**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

**AGENDA ITEM**

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<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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**SUBJECT:** AWARD BID

**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. 15-069CON, CNG FUELING UPGRADES PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, SLETTEN CONSTRUCTION OF NEVADA, INC, IN THE AMOUNT NOT-TO-EXCEED $12,514,943.00, 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 $8,000,000.00 are budgeted and available in the Transit Fund for Fiscal Year 2021. The remaining $4,514,943.00 will be budgeted in Fiscal Year 2022. A total of $11,263,448.70 (90 percent) is eligible for reimbursement with federal funds.

**BACKGROUND:**
Bid No. 15-069CON, CNG Fueling Upgrades Project, was issued on May 5, 2020. The bids were received and opened at a public bid opening on June 16, 2020. The result follows:

<table>
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<th>Bidder</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SLETTEN CONSTRUCTION OF NEVADA, INC</td>
<td>$12,514,943.00</td>
</tr>
<tr>
<td>MMC, INC</td>
<td>$14,123,464.00</td>
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The federal Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) mandatory project specific goal is 11 percent. The bidder’s commitment is 12.39 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 $12,514,943.00.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

**RTC Item #39**
**July 9, 2020**
Consent
RTC CONTRACTOR AGREEMENT

THIS RTC-CONTRACTOR AGREEMENT (the “Contract”) is made and entered into this 9th day of July, 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 FUELING INFRASTRUCTURE UPGRADES PROJECT, Bid No. 15-069CON; 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: $12,398,468.00 plus the add Alternate No.1 in the amount of $65,075.00, Alternate No.2 in the amount of $48,000.00 and Alternate No.3 in the amount of $3,400.00 (the “Contract Amount”). In addition to the Bid Amount, the RTC requires an Owner-Controlled Allowance for (IBMF of $290,000) (SMF of $390,000) and a Permit Allowance of (IBMF of $50,000) (SMF of $50,000), for a total not-to-exceed amount of $12,514,943.00 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 (May 5, 2020), 2 (May 21, 2020) and 3, dated June 9, 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. 15-069CON

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 395 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 $250 per day per site (IBMF and SMF) 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:

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.

By: 

DANE CARTER
Vice President

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: 

LAWRENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

By: 

RTC Legal Counsel

ATTEST:

By: 

MARIN DUBOIS
Management Analyst
EXHIBIT A
(to the RTC-Contractor Agreement)
BID PROPOSAL

The scope of this project is to provide Compressed Natural Gas (CNG) upgrades to the Integrated Bus Maintenance Facility (IBMF) and Sunset Maintenance Facility (SMF) sites. These upgrades are required to meet the RTC’s CNG fueling needs for the conversion of the fleet to CNG fuel. The work/requirements shall include but not be limited to, new dispensing equipment, new compression equipment, new/updated programming, testing and transition of all new/existing CNG equipment, reorientation of the fueling areas at both locations, piping, welding, concrete forming and placement and all required appurtenances to provide CNG fueling support, all labor overtime, extra time, shutdowns and off peak hours.

To be attached upon award of Contract.
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. 15-069CON 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
 RTC-CONTRACTOR AGREEMENT
EXHIBIT B-GENERAL CONDITIONS
CONTRACT NO. 15-069 CON
CNG FUELING INFRASTRUCTURE UPGRADES PROJECT


"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
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
specifying 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
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.rtcsnv.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
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
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 it’s 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 bother, 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.

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.
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 provides 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 materials 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.

<table>
<thead>
<tr>
<th>Scope of Coverage</th>
<th>Type of Coverage</th>
<th>Amount of Coverage</th>
<th>Policy Period</th>
<th>Named Insured</th>
<th>Additional Insured Parties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Project Specific</td>
<td>Occurrence Basis</td>
<td>$1,000,000 per occurrence $2,000,000 aggregate</td>
<td>Annual Policy</td>
<td>Contractor</td>
<td>Regional Transportation Commission of Southern Nevada (its officers, employees and agents)</td>
</tr>
</tbody>
</table>

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.

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<thead>
<tr>
<th>Scope of Coverage</th>
<th>Type of Coverage</th>
<th>Amount of Coverage</th>
<th>Policy Period</th>
<th>Named Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Project Specific</td>
<td>Occurrence Basis</td>
<td>$1,000,000 combined single limit</td>
<td>Annual Policy</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

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).

<table>
<thead>
<tr>
<th>Policy Period</th>
<th>Named Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Policy</td>
<td>Contractor</td>
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</table>

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.

<table>
<thead>
<tr>
<th>Scope of Coverage</th>
<th>Type of Coverage</th>
<th>Amount of Coverage</th>
<th>Policy Period</th>
<th>Named Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Project Specific</td>
<td>Occurrence Basis</td>
<td>$1,000,000 bodily injury by accident $1,000,000 bodily injury by disease $1,000,000 policy limit</td>
<td>Annual Policy</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

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 shown 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.

<table>
<thead>
<tr>
<th>Scope of Coverage:</th>
<th>Non-Project Specific</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Coverage:</td>
<td>Occurrence Basis</td>
</tr>
<tr>
<td>Amount of Coverage:</td>
<td>$1,000,000 per occurrence, $2,000,000 aggregate</td>
</tr>
<tr>
<td>Policy Period:</td>
<td>Annual Policy</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Scope of Coverage:</th>
<th>Non-Project Specific</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Coverage:</td>
<td>Occurrence Basis</td>
</tr>
<tr>
<td>Amount of Coverage:</td>
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<tr>
<td>Policy Period:</td>
<td>Effective until final completion of the Project</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

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 cancelations 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 and against 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
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 hereinbefore 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.
RTC-CONTRACTOR AGREEMENT
EXHIBIT B-GENERAL CONDITIONS
CONTRACT NO. 15-069CON
CNG FUELING INFRASTRUCTURE UPGRADES PROJECT

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 date 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 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 involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

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](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 ensuring 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.
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 work 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.


**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
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.

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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: Building General Decision Number NV20200038; Publication Date: 4/24/2020) will apply to the duration of the Contract, and Contractor shall pay workers at the higher rate, and are attached to this Exhibit C.
EXHIBIT E

FEDERAL CONDITIONS
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 extend 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 compete 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 Part180, 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 onProcurement 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 protestor 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 protestor of any additional information required for evaluation of the protest by the owner, and the protestor 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 protestor, 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 protestor 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 protestor, 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).  

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.

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.

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.
Event Information
Number: 15-069CON Addendum 3
Title: CNG Fueling Infrastructure Upgrades Project
Type: Invitation for Bid
Issue Date: 5/5/2020
Deadline: 6/16/2020 03:00 PM (PT)
Notes: The scope of this project is to provide Compressed Natural Gas (CNG) upgrades to the Integrated Bus Maintenance Facility (IBMF) and Sunset Maintenance Facility (SMF) sites. These upgrades are required to meet the RTC’s CNG fueling needs for the conversion of the fleet to CNG fuel. The work/requirements shall include but not be limited to, new dispensing equipment, new compression equipment, new/updated programming, testing and transition of all new/existing CNG equipment, reorientation of the fueling areas at both locations, piping, welding, concrete forming and placement and all required appurtenances to provide CNG fueling support, all labor overtime, extra time, shutdowns and off peak hours.

This project is being funded with federal funds. The RTC has established a mandatory 11% DBE goal for this contract for the utilization of firms that are (1) federally certified; and (2) owned and controlled by socially and economically disadvantaged persons. THERE ARE NO GEOGRAPHICAL PREFERENCES ALLOWED WHEN USING FEDERAL FUNDS.

Contact Information
Contact: Royal Alexander
Address: Purchasing and Contracts
Regional Transportation Commission of Southern Nevada
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
Submitted at 6/16/2020 4:53:05 PM

Email

Requested Attachments

**BIDDER'S BUSINESS LICENSE**
Sletten NV State 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**
Sletten - BID_PROPOSAL_INFORMATION.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**BID BOND**
Sletten Bid Bond - RTC CNG Infrastructure.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**5% SUBCONTRACTOR LIST**
Sletten - 5_%SUBCONTRACTOR_LIST.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**ORGANIZATIONAL CONFLICT OF INTEREST**
Sletten - ORGANIZATIONAL_CONFLICT_OF_INTEREST.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**DISCLOSURE OF OWNERSHIP FORM**
Sletten - DISCLOSURE_OF_OWNERSHIP.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**FEDERAL CONDITIONS FORMS**
Sletten - RTC_ITB_NO._15-069_EXHIBIT_E_FED_CONDITIONS.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**PROJECT WORKFORCE CHECKLIST**
Sletten - Project_Workforce_Checklist.pdf
Bidder must upload the completed document provided by the RTC in the Attachments Tab.

**2-HOUR SUBCONTRACTOR LIST**
No response
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.
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

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>BIDDER TAX ID NUMBER</strong></td>
<td>Enter Bidder's tax ID number.</td>
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<td>88 0220035</td>
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<tr>
<td>2</td>
<td><strong>NEVADA STATE CONTRACTOR'S LICENSE</strong></td>
<td>Bidder's Nevada State Contractor's License Number, Classification, and Monetary Limit (if any)</td>
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<td></td>
<td>23972, AB, Unlimited</td>
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<tr>
<td>3</td>
<td><strong>BID PROPOSAL ACKNOWLEDGEMENT</strong></td>
<td>The Bidder hereby proposes and agrees to the following:</td>
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<tr>
<td></td>
<td></td>
<td>A. To be bound by all the terms, conditions and rules of procedure set forth in the Instructions to Bidders.</td>
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<td>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.</td>
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<td>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.</td>
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<td>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.</td>
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<td>Acknowledged</td>
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<tr>
<td>4</td>
<td><strong>BIDDER REPRESENTATION ACKNOWLEDGEMENT</strong></td>
<td>The Bidder hereby represents to the RTC the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>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.</td>
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<tr>
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<td>B. That the Bidder has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.</td>
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<td>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.</td>
</tr>
<tr>
<td></td>
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<td>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.</td>
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<td>Acknowledged</td>
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</tbody>
</table>
**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 11% of the total dollar value of the contract. Bidder acknowledges that it has read and understood the provisions regarding the DBE 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

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**Bid Lines**

**1 Package Header**

**SMF LOCATION**

Quantity: 1 UOM: EA Total: $6,725,902.00

**Package Items**

**1.1 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: $6,285,902.00 Total: $6,285,902.00

**1.2 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: ALLOWANCE Fixed Price: $390,000.00 Total: $390,000.00

**1.3 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: ALLOWANCE Fixed Price: $50,000.00 Total: $50,000.00
2 Package Header

IBMF LOCATION

Quantity: 1 UOM: EA Total: $5,672,566.00

Package Items

2.1 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: $5,332,566.00 Total: $5,332,566.00

2.2 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 Fixed Price: $50,000.00 Total: $50,000.00

2.3 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 Fixed Price: $290,000.00 Total: $290,000.00

3 Package Header

ADD ALTERNATE/OPTION 1

Quantity: 1 UOM: LS Total: $65,075.00

Package Items

3.1 In lieu of the contractually required refurbishing the (3) existing Paratransit CNG dispensers, provide (3) new High Flow dispensers at the IBMF – Paratransit Fuel Lanes – identify the costs associated with the base bid line item $ ___________ as compared to the costs identified below

Quantity: 1 UOM: LS Unit Price: $65,075.00 Total: $65,075.00

4 Package Header

ADD ALTERNATE/OPTION 2

Quantity: 1 UOM: LS Total: $48,000.00

Package Items

4.1 Provide ACAM, gate, conduit, conductors gate controls and all associated costs to add ACAM at A009 location as identified at the IBMF site.

Quantity: 1 UOM: LS Unit Price: $48,000.00 Total: $48,000.00

5 Package Header

ADD ALTERNATE/OPTION 3

Quantity: 1 UOM: LS Total: $3,400.00
## Package Items

5.1 Provide **costs, freight, delivery and labor to provide** (1000) additional CMU blocks to RTC to the Sunset Maintenance Facility site. Coordinate delivery with RTC Project Manager.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$3,400.00</td>
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</table>

**Response Total:** $12,514,943.00
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
600 South Grand Central Parkway
Las Vegas, Nevada 89106

INVITATION TO BID (ITB) NO. 15-069CON

CNG FUELING INFRASTRUCTURE UPGRADES PROJECT

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2020-367

SCOPE OF WORK
The scope of this project is to provide Compressed Natural Gas (CNG) upgrades to the Integrated Bus Maintenance Facility (IBMF) and Sunset Maintenance Facility (SMF) sites. These upgrades are required to meet the RTC’s CNG fueling needs for the conversion of the fleet to CNG fuel. The work/requirements shall include but not be limited to, new dispensing equipment, new compression equipment, new/updated programming, testing and transition of all new/existing CNG equipment, reorientation of the fueling areas at both locations, piping, welding, concrete forming and placement and all required appurtenances to provide CNG fueling support, all labor overtime, extra time, shutdowns and off peak hours.

SPECIFICATIONS AND/OR DRAWINGS
The Regional Transportation Commission of Southern Nevada (RTC) uses an online bidding system and encourages its use to both download bid documents and submit bids electronically. Visit the Nevada Gov eMarketplace (NGEM) website at https://nevada.ionwave.net to view and download the bid documents.

PREBID CONFERENCE
The Pre-bid Conference will be held on the date, time, and location specified in the Activities Tab on the NGEM website. Interested parties should be aware that the Prebid Conference is for information only, and no meeting minutes are taken, recorded, or distributed. The Subcontractor Networking Session will be held immediately after the Prebid Conference. The goal of the networking session is to give the opportunity for prime contractors to network with Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), Physically Challenged Business Enterprise (PCBE) subcontractors, as applicable to the project. All subcontractors are also encouraged to attend the Pre-bid Conference

BID DUE DATE AND BID OPENING
Bids are due on or before June 16, 2020 at 3:00pm (PST). Bids will be accepted electronically via the NGEM website. Bids will be unsealed immediately thereafter in the location specified in the Activities Tab on the NGEM website.

FEDERAL FUNDS
This project is being funded with federal funds. The RTC has established a mandatory 11% DBE goal for this contract for the utilization of firms that are (1) federally certified; and (2) owned and controlled by socially and economically disadvantaged persons. THERE ARE NO GEOGRAPHICAL PREFERENCES ALLOWED WHEN USING FEDERAL FUNDS.

PUBLISHED
Las Vegas Review Journal May 5 2020
INSTRUCTIONS TO BIDDERS (IB)

IB.1 DESIGNATED CONTACT(S)

A. The Designated Contact for questions pertaining to this Invitation to Bid and Bid Documents is found on the Bid Information Tab in NGEM under the Bid Contact Information.

IB.2 DEFINITIONS

The following definitions are applicable to the Bid Documents:

A. “Addendum” means a written or graphic instrument issued by the RTC via the Regional Transportation Commission (RTC) Purchasing & Contracts office prior to the submission of the Bids which modifies or interprets the Bid Documents by addition, deletion, clarification, correction or other type of modification. Addenda will become part of the executed Contract.

B. “Additive Alternate” means the amount stated in the Bid Schedule for completion of additional work that the RTC may elect to add as part of the Project, subject to the availability of funds.

C. “Base Bid” means the total bid amount the Bidder has offered to complete the Work.

D. “Best Bidder” means the Bidder who has been determined to be responsive and responsible and who has submitted the lowest monetary Bid as a result of being entitled to the bid preference set forth in NRS Chapter 338 (locally funded projects only which exceed $250,000).

E. “Bid” means a complete and properly signed offer or electronic response to do the Work for the amount or amounts set forth in the Bid Proposal that is submitted in accordance with the ITB.

F. “Bid Documents” means the ITB, Instructions to Bidders, Contract, General Conditions, Special Conditions, Contract Requirements and Forms, Drawings, Special Provisions, Bid Proposal, Attachments, Exhibits, Specifications, and the Addenda issued prior to bid due date and time, as applicable.

G. “Bidder” means the person or entity submitting a Bid Proposal for the Work.

H. “Bid Proposal” means the written document or electronic response submitted via the NGEM website provided by the RTC to the Bidder for the purpose of submitting a Bid. The electronic response includes any or all, but is not limited to, Line Items, Attributes, Attachments, Response Attachments, and Response Submission.

I. “Bid Schedule” is the NGEM “Line Items” tab.

J. “Business Days” means the RTC business days, Monday thru Thursday from 7:00 A.M. until 6:00 P.M.

K. “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 by the RTC.

L. “Contract Amount” means the amount for which the Bidder has offered to complete the Work and is equal to the amount of the Base Bid plus, if applicable, each Additive Alternate bid exercised by the RTC to be included as a part of the Project.

M. “Contract Documents” means the RTC-Contractor Agreement and applicable documents including, the successful Contractor’s Bid, Bid Security, Bonds, Subcontractor Lists, Insurance, General Conditions, Special Conditions, Wage Rates, Special Provisions, Drawings, and each Addendum issued, and the Invitation to Bid.

N. “Day” means calendar day unless otherwise specifically designated.

O. “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.

P. “Electronic Bid or E-bid” means the Bidder’s electronic response submitted on the electronic Bid Proposal to the RTC via the NGEM website. The terms “electronic bid” or “e-bid” are used interchangeably to describe the bid process to submit an authorized bid to the RTC in response to an Invitation to Bid.

Q. “FTA” means the Federal Transit Administration

R. “Governing Body” means the Regional Transportation Commission of Southern Nevada.

S. “Lot” means a separate portion of the Work as defined in the Special Provisions and the Drawings.

T. “Minority-owned Business Enterprise” or “MBE” means a business that is at least 51% minority-owned, operated and actively controlled by one or more minorities. In the case of a publicly owned business, at least 51% of the stock must be minority-owned and the business must be operated and actively controlled by a minority. A minority is a person of Native American, Black/African American, Asian American, and Hispanic American descendant.

U. “Nevada Gov eMarketplace System or NGEM” means the RTC’s electronic bidding system and supplier registration shared by several Nevada government agencies. This is a web-based system that provides all bid documents electronically to Prospective Bidders and forms the pathway for interested Bidders to submit bids in response to advertisement and invitation. https://nevada.ionwave.net/Login.aspx

V. “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.

W. “Project” means the total construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the RTC or by other contractors hired by the RTC.

