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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization [ ]	Transit [X]	Administration and Finance [ ]

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. 22-010CON, SERVICE CHANGE SIDEWALKS PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AMRZ CONSTRUCTION, LLC, IN THE AMOUNT NOT-TO-EXCEED $284,000.00, AND AUTHORIZE THE CHAIRWOMAN 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 $284,000.00 are budgeted and available in the Highway Improvement Acquisition Fund for Fiscal Year 2022.

BACKGROUND:
Bid No. 22-010CON, Service Change Sidewalks Project, was issued on August 17, 2021. The bids were received and opened at a public bid opening on September 16, 2021. The result follows:

Bidder	Amount
AMRz Construction, LLC	$284,000.00
RM Contracting	$325,000.00
Maile Concrete (Maile Inc.)	$381,869.25
Shaw-Lundquist Associates, Inc.	$662,721.00
Monument Construction	$877,240.46

Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible bidder, AMRz Construction, LLC, in the not-to-exceed amount of $284,000.00.

Respectfully submitted,

DocuSigned by:
M J Maynard
426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

ra

RTC Item #26
October 14, 2021
Consent

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RTC CONTRACTOR AGREEMENT

THIS RTC-CONTRACTOR AGREEMENT (the "Contract") is made and entered into this 14th day of October, 2021, by and between the Regional Transportation Commission of Southern Nevada, a local government in the State of Nevada (the "RTC") and AMRZ Construction, LLC, (the "Contractor".)

RECITALS:

WHEREAS, the Contractor having submitted a Bid to the RTC for the construction of the project commonly known and referred to as SERVICE CHANGE SIDEWALKS, Bid No. 22-010CON; 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: **$242,000.00** (the "Contract Amount"). In addition to the Bid Amount, the RTC requires an Owner-Controlled Allowance of **$28,000.00** and a Permit Allowance of **$14,000.00**, for a total not-to-exceed amount of $**284,000.00.** The aforementioned amount is subject to increase or decrease as provided in the Contract.

4. **DOCUMENT INCORPORATION.** The Contract consists of this two page document and the following documents attached or as referenced to are incorporated herein as a part hereof:

   A. Scope of Work Exhibit A (attached)
   B. Bid Proposal (including attachments thereto), Exhibit B (attached)
   C. General Conditions, Exhibit C (attached)
   D. Special Provisions, included in the Bid Documents (as defined in the General Conditions)
   E. Drawings, included in the Bid Documents (as defined in the General Conditions)
   F. Addenda No. 1, dated (NONE), 2021; 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 (NONE)
   L. Attachments included in the NGEM website
   M. Invitation to Bid No. 22-010CON

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

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achieve Substantial Completion of the entire Work within **275 calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. **LIQUIDATED DAMAGES.** Liquidated Damages are provided for in Section GC.6 (all paragraphs except GC.6.B) of the General Conditions in the amount of **$250 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or RTC approved extensions thereof, or other non-compliances as specified. For non-compliances of GC.6.B, the RTC may recover directly from the Contractor liquidated damages in the amount of 1% of the cost of the largest contract to which it is a party.

   (Federally funded projects) Any federally funded contract is required to contain either:
   A. Liquidated damages provisions based on anticipated damages to be suffered by the RTC which are impossible to determine due to late delivery performance and are to be shown in the contract a specified rate per day, or
   B. Actual damages to RTC and the method of calculation documented in the procurement file.

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

7. **ELECTRONIC SIGNATURE.** This Contract and related documents may be executed by the parties separately and will be considered signed when the signature of a party is delivered by facsimile or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such facsimile signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing facsimile signatures. By signing this Contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **NOTICES.** Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the RTC:	Regional Transportation Commission of Southern Nevada Purchasing & Contracts Manager Second Floor 600 South Grand Central Parkway Las Vegas, NV 89106
To the Contractor:	AMRZ Construction, LLC Anthony M. Rocchio 6170 Madre Mesa Drive Las Vegas, Nevada 89108

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.

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

CONTRACTOR COMPANY

By: DocuSigned by: Anthony Rocchio 9689463D3202409...
ANTHONY M. ROCCHIO
OWNER

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: _____
DEBRA MARCH
Chairwoman

APPROVED AS TO FORM:

By: DocuSigned by: David Clyde C20A409B6B774C0...
RTC Legal Counsel

ATTEST:

By: _____
MARIN DUBOIS
Management Analyst

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EXHIBIT A
BID PROPOSAL

1.0 DESCRIPTION OF PROJECT

The primary purpose of the project is construction of curb and gutter, sidewalks, and bus shelter pads at fourteen (14) new bus stop locations in Las Vegas valley. This document identifies the scope of work for construction and civil improvements.

2.0 SCOPE OF WORK

1. The project consists of 14 new bus top locations as identified below.
2. At 12 bus stop locations, it will be necessary to construct concrete curb and gutter, and sidewalk, from existing curb return. Segments shall be constructed to comply with Clark County, the City of Henderson, or Nevada Department of Transportation (NDOT) Right of Way, as applicable and per their respective latest editions of Uniform Standard Drawings for Public Works' Off-site Improvements for Clark County (USDCCA), Drawing No 234 "Sidewalk", Drawing 216 "L Type Curb and Gutter", or Nevada Department of Transportation Standard Plans for Road and Bridge Construction, Type 1 Curb and Gutter Plan CS-1 and sidewalk per Standard Plan CS-2.
3. At bus stop locations Stop ID 7161 eastbound Cactus far side of Bermuda, and Stop ID 7018 northbound Fort Apache far side of Blue Diamond, it will be necessary to construct asphaltic concrete (AC) sidewalk and curb/dike per typical section shown on designated plan sheets. Segments shall be constructed with approved current (to date of construction) Clark County IQAC materials list.
4. At all 14 bus stop locations, identified below, contractor shall install square post sleeve anchor per NDOT Standard Drawing TRS-11. Sleeve anchor shall be manufactured for the insertion/installation of 2" square post. Sleeve location to be field coordinated with Owner or Owner's representative.
5. At 10 of the bus stop locations, identified below, bus shelter pads will be constructed adjacent to the newly constructed sidewalk where indicated in the exhibits. Bus shelter pads shall be constructed per the USDCCA, Drawing No. 234.5 "Bus Shelter Pad Details and Notes" and Drawing No. 234.2 "Typical Bus Stop Passenger Loading with Shelter Pads".
6. At one bus stop location, Stop ID 7018 northbound Fort Apache far side of Blue Diamond, provide and install, 120' LFT of 1.5 inch PVC underground conduit with stub-outs and 3-1/2 pull box. Stub out locations shown in exhibit. Underground conduit and pull box installation shall adhere to USDCCA, Drawing No. 705 "No. 3 ½ Pull Box" and Drawing No.733 "Installation of Conduit".
7. Existing concrete shall be removed hauled off-site where applicable.
8. Site improvements will encompass multiple jurisdictions and construction work hours. Authorized work hours will be dictated by the local jurisdiction and/or NDOT.
9. Contractor shall coordinate inspections and acceptance with permitting agencies. Owner shall not be responsible for inspections fees.

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10. Some site locations could have high vehicular traffic volumes that will require night work and/or traffic control permits. Owner shall provide the encroachment permits only for each of the sites, and it shall be the responsibility of the contractor to obtain all additional jurisdictional permits, including traffic control, and coordinate work activities accordingly.
11. Construction of new bus shelter pads shall include grade mitigation on adjacent areas, to divert any runoff away from the pad.
12. Contractor shall be responsible to mitigate grade differences through grading retaining walls or as otherwise proposed by the contractor and approved by owner, using permitted exhibit plans for construction in the public right-of-way.
13. Locations and specifications provided below:

Jurisdiction	Stop ID	Direction	Travel Street	Location	Cross Street	Bus Shelter Pad Addition
NDOT Only	7015	EB	Blue Diamond	Far side	Ft. Apache	Yes
	7016	EB	Blue Diamond	near side	El Capitan	Yes
	7017	WB	Blue Diamond	near side	El Capitan	Yes
	7032	WB	Blue Diamond	Far side	Durango	Yes
	7061	WB	Blue Diamond	Far side	Buffalo	Yes
	7075	EB	Blue Diamond	Far side	Cimarron	Yes
	7062	WB	Blue Diamond	Far side	Cimarron	Yes
	6935	EB	St. Rose	Far side	Raiders	Yes
	6934	EB	St. Rose	Far side	Bermuda	Yes
NDOT / CC	7018	NB	Ft. Apache	Far side	Blue Diamond	No
	6929	NB	Las Vegas Blvd	Far side	St. Rose	Yes
NDOT / COH	6921	SB	Raiders	Far side	St. Rose	No
CC Only	7080	SB	Buffalo	Far side	Mountains Edge	No
	7161	EB	Cactus	Far side	Bermuda	No

