2017-2040 RTP/TIP Amendment3

This RTP amendment includes seven NDOT projects and a few locally funded regionally significant projects. A project list was sent to Air Quality Working Group as a part of Consultation process and the list is included in the next section of this document. Travel demand model is used to produce VMT estimates that are used as input to the air emission model MOVES to evaluate the air emissions for the Conformity Determination for this amendment. Except the projects added to the travel demand model for this RTP amendment, all other planning assumptions, including model versions, model horizon years, land use, and assumptions/ input to the travel demand model and MOVES model remain unchanged from those used in the last RTP amendment approved in 2019. The air emission budgets used for the Determination for this amendment also remain unchanged from those used in the last amendment.

For easy reference and comparison with the original RTP and previous RTP Amendments, this document uses the same section titles, section numbers and table numbers as those in the original technical document for 2017-2040 RTP http://www.rtcsv.com/wp-content/uploads/2016/11/Appendix_E_Model_Technical_Report.pdf and those in the 2017 -2040 RTP Amendment –Clark -19-03, https://www.rtcsv.com/wp-content/uploads/2018/12/2018-RTP-Amendment-Clark-19-03-BACKUP_V2.pdf.

Travel demand model has been run for RTP future horizon years 2020, 2030 and 2040. Air emission model MOVES is used and the analysis shows that the Conformity Determinations are met for all pollutants and for all future horizon years. The following sections present the details of the conformity.

Conformity Determination For the RTP/TIP Amendment

The table on the next page shows the project list sent to the Air Quality Working Group on December 10, 2019 for consultation. Some of these projects have been coded to the travel demand model networks for modeling. Some of the projects on the list are not coded in the model because they are exempt or outside the model network areas.

Regional Transportation Plan (RTP) Access 2040 Amendment 19-27
Project List

NDOT											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
CL20190055	N/A	I-15 Northbound Truck Climbing Lane	Rd Improvement	FEDERAL, STATE	\$8,000,000	No	yes	Regionally Significant Outside Network	2022	N/A	N/A
CL20190056	N/A	I-15 Northbound Truck Climbing Lane Sandhill Road	Rd Improvement	FEDERAL, STATE	\$6,000,000	No	yes	Regionally Significant Outside Network	2021	N/A	N/A
CL20190060	N/A	I 15 North of Logandale/Overton Interchange mill and extending Truck parking spaced	3R (Rehabilitation)	FEDERAL, STATE	\$42,660,000	No	yes	Regionally Significant Exempt	2020	2023	2020
CL20190061	N/A	I 15, Expend to 256 Truck Parking Spaces at MP 96 Package 2	Other	FEDERAL, STATE	\$4,730,000	No	yes	Regionally Significant Outside Network	2022	N/A	N/A
CL20180049	N/A	Downtown Access Project	Road Expansion (NEPA)	FEDERAL, STATE	\$100,000,000	No	yes	Regionally Significant Exempt	2024	N/A	N/A
CL20180050	N/A	Downtown Access Project	Road Expansion	FEDERAL, STATE	\$900,000,000	Yes	yes	Regionally Significant Modeled	2027	2031	2040
CL20160086	N/A	US 95 NW PHASE 3D, MP 88 AND CC215 FROM GRAND MONTECITO TO TENAYA, MP CL 37-39 AND US 95 AT LONE MOUNTAIN MP CL 89.43	Road/Interchange/Intersection Improvement	FEDERAL, STATE	\$169,000,000	Yes	yes	Regionally Significant Modeled	2020	2023	2030
LAS VEGAS											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
N/A	N/A	Rancho Drive - Sahara to Mesquite	Complete Street project - No Capacity Change	Local	\$9,650,000	No	Yes	Regionally Significant Exempt	2024	N/A	N/A
N/A	N/A	Charleston Complete Street - Rancho to MLK	Add bicycle lanes and widen sidewalks. No Capacity Change	Local	\$31,850,000	No	Yes	Regionally Significant Exempt	2024	N/A	N/A
NORTH LAS VEGAS											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
N/A	N/A	North 5th St. - Cheyenne to Lone Mountain	Widen from 4 to 6 lanes	Local	\$11,500,000	Yes	Yes	Regionally Significant Modeled	2027	2028	2030
CLARK COUNTY											
TIP ID	LOCAL ID	TITLE	PROJECT TYPE	FUNDING	TOTAL COST	MODELED	LISTED in RTP	NETWORK DESCRIPTION	RTP/TIP YEAR	PROJECT OPENING YEAR	HORIZON YEAR
N/A	N/A	Rainbow Blvd.	Saw tooth Completion	Local	\$11,360,000	Yes	Yes	Regionally Significant Modeled	2028	2030	2030

7. Emission Estimates

7.2 CO and PM₁₀ Emissions Summary

RTC Travel Demand model (TDM) using TransCAD has been run to produce vehicle miles traveled (VMT) for horizon years 2020, 2030 and 2040. Since year 2015 is a history and there have been no new changes to the transportation network for the year of 2015, so 2015 VMT is not re-estimated with TDM model and previous model results are carried over in this document just to keep tables in formats more consistent with the original RTP document.

The modeled VMTs were adjusted with the base year traffic volumes from Highway Performance Management System (HPMS) and then used as the input into MOVES model to produce CO and Ozone emissions. The MOVES modeled CO emissions for month of January are used for the determination. Table 24 below shows the CO emissions from the MOVES model.

NEW Table 24. Net CO Emissions

	Emissions in Tons Per Day			
	2015	2020	2030	2040
Modeled CO Emissions	273.01	212.74	136.51	99.75
TCM's Credited in Model	n/a	n/a	n/a	n/a
Net CO Emissions	273.01	215.35	136.49	99.30

Source: MOVES model results by Regional Transportation Commission staff February 2020, **RTP/TIP Amendment**

The next few tables show the calculation of the PM₁₀ emissions. The adjusted VMTs are calculated by applying HPMS adjustment factors to the TDM modeled VMTs. The PM₁₀ emissions from mobile source, construction and erosion and the total PM₁₀ emissions are presented in the next three tables.

NEW Table 25. PM₁₀ Roadway Analysis for Horizon Years

2017-2040 RTP					2006	2015	2020	2030	2040	
Facility Type	Adjusted 2015 AAWDVMT	Adjusted 2020 AAWDVMT	Adjusted 2030 AAWDVMT	Adjusted 2040 AAWDVMT	PM10 Emission Factors (g/v-m)	Paved Road Emissions (kg/day)	Paved Road Emissions (kg/day)	Paved Road Emissions (kg/day)	Paved Road Emissions (kg/day)	
External connectors	269,121	292,952	333,068	362,276	1.22	328	357	406	442	
System Ramps	564,938	1,004,096	1,188,751	1,365,398	1.225	692	1,230	1,456	1,673	
Minor Arterials	4,620,954	5,193,783	6,033,266	6,712,782	1.22	5,638	6,336	7,361	8,190	
Major Arterials	14,847,618	14,213,501	16,506,139	18,062,862	0.761	11,299	10,816	12,561	13,746	
Ramps	1,041,920	1,560,600	1,770,607	1,911,002	1.225	1,276	1,912	2,169	2,341	
Interstates	8,374,426	9,565,875	10,794,154	12,521,122	0.066	553	631	712	826	
Freeways	3,787,905	6,727,158	8,898,150	10,153,786	0.066	250	444	587	670	
Beltway	203,764	126,694	0	24,615	0.066	13	8	0	2	
Collectors	2,507,731	3,112,707	3,612,247	3,946,272	1.225	3,072	3,813	4,425	4,834	
Centroid connectors	3,235,827	3,444,180	3,930,342	4,248,782	3.671	11,879	12,644	14,428	15,597	
Other Local Roads	31,590	80,219	107,683	121,320	3.671	116	294	395	445	
HOV Lanes	289,184	1,494,841	1,798,676	1,786,610	0.066	19	99	119	118	
Public Transit Bus	53,000	60,950	71,921	71,921	3.671	195	224	264	264	
Intra-zonal	242,172	411,435	476,791	520,112	3.671	889	1,510	1,750	1,909	
DAILY TOTALS	40,070,149	47,288,993	55,521,797	61,808,862		36,219	40,320	46,635	51,057	
	Convert to US tons per day						0.0011	0.0011	0.0011	0.001102
	PM10 Emissions (Tons per day)						39.91	44.4	51.39	56.27
006 Mobile Source PM10 Emissions Budgets for the Las Vegas Valley							141.41	141.41	141.41	141.41

AAWDVMT=Average Annual Week Day Vehicle Miles Traveled. Regional transportation Commission Staff, Transit Daily Miles was calculated by the RTC Transit Department. February 2020, **RTP/TIP Amendment**