X. “Promptly” means done without delay and on time.

Y. “Reasonable Time” means ten business days, except where otherwise specified, or items requiring Governing Body action.

Z. “RTC” means the Regional Transportation Commission of Southern Nevada.

AA. “RTC-Contractor Agreement” means the document executed by the parties after the award of the Contract. See “Sample RTC-Contractor Agreement” on NGEM Attachments Tab.

BB. “Sealed Bid” means electronically submitted bids received through the NGEM website or bids in sealed envelopes submitted manually by the established bid opening date and time.

CC. “Subcontractor” means any individual or entity to whom the contractor sublets any part of the Work. There is no contractual relationship between the RTC and the Subcontractor who performs work or services for the Contractor.

DD. “Tie Bid” means an instance wherein bids are received from two or more Bidders that are considered the low bids and are identical in the evaluation areas. Unless all of the evaluation areas are identical, the bids are not considered tied and the award will be made to the lowest responsive and responsible Bidder or to the Best Bidder, if applicable.

EE. “Women-owned Business Enterprise” or “WBE” means a business that is at least 51% women-owned, operated and actively controlled by one or more women, or in the case of a publicly-owned business, at least 51% of the stock must be owned and the business operated and actively controlled by a woman or women.

FF. “Work” means the construction and services required by the Contract Documents, whether complete or partially completed, and includes but is not limited to 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 a part of the Project.
IB.3 REGISTRATION FOR NGEM E-BID SYSTEM

A. The RTC’s E-bid system is accessible via the NGEM website at https://nevada.ionwave.net/Login.aspx. Bid documents can be viewed by selecting a specific project from the Bid Opportunities list and clicking on that project after registering as a Supplier.

B. Prospective Bidders must register as a “Supplier” by clicking on the Supplier Registration button and completing the registration form.

C. Once complete, Suppliers will receive email notifications of bid opportunities. Downloading any project bid data will automatically place the bidder’s contact information on the bidders list and the NGEM system will automatically send any and all updates, changes, or addenda, associated with that project.

D. The electronic Bid Proposal can only be submitted through the NGEM website. The Bid Proposal can be printed for Bidder’s use, but an electronic bid must be submitted through the NGEM website.

E. Questions regarding the use of the NGEM system may be directed by email to the designated Purchasing Representative.

IB.4 INTERPRETATION OF BID DOCUMENTS

A. Omission of Modifiers
In the interest of brevity, the Bid Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

B. Governing Order of Bid Documents
The Bid Documents include various divisions, sections and conditions that are essential parts for the work to be performed by the contractor. A requirement occurring in one is as binding as though occurring in all of the Bid Documents. They are intended to be complementary and to describe and provide for a complete scope of Work. In case of discrepancy, the lower numbered document will govern over the higher number document according to the following order of precedence unless to do so would contravene the obvious intent of the Bid documents as determined by the RTC:

1. Addenda – with those of later date having precedence over those of earlier date
2. RTC-Contractor Agreement, including Exhibits as applicable
3. Federal Conditions (if applicable)
4. General Conditions
5. Permits from other governmental agencies as may be required by Law
7. Drawings – detailed drawings shall have precedence over general drawings
8. Uniform Standard Specifications for Public Works construction Off-Site Improvements, Clark County Area Nevada (USS) and Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area Nevada (USD)
9. Other Referenced Standards

C. Section and Paragraph Headings
The section and paragraph headings appearing in this document are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the section and paragraph to which they pertain.

IB.5 ISSUANCE OF ADDENDUM

The Bidder shall not take advantage of any apparent error or omission in the Bid Documents. If an error or omission is discovered, the Bidder shall immediately notify the RTC. Questions are requested to be submitted via NGEM to the Purchasing Representative by the deadline specified in the Activities Tab on NGEM. Questions received after that date will have no guarantee of review. If any part of the Bid Documents is in need of revision or modification, the Purchasing & Contracts office will issue an Addendum as deemed necessary. The written Addendum will be posted on the NGEM website. **The Bidder shall be responsible to verify the number of addenda issued by the RTC**
before the bid due date and time to ascertain it has received all the addenda issued on the solicitation. The RTC
is not bound by any oral representations, clarifications or changes made in connection with the Bid Documents by the
RTC’s employees, agents or consultants unless such representation, clarification or change is in the form of a properly
issued Addendum.

The Bidder shall ascertain prior to the submission of a Bid Proposal that it has received each Addendum issued by the
RTC and has properly acknowledged receipt thereof by completing the acknowledgment in the Attributes section in
NGEM. The failure of the Bidder to contact the RTC to determine the issuance of any Addendum, or to acknowledge
receipt of each Addendum issued in connection with this Project, shall entitle the RTC, in its sole discretion, to (i)
reject the Bid Proposal of the Bidder as being non-responsive, or (ii) to accept the Bid Proposal 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).

IB.6 SUBMISSION OF BIDS

A. To Electronically Submit Bid:
Log on to the NGEM website. Complete each tab as required. For example, review the “Attributes” tab and
select a response for each one; review the “Line Items” tab and enter your offer for each line; review the
“Response Attachments” tab and upload the required attachments listed for this solicitation. After all tabs
have been completed, go to the “Response Submission” tab and follow directions.

Bidder will be wholly responsible for the timely delivery and correct submission of its bid(s).

IB.7 BID OPENING: SUBMISSION OF REQUIRED BID DOCUMENTS

A. Each Bid Proposal and all stipulated attachments required to be submitted with the Bid, must be uploaded
via NGEM, and labeled in accordance with the instructions. Contact the Designated Contact to manually submit Bid.

B. The failure to complete and submit these documents may be cause for rejection of the Bid Proposal as
being non-responsive.

Construction Conflicts and Additional Work Bid Allowance
The Bid Schedule contains a line item for Construction Conflicts and Additional Work Bid Allowance. This
work may consist of repairing, rebuilding, relocating, replacing, constructing or reconstruction which cannot
be performed by extending bid items and which are not shown on the plans, or not otherwise covered in the
Special Provisions. After award and during the course of construction, upon RTC’s request, Contractor shall
submit in writing a cost breakdown to include labor, materials required and time to complete to the project
manager for review with the design consultant. This work shall not be performed until the Contractor is
instructed to proceed by the project manager in writing. The Contractor and the project manager will keep
strict account of all costs involved with this item of work.

Permits and Fees Bid Allowance
The Bid Schedule contains a reimbursement allowance for payment of all the permits and fees. The
Contractor is responsible for obtaining all permits and fees and shall provide proof of payment for each with
its progress payment requests. These items shall be a direct pass through to the RTC with no added overhead
or profit. Should the costs exceed the allowance amount, the Contractor shall notify the Construction Manager
for issuance of a change order. Permits and fees paid through the issuance of a change order are not subject
to the change order percentage for overhead and profit.

C. Submittal: 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 IB.10.A and furnish the required bonds and insurance
required by IB.10.B. The Bid Security shall be in the form of the Bid Bond (see “Bid Bond” in NGEM
Attachments Tab), 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. The failure to enclose the Bid
Security with the sealed Bid Proposal shall result in the rejection of that Bid Proposal without
consideration.
If the Bidder fails to furnish the required bonds or insurance or to execute the RTC-Contractor Agreement, the Bid Security may be forfeited to the RTC as liquidated damages, and not as penalty.

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.

The RTC shall have the right to hold the Bid Security of the three apparent low Bidders until (i) the specified time set forth in IB.11.B has elapsed allowing the withdrawal of the Bid Proposals, (ii) a contract has been executed between the RTC and the successful Bidder and the required bonds and insurance have been furnished, or (iii) all of the Bid Proposals have been rejected by the RTC, whichever is the first to occur.

If a Bidder chooses to provide the Bid Security in the form of a cashier’s check, certified check or money order, a separate check or money order must accompany each Lot submitted by the Bidder. If the Bidder elects to provide a Bid Security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

D. Submittal: 5% Subcontractor List
The Bidder shall submit the 5% Subcontractor List (see “5% Subcontractor List” in NGEM Attachments Tab) with the submission of the Bid Proposal in compliance with NRS 338.141. This form shall be completely filled in for each first tier Subcontractor who will be paid an amount exceeding five percent (5%) of the Base Bid. The Bidder shall include its name on the list if the Bidder will perform any of the work required to be listed. The RTC will not conduct any investigations regarding the Bidders’ relationships with Subcontractors as defined in NRS 338.140.1.d. The failure to complete and submit the 5% Subcontractor List shall result in the rejection of the Bid Proposal as being non-responsive.

E. Submittal: Organizational Conflict of Interest Statement
For each contract which will be awarded by the RTC Commission, each Bidder/Proposer must sign and submit with its bid an Organizational Conflict of Interest Statement certifying that it has no organizational conflict of interest with the RTC (see “Organization Conflict of Interest Statement” in NGEM Attachments Tab).

F. Submittal: Federal Certifications
For federally funded projects, each Bidder shall complete and submit the Federal Certification Forms (see “Federal Conditions Fill-In Forms” in NGEM Attachments Tab) and submit with its Bid. Bidder is required to comply with all applicable Federal requirements as stated in the “Federal Transit Administration (FTA) Required Clauses” (see “Federal Transit Administration (FTA) Required Clauses” in NGEM Attachments Tab). The failure to complete and submit the Federal Certifications shall result in the rejection of the Bid Proposal as being non-responsive.

G. Submittal: Valid Certificate of Eligibility (for 100% locally funded projects which exceed $250,000) - NOT USED

H. Submittal: Project Workforce Checklist
Each Bidder submitting a Bid Proposal to the RTC on a public work project, the prime/bidder must submit with its Bid Proposal a completed Project Workforce Checklist. This list shall be provided by the RTC to be uploaded into NGEM. Bidder represents that it and its subcontractors will comply with SB 207. The failure to complete and submit the Project Workforce Checklist shall result in the rejection of the Bid Proposal as being non-responsive.

IB.8 POST-BID OPENING: SUBMISSION OF REQUIRED POST-BID DOCUMENTS

A. Submittal: 2 Hour Subcontractor List
Within two (2) hours after completion of the opening of the Bid Proposals, the three (3) apparent low Bidders for the base bid shall submit a 2 Hour Subcontractor List (see “2 Hour Subcontractor List” in NGEM Attachments Tab) containing:
   (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount
(2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid one percent (1%) of the Bidder’s Base Bid or $50,000, whichever is greater.

(3) For each first tier subcontractor whose name is listed pursuant to subsection (1) or (2) above, the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

(4) A description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.

(5) If the Bidder will perform any work which is more than 1 percent of the Bidder’s Base Bid and which is not being performed by a subcontractor listed, the Bidder shall include on the list:
   (a) A description of the labor or portion of the work that the Bidder will perform; or
   (b) A statement that the Bidder will perform all work other than that being performed by a subcontractor listed.

The 2 Hour Subcontractor List may be submitted: By email to the Designated Contact. The Contractor is solely responsible for the timely receipt of the 2 Hour Subcontractor List. The Bidder may submit the 2 Hour Subcontractor List with the Bid Proposal in satisfaction of this requirement. The failure to complete and timely submit the 2 Hour Subcontractor List shall result in the rejection of the Bid Proposal as non-responsive.

B. **Submittal: Bidder’s Preference Affidavit (for 100% locally funded projects which exceed $250,000)**

In order to receive a preference in bidding: **NOT USED**

### IB.9 POST BID OPENING: SUBMISSION OF INFORMATIONAL DOCUMENTS

#### A. **Submittal: Informational Documents**

The three (3) apparent low bidders shall complete and submit the applicable informational documents listed below in Paragraphs B through F by 3:00 p.m. the next business day after the bid opening. The Informational Documents may be submitted via email to the Designated Contact. The faxing of these informational documents is not acceptable. The Contractor is solely responsible for the timely receipt of the Informational Documents. The Bidder may submit the Informational Documents with the Bid Proposal in satisfaction of this requirement. **The failure to complete and timely submit the 2 Hour Subcontractor List shall result in the rejection of the Bid Proposal as non-responsive.**

#### B. **Submittal: Bid Schedule of Values**

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the Bid Schedule of Values allocating values to the various portions of the Work.

#### C. **Name of Superintendent and Superintendent Project Resume**

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the name of the Superintendent who will be assigned to the Project along with that person’s project resume. Such person must be acceptable to the RTC.

#### D. **Submittal: List of Completed Projects**

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the List of Completed Projects (see ‘List of Completed Projects’ in NGEM Attachments Tab).

#### E. **Submittal: Supplier List**

Within one (1) business day after the completion of the opening of the Bid Proposals, the three apparent low Bidders shall submit the Supplier List (see ‘Supplier List in NGEM Attachments Tab) of major materials or components. Major materials or components to be submitted are specified in the attachment. The Bidder agrees to assume responsibility for the acts or omissions of its suppliers. Bidders are encouraged to use M/W/DBE as suppliers. Nothing contained in the Bid Documents shall be construed to create any contractual relationship between the supplier and the RTC.
F. **Submittal: Disclosure of Ownership/Principals**

For each contract which will be awarded by the RTC Commission, the Bidder/Proposer who will be recommended for award must complete and sign the Disclosure of Ownership/Principals form (see “Disclosure of Ownership Fill-In Form” in NGEM Attachments Tab). The purpose of the Disclosure of Ownership/Principals form is to gather ownership information pertaining to the business entity for use by the RTC Commissioners (RTC) in determining whether members of the RTC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited. The Disclosure of Ownership/Principals form **must be completed and signed by the Bidder/Proposer who will be recommended for award of the project, within 24 hours of the Purchasing Representative’s request.** The completed and signed form may be submitted with the bid or proposal.

G. **Submittal: Project Workforce Checklist**

The next business day following bid-opening by 5:00 pm the apparent 3 lowest bidders must email to the Designated Contact a completed Project Workforce Checklist for all named (used) subcontractors to the project RTC Purchasing Representative. The Contractor is solely responsible for the timely receipt of the Project Workforce Checklist. **The failure to complete and timely submit the by 5:00 pm the next business day shall result in the rejection of the Bid Proposal as non-responsive.**

**IB.10 POST BID OPENING: SUBMISSION OF DOCUMENTS NECESSARY FOR AWARD OF CONTRACT**

A. **Submittal: RTC-Contractor Agreement**

Before the RTC recommends award of the bid and approval of the RTC-Contractor Agreement to the Governing Body, the RTC will send the Bidder who will be recommended for award of the Contract the RTC-Contractor Agreement (see “Sample RTC-Contractor Agreement in NGEM Attachments Tab) which incorporates the General Conditions and other documents as a part thereof. A binding contract will not exist between the parties until (i) the RTC has executed the RTC-Contractor Agreement, (ii) the Governing Body awarded the bid and approved the RTC-Contractor Agreement, and (iii) all of the bonds, certificates of insurance and other required documents have been executed and submitted to the RTC after the award. The failure to execute the RTC-Contractor Agreement as required herein or submission of all bonds, certificates of insurance and other required documents may be cause to not award or rescind the award, require the forfeiture of the Bid Security and award or re-award the Contract to the next lowest responsive and responsible Bidder or, if applicable, the Best Bidder.

B. **Submittal: Request for Waiver**

Within 10 days of bid-opening, the apparent low bidder must submit a Request for Waiver form, provided by the RTC, for the prime/bidder and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation shall be sent via email, to the project RTC Purchasing Representative. **If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.**

A request for waiver (for cause) can be submitted if:

a. No Registered Apprentice Programs exist for the craft/type of work required by the project; or
b. A request for Apprentices was denied, or not acted upon within 5 business days of submission; or
c. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the workforce/apprentice utilization forms and supporting documentation described above, within the required time, shall deem the bid non-responsive.

C. **Submittal: Bonds and Insurance**

Contractors are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents during the bidding phase. Within seven calendar days after issuance of the Notice of Award, the Bidder who has been awarded the Contract shall furnish to the RTC (i) the Performance Bond, Labor and Material Payment Bond, and the Guaranty Bond (see “Performance_Labor_Guaranty Bond Documents” in NGEM Attachments Tab) required under Section GC.7 of the General Conditions to the RTC-Contractor Agreement,
(ii) a completed certificate of insurance (sample found at http://www.rtcsnv.com/wp-content/uploads/2012/07/Insurance-Requirements-Construction.pdf "SAMPLE Construction Services Insurance Certificate") evidencing the procurement of the insurance coverages required under Section GC.8 of the General Conditions to the RTC-Contractor Agreement and (iii) an endorsement naming the RTC as an additional insured party as required under Section GC.8 of the General Conditions to the RTC-Contractor Agreement. The bonds and evidence of insurance and additional insured party shall be submitted on the aforementioned forms provided by the RTC.

If the bonds and insurance coverages are not provided within the time required herein, the RTC may (i) extend the submission deadline and deduct from the time allotted for the completion of the Work the same number of days that the Bidder has exceeded the deadline set forth herein for the submission of these documents, (ii) rescind the award, require the forfeiture of the Bid Security and re-award the Contract to the next lowest responsive and responsible Bidder or to the Best Bidder, as the case may be, or (iii) assess liquidated damages in the amount of $350.00 per calendar day for each day that the Bidder fails to submit the bonds and insurance, whichever remedy is determined by the RTC to be in its best interest.

IB.11 WITHDRAWAL OF BID

A. Pre-Bid Opening

NGEM: Prior to the bid opening, A Bidder may withdraw its electronic bid in NGEM by clicking on “Retract.”

B. Post-Bid Opening

No bids may be withdrawn for a period of 90 calendar days after the date of the bid opening. All responsive and responsible bids received are considered firm offers for the aforementioned time period and may be considered for award by the RTC. The Bidder’s offer will terminate with the expiration of the aforementioned time period, unless extended in writing by the Bidder, upon request by the RTC and mutual agreement by both parties. The RTC may allow the Bidder intended for the award of a contract to withdraw its Bid Proposal during the aforementioned period if a mistake of fact on the part of the Bidder has occurred in the preparation of its bid. The Bidder must immediately notify the RTC in writing upon discovery of the mistake. The written notice must include the following: (i) a request to withdraw its Bid Proposal, (ii) a detailed description of the nature of the mistake, (iii) an explanation of exactly how and why the mistake occurred, (iv) and an explanation of the corrective action that was, or will be implemented to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to the RTC’s satisfaction, the Bidder shall be prepared to meet with the RTC within 24 hours of notification to further review the request.