3.0 PROJECT MILESTONES

1. **Milestone No. 1 NTP Plus 30 days** –Obtain all permits and make all technical submittals to Owner. Provide a Schedule of Values that includes all tasks and materials for this project. A construction schedule listing bus stop sites and construction dates shall be provided to RTC at minimum 14 days prior to start construction. This schedule shall be updated on a weekly basis.
2. **Milestone No. 2 NTP Plus 90 Days** – Substantial completion. All construction tasks and materials provision associated with scope of work complete/installed.
3. **Milestone No. 3 NTP Plus 120 Days** – Punch List and Final Completion

4.0 GENERAL CONDITIONS

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1. Provide and maintain all safety requirements for worker and public protection, cordoning off of the work location or area and assuring all safety requirements are implemented, including CDC and/or OSHA COVID-19 guidelines.
2. Contractor must coordinate and notify the RTC in writing of any work activities outside the normal schedule hours of the project at minimum of 48 hours in advance. This is to include all night work.
3. Owner will hire Third Party Inspection services to conduct necessary soils testing, and concrete testing (as required by governing jurisdictions). Contractor shall be responsible to coordinate with inspection services provider giving 48 hours in advance notification.
4. It is the responsibility of the Contractor to close all permits by the governing jurisdictions. Any site not satisfying all requirements will be deemed unsatisfactory and no Beneficial Occupancy will be assessed.
5. Provide a construction schedule in MS Project format for review and comment during the construction phase and maintain this schedule throughout construction. This schedule shall also include a draft construction schedule of activities and identify long lead items and milestones.
6. Failure to substantially complete all work as outlined by Milestone #2 shall be assessed Liquidated Damages in the amount of $250.00 per day for each calendar day the completion of the Work is delayed beyond the substantially completion deadline, or RTC approved extensions thereof, or other non-compliances as specified.

END OF SCOPE OF WORK

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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. 22-010CON 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

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

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

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

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

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

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

"Governing Body" means the RTC Commission.

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

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

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

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

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

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

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

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

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

"Promptly" means without delay and on time.

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

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"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

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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 m 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

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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

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critical path.

K. Permits and Fees

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

L. Taxes

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

M. Utilities

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

N. Record Documents

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

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

O. Substitution of Materials, Products or Services

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

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

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

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

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

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

P. Delivery and Storage of Materials and Equipment

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

Q. Emergencies

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

R. Payment of Subcontractors and other Parties

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

S. ADA Requirements

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

T. Schedule of Values

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

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

U. Allowable Costs (Federal Funds)

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

V. American Recovery and Reinvestment Act (ARRA) Stimulus Federally Funded Projects *(NOT USED)*

GC.3 RTC'S RIGHTS AND RESPONSIBILITIES

A. Project Manager

The RTC shall appoint a Project Manager with respect to the Contract. The RTC will provide written notice to

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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.

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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

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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

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be received and reviewed prior to a badge being issued and the start of the work.

4. The Contractor must provide the RTC's Project Manager, Ellen Marcial, telephone number (702) 676-1593 within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:

   1) A list of all personnel who will be working at the RTC's building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the vendor/contractor/supplier or a designated representative, and if available an e-mail address.

   2) A letter from the Contractor requesting a badge stating that the person(s) is an employee.

   3) A signed acknowledgement of Security Access Individual Responsibilities form, and a completed RTC Badge Application form (for appropriate RTC facility) for each individual requiring a badge. Copies of these forms are available on the RTC Purchasing and Contracts webpage at http://www.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

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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.

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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.

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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

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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

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(b) The Contractor may continue to retain the amount of any retainage that was withheld from progress payments for the first fifty percent (50%) of the work required by the Contract.

g) Contractors shall have a clause in all subcontracts that subcontractors shall hold retainage on its subcontractors and suppliers in accordance with NRS 338.595.

h) The aforementioned Contractor retention amounts will be released following the Governing Body's approval of the Notice of Completion, provided that the following conditions are met:

(1) All punch lists items have been completed.
(2) A Certificate of Occupancy has been received.
(3) Final record drawings and specifications, and operations and maintenance manuals (if applicable) have been submitted.
(4) No premium exists with the Employer's Insurance Company of Nevada as evidenced by receipt of a final certificate after audit.
(5) All required documentation has been submitted to the Nevada State Labor Commissioner, if applicable, and approved as evidenced by a letter of release.
(6) The RTC may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions, as referenced above. The difference of the retention may then be paid.

i) The RTC is required to pay interest in the retention amount at a rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associates in Nevada as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to a contractor is less than $500, the RTC may hold the interest until

(1) The end of a subsequent quarter after which the amount of interest due is $500 or more;
(2) The end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or
(3) The amount withheld under the contract is due pursuant to NRS 338.520.

3. Payment for Stored Material *(NOT USED)*

H. Change Orders

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

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

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

1. Construction Change Directive
   (a) Construction Change Directive. The Project Manager may issue a Construction Change

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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

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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

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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.

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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 potion 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, not act as a waiver by RTC of any of the conditions therof, 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

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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.

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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:

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

B. Acceptable Surety

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

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

C. Failure to Maintain Bonds

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

GC.8 INSURANCE REQUIREMENTS

A. In General

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

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

1. Commercial General Liability Insurance

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the RTC.

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

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

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

Aggregate per Project Endorsement

2. Automobile Liability Insurance

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

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

3. Workers' Compensation and Employer's Liability Insurance

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

Policy Period:	Annual Policy
Named Insured:	Contractor

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

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 bodily injury by accident $1,000,000 bodily injury by disease $1,000,000 policy limit
Policy Period:	Annual Policy
Named Insured:	Contractor

4. Umbrella/Excess Liability

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

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

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5. Builder's Risk Insurance

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

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

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

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

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

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

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

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

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

The RTC reserves the right to require the Contractor to furnish the contractor's actual insurance policies for examination by the RTC.

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

6. Asbestos Liability Insurance

The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of

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asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence $2,000,000 aggregate
Policy Period:	Annual Policy
Named Insured:	Contractor

7. Installation Floater Insurance

The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the RTC.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	TBD
Policy Period:	Effective until final completion of the Project
Named Insured:	Contractor
Additional Insured Parties:	Regional Transportation Commission of Southern Nevada (its officers, employees and agents)

B. Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the RTC. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $25,000 in the Contractor insurance must be declared and approved in writing by RTC.

D. Certificate of Insurance

The Contractor will email to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the RTC.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the RTC if so requested.

E. Renewal Policies

The Contractor shall promptly deliver to CertControl@instracking.com (and a copy to the Designated Purchasing Contact) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the RTC not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages

The Contractor shall be responsible to immediately notify CertControl@instracking.com (and a copy to the Designated Purchasing Contact) in writing of any changes or cancelations of its insurance, or may be found in

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breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse

There shall be no recourse against RTC for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

I. Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the RTC may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the RTC may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the RTC in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

GC.9 INDEMNITY

A. General Indemnity

The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, employees, authorized representatives and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

The Contractor agrees to indemnify, defend and hold harmless the RTC, including its officers, employees, authorized representatives and agents from any and all claims by Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the Contract.

B. Patent Indemnity

The Contractor should advise the RTC of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Contract, constitutes an infringement of any patent; and, the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same

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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

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there from.

D. Termination for Cause

Upon the occurrence of an Event of Default, the RTC may terminate the Contract which shall take effect immediately upon service of the notice on the Contractor and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the RTC may do any and all of the following:

1. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept the assignment of the Contractor's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to RTC if Contract is terminated); and
3. Finish the Work by whatever method deemed expedient by the RTC.

The Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the RTC. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the RTC through the default of the Contractor, the excess shall be paid to the Contractor. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Contractor and the Surety under the Performance Bond shall pay the difference to the RTC.

E. RTC's Right to Carry out the Work

If the Contractor fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section GC.10.B (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the RTC may, without prejudice to any other right or remedy available to the RTC, and without terminating the Contract and relieving the Contractor from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the RTC's personnel).

If the RTC discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the RTC may proceed with the corrective action without having to provide any additional notice to the Contractor.

If, after expiration of the seven-day notice period required pursuant to Section GC.10.B (Event of Default) of the Contract, the Contractor proceeds to correct the breach and the RTC has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the RTC incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Contractor shall pay the RTC for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section GC.10.B (Event of Default) of the Contract, the RTC decides not to take any action to correct the breach or fails in the effort to correct the breach, the Contractor remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the RTC shall be entitled to deduct from any payments then or thereafter due the Contractor (including the direct and indirect costs of using the RTC's personnel). If payments then or thereafter due the Contractor are not sufficient to cover the incurred expenses, the Contractor shall pay the difference to the RTC.

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F. Deduction from Progress Payments

For each and every breach set forth in Section GC.10.A (Definition of Breach) of the Contract, the RTC may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the RTC, may be necessary to protect the RTC from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the RTC, the RTC may withhold from any requested progress payment such sum as may be necessary to protect the RTC from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section GC.6.A (RTC's Recovery of Liquidated Damages) of the Contract which the RTC anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the RTC and the Contractor concerning the request for payment, the Contractor may submit a revised application for certification. The RTC shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the RTC has determined that the amount paid exceeds the percentage of completion of the Work, the Work can not be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Contractor remedies the failure for which payment has been withheld, and the RTC verifies such correction, then the withheld money shall be included with the payment of the next application.

G. Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

GC.11 REPRESENTATIONS AND WARRANTIES

A. General Warranty

The Contractor hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Contractors Board of the State of Nevada in order to perform the Contract.

B. Warranty of Merchantability and Fitness for Particular Purpose

The Contractor warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

C. Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Contractor warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects, latent defects and deficiencies in design, supplies, equipment, materials and workmanship (unless furnished by the RTC) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Contractor or by any of its Subcontractors of any tier. Upon receipt of written notice from the RTC of any non-conformance to the Contract during the applicable warranty period, the Contractor shall promptly correct the affected non-conformance at a time acceptable to the RTC.

The Contractor shall perform such tests as the RTC may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne

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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 aa 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

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services which are used which shall be signed by the RTC's Project Manager and Contractor daily. Such information shall be submitted to the RTC's Project Manager on a weekly or daily basis as determined by the RTC's Project Manager, receipt of which shall not be construed as an authorization for or acceptance of the disputed Work.

Within 30 calendar days after the last cost of work for which the contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 calendar days, then within 15 calendar days after the 30th day and every month thereafter, the Contractor shall submit to the RTC's Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail. Should the RTC's Project Manager be dissatisfied with format or detail of presentation, and upon request for more or different information, the contractor will promptly comply to the satisfaction of the RTC's Project Manager. If the additional costs are in any respect not knowable with certainty, they will be estimated as best be done. In case the claim is found to be just, it will be allowed and paid for as provided in GC.15.K (Contract Modification).

The RTC's Project Manager may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the RTC's Project Manager.

The Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section GC.12.B (Arbitration) of the Contract.

B. Arbitration

1. Right of Arbitration

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Contractor, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall have notified the other party pursuant to Subsections 5 and 6 of this Section.

2. Designation of Arbitrators

Within the notice provided pursuant to Subsection 6 of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the RTC and the Contractor. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

3. Arbitration Costs and Attorneys Fees

The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

4. Right of Joinder

In the event that the RTC is named as a party to any arbitration action or commences an arbitration action against a party other than the Contractor, which arises out of, results from, or is connected with,

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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.

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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.

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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 ate agreed upon by the contractor and Subcontractor. The Contractor shall submit the RTC's copy of its certified payroll and the certified payroll of each of the Subcontractors performing the Work of the Project to the RTC's Project Manager. The RTC's Project Manager may be contacted to view the reports.

The Contractor agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

Certified Payroll Reports will be available for public viewing upon request to the RTC's Project Manager.

d) Penalties

In accordance with NRS 338.060, the Contractor shall forfeit the penalty provided herein to the RTC for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Contractor or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the RTC, (iii) the Contractor or Subcontractor did not report to the RTC as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Contractor shall forfeit the penalty set forth in each violated subsection.

The Contractor hereby stipulates that the RTC may withhold not less than $20.00, nor more than $50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Contractor's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to $1,000 for the first violation and $5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Contractor or Subcontractor is determined by the RTC to have violated the provisions of this Section, the RTC may deduct from any payments due the Contractor, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Contractor, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

3. Federal Wage Rates

The Contractor shall comply that the Federal Wage Rates attached (*Exhibit C to the RTC-Contractor*

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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

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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:

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a) Comply with the provisions of Nevada Revised Statutes, Chapter 445A, Water Pollution Control.
b) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
c) All information and forms pertaining to Nevada's Storm Water Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm

The state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the contractor shall submit a Notice of Intent (NOI) to the Nevada division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI, and must remain on the Project site and be updated as necessary for the duration of the Project. As applicant, the contractor is responsible for insuring that all contractors, Subcontractors, and all other persons abide by the conditions of the permit. As applicant, the Contractor is further responsible for supplying complete copies of the NOI and SWPPP to all Project Subcontractors.

Any contracts between the Contractor and applicable Subcontractors must provide a monetary allowance for any storm water pollution control BMPs specified in the SWPPP.

The Contractor shall cause to have in place a qualified person with full authority to ensure that storm water control measures are implemented, including inspections, record keeping, deployment of resources, and shut-down or modification of construction activities as needed.

Throughout the Project area and the duration of the Project, all BMPs must be maintained to minimize erosion and prevent discharge of pollutants from the site. BMPs are required 24 hours a day, seven days a week, whether or not there is current construction activity on site.

As permit holder, the Contractor shall keep records of construction sit inspections for up to three years after completion of the Work.

The cost of all shut-down expenses, monetary penalties or sanctions resulting from violations of this regulation shall be the sole responsibility of the Contractor.

Measurement and payment for Storm Water Pollution Control shall be per lump sum for all Work required to comply with all state and federal regulations, including but no limited to permit fees, plan preparation, required signage, monies paid to Subcontractors, provision of storm water control monitor, record keeping, training, long-term stabilization, and all labor, equipment, and materials required to employ BMP's as set forth in state and federal regulations to prevent pollutants from entering MS4s and the waters of the United States.

G. Fire Prevention

The Contractor shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

H. Non-Discrimination

The RTC is committed to promoting full and equal business opportunity for all persons doing business with the RTC. The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if they or their Subcontractors are found guilty

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by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, age, disability, national origin, or any other protected status, the RTC may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor has non-responsible for future Projects.

I. Bidder's Preference Records *(for 100% locally funded projects only which exceed $250,000)* ***(NOT USED)***
In compliance with NRS 338, if the Contractor was awarded the Contract pursuant to receiving a preference in bidding:

1. Within 2 hours after the completion of the opening of the bids by the local government, the Bidder submitted to the RTC a ***signed affidavit*** which certified that, for the duration of the project, collectively, and not on any specific day (Local Certification):

a) At least **50%** of the workers employed on the public work, including any employees of the Bidder and of any subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada;

b) **All** vehicles used primarily for the public work will be:

(1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or

(2) Registered in Nevada;

c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727, at least **50%** of the design professionals working on the public work, including, without limitation, any employees of the Bidder and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and

d) The Contractor and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada its records concerning payroll relating to the public work.

Failure to comply with any requirement of a through d (Local Certification) above entitles the public body to a penalty specified below.

2. During the contract period, a person who submitted a bid on the public work or an entity who believes that an awarded Bidder has obtained a preference in bidding, but has failed to comply with the Local Certification requirements may file before the substantial completion of the public work, a written objection with the RTC for the Bidder performing the public work. The written objection must set forth the proof or substantiating evidence to support the belief of the person or entity that the awarded Bidder has failed to comply with the Local Certification requirements.

3. If the RTC receives a written objection pursuant to Paragraph 2 above, the RTC will determine whether the objection is accompanied by the proof or substantiating evidence required.

a) If the RTC determines that the objection is not accompanied by the required proof or substantiating evidence, the RTC will dismiss the objection.

b) If the RTC determines that the objection is accompanied by the required proof or substantiating evidence or if the RTC determines on its own initiative that proof or substantiating evidence of a failure to comply with Local Certification requirements exists, the RTC will determine whether the Bidder has failed to comply with Local Certification requirements and the RTC may proceed to award the contract accordingly or, if the contract has already been awarded, seek the remedy authorized below in Paragraph 4 below.

4. The RTC may recover by civil action against the party responsible for a failure to comply with a requirement of Local Certification, a penalty as described below for a failure to comply with Local Certification requirements above. If the RTC recovers a penalty pursuant to the preference of bidding, the RTC will report to the State Contractor's Board the date of the failure to comply, the name of the entity which failed to comply and the cost of the contract to which the entity that failed to comply was a party. The Board will maintain that information for not less than 6 years, and will provide that information to any public body or its authorized representative.

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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 work, 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

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inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

GC.14 CONTRACT INTERPRETATION

A. General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, Nevada, and any litigation shall be in a competent jurisdiction in Clark County, Nevada.

Questions regarding the meaning and intent of the Contract documents must be referred in writing by the Contractor to the RTC's Project Manager. Where practical, the RTC's Project Manager shall respond to the Contractor in writing with a decision within seven calendar days of receipt of the request. If Contractor disagrees with the RTC's Project Manager's decision, it can follow the procedures specified in Section GC.12 (Disputes Between Parties).

B. Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

C. Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Contractor. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the RTC:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. RTC-Contractor Agreement
4. Federal Conditions
5. General Conditions
6. Specifications, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the RTC)

D. Standards and Codes

Whenever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

Where applicable, reference to the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

E. Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the RTC's interpretation.

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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 Contactor 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

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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 Contact 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

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project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the RTC's or Consultant's common law or other reserved rights.

I. Prohibited Interest

No official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

J. Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

K. No Personal Liability

No official, officer, employee or agent of the RTC shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

L. Contract Modification

The Contract represents the entire and integrated agreement between the RTC and the Contractor and supersedes prior negotiations, representations or agreements, written or oral, made by either party. The Contract may only be amended by a Change Order.