7.2.3. PM₁₀ Emissions from Construction and Wind Erosion

New Table 27. PM₁₀ Emissions from Highway Construction and Wind Erosion

SOURCE	2015		2020		2030		2040	
	Link	Lane	Link	Lane	Link	Lane	Link	Lane
CONSTRUCTION								
Construction Miles	0.0	0.0	96.8	451.5	184.2	817.1	50.5	291.1
Horizon Year Total Projects								
Number of months in Horizon Year		1		60		120		120
Estimated Acreage		0		657		1189		423
Emissions Factors (tons/acre/mon)		0.42		0.42		0.42		0.42
PM10 Vehicle Emission (tons/day)		0.00		9.07		16.41		5.85
Best Practices Reduction (%)		68%		68%		68%		68%
Net Pm 10 Emissions (tons/day)		0		2.902		5.252		1.871
WIND EROSION								
Estimated Acreage		0		657		1189		423
		0.000		0.000		0.000		0.000
Erosion Rate (tons/acre/day) 35% of site		76		8		8		76
		0.019		0.019		0.019		0.019
65% of site		8		8		8		8
PM10 Emissions (tons/day)		0.00		4.88		8.82		3.14
Sections 90-94 Reduction (%)		71%		71%		71%		71%
Net Pm 10 Emissions (tons/day)		0.00		1.41		2.559		0.911
								6

Source: Regional Transportation Commission staff. February 2020, **RTP/TIP Amendment** .

New Table 28. Total PM₁₀ Mobile Source Emissions Per Day for Horizon Years

SOURCE	2015	2020	2023	2030	2040
Paved Road Dust	39.91	44.43	46.52	51.39	56.27
Vehicle Emissions	1.21	1.35	1.42	1.57	1.75
Highway Construction	0.00	2.90	3.61	5.25	1.87
Windblown Construction Dust	0.00	1.41	1.76	2.56	0.91
PM₁₀ Mobile Source Emissions	41.13	50.10	53.30	60.77	60.80
BUDGET	141.41	141.41	141.41	141.41	141.41

Source: Regional Transportation Commission Staff. **2023 emissions are interpolated from 2020 and 2030 emissions.**
February 2020, **RTP/TIP Amendment**

Note that the VMT for 2040 is higher than VMT for 2030, so higher PM₁₀ from roadway for 2040 than 2030. But the PM₁₀ emissions from roadway construction and wind erosion are lower for 2040 than that for 2030 due to fewer roadway projects for the period between 2030 and 2040. This resulted in the total PM₁₀ for 2040 is very close to that for 2030.

Table 29 below shows the final CO and PM₁₀ Conformity for the Amendment.

NEW Table 29. 2017-2040 RTP CO and PM10 Conformity Summary

Year	CO (tons/day)		Conformity Requirement	PM10 (tons/day)		Conformity Requirement
	Emissions	Emissions Budget		Emissions	Emissions Budget	
2015	273	686	<i>Satisfied</i>	41.13	141.41	<i>Satisfied</i>
2020	215.35	704	<i>Satisfied</i>	50.10	141.41	<i>Satisfied</i>
2023				53.30	141.41	<i>Satisfied</i>
2030	136.49	704	<i>Satisfied</i>	60.77	141.41	<i>Satisfied</i>
2040	99.30	704	<i>Satisfied</i>	60.80	141.41	<i>Satisfied</i>

Source: Regional Transportation Commission staff February 2020, RTP/TIP Amendment

Ozone Budgets and Ozone Determination

On October 23, 2018, Department of Air Quality, Clark County (DAQ) submitted Revision to Motor Vehicle Emissions Budgets in Ozone Redesignation Request and Maintenance Plan to EPA for approval. In the revision, DAQ established new Ozone budgets for the whole Clark County. These budgets are defined for the two precursors of Ozone, Volatile Organic Compounds (VOC) and the Oxides of Nitrogen (NO_x), as set out in Table 30 A.

New Table 30 A. NO_x and VOC MVEBs for Clark County - Revision to Motor Vehicle Emissions Budgets in Ozone Redesignation Request and Maintenance Plan

Year	NO _x MVEBs (tpd)	VOC MVEBs (tpd)
2008 - attainment	89.5	42.46
2015 - interim	90.92	53.94
2022 - maintenance	86.74	52.96

Source: Revision to Motor Vehicle Emissions Budgets in Ozone Redesignation Request and Maintenance Plan Clark County Department of Air Quality, October 2018

On July 11, 2019 The Environmental Protection Agency (EPA) is proposing to conditionally approve a revision to the State of Nevada’s State Implementation Plan (SIP) for Clark County. The revision consists of an update to certain elements of the maintenance plan for the Clark County air quality planning area for the 1997 8-hour ozone national ambient air quality standards (NAAQS or “standards”), including the emissions inventories, maintenance demonstration, and motor vehicle emissions budgets. The EPA is proposing to conditionally approve the SIP revision because the Clark County ozone SIP, as revised, continues to provide for maintenance of the 1997 ozone NAAQS and, upon fulfillment of certain commitments, will not interfere with attainment or reasonable further progress of the other NAAQS, and the budgets meet the applicable transportation conformity requirements. The proposed approval is conditional because it is based on commitments to submit a SIP revision to reduce the safety margin allocations for the budgets within one year of final conditional approval.

Using the ozone budgets in conditional approval of revision of maintenance plan, the ozone determination for this Plan Amendment has been performed.

The Ozone Conformity analysis has been performed by using air emission model MOVES. All input files and assumptions, including the Travel Demand Model output VMTs by facility and by speed, are the same as that used for tests for CO. The MOVES model was run for month of July to get highest ozone emission estimates.

In addition to RTP horizon years 2020, 2030 and 2040, TransCAD and MOVES models have been run for 2022 too since year 2022 is MOVES budget year. Year 2015 was not rerun for the same reason explained earlier in this document. The modeled VMTs were adjusted with the base year traffic volumes from HPMS and then used as the input into MOVES model to produce Ozone emissions.

Since the ozone budgets are for the whole Clark County, the ozone conformity analysis should include the emissions for the whole Clark County that is larger than RTC transportation model area. Therefore, the MOVES emissions for the Transportation modeling area are factored to get the county total emissions. A factor of 1.077 is calculated by using the information of County Total HPMS and percent HPMS for Clark County areas outside transportation model areas. The final county total NOx and VOC emissions for all horizon years are all below the budget levels. Table 30 B. demonstrates the ozone conformity tests that modeled emissions factored to the whole Clark County are lower than the Emission budgets and therefore satisfied the ozone conformity requirements.

New Table 30 B. 2017-2040 RTP Ozone Conformity Test Summary (February 2020) Updated

Year	NOx (tons/day)		Conformity Requirement	VOC (tons/day)		Conformity Requirement
	Emissions	Emissions Budget		Emissions	Emissions Budget	
2015	69.01	90.92	<i>Satisfied</i>	35	53.94	<i>Satisfied</i>
2020	38.38	90.92	<i>Satisfied</i>	25.22	53.94	<i>Satisfied</i>
2022	31.08	86.74	<i>Satisfied</i>	21.34	52.96	<i>Satisfied</i>
2030	18.86	86.74	<i>Satisfied</i>	15.83	52.96	<i>Satisfied</i>
2040	13.52	86.74	<i>Satisfied</i>	12.17	52.96	<i>Satisfied</i>

Source: Regional Transportation Commission staff. February 2020

In conclusion, Table 29 and Table 30B in this document demonstrate that all conformity requirements are satisfied for all three pollutants, PM₁₀, CO and Ozone for this amended RTP and TIP.

• PUBLIC NOTICE •

Notice of Comment Period and Public Information Meeting for the 2017-2040 Regional Transportation Plan Amendment

The Regional Transportation Commission of Southern Nevada (RTC) is seeking public comment on the 2017 - 2040 Regional Transportation Plan (RTP) Amendment, number 19-27. This amendment adds the following projects to the RTP:

- Downtown Access Environmental Study Project on US-95, between Rancho Blvd. and Mojave Rd.
- Downtown Access Construction Project on US-95, between Rancho Blvd. and Mojave Rd.
- Add truck climbing lane on I-15 northbound, 1.2 miles west of US-93
- Add truck climbing lane on I-15 northbound, Sandhill Blvd. to Nevada/Arizona Stateline
- Resurfacing and extending 20 truck parking spaces on I-15 northbound and an additional 20 on I-15 southbound, north of Logandale/Overton interchange
- Add 100 truck parking spaces on I-15 northbound and an additional 100 on I-15 southbound, north of Glendale
- Interchange improvements on CC-215 westbound, between Grand Montecito Pkwy. and Tenaya Way, and at Lone Mountain Rd.
- Replace bridge structures on I-515, at Eastern Ave. and at Desert Inn Rd.
- Complete Streets Improvements on Rancho Dr., between Sahara Ave. and Mesquite Ave.
- Complete Streets Improvements on Charleston Blvd., between Rancho Dr. and Martin Luther King Jr. Blvd.
- Road widening on North 5th St., between Cheyenne Ave. and Lone Mountain Rd.
- Roadway widening on Rainbow Blvd., between Blue Diamond Rd. and CC-215

The RTC has determined that the addition of the listed projects to the RTP do not impact air quality. Project details and the air quality conformity report will be available at the RTC Administration Building or at rtcsnv.com during a 30-day public comment period from Monday, February 10, 2020 to Wednesday, March 11, 2020. A public information meeting will be held during our Executive Advisory Committee meeting on February 27, 2020 from 9:15 a.m. to 11:15 a.m. at the RTC Administrative Building, room 296, located at 600 South Grand Central Pkwy. Las Vegas, NV 89106.