After reviewing the request, the RTC may elect to allow withdrawal of the Bid Proposal by the Bidder (i) without any further implications or penalty, (ii) upon forfeiture of the Bid Security, or (iii) upon forfeiture of the Bid Security and prohibition against the Bidder from bidding on future public work projects for such period of time as may be determined by the RTC, not to exceed three (3) years.

IB.12 LICENSING

Each Bidder must be qualified and possess the appropriate Nevada State Contractor’s License at the time of Bid Opening. Failure to comply with this requirement shall result in the rejection of the Bid Proposal submitted by the Bidder. Bidders are reminded that, pursuant to NRS 624.3015, bidding on a contract for work in excess of its limit and beyond the scope of its license is a violation of state law and grounds for disciplinary action by the Nevada State Contractors Board. The Bidder’s license classification, number and monetary limit must be indicated on the appropriate page in the Bid Proposal. Each Bidder and its Subcontractors shall comply with all provisions of NRS Chapter 624 during the bidding phase and NAC Chapter 624 through completion of the Project.

IB.13 LATE BIDS

Bids submitted are time-stamped upon receipt in the NGEM system or by the RTC 1st Floor Receptionist if a manual bid is submitted. Any Bid Proposal arriving after the scheduled due date and time of the Bid Due Date and time specified in the Schedule of Events will not be considered in the award of the Contract. Manual bids and will be returned to the Bidder unopened.

IB.14 EVALUATION OF BIDS
A. **Award Criteria**
   The bids will be evaluated by RTC staff evaluator(s) and or the RTC Governing Body for responsiveness and responsibility and award of the Contract shall be made to the lowest responsive and responsible Bidder as determined pursuant to the provisions of IB.15, or if applicable (locally funded projects only), to the Best Bidder who as a result of the provisions of NRS Chapter 338 becomes the lowest responsive and responsible Bidder.

If project is federally funded, and options are requested and offered, the total bid amount will be defined as the total of the base bid amount, plus all option amounts, even if none of those options are exercised and only the base bid is awarded. If a price index is specified as a price adjustment allowance for options instead of a specific amount, a 1% price increase adjustment will be calculated into the total bid amount for any option(s).

B. **Line Item Total Prices**
   The Bidder shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. For purposes of progress payments and change orders, the RTC will divide the item total by the estimated quantity contained in the Bid Proposal to arrive at a unit price (rounded down to the nearest cent). If there is no cost for a line item, the Bidder shall enter “0.” A Bidder who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive.

C. **Unit Prices: – NOT USED**

D. **Base Bid**
   The Bidder shall indicate the amount of its Base Bid for the Project by completing the Bid Line Items section of the Line Items Tab (see Line Items Tab in NGEM). The failure of the Bidder to complete the Bid Line Items section of the Line Items Tab shall result in the rejection of the Bid.

E. **Additive Alternate Bids:**
   In addition to the Base Bid, the Bidder shall indicate the amount of each Additive Alternate Bid by completing the applicable section of the Bid Schedule in NGEM. At the time of the award of the Contract, the RTC may, in its sole discretion, elect to include any or all of the Additive Alternate Bids as part of the Project. If the RTC requests more than one Additive Alternate Bid, then each one shall be listed in order of priority and the selection for inclusion as a part of the Project shall be exercised according to such priority depending on the availability of funding for the Project. The cost of each Additive Alternate Bid exercised by the RTC (the cost of which is not included in the Base Bid) is combined with the cost of the Base Bid in determining the lowest responsive and responsible Bidder. The failure to complete the Additive Alternate Bid section of the Bid Schedule shall result in the rejection of the Bid Proposal.

F. **Additive/Deductive Unit Price Bids – NOT USED**

G. **Award of Contract**
   After the bid opening, the Purchasing Representative shall evaluate all of the Bids and formulate a recommendation as to the award of the Contract. After the award, contingent upon submission of the submittals, the Purchasing and Contracts Division shall notify the successful Bidder of the impending award, and send the RTC-Contractor Agreement to be executed by the Bidder. The Purchasing and Contracts Division will send the RTC-Contractor Agreement via DocuSign. The Bidder shall utilize the Notice of Award to obtain the bonds and insurance required under IB.7 and IB.10. Notwithstanding the award of the Contract, there is no binding or legally enforceable agreement against the RTC until the RTC-Contractor Agreement is actually executed by the RTC and the bonds have been provided, and until such time of execution, the RTC reserves the right to rescind the award.

**IB.15 DETERMINATION OF LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

A. **Determination of Lowest**
   The lowest Bidder is the Bidder who has submitted the lowest Base Bid, if only the Base Bid is to be awarded, or if applicable, the lowest total of the Base Bid and each Additive Alternate Bid selected by the RTC to be a part of the Project. The Best Bidder may become the lowest Bidder as a result of the preference set forth in NRS Chapter 338, if applicable (on 100% locally funded projects only which exceed $250,000). There is no
geographical preference on Federally Funded Projects.

B. Determination of Responsible

As a pre-requisite to the award of the Contract, the lowest Bidder or, if applicable, the Best Bidder must be a responsible bidder as determined by the RTC. In determining such responsibility, the RTC may take into consideration, including but not limited to, the criteria set below:

1. Whether the Bidder possesses a valid contractor’s license of a class corresponding to the Work to be required by the RTC;
2. Whether the Bidder has the ability to obtain the necessary bonding for the Work to be required by the RTC;
3. Whether the Bidder has successfully completed three (3) projects of similar work during the five (5) years immediately preceding the date of submission of the Bid Proposal as the Work to be required by the RTC;
4. Whether the principal personnel employed by the Bidder have the necessary professional qualifications and experience for the Work to be required by the RTC;
5. Whether the Bidder has breached any contracts with a public agency or person in this state or any other state during the five (5) years immediately preceding the date of submission of the Bid;
6. Whether the Bidder has been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895;
7. Whether the Bidder has been convicted of a violation for discrimination in employment during the two (2) years immediately preceding the date of submission of the Bid;
8. Whether the Bidder has the ability to obtain and maintain insurance coverage for public liability and property damage within limits sufficient to protect the Bidder and all the subcontractors of the Bidder from claims for personal injury, accidental death and damage to property that may arise in connection with the work to be required by the RTC;
9. Whether the Bidder has a safety program that complies with the requirements of Chapter 618 of NRS;
10. Whether the Bidder has been disciplined or fined by the State Contractors’ Board or another state or federal agency for conduct that relates to the ability of the applicant to perform the work to be required by the RTC;
11. Whether, during the five (5) years immediately preceding the date of submission of the Bid Proposal the Bidder has filed as a debtor under the provisions of the United States Bankruptcy Code;
12. Whether, during the five (5) years immediately preceding the date of submission of the Bid, the Bidder has, as a result of causes within the control of the Bidder or a subcontractor or supplier of the Bidder, failed to perform any contract:
   a) In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative;
   b) Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or
   c) For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative.
13. Whether the Bidder has received a satisfactory or unsatisfactory overall rating on the Contractor Evaluation Form for prior public work projects of the RTC.

Evidence of any failure described in this IB.15.B may include, without limitation, the assessment of liquidated damages against the Bidder, the forfeiture of any bonds posted by the Bidder, or the existence of an arbitration award or a decision by a court of law against the Bidder.

For purposes of this IB.15.B, “successfully completed” means the Bidder has completed at least three (3) projects similar as the work required for this project in a manner which was acceptable to the party contracting with the Bidder for the public work project, and that there is no arbitration or litigation filed by such party, the Bidder or any subcontractor, supplier or workman of the Bidder which is pending or completed in connection with the prior project. In the event arbitration or litigation is pending, the Bidder may provide evidence to the RTC that the disputes involved therein do not reflect negatively upon the Bidder’s ability to perform the Project or, for the most part, are in favor of the Bidder. Upon request of the RTC, the Bidder shall submit collaborating evidence of the successful completion of the public work project from the Party contracting for the work.

The Bidder cannot avoid its previous work history by means of a company name change, ownership change,
change in the form of business entity, change in licensing or bonding status, or bankruptcy, if any key personnel (an individual with an active ownership interest or a corporate officer) remain the same or if the Bidder’s business location remains the same after the change.

C. Determination of Responsiveness

As a pre-requisite to the award of the Contract, and in addition to the determination that the Bidder is responsible, the lowest Bidder or Best Bidder, as the case may be, must be a responsive Bidder as determined by the RTC. In determining whether the Bidder is responsive, any one or more of the following may be considered, as applicable:

1. Evidence of collusion amongst the Bidders as described in IB.23;
2. Bidders must quote all items and agree to provide the bonds and insurance, as applicable as stated herein, to be responsive and considered for award. Failure to properly complete the Bid Proposal furnished by the RTC and to otherwise comply with the requirements of IB.7;
3. Failure to attend the mandatory pre-bid conference scheduled by the RTC, if applicable;
4. Failure of an authorized representative to sign the Bid Proposal or submit an electronic bid via NGEM as required by IB7;
5. Failure to submit the Bid Security with the Bid Proposal as required pursuant to IB.7;
6. Failure to complete and submit the Subcontractor Listings as required by IB.7 and IB.8, as applicable, or circumventing the Subcontractor List requirements by disingenuous issuance of contracts or purchase orders that avoid such listing, whether these acts and omissions are intentional or otherwise;
7. Failure to submit the Bid Schedule of Values as required by IB.9;
8. Failure to provide the name of the Superintendent and submit Superintendent Project Resume as required by IB.9;
9. Failure to submit the List of Completed Projects as required by IB.9;
10. Failure to submit the Supplier Listing as required by IB.9;
11. Failure to provide the Certificate of Eligibility as required by IB.8 (if applicable);
12. Failure to obtain the licensing as required by IB.12;
13. Failure to complete the Additive Alternate Bid Section in the Bid Schedule as required by IB.14 (if applicable);
14. Failure to complete the Additive/Deductive Unit Price Bid Section in the Bid Schedule as required by IB.14 (if applicable);
15. Failure to submit all completed Federal Certifications, as required by IB.7;
16. Failure to comply with any other requirement of the Instructions to Bidders.

The failure to comply with the requirements of the Instructions to the Bidders shall result in the automatic rejection of the Bid Proposal submitted by the Bidder if rejection is expressly provided for in the Instructions to Bidders. In the case of such automatic rejection, the requirement has been determined to be a material requirement by the RTC. For those requirements in the Instructions to Bidders for which (i) the consequences have not been expressly provided for, or (ii) the consequences state that the Bid Proposal may be rejected, the RTC shall have the discretion as to whether or not to waive the requirement entirely, or to require compliance with the requirement after the bid opening, whichever is determined to be in its best interests.

IB.16 SUBSTITUTION OF SUBCONTRACTORS

The Bidder shall not substitute any person for itself, or substitute any Subcontractor listed on the 5% Subcontractor List or the 2 Hour Subcontractor List, as applicable, except as provided pursuant to NRS Section 338.141, 338.13895 and 338.1475. 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 that the Contractor would perform, 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. If the RTC or State Labor Commissioner’s Office has determined that a listed Subcontractor failed to pay prevailing wages for any reason, then this failure shall be cause for, but not necessarily the obligation of, the RTC to request a substitution of the Subcontractor.

As a requirement of the Contract executed with the RTC, the Bidder will be responsible for the acts or omissions of
its Subcontractors and of the persons directly or indirectly employed by them. The RTC may request a copy of any or all subcontracts entered into by the Bidder which are a part of the Bid Proposal submitted to the RTC if such request is within the provisions of NRS 338.140(1)(d).

**IB.17 BID IRREGULARITIES**

The RTC reserves the right to waive any formality or irregularity in any submitted Bid Proposal, or to reject any or all of the submitted Bid Proposals. In the case of the rejection of all of the Bid Proposals, the RTC reserves the right to advertise for new Bid Proposals, proceed to do the Work itself or take no further action, whichever is in the best interest of the RTC.

**IB.18 RESOLVING TIE BIDS**

The procedure for resolving Tie Bids is to hold a public drawing. The winner of the draw shall be recommended for award of the Contract. RTC’s Purchasing & Contracts will notify the tied Bidders of the time and place of the drawing and invite the tied Bidders to attend, but attendance is not mandatory for the drawing. The drawing will be held in the presence of a minimum two employees of the Purchasing & Contracts department.

**IB.19 BID PROTESTS**

**A. Protest Procedure**

Any Bidder may protest to the RTC 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 RTC, 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 RTC, and will be returned to the submitting party without any further action by the RTC.

1. **Filing a Notice of Protest on a Bid** A Bidder may file a notice of protest with the RTC if:
   a) It submitted a bid on a contract that was required to be advertised pursuant to NRS 338; and
   b) The bids were opened;
   c) Within 5 business days after the date the recommendation to award a contract was issued, the Bidder files a notice of protest regarding the awarding of the contract;
   d) The Bidder believes the applicable provisions of law were violated.

2. **Notice of Protest Procedure**
   a) 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.
   b) A Bidder filing a notice of protest is required by the RTC, 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 RTC, to the RTC 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.
   c) Protests must be submitted in writing within five business days after the date the recommendation to award a contract was issued. Protests must be submitted to: Regional Transportation Commission, Attn: Manager, Purchasing & Contracts, 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89106-4512.
   d) All protests must be received at the appropriate RTC’s address listed above during normal office hours.

3. **Effect of Protests on Procurement Action**
   a) 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 RTC on
the protest.

b) A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the RTC has made a determination of the protest and awarded the project.

c) The RTC 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.

d) 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 RTC in an amount equal to the expenses incurred by the RTC 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.

4. Resolution of Protests

a) Upon receipt of a notice of protest, the Purchasing & Contracts office 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 RTC, 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, RTC need not consider the protest any further.

b) 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.

c) 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 RTC’s own investigation and analysis of what provisions of the law were violated.

d) If the protest is upheld, the RTC will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, RTC determination or termination of the contract.

e) If the protest is denied, the RTC will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

f) 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.

5. Federal Transit Administration Appeals

a) If the RTC procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

b) The initial protest must be reported or disclosed by the RTC to the FTA.

c) 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 RTC’s decision on the bid protest.

d) Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the RTC to have written protest procedures or to have followed such protest procedures.

e) In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the RTC’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 RTC’s failure to render a final determination of the protest.

f) 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.

g) 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.

B. No Liability for Protest Expenses
Neither the RTC, nor its employees will be liable for any costs, expenses or damages incurred by the Bidder in connection with the protest, such as, but not necessarily limited to, attorney fees, loss of income, bid preparation costs, bid protest costs or other damages sustained by the Bidder.

IB.20 SUPPLIER DIVERSITY

A. Additional Information
Any Bidder needing additional information on the RTC’s Supplier Diversity Policy may contact the Purchasing and Contracts DBE Liaison.

IB.21 LIQUIDATED DAMAGES
Time is of the essence in the completion of this Project. The Bidder acknowledges and agrees that if the Project is not completed on time, or there is a failure to meet the milestones set forth in the Guaranteed Project Schedule, the RTC and, if applicable because of the nature of the Project, the general public, will suffer damages, the amount and extent of which are uncertain and immeasurable since such damages involved not only additional monetary expense to the RTC, but the lack of use and enjoyment of the Project by the RTC and/or the general public. For the aforementioned reasons, each Bidder is directed to review Section GC.6 of the General Conditions (“Sample-RTC-Contractor Agreement” on NGEM Attachments Tab) and/or in the Special Provisions which impose Liquidated Damages upon the Bidder for failure to complete the Project on time, or to meet the milestones set forth in the Guaranteed Project Schedule.

Liquidated Damages are provided for in Section GC.6 (all paragraphs except GC.6.B) of the General Conditions in the amount of $350.00 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.

IB.22 APPLICABLE LAWS

A. In General
The Bidder should review Section GC.13 of the General Conditions (“Sample-RTC-Contractor Agreement” on NGEM Attachments Tab) that discuss the laws applicable to the Project. The laws listed therein, and which may be listed in this Section, are provided for informational purposes only, and are not intended to be exhaustive of all of the laws that may apply to the Project. Each Bidder is responsible for being aware of the federal, state and local laws that may apply to the Project, and for taking into account the effect such laws may have in the preparation of its Bid Proposal submitted to the RTC.

B. Compliance with Federal, State and Local Laws
The Bidder who is awarded the Project, and each Subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project, shall comply with the requirements of the applicable federal, state and local laws including, without limitation, the applicable requirements for licensing and the payment of sales and use taxes on equipment, materials and supplies provided for the Project.

C. Nevada OSHES Notification
Regulations for the Nevada Occupational Safety and Health Enforcement Program adopted pursuant to NRS Chapter 618 requires written notice to the Nevada Occupational Safety and Health Enforcement Section (OSHES) of the Industrial Relations Division of the Business and Industry Administration, State of Nevada, before commencing construction on certain projects.

The Bidder awarded the contract must provide such notice if the Project meets at least one of the following criteria:
1. A new or renovated building or structure that has a ground floor which is more than 30 feet above or below ground level;
2. A new building or structure that has an initial construction cost of $10,000,000 or more;
3. A new building or structure which, when completed, will be 50,000 square feet or more; or
4. A new building or structure which, when completed, will be more than 60 feet above the ground, excluding any antenna, smokestack, flagpole, or similar attachment.
Failure to notify OSHES if the Project meets one or more of the above criteria will result in an issuance of a citation and imposition of a monetary penalty.

The written notice must be provided to the chief of OSHES. The notice must include at least the following information: height, square footage, type of construction, total cost of construction, and the location of the project. The “Regulated Construction Projects Notification Form” ([http://4safenv.state.nv.us/sites/default/files/assets/docs/(PreCon)%20Regulated%20Construction%20Project%20Notification%20Form%20070215.pdf](http://4safenv.state.nv.us/sites/default/files/assets/docs/(PreCon)%20Regulated%20Construction%20Project%20Notification%20Form%20070215.pdf)), (see “Regulated Construction Projects Notification Form” on NGEM Attachments Tab) is attached hereto for use in notifying OSHES of the Project. This form contains space for more information than is required by Nevada Administrative Code 618.505. OSHES utilizes this information to determine whether an in-person pre-construction conference is necessary. Mail the completed form to OSHES at the address shown on the form.