M. State of Nevada Legal Holidays

The Contractor is advised that there are eleven legal holidays, for which the RTC employees and/or representatives will not be required to work. However, the Governor of the State of Nevada does have the option to give two other legal holidays. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. The firm legal holidays are as follows:

1. Martin Luther King’s Birthday
2. President’s Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Nevada Admission Day
7. Veteran’s Day
8. Thanksgiving Day
9. Family Day (the Friday after Thanksgiving Day)
10. Christmas Day
11. New Year’s Day

N. Reporting of Alleged Violations of the Law

The Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

O. Project Signs

The Contractor shall provide, install and maintain four Project signs for the duration of the Project. The signs must be installed within three business days of the issuance of the Notice to Proceed and must be installed where directed by the RTC’s Project Manager. The Contractor will have size, verbiage and location approved by the RTC’s Project Manager before installation of the signs.

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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

Attached

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STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER

OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2021 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2020

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021*

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance.

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
EQUIPMENT GREASER (GREASE TRUCK)
EQUIPMENT GREASER (GREASE TRUCK/MULTI SHIFT)
EQUIPMENT GREASER TUNNEL(GREASE TRUCK)
FENCE ERECTOR
FIELD SOILS AND MATERIAL TESTER
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

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Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

a) The basic hourly rate of pay; and
b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.
"Bona fide fringe benefit" means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see NRS 338.010 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.

2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."

3. The work description for a particular class is not intended to be jurisdictional in scope.

4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.

5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.

6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates
The zone rate has been added to each applicable craft.

Premium Pay
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

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PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		79.50
Air Balance Technician-Foreman		84.56
Air Balance Technician-General Foreman		89.62

See AIR BALANCE TECHNICIAN JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 30 miles $0.00
Zone 2- 31 to 50 miles $2.50
Zone 3- 51 to 100 miles $3.50 (including Laughlin)
Zone 4- over 100 miles $5.00

ADD PREMIUM PAY

All work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay.

Sunday and Holidays shall be paid at double (2) times the straight time of pay.

ALARM INSTALLER		Union
Alarm Installer		68.53
Alarm Installer Foreman		73.98
Alarm Installer General Foreman		79.43

See ALARM INSTALLER JOB DESCRIPTION

In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:
Zone 1- 0 to 25 miles $0.00
Zone 2- 25 to 55 miles $2.50
Zone 3- 56 miles and over $3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day or a shift.

Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.

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2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

BOILERMAKER	Union
Boilermaker	65.94

BOILERMAKER, includes but is not limited to:
1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

BRICKLAYER	Union
Bricklayer-Journeyman	59.83

See BRICKLAYER JOB DESCRIPTION

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (40) miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0-40 Miles	$0.00
Zone 2-	41-50 Miles	$2.50
Zone 3-	51-70 Miles	$5.00
Zone 4-	Over 70 Miles	$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

ADD PREMIUM PAY
Section A. Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.,

Section B. Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.
1. Employees will be paid double time for hours worked on Union recognized Holidays.

2. Employees will be paid double time on Sundays.

3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall

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be paid at double the applicable hourly rate.

Section C.
1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.

2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents ($.50) per hour for each of those eight hours.

3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents ($3.25) for each of those seven hours.

4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.
Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

CARPENTER	Union
Carpenter-Journeyman	65.36
Carpenter-Welder	66.36
Carpenter-Foreman	69.40
Carpenter-General Foreman	73.84

See CARPENTER JOB DESCRIPTION

ADD ZONE RATE
In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	40 to 60 miles	$2.50
Zone 3-	Over 60 miles	$4.25
Colorado River Region		$2.00

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity.

CEMENT MASON	Union

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Cement Mason-Journeyman	59.33
Cement Mason-Foreman	63.55
Cement Mason-General Foreman	65.66

See CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 50 miles $0.00
Zone over 50 miles $4.00

ADD PREMIUM PAY
OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

ELECTRICIAN- COMMUNICATION TECHNICIAN	Union
Installer/Technician	49.08
Senior Installer/Technician	68.53
Installer/Technician Foreman	73.98
Installer/Technician General Foreman	79.43

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:
Zone 1- 0 to 25 miles $0.00
Zone 2- 26 to 55 miles $2.50
Zone 3- 55 miles and over $3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME

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1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	Union
Groundman	45.69
Lineman	68.38
Foreman	74.80
General Foreman	81.44
Heavy Equipment Operator	56.09

See ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN	Union
Journeyman	54.44
Foreman	55.44

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL
Second Shift (Swing) will be an additional $0.75 cents per hour.
Third Shift (Graveyard) will be an additional $1.00 per hour.

HIGH TIME (Working at heights)
1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional $2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional $3.25 per hour in addition to their normal rate for a minimum of 4 hours.

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FOREMAN
1. First employee on the job must have a CDL and Welder certification and shall be paid $1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional $1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman-Journeyman	68.89
Wireman-Cable Splicer	69.41
Wireman-Foreman	74.38
Wireman-General Foreman	79.87

See ELECTRICIAN WIREMAN JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-	0 to 25 miles	$0.00
Zone 2-	26 to 55 miles	$2.50
Zone 3-	over 55 miles	$3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.
Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

WELDERS
1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	92.65
Elevator Constructor-Mechanic In Charge	99.82

ELEVATOR CONSTRUCTOR, includes but is not limited to:
1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger

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elevators, escalators and dumbwaiters;
2. Cutting prefabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (RACK)	Union
Equipment Greaser (Rack)	77.23

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK)	Union
Equipment Greaser (Grease Truck)	79.82

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)	Union
Equipment Greaser (Grease Truck/Multi-Shift)	78.72

ADD ZONE RATE

In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00

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Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER TUNNEL (GREASE TRUCK)	Union
Tunnel, Equipment Greaser (Grease Truck)	79.44

ADD ZONE RATE
In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FENCE ERECTOR	Non-Union
Fence Erector	19.02

FENCE ERECTOR
Includes but is not limited to:
1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	Union
Field Asphaltic Concrete (Soils and Material tester)	76.94

ADD ZONE RATE
In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

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FIELD SOILS AND MATERIAL TESTER	Union
Field Soils and Material Tester	76.94

ADD ZONE RATE
In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLAGPERSON	Union
Flagperson	57.29

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

ADD ZONE RATE
In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLOOR COVERER **See Amendment 2**	Union
Floor Coverer-Journeyman	54.76
Floor Coverer-Foreman	60.64

See FLOOR COVERER JOB DESCRIPTION

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.

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2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

GLAZIER **See Amendment 3**	Union
Glazier-Journeyman	77.05
Glazier-Foreman	81.95
Glazier-Superintendent	84.39

See GLAZIER JOB DESCRIPTION

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

HIGHWAY STRIPER	Union
Highway Striper	58.79

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 50 Miles $0.00
Zone 2- 50 Miles and Over $3.75 including Laughlin area.

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ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason	59.10

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	60.19
Plasterer Tender-Foreman	Foreman $3.00 above highest paid journeyman supervised.
Plasterer Tender-General Foreman	General Foreman $3.00 above highest paid foreman supervised.

See HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

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IRON WORKER	Union
Ironworker-Journeyman	74.49
Ironworker-Foreman	78.59
Ironworker-General Foreman	83.10

See IRON WORKER JOB DESCRIPTION

ADD ZONE RATE **SEE AMENDMENT 4 FOR ZONE RATES, SEE AMENDMENT 4A & 4B**

In addition to Iron Worker rates add the applicable amounts per hour, calculated based on a road mile from the Las Vegas City Hall.

Zone 1- 60 - 75 Miles $3.13
Zone 2- 75 - 100 Miles $6.26
Zone 3- 100 miles and over $7.50

Travel Reimbursement First Day In/ Last Day Out

Zone 1 - 60 - 75 Miles $25.00
Zone 2- 75 - 100 Miles $50.00
Zone 3- 100 miles and over $60.00
Each additional 50 miles $25.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

LABORER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	58.79
Group 2	59.00
Group 3	59.10
Group 4	59.19
Group 5	59.29
Group 6A	60.53
Group 6B	60.03
Group 6C	59.78

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Group 6D	60.39
Group 6E	60.03
Group 7	59.10
Foreman $3.00 above highest paid journeyman supervised.	
General Foreman $3.00 above highest paid foreman supervised.	

See LABORER JOB DESCRIPTION

ADD LABORER ZONE RATE
In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 50 Miles $0.00
Zone 2- 50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MECHANICAL INSULATOR	Union
Mechanical Insulator-Journeyman	68.48
Mechanical Insulator-Foreman	72.34
Mechanical Insulator-General Foreman	76.20

See MECHANICAL INSULATOR JOB DESCRIPTION

ADD ZONE RATE
In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road mile figured from Clark County Courthouse:
Zone 1- 20-45 miles- $4.00
Zone 2- 45-75 miles- $5.00
Zone 3- 75-150 miles- $7.00
Zone 4- 150 miles and over- $8.00

ADD PREMIUM PAY
Swing Shift 10% per hour $4.83
Grave Shift 15% per hour $7.24

MILLWRIGHT	Union
Millwright-Journeyman	66.36
Millwright-Welder	67.36
Millwright-Foreman	70.23
Millwright-General Foreman	74.49

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE
In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from

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Maryland Parkway and Charleston:

Zone 1-	0-20 miles	$0.00
Zone 2-	20-40 miles	$2.50
Zone 3-	over 40 miles	$4.25

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity.