Submit your comments or questions by **March 11, 2020:**

Attn: Karen Castro

Email: castrok@rtcsnv.com

Phone: 702-676-1698

TDD: 702-676-1834

Mail to: RTC of Southern Nevada

600 S. Grand Central Pkwy. Las Vegas, NV 89106

For more information visit: www.rtcsnv.com

To request an interpreter, please call (702) 676-1749 at least 48 hours before the scheduled meeting



• AVISO PÚBLICO •

Notificación de periodo de comentario público y reunión pública sobre una enmienda al Plan Regional de Transporte (RTP) del año 2017-2040

La Comisión Regional de Transporte del Sur de Nevada (RTC) solicita comentarios del público sobre la enmienda (no. 19-27) al RTP del año 2017-2040. La enmienda al RTP agrega los siguientes proyectos:

- Proyecto de Estudio Ambiental de Acceso al Centro en US-95, entre Rancho Blvd. y Mojave Rd.
- Proyecto de Construcción de Acceso al Centro en US-95, entre Rancho Blvd. y Mojave Rd.
- Carril de escalada en I-15 dirección norte, 1.2 millas al oeste de US-93
- Carril de escalada en I-15 dirección norte, entre Sandhill Rd. y la línea de estado de Nevada/Arizona
- Revestimiento y extensión de 20 espacios de estacionamiento de camiones en I-15 dirección norte y 20 adicional en I-15 dirección sur, al norte del intercambio de Logandale/Overton
- Agregar 100 espacios de estacionamiento de camiones en I-15 dirección norte y 100 adicional en I-15 dirección sur, al norte de Glendale
- Mejoramientos de intercambio en CC-215 dirección oeste, entre Grand Montecito Pkwy. y Tenaya Way, y en Lone Mountain Rd.
- Reemplazar estructuras de puente en I-515, en Eastern Ave. y en Desert Inn Rd.
- Mejoras completas de calles en Rancho Dr., entre Sahara Ave. y Mesquite Ave.
- Mejoras completas de calles en Charleston Blvd., entre Rancho Dr. y Martin Luther King Jr. Blvd.
- Ampliación de carreteras en North 5th St., entre Cheyenne Ave. y Lone Mountain Rd.
- Ampliación de carreteras en Rainbow Blvd., entre Blue Diamond Rd. y CC-215

Esta enmienda al RTP no afecta la calidad del aire y es consistente con el RTP. Los detalles del proyecto estarán disponibles en el Edificio de Administración de RTC y en rtcsnv.com durante el período de comentarios públicos de 30 días desde el lunes 10 de febrero de 2020 hasta el miércoles 11 de marzo de 2020. El 27 de febrero de 9:15 a.m. a 11:15 a.m. se llevará a cabo una reunión pública en el Edificio de Administración de RTC, cuarto 296, localizado en el 600 South Grand Central Pkwy Las Vegas, NV 89106. La reunión se llevará a cabo al mismo tiempo que la reunión del Comité Asesor Ejecutivo.

Enviar comentarios/preguntas antes de las 5 p.m. el miércoles **11 de marzo de 2020:**

A la atención de: Karen Castro

Teléfono: (702) 676-1698

TDD: 702-676-1834

Correo a: RTC of Southern Nevada

600 S. Grand Central Parkway

Las Vegas, Nevada 89106

Para más información visite: www.rtcsnv.com

Para solicitar un intérprete, por favor de llamar (702) 676 1698 por lo menos 48 horas antes de la reunión pública.



· 通告 ·

2017-2040年區域交通計劃修正案意見徵詢期和公眾信息會議通知

南內華達州區域交通委員會正就2017-2040年區域交通計劃修正案（第19-27號）徵詢公眾意見。該修正案將以下項目添加到區域交通計劃中。

- Rancho Blvd.與Mojave Rd.之間的US-95市中心通道環境研究項目
(Downtown Access Environmental Study Project)
- Rancho Blvd.與Mojave Rd.之間的US-95市中心通道建設項目
(Downtown Access Construction Project)
- 在I-15北行線增加卡車攀登車道，US-93以西1.2英里
- 在I-15北行線增加卡車攀登車道，Sandhill Blvd.至內州/亞利桑那州Stateline
- 重鋪和擴展I-15北行線20個卡車停車位，以及I-15南行線額外20個卡車停車位，在Logandale / Overton交匯處以北
- 在I-15北行線增加100個卡車停車位，並在I-15南行線增加100個停車位，在Glendale以北
- CC-215西行線交叉道改善工程，在Grand Montecito Pkwy.與Tenaya Way之間，以及在Lone Mountain Rd.
- 更換I-515橋樑結構，在Eastern Ave.和在Desert Inn Rd.
- Sahara Ave.與Mesquite Ave.之間的Rancho Dr.街道變為機動與非機動共享的安全街道的改善工程
- Rancho Dr.與Martin Luther King Jr. Blvd之間的Charleston Blvd.街道變為機動與非機動共享的安全街道的改善工程
- Cheyenne Ave.與Lone Mountain Rd.之間的North 5th St.道路加寬工程
- Blue Diamond Rd.與CC-215之間的Rainbow Blvd.的道路加寬工程

南內華達州區域交通委員會已確定，將列出的項目添加到區域交通計劃中不會影響空氣質量。2020年2月10日（星期一）至2020年3月11日（星期三）為期30天的公眾意見徵詢期間，項目詳細信息和空氣質量合格報告將在RTC行政大樓或rtcsnv.com網站上提供。公眾信息會議將於2020年2月27日上午9時15分至11時15分在執行官顧問委員會（Executive Advisory Committee）會議上舉行，地址為RTC Administrative Building, Room 296, 600 South Grand Central Pkwy. Las Vegas, NV 89106。

請於2020年3月11日之前提交你的意見或問題：

致: Karen Castro

電郵：castrok@rtcsnv.com, 電話：702-676-1698, TDD: 702-676-1834

郵寄：RTC of Southern Nevada, 600 S. Grand Central Pkwy. Las Vegas, NV 89106

如欲獲取更多信息，請瀏覽：www.rtcsnv.com

請於預定會議日期至少48小時前預約傳譯員，電話號碼為（702）676-1698。



**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization [X]	Transit []	Administration and Finance []
SUBJECT: 2017-2040 REGIONAL TRANSPORTATION PLAN AMENDMENT CLARK 20-02		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 20-02 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)		
GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION		

FISCAL IMPACT:

None by this action

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements.

RTP Amendment Clark 20-02 incorporates changes requested by the Nevada Department of Transportation (NDOT) to projects included in the RTP. This amendment adds one new project and makes funding changes to three existing projects currently included in the RTP.

A 21-day public comment period was conducted from March 3, 2020, through March 23, 2020. No public comments were received.

This amendment is consistent with the 2017-2040 Regional Transportation Plan, and does not impact air quality conformity.

The Executive Advisory Committee meeting scheduled for March 26, 2020 was cancelled.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

 ECE9C927A27D4FF...

CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #16
April 9, 2020
Non-Consent

ak

Regional Transportation Commission
AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):

THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 20-02 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

Agenda Item Requested by: Regional Transportation Commission

Date: 03/09/2020

Staff

Discussion: The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. Amendment Clark 20-02 incorporates changes requested by the Nevada Department of Transportation (NDOT) to the projects in the RTP. This amendment will add a new project and make funding changes to three other projects. A 21-day public comment period has been conducted from March 3, 2020, through March 23, 2020. No comments received at the time of the agenda preparation. Any comment received at the end of comment period will be reported to the Committee and the Board. Following is the summary of changes. Project details are attached.