D. Federal Conditions

This project is funded in part by federal funds. Therefore, the Federal Conditions in Exhibit D to the RTC-Contractor Agreement apply. Bidders shall complete all certifications in the Federal Conditions Fill-In Forms and submit them with their Bid. **The failure of the Bidder to complete the Federal Conditions Fill-In Forms** (see “Federal Conditions Fill-In Forms” on the NGEM Attachments Tab) shall result in the rejection of the Bid as being non-responsive.

IB.23 COLLUSION AND ADVANCE DISCLOSURE

Any evidence of agreement or collusion amongst the Bidders, acting to restrict freedom of competition by agreement to bid a fixed price or otherwise, will render void the bids of such Bidders. The disclosure of any information to any Bidder which gives the Bidder a competitive advantage over other competing Bidders in advance of the bid opening may be cause for any or all Bids received to be rejected and the Project may be re-bid.

IB.24 SOCIAL RESPONSIBILITY AND SUSTAINABILITY

Social Responsibility and Sustainability mean encouraging an organization to reduce the negative impact of its functionality and to enhance the positive impact of its functionality in the community and the environment, and to improve diversity. In concert with the RTC’s goals of social responsibility and sustainability, it asks that its contractors also give consideration to committing to these goals. Consistent with the best interests of the public, each Proposer is encouraged to achieve social responsibility and sustainability commitments in the areas of: community, diversity and inclusiveness, both from a supply base and workforce perspective; environment; the identity and location of its supply chain vendors; ethics and business conduct; financial responsibility; human rights; and health and safety.

IB.25 PUBLIC RECORDS

The RTC is a public agency as defined by state law subject to the Nevada Public Records Law (NRS Chapter 239). All of the RTC’s records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. The Bidder is advised that with the opening of the Bid Proposal by the RTC, the contents become a public record and nothing contained in the Bid Proposal will be deemed to be confidential. The Bidder should not include any information in the Bid Proposal that is proprietary in nature or that it would not want to be released to the public.

IB.26 SUMMARY OF DOCUMENTS REQUIRED TO BE SUBMITTED

Only the documents marked with an asterisk (*) in NGEM are required to be completed and submitted with the Bid. (see Attachments tab, Attributes tab, Line Items tab, and Response Attachments tab in NGEM). These applicable documents are required for informational and/or award purposes, and will be incorporated into the RTC-Contractor Agreement:
A. **ALL BIDDERS**: Documents to be completed and uploaded in NGEM as part of the electronic or sealed Bid:

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Business License</td>
<td>License supplied by Bidder</td>
</tr>
<tr>
<td>Bid Proposal Information</td>
<td>Form found on Attachments Tab in NGEM.</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>Form found on Attachments Tab in NGEM; or Cashier’s Check, Certified Check or Money Order</td>
</tr>
<tr>
<td>5% Subcontractor List</td>
<td>Form found on Attachments Tab in NGEM.</td>
</tr>
<tr>
<td>Organizational Conflict of Interest</td>
<td>Form found on Attachments Tab in NGEM.</td>
</tr>
<tr>
<td>Disclosure of Ownership Form</td>
<td>Form found on Attachments Tab in NGEM.</td>
</tr>
<tr>
<td>Federal Conditions Fill-In Forms</td>
<td>Forms found on Attachments Tab in NGEM.</td>
</tr>
<tr>
<td>Valid Certificate of Eligibility (to receive a preference in bidding on public works projects which are 100% locally funded projects $250,000 and over only)</td>
<td>NOT USED</td>
</tr>
</tbody>
</table>

B. **THREE APPARENT LOW BIDDERS**: Document to be submitted within two hours after the completion of the Bid Opening. These forms may also be submitted with the bid.

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Hour Subcontractor List</td>
<td>Form found on Attachments Tab in NGEM.</td>
</tr>
<tr>
<td>Affidavit Pertaining to Preference Eligibility, if Bidder wishes to receive the preference in bidding (100% Locally Funded Projects $250,000 and over only)</td>
<td>NOT USED</td>
</tr>
</tbody>
</table>

C. **THREE APPARENT LOW BIDDERS**: Documents to be submitted by the prescribed time, one business day after Bid Opening. These forms may also be submitted with the bid.

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of MBE/WBE/SBE/DVBE/PCBE Subcontractors</td>
<td>Sample form found on Attachments Tab in NGEM. Bidder to upload on the NGEM Response Attachments tab.</td>
</tr>
<tr>
<td>Bid Schedule of Values</td>
<td>Form found on Attachments Tab in NGEM. Bidder to upload on the NGEM Response Attachments tab.</td>
</tr>
<tr>
<td>List of Completed Projects</td>
<td>Form found on Attachments Tab in NGEM. Bidder to upload on the NGEM Response Attachments tab.</td>
</tr>
<tr>
<td>Supplier List</td>
<td>Form found on Attachments Tab in NGEM. Bidder to upload on the NGEM Response Attachments tab.</td>
</tr>
<tr>
<td>Superintendent Resume</td>
<td>Resume of completed projects by the Superintendent in his or her capacity as a superintendent. Bidder to upload on the NGEM Response Attachments tab.</td>
</tr>
<tr>
<td>Project Workforce Checklist</td>
<td>The three lowest BIDDERS MUST SUBMIT a completed and signed form for each named subcontractor. Bidder to upload on the NGEM Response Attachments tab, submit to RTC front desk or email to the Designated Contact.</td>
</tr>
</tbody>
</table>
D. **APPARENT LOW BIDDER:** Documents to be submitted by the prescribed time, Ten (10) business days after Bid Opening. These forms may also be submitted with the bid:

| Request for Waiver | Within 10 days of bid-opening, the apparent low BIDDER must submit a Request for Waiver form, for the prime/bidder and all named subcontractors submit via email to the Designated Contact. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above. |

E. **RECOMMENDED BIDDER:** Document to be executed prior to the award of bid by the Governing Body:

| RTC-Contractor Agreement | RTC will send Agreement to Recommended Bidder |

F. **AWARDED BIDDER:** Documents to be submitted within seven calendar days after issuance of Notice of Award of Contract:

| Performance Bond | Form found on Attachments Tab in NGEM. |
| Labor and Material Bond | Form found on Attachments Tab in NGEM. |
| Guaranty Bond | Form found on Attachments Tab in NGEM. |
| Regulated Construction Projects Notification Form | Form found on Attachments Tab in NGEM or at [http://4safenv.state_nv.us/sites/default/files/assets/docs/(PreCon)%20Regulated%20Construction%20Project%20Notification%20Form%20070215.pdf](http://4safenv.state_nv.us/sites/default/files/assets/docs/(PreCon)%20Regulated%20Construction%20Project%20Notification%20Form%20070215.pdf) |
May 5, 2020

ADDENDUM NO. 01

INVITATION TO BID (ITB) NO. 15-069CON
PWP NO. CL-2020-367
CNG FUELING INFRASTRUCTURE UPGRADES PROJECT

The Regional Transportation Commission of Southern Nevada (RTC) herewith issues this Addendum to the above-referenced project. Except as modified herein, all other addenda, terms and conditions shall remain in effect.

BID SUBMISSION DEADLINE REMAINS JUNE 16, 2020 AT 3:00P.M.

1. ATTACHMENT TAB IN NGEM- RTC PLANS and SPECIFICATIONS

   A. ADD: DOCUMENT
      Construction Plans and Specifications for IBMF.

   B. ADD: DOCUMENTS
      Construction Plans and Specifications for SMF.

******************************************************************************

Sincerely,

Royal Alexander
Royal Alexander
Purchasing and Contracts
May 21, 2020

ADDENDUM NO. 02

INVITATION TO BID (ITB) NO. 15-069CON
PWP NO. CL-2020-367
CNG FUELING INFRASTRUCTURE UPGRADES PROJECT

The Regional Transportation Commission of Southern Nevada (RTC) herewith issues this Addendum to the above-referenced project. Except as modified herein, all other addenda, terms and conditions shall remain in effect.

BID SUBMISSION DEADLINE REMAINS JUNE 16, 2020 AT 3:00P.M.

1. SITE VISITS

   A. SITE VISITS WILL BE HELD ON THE FOLLOW DATES AND TIME.
   
   Click here to sign up for the site visit.

     May 27, 2020
     Integrated Bus Maintenance Facility (IBMF)
     (Address 3210 Citizen Avenue North Las Vegas, NV 89032) * Meeting location: East Evans Avenue on Simmons across from the Main Entrance of IBMF
     8:00am – 9:00am
     9:00am – 10:00am
     10:00am – 11:00am
     11:00am – 12:00pm

     May 27, 2020
     Sunset Maintenance Facility (SMF)
     (5165 West Sunset Road Las Vegas, NV 89118) *Meeting location North dirt lot along Sunset Road – across from the Main Entrance of SMF
     2:00pm – 3:00pm
     3:00pm – 4:00pm
     4:00pm – 5:00pm

     May 28, 2020
     Integrated Bus Maintenance Facility (IBMF)
     (Address 3210 Citizen Avenue North Las Vegas, NV 89032) * Meeting location: East Evans Avenue on Simmons across from the Main Entrance of IBMF
     8:00am – 9:00am
     9:00am – 10:00am
     10:00am – 11:00am
     11:00am – 12:00pm
May 28, 2020
Sunset Maintenance Facility (SMF)
(5165 West Sunset Road Las Vegas, NV 89118) *Meeting location North dirt lot along Sunset Road – across from the Main Entrance of SMF
2:00pm – 3:00pm
3:00pm – 4:00pm
4:00pm – 5:00pm

B. To comply with COVID-19 Social Distancing requirements, we are limiting the number of vendors entering the facilities. Make sure you have a construction safety vest on your person and any additional Personal Protection Equipment deemed necessary.

C. Visitors will only be allowed on site in a company marked vehicle. No personal vehicles will be allowed.

D. If you have any trouble signing in or if all spaces are filled, please email alexanderro@rtsnv.com for additional information.

2. QUESTIONS TAB IN NGEM


******************************************************************************************************

Sincerely,
Royal Alexander
Royal Alexander
Purchasing and Contracts
JUNE 9, 2020

ADDENDUM NO. 03

INVITATION TO BID (ITB) NO. 15-069CON
PWP NO. CL-2020-367
CNG FUELING INFRASTRUCTURE UPGRADES PROJECT

The Regional Transportation Commission of Southern Nevada (RTC) herewith issues this Addendum to the above-referenced project. Except as modified herein, all other addenda, terms and conditions shall remain in effect.

BID SUBMISSION DEADLINE REMAINS JUNE 16, 2020 AT 3:00P.M.

1. SECTION 26 05 11 REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

   A. DELETE section 26 05 11 and REPLACE with section 26 05 11 Addendum No 3.

2. IBMF ELECTRICAL PLANS

   A. DELETE Sheets 1E-101, 1E-102, 1E-103, 1E-105 and 1E-601 and REPLACE with updated sheets 1E-101, 1E-102, 1E-103, 1E-105 and 1E-601.

3. ATTACHMENTS

   A. ADD IBMF Bill of Materials.

   B. ADD Southwest Gas design.

   C. ADD Comment and Response sheet.

***********************************************************************

Sincerely,

Royal Alexander
Royal Alexander
Purchasing and Contracts

***********************************************************************
SECTION 26 05 11 - REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

PART 1 - GENERAL

1.1 DESCRIPTION
A. This section applies to all sections of Division 26.
B. Furnish and install electrical systems, materials, equipment, and accessories in accordance with the specifications and drawings. Capacities and ratings of motors, transformers, conductors and cable, switchboards, switchgear, panelboards, motor control centers, generators, automatic transfer switches, and other items and arrangements for the specified items are shown on the drawings.
C. Electrical service entrance equipment and arrangements for temporary and permanent connections to the electric utility company's system shall conform to the electric utility company's requirements. Coordinate fuses, circuit breakers and relays with the electric utility company's system and obtain electric utility company approval for sizes and settings of these devices.
D. Conductor ampacities specified or shown on the drawings are based on copper conductors, with the conduit and raceways sized per NEC. Aluminum conductors are not acceptable.

1.2 MINIMUM REQUIREMENTS
A. The International Building Code (IBC), National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL), and National Fire Protection Association (NFPA) codes and standards are the minimum requirements for materials and installation. Applicable Editions shall be as adopted by the local jurisdiction at the time the permit for the project is issued.
B. The drawings and specifications shall govern in those instances where requirements are greater than those stated in the above codes and standards.

1.3 TEST STANDARDS
A. All materials and equipment shall be listed, labeled, or certified by a Nationally Recognized Testing Laboratory (NRTL) to meet applicable Underwriters Laboratories, Inc. (UL), standards.
B. Definitions:
   1. Listed: Materials and equipment included in a list published by an organization that is acceptable to the Authority Having Jurisdiction and concerned with evaluation of products or services, that maintains periodic inspection of production or listed materials and equipment or periodic evaluation of services, and whose listing states that the materials and equipment either meets appropriate designated standards or has been tested and found suitable for a specified purpose.
   2. Labeled: Materials and equipment to which has been attached a label, symbol, or other identifying mark of an organization that is acceptable to the Authority Having Jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of labeled materials and equipment, and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.
   3. Certified: Materials and equipment which:
a. Have been tested and found by a NRTL to meet nationally recognized standards or to be safe for use in a specified manner.

b. Are periodically inspected by a NRTL.

c. Bear a label, tag, or other record of certification.

4. Nationally Recognized Testing Laboratory: Testing laboratory which is recognized and approved by the Secretary of Labor in accordance with OSHA regulations.

1.4 QUALIFICATIONS (PRODUCTS AND SERVICES)

A. Manufacturer's Qualifications: The manufacturer shall regularly and currently produce, as one of the manufacturer's principal products, the materials and equipment specified for this project, and shall have manufactured the materials and equipment for at least five years.

B. Product Qualification:

1. Manufacturer's materials and equipment shall have been in satisfactory operation, on three installations of similar size and type as this project, for at least five years.

2. The Owner's Representative reserves the right to require the Contractor to submit a list of installations where the materials and equipment have been in operation before approval.

C. Service Qualifications: There shall be a permanent service organization maintained or trained by the manufacturer which will render satisfactory service to this installation within four hours of receipt of notification that service is needed. Submit name and address of service organizations.

1.5 APPLICABLE PUBLICATIONS

A. Applicable publications listed in all Sections of Division 26 are the issue adopted by the Authority Having Jurisdiction at the time the permit for the project is issued, unless otherwise noted. If no issue of a publication has been explicitly adopted by the Authority Having Jurisdiction, the latest publication date of the publication, at the time the Contractor's bid is submitted, shall be used.

B. Products specified in all sections of Division 26 shall comply with the applicable publications listed in each section.

1.6 MANUFACTURED PRODUCTS

A. Materials and equipment furnished shall be of current production by manufacturers regularly engaged in the manufacture of such items, and for which replacement parts shall be available. Materials and equipment furnished shall be new, and shall have superior quality and freshness.

B. When more than one unit of the same class or type of materials and equipment is required, such units shall be the product of a single manufacturer.

C. Equipment Assemblies and Components:

1. Components of an assembled unit need not be products of the same manufacturer.

2. Manufacturers of equipment assemblies, which include components made by others, shall assume complete responsibility for the final assembled unit.

3. Components shall be compatible with each other and with the total assembly for the intended service.
4. Constituent parts which are similar shall be the product of a single manufacturer.

D. Factory wiring and terminals shall be identified on the equipment being furnished and on all wiring diagrams.

E. When Factory Tests are specified, Factory Tests shall be performed in the factory by the equipment manufacturer, and witnessed by the contractor. In addition, the following requirements shall be complied with:

1. The Project Manager shall have the option of witnessing factory tests. The Contractor shall notify the Project Manager a minimum of thirty (30) days prior to the manufacturer’s performing of the factory tests and allow witnessing of the tests by the Project Manager if desired.

2. When factory tests are successful, contractor shall furnish PDFs of the equipment manufacturer’s certified test reports to the Project Manager fourteen (14) days prior to shipment of the equipment, and not more than ninety (90) days after completion of the factory tests.

3. When factory tests are not successful, factory tests shall be repeated in the factory by the equipment manufacturer, and witnessed by the Contractor. The Contractor shall be liable for all additional expenses for re-testing.

1.7 VARIATIONS FROM CONTRACT REQUIREMENTS

A. Where the Project Manager or the Contractor requests variations from the contract requirements, the connecting work and related components shall include, but not be limited to additions or changes to branch circuits, circuit protective devices, conduits, wire, feeders, controls, panels and installation methods. If modifications to the Construction Documents are required due to a change initiated by the Contractor, the contractor shall reimburse the Engineer for the costs of such modifications.

1.8 MATERIALS AND EQUIPMENT PROTECTION

A. Materials and equipment shall be protected during shipment and storage against physical damage, vermin, dirt, corrosive substances, fumes, moisture, cold and rain.

1. Store materials and equipment in a clean dry space, with uniform temperature to prevent condensation, acceptable to the Owner's Representative.

2. During installation, equipment shall be protected against entry of foreign matter, and be vacuum-cleaned both inside and outside before testing and operating. Compressed air shall not be used to clean equipment. Remove loose packing and flammable materials from inside equipment.

3. Damaged equipment shall be repaired or replaced, as determined by the Owner's Representative.

4. Painted surfaces shall be protected with factory installed removable heavy Kraft paper, sheet vinyl or equal.

5. Damaged paint on equipment shall be repaired with the same quality of paint and workmanship as used by the equipment manufacturer, applied to the satisfaction of the Owner's Representative.

1.9 WORK PERFORMANCE

A. All electrical work shall comply with the requirements of NFPA 70 (NEC), NFPA 70B, NFPA 70E, OSHA Part 1910 sub part J – General Environmental Controls, OSHA Part
CNG Facility Upgrades - Phase B

100% Submittal

RTC of Southern Nevada

REQUIREMENTS FOR
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1910 sub part K – Medical and First Aid, and OSHA Part 1910 sub part S – Electrical, in addition to other references required by contract.

