CLARK COUNTY, NEVADA

CONTRACT FOR EMERGENCY REPLACEMENT
OF REGIONAL JUSTICE CENTER
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM
CBE NO. 603317-14

PWP# CL-2014-247

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<th>DATA PROCESSING AIR CORPORATION</th>
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<tr>
<td>NAME OF FIRM</td>
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<td>GARY DUPLOCK</td>
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<th>DESIGNATED CONTACT, NAME AND TITLE</th>
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<td>7531 EASTGATE ROAD</td>
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<td>HENDERSON, NEVADA 89011</td>
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<th>ADDRESS OF FIRM</th>
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<tr>
<td>INCLUDING CITY, STATE AND ZIP CODE</td>
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<tr>
<td>(702) 798-4564</td>
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<tr>
<th>(AREA CODE) AND TELEPHONE NUMBER</th>
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<td>(702) 798-4864</td>
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<td><a href="mailto:gduplock@dpair.com">gduplock@dpair.com</a></td>
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CBE NO. 603317-14

CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM

This Contract is made and entered into this _9_ day of _May_ 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and DATA PROCESSING AIR CORPORATION (hereinafter referred to as CONTRACTOR).

I - INSTRUCTIONS TO CONTRACTOR

1. CONTRACT DOCUMENTS

The Contract documents shall be inclusive of all documents listed in the “Table of Contents” contained herein.

2. PROJECT SCOPE OF WORK

As stated in CONTRACTOR’S Scope of Work and Cost Proposals dated May 6, 2014 attached hereto. Estimated time for completion is no later than June 30, 2014.

3. DESIGNATED CONTACTS

Mark Larson
Clark County Real Property Management – Operations Division
500 South Grand Central Parkway
Las Vegas, Nevada 89155
Ph: (702) 455-0879
E-Mail: MKL@clarkcounty.nev.gov

Darren R. Daniels
Clark County Real Property Management – Operations Division
500 South Grand Central Parkway
Las Vegas, Nevada 89155
Ph: (702) 455-2980
E-Mail: Darren.R.Daniels@clarkcounty.nev.gov

Adriane Garcia
Clark County Purchasing and Contracts
500 South Grand Central Parkway
Box 551217
Las Vegas, Nevada 89155-1217
Ph: (702) 455-2733
Fax: (702) 598-4237
E-Mail: akgarcia@clarkcounty.nev.gov

4. CONTRACTOR’S REPRESENTATION

A. CONTRACTOR represents that:

1. CONTRACTOR has read and understands the Contract Documents and asserts that the not to exceed cost of $190,204 is made in accordance therewith and shall be considered a firm offer.

2. CONTRACTOR has visited the project site and is familiar with the local conditions under which the work is to be performed.

B. Nevada State Contractors’ Board Licensing

1. CONTRACTOR must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.

2. CONTRACTOR and their Subcontractor/Independent Contractors shall comply with all provisions of Nevada Revised Statutes, Chapter 624 and Nevada Administrative Code, Chapter 624, through completion of the project.
C. Journeyman and Master Electrician and Plumbing Examination Program

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.

2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.

3. CONTRACTOR shall validate that their employee(s) or their Subcontractor’s employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. CONTRACTOR agrees to provide within twenty-four (24) hours of a request by COUNTY, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee’s cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to COUNTY.

4. Clark County Real Property Management – Operations Division and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to COUNTY.

D. Non-Discrimination and Fair Employment Practices

1. Discrimination:

   The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if CONTRACTOR or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; COUNTY may declare CONTRACTOR in breach of Contract, terminate Contract, and designate CONTRACTOR as non-responsible.

2. Fair Employment Practices:

   In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Contractor shall constitute a material breach of this Contract.

3. Close-out Documentation

   As a part of the required contract close-out documentation, CONTRACTOR shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, work to be performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as Close-out Documentation Summary Report of Subcontractors.

E. Disclosure of Ownership/Principals

   Any Contractor recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to COUNTY within twenty-four (24) hours after request.
F. Award of Contract

This Contract will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and CONTRACTOR has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Purchasing Administrator or her designee will issue a Purchase Order.

5. BONDS AND INSURANCE REQUIREMENTS

CONTRACTOR shall obtain the bonds and maintain through the Contract term the insurance coverage required in Exhibit A, incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions set forth in Exhibit A. The cost of the insurance coverage shall be included in the not to exceed amount.

A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

B. CONTRACTOR shall provide all submittals requested in this section within seven (7) business days of COUNTY'S request. If CONTRACTOR does not provide the submittals on or before the seventh business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, CONTRACTOR will pay to COUNTY the amount of $200.00 per day as liquidated damages.

6. FEDERAL, STATE, LOCAL LAWS

CONTRACTOR and their Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Contract.