Clark 20-02:

RTP Project # 6279: Add a pavement overlay project in the amount of \$11.9 million on I-11 between Paradise Hill Dr. and I-215.

RTP Project # 6213: Increase cost from \$2.2 million to \$6.8 million for Flamingo Rd. interchange rehabilitation and sound wall reconstruction project on I-515 between Flamingo Rd. and E. Twain Ave.

RTP Project # 6248: Increase cost from \$142 million to \$200 million for I-15 Tropicana Interchange reconstruction project.

RTP Project # 6204: Increase cost from \$27 million to \$30.3 million for the bridge deck rehabilitation and seismic improvement project on I-515, including an additional southbound travel lane between Eastern Ave. and the Spaghetti Bowl.

This amendment is consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity. Staff recommends approval.

Advisory Action: Approval Disapproval Hold Item

Meeting Date: 04/09/2020

REGIONAL TRANSPORTATION COMMISSION

Discussion:

Advisory Action: Approval Disapproval Hold Item

* Conditions (if applicable)

CL20160065 (Ver 6) 19TIP(20-02) STATUS **In Progress - Programmed** FEDERAL

Title: I-515 Viaduct Rehabilitation
Description: I 515/US 95, LAS VEGAS, FROM EASTERN AVENUE TO LAS VEGAS SPAGHETTI BOWL, MP CL 73.35 TO MP CL 75.66
 SEISMIC RETROFIT & BRIDGE DECK REHABILITATION OF DOWNTOWN LV VIADUCTS & RAMP STRUCTURES; PROVIDE ADDITIONAL SOUTHBOUND LANE FROM I 15 TO EASTERN AVENUE BY RESTRIPIING THE EXISTING SB ROADWAY WITH NARROWER LANES & SHOULDERS.

Project Type: Bridge - Rehab **AQ:** Exempt, Safety - Pavement resurfacing and/or rehabilitation. **TCM:**No **NDOT:** District 1

County: Clark **Limits:** From Eastern Avenue to Spaghetti Bowl of Distance (mile) 2.31 Milepost begins at 73.35 ends at 75.66

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	NHPP	\$0	\$0	\$28,785,000	\$0	\$28,785,000
2021	State Match - Nv	\$0	\$0	\$1,515,000	\$0	\$1,515,000
2020-2024 TOTAL		\$0	\$0	\$30,300,000	\$0	\$30,300,000
ALL YEARS TOTAL		\$0	\$0	\$30,300,000	\$0	\$30,300,000

MPO RTCSNV (6204)

Lead Agency Nevada DOT

Previously Approved Version

CL20160065 (Ver 5) 19-00

Title: I 515 Bridge Maintenance Downtown Viaduct.
Description: Seismic retrofit and bridge deck rehabilitation

Project Type: Bridge - Rehab **AQ:** Exempt, Safety - Pavement resurfacing and/or rehabilitation. **TCM:**No **NDOT:** District 1

County: Clark **Limits:** Bridge #: G-947

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2021	NHPP	\$0	\$0	\$25,650,000	\$0	\$25,650,000
2021	State Match - Nv	\$0	\$0	\$1,350,000	\$0	\$1,350,000
2019-2023 TOTAL		\$0	\$0	\$27,000,000	\$0	\$27,000,000
ALL YEARS TOTAL		\$0	\$0	\$27,000,000	\$0	\$27,000,000

MPO RTCSNV (6204)

Lead Agency Nevada DOT

CL20170039 (Ver 2) 19TIP(20-02)		STATUS In Progress - Programmed				STATE	
Title: Tropicana Interchange Reconstruction; Harmon HOV ramps							
Description: I 15, LAS VEGAS, AT TROPICANA AVENUE INTERCHANGE; I 15 AT THE HARMON AVENUE OVERPASS DEMOLISH AND RECONSTRUCT THE TROPICANA AVENUE INTERCHANGE AT I 15; CONSTRUCT GRADE SEPARATION AT TROPICANA AND DEAN MARTIN; CONSTRUCT HOV RAMPS AT HARMON AVENUE							
Project Type: Rd Interchange/ Intersec		AQ: Non-Exempt		TCM: No NDOT: District 1			
County: Clark		Limits: Nearest Crossstreet: Tropicana Avenue					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2020	State Gas Tax	\$0	\$21,000,000	\$0	\$0	\$21,000,000	
2021	NDOT Bond FRI2	\$0	\$0	\$110,000,000	\$0	\$110,000,000	
2022	NDOT Bond	\$0	\$0	\$60,000,000	\$0	\$60,000,000	
<2020	Prior	\$9,000,000	\$0	\$0	\$0	\$9,000,000	
2020-2024 TOTAL		\$0	\$21,000,000	\$170,000,000	\$0	\$191,000,000	
ALL YEARS TOTAL		\$9,000,000	\$21,000,000	\$170,000,000	\$0	\$200,000,000	
MPO RTCSNV (6248)				Lead Agency Nevada DOT			

Previously Approved Version							
CL20170039 (Ver 1) 19-03							
Title: I 15 Tropicana Interchange Reconstruct Package 1							
Description: Reconstruct Interchange with Harmon HOV ramps from south							
Project Type: Rd Interchange/ Intersec		AQ: Non-Exempt		TCM: No NDOT: District 1			
County: Clark		Limits: Nearest Crossstreet: Tropicana Avenue					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2019	State Fuel Revenue Clark (FRI2)	\$9,000,000	\$0	\$0	\$0	\$9,000,000	
2020	State Gas Tax	\$0	\$13,000,000	\$0	\$0	\$13,000,000	
2022	NDOT Bond FRI2	\$0	\$0	\$120,000,000	\$0	\$120,000,000	
2019-2023 TOTAL		\$9,000,000	\$13,000,000	\$120,000,000	\$0	\$142,000,000	
ALL YEARS TOTAL		\$9,000,000	\$13,000,000	\$120,000,000	\$0	\$142,000,000	
MPO RTCSNV (6248)				Lead Agency Nevada DOT			

CL20160099 (Ver 6) 19TIP(20-02)		STATUS In Progress - Programmed					FEDERAL
Title: I-515 Flamingo - MSE Wall & Soundwall Reconstruction							
Description: I 515, CLARK COUNTY, FLAMINGO ROAD INTERCHANGE MP CL 68.50 TO MP CL 69.50 REHABILITATION OF MSE WALLS AND RECONSTRUCTION OF SOUNDWALL							
Project Type: Rd Recons/Rehab/Resur		AQ: Exempt, Other - Noise attenuation.			TCM: No NDOT: District 1		
County: Clark		Limits: From SR 592 to E Taiwan Avenue of Distance (mile) 0.5 Milepost begins at 68.5 ends at 69					
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL	
2023	NHPP	\$0	\$0	\$6,526,500	\$0	\$6,526,500	
2023	State Match - Nv	\$0	\$0	\$343,500	\$0	\$343,500	
2020-2024 TOTAL		\$0	\$0	\$6,870,000	\$0	\$6,870,000	
ALL YEARS TOTAL		\$0	\$0	\$6,870,000	\$0	\$6,870,000	
MPO RTCSNV (6213)				Lead Agency Nevada DOT			

Previously Approved Version						
CL20160099 (Ver 5) 19-14						
Title: I 515 MSE Wall Rehabilitation Viking Grade Separation-FUTURE PROJECT						
Description: Rehabilitation of MSE Walls						
Project Type: Rd Recons/Rehab/Resur		AQ: Exempt, Other - Noise attenuation.			TCM: No NDOT: District 1	
County: Clark		Limits: From SR 592 to E Taiwan Avenue of Distance (mile) 0.5 Milepost begins at 68.5 ends at 69				
FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2023	NHPP	\$0	\$0	\$2,090,000	\$0	\$2,090,000
2023	State Match - Nv	\$0	\$0	\$110,000	\$0	\$110,000
2019-2023 TOTAL		\$0	\$0	\$2,200,000	\$0	\$2,200,000
ALL YEARS TOTAL		\$0	\$0	\$2,200,000	\$0	\$2,200,000
MPO RTCSNV (6213)				Lead Agency Nevada DOT		

CL20190042 (Ver 1) 19TIP(20-02) STATUS **New Project** FEDERAL

Title: I-11 Crumb Rubber

Description: I 11, CLARK COUNTY, FROM E PARADISE HILLS DR. TO THE CONCRETE SECTION OF HENDERSON SPAGHETTI BOWL, MP CL 16.81 TO MP CL 22.80
 1 INCH REMOVAL WITH 1 INCH CRUMB RUBBER OVERLAY ON I-11; 2 1/4 INCH MILL AND OVERLAY ON COLLEGE DR RAMPS;
 LANDSCAPING ROCK, LIGHTING, SIGNS, AND HYDRAULIC IMPROVEMENTS