B. Job site safety and worker safety is the responsibility of the Contractor.

C. Electrical work shall be accomplished with all affected circuits or equipment de-energized.

D. For work that affects existing electrical systems, schedule work to assure minimal interference with normal functioning of the facility. Refer to Article OPERATIONS AND STORAGE AREAS under Section 01 00 00, GENERAL REQUIREMENTS.

E. New work shall be installed and connected to existing work in a workman-like manner. Disturbed or damaged work shall be replaced or repaired to its prior condition, as required by Section 01 00 00, GENERAL REQUIREMENTS.

F. Coordinate location of equipment and conduit with other trades to minimize interference.

1.10 EQUIPMENT INSTALLATION AND REQUIREMENTS

A. Equipment location shall be as close as practical to locations shown on the drawings.

B. Working clearances shall not be less than specified in the NEC.

C. Inaccessible Equipment:

1. Where the Owner's Representative determines that the Contractor has installed equipment not readily accessible for operation and maintenance, the equipment shall be removed and reinstalled as directed at no additional cost to the Owner.

2. "Readily accessible" is defined as being capable of being reached quickly for operation, maintenance, or inspections without the use of ladders, or without climbing or crawling under or over obstacles such as, but not limited to, motors, pumps, belt guards, transformers, piping, duct work, conduit and raceways.

D. CNG Motor Terminations

1. Inside the CNG skid, ensure the junction box before the motor terminal connection is provided from the factory facing at an angle that allows sufficient front cover access. Ensure J-box holes to connect the motor raceway are deburred and smooth with rubber gasket over edges to prevent damage to motor conductors. Install conductors using method that will leave cables protected from rubbing with bending radius stress minimized.

1.11 EQUIPMENT IDENTIFICATION

A. In addition to the requirements of the NEC, install an identification sign which clearly indicates information required for use and maintenance of items such as switchboards and switchgear, panelboards, cabinets, motor controllers, fused and non-fused safety switches, generators, automatic transfer switches, separately enclosed circuit breakers, individual breakers and controllers in switchboards, switchgear and motor control assemblies, control devices and other significant equipment.

B. Identification signs for equipment shall be laminated white phenolic resin with a black core with engraved lettering. Lettering shall be a minimum of 12 mm (1/2 inch) high. Identification signs shall indicate equipment designation, rated bus amperage, voltage, number of phases, and number of wires. Secure nameplates with stainless steel screws.

C. Install adhesive arc flash warning labels on all equipment as required by NFPA 70E. Label shall show specific and correct information for specific equipment based on its arc flash calculations. Obtain Arc Flash calculations for the existing Service Switchboards.
(SEs) and for downstream switchboards from the SES equipment manufacturer. Labels shall show the following:

1. Nominal system voltage.
2. Arc flash boundary (inches).

3. Available arc flash incident energy at the corresponding working distance (calories/cm²).
4. Required PPE category and description.
5. Limited approach distance (inches), restricted approach distance (inches).
6. Equipment/bus name, date prepared, and manufacturer name and address.

1.12 SUBMITTALS

A. Submit to the Owner’s Representative, in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

B. The Owner’s Representative’s approval shall be obtained for all materials and equipment before delivery to the job site. Delivery, storage or installation of materials and equipment which has not had prior approval will not be permitted.

C. All submittals shall be in electronic format (PDFs) of adequate descriptive literature, catalog cuts, shop drawings, test reports, certifications, samples, and other data necessary for the Owner’s Representative to ascertain that the proposed materials and equipment comply with drawing and specification requirements. Catalog cuts submitted for approval shall be legible and clearly identify specific materials and equipment being submitted.

D. Submittals for individual systems and equipment assemblies which consist of more than one item or component shall be made for the system or assembly as a whole. Partial submittals will not be considered for approval.

   1. Mark the submittals, "SUBMITTED UNDER SECTION ________________”.

   2. Submittals shall be marked to show specification reference including the section and paragraph numbers.

   3. Submit each section separately.

E. The submittals shall include the following:

   1. Information that confirms compliance with contract requirements. Include the manufacturer’s name, model or catalog numbers, catalog information, technical data sheets, shop drawings, manuals, pictures, nameplate data, and test reports as required.

   2. Submittal information indicating, explicitly, the installation requirements necessary for the specific Seismic Zone where the equipment will be mounted. These requirements shall be part of the NRTL Listing documentation for the equipment.

   3. Elementary and interconnection wiring diagrams for communication and signal systems, control systems, and equipment assemblies. All terminal points and wiring shall be identified on wiring diagrams.

   4. Parts list which shall include information for replacement parts and ordering instructions, as recommended by the equipment manufacturer.

F. Maintenance and Operation (O&M) Manuals:
1. Submit as required for systems and equipment specified in the technical sections. Furnish in hardcover binders or an approved equivalent.

2. Inscribe the following identification on the cover: the words "MAINTENANCE AND OPERATION MANUAL," the name and location of the system, material, equipment, building, name of Contractor, and contract name and number. Include in the manual the names, addresses, and telephone numbers of each subcontractor installing the system or equipment and the local representatives for the material or equipment. The format of the O&M Manual cover for each system shall be consistent across all systems and be approved by the Owner's Representative.

3. Provide a table of contents and assemble the manual to conform to the table of contents, with tab sheets placed before instructions covering the subject. The instructions shall be legible and easily read, with large sheets of drawings folded in.

4. The manuals shall include:
   a. Internal and interconnecting wiring and control diagrams with data to explain detailed operation and control of the equipment.
   b. A control sequence describing start-up, operation, and shutdown.
   c. Description of the function of each principal item of equipment.
   d. Installation instructions.
   e. Safety precautions for operation and maintenance.
   f. Diagrams and illustrations.
   g. Periodic maintenance and testing procedures and frequencies, including replacement parts numbers.
   h. Performance data.
   i. Pictorial "exploded" parts list with part numbers. Emphasis shall be placed on the use of special tools and instruments. The list shall indicate sources of supply, recommended spare and replacement parts, and name of servicing organization.
   j. List of factory approved or qualified permanent servicing organizations for equipment repair and periodic testing and maintenance, including addresses and factory certification qualifications.

G. Approvals will be based on complete submission of shop drawings, manuals, test reports, certifications, and samples as applicable.

H. After approval and prior to installation, furnish the Owner's Representative with one sample of each of the following:

1. A minimum 300 mm (12 inches) length of each type and size of wire and cable along with the tag from the coils or reels from which the sample was taken. The length of the sample shall be sufficient to show all markings provided by the manufacturer.

1.13 SINGULAR NUMBER

A. Where any device or part of equipment is referred to in these specifications in the singular number (e.g., "the switch"), this reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

1.14 ACCEPTANCE CHECKS AND TESTS

A. The Contractor shall furnish the instruments, materials, and labor for tests.

B. Where systems are comprised of components specified in more than one section of

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100% Submittal
REQUIREMENTS FOR
ELECTRICAL INSTALLATIONS
Division 26, the Contractor shall coordinate the installation, testing, and adjustment of all components between various manufacturer’s representatives and technicians so that a complete, functional, and operational system is delivered to the Project Manager.

C. When test results indicate any defects, the Contractor shall repair or replace the defective materials or equipment, and repeat the tests. Repair, replacement, and retesting shall be accomplished at no additional cost to the Owner.

1.15 WARRANTY

A. All work performed and all equipment and material furnished under this Division shall be free from defects and shall remain so for a period of one year from the date of acceptance of the entire installation by the Owners Representative.

1.16 INSTRUCTION

A. Instruction to designated Government personnel shall be provided for the particular equipment or system as required in each associated technical specification section.

B. Furnish the services of competent and factory-trained instructors to give full instruction in the adjustment, operation, and maintenance of the specified equipment and system, including pertinent safety requirements. Instructors shall be thoroughly familiar with all aspects of the installation, and shall be factory-trained in operating theory as well as practical operation and maintenance procedures.

C. A training schedule shall be developed and submitted by the Contractor and approved by the Owners Representative at least 30 days prior to the planned training.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

---END---
PROVIDE AND INSTALL 300HP TWIN ANGI, 30" DIA. DUCT, HEAD, BASE, AND CABLE TRUNKING TO THE AMERICAN GENERATOR 300HP TWIN ANGI AND ADDITIONAL HOUSING TO THE AMERICAN GENERATOR 300HP TWIN ANGI TO THE STORAGE VESSEL. PROVIDE GUARDRAILS AND GUARDrails TO THE AMERICAN GENERATOR 300HP TWIN ANGI AND ADDITIONAL HOUSING TO THE AMERICAN GENERATOR 300HP TWIN ANGI TO THE STORAGE VESSEL.

CONNECT ESD C2 AND ESD C1 TO THE ESD-C2 AND ESD-C1 FOR THE BUILDING AND PARKING AREAS. REFER TO ANGI DRAWINGS FOR POINT OF ELECTRICAL CONNECTION TO SKID, EXTEND CONDUITS AND PROPER SIZE CONDUITS TO THE ESD-C2 AND ESD-C1 FOR THE BUILDING AND PARKING AREAS. REFER TO ANGI DRAWINGS FOR POINT OF ELECTRICAL CONNECTION TO SKID, EXTEND CONDUITS AND PROPER SIZE CONDUITS TO THE ESD-C2 AND ESD-C1 FOR THE BUILDING AND PARKING AREAS.

POWER UNDERGROUND SECTIONS FROM PILLARS TO PANELS TO CAN CONNECT AND TERMINATE PANELS.

REFER TO THE SINGLE LINE DIAGRAM ON SHEET 1E-601 FOR WIRING INFORMATION.

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REFER TO THE SINGLE LINE DIAGRAM ON SHEET 1E-601 FOR WIRING INFORMATION.

POWER UNDERGROUND SECTIONS FROM PILLARS TO PANELS TO CAN CONNECT AND TERMINATE PANELS.

REFER TO THE SINGLE LINE DIAGRAM ON SHEET 1E-601 FOR WIRING INFORMATION.

POWER UNDERGROUND SECTIONS FROM PILLARS TO PANELS TO CAN CONNECT AND TERMINATE PANELS.

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POWER UNDERGROUND SECTIONS FROM PILLARS TO PANELS TO CAN CONNECT AND TERMINATE PANELS.

REFER TO THE SINGLE LINE DIAGRAM ON SHEET 1E-601 FOR WIRING INFORMATION.

POWER UNDERGROUND SECTIONS FROM PILLARS TO PANELS TO CAN CONNECT AND TERMINATE PANELS.

REFER TO THE SINGLE LINE DIAGRAM ON SHEET 1E-601 FOR WIRING INFORMATION.

POWER UNDERGROUND SECTIONS FROM PILLARS TO PANELS TO CAN CONNECT AND TERMINATE PANELS.

REFER TO THE SINGLE LINE DIAGRAM ON SHEET 1E-601 FOR WIRING INFORMATION.
1. The General Contractor shall submit shop drawings during the construction phase and as-built drawings of all modified and installed conduit, wire, excavation, etc.

2. The General Contractor shall submit all wiring drawings as a submittal for review by the Owner and shall be provided in an as-built format.
Section Cover Sheet

Job Name:

RTC of Southern Nevada
Integrated Bus Maintenance Facility

CNG FUELING UPGRADES – PHASE A

Contents:

Tab #1    Bill of Materials

Contractor:  HELIX ELECTRIC

Distributor:  NEDCO Supply

Submitted by:  Javier Estevez
## SIEMENS

### BILL OF MATERIALS

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>ADD TO EXISTING SWITCHBOARD CNG1</strong></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>(1) 250AF 250AT 3P Circuit Breaker 65KAIC @ 480V.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>EATON #JGH3250FAG</strong></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>(1) Set Breaker Connecting Straps / Hardware Kit (single or double mount)</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>(1) JG Breaker Cover Plate</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>(1) Filler Plate (cover plate and filler plate must equal 8 ¼&quot;)</td>
</tr>
</tbody>
</table>

Rev. 1  Changed from Siemens to EATON to match existing equipment.  12-6-16
# SIEMENS

## BILL OF MATERIALS

<table>
<thead>
<tr>
<th>Line #</th>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Report Group:IBMFE</td>
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</tr>
<tr>
<td>24000</td>
<td>1</td>
<td>CNG1A--SB3 SWITCHBOARD</td>
</tr>
</tbody>
</table>


### SECT.1-AUXILIARY
- Section Type: Incoming Bussed Pull.
  - Seismic Qualification
  - Standard Frame
  - Undercoating (Includes Floor Plates)
  - Master Nameplate
  - 2,000 Aluminum Section Bus
  - 65°C Aluminum Std
  - 2,000 Amp Top Thru Bus
  - West Coast Outdoor Construction
  - 600 Kcmil Al/Cu 2000A Mechanical Lugs

### SECT.2-AUXILIARY
- Section Type: ATS Section.
  - Seismic Qualification
  - Undercoating (Includes Floor Plates)
  - Standard Frame
  - 2,000 Aluminum Section Bus
  - 2,000 Amp Bottom Thru Bus
  - 2,000 Amp Top Thru Bus
  - 65°C Aluminum Std
  - West Coast Outdoor Construction

### SECT.3-DISTRIBUTION
- Section Type: Distribution Panel.
  - Seismic Qualification
  - Undercoating (Includes Floor Plates)
  - Standard Frame
  - 2,000 Aluminum Section Bus
  - 2,000 Amp Bottom Thru Bus
  - West Coast Outdoor Construction
  - Extra Section Depth

- Copper Ground Bus

### SECT.4-DISTRIBUTION
- Section Type: Distribution Panel.
  - Seismic Qualification
  - Undercoating (Includes Floor Plates)
  - Standard Frame
  - 2,000 Aluminum Section Bus
  - 2,000 Amp Bottom Thru Bus
  - West Coast Outdoor Construction

- Copper Ground Bus

- Wire Markers Printed on Wire

- 2,000 A/4P ATS

### SECT.5-DISTRIBUTION
- Section Type: Distribution Panel.
  - Seismic Qualification
  - Undercoating (Includes Floor Plates)
  - Standard Frame
  - 2,000 Aluminum Section Bus
  - 2,000 Amp Bottom Thru Bus
  - West Coast Outdoor Construction

### SECT.6-DISTRIBUTION
- Section Type: Distribution Panel.
  - Seismic Qualification
  - Undercoating (Includes Floor Plates)
  - Standard Frame
  - 2,000 Aluminum Section Bus
  - 2,000 Amp Bottom Thru Bus
  - West Coast Outdoor Construction

### SECT.7-DISTRIBUTION
- Section Type: Distribution Panel.
  - Seismic Qualification
  - Undercoating (Includes Floor Plates)
  - Standard Frame
  - 2,000 Aluminum Section Bus
  - 2,000 Amp Bottom Thru Bus
  - West Coast Outdoor Construction
# SIEMENS

## BILL OF MATERIALS

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>REPLACE 2000A CB IN EXISTING SWITCHBOARD CNG2</td>
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<tr>
<td>1.</td>
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<td>2500AF 2500AT 3P Circuit Breaker 65KAIC @ 480V. 310+ Electronic trip units LSI</td>
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<tr>
<td></td>
<td></td>
<td>EATON # RGC325032M</td>
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<tr>
<td>2.</td>
<td>(1)</td>
<td>Set Breaker Connecting Straps / Hardware Kit</td>
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<td>3.</td>
<td>(1)</td>
<td>2500A Neutral Sensor</td>
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<td>4.</td>
<td>(1)</td>
<td>RG Breaker Cover Plate</td>
</tr>
<tr>
<td>5.</td>
<td>(1)</td>
<td>Filler Plates (As required)</td>
</tr>
</tbody>
</table>

Rev. 1  Changed from Siemens to EATON to match existing equipment.  12-6-16
BILL OF MATERIALS

27000 1 CNG2A--SB3 SWITCHBOARD

SECT.1-DISTRIBUTION
Section Type: Distribution Panel.
1 - Seismic Qualification
1 - Undercoating (Includes Floor Plates)
1 - Standard Frame
1 - 2,500 Aluminum Section Bus
1 - 2,500 Amp Bottom Thru Bus
1 - West Coast Outdoor Construction
1 - Copper Ground Bus
1 - Extra Section Depth

2 - 1,200 A/3P HN Branch Breaker
1 - 1,200 A/3P HNX
1 - Thermal Magnetic VL Breaker
1 - Model 525 Trip Unit
1 - Nameplate
1 - (4)1/0-500kcmil Al/Cu

SECT.2-AUXILIARY
Section Type: ATS Section.
1 - Seismic Qualification
1 - Heavy Duty Frame
1 - Undercoating (Includes Floor Plates)
1 - 2,500 Aluminum Section Bus
1 - 2,500 Amp Top Thru Bus
1 - 2,500 Amp Bottom Thru Bus
1 - 65°C Aluminum Std
1 - West Coast Outdoor Construction
1 - Copper Ground Bus
1 - Wire Markers Printed on Wire
1 - 2,500 A/4P ATS
1 - 2500A ATS Switch Installation

SECT.3-AUXILIARY
Section Type: Incoming Bussed Pull.
1 - Seismic Qualification
1 - Standard Frame
1 - Undercoating (Includes Floor Plates)
1 - Master Nameplate
1 - 2,500 Aluminum Section Bus
1 - 65°C Aluminum Std
1 - 2,500 Amp Top Thru Bus
1 - West Coast Outdoor Construction
1 - 600 Kcmil Al/Cu 2500A Mechanical Lugs
1 - Copper Ground Bus
# ATS Bill of Material
## RTC of Southern NV CNG

<table>
<thead>
<tr>
<th>Item#</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1     | 1   | ZTS-Automatic Transfer Switch @ Switchboard CNG1A  
ZTS000B00200F – ZEC00 ZVC70  
Operation: ZTS - Open Transition  
Application: Utility to Generator - Auto Transfer  
Amperage: 2000 Amp, **100k WCR**  
Poles: 4 Pole  
System Voltage: ZVC70 (277/480 volt, 3 phase, 4 wire, 60 hz)  
Enclosure: Open Type - No enclosure |