7. RESPONSIBILITY OF CONTRACTOR

A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent Contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. CONTRACTOR shall be fully and solely responsible for safety and health conditions for conducting all operations under this Contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. CONTRACTOR shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions CONTRACTOR shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. CONTRACTOR shall notify COUNTY in writing of the name of their assign employee responsible for safety and health including a twenty-four hour telephone number prior to commencement of work. CONTRACTOR shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

C. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; COUNTY may declare CONTRACTOR in breach of the Contract, terminate the Contract, and designate CONTRACTOR as non-responsible.
D. CONTRACTOR acknowledges that CONTRACTOR and any Subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.

E. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product that violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by COUNTY of any products or services furnished by CONTRACTOR shall not in any way relieve CONTRACTOR of responsibility for the professional quality and technical accuracy and adequacy of its work. COUNTY’S review, approval, acceptance, or payment for any of CONTRACTOR’S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONTRACTOR’S performance or failures to perform under this Contract.

G. CONTRACTOR shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, CONTRACTOR will immediately replace him or her with a qualified person and inform COUNTY in writing.

H. As built drawings and related specifications shall become and remain the property of COUNTY. Copies of the drawings and specifications retained by COUNTY may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to COUNTY’S representative upon completion or termination of this Contract, whichever occurs first. COUNTY shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.

I. CONTRACTOR agrees that its officers, employees, Subcontractors and suppliers will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

J. CONTRACTOR agrees to provide the information on the attached “Disclosure of Ownership/Principals” form prior to any Contract award by the Board of County Commissioners.

K. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

8. RESPONSIBILITY OF OWNER

A. COUNTY agrees that its officers, employees, and contracted firms will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by COUNTY.

B. The review comments of COUNTY’S representative may be reported in writing as needed to CONTRACTOR. It is understood that COUNTY representative’s review and oral comments do not relieve CONTRACTOR from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written amendment(s) approved by the governing body.
CBE NO. 603317-14

CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM

II - GENERAL CONDITIONS

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

A. Notice to Proceed (for Work)

After receipt of all required bonds and proof of insurance, and any other required submittals, the Purchasing and Contracts Division will issue a purchase order which authorizes CONTRACTOR to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits.

1.2 TIME: COMPLETION OF PROJECT

A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract.

B. CONTRACTOR shall commence the work to be performed on the date set by COUNTY'S departmental representative in the purchase order and continuing the work in accordance with the approved schedule. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. CONTRACTOR shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of CONTRACTOR and shall have been included in the not to exceed amount(s).

1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Provision and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

2. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of CONTRACTOR. COUNTY is not responsible for any additional costs related to overtime work performed.

C. Contractor's Performance of Work

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.

D. Liquidated Damages

In case of failure on the part of CONTRACTOR to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if CONTRACTOR fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, CONTRACTOR shall pay to COUNTY, as liquidated damages, the sum of $200,000 for each calendar day of delay until the work is complete, together with any increased costs incurred by COUNTY in completing the work.

1.3 PERMITS AND FEES

CONTRACTOR shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/irreg; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified.

1.4 UTILITIES

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 CONTRACTOR at no additional cost to COUNTY, unless otherwise specified in this Contract.
1.5 STANDARDS AND CODES

A. Wherever references are made in the Contract to standards 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 to the work of the project, 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.


1.6 TAXES

CONTRACTOR shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The Contract amount and any approved change orders amounts shall include all taxes imposed by law. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR herein indemnifies and holds COUNTY harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that CONTRACTOR will not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of COUNTY and any sureties.

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

A. The Contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by CONTRACTOR. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:

1. Permits required by law from other agencies, and/or the County, issued to CONTRACTOR, and/or COUNTY.

2. Change orders, supplemental contracts and amended contracts.

3. Instructions to CONTRACTOR

4. General Conditions

5. Special Conditions

6. Contract Drawings, including any addenda.


8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.

C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.

D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.

E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.

F. CONTRACTOR shall not take advantage of any apparent error or omission in the Contract drawings or specifications. In the event CONTRACTOR discovers such an error or omission, CONTRACTOR shall immediately notify COUNTY.
1.9 **INDEMNITY**

A. Notwithstanding the insurance coverage required herein, CONTRACTOR hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents and, if applicable, its construction manager, its officers and employees, NV Energy from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by CONTRACTOR, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

CONTRACTOR'S aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

B. CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, its officers and employees, 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.

1.10 **ADA REQUIREMENTS**

All work performed or services rendered by CONTRACTOR must comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards, and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of CONTRACTOR to advise COUNTY should COUNTY'S requirements not meet the appropriate accessibility standards.