Project Type: Rd Recons/Rehab/Resur **AQ:** Exempt, Safety - Pavement resurfacing and/or rehabilitation. **TCM:** No **NDOT:** District 1

County: Clark **Limits:** From East Paradise Hills to Henderson Spaghetti Bowl of Distance (mile) 5.99 Milepost begins at 16.81 ends at 22.8

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2020	Hghwy Infra Statewide	\$0	\$0	\$11,305,000	\$0	\$11,305,000
2020	State Match - Nv	\$0	\$0	\$595,000	\$0	\$595,000
2020-2024 TOTAL		\$0	\$0	\$11,900,000	\$0	\$11,900,000
ALL YEARS TOTAL		\$0	\$0	\$11,900,000	\$0	\$11,900,000

MPO **RTCSNV** (6279)

Lead Agency **Nevada DOT**

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: MAY 2020 RTC BOARD MEETING		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE INFORMATION ON THE MAY 2020 RTC BOARD OF COMMISSIONERS MEETING AND DIRECT STAFF ACCORDINGLY (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:


No fiscal impact

BACKGROUND:

The regular meeting of the Regional Transportation Commission of Southern Nevada (RTC) is scheduled for May 14, 2020. Nevada Revised Statute 354.596 requires that the RTC set a public hearing for the tentative budget not sooner than the third Monday in May and not later than the last day in May.

Rather than hold two meetings, it is recommended that the RTC reschedule its May meeting to a new date of May 21, 2020 to address normal business and conduct a public hearing for the budget. The meeting would be held at the regular place and time at the Clark County Commission Chambers at 8:45 a.m., or at an alternate place and time to be determined by the RTC. If the RTC Board of Commissioners approves this change, notification will be published.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mld

*RTC Item #17
April 9, 2020
Non-Consent*

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: FISCAL YEAR 2021 TENTATIVE BUDGET		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A PRESENTATION ON THE TENTATIVE BUDGET FOR FISCAL YEAR 2021 AND DIRECT THE RTC DEPARTMENT OF FINANCE TO SUBMIT THE TENTATIVE BUDGET TO THE NEVADA DEPARTMENT OF TAXATION BY APRIL 15, 2020, AS REQUIRED UNDER NEVADA REVISED STATUTE (NRS) 354.596 (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

None by this action


BACKGROUND:

The Regional Transportation Commission of Southern Nevada's (RTC) tentative budget for the Fiscal Year 2021 is due to be filed by April 15, 2020 with the Nevada Department of Taxation. The tentative budget, along with a detailed report of the proposed revenues and expenditures, is due to be filed with the Clark County Clerk and will be placed on record at the RTC for review by the public on or before April 15, 2020. The document includes all agency funds.

A presentation regarding the tentative budget will be provided. RTC staff will be available to answer questions from the RTC Board of Commissioners (Board). Suggested action by the Board is to direct the RTC Department of Finance to submit the tentative budget to the Nevada Department of Taxation by April 15, 2020 as required under Nevada Revised Statute (NRS) 354.596.

Additionally, NRS 354.596 requires that a public hearing on the tentative budget be held not sooner than the third Monday in May and not later than the last day in May. At that time, the Board will be asked to conduct a public hearing on the tentative budget.

Respectfully submitted,

DocuSigned by:

426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

MT/md

***RTC Item #18
April 9, 2020
Non-Consent***



600 S. Grand Central Parkway | Suite 350, Las Vegas, NV 89106

rtcsonv.com | 702.676.1500 | [social icons]

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Regional Transportation Commission of Southern Nevada herewith submits the (TENTATIVE) budget for the
fiscal year ending June 30, 2021

This budget contains 6 funds, including Debt Service. None of the funds require property taxes.

This budget contains 5 governmental fund types with estimated expenditures of \$ 448,658,593 and
1 proprietary funds with estimated expenses of \$ 306,405,721

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local
Government Budget and Finance Act).

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I M.J. Maynard
(Print Name)
Chief Executive Officer
(Title)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed

Dated:

[Signature lines for governing board]

SCHEDULED PUBLIC HEARING:

Date and Time May 21, 2020, 8:45 a.m.

Publication Date May 13, 2020

Place: Clark County Commission Chambers 500 S. Grand Central Parkway Las Vegas, Nevada 89106

TENTATIVE BUDGET
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
FY 2020-2021

TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	
	Schedule 1, Transmittal Letter	1
	Table of Contents	2
II.	<u>SUMMARY FORMS</u>	
	Schedule S-2, Statistical Data	3
	Schedule A, Estimated Revenues & Other Resources	4
	Schedule A-1, Estimated Expenditures & Other Financing Uses	5
	Schedule A-2, Proprietary and Non-Expendable Trust Funds	6
III.	<u>GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS</u>	
	Schedule B-14, Regional Transportation Commission	7
	Schedule B-14, Regional Transportation	8
	Schedule B-14, Highway Improvement Acquisition	9
	Schedule B-14, RTC Highway Improvement	10
	Schedule C-15, RTC Debt Service/Debt Service Reserve	11
	Schedule C-16, RTC Debt Service/Debt Service Reserve	12
IV.	<u>PROPRIETARY FUNDS</u>	
	Schedule F-1, Public Transit	13
	Schedule F-2, Public Transit	14
V.	<u>SUPPLEMENTARY INFORMATION</u>	
	Schedule C-1, Indebtedness	15
	Schedule T, Transfer Reconciliation	16
	Schedule 30, Lobbying Expense Estimate	19
	Schedule 31, Existing Contracts	20
	Schedule 32, Privatization Contracts	23

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/19	ESTIMATED CURRENT YEAR ENDING 06/30/20	BUDGET YEAR ENDING 06/30/21
General Government	170.0	186	191
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT	170.0	186	191
Utilities			
Hospitals			
Public Transit	181	184.5	183.5
Airports			
Other			
TOTAL	351.0	370.5	374.5
POPULATION (AS OF JULY 1)			
SOURCE OF POPULATION ESTIMATE*			
Assessed Valuation (Secured and Unsecured Only)			
Net Proceeds of Mines			
TOTAL ASSESSED VALUE			
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE			

*** Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.**

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2021

Budget Summary for REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS		SALARIES AND WAGES	EMPLOYEE BENEFITS	SERVICES, SUPPLIES AND OTHER CHARGES	CAPITAL OUTLAY	CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT	OPERATING TRANSFERS OUT	ENDING FUND BALANCES	TOTAL
FUND NAME	*	(1)	(2)	** (3)	*** (4)	(5)	(6)	(7)	(8)
Regional Transportation Commission, 01	R	18,941,042	7,931,709	15,617,551	1,171,883		-	13,184,973	56,847,158
Regional Transportation Fund, 02	R			9,643,410			50,927,903	584,613	61,155,926
Highway Improvement Project Acquisition, 05	C			635,559	140,000,000		217,064,600	203,720,043	561,420,202
RTC Highway Improvement, 06	C			126,507,692	23,953,274		4,691,750	101,662,546	256,815,262
DEBT SERVICE	D			104,256,473			5,259,937	134,762,120	244,278,530
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		18,941,042	7,931,709	256,660,685	165,125,157	-	277,944,190	453,914,295	1,180,517,078

* FUND TYPES: R - Special Revenue
C - Capital Projects
D - Debt Service
T - Expendable Trust

** Include Debt Service Requirements in this column

*** Capital Outlay must agree with CIP.

SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2021

Budget Summary for REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS		NET INCOME (7)
						IN (5)	OUT(6)	
PUBLIC TRANSIT	E	82,605,306	306,405,721	284,416,151	-	-	15,446,094	45,169,642
TOTAL		82,605,306	306,405,721	284,416,151	-	-	15,446,094	45,169,642

* FUND TYPES: E - Enterprise
I - Internal Service
N - Nonexpendable Trust

293,390,284

** Include Depreciation

	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/21	
			TENTATIVE APPROVED	FINAL APPROVED
<u>REVENUES</u>				
Federal & State Grants	2,778,711	3,883,649	7,180,000	
Interest	119,946	2,214	-	
Other	2,107,635	2,584,495	2,483,033	
Subtotal	5,006,292	6,470,358	9,663,033	
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
From Fund 02, RTC Transportation	4,800,830	5,771,773	-	
From Fund 05, RTC Hwy Imp Acq	11,150,000	14,900,000	20,465,737	
From Fund 06, RTC Hwy Imp	-	-	-	
From Fund 50, Public Transit	11,150,000	14,900,000	15,446,094	
Subtotal	27,100,830	35,571,773	35,911,831	
BEGINNING FUND BALANCE	10,126,443	7,730,760	11,272,294	
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	10,126,443	7,730,760	11,272,294	
TOTAL RESOURCES	42,233,565	49,772,891	56,847,158	
<u>EXPENDITURES</u>				
General				
Salaries and wages	16,202,337	17,336,501	18,941,042	
Employee Benefits	6,479,408	6,868,172	7,931,709	
Services & Supplies	11,569,593	11,956,910	15,617,551	
Capital Outlay	251,467	2,339,014	1,171,883	
Subtotal	34,502,805	38,500,597	43,662,185	
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
Subtotal	-	-	-	
ENDING FUND BALANCE	7,730,760	11,272,294	13,184,973	
TOTAL COMMITMENTS & FUND BALANCE	42,233,565	49,772,891	56,847,158	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE B FUND 01