### Included options:
- World Pole: North America  
- Country: ZEXP-US (United States)  
- Voltage Phase/Wires: 3 Phase/4 Wire  
- Voltage Frequency: 60Hz  
- Option Package: MEXE00S (Exerciser Package - 3 Phase)  
  consisting of:
  - 6/P - Microprocessor activated Momentary test switch  
  - A1 - S.P.D.T.-Source 1-Normal Failure (Qty 1)  
  - A1E - S.P.D.T.- Source 2-Emergency Failure (Qty 1)  
  - A3 - Source 2-Emergency position (Qty 2)  
  - A4 - Source 1-Normal position (Qty 2)  
  - CAL - Microprocessor activated calibration feature  
  - CD/P - Programmable exerciser daily, 7-14-28-365 days user-selectable, with or without load  
  - E - Engine start relay - S.P.D.T.  
  - EL/P- Event log of last 16 events  
  - J2E/J2N - Adjustable over/under frequency sensor-Source 2-Emergency & Source 1-Normal  
  - K/P - Frequency indication (on the controller)  
  - L1- LED Source 2 (Emergency) position indication  
  - L2 - LED Source 1 (Normal) position indication  
  - L3 - LED Source 1 (Normal) source availability indication  
  - L4- LED Source 2 (or Emergency) source availability indication  
  - P1 - Engine start timer P1 (adjustable up to 6s)  
  - Q2 - Peak shave/remote load test/area protection-Relay S.P.D.T. User specify input voltage 120V, 24VAC, 24VDC  
  - R16 - Phase rotation sensing of Source 1-Normal and Source 2-Emergency  
  - R17 - Under voltage sensing 3-phase Source 2-Emergency  
  - R50 - In Phase Monitor between Source 1-Normal and Source 2-Emergency to allow transfer (with enable/disable)  
  - R8 - Over voltage sensing-3 phase Source 2-Emergency  
  - S13P - Microprocessor activated Commit/no commit on transferring to emergency source (with enable/disable)  
  - T - Retransfer to normal adjustable time delay  
  - U - Engine stop/cold adjustable cool down timer  
  - VI - Voltage imbalance between phases (applies to 3-phase only)  
  - W - Adjustable time delay on transfer to emergency source  
  - YEN/P - Bypass transfer timer function(soft switch in controller)  
- Option Package Description: 1A1,1A1E,2A3,2A4,CD,Q2,R17,R8,R50,R16,VI  
- Q2-Remote Load Test: Q2120VS (Remote Load Test Input-incl in Option Pkg)  
- Communications: ZNM0200 (Modbus RTU Communication module)  
- Motor Disconnect Features: UMD000S (Pre & Post Trans-Adj time Delay - 2 cir max)  
- Selector Switches: S5P0000 (Auto/Manual Re-transfer to Source 1)  
- Lugs: 24AATS0 (Mechanical 8 - 750MCM 1600/2000A ATS)  
- Ground Bus: GB70000 (Mech Lugs (24) #2-600MCM cables)
2 1 ZTS-Automatic Transfer Switch @ Switchboard CNG2A

ZTS000B00300F – ZEC00 ZVC70
*2600A upsized to closest offering in this model

Operation: ZTS - Open Transition
Application: Utility to Generator - Auto Transfer
Amperage: 3000 Amp, **100k WCR**
Poles: 4 Pole
System Voltage: ZVC70 (277/480 volt, 3 phase, 4 wire, 60 hz)
Enclosure: Open Type - No enclosure

**Included options:**

World Pole: North America
Country: ZEXP-US (United States)
Voltage Phase/Wires: 3 Phase/4 Wire
Voltage Frequency: 60Hz

Option Package: MEXE00S (Exerciser Package - 3 Phase) consisting of:
- 6/P - Microprocessor activated Momentary test switch
- A1 - S.P.D.T. - Source 1-Normal Failure (Qty 1)
- A1E - S.P.D.T. - Source 2-Emergency Failure (Qty 1)
- A3 - Source 2-Emergency position (Qty 2)
- A4 - Source 1-Normal position (Qty 2)
- CAL - Microprocessor activated calibration feature
- CD/P - Programmable exerciser daily, 7-14-28-365 days user-selectable, with or without load
- E - Engine start relay - S.P.D.T.
- EL/P - Event log of last 16 events
- J2E/J2N - Adjustable over/under frequency sensor-Source 2-Emergency & Source 1-Normal
- K/P - Frequency indication (on the controller)
- L1 - LED Source 2 (Emergency) position indication
- L2 - LED Source 1 (Normal) position indication
- L3 - LED Source 1 (Normal) source availability indication
- L4 - LED Source 2 (or Emergency) source availability indication
- P1 - Engine start timer P1 (adjustable up to 6s)
- Q2 - Peak shave/remote load test/area protection-Relay S.P.D.T. User specify input voltage 120V, 24VAC, 24VDC
- R16 - Phase rotation sensing of Source 1-Normal and Source 2-Emergency
- R17 - Under voltage sensing 3-phase Source 2-Emergency
- R50 - In Phase Monitor between Source 1-Normal and Source 2-Emergency to allow transfer (with enable/disable)
- R8 - Over voltage sensing-3 phase Source 2-Emergency
- S13P - Microprocessor activated Commit/no commit on transferring to emergency source (with enable/disable)
- T - Retransfer to normal adjustable time delay
- U - Engine stop/cool adjustable cool down timer
- VI - Voltage imbalance between phases (applies to 3-phase only)
- W - Adjustable time delay on transfer to emergency source
- YEN/P - Bypass transfer timer function(soft switch in controller)

Option Package Description: 1A1,1A1E,2A3,2A4,CD,Q2,R17,R8,R50,R16,VI
Q2-Remote Load Test: Q2120VS (Remote Load Test Input-incl in Option Pkg)
Communications: ZNM0200 (Modbus RTU Communication module)
Motor Disconnect Features:
UMD000S (Pre & Post Trans-Adj time Delay - 2 cir max)
Selector Switches: S5P0000 (Auto/Manual Re-transfer to Source 1)
Lugs: 25D0000 (Mechanical - 8 - 750MCM 3000A)
Ground Bus: GB70000 (Mech Lugs (24) #2-600MCM cables)
# TECHNICAL SERVICES MSA LIST OF MATERIALS

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<thead>
<tr>
<th>NO.</th>
<th>QTY.</th>
<th>STOCK NO.</th>
<th>SIZE</th>
<th>DESCRIPTION</th>
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<tr>
<td>1</td>
<td>13</td>
<td>100-1036</td>
<td>6&quot;</td>
<td>PIPE, STEEL, SEAMLESS, X-52, 0.290&quot; WT</td>
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<tr>
<td>2</td>
<td>37</td>
<td>100-1020</td>
<td>4&quot;</td>
<td>PIPE, BS, SEAMLESS, X-52, 0.235&quot; WT</td>
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<tr>
<td>3</td>
<td>1</td>
<td>120-3771</td>
<td>4&quot;</td>
<td>VALVE BALL STEEL, FLANGED, ANSI 300</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>120-4110</td>
<td>1&quot;</td>
<td>VALVE BALL, 2000 PSIG</td>
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<tr>
<td>5</td>
<td>2</td>
<td>140-8347</td>
<td>4&quot;</td>
<td>EBON. STL, WLD. 90 DEGREES, Y-52, 0.235&quot; WT</td>
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<tr>
<td>6</td>
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<td>162-0451</td>
<td>6&quot;</td>
<td>BLIND FLANGE, ANSI600 (TEST ONLY)</td>
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<tr>
<td>7</td>
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<td>140-4120</td>
<td>6” x 6 x 4’</td>
<td>TEE, REDUCING, STEEL, WLD, 0.237&quot; WT, Y-52</td>
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<td>4</td>
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<td>12</td>
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<td>THERMOWELL 1/2&quot; INSERTION LENGTH</td>
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<td>6&quot;</td>
<td>ULTRASONIC METER SET ASSEMBLY, FLOW/SCPE800</td>
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<td>909-9999</td>
<td>6&quot;</td>
<td>FLOW CONDITIONER</td>
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<td>CONNECTOR CAGE</td>
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<td>20</td>
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<td>851-9300</td>
<td>3/4&quot; x 3-1/4&quot;</td>
<td>BOLT, STUD</td>
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<tr>
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<td>851-9399</td>
<td>3/4&quot; x 5&quot;</td>
<td>BOLT, STUD</td>
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<td>32</td>
<td>851-9132</td>
<td>3/4&quot;</td>
<td>NUT</td>
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<td>852-0701</td>
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<td>NIPPLE, SCD, SCH 80</td>
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<td>BOLT, STUD (304 ANSI 150)</td>
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<td>4&quot; x 2&quot; STEEL REDUCER</td>
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<td>162-6198</td>
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<td>BLIND FLANGE, ANSI 300 (TEST ONLY)</td>
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</tbody>
</table>

---

**FOR STEEL ONLY**

- ANGLE INSTALLED: NO
- TYPE OF PIPE COATING:
  - TAR WRAP
  - ASPHALT
  - FUSION BONDED EPOXY
  - PLASTIC TAPE WRAP
  - EXTERIOR COATING: POLY COATING

**CONDITION OF PIPE**

- EXCELLENT
- GOOD
- FAIR
- POOR
- NO COATING

**CONDITION OF FLANGE**

- IF EXPOSED, IF CUT OR EXTERNAL COUPON, INTERNAL EGGC GOOD
- ESCLSUG OR COATING: 15C
- EHC CHEELY CORROSION: 1HC

---

**WELD PROCEDURES USED**

**VISUAL INSPECTION (30/90)**

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**PURGE PLAN WAS COMPLETED IN ACCORDANCE WITH THE OPERATIONS MANUAL GUIDELINES**

**SIGNATURE:**

---

**CONSTRUCTION**

- INSPECTOR: (NAME)
- SEAL NUMBER: (SEAL)
- DATE: (DATE)

---

**REVISIONS**

- TAX CODES: 300, 300_017
- UNIT DESCRIPTION: 3081538
- LOCATION: Clark County
- PERMIT INFORMATION: (NAME)
- PHONE: 760-254-3549
- PROJECT CONTACT: (NAME)
- PHONE: 760-254-3549
- ACCREDITATION: 3081538
- SCALE: 1/100
- DATE: 06/27/10
- SHEET NO.: 1
- SHEET TITLE: MSA REGIONAL TRANSPORTATION COMMISSION FUELING STATION MATERIALS AND SIGNATURES - STEEL
NOTES:
1. METER TO BE INSTALLED NEAR EXTERIOR WALL.
2. BOLLARDS TO BE INSTALLED PER NGI STANDARDS.
SOUTHWEST GAS MATERIAL STRENGTH TEST PRESSURE REPORT

PROJECT: MSA REGIONAL TRANSPORTATION COMMISSION FUELING STATION
WIR 3061538
DIVISION: 21

LOCATION: 5965 SUNSET RD
DATE: 6/13/2017

DESIGN PRESSURE: 700 psi
DESIGN WORK: 300 psi
CLASS: 4

TEST MEDIUM: NITROGEN

SUMMARY: INTERMEDIATE LEAK TEST REQUIRED BETWEEN 150 AND 675 psig
AND TO BE HELD FOR AT LEAST 10 MINUTES

PIPE & COMPONENT TO BE TESTED:
MINIMUM TEST PRESSURE: 1.09x
MAXIMUM TEST PRESSURE: 1.125x
MINIMUM TEST DURATION: 1 hr

COMPLETED BY: RYAN STEWART
DATE: 6/13/2017

COMMENTS: STRENGTH TEST REPORT #1 FOR RTC METER ON SUNSET AND DECATUR

STRENGTH TEST #1
NOT TO SCALE

SOUTHWEST GAS MATERIAL STRENGTH TEST PRESSURE REPORT

PROJECT: MSA REGIONAL TRANSPORTATION COMMISSION FUELING STATION
WIR 3061538
DIVISION: 21

LOCATION: 5965 SUNSET RD
DATE: 6/13/2017

DESIGN PRESSURE: 700 psi
DESIGN WORK: 300 psi
CLASS: 4

TEST MEDIUM: NITROGEN

SUMMARY: INTERMEDIATE LEAK TEST REQUIRED BETWEEN 150 AND 675 psig
AND TO BE HELD FOR AT LEAST 10 MINUTES

PIPE & COMPONENT TO BE TESTED:
MINIMUM TEST PRESSURE: 311 psi
MAXIMUM TEST PRESSURE: 1.09x
MINIMUM TEST DURATION: 1 hr

COMPLETED BY: RYAN STEWART
DATE: 6/13/2017

COMMENTS: STRENGTH TEST REPORT #2 FOR RTC METER ON SUNSET AND DECATUR

STRENGTH TEST #2
NOT TO SCALE
TYPICAL SPACING & CONNECTION REQUIREMENT

WALL OR STRUCTURE

12" MIN. 24" MAX. CLEARANCE

SWG RISER

26' METER SPREAD

CONNECTION

12" CLEARANCE

SWG HOUSE LINE

CUSTOMER HOUSE LINE

NOTE: GAS RISER TO THE LEFT AND CUSTOMER PIPING TO THE RIGHT.

4.7' FINAL GRADE

TYPICAL SAFETY CLEARANCE REQUIREMENT

ELECTRICAL PANEL

IRIGATION BOX

WINDOW

DOOR

ELECTRICAL OUTLET

3 FEET

3 FEET

4.7' FINAL GRADE

SAFETY CLEARANCE REQUIREMENT - MINIMUM 3' CLEARANCE FOR THE FOLLOWING:

1. IGNITION SOURCE
2. VENTING
3. WINDOWS AND DOORS

CONNECTION

1. 6" FF FLANGE ANSI 600

LANDSCAPING REQUIREMENTS

1. NO TREES
2. SMALL SHRUBS GROUND COVER
3. LOW SPRAY SPRINKLER

PIPE BOLLARD PROTECTION

TYPICAL GUARD POST CONFIGURATION FOR REGULATOR STATION

WALL OR STRUCTURE

36" MINIMUM 42" MAXIMUM

12" MINIMUM 24" MAXIMUM

36" MINIMUM 42" MAXIMUM

36" MINIMUM 42" MAXIMUM

36" MINIMUM 42" MAXIMUM

36" MINIMUM 42" MAXIMUM

HAZARDOUS SIDE

4" IPS STEEL CAP

GUARD POST DETAIL

4" IPS STEEL PIPE (HOLLOW)

CONCRETE

THE DISTANCE BETWEEN GUARD POSTS ON ANY PARTICULAR INSTALLATION SHOULD NOT EXCEED 42" AND SHOULD NOT BE PLACED ANY CLOSER THAN 36" TO THE STATION PIPING. BARRIERS MUST BE INSTALLED SO AS TO NOT IMPED THE WORK OF PERIODIC MAINTENANCE CREWS.
# COMMENT AND RESPONSE

**Date:** 06/08/2020  
**To:** RTC  
**Attn:** Evan Wade  
**From:** C&J Technical Solutions and Services, Inc.  
**Project Address:** 3180 CITIZEN AVENUE, NORTH LAS VEGAS, NV. 89032

## Comment and Response

<table>
<thead>
<tr>
<th>Item</th>
<th>Sheet</th>
<th>Comment</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1E-101</td>
<td>“There is no UPS at this location”</td>
<td>This location is where the UPS Panel is located and not the UPS. Revised callouts to state [ (E) PANEL ‘UPS’ ] and [ (E) PANEL ‘UPS-2’ ].</td>
</tr>
<tr>
<td>2</td>
<td>1E-101</td>
<td>“The enclosed E drawings for IBMF identify the existing UPS in the Sally port of the Fare Building – this location is wrong – the UPS is located in the North End of the building in the data closet – per CCA #49 – see enclosed. Please update these drawings per Addendum… with bubbles to note the removal of this E UPS.”</td>
<td>See item 1 response.</td>
</tr>
<tr>
<td>3</td>
<td>1E-102</td>
<td>“No UPS here”</td>
<td>See item 1 response.</td>
</tr>
<tr>
<td>4</td>
<td>1E-102</td>
<td>“I have also enclosed the reports that note that the peckerhead box issue – ANGI MUST not mount the cover of these boxes along the CNG skids long axis... please assure that these box covers are NOT installed in the same manner as Phase A and are installed 90 degrees facing the best access.”</td>
<td>Construction note 19 added: Inside the CNG skid, ensure the junction box before the motor terminal connection is provided from the factory facing at an angle that allows sufficient front cover access. Ensure J-box holes to connect the motor raceway are deburred and smooth with rubber gasket over edges to prevent damage to motor conductors. Install conductors using method that will leave cables protected from rubbing with bending radius stress minimized.</td>
</tr>
<tr>
<td>5</td>
<td>1E-103</td>
<td>“No UPS at this location”</td>
<td>See item 1 response.</td>
</tr>
<tr>
<td>6</td>
<td>1E-105</td>
<td>“The enclosed E drawings for IBMF identify the existing UPS in the Sally port of the Fare Building – this location is wrong – the UPS is located in the North End of the building in the data closet – per</td>
<td>See item 1 response.</td>
</tr>
</tbody>
</table>
CCA #49 – see enclosed. Please update these drawings per Addendum... with bubbles to note the removal of this E UPS.”

| DocuSign Envelope ID: 3030335D-CFAD-450E-AF65-A50513A09A12 |
|---|---|---|
| 7 | 1E-601 | Clarification |

The (E) UPS shown on Single Line sheet 1E-601 was updated to reflect the unit rating of 10kVA and conductors referenced in previous project RFI 048 from 1/09/2017.
# CNG (15-069CON) IBMF
## Schedule of Values

### Division #1 – General Conditions/Requirements

<table>
<thead>
<tr>
<th>Condition</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>General Conditions</td>
<td>$400,000</td>
</tr>
<tr>
<td>Mobilization</td>
<td>$59,574</td>
</tr>
<tr>
<td>Bonds and Insurance</td>
<td>$100,000</td>
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</tbody>
</table>

### Division #2 – Demolition

<table>
<thead>
<tr>
<th>Package</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Demolition Package</td>
<td>$57,200</td>
</tr>
<tr>
<td>Survey</td>
<td>$2,000</td>
</tr>
<tr>
<td>Core Drilling/Saw Cutting (as required)</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