1.11 **AUDITS**

The performance of this Contract by CONTRACTOR is subject to review by COUNTY to insure Contract compliance. CONTRACTOR agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information shall be in writing to CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

1.12 **AUTHORITY**

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

1.13 **FORCE MAJEURE**

CONTRACTOR shall be excused from performance hereunder 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 COUNTY satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

1.14 **GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]**

This Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

1.15 **SEVERABILITY**

If any terms or provisions of this Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this Contract shall remain in full force and effect.
SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

A. CONTRACTOR hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY or its construction manager; provided that COUNTY or its construction manager shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY or its construction manager.

B. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

2.2 SUBSTITUTIONS ("OR EQUAL")

A. Policy

1. Prior to proposing any substitute material, product, or service, CONTRACTOR shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. CONTRACTOR may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in COUNTY'S interest.

2. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

3. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall bear the expense for any changes in other parts of the work caused by any substitutions.

4. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.

5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

2.3 DELIVERY, UNLOADING AND STORAGE

CONTRACTOR shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet COUNTY'S approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by CONTRACTOR.

2.4 PAYMENT OF MATERIAL

A. At the discretion of COUNTY, payment for materials on hand may be made when a paid invoice is presented to COUNTY, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions.
Payment for materials on hand does not alter the responsibility of CONTRACTOR for all materials until final acceptance of the work.

B. If materials are not specifically purchased for the work, but are taken from CONTRACTOR stock, then in lieu of invoices, there shall be submitted to COUNTY statements accompanied by an affidavit of CONTRACTOR, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to CONTRACTOR.

C. It is understood and agreed that the transfer of title to and COUNTY'S payment of such stored or stockpiled material shall in no way relieve CONTRACTOR of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.5 WARRANTY

A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new, and where grade is not specified, shall be 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 COUNTY. Unless otherwise provided in the Contract, CONTRACTOR warrants all equipment, materials, and labor furnished or performed under this Contract against defects in design, materials (unless furnished by COUNTY), and workmanship for a period of twelve (12) months (unless longer guarantees or warranties are provided for in the Contract in which case the longer periods of time shall prevail), from COUNTY'S final acceptance, regardless of whether the same were furnished or performed by CONTRACTOR or by any of its subcontractors of any tier. Upon receipt of written notice from COUNTY of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by CONTRACTOR at a time acceptable to COUNTY.

B. CONTRACTOR shall perform such tests as COUNTY may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by CONTRACTOR.

C. CONTRACTOR warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof. Should CONTRACTOR fail to promptly make the necessary redesign, repair, replacement, and tests, COUNTY may perform or cause to be performed the same at CONTRACTOR'S expense. CONTRACTOR and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

A. CONTRACTOR and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. CONTRACTOR shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $100,000 or more. CONTRACTOR is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.laborcommissioner.com, or by calling (702) 466-2795. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project.

B. In accordance with NRS 338.013.3, CONTRACTOR shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within ten (10) days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

C. In accordance with NRS 338.060 and 338.070, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on COUNTY'S project is paid less than the designated rate for any work done under the Contract by CONTRACTOR or any Subcontractor under it. If CONTRACTOR or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within fifteen (15) calendar days after the end of the month, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of CONTRACTOR'S business to determine the amount per worker per day to be imposed.
Contract for Emergency Replacement of Regional Justice Center Uninterruptible Power Supply (UPS) System

Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, CONTRACTOR shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys fees.

D. In accordance with NRS 338.070, CONTRACTOR and each Subcontractor shall keep or cause to be kept:

1. An accurate record showing for each worker employed by CONTRACTOR or Subcontractor:
   a) The name of the worker;
   b) The occupation of the worker;
   c) 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
   d) The actual per diem, wages, and benefits paid to the worker; and

2. An additional accurate record showing for each worker employed by CONTRACTOR or Subcontractor who has a driver’s license or identification card:
   a) The name of the worker;
   b) The driver’s license or identification card number of the worker; and
   c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY. CONTRACTOR, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver’s license or identification card issued by the State of Nevada, is received by COUNTY no later than fifteen (15) days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is confidential and not open to public inspection. CONTRACTOR, or any Subcontractor or agent or representative thereof, doing work on the Contract who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Contract by CONTRACTOR and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County Government Center
Purchasing and Contracts Division, 4th Floor
Attn: Construction Compliance Officer
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Attached are sample forms that may be used to document the above required information.

Two years after Contract’s final payment is made by COUNTY; the records in COUNTY’S possession may be destroyed.