FUND Regional Transportation Commission

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
County Option Sales & Use Tax	55,460,145	58,233,152	60,271,313	
Interest	142,872	120,000	-	
Other	-	-	-	
Subtotal	55,603,017	58,353,152	60,271,313	
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
Subtotal	-	-	-	
BEGINNING FUND BALANCE	621,742	764,613	884,613	
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	621,742	764,613	884,613	
TOTAL RESOURCES	56,224,759	59,117,765	61,155,926	
EXPENDITURES				
General				
Services & Supplies	8,873,623	9,317,304	9,643,410	
Subtotal	8,873,623	9,317,304	9,643,410	
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
To Fund 01, RTC	4,800,830	5,771,773	-	
To Fund 06, RTC Hwy Imp	41,785,693	43,144,075	50,927,903	
Subtotal	46,586,523	48,915,848	50,927,903	
ENDING FUND BALANCE	764,613	884,613	584,613	
TOTAL COMMITMENTS & FUND BALANCE	56,224,759	59,117,765	61,155,926	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

(Local Government)

SCHEDULE B FUND 02

FUND Regional Transportation

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
County Option Motor Vehicle Fuel Tax	74,801,402	75,968,304	75,968,304	
Fuel Tax Indexing-1	92,039,435	93,245,152	93,245,152	
Fuel Tax Indexing-2	13,691,110	17,829,333	24,956,890	
Interest	7,433,853	405,256	-	
Grants and Reimbursables	37,000,000	30,000,000	7,870,647	
Other	-	-	-	
Subtotal	224,965,800	217,448,045	202,040,993	
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
Bonds Issued		54,572,800	96,990,000	
Premium on Bond Issued		11,095,306	26,867,233	
Subtotal	-	65,668,106	123,857,233	
BEGINNING FUND BALANCE	246,432,765	159,267,295	235,521,976	
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	246,432,765	159,267,295	235,521,976	
TOTAL RESOURCES	471,398,565	442,383,446	561,420,202	
EXPENDITURES				
Public Works				
Services & Supplies	179,599	149,518	150,609	
Capital Outlay	158,261,681	128,920,819	140,000,000	
Bond Issuance Cost	-	280,000	484,950	
Redeeming Bond	65,206,817	-	-	
Subtotal	223,648,097	129,350,337	140,635,559	
OTHER USES				
Payment to refund bond	27,090,785	-	-	
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
To Fund 01, RTC	11,150,000	14,900,000	20,465,737	
To Fund 03, Debt Service	50,242,388	62,611,133	75,354,800	
To Fund 06, RTC Hwy Imp			121,244,063	
Subtotal	88,483,173	77,511,133	217,064,600	
ENDING FUND BALANCE	159,267,295	235,521,976	203,720,043	
TOTAL COMMITMENTS & FUND BALANCE	471,398,565	442,383,446	561,420,202	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE B FUND 05

FUND RTC Highway Improvement Acquisition

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Aviation Fuel Tax	3,992,788	3,992,788	3,992,788	
Interest	2,242,731	511,664	-	
Grants	-	-	-	
Other	271,068	271,068	271,068	
Subtotal	6,506,587	4,775,520	4,263,856	
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
From Fund 02, RTC Transportation	41,785,693	43,144,075	50,927,903	
From Fund 04, Debt Service Reserve			5,259,937	
From Fund 05, RTC Highway Imp Acq			121,244,063	
From Fund 50, Public Transit	-	-	-	
Subtotal	41,785,693	43,144,075	177,431,903	
Bonds Issued	-	-	-	
BEGINNING FUND BALANCE	59,350,743	77,913,597	75,119,503	
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	59,350,743	77,913,597	75,119,503	
TOTAL RESOURCES	107,643,023	125,833,192	256,815,262	
EXPENDITURES				
Public Works				
Services & Supplies	3,500	3,595	3,692	
Capital Outlay	5,370,084	23,969,638	23,953,274	
Bond Issuance Costs	-	-	-	
Subtotal	5,373,584	23,973,233	23,956,966	
OTHER USES				
Payment to refund bond	-	-	126,504,000	
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
To Fund 01, RTC	-	-	-	
To Fund 03, Debt Service	24,355,842	26,740,456	4,691,750	
To Fund 50, Public Transit				
Subtotal	24,355,842	26,740,456	131,195,750	
ENDING FUND BALANCE	77,913,597	75,119,503	101,662,546	
TOTAL COMMITMENTS & FUND BALANCE	107,643,023	125,833,192	256,815,262	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE B FUND 06

FUND RTC Highway Improvement

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Interest	6,310,694	1,308,226	-	
IRS Rebate for BABS	3,321,894	2,622,142	-	
Other				
Subtotal	9,632,588	3,930,368	-	
OTHER FINANCING SOURCES (Specify):				
Transfers In (Schedule T)				
Bond Proceeds	-	5,427,200	1,830,402	
Premium				
From Fund 05, Hwy Proj Imp Acq	50,242,388	62,611,133	75,354,800	
From Fund 06, 60, 61, 62, RTC Hwy Imp	24,355,842	26,740,456	4,691,750	
Subtotal	74,598,230	94,778,789	81,876,952	
BEGINNING FUND BALANCE	163,258,667	150,510,622	162,401,578	
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	163,258,667	150,510,622	162,401,578	
TOTAL AVAILABLE RESOURCES	247,489,485	249,219,779	244,278,530	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)
SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

EXPENDITURES AND RESERVES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Type: Debt Service				
Principal	55,059,000	50,975,000	55,885,000	
Interest	41,916,613	35,840,201	34,305,473	
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Services and Supplies	3,250	3,000	10,000	
Subtotal	96,978,863	86,818,201	90,200,473	
OTHER USES				
Operating Transfers Out (Schedule T)				
Payment to refund bond	-	-	14,056,000	
To Fund 06, RTC Hwy Imp	-	-	5,259,937	
Subtotal	-	-	19,315,937	
TOTAL RESERVED (MEMO ONLY)				
Type:				
Debt Service, Fund 03	61,372,681	67,009,065	56,855,142	
Debt Service Reserve, Fund 04	89,137,941	95,392,513	77,906,978	
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal				
TOTAL RESERVED (MEMO ONLY)	150,510,622	162,401,578	134,762,120	
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal	-	-	-	
TOTAL RESERVED (MEMO ONLY)				
Type:				
Principal				
Interest				
Fiscal Agent Charges				
Reserves - increase or (decrease)				
Other (Specify)				
Subtotal	-	-	-	
TOTAL RESERVED (MEMO ONLY)				
ENDING FUND BALANCE	150,510,622	162,401,578	134,762,120	
TOTAL COMMITMENTS & FUND BALANCE	247,489,485	249,219,779	244,278,530	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE C - DEBT SERVICE FUND

THE ABOVE DEBT IS REPAYED BY OPERATING RESOURCES

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
	OPERATING REVENUE			
Charges for Services				
Public Transit Fares	76,322,200	76,965,691	76,992,806	
Transit Advertising	3,900,000	4,075,000	4,212,500	
Federal & State Grants and Contributions	-	-	-	
Other	407,102	2,200,000	1,400,000	
Total Operating Revenue	80,629,302	83,240,691	82,605,306	
OPERATING EXPENSE				
Public Transit				
Salaries and wages	11,264,730	11,939,149	13,043,662	
Employee Benefits	6,800,979	7,208,154	7,928,352	
Services & Supplies	210,235,694	217,446,171	225,433,707	
Depreciation/Amortization	54,070,937	60,000,000	60,000,000	
Total Operating Expense	282,372,340	296,593,474	306,405,721	
Operating Income or (Loss)	(201,743,038)	(213,352,783)	(223,800,415)	
NONOPERATING REVENUES				
Interest Earned	4,793,495	1,329,018	-	
County Option Sales Tax	166,380,438	174,699,460	180,813,941	
Federal & State Grants and Contributions	60,868,500	37,985,000	103,602,210	
Gain on Sale of Capital Assets	222,455	-	-	
Total Nonoperating Revenues	232,264,888	214,013,478	284,416,151	
NONOPERATING EXPENSES				
Total Nonoperating Expenses	-	-	-	
Net Income before Operating Transfers	30,521,850	660,695	60,615,736	
Transfers (Schedule T)				
In	-	-	-	
Out to Fund 01, RTC	(11,150,000)	(14,900,000)	(15,446,094)	
Out to Fund 06, RTC Highway Improvement	-	-	-	
Net Operating Transfers	(11,150,000)	(14,900,000)	(15,446,094)	
NET INCOME	19,371,850	(14,239,305)	45,169,642	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET INCOME