### Division #3 – Concrete

#### Slab on Grade

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>$75,000</td>
</tr>
<tr>
<td>Reinforcement</td>
<td>$20,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMU Wall Footings</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>$30,000</td>
</tr>
<tr>
<td>Reinforcement</td>
<td>$8,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Pads</td>
<td></td>
</tr>
<tr>
<td>Concrete (Skid E)</td>
<td>$8,000</td>
</tr>
<tr>
<td>Reinforcement (Skid E)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Concrete (Skid F)</td>
<td>$8,000</td>
</tr>
<tr>
<td>Reinforcement (Skid F)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Concrete (Storage Vessel Pad Extension)</td>
<td>$7,000</td>
</tr>
<tr>
<td>Reinforcement (Storage Vessel Pad Extension)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Concrete (Air Compressor Pad)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Reinforcement (Air Compressor Pad)</td>
<td>$500</td>
</tr>
<tr>
<td>Concrete (Air Dryer Pads)</td>
<td>$500</td>
</tr>
<tr>
<td>Reinforcement (Air Dryer Pads)</td>
<td>$250</td>
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<tr>
<td>Concrete (Dispenser Islands)</td>
<td>$8,000</td>
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<tr>
<td>Reinforcement (Dispenser Islands)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Concrete (ATS-3)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Reinforcement (ATS-3)</td>
<td>$500</td>
</tr>
<tr>
<td>Concrete Column Bases (Inclusive of Reinforcement)</td>
<td>$45,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Fence Post Foundations</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>$35,000</td>
</tr>
<tr>
<td>Reinforcement</td>
<td>$15,000</td>
</tr>
</tbody>
</table>
Bollard Footings

22. Concrete $4,000
23. Reinforcement $1,000

24. Site Concrete Replacement Curbs, Gutters, Sidewalks, Channels (Inclusive of Reinforcement) $10,000
25. Pourback Concrete Paving (Inclusive of Reinforcement) $5,000
26. Clean, Prep, Furnish & Install Concrete Sealer at All Exposed Concrete (Pads, SOG, Base, Etc) $20,000
27. AC Pavement Replacement (Inclusive of Fog Seal) $5,000
28. Excavation, Backfill & Spoil Removal (As Required for Concrete/AC Scope) $189,659
29. Over Excavation $60,000
30. Slurry Backfill (As Required for Over Excavation) NA
31. Type II (As Required for Concrete/AC Scope) $75,000
32. Core Drilling/Saw Cutting (As Required) $10,000

Division #4 – Concrete Masonry Units

1. New Masonry Enclosure Walls $79,613
2. New Masonry Enclosure Wall Caps $3,918
3. New Masonry Wall Reinforcement $4,987
4. Core Drilling/Saw Cutting (as required) NA

Division #5A – Structural Steel, Misc. Steel and Metal Decking

1. Furnish and install structural steel $60,000
2. Furnish and install infill existing roof access $10,000
3. Modify and extend crossover bridge $9,000
4. Furnish and install bollards and non-removable Bollard (and covers) FOB $15,000
5. Credit for 10 Bollards on site – remaining from Phase A $\text{NA}$
6. Furnish and install C10 x 20 lintel beams Including 1/2 diameter bars @ block wall Openings (FOB) $5,000
7. Furnish and install Trolley Hoist systems $62,000
8. Hot work/shutdowns $12,000
9. Furnish and install/relocate gutters and All assemblies $\text{NA}$
10. Quantity of Steel (Tons) $4

Division #5B – Gates, Fencing and Misc. Steel

11. Furnish and install structural steel – crane beams $60,000
12. Furnish and install infill existing roof access $\text{see above}$
13. Modify and extend crossover bridge $\text{see above}$
14. Furnish and install bollards and non-removable Bollard (and covers) FOB $-nil-
15. Credit for 10 Bollards on site – remaining from Phase A $-nil-
16. Furnish and install C10 x 20 lintel beams Including ½ diameter bars @ block wall Openings (FOB) $see above
17. Furnish and install Trolley Hoist systems $-
18. Hot work/shutdowns $-
19. Furnish and install/relocate gutters and All assemblies $-nil-
20. Quantity of Steel (Tons) $4 Ton

Division #9 – Exterior Painting
1. Clean, prep, furnish, install and paint all New roof accessories $278
2. Clean, prep, furnish, install and paint all New structural steel and accessories $13,490
3. Paint load ratings on all new crane beams Include all stencils $8,624
4. Clean, prep, furnish and paint all new mechanical, Electrical and plumbing – carbon steel piping, Hangers, equipment, etc. $12,694
5. Clean, prep and furnish and install concrete sealer At concrete pads & column bases – slab on grade not included $8,737
6. Touch up of all paints, sealers and coatings $2,024

Division #22 – Mechanical & CNG Eqpt/Systems Installation
1. Install SMF CNG skid relocated from SMF $52,000
2. CNG Equipment installations – (1) New Skid - IBMF $49,000
3. CNG CS Piping installations – (1) New Skid - IBMF $48,000
4. CNG SST Piping installations – (1) New Skid – IBMF $160,000
5. SST Piping Installations – (6) new Buffer Vessels @ IBMF $50,000
6. Compressed air piping installations – (1) New Skid IBMF $38,000
7. Compressed air piping installations – New Air Dryer and Air Compressor $70,000
8. New Vent Hoods – (2) New at IBMF $19,000
9. New Vent hood access doors - (6) New @ IBMF $60,000
10. New Matrix Panel piping $-
11. Hoisting $-
12. Excavation, Backfill and compaction at new pipe supports $10,000
13. Inspection, Leak and Pressure Testing of all $24,000
14. Hot Work/Shutdowns
15. Inspection, Leak and Pressure Testing of all piping
16. Storage vessel installation – New Buffer

**Division #26 – Electrical CNG Eqpt/Systems Installation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demo/safe off existing electrical eqpt</td>
<td>$52,071</td>
</tr>
<tr>
<td>Mechanical equipment wiring – New Skid/Relocated @ IBMF</td>
<td>$121,298</td>
</tr>
<tr>
<td>Feeder wire and raceway – (1) New Skid and (1) Relocated @ IBMF</td>
<td>$98,602</td>
</tr>
<tr>
<td>Equipment and panels – (1) New Skid – IBMF</td>
<td>$78,457</td>
</tr>
<tr>
<td>Branch circuitry for Power and devices</td>
<td>$14,591</td>
</tr>
<tr>
<td>Branch circuitry for lighting and fixtures</td>
<td>$19,974</td>
</tr>
<tr>
<td>MSE equipment</td>
<td>$114</td>
</tr>
<tr>
<td>ESD System (Including Smarts/Parts)</td>
<td>$79,491</td>
</tr>
<tr>
<td>Methane Detection systems</td>
<td>$51,321</td>
</tr>
<tr>
<td>New Bypass/Batteries existing UPS</td>
<td>$7,127.86</td>
</tr>
<tr>
<td>Cathodic Protection system</td>
<td>N/A</td>
</tr>
<tr>
<td>CCTV and ACAM devices</td>
<td>$99,633</td>
</tr>
<tr>
<td>Access Control &amp; CCTV raceways</td>
<td>$297,283</td>
</tr>
<tr>
<td>ACAM Gates</td>
<td>$24,662</td>
</tr>
<tr>
<td>New Matrix/Buffer Panel @ IBMF</td>
<td>$14,949</td>
</tr>
<tr>
<td>Grounding</td>
<td>$103,306</td>
</tr>
<tr>
<td>Shutdowns/Hot work</td>
<td>$14,014</td>
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**Division #43 – CNG Eqpt and Controls**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Duplex Compressors - (1) @ IBMF</td>
<td>$613,729.05</td>
</tr>
<tr>
<td>Electrical Distribution and Gear and MCC</td>
<td>$67,309.41</td>
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<tr>
<td>Matrix Fueling Panel</td>
<td>$111,944.05</td>
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<tr>
<td>CNG Transit Fixed Dispensers - (2) @ IBMF</td>
<td>$125,446.40</td>
</tr>
<tr>
<td>CNG Paratransit Dispensers - (3) @ IBMF</td>
<td>$408,619.14</td>
</tr>
<tr>
<td>Storage Vessel (6) new Buffer Vessels @ IBMF</td>
<td>$249,921.60</td>
</tr>
<tr>
<td>HP Valves</td>
<td>$496,601.16</td>
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<tr>
<td>ESD Rated Valves</td>
<td>$313,304.28</td>
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<tr>
<td>HMI Software</td>
<td>$562,665.32</td>
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<tr>
<td>Vibration Analysis</td>
<td>$161,186.03</td>
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<tr>
<td>Vibration Transducers for existing eqpt</td>
<td>$113,306.04</td>
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<tr>
<td>Compressor Connection Kit</td>
<td>$37,976.77</td>
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<tr>
<td>Training and As Built Dwgs</td>
<td>$179,945.60</td>
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<tr>
<td>CNG Controls</td>
<td>$48,747.06</td>
</tr>
<tr>
<td>Compressed air piping installations – New Air Dryer and Air Compressor</td>
<td>$39,271 per</td>
</tr>
<tr>
<td>Hoisting</td>
<td>$181,437.96</td>
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<tr>
<td>Start Up and Commissioning</td>
<td>$103,41.69</td>
</tr>
<tr>
<td>Acoustic Study</td>
<td>$8,517.90</td>
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<tr>
<td>Freight to Deliver Equipment</td>
<td>$51,907.95</td>
</tr>
<tr>
<td>Allowances</td>
<td>IBMF</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>#1 – Permit Allowance</td>
<td>$50,000</td>
</tr>
<tr>
<td>#2 – Owners Controlled Contingency</td>
<td>$290,000</td>
</tr>
</tbody>
</table>

**Total O/C IBMF Allowances**

$340,000

**Add/Alternates**

#1 – In lieu of the contractually required refurbishing the (3) existing Paratransit CNG dispensers, provide (3) new High Flow dispensers at the IBMF – Paratransit Fuel Lanes – identify the costs associated with the base bid line item $____________ as compared to the costs identified below

$67,075

#2 – Provide ACAM, gate, conduit, conductors gate controls and all associated costs to add ACAM at A009 location as identified at the IBMF site.

$48,000

#3 – Provide (1000) additional CMU block to RTC

$____

END IBMF SCHEDULE OF VALUES
# CNG (15-069CON) SMF
## SCHEDULE OF VALUES

### Division #1 – General Conditions/Requirements
1. General Conditions  
   $600,000
2. Mobilization  
   $65,000
3. Bonds and Insurance  
   $150,000

### Division #2 – Demolition
1. Complete Demolition Package  
   $29,750
2. Survey  
   $20,000
3. Core Drilling/Saw Cutting (as required)  
   $10,000

### Division #3 – Concrete
Slab on Grade
1. Concrete  
   $60,000
2. Reinforcement  
   $25,000

CMU Wall Footings
3. Concrete  
   $17,000
4. Reinforcement  
   $12,500

#### Equipment Pads
5. Concrete (Skid A)  
   $8,000
6. Reinforcement (Skid A)  
   $5,000
7. Concrete (Skid B)  
   $8,000
8. Reinforcement (Skid B)  
   $5,000
9. Concrete (Skid D)  
   $8,000
10. Reinforcement (Skid D)  
    $5,000
11. Concrete (Office Pad)  
    $15,000
12. Reinforcement (Office Pad)  
    $10,000
13. Concrete (Storage Vessel Pad Extension)  
    $5,000
14. Reinforcement (Storage Vessel Pad Extension)  
    $1,000
15. Concrete (MSD Pad)  
    $4
16. Reinforcement (MSD Pad)  
    $8
17. Concrete (Air Compressor Pad)  
    $1000
18. Reinforcement (Air Compressor Pad)  
    $500
19. Concrete (Air Dryer Pads)  
    $1000
20. Reinforcement (Air Dryer Pads)  
    $500
21. Concrete (ATS-3)  
    $8
22. Reinforcement (ATS-3)  
    $8
23. Concrete Column Bases (Inclusive of Reinforcement)  
    $35,000
Security Fence Post Foundations
24. Concrete $20,000
25. Reinforcement $10,000

Bollard Footings
26. Concrete $1,000
27. Reinforcement $500

28. Site Concrete Replacement Curbs, Gutters, Sidewalks, Channels (Inclusive of Reinforcement) $8
29. Pourback Concrete Paving (Inclusive of Reinforcement) $8
30. Clean, Prep, Furnish & Install Concrete Sealer at All Exposed Concrete (Pads, SOG, Base, Etc) $3,000
31. AC Pavement Replacement (Inclusive of Fog Seal) $8
32. Excavation, Backfill & Spoil Removal (As Required for Concrete/AC Scope) $250,000
33. Type II (As Required for Concrete/AC Scope) $10,000
34. Core Drilling/Saw Cutting (As Required) $8

Division #4 – Concrete Masonry Units
1. New Masonry Enclosure Walls $40,978
2. New Masonry Enclosure Wall Caps $11,607
3. New Masonry Wall Reinforcement $4,433
4. Credit to install only the 630 CMU blocks on site Remaining from Phase A $<10,000>
5. Core Drilling/Saw Cutting (as required) $8

Division #5A – Structural Steel, Misc. Steel and Metal Decking
1. Furnish and install bollards and non-removable Bollard (and covers) FOB $8,143
2. Furnish and install C10 x 20 lintel beams Including ½ diameter bars @ block wall Openings (FOB) $5,000
3. Install only sun screen/shades – furnished In Phase A $26,458
4. Hot work/shutdowns $6,040
5. Quantity of Steel (Tons) $2,970

Division #5B – Gates, Fencing and Misc. Steel
6. Furnish and install structural steel – crane beams $41,446
7. Furnish and install bollards and non-removable Bollard (and covers) FOB $price above
8. Furnish and install C10 x 20 lintel beams Including ½ diameter bars @ block wall

RTC of Southern Nevada | Project 15-069CMAR Page 2 of 5
Openings (FOB)
9. Install only sun screen/shades - furnished/Phase A
10. Hot work/shutdowns
11. Quantity of Steel (Tons)

Division #9 – Exterior Painting
1. Clean, prep, furnish, install and paint all
   New roof accessories
   $ 557
2. Clean, prep, furnish, install and paint all
   New structural steel and accessories
   $ 10,368
3. Paint load ratings on all new crane beams
   Include all stencils
   $ 10,183
4. Repaint of existing columns – after sunshade
   Installation
   $ 1,898
5. Clean, prep, furnish and paint all new mechanical,
   Electrical and plumbing – carbon steel piping,
   Hangers, equipment, etc.
   $ 11,828
6. Clean, prep and furnish and install concrete sealer
   At concrete pads & column bases – slab on grade
   not included
   $ 10,764
7. Touch up of all paints, sealers and coatings
   $ 2,024

Division #22 – Mechanical & CNG Eqpt/Systems Installation
1. Demo/reconstruction of SW Gas piping and eqpt
   $ 105,000
2. Demo/remove existing SMF CNG skid @ SMF
   $ 53,000
3. CNG Equipment installations – (3) New Skids
   @ SMF
   $ 71,000
4. CNG CS Piping installations – (3) New Skids @ SMF
   $ 209,000
5. CNG SST Piping installations – (3) New Skids @ SMF
   $ 175,000
6. SST Piping Installations – (5) new Buffer
   Vessels @ SMF
   $ 40,000
7. Compressed air piping installations – (3) New
   Skids SMF
   $ 44,000
8. Compressed air piping installations – New Air
   Dryer and Air Compressor
   $ 29,000
   $ 39,000
10. New Vent hood access doors - (4) New @ SMF
    $ 4,000
11. New Matrix Panel piping
    $ 73,000
12. Hoisting
    $ 39,276
13. Excavation, Backfill and compaction at new
    pipe supports
    $ 57,000
14. Inspection, Leak and Pressure Testing of all
    new pipe and tubing
    $ 45,000
15. Hot Work/Shutdowns
    $ 50,000
16. Storage Vessel installations
    $ 32,000
16. Inspection, Leak and Pressure Testing of all piping $______

**Division #26 – Electrical CNG Eqpt/Systems Installation**

1. Demo/safe off existing electrical eqpt $942,173
2. Demo/remove existing SMF CNG skid @ SMF $7,941
3. Mechanical equipment wiring – (3) New Skids @ SMF $19,216
4. Feeder wire and raceway – (3) New Skids @ SMF $150,773
5. Equipment and panels – (3) New Skids @ SMF $116,514
6. Branch circuitry for Power and devices $90,313
7. Branch circuitry for lighting and fixtures $7,142
8. MSE equipment $11,0
9. ESD System (Including Smarts/Parts) $165,830
10. Methane Detection systems $43,299
11. New Bypass/Batteries existing UPS $7,279
12. Cathodic Protection N/A
13. CCTV and ACAM devices $89,336
14. Access Control & CCTV raceways $204,966
15. ACAM Gates $14,031
16. Buffer panel reorientation @ SMF $9,174
17. Grounding $19,118
18. Shutdowns/Hot work $21,025

**Division #43 – CNG Eqpt and Controls**

1. Duplex Compressors - (3) @ SMF $1,967,022
2. Electrical Distribution and Gear and MCC $199,434
3. Storage Vessel Installations – (5) new Buffer Vessels @ SMF $157,835
4. HP Valves $38,044
5. ESD Rated Valves $38,341
6. HMI Software $5,985
7. Vibration Analysis $23,936
8. Vibration Transducers for existing eqpt $5,585
9. Compressor Connection Kit $37,974
10. Training and As Built Dwgs $17,140
11. CNG Controls $52,943
12. Compressed air piping installations – New Air Dryer and Air Compressor $0
13. Hoisting $0
14. Start Up and Commissioning $211,023
15. Acoustic Study $10,658
16. Hot Work/Shutdowns $62,552
17. Freight to Deliver Equipment $36,487

RTC of Southern Nevada | Project 15-069CMAR Page 4 of 5
Allowances

#1 – Permit Allowance $ 50,000
#2 – Owners Controlled Contingency $ 390,000
Total O/C SMF Allowances $ 440,000

Add/Alternates

#1 – In lieu of the contractually required refurbishing the (3) existing Paratransit CNG dispensers, provide (3) new High Flow dispensers at the IBMF – Paratransit Fuel Lanes – identify the costs associated with the base bid line item $ __________ as compared to the costs identified below

$ __________

#2 – Provide ACAM, gate, conduit, conductors gate controls and all associated costs to add ACAM at A009 location as identified at the IBMF site.