OPERATING ENGINEER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.99
Group 2	76.94
Group 3	77.23
Group 4	78.72
Group 5	79.82
Group 6	78.94
Group 7	80.04
Group 8	79.05
Group 9	80.15
Group 10	79.17
Group 11	80.27
Group 12	79.34
Group 13	79.44
Group 14	79.47
Group 15	79.55
Group 16	79.67
Group 17	79.84
Group 18	79.94
Group 19	80.05
Group 20	80.17
Group 21	80.34
Group 22	80.44
Group 23	80.55
Group 24	80.67
Group 25	80.84
Add $.50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and

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grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT	Union
SEE GROUP CLASSIFICATIONS	
Group 1	
Engineer Oiler	79.67
Forklift Operator	78.58
Group 2	
Truck Crane Oiler	78.72
Group 3	
A-Frame or Winch Truck Operator	78.72
Ross Carrier Operator (Jobsite)	78.72
Group 4	
Bridge-Type Unloader and Turntable Operator	78.72
Helicopter Hoist Operator	78.72
Group 5	
Hydraulic Boom Truck (Pitman)	78.94
Stinger Crane (Austin-Western or Similar Type)	78.94
Tugger Hoist Operator (1 Drum)	78.94
Group 6	
Bridge Crane Operator	79.05
Cretor Crane Operator	79.05
Hoist Operator (Chicago Boom and Similar Type)	79.05
Lift Mobile Operator	79.05
Lift Slab Machine Operator (Vagtborg and Similar Types)	79.05
Material Hoist/Manlift Operator	79.05
Polar Gantry Crane Operator	79.05
Self Climbing Scaffold (or Similar Type)	79.05
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	79.05

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Silent Piler	79.05
Tugger Hoist Operator (2 Drum)	79.05
Group 7	
Pedestal Crane Operator	79.17
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	79.17
Tower Crane Repairman	79.17
Tugger Hoist Operator (3 Drum)	79.17
Group 8	
Crane Operator (up to and including 25-ton capacity)	81.14
Crawler Transporter Operator	79.34
Derrick Barge Operator (up to and including 25-ton capacity)	79.34
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25-ton capacity)	79.34
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	79.34
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	81.14
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	79.51
Highline Cableway Operator	79.51
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	79.51
K-Crane	79.51
Polar Crane Operator	79.51
Self-Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	79.51
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	82.56
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	80.51
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	82.56
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	83.06

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Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	81.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	81.51
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	83.06
Tower Crane Operator and Tower Gantry	83.51
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	85.70
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	82.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	82.51
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	85.70
Group 13	
Crane Operator (over 300 tons)	87.07
Derrick Barge Operator (over 300 tons)	83.51
Helicopter Pilot	83.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	83.51
Mobile Tower Crane Operator (over 300 tons)	87.07
Add $ .50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: CRANES, PILEDRIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER-SURVEYOR	Union

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SEE GROUP CLASSIFICATIONS	
Group 1	77.91
Group 2	78.72
Group 3	78.94
Group 4	79.22
Group 5	79.34
Group 6	79.44
Group 7	79.47
Group 8	79.84
Group 9	79.97
Group 10	80.47

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER –TUNNEL	Union
SEE GROUP CLASSIFICATIONS	
Group 1	77.84
Group 2	78.79
Group 3	79.08
Group 4	79.22
Group 5	79.44
Group 6	79.54
Group 7	79.67
Group 8	79.84
Group 9	79.97

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

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In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PAINTER	Union
Painter-Journeyman	61.92
Painter-Foreman	65.75
Painter-General Foreman	69.93

See PAINTER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	41 to 60 miles	$2.50
Zone 3-	over 60 miles	$4.25
Laughlin		$2.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*If there is less than 8 hours between shifts then the 2nd shift becomes a continuation of the 1st shift, and if the majority of the work performed is outside of the regular day shift then it is 7-1/2 hours for 8.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

PILEDRIVER	Union
Driverman, Rigman, Bridge and Dock Carpenter	65.56

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Certified Welder	66.56
Piledriver-Foreman	69.62
Diver-Diving (wet pay)	116.24
Stand-By Diver	70.62
Tender	69.62

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

ADD ZONE RATE
In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	40 to 60 miles	$2.50
Zone 3-	Over 60 miles	$4.25
Colorado River Region		$2.00

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity.

PLASTERER	Union
Plasterer-Journeyman	57.81
Plasterer-Foreman	61.89
Plasterer-General Foreman	63.93

See PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 miles	$0.00
Zone 2-	over 50 miles	$4.00

ADD PREMIUM PAY

OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

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For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

HIGH TIME – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar ($1.00) per hour.

NOZZLE MAN – The nozzle man applying fireproofing material shall receive an additional $2.00 per hour for the period in which he operates any nozzle.

PLUMBER/PIPEFITTER	Union
Plumber/Pipefitter-Journeyman	68.73
Plumber/Pipefitter -Foreman	73.34
Plumber/Pipefitter -General Foreman	77.93

PLUMBER, includes but is not limited to:
Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

ADD ZONE RATE
In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-	0-20 miles	$0.00
Zone 2-	21-45 miles	$3.75
Zone 3-	46-75 miles	$7.50
Zone 4-	76 miles and over	$11.25

ADD PREMIUM PAY
Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (l ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays

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and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

REFRIGERATION	Union
Refrigeration-Journeyman	68.73
Refrigeration-Foreman	73.34
Refrigeration-General Foreman	77.93

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ADD ZONE RATE
In addition to REFRIGERATION MECHANIC rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-	0-20 miles	$0.00
Zone 2-	21-45 miles	$3.75
Zone 3-	46-75 miles	$7.50
Zone 4-	76 miles and over	$11.25

ADD PREMIUM PAY

Holidays - All work performed on the following holidays shall be paid at two (2) times Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.
Overtime - Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at

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regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (1½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (1 ½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ROOFER	Union
(Does not include sheet metal roofs)	
Roofer-Journeyman	40.18
Roofer-Foreman	46.22

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SHEET METAL WORKER	Union
Sheet Metal-Journeyman	79.50
Sheet Metal-Foreman	84.56
Sheet Metal-General Foreman	89.62

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE

In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 30 miles	$0.00
Zone 2-	31 to 50 miles	$2.50
Zone 3-	51 to 100 miles	$3.50 (including Laughlin)

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Zone 4- over 100 miles $5.00

ADD PREMIUM PAY

All work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay.

Sunday and Holidays shall be paid at double (2) times the straight time of pay.

SPRINKLER FITTER	Union
Sprinkler Fitter-Journeyman	70.58
Sprinkler Fitter-Foreman	73.33
Sprinkler Fitter-General Foreman	75.58

SPRINKLER FITTER
Includes but is not limited to:
Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TAPER	
Taper	61.92
Taper-Foreman	65.75
Taper-General Foreman	69.93

See TAPER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles $0.00
Zone 2- 41 to 60 miles $2.50
Zone 3- over 60 miles $4.25
Laughlin $2.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

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1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*If there is less than 8 hours between shifts then the 2nd shift becomes a continuation of the 1st shift, and if the majority of the work performed is outside of the regular day shift then it is 7-1/2 hours for 8.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	43.24
Tile Setter	58.18
Terrazzo Worker/Marble Mason	60.81

See TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0-40 Miles	$0.00
Zone 2 -	41-50 Miles	$3.75
Zone 3-	51-70 Miles	$5.00
Zone 4 -	Over 71 Miles	$10.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	58.79

TRAFFIC BARRIER ERECTOR, includes but is not limited to:
Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

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TRUCK DRIVER	
SEE GROUP CLASSIFICATIONS	Union
Group 1	59.67
Group 2	59.77
Group 3	59.98
Group 4	60.16
Group 5	60.31
Group 6	60.66
Foreman $1.00 above highest paid journeyman supervised.	