FUND Public Transit, Fund 50

PROPRIETARY FUND	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from customers	79,587,099	81,040,691	81,205,306	
Federal and state grants	-	-	-	
Cash paid to employees for salaries & benefits	(15,748,447)	(16,947,303)	(18,772,014)	
Cash paid for services & supplies	(225,168,223)	(217,446,171)	(225,433,707)	
Other operating receipts	407,102	2,200,000	1,400,000	
a. Net cash provided by (or used for) operating activities	(160,922,469)	(151,152,783)	(161,600,415)	
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Cash provided by sales & use tax	150,419,751	174,699,460	180,813,941	
Federal & State Grants and Contributions	1,408,236	-	-	
Transfers to Fund 209, RTC	(11,150,000)	(14,900,000)	(15,446,094)	
b. Net cash provided by (or used for) noncapital financing activities	140,677,987	159,799,460	165,367,847	
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Repayment of loans payable				
Acquisition, construction, or improvement of capital assets	(56,002,753)	(44,294,062)	(132,080,261)	
Proceeds from sale of capital assets	222,455	-	-	
Federal and state grants	59,632,257	37,985,000	103,602,210	
c. Net cash provided by (or used for) capital and related financing activities	3,851,959	(6,309,062)	(28,478,051)	
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest income	4,519,480	1,329,018	-	
d. Net cash provided by (or used in) investing activities	4,519,480	1,329,018	-	
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(11,873,043)	3,666,633	(24,710,619)	
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	132,901,795	121,028,752	124,695,385	
CASH AND CASH EQUIVALENTS AT END OF YEAR	121,028,752	124,695,385	99,984,766	

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

Public Transit, Fund 50

ALL EXISTING OR PROPOSED
 GENERAL OBLIGATION BONDS, REVENUE BONDS,
 MEDIUM-TERM FINANCING, CAPITAL LEASES AND
 SPECIAL ASSESSMENT BONDS

* - Type
 1 - General Obligation Bonds
 2 - G.O. Revenue Supported Bonds
 3 - G.O. Special Assessment Bonds
 4 - Revenue Bonds
 5 - Medium-Term Financing

6 - Medium-Term Financing - Lease Purchase
 7 - Capital Leases
 8 - Special Assessment Bonds
 9 - Mortgages
 10 - Other (Specify Type)
 11 - Proposed (Specify Type)

(1) NAME OF BOND OR LOAN List and Subtotal By Fund	(2) *	(3) TERM	(4) ORIGINAL AMOUNT OF ISSUE	(5) ISSUE DATE	(6) FINAL PAYMENT DATE	(7) INTEREST RATE	(8) BEGINNING OUTSTANDING BALANCE 7/1/2020	(9) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/21 INTEREST PAYABLE	(10) PRINCIPAL PAYABLE	(11) (9)+(10) TOTAL
FUND: RTC Debt Service										
Sales Tax Revenue Bond - 2010B (3180.210)	4	10 yrs	94,835,000	08/11/10	07/01/20	5.00	\$11,395,000	\$284,875	\$11,395,000	\$11,679,875
Sales Tax Revenue Bond - 2010C (3180.220) BABS	4	20 yrs	140,560,000	08/11/10	07/01/30	5.10/ 6.15	\$140,560,000	\$4,036,548	-	\$4,036,548
MVFT Revenue Bond - 2011 (3180.002)	4	12 yrs	118,105,000	11/29/11	07/01/23	4.00/ 5	\$53,085,000	\$2,346,250	\$12,320,000	\$14,666,250
FTI Revenue Bond - 2014A (3180.701)	4	20 yrs	100,000,000	04/01/14	07/01/34	3.00/ 5.00	\$82,985,000	\$4,048,800	\$3,850,000	\$7,898,800
FTI Revenue Bond - 2015 (3180.702)	4	20 yrs	85,000,000	11/10/15	07/01/35	5.00	\$77,050,000	\$3,779,625	\$2,915,000	\$6,694,625
MVFT Revenue Bond - 2016 (3180.003)	4	8 yrs	107,350,000	06/29/16	07/01/24	5.00	\$80,320,000	\$3,652,625	\$14,535,000	\$18,187,625
Sales Tax Revenue Bond - 2016 (3180.200)	4	13 yrs	36,405,000	10/19/16	07/01/29	5.00	\$36,405,000	\$1,748,500	2,870,000	\$4,618,500
MVFT Revenue Bond - 2016B (3180.050)	4	12 yrs	43,495,000	11/09/16	07/01/28	5.00	\$43,495,000	\$2,174,750	-	\$2,174,750
FTI Revenue Bond - 2017 (3180.703)	4	20 yrs	150,000,000	06/13/17	07/01/37	3.5/ 5.00	\$140,625,000	\$6,883,375	\$5,015,000	\$11,898,375
FTI Revenue Bond - 2019 (3180.704)	4	10 yrs	60,000,000	11/27/19	07/01/29	5.00	\$60,000,000	\$2,925,375	\$2,985,000	\$5,910,375
MVFT Revenue Bond - 2020	11*	10 yrs	96,990,000	TBD	TBD	TBD	\$96,990,000	\$2,424,750	-	\$2,424,750
TOTAL ALL DEBT SERVICE			1,032,740,000				\$822,910,000	\$34,305,473	\$55,885,000	\$90,190,473

SCHEDULE C-1 - INDEBTEDNESS

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
 (Local Government)

Budget Fiscal Year 2020-2021

Transfer Schedule for Fiscal Year 2020-2021

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND						
SUBTOTAL			-			-
SPECIAL REVENUE FUNDS						
RTC, 01	Public Transit, 50	7	15,446,094			
RTC, 01	Hwy Imp Proj Acq, 05	7	20,465,737			
Regional Trans, 02				RTC Hwy Imp, 06	8	50,927,903
SUBTOTAL			35,911,831			50,927,903

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

Transfer Schedule for Fiscal Year 2020-2021

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS						
Public Transit, 50				RTC, 01	13	15,446,094
SUBTOTAL			-			15,446,094
INTERNAL SERVICE						
SUBTOTAL			-			-
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL						
TOTAL TRANSFERS			293,390,284			293,390,284

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

LOBBYING EXPENSE ESTIMATE

Pursuant to NRS 354.600 (3), **each** (emphasis added) local government budget must obtain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

Nevada Legislature: 81th Session; February 1, 2021 to May 31, 2021

1. Activity:	<u>Transportation</u>	
2. Funding Source:	<u>Sales Tax</u>	
3. Transportation		\$ <u>24,450</u>
4. Lodging and meals		\$ <u>30,000</u>
5. Salaries and Wages		\$ <u>60,000</u>
6. Compensation to lobbyists		\$ <u>65,000</u>
7. Entertainment		\$ <u>-</u>
8. Supplies, equipment & facilities; other personnel and services spent in Carson City		\$ <u>5,500</u>
Total		\$ <u><u>184,950</u></u>

Entity: REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Budget Year 2020-2021

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2019 - 2020

Local Government: REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Contact: CHARLES CHEATHAM, PURCHASING MANAGER