$ __________

#3 – Provide (1000) additional CMU block to RTC $ __________

END SMF SCHEDULE OF VALUES
LIST OF COMPLETED PROJECTS

Bidder: Sletten Construction of Nevada, 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 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: RTC

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 Nevada, 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:** RTC

**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 service impaired are trained and certified in fixed route and paratransit logistics. The facility is approximately 17,500 square feet of newly remodeled space. The construction consists of excavation, landscape, concrete, steel, metal wall panels, storefront, fire sprinklers, plumbing, HVAC, and electrical systems. A new low voltage system and integration with the existing facility was performed.

**Award Amount:** $7,200,511.00

**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 Nevada, 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.
Company Name: Clark County Department of Aviation
Company Point of Contact: Allen Porter
Phone Number: 702.261.5116

Project Description:
The 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: $7,502,041.00
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
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.

<table>
<thead>
<tr>
<th>DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*</th>
<th>NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK</th>
<th>NEVADA CONTRACTOR LICENSE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNG Equipment</td>
<td>Trillium</td>
<td>N/A Material Supply Only</td>
</tr>
<tr>
<td></td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>Helix</td>
<td>53810</td>
</tr>
<tr>
<td></td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td></td>
</tr>
<tr>
<td>Plumbing/CNG Piping</td>
<td>ACCO Engineer Systems, Inc.</td>
<td>2549/55552</td>
</tr>
<tr>
<td></td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td></td>
</tr>
<tr>
<td>Structural Steel</td>
<td>Valley Steel</td>
<td>78569</td>
</tr>
<tr>
<td></td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td></td>
</tr>
<tr>
<td>Fencing &amp; Gates</td>
<td>Fencing Specialist, Inc.</td>
<td>20864</td>
</tr>
<tr>
<td></td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td></td>
</tr>
<tr>
<td>Cameras/Access Control/ Misc. Electrical Material</td>
<td>G3 Electric</td>
<td>75386</td>
</tr>
<tr>
<td></td>
<td>Check if applicable: □ DBE □ MBE □ WBE □ SBE □ DVBE □ PCBE</td>
<td></td>
</tr>
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* 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: Sletten Construction of Nevada, Inc.  Bidder Signature:
Address: 600 S. Las Vegas Blvd., Suite 700, Las Vegas, NV 89101  Total Base Bid Amount $ 12,514,943.00  Date: 6.16.2020
# 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 timestamped 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.

<table>
<thead>
<tr>
<th>Description of Labor or Portion of Work Subcontractor or Bidder Will Perform*</th>
<th>Name of Subcontractor or Bidder* Performing Work</th>
<th>Nevada Contractor License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demo/Excavation/Earthwork</td>
<td>A-1 Concrete Cutting &amp; Demolition DBE MBE WBE SBE DVBE PCBE</td>
<td>26335</td>
</tr>
<tr>
<td>Masonry</td>
<td>Marnell Masonry DBE MBE WBE SBE DVBE PCBE</td>
<td>5748</td>
</tr>
<tr>
<td>Concrete</td>
<td>Sletten Construction On NV DBE MBE WBE SBE DVBE PCBE</td>
<td>23972</td>
</tr>
<tr>
<td></td>
<td>DBE MBE WBE SBE DVBE PCBE</td>
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Bidder Name: Sletten Construction of Nevada, Inc.  Bidder Signature: 

Address: 600 S. Las Vegas Blvd., Suite 700, Las Vegas, NV 89101  Total Base Bid Amount: $12,514,943.00  Date: 6.16.2020
# 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 lowest 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 listed 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 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.

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* 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: Sletten Construction of Nevada, Inc.  
Address: 600 S. Las Vegas Blvd., Suite 700, Las Vegas, NV 89101  
Total Base Bid Amount $ 12,514,943.00  
Date: 6.16.2020  
Demolition & Earthwork  
A-1 Concrete Cutting & Demolition, DBE  
Masonry  
Marnell Masonry, 5748
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.

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Bidder Name: Sletten Construction of Nevada, Inc.  
Bidder Signature: 

Address: 600 S. Las Vegas Blvd., Suite 700, Las Vegas, NV 89101  
Total Base Bid Amount $  
Date:
BID PROPOSAL INFORMATION

PWP NO. CL-2020-367

COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:

BP.1 IN GENERAL

A. Bidder Name: Sletten Construction of Nevada, Inc.
B. Contact Name: Dane Carter
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: dcarter@sletteninc.com
J. Tax ID No.: 1001310500

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: Las Vegas, Clark County, Henderson, North Las Vegas
B. License No.: G68-00660

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 Itesm 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:

<table>
<thead>
<tr>
<th>Addendum 1</th>
<th>Initial JAB</th>
<th>Addendum 2</th>
<th>Initial JAB</th>
<th>Addendum 3</th>
<th>Initial JAB</th>
</tr>
</thead>
</table>

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 16 day of June 2020.

signature

Authorized Signature

Dane Carter

Name/Typed or Printed

Senior Vice President

Title

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disadvantaged Business Enterprise?

\[X\] No \[\square\] Yes  \[\square\] If Yes, specify \[\square\] MBE \[\square\] WBE \[\square\] DBE

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise?

\[X\] No \[\square\] Yes  \[\square\] If Yes, specify Certifying Agency

Attach a copy of your certification
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:
☐ Individual  ☐ Partnership  ☐ Limited Liability Company  ☑ Corporation  ☐ Trust  ☐ Other

Business Name: Sletten Construction of Nevada, Inc.

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
Erik Sletten          President/CEO
Dane Carter          Senior Vice President
Bob Nommensen          Corporate Financial Officer

Sletten is 100% ESOP, S-Corporation, 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

June 16, 2020          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 avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, at 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.

[Signature]

Bidder/Proposer’s Signature and Date

Dane Carter

Typed or Printed Name

Senior Vice President

Title

Sletten Construction of Nevada, Inc.

Company Name

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

Company Address
## REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

### Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Contract No.: 15-069CON  Contractor/Subcontractor: Sletten Construction of Nevada, Inc.

<table>
<thead>
<tr>
<th>Craft/Trade</th>
<th>More than 3 Employees Anticipated?</th>
<th>Anticipate Needing Waiver?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Bricklayer, can also include tile setter, terrazzo workers and marble masons.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Glazier (see also Painters and Allied Trades)</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Hod Carrier, includes brick-mason tender and plaster tender.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Iron Worker, can also include fence erectors (steel/iron)</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Laborer, can also include fence erector (non-steel/iron), flag person, highway stripe and traffic barrier erector</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Mechanical Insulator</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Plumber/Pipefitter</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Refrigeration</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Roofer (not sheet metal)</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Sheet Metal Worker, can also include air balance technician.</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>Well Driller (see also Operating Engineer)</td>
<td>Yes □  No □  N/A X</td>
<td>Yes □  No □</td>
</tr>
</tbody>
</table>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: [Signature]  Date: June 16, 2020

Name and Title: Dane Carter, Senior Vice President

RTC OF SOUTHERN NEVADA  Purchasing & Contracts  600 South Grand Central Parkway  Las Vegas, NV 89106  Phone: (702) 676-1500
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: 06/16/2020

Signature: 

Title: Senior Vice President

Company Name: Sletten Construction of Nevada, 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 of Sletten Construction of Nevada, Inc. to the best of his or her knowledge 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 of 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 06/16/2020 day of June, 2020

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]


(Signature and Title of Authorized Official)

06/16/2020

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).

Sletten Construction of Nevada, Inc.

Name of Proponent

By: ________________________________

(Signature of Authorized Representative*)

Name: Dane Carter

(Type or Print)

Title: Senior Vice President

Date: 06/16/2020

*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. Merely formulating 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.**

<table>
<thead>
<tr>
<th>NAME OF DBE/SBE</th>
<th>CONTACT PERSON AND PHONE NUMBER</th>
<th>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED</th>
<th>DOLLAR VALUE OF CONTRACT</th>
<th>PERCENT DBE/SBE</th>
<th>*DESIGNATION GROUP (a-f)</th>
<th>AMOUNT TOWARDS DBE/SBE GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fencing Specialist, Inc.</td>
<td>Chris Steilen/702.644.3750</td>
<td>Fencing and Gates</td>
<td>$249,408.00</td>
<td>100</td>
<td>DBE</td>
<td>249,408.00</td>
</tr>
<tr>
<td>Jemison Surveying</td>
<td>Jaime Gonzalez/702.360.4838</td>
<td>Survey</td>
<td>$40,000.00</td>
<td>100</td>
<td>DBE</td>
<td>40,000.00</td>
</tr>
<tr>
<td>Valley Steel</td>
<td>Mike Lalley/702.228.1510</td>
<td>Structural Steel</td>
<td>$205,238.00</td>
<td>100</td>
<td>DBE</td>
<td>205,238.00</td>
</tr>
<tr>
<td>C. Smith Painting</td>
<td>Clarence Smith/702.219.5454</td>
<td>Painting</td>
<td>$93,469.00</td>
<td>100</td>
<td>DBE</td>
<td>93,469.00</td>
</tr>
<tr>
<td>G3 Electric</td>
<td>Thomas Moore/702.788.6548</td>
<td>Camera/Access Controls/Elec.Mat.</td>
<td>$478,391.00</td>
<td>100</td>
<td>DBE</td>
<td>478,391.00</td>
</tr>
<tr>
<td>A-1 Concrete Cutting</td>
<td>Corey Anderson/702.361.3131</td>
<td>Demo/Excavation/Earthwork</td>
<td>$441,369.00</td>
<td>100</td>
<td>DBE</td>
<td>441,369.00</td>
</tr>
</tbody>
</table>

*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): $12,514,943.00

Total DBE/SBE Amount: $1,507,874.00

Percentage of DBE/SBE Participation: 12.398%

---

**Sletten Construction of Nevada, Inc.**

**Name of Proponent**

[Signature]

**Date:** 06/16/2020

**Dane Carter**

**Authorized Representative (Type or Print)**

**Senior Vice President**

**Title**

(*) **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:** Sletten Construction of Nevada, Inc.

**TITLE OF RTC PROJECT:** CNG Fueling Infrastructure Upgrades

**INVOICE REPORTING PERIOD:**

**INVOICE NUMBER:**

<table>
<thead>
<tr>
<th>NAME OF DBE / SBE SUBCONTRACTOR(S) OR SUBCONSULTANT(S)</th>
<th>TYPES OF SERVICES PROVIDED</th>
<th>TOTAL $ AMOUNT AWARDED TO DBE/SBE FIRM</th>
<th>$ AMOUNT SUBCONTRACTED TO ANOTHER DBE/SBE FIRM</th>
<th>$ AMOUNT SUBCONTRACTED TO NON-DBE/SBE FIRM</th>
<th>TOTAL AMOUNT SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (Towards DBE/SBE Goal)</th>
<th>% OF WORK SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (CUF) (Towards DBE/SBE Goal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
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<td>(2)</td>
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<tr>
<td><strong>TOTALS:</strong></td>
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<td></td>
</tr>
</tbody>
</table>

**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]

**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.
PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. ________

I, ________________________ (Name), the ________________________________ (Title - e.g., President, Vice President, etc.) of ________________________________ ("Company"), do state the following with regard to payments made under Contract No. ________________________________ ("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.

Sletten Construction of Nevada, Inc.

Company Name

Signature

Print Name

Date: 06/16/2020

Subscribed and sworn to before me this _______ day of June _______ 20___.

Notary Public
## BIDDERS LIST (REQUIRED AT BID DUE DATE)

**Project:** CNG Fueling Infrastructure Upgrades  
**Date:** 06/16/2020  
**Submitted by:** Sletten Construction of Nevada, Inc.

<table>
<thead>
<tr>
<th>Prime Contractor (Bidder) Firm Name</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via Nevada’s UCP Directory)</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
</table>
| Sletten Construction of Nevada, Inc. | 600 S. Las Vegas Blvd., Suite 700, Las Vegas, NV 89101 702-739-8770 | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ Greater than $5 million |

<table>
<thead>
<tr>
<th>Sub-bidder Firm Names</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via Nevada’s UCP Directory)</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
</table>
| A-1 Concrete Cutting & Demolition | 6470 S. Procyon, Las Vegas, NV 89118 702.361.3131 | DBE | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ Greater than $5 million |
| Fencing Specialist, Inc. | 3500 John Peter Lee, North Las Vegas, NV 89032 702.644.3750 | DBE | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ Greater than $5 million |
| Next Century Rebar | 820 S. Wigwam Pkwy., Suite 100, Henderson, NV 89014 702.981.1294 | N/A | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ Greater than $5 million |
| Marnell Masonry | 3068 S. Highland Dr., Las Vegas, NV 89109 702.739.6701 | N/A | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ Greater than $5 million |
| Valley Steel | 4070 Ponderosa Way, Las Vegas, NV 89118 702.228.1510 | DBE | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ Greater than $5 million |
| C. Smith Painting | 1218 Stable Glen Dr., North Las Vegas, NV 89031 702.219.5454 | DBE | □ Less than 1 year  
□ 1-3 years  
□ 4-7 years  
□ 8-10 years  
□ More than 10 years | □ Less than $500K  
□ $500K - $1 million  
□ $1-2 million  
□ $2-5 million  
□ 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 J; 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 Nevada, Inc.
Signature
Title Senior Vice President
Date 06/16/2020

(Balance of page intentionally left blank)
BID BOND

BOND NUMBER:  SCCNV061620
DATE EXECUTED:  06/16/2020

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. **, of the RTC for the project commonly known and entitled, to wit: ** RTC CNG Fueling Infrastructure Upgrades Project 15-069CON

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

Sletten Construction of Nevada, Inc.
(Principal Contractor)

Dane Carter, Vice President
(Authorized Representative and Title)

By: [Signature]

Surety:
Travelers Casualty & Surety Company of America

I-2110
(State of Nevada, License Number)

Timothy G. Lightbourne
(Appointed Agent Name)

By: [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 6/16/2020 by Timothy G. Lightbourne as Attorney-In-Fact of Travelers Casualty & Surety Company of America.

Signature of Notary Public
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 in 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 16th day of June, 2020

______________________________
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.
NEVADA STATE BUSINESS LICENSE
SLETEN CONSTRUCTION OF NEVADA, INC.

Nevada Business Identification # NV19861012709
Expiration Date: 07/31/2021

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada. Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 05/04/2020.

Certificate Number: B20200504767117
You may verify this certificate online at http://www.nvsos.gov

BARBARA K. CEGAVSKE
Secretary of State
## Lynn Coles
Superintendent

### About Lynn
Lynn has been with Sletten since 2001 and has over 38-years of experience. Lynn has practical construction knowledge as well as the ability to effectively manage a diverse group of people and coordinate the activities of complex projects. He is an effective and energetic team builder who expects and receives the best from everyone on his project. Lynn has a demonstrated ability to identify opportunities and achieve results. He places a high priority on scheduling and has a successful record of on time project completion.

Lynn will coordinate and direct all daily field activities. He will be responsible for the on-site supervision of day-to-day construction activities such as: quality control, material delivery, subcontractor schedules, daily reports, safety meetings, detailing, project closeouts and project meetings.

<table>
<thead>
<tr>
<th>Years of Construction Experience</th>
<th>Alternative Delivery Project Experience</th>
<th>Education Project Experience</th>
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</thead>
<tbody>
<tr>
<td>38+</td>
<td>15+</td>
<td>$360M+</td>
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### Relevant Experience

#### Southeast Career and Technical Academy Phase II
Superintendent for construction of four new two-story buildings of approximately 170,000 SF and 10,000 SF of Tenant Improvements.

#### Southwest Career & Technical Academy
Superintendent for a vocational high school project consisting of 8 buildings for 225,460 SF of usable space with room for future expansion. 6 separate academies are each located in their own building along with administration offices, a library, computer labs, lecture hall and a gymnasium.

#### West Career & Technical Academy
Superintendent for a 225,000 SF, eight building academy. Construction of the facility is slab-on-grade, exterior tilt-up panel walls, structural steel support members, and steel joist roof system.

#### Desert Oasis High School
Superintendent for a new prototype high school facility placed on a 60.47 acres site. The building contains 333,654 SF split into two areas.

#### Victoria Fertitta Middle School
Superintendent for a 148,300 SF facility that sits on a 20- acre site. The facility houses classrooms, laboratory, commons area, dining area, kitchen, gymnasium and special programs center and playing fields.
# SUPPLIER LIST

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

**BIDDER:** Sletten Construction of Nevada, Inc.

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<thead>
<tr>
<th>MATERIAL TO BE PROVIDED</th>
<th>NAME OF SUPPLIER</th>
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<tr>
<td>Electrical</td>
<td>NEDCO</td>
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<tr>
<td>Concrete</td>
<td>CalPortland</td>
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<tr>
<td>CNG Equipment</td>
<td>Trillium/ANGI</td>
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<tr>
<td>Methane Detection</td>
<td>EFS West</td>
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<td>CNG Piping</td>
<td>Mountain West / Win Supply</td>
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<tr>
<td>Masonry</td>
<td>Cemex</td>
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Check if applicable: [ ] DBE [ ] MBE [ ] WBE [ ] SBE [ ] DVBE [ ] PCBE
# SUPPLIER LIST

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

**BIDDER:** Sletten Construction of Nevada, Inc.

<table>
<thead>
<tr>
<th>MATERIAL TO BE PROVIDED</th>
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<tr>
<td>Structural Steel</td>
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<tr>
<td>Fencing &amp; Gates</td>
<td>Ameristar</td>
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<tr>
<td>Fencing &amp; Gates</td>
<td>Robertson ReadyMix</td>
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<tr>
<td>Fencing &amp; Gates</td>
<td>Control Products</td>
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<td>Fencing &amp; Gates</td>
<td>Merchant Metals</td>
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