E. CONTRACTOR shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.

F. Certified Payroll Reports: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, CONTRACTOR and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each workman employed by it in connection with the public work.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each contractor and subcontractor will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a Contract, CONTRACTOR will be notified after the award of the Contract.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor’s payroll and accounting software might be capable of generating a ‘comma delimited file’ that will interface with the software.
This requirement will be "flowed down" to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

CONTRACTOR and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than fifteen (15) calendar days after the end of the month for the purposes of public inspection. CONTRACTOR shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. CONTRACTOR shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from CONTRACTOR by the public body because CONTRACTOR failed to submit certified payroll reports within fifteen (15) calendar days after the end of the month if the Subcontractor provided certified payroll reports to CONTRACTOR within ten (10) calendar days after the end of the month or the date agreed upon by CONTRACTOR and Subcontractor. CONTRACTOR shall submit COUNTY’S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or CONTRACTOR shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

3.2 STATE OF NEVADA LEGAL HOLIDAYS
CONTRACTOR is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- Christmas Day
- New Year's Day

CONTRACTOR is required to verify dates with COUNTY’S representative prior to commencement of the Project.

3.3 COPELAND ANTI-KICK BACK ACT
CONTRACTOR shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each 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 it is otherwise entitled.

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS
In accordance with the Immigration Reform and Control Act of 1986, CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES
A. Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare CONTRACTOR in breach of the Contract, terminate the Contract, and designate CONTRACTOR as non-responsible.

B. Fair Employment Practices:

In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by CONTRACTOR shall constitute a material breach of this Contract.

3.6 PREFERENTIAL EMPLOYMENT
CONTRACTOR shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by CONTRACTOR, this Contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Contract void.

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR
A. 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. CONTRACTOR shall act as an independent Contractor and not as the agent of COUNTY in performing the Contract. CONTRACTOR shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by CONTRACTOR shall create any contractual relationship between any such Subcontractor and COUNTY. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

B. Any subcontract entered into by CONTRACTOR and its Subcontractor or Material Supplier shall not create any contractual relationship between COUNTY and Subcontractor or Material Supplier. It is CONTRACTOR'S responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes.

CONTRACTOR shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by CONTRACTOR unless such substitution meets the requirements of NRS Chapter 338.

3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW
CONTRACTOR should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

3.9 LABOR STRIFE
CONTRACTOR shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY
A. CONTRACTOR shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. CONTRACTOR shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the COUNTY'S property, and the work site. CONTRACTOR shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

B. CONTRACTOR shall comply with all applicable laws and regulations. CONTRACTOR shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve CONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner CONTRACTOR'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

C. CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES
A. Unless otherwise specifically provided in the Contract, CONTRACTOR shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by COUNTY.
Contract for Emergency Replacement of Regional Justice Center Uninterruptible Power Supply (UPS) System

Before CONTRACTOR begins such work, it shall give due notice to COUNTY of its intention to start such work. CONTRACTOR shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

B. CONTRACTOR shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by COUNTY, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by CONTRACTOR.

C. COUNTY reserves the right to permit access to the site by other contractors if necessary. CONTRACTOR shall cooperate and coordinate with COUNTY as needed.

4.3 CONSTRUCTION SAFETY

Neither COUNTY nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any Contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

A. General

1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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.

2. In an emergency affecting the safety of life or of the Work or of adjoining property, CONTRACTOR shall follow the instructions of COUNTY or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

1. CONTRACTOR shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. CONTRACTOR shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.

2. Except as otherwise stated in the Contract Documents, if CONTRACTOR encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that CONTRACTOR shall immediately stop work in the area affected and give notice to COUNTY and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by COUNTY.

4.4 CLEANING UP

A. CONTRACTOR shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, CONTRACTOR shall promptly remove all of its equipment, construction plant, 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, CONTRACTOR shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and CONTRACTOR shall leave the premises and work site in a neat, clean, and safe condition. In the event of CONTRACTOR'S failure to comply with the above requirements may be accomplished by COUNTY at CONTRACTOR'S expense.

B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

A. CONTRACTOR shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of CONTRACTOR.

B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
C. 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 and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by 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 must be knowledgeable regarding proper use.

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

CONTRACTOR shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. CONTRACTOR represents that change order(s) will include all related costs prior to presentation to COUNTY for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by COUNTY or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by COUNTY’s representative. Change order(s) may not exceed ten (10) percent of the original Contract amount without prior approval by the Governing Body, with the following conditions:

A. CONTRACTOR shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in all cases CONTRACTOR shall conform to the following requirements, and costs shall be limited to those set forth below:

1. Products and Materials
   a. The costs of products and materials to CONTRACTOR or Subcontractor, less any applicable trade discounts.
   b. Where CONTRACTOR supplies products and materials to COUNTY directly, CONTRACTOR will be allowed to add a maximum of ten (10) percent overhead and profit in its billing to COUNTY.
   c. Where the Subcontractor supplies products or materials to COUNTY, through CONTRACTOR, CONTRACTOR will be allowed to add a maximum of five (5) percent overhead and profit for the Subcontractor, and above that, five (5) percent overhead and profit for itself in its billing to COUNTY.
   d. COUNTY reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
   e. No overhead and profit will be allowed on any applicable taxes.