TRUCK DRIVER, includes but is not limited to:
Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.
(Also, see descriptions listed with Truck Driver rates, if any)

ADD ZONE RATE
In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-	0 to 20 miles	$0.00
Zone 2-	20 to 40 miles	$1.50
Zone 3-	40 to 60 miles	$2.50
Zone 4-	Over 60 miles	$3.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

WELL DRILLER	Non-Union
Well Driller	43.88

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

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GROUP CLASSIFICATIONS

LABORER

Group 1

- Construction Clean-Up
- Dry packing of concrete & filling of form bolt holes
- File grader, highway & street paving, airport runways & similar type heavy construction
- Gas & oil pipeline laborer
- Guinea chaser
- Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
- Laborer, packing rod steel & pans
- Laborer, temporary water lines (portable type)
- Landscape gardener
- Nurseryman
- Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
- Underground laborer, including caisson bellowers
- Scaffold Erector (under 14 ft.)
- Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
- Materials Handler – (incidental to trade)
- Tool Crib
- Light Crib
- Light Tool Repairman
- Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
- Mechanical Stabilized Earth Wall
- Construction Clean Up
- Certified Firewatch

Group 2

- Asphalt raker, ironer, spreader, luteman
- Buggymobile man
- Cement dumper (on one yard or larger mixers & handling bulk cement)
- Cesspool digger and installer
- Chucktender (except tunnels)
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
- Gas and oil wrapper, pot tender and form man
- Making and caulking of all non-metallic pipe joints
- Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
- Operator of cement grinding machine
- Riprap stonepaver
- Roto-scraper

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- Sandblaster (pot tender)
- Scaler
- Septic tank digger and installer (lead man)
- Tank scaler and cleaner
- Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

- Cutting torch operator
- Gas and oil pipeline wrapper
- Gas and oil pipeline laborer, certified
- Jackhammer and/or pavement breaker
- Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drainpipe and underground tile
- Mudcutter
- Concrete vibrator operator, all sizes
- Rock slinger
- Scaler (using bos'n chair or safety belt or power tools)
- Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
- Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drainpipe and underground tile.
- Cement dumper (on one yard or larger mixers and handling bulk cement
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Decorative rock installer (ponds, waterfalls, etc.)
- Shotcrete/gunite

Group 4

- Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
- Head rock slinger
- Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
- Sandblaster (nozzleman)
- Steel header-board man

Group 5

- Driller (core, diamond or wagon)
- Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
- Gas and oil pipeline fusion
- Gas and oil pipeline wrappers, 6" pipe and over

Group 6

- Miner and Bullgang

Group 7

- Asbestos Abatement
- Lead Abatement
- Hazardous Waste Abatement
- Petro-Chemical Abatement

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- Radiation Remediation
- Microbial Remediation
- $.50 wage rate above group III when wearing protective suite or respirator
- Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Bargeman
- Blade Operator Assistant
- Brakeman
- Compressor Operator
- Ditch Witch, with seat or similar type equipment
- Elevator Operator - inside
- Engineer Oiler
- Forklift Operator (under 5 Tons)
- Generator Operator
- Generator, Pump or Compressor Plant Operator
- Pump Operator
- Signalman
- Steam Cleaner/Pressure Washer
- Switchman

Group 2

- Asphalt-Rubber Plant Operator (Nurse Tank Operator)
- Concrete Mixer Operator - Skip type
- Conveyor Operator
- Fireman
- Forklift Operator (over 5 Tons)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- PJU Side Dump Jack
- Rotary Drill Helper (Oilfield)
- Screening and Conveyor Machine Operator (or similar types)
- Skiploader (wheel type up to ¾ yd. without attachment)
- Tar Pot Fireman
- Temporary Heating Plant Operator
- Trenching Machine Oiler

Group 3

- Asphalt-Rubber Blend Operator
- Bobcat or similar type (Skid Steer)
- Ford Ferguson (with dragtype attachments)
- Helicopter Radioman (ground)
- Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

- Asphalt Plant Fireman
- Backhoe Operator (Mini-Max or similar type)
- Boring Machine Operator

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- Boring System Electronic Tracking Locator
- Boxman or Mixerman (Asphalt or Concrete)
- Chip Spreading Machine Operator
- Concrete Cleaning Decontamination Machine Operator
- Concrete Pump Operator (small portable)
- Drilling Machine Operator, Small Auger Types (Texoma Super
- Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
- Guard Rail Post Driver Operator
- Highline Cableway Signalman
- Horizontal Directional Drilling Machine
- Hydra-Hammer-Aero Stomper
- Micro Tunneling (above ground tunnel)
- Power Concrete Curing Machine Operator
- Power Concrete Saw Operator
- Power - Driven Jumbo Form Setter Operator
- Power Sweeper Operator
- Rock Wheel Saw/Trencher
- Roller Operator (compacting)
- Screed Operator (Asphalt or Concrete)
- Trenching Machine Operator (up to 6 ft.)
- Vacuum or Muck Truck

Group 5

No current classification

Group 6

- Articulating Material Hauler
- Asphalt Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Planer Operator
- Dandy Digger
- Deck Engine Operator
- Derrickman (Oilfield type)
- Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
- Drilling Machine Operator (including water wells)
- Hydrographic Seeder Machine Operator (straw, pulp or seed)
- Jackson Track Maintainer, or similar type
- Kalamazoo Switch Tamper, or similar type
- Machine Tool Operator
- Maginnis Internal Full Slab Vibrator
- Mechanical Berm, curb or gutter (concrete or asphalt)
- Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
- Micro Tunnel System (below ground)
- Pavement Breaker Operator (truck mounted)

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- Road Oil Mixing Machine Operator
- Roller Operator (asphalt or finish)
- Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck) Self-Propelled Tar Pipelining Machine Operator
- Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
- Tugger Hoist Operator (1 drum)
- Ultra High-Pressure Waterjet Cutting Tool System Operator
- Vacuum Blasting Machine Operator
- Welder - General

Group 7

- Welder - General (Multi-Shift)

Group 8

- Asphalt or Concrete Spreading Operator (Tamping or Finishing)
- Asphalt Paving Machine Operator (Barber Greene or similar type)
- Asphalt-Rubber Distributor Operator
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
- Cast in Place Pipe Laying Machine Operator
- Combination Mixer and Compressor Operator (Gunite Work)
- Compactor Operator - self propelled
- Concrete Mixer Operator - Paving
- Crushing Plant Operator (Non-Portable)
- Drill Doctor
- Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
- Elevating Grader Operator
- Grade Checker
- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman
- Heavy Equipment Robotics Operator
- Kalamazoo Balliste Regulator or similar type
- Kolman Belt Loader and similar type
- Le Tourneau Blob Compactor or similar type
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Master Environmental Maintenance Mechanic
- Mobark Chipper or similar types
- Ozzie Padder or similar types
- PC 490 Slot Saw
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Portable Crushing Plant Operator
- Pumpcrete Gun Operator
- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison type)

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- Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
- Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
- Self-Propelled Curb and Gutter Machine Operator
- Shuttle Buggy
- Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
- Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
- Surface Heaters and Planer Operator
- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
- Tractor Operator (boom attachments)
- Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
- Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating
  Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
- Ultra High-Pressure Waterjet Cutting Tool System Mechanic
- Water Pull (compaction)

Group 9

- Heavy Duty Repairman (Multi-Shift)

Group 10

- Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
- Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
- Dual Drum Mixer
- Heavy Duty Repairman-Welder Combination
- Monorail Locomotive Operator (diesel, gas or electric)
- Motor Patrol - Blade Operator (single engine)
- Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
- Pneumatic Pipe Ramming Tool and similar types
- Pre-Stressed Wrapping Machine Operator (2 Operators required)
- Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
- Tower Crane Repairman
- Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
- Welder-Certified
- Woods Mixer Operator (and similar Pugmill equipment)

Group 11

- Dynamic Compactor LDC350 (or similar types)

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- Heavy Duty Repairman-Welder Combination (Multi-Shift)
- Welder-Certified (Multi-Shift)

Group 12

- Auto Grader Operator
- Automatic Slip Form Operator
- Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
- Hoe Ram or similar with Compressor
- Mass Excavator Operator - Less than 750 cu. yds.
- Mechanical Finishing Machine Operator
- Mobile Form Traveler Operator
- Motor Patrol Operator (multi-engine)
- Pipe Mobile Machine Operator
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
- Vermeer Rock Trencher (or similar type)

Group 13

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

- Canal Liner Operator (not less than four (4) employees – Operator, Oiler, Welder, Mechanic, Grade Checker required)
- Canal Trimmer Operator
- Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
- Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine - up to and including 25 yds. struck)

Group 16

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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- Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

- Rotex Concrete Belt Operator (or similar types)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25

- Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)

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- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group 1
- Engineer Oiler
- Forklift Operator

Group 2
- Truck Crane Oiler

Group 3
- A-Frame or Winch Truck Operator
- Ross Carrier Operator (jobsite)

Group 4
- Bridge-Type Unloader and Turntable Operator
- Helicopter Hoist Operator

Group 5
- Hydraulic Boom Truck (Pitman)
- Stinger Crane (Austin-Western or similar type)
- Tugger Hoist Operator (1 drum)

Group 6
- Bridge Crane Operator
- Cretor Crane Operator
- Hoist Operator (Chicago Boom and similar type)
- Lift Mobile Operator
- Lift Slab Machine Operator (Vagtborg and similar types)
- Material Hoist/Manlift Operator
- Polar Gantry Crane Operator
- Self-Climbing Scaffold (or similar type)
- Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
- Silent Piler
- Tugger Hoist Operator (2 drum)

Group 7
- Pedestal Crane Operator
- Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
- Tower Crane Repairman
- Tugger Hoist Operator (3 drum)

Group 8
- Crane Operator (up to and including 25-ton capacity)
- Crawler Transporter Operator
- Derrick Barge Operator (up to and including 25-ton capacity)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25-ton capacity)

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- Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9

- Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Highline Cableway Operator
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50-ton M.R.C.)
- K-Crane
- Polar Crane Operator
- Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).
-

Group 10

- Crane Operator (over 50 tons, up to and including 100-ton M.R.C.)
- Derrick Barge Operator (over 50 tons, up to and including 100-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100-ton M.R.C.)
- Mobile Tower Crane Operator (over 50 tons, up to and including 100-ton M.R.C.)