E-mail Address: cheathamc@rtcsonv.com

Daytime Telephone: 702-676-1500

Total Number of Existing Contracts: 41_____

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2020-21	Proposed Expenditure FY 2021-22	Reason or need for contract:
1	MV Transportation Inc.	7/7/2013	7/6/2021	56,863,776	58,569,689	Fixed Route System Operations and Bus Maintenance
2	Keolis Transit America Inc	7/6/2018	7/6/2023	64,797,121	66,741,035	Fixed Route System Operations and Bus Maintenance
3	MV Transportation Inc.	12/30/2019	12/29/2024	48,156,463	49,601,157	ADA Paratransit and Senior Transportation Services
4	Accessible Space Inc. / NCEP	12/10/2015	12/31/2021	500,000	500,000	ADA Paratransit Services Functional Ability Assessments
5	Masabi, LLC.	4/13/2017	11/12/2020	285,000	-	Implementation of the Justride Fare Payment System
6	Thompson Coburn LLP	10/8/2015	6/30/2020	120,000	120,000	Legal and Consulting Services
7	Dyntek Services, Inc.	1/14/2016	6/30/2020	200,000	200,000	I.T. Program Management Consulting Services
8	Southern Nevada Transit Coalition	7/1/2016	6/30/2020	138,000	138,000	Veterans Medical Transportation Network for Senior and Disabled Veterans Program Subrecipient Agreement Coordinated Call Center
9	Southern Nevada Transit Coalition	7/1/2016	6/30/2020	925,000	925,000	Veterans Medical Transportation Network for Senior and Disabled Veterans Program Subrecipient Agreement Transportation Program
10	Jacobs Engineering Group	9/8/2016	9/30/2021	750,000	750,000	Program Management Consulting Services
11	Merica, Burch & Dickerson, Inc.	3/9/2017	3/31/2022	1,000,000	1,000,000	RTC Advertising and Marketing Services
12	Crowe LLP	3/9/2017	3/31/2021	79,966	79,966	Annual Financial Statement Audit Services
13	Holland & Knight	11/9/2017	6/30/2021	125,000	125,000	Federal Government Affairs
14	Trapeze Software Group, Inc.	8/9/2018	6/30/2021	1,127,813	-	Agreement For Supply of an Enterprise Asset Management System and Implementation Services
15	AECOM Technical Services, Inc.	9/13/2018	9/30/2020	1,443,314	1,443,314	Program Administration for Transportation Demand Management Program
16	Ismael M. Bermudo	10/24/2017	10/24/2023	17,000	17,000	Appeals Hearing Officer
17	Functional Therapeutic Solutions, LLC.	10/24/2017	10/24/2023	17,000	17,000	Appeals Hearing Officer
18	T-N-T Dynamite	10/24/2017	10/24/2023	17,000	17,000	Appeals Hearing Officer
19	Marieliz Caballero Llanos	10/24/2017	10/24/2023	17,000	17,000	Appeals Hearing Officer
20	Sub-Total Proposed Expenditures			176,579,453	180,261,161	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2019 - 2020

Local Government: REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Contact: CHARLES CHEATHAM, PURCHASING MANAGER

E-mail Address: cheathamc@rtcshnv.com

Daytime Telephone: 702-676-1500

Total Number of Existing Contracts: 41 _____

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2020-21	Proposed Expenditure FY 2021-22	Reason or need for contract:
1	Elena Kane	10/24/2017	10/24/2023	17,000	17,000	Appeals Hearing Officer
2	Alta Planning + Design	5/24/2018	6/30/2020	3,007	-	Citywide Pedestrian and Bicycle Plan
3	Kimley-Horn and Associates, Inc.	6/14/2018	6/30/2020	31,450	-	School Trip Generation Study
4	Asakura Robinson Company	7/12/2018	6/30/2020	3,293	-	Deer Springs District Livable Centers
5	Kimley-Horn and Associates, Inc.	3/31/2018	6/30/2020	53,156	-	Bruce Street Green and Complete Street Study
6	Craig & Pike, Inc.	7/1/2018	6/30/2023	25,000	25,000	Safety, Loss Control and Risk Management Services
7	IBI Group, Inc.	4/24/2018	6/30/2020	164,620	-	Project Consultant - CAD/AVL System
8	Applied Market Analysis, LLC	5/24/2018	6/30/2021	200,000	200,000	Data Analysis Services
9	Holland & Hart	5/24/2018	6/30/2021	274,992	274,992	Outside General Counsel Services
10	Holland & Hart	5/24/2018	6/30/2021	825,008	825,008	Legal Services
11	FFM LLC, DBA FAISS FOLEY WARREN	12/13/2018	1/31/2021	200,000	200,000	Transportation Resource Advisory Committee (TRAC) Transit Planning and Funding Consulting Services
12	Mines and Associates, Inc.	3/1/2019	2/29/2020	11,981	11,981	Employee Assistance Services Agreement
13	Dickinson Wright PLLC	12/31/2018	12/31/2021	125,320	125,320	Trademark and Retention Legal Services
14	Asakura Robinson Company	10/10/2019	6/30/2021	249,252	249,252	Galleria Livable Centers Study Phase II
15	GCW, Inc.	6/13/2019	6/30/2020	150,000	-	Freeway and Arterial System of Transportation (FAST) Program Management Services
16	FFM LLC, DBA FAISS FOLEY WARREN	6/13/2019	6/30/2022	200,000	200,000	Media and Public Relations
17	MIG, Inc	10/10/2019	6/30/2021	400,000	-	City of Las Vegas Maryland Parkway Corridor Transit-Oriented Development Plan
18	IBI Group, Inc.	7/11/2019	6/30/2021	236,694	-	Project Consultant - Fare Collection System
19	Cambridge Systematics, Inc.	7/11/2019	6/30/2024	500,000	-	Project Management Office Support Services
20	Sub-Total Proposed Expenditures			3,670,773	2,128,553	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2019 - 2020

Local Government: REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Contact: CHARLES CHEATHAM, PURCHASING MANAGER

E-mail Address: cheathamc@rtcsnv.com

Daytime Telephone: 702-676-1500

Total Number of Existing Contracts: 41 _____

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2020-21	Proposed Expenditure FY 2021-22	Reason or need for contract:
1	Marksman Security Corporation	1/9/2020	6/30/2023	11,308,083	11,308,083	Security Services For Transit System and Facilities
2	MIG, Inc	12/12/2019	6/30/2021	249,999	-	Clark County Maryland Parkway Corridor Transit-Oriented Development Plan
3	Hobbs, Ong & Associates, Inc	2/13/2020	2/28/2021	80,000	80,000	Financial Consulting Services
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18	Sub-Total Proposed Expenditures			11,638,082	11,388,083	
19						
20						
21						
22	Total Proposed Expenditures			191,888,308	193,777,797	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2019 - 2020

Local Government: REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Contact: CHARLES CHEATHAM, PURCHASING MANAGER

E-mail Address: cheathamc@rtcsonv.com

Daytime Telephone: 702-676-1500

Total Number of Privatization Contracts: 5

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2020-21	Proposed Expenditure FY 2021-22	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	COMPUTER DATA SERVICES, LLC	7/1/2013	6/30/2022	4.0	\$ 2,855,310	\$ 2,940,969	Customer Service	8	\$ 22.49	Call Center- Fixed Route Transit Services
							Supervisor	1	\$ 46.70	
2	TRAPEZE SOFTWARE GROUP, INC.	12/19/2016	12/19/2021	5.0	\$ 1,842,696	\$ 1,897,977	Equipment Tech	4	\$ 35.23	TVM Maintenance and On-Call Service
							Supervisor	1	\$ 44.06	
3	SILVER STATE TRANSPORTATION SERVICES	8/11/2016	8/31/2020	3.0	\$ 965,216	\$ 994,172	Custodian	6	\$ 20.12	BTC, IBMF, SSTT, and SMF Facilities Janitorial Services
							Supervisor	1	\$ 42.50	
4	AECOM Technical Services, Inc.	9/13/2018	9/30/2023	5.0	\$ 1,082,486	\$ 1,114,960	Marketing Coordinator	5	\$ 37.96	Program Administration for Transportation Demand Management Program
							Supervisor	1	\$ 48.20	
5	SILVER STATE TRANSPORTATION SERVICES	6/14/2018	6/30/2023	1.6	\$ 118,624	\$ 122,183	Prober	3	\$ 21.18	Daily Fare Retrieval Services
							Assistant Supervisor	1	\$ 34.63	
8	Total				\$ 6,864,332	\$ 7,070,261		31		

Attach additional sheets if necessary.

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: DISCUSS MATTERS RELATED TO POTENTIAL OR EXISTING LITIGATION		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARD A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		


FISCAL IMPACT:

None

BACKGROUND:

Nevada Open Meeting Law allows the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners (Board) to conduct a closed session to receive information from its attorney regarding potential or existing litigation involving a matter over which the RTC Board has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter.

Respectfully submitted,

DocuSigned by:

 426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mld

RTC Item #19
April 9, 2020
Non-Consent

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: CITIZENS PARTICIPATION		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:


None

BACKGROUND:

In accordance with State of Nevada Open Meeting Law, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners shall invite interested persons to make comments. For the initial Citizens Participation, the public should address items on the current agenda. For the final Citizens Participation, interested persons may make comments on matters within the RTC Board of Commissioners' jurisdiction, but not necessarily on the current agenda.

No action can be taken on any matter discussed under this item, although the RTC Board of Commissioners can direct that it be placed on a future agenda.

Respectfully submitted,

DocuSigned by:

 426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mld

***RTC Item #20
April 9, 2020
Non-Consent***