2. Labor
   a. Where CONTRACTOR supplies labor to COUNTY directly, CONTRACTOR will be allowed to add a maximum of twenty-two (22) percent overhead and profit in its billing to COUNTY.

   Labor costs shall be in compliance with the prevailing wage rates as specified above in Section 3, Labor, Item 3.1.

   b. Where the Subcontractor supplies labor to COUNTY, through CONTRACTOR, CONTRACTOR will be allowed to add a maximum of twelve (12) percent overhead and profit for the subcontractor; and above that, a maximum of ten (10) percent overhead and profit for itself in its billing to COUNTY.

   Labor costs shall be in compliance with the prevailing wage rates as specified above in Section 3, Labor, Item 3.1.

   c. COUNTY reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.

   d. Should a contract originally awarded for less than $100,000 be increased over that amount through the issuance of change order(s), CONTRACTOR shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to COUNTY for consideration. Retroactive change order(s) will be rejected.
5.2 RELEASE OF RETENTION

Not more than 95 percent of the amount of any progress payment may be paid until 50 percent of the work required by CONTRACTOR has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent complete. After the work is 50 percent complete, no further amount shall be retained from future progress payments, provided CONTRACTOR is making satisfactory progress. In the event of unsatisfactory progress, COUNTY shall retain five percent (5%) from any progress payments. COUNTY or COUNTY'S representative shall determine when the work is 50 percent complete.

The specified retention amount will be released following COUNTY'S issuance/approval of the Notice of Completion, provided that the following conditions are met:

1. All punch list items have been completed.
2. A Certificate of Occupancy has been received (if applicable).
3. Final record drawings and specifications have been submitted (if applicable).
4. No known premium delinquency exists with CONTRACTOR'S workers' compensation insurer.
5. All required documentation has been submitted to COUNTY and no request has been made to COUNTY by the Labor Commissioner, to hold retention.

COUNTY may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to CONTRACTOR. The difference of the retention may then be paid.

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

A. Whenever, as determined by COUNTY, any portion of work performed by CONTRACTOR is in a condition suitable for use, COUNTY may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.

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

C. If, as a result of CONTRACTOR'S failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to COUNTY, COUNTY shall have the right to continue such use until such portion of work can, without injury to COUNTY, 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 shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.

D. CONTRACTOR shall not use any permanently installed equipment unless such use is approved by COUNTY 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 COUNTY.

E. If COUNTY furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of CONTRACTOR and shall be considered CONTRACTOR'S employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by COUNTY.

F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.
6.2 RECORD DRAWINGS AND SPECIFICATIONS
A. Progress Records: During construction, CONTRACTOR shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.

B. Final Records: When specified or required upon completion of work, CONTRACTOR shall furnish to COUNTY a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. COUNTY, at its expense, will furnish CONTRACTOR with drawings for mark-up by CONTRACTOR. CONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE
A. When CONTRACTOR considers that all work under the Contract is complete, CONTRACTOR shall inform COUNTY in writing. When the results of inspection and testing satisfy COUNTY that all work under the Contract is completed and in accordance with the requirements of this Contract, COUNTY shall initiate the Notice of Completion process.

B. The date of final acceptance of the project shall be the date upon which the COUNTY accepts and issues a Notice of Completion for the project.

C. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by COUNTY as defined herein except that COUNTY, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION
A. Termination by COUNTY for Cause

1. COUNTY may terminate the Contract for Construction if CONTRACTOR:

   a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the Contract documents; or

   b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or

   c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

   d) Has otherwise materially breached the Contract.

2. When any of the above reasons exist, COUNTY may without prejudice to any other rights or remedies of COUNTY and after giving CONTRACTOR and CONTRACTOR Surety, if any, seven (7) business days advance written notice, terminate the Contract with CONTRACTOR and may, subject to any prior rights of the Surety:

   a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by CONTRACTOR;

   b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to COUNTY if Contract is terminated); and,

   c) Finish the work by whatever reasonable method COUNTY may deem expedient.

3. When COUNTY terminates the Contract for one of the reasons stated in this section "Termination by COUNTY for Cause," CONTRACTOR shall be entitled to receive payment only on work completed and accepted by COUNTY as of that termination date.

4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, CONTRACTOR shall pay the difference to COUNTY. The amount to be paid to COUNTY shall survive Termination of the Contract.

B. Suspension by COUNTY for Convenience

1. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
   a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible; or
   b) That an equitable adjustment is made or denied under another provision of the Contract.