Group 11

- Crane Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Derrick Barge Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200-ton M.R.C)
- Mobile Tower Crane Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Tower Crane Operator and Tower Gantry

Group 12

- Crane Operator (over 200 tons, up to and including 300-ton M.R.C.)
- Derrick Barge Operator (over 200 tons, up to and including 300-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300-ton M.R.C.)
- Mobile Tower Crane Operator (over 200 tons, up to and including 300-ton M.R.C.)

Group 13

- Crane Operator (over 300 tons)
- Derrick Barge Operator (over 300 tons)
- Helicopter Pilot
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1

- Chainman

Group 2

- Rodman

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Group 3
- Instrument man

Group 4
- Global Position Systems Chainman and Rodman
- Hydrographic Engineering Technician I (Chainman)

Group 5
- Party Chief

Group 6
- E.D.M. or Fathometer Instrument man

Group 7
- Certified Party Chief

Group 8
- Hydrographic Engineer Party Chief

Group 9
- Certified Hydrographic Engineer Party Chief
- Global Position Systems Party Chief

Group 10
- Chief of Parties
- Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
- Heavy Duty Repairman Helper

Group 2
- Skiploader (wheel type up to ¾ yd. without attachment)

Group 3
- Power - Driver Jumbo Form Setter Operator

Group 4
- Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5
- Bit Sharpener
- Equipment Greaser (Grease Truck)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tugger Hoist Operator (1 drum)

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- Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
- Welder - General

Group 6
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
- Drill Doctor
- Grouting Machine Operator
- Heading Shield Operator
- Heavy Duty Repairman
- Jumbo Pipe Carrier
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Mucking Machine Operator (1/4 yd.)
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Pneumatic Heading Shield (tunnel)
- Pumpcrete Gun Operator
- Tractor Compressor Drill Combination Operator
- Tugger Hoist Operator (2 drum)
- Tunnel Locomotive Operator (over 30 tons)

Group 7
- Heavy Duty Repairman-Welder Combination

Group 8
No current classification

Group 9
- Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1
- Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2
- Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3
- Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

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Group 4

- Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

- Drivers of trucks and trailers in combination (six axles or more).

Group 6

- All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

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state contractors board
Measure up...use licensed contractors.

(http://www.nscb.nv.gov/)

License Details

Current Date: **9/20/2021 7:33:25 AM (mm/dd/yyyy)**

License Number: **0082102**

Business Primary Name:	A M R Z CONSTRUCTION LLC
DBA Name:	
Mailing Address:	6170 MADRE MESA DR LAS VEGAS, NV 89108 (702) 275-0091
Physical Address:	5716 ALINGTON BEND DR LAS VEGAS, NV 89139 (702)275-0091
Status:	Active
Status Date:	02/17/2021 (mm/dd/yyyy)
Origin Date:	02/16/2017 (mm/dd/yyyy)
Expiration Date:	02/28/2023 (mm/dd/yyyy)
Business Type:	Limited Liability Company
Classification(s):	A General Engineering
Limitation:	
License Monetary Limit:	$1,650,000.00

Principal Name	Relation Description
ROCCHIO, ANTHONY MICHAEL	Manager

Qualified Individual(s)	Qualifier Type
ROCCHIO, ANTHONY MICHAEL	CMS and Trade

Bond

Bond Type:	Surety
Bond Number:	NV 33647
Bond Agent:	JORDYN JEAN HANSON
Surety Company:	MERCHANTS BONDING COMPANY (MUTAL)
Bond Amount:	$30,000.00
Effective Date:	02/09/2017 (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

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New Disciplinary Actions Search

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RTC 2 HOUR SUBCONTRACTOR LIST

(List of First Tier Subcontractors Performing Over $250,000 and
First Tier Subcontractors Performing 1% of the Total Base Bid or $50,000 Whichever is Greater and
Bidder Performing 1% of the Total Base Bid and Which is not being Performed by a Listed Subcontractor)

The three low Bidders must submit this form if they have Subcontractor(s) meeting the requirements of NRS 338.141, and have it time-stamped within two hours after completion of the opening of the Bids. Submissions after the two hours will be rejected and/or returned unopened. The Contractor awarded the Contract shall not substitute any person for a Subcontractor who is named in this Bid, pursuant to NRS 338.141. If a Bidder does not submit this list and/or has not listed Subcontractor(s) that meet the statutory requirements, or lists a subcontractor that is on the Nevada Contractor's Board disqualified list, its Bid shall be deemed non-responsive. You may duplicate this form if necessary to list provide the full list required to meet statutory requirements.

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM*	NAME OF SUBCONTRACTOR OR BIDDER* PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
All Work will be performed by the Prime Bidder, AMRz Construction LLC	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	General Engineering A-82102
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	

*** If Bidder lists itself, it must include a description of the labor or portion of the work that it will perform; or a statement that it will perform all work other than that being performed by a subcontractor listed.**

Bidder Name:: AMRz Construction LLC Bidder Signature: Arthur M. Roselius

Address: 6170 Madre Mesa Dr. Las Vegas NV 89108 Total Base Bid Amount $ 284,000. Date: 9/16/21

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5% SUBCONTRACTOR LIST

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

DESCRIPTION OF LABOR OR PORTION OF WORK SUBCONTRACTOR OR BIDDER WILL PERFORM	NAME OF SUBCONTRACTOR OR BIDDER PERFORMING WORK	NEVADA CONTRACTOR LICENSE NUMBER
All Work will be performed by the Prime Bidder, AMRz Construction LLC	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	General Engineering A-82102
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE	

Bidder Name: AMRz Construction LLC Bidder Signature: Anton M. Rocchi

Address: 6170 Madre Mesa Dr. Las Vegas NV 89108 Total Base Bid Amount $284,000. Date: 9/16/21

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BID PROPOSAL INFORMATION

PWP NO. CL-CL2021 _498

COMPLETE AND UPLOAD IN NGEM

BIDDER INFORMATION:

BP.1 IN GENERAL

A.	Bidder Name	AMRz Construction LLC
B.	Contact Name	Anthony Rocchio
C.	Address	6170 Madre Mesa Drive
D.	City	Las Vegas
E.	State	NV
F.	Zip Code	89108
G.	Telephone No.	702-275-0091
H.	Fax No.	
I.	E-mail Address	anthonyr@amrzconstruction.com
J.	Tax ID No.	47-3243773

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.	82102
B.	Classification	General Engineering
C.	Monetary Limit (if any)	1,650,000.

BP.3 BUSINESS LICENSE

A.	Jurisdiction	Multi-Juristriction
B.	License No.	2002214-023-140

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

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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:

Addendum _____	Initial _____	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____
Addendum _____	Initial _____	Addendum _____	Initial _____

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

BP.7 BIDDER CHECKLIST

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

IN WITNESS THEREOF, the Bidder hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Bid document on this 16th day of September, 2021.

AMRz Construction LLC
Legal Name of Firm

Authorized Signature

Anthony M. Rocchio
Name/Typed or Printed

Managing Member
Title

FOR INFORMATIONAL PURPOSES ONLY

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

☑ No ☐ Yes If Yes, specify ☐ MBE ☐ WBE ☐ DBE

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

☑ No ☐ Yes If Yes, specify Certifying Agency _____

Attach a copy of your certification

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CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID	1002197178
LICENSE NUMBER:	2002214-023-140
LICENSE PERIOD:	05/01/2021 - 10/31/2021

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

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:
AMRZ Construction LLC
5716 Alington Bend Dr
Las Vegas, NV 89139

DUPLICATE
BUSINESS LOCATION ADDRESS:
5716 Allngton Bend Dr
Las Vegas, NV 89139

TYPE OF LICENSE: Construction - Contractor

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

Current Planning Comments :

R-2 zone. Approved for contractor. No employees permitted; no customers to residence; no signs on property.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Vincent V. Queano

VINCENT V. QUEANO
DIRECTOR OF BUSINESS LICENSE

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

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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 proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, it 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.

Otto M. Rozic 09/16/21

Bidder/Proposer's Signature and Date

AMRz Construction LLC

Typed or Printed Name

Managing Member

Title

AMRz Construction LLC

Company Name

6170 Madre Mesa Dr. Las Vegas NV 89108

Company Address

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other

Business Name: AMRz Construction LLC

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

Business Address: 6170 Madre Mesa Drive
Las Vegas NV 89108

Business Telephone: 702-275-0091

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
Anthony M. Rocchio	Managing Member

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:

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.