3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

C. Termination for Convenience by COUNTY:

Prior to, or during the performance of the work, COUNTY reserves the right to terminate the Contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:

1. COUNTY will immediately notify CONTRACTOR in writing specifying the effective termination date of the Contract.

2. After receipt of the Notice of Termination, 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.
   a) Stop all work.
   b) Place no further subcontracts or orders for materials or services.
   c) Terminate all subcontracts.
   d) Cancel all material and equipment orders as applicable.
   e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of CONTRACTOR.

3. Within one-hundred eighty (180) days of the date of the Notice of Termination, CONTRACTOR shall submit a final termination settlement proposal to COUNTY based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If CONTRACTOR fails to submit the proposal within the time allowed, COUNTY may determine the amount due to CONTRACTOR because of the termination and shall pay the determined amount to CONTRACTOR.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

All claims, disputes or other controversy that may arise between COUNTY and CONTRACTOR relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy can not be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action.

In the event CONTRACTOR files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and COUNTY prevails in the Court’s decision, then CONTRACTOR shall pay COUNTY’S attorneys’ fees. Further, CONTRACTOR acknowledges that NRS 338.640 is contained within Nevada’s Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this Contract.

COUNTY and CONTRACTOR, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. COUNTY shall not be liable for fees or costs as an element of consequential damages.
7.2 NOTICE OF NON-BINDING MEDIATION

After the expiration of the forty-five (45) days for informal negotiations, as set forth in Item 7.1 above; either COUNTY or CONTRACTOR may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
B. The names, addresses and telephone numbers of the parties;
C. A reference to any Contract provisions from which the claim, dispute or controversy arises;
D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
E. The relief or remedy sought and the amount of money claimed;
F. If CONTRACTOR is the initiating party, a copy of CONTRACTOR’S documents generated in preparation or determination of prices included in the Contract as required by NRS 338.140(1)(d);
G. If CONTRACTOR is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by CONTRACTOR that it agrees with the merits and the amount of the claim;
H. If CONTRACTOR submits a total cost or modified cost claim, dispute or controversy then CONTRACTOR must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the Contract was realistic; 3) that the actual costs are reasonable; 4) that CONTRACTOR was not responsible for the added expenses; and 5) that COUNTY, and not anyone else, is responsible for the additional cost; and
I. If CONTRACTOR is the initiating party, it must submit the written demand of mediation to COUNTY in the time period set forth in the claims presentment statute of NRS 244.250.
J. If CONTRACTOR is the initiating party of the claim, dispute or controversy, CONTRACTOR shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of CONTRACTOR'S knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

7.3 SELECTION OF MEDIATOR

The mediator shall be chosen by mutual agreement of the parties.

7.4 COST OF THE MEDIATION

The fees and expenses of the independent private mediator shall be shared equally by COUNTY and CONTRACTOR. COUNTY and CONTRACTOR shall each pay their own costs and expenses, including, but not limited to, expert and attorney fees incurred in the mediation of any claim, dispute or controversy, including, but not limited to, their own costs of preparation of and presentation of all claims prior to and through the mediation period. Neither COUNTY nor CONTRACTOR shall be entitled to an award of interest.

7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by COUNTY at a COUNTY-owned facility.

7.6 MEDIATOR AGREEMENT

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator’s fees and costs, the mediator’s responsibilities, and the mediator’s model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as Exhibit B, prior to serving in any capacity as a mediator.

7.7 MEDIATION PROCEEDING

A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.

B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. CONTRACTOR acknowledges that COUNTY is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.
C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.

D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memorandum addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than 12 characters per inch and not to exceed 30 (thirty) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Item 7.2 of this section.

E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as Exhibit C prior to the commencement of the mediation proceeding.

F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, COUNTY and CONTRACTOR, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.

G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

H. The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

A. by the execution and approval of a settlement agreement by the parties;

B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;

C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;

D. a party gives written notice of withdrawal; or

E. when there has been no communication between the mediator and a party or a party’s representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, CONTRACTOR shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless COUNTY exercises its right to terminate, pursuant to Section 6.4 of this Contract, or otherwise mutually agreed upon in writing by the parties.
III - SPECIAL CONDITIONS

1. PRE-CONSTRUCTION CONFERENCE

   A. A Pre-Construction Conference shall be held after the award of the Contract and CONTRACTOR has submitted all required submittals. COUNTY'S representative shall schedule this meeting.

   B. CONTRACTOR and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The purchase order will not be issued until all parties involved in the project have completed and returned the required forms. CONTRACTOR is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.
IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:
CLARK COUNTY, NEVADA

By: [Signature] 5/9/14
OLANDA T. KING
Chief Financial Officer

CONTRACTOR:
DATA PROCESSING AIR CORPORATION

By: [Signature] 5-8-2014
GARY DUPLOCK
Regional Manager

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: [Signature] 5/6/14
ELIZABETH A. VIBERT
Deputy District Attorney
CBE NO. 603317-14

CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM

EXHIBIT A - BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS
   A. CONTRACTOR shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through CONTRACTOR'S usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to COUNTY.

   B. Not later than seven (7) business days after award of Contract, CONTRACTOR shall furnish Contract bonds to the Purchasing and Contracts Division as follows:

      1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
      2. Performance Bond in the amount of 100% of the Contract price.
      3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

   Award will become final after the Governing Body has authorized the award and CONTRACTOR has submitted its required bonds utilizing COUNTY'S Bond forms.

   C. Form of Bonds

      1. The bonds referred to herein shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by COUNTY.
      2. CONTRACTOR shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
      3. Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.
      4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

   A. CONTRACTOR further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of COUNTY to make any payment under this Contract, to provide COUNTY with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §618A through 618D, inclusive, whether or not CONTRACTOR has employees.

   B. CONTRACTOR agrees to maintain required workers' compensation coverage throughout the entire term of the Contract. If CONTRACTOR does not maintain coverage throughout the entire term of the Contract, CONTRACTOR agrees that COUNTY may, at any time the coverage is not maintained by CONTRACTOR, order CONTRACTOR to stop work, assess liquidated damages as defined herein, suspend the Contract, or terminate the Contract.

   C. CONTRACTOR shall furnish not later than seven (7) business days after notification of award of Contract, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

   D. As a condition precedent to receiving payments, CONTRACTOR shall have on file with COUNTY current certificates of insurance evidencing the required coverage. Insurance certificates for COUNTY should contain the information shown on the sample certificates attached.
E. 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. COUNTY requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by CONTRACTOR, including the rating and financial health of each insurance company providing coverage, is subject to the approval of COUNTY.

F. CONTRACTOR shall furnish renewal certificates to COUNTY for the required insurance during the period of coverage required by the Contract. CONTRACTOR will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by COUNTY to CONTRACTOR thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within seven (7) business days. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, COUNTY may declare CONTRACTOR in default of its obligation under this paragraph.

G. COUNTY, its officers, employees, agents, and volunteers, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

H. CONTRACTOR'S insurance shall be primary as respects COUNTY, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to COUNTY, its officers, employees and volunteers shall be excess over the insurance required of CONTRACTOR and shall not contribute with it.

I. CONTRACTOR'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONTRACTOR'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance.

J. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000.

K. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than $2,000,000 per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. CONTRACTOR'S insurer must notify COUNTY of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

L. CONTRACTOR shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in CONTRACTOR'S G.M.P. amount. CONTRACTOR is required to obtain and maintain the following coverage:

1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted COUNTY within seven (7) business days after notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury. Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. CONTRACTOR shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages.

2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. CONTRACTOR shall maintain limits of no less than $1,000,000 combined single limit "per accident" for bodily injury and property damage.

M. If CONTRACTOR fails to maintain any of the insurance coverage required herein, then COUNTY will have the option to declare CONTRACTOR in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. CONTRACTOR is responsible for any expenses paid by COUNTY to maintain such insurance and COUNTY may collect the same from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under the Contract.

N. The insurance requirements specified herein do not relieve CONTRACTOR of its responsibility or limit the amount of their liability to COUNTY or other persons and CONTRACTOR is encouraged to purchase such additional insurance, as it deems necessary.
O. CONTRACTOR is responsible for and must remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any subcontractor or anyone employed, directed or supervised by CONTRACTOR. CONTRACTOR is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

P. CONTRACTOR shall pay all premiums and costs of insurance.

Q. Regardless of the coverage provided by any insurance policy, CONTRACTOR shall indemnify, defend and hold COUNTY, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CONTRACTOR or its principals, employees, subcontractors or other agents while performing services under this Contract. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<tr>
<th>PRODUCER</th>
<th>CONTACT NAME</th>
<th>PHONE (A/C No. Ext.)</th>
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<th>FAX (A/C No.)</th>
<th>BROKER’S FAX NUMBER</th>
<th>E-MAIL ADDRESS</th>
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<th>COMPANY’S</th>
<th>INSURER B</th>
<th>BEST KEY</th>
<th>INSURER C</th>
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<th>COVERAGE</th>
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<th>REVISION NUMBER</th>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>ADL INSR SUB WWD</th>
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<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD "01). Additional Remarks Schedule, if more space is required.

CBE NO. 603317-14. CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM. CLARK COUNTY, ITS’ OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

@ 1988-2010 ACORD CORPORATION. All rights reserved.
POLICY NUMBER: ______________  COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND PROJECT NAME: __________________________________________________________

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, NV ENERGY, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _______________________________________, as CONTRACTOR, and _______________________________________, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the sum of _______________ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CONTRACTOR has been recommended for award and shall enter into the contract with said COUNTY to perform all work required under the Contract, CBE NO. 603317-14, CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM.