Anthony M. Rocchio Managing Member
Signature / Capacity

Anthony M. Rocchio
Print Name

9/16/21
Date

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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Contract No.: PWP CL 2021-498 Contractor/Subcontractor: AMRz Construction LLC

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

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: Anthony M Rocchio Date: 9/16/21

Name and Title: Anthony M. Rocchio Managing Member

RTC OF SOUTHERN NEVADA
Purchasing & Contracts
600 South Grand Central Parkway
Las Vegas, NV 89106

Phone: (702) 676-1500

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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
INVITATION TO BID
BUS STOP SIDEWALKS

Line Item	Line Item Description	Unit	Qty	Line Item Unit Price	Item Total
1.0	Owner Controlled Contingency	LS	1	$28,000.00	$ 28,000.00
1.1	Mobilization	LS	1	$29,184.	$29,184.-
1.2	General Conditions	LS	1	$28,000.	$28,000.-
1.3	Traffic Control to include T.C.P. permits	LS	1	$14,000.	$14,000.-
1.4	Owner Allownce (Encroachment) Permits	LS	1	$14,000.00	$ 14,000.00
2.0	Site Demolition / Haul and Disposal	CY	190	$30.-	$ 5,700.-
3.0	Excavation and Trenching	CY	192	$30.-	$ 5,760.-
3.1	Type II Aggregate	CY	6	$100.-	$ 600.-
4.0	Reinforced Concrete Bus Pad (per USDCCA STD Dwg. 234.2 and 234.5)	SY	140	$200.	$ 28,000.-
4.1	Concrete Sidewalk (per NDOT STD Dwg plan CS-2, USDCCA STD Dwg. 234)	SY	728	$80.	$ 58,240.
4.2	Curb and Gutter (Type 1 per NDOT STD Dwg plan CS-1, L Type per USDCCA STD Dwg. 216)	LF	1267	$40.	$ 50,680.
4.3	AC Sidewalk	SF	1656	$6.	$ 9,936.-
4.4	AC curb/dike	LF	100	$40.	$ 4,000.-
5.0	Post Sleeves	EA	14	$200.	$ 2,800.-
6.0	PVC Conduit	LF	120	$40.	$ 4,800.-
6.1	3-1/2 Pullbox	EA	1	$300.	$ 300.-
			TOTAL BID AMOUNT		$284,000.-

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BID BOND

BOND NUMBER: N/A

DATE EXECUTED: September 14, 2021

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: CL-2021-498 (herein the "Contract").

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

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

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

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

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

AMRz Construction, LLC
(Principal Contractor)

Anthony Rocchio/Managing Member
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Old Republic Surety Company

2520
(State of Nevada, License Number)

Lauri Clerico
(Appointed Agent Name)

By: _____
(Signature)

Address: 133 E. Warm Springs Rd. Ste. 101 Las Vegas, NV 89119

Telephone: 702-360-2000

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

LAURI A. CLERICO, JODI FISHER, OF LAS VEGAS, NV

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JULY, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of JULY, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-6121

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 14th day of Sept 2021.

Karen J. Haffner
Assistant Secretary

AMERICAN CONT. INSTITUTE INC.

22851-W POAORS 102020

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State of Nevada
County of Clark

This instrument was acknowledged before me on September 14, 2021 by Laura Clerico

Signature of notary officer

YVETTE HARTMANN
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 01-11-23
Certificate No: 19-1372-1

SUPPLIER LIST

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

BIDDER: AMRz Construction LLC

MATERIAL TO BE PROVIDED	NAME OF SUPPLIER
Concrete	Robertson Ready Mix 151 Cassia Way Henderson NV 89014 **Check if applicable:** ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE
	Check if applicable: ☐DBE ☐MBE ☐WBE ☐SBE ☐DVBE ☐PCBE

An official website of the United States government
Here's how you know

Download Follow

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
  - Reps and Certs
- Exclusions
- Responsibility / Qualification

AMRZ CONSTRUCTION, LLC

DUNS Unique Entity ID
085231968

SAM Unique Entity ID
N866HLL5XLZ7

CAGE/NCAGE
7TC98

Expiration Date	*Registration Status*
Feb 11, 2022	Active

Purpose of Registration
All Awards

Physical Address
6170 Madre Mesa DR
Las Vegas, Nevada
89108-3813, United States

Mailing Address
6170 Madre Mesa DR
Las Vegas, Nevada
89108-3813, United States

*The DUNS number is currently the official Unique Entity ID

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
(blank)

State / Country of Incorporation
North Dakota, United States

Division Name
(blank)

Division Number
(blank)

Congressional District
Nevada 04

Registration Dates

Activation Date
Feb 17, 2021

Submission Date
Feb 11, 2021

Initial Registration Date
Feb 23, 2017

Entity Dates

Entity Start Date
Feb 16, 2017

Fiscal Year End Close Date
Dec 31

Immediate Owner

CAGE
(blank)

Legal Business Name
(blank)

Highest Level Owner

CAGE
(blank)

Legal Business Name
(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

ENTITY TYPES

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Organization Factors
Limited Liability Company

Entity Type
Business or Organization

Profit Structure
For Profit Organization

FINANCIAL INFORMATION

Accepts Credit Card Payments
No

Debt Subject To Offset (What is this?)
No

Account Details

EFT Indicator
0000

CAGE Code
7TC98

POINTS OF CONTACT

Electronic Business

Anthony Rocchio

6170 Madre Mesa Drive
Las Vegas, Nevada 89108
United States

Government Business

Anthony Rocchio

6170 Madre Mesa Drive
Las Vegas, Nevada 89108
United States

Feedback

Our Website

Our Partners

Policies

Customer Service

General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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RTC ITB No. 22-010 Addendum 1
AMRZ Construction, LLC
AMRZ Construction, LLC
Supplier Response

Event Information

Number:	RTC ITB No. 22-010 Addendum 1
Title:	Service Change Sidewalks - Bus Stops Only
Type:	Invitation for Bid
Issue Date:	8/17/2021
Deadline:	9/16/2021 03:00 PM (PT)
Notes:	The primary purpose of the project is construction of curb and gutter, sidewalks, and bus shelter pads at fourteen (14) new bus stop locations in Las Vegas valley. This document identifies the scope of work for construction and civil improvement. **PWP-CL-2021-498**

Contact Information

Contact:	Royal Alexander
Address:	Purchasing and Contracts Regional Transportation Commission of Southern Nevada 600 S. Grand Central Parkway Las Vegas, NV 89106-4512
Phone:	(702) 676 x1637
Email:	alexanderro@rtcsnv.com

AMRZ Construction, LLC Information

Contact: Anthony Rocchio
Address: 6170 Madre Mesa Drive
LAS VEGAS
LAS VEGAS, NV 89139
Phone: (702) 275-0091
Email: anthonyr@amrzconstruction.com

By selecting the

Anthony Michael Rocchio
Signature

anthonyr@amrzconstruction.com
Email

Submitted at 9/16/2021 2:10:49 PM

Requested Attachments

BIDDER'S BUSINESS LICENSE — RTC Copy of AMRz 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 BOND — RTC Signed Bid Bond.pdf

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

BID PROPOSAL INFORMATION — RTC Bid Proposal Information.pdf

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

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT — RTC Organizational Chart Conflict of Interest Statement.pdf

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

DISCLOSURE OF OWNERSHIP FORM — RTC Ownership Disclosure.pdf

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

PROJECT WORKFORCE CHECKLIST — RTC Project workforce Checklist.pdf

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

5% SUBCONTRACTOR LIST — RTC 5% List.pdf

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

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.

2-HOUR SUBCONTRACTOR LIST — RTC 2 hour list.pdf

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

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 — RTC Supplier List.pdf

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

SUPERINTENDENT RESUME

No response

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

Certificate of Eligibility

No response

Certificate of Eligibility for claiming preference. Must be submitted with bid to claim preference.

Bidder’s Preference Affidavit

No response

Upload Preference Affidavit if claiming bidder's Preference.

Bid Attributes

1 BIDDER TAX ID NUMBER

Enter Bidder's tax ID number.

47-3243773

2 NEVADA STATE CONTRACTOR'S LICENSE

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

General Engineering A-82102 Bid Limit $1,650,000

3 BID PROPOSAL ACKNOWLEDGEMENT

The Bidder hereby proposes and agrees to the following:

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

☑ Acknowledged (Acknowledged)

4 BIDDER REPRESENTATION ACKNOWLEDGEMENT

The Bidder hereby represents to the RTC the following:

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

☑ Acknowledged (Acknowledged)

5 ADDENDA ACKNOWLEDGEMENT

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

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

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

☑ Acknowledged (Acknowledged)

6 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).

☑ Acknowledgment (Acknowledgment)

7 CERTIFICATE OF ELIGIBILITY

Each Bidder submitting a Bid to the Owner on a public work project for which the estimated cost exceeds $250,000 is responsible for ascertaining their eligibility for the bidder's preference and other matters relating thereto provided in NRS 338.147 and NRS 338.0117.

☐ YES, I am claiming a bidder's preference (YES, I am claiming a bidder's preference)

☑ NO, I am not claiming a bidder's preference (NO, I am not claiming a bidder's preference)

☐ N/A (N/A)

Bid Lines

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

Quantity: 1 UOM: LS Unit Price: $242,000.00 Total: $242,000.00

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

Quantity: 1 UOM: OWNER CONTROLLED ALLOWANCE Unit Price: $28,000.00 Total: $28,000.00

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

3	PERMIT ALLOWANCE. The Contractor is responsible for obtaining all permits and fees and shall provide proof of payment for each with its progress payment requests. Quantity: 1 UOM: PERMIT ALLOWANCE Unit Price: $14,000.00 Total: $14,000.00 Item Notes: The Permit Allowance will be added to all Bid submissions and will be displayed in the Bid tabulations.

Response Total: $284,000.00