NOW THEREFORE, if said CONTRACTOR shall perform all the requirements of said Contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said CONTRACTOR or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this __________ day of __________, 20___

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

__________________________
(Principal Contractor)

__________________________
(Authorized Representative and Title)

By: ______________________
(Signature)

Surety: ______________________

__________________________
(Appointed Agent Name)

By: ______________________
(Signature)

__________________________
(State of Nevada, License Number)

__________________________
(License Number and Issuing State)

By: ______________________
(Signature)

__________________________
(Appointed Agent Name)

By: ______________________
(Signature)

__________________________
Address:

__________________________
Address:

__________________________
Telephone:

__________________________
Telephone:

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That __________________________, as CONTRACTOR, and __________________________, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the sum of _______________ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CONTRACTOR has been recommended for award and shall enter into the contract with said COUNTY to perform all work required under the Contract, CBE NO. 603317-14, CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM.

NOW THEREFORE, if said CONTRACTOR, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said CONTRACTOR or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _________ day of ____________, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: ________________________________

(Signature)

Surety: ________________________________

___________________________

(Appointed Agent Name)

(State of Nevada, License Number)

By: ________________________________

(Signature)

___________________________

(Appointed Agent Name)

(License Number and Issuing State)

By: ________________________________

(Signature)

Address: ________________________________

Address: ________________________________

Telephone: ________________________________

Telephone: ________________________________

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for ____________________________________________

(Name and Address of CONTRACTOR)

We hereby guarantee that the Contract CBE NO. 603317-14, CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by Clark County, Nevada, we collectively or separately, do hereby authorize Clark County, Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this __________ day of ____________, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: ____________________________

(Signature)

Surety: ____________________________

(State of Nevada, License Number)

(Appointed Agent Name)

By: ____________________________

(Signature)

(State of Nevada, License Number and Issuing State)

(Appointed Agent Name)

By: ____________________________

(Signature)

Address: ____________________________

Address: ____________________________

Telephone: ____________________________

Telephone: ____________________________

CBE NO. 603317-14

CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM

EXHIBIT B - MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of __________, by and between the County of Clark ("County"), ________________________ ("Contractor") and ________________________ ("Mediator"). County and ________________________ are collectively referred to as "Parties".

WHEREAS, ________________________ was awarded the CBE No. ________________________ for the ________________________ Project, and the County and ________________________ entered into a contract entitled ________________________ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _________ of the Contract;

WHEREAS, ________________________ has submitted a demand to __________ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _________ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of $_______ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

The County and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to the County and Contractor itemizing all services provided. Mediator agrees to bill the County for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then the County is not responsible. Likewise, if the County does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

The County and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.
5. **Amendment and Modification**

   No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. **Applicable Law**

   This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. **Exclusive Benefit of the Parties**

   Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of the County, Contractor and Mediator.

8. **Notices**

   Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

   To County:
   
   To Contractor:
   
   To Mediator:

   Either party may, at any time and from time to time, change its address by written notice to the other party.

9. **Entire Agreement**

   This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

   *(SIGNATURE ON NEXT PAGE)*
IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

CLARK COUNTY, a political subdivisions of the State of Nevada

By: ____________________________________________

Board of County Commissioners

By: ____________________________________________

Name: ____________________________________________

Its: ____________________________________________

CONTRACTOR

STATE OF NEVADA )

COUNTY OF CLARK ) ss.

On this _____ day of ____________, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared ____________________________, who acknowledged to me that ______ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

__________________________________________

NOTARY PUBLIC

In and for said County and State

By: ____________________________________________

Name: ____________________________________________

Its: ____________________________________________

MEDIATOR

STATE OF NEVADA ) ss.

COUNTY OF CLARK )

On this _____ day of ____________, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared ____________________________, who acknowledged to me that ______ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

__________________________________________

NOTARY PUBLIC

In and for said County and State

Laura C. Rehfeldt

Deputy District Attorney

Approved as to form:
CBE NO. 603317-14

CONTRACT FOR EMERGENCY REPLACEMENT OF REGIONAL JUSTICE CENTER
UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM

EXHIBIT C - CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement") is made and entered into this ____ day of ______________, 20__, by and between the County of Clark, a political subdivision of the State of Nevada, ("County"), and ____________________________ ("____________"). County and ______________ are collectively referred to as "Parties".

RECITALS

WHEREAS, _________________ was awarded CBE No. 603317-14 for the Emergency Repairs of Elevators on Pedestrian Bridge Located at Flamingo Road and Las Vegas Boulevard ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _______ of the Contract,

WHEREAS, _________________ has submitted a demand to _____________ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section ______ of the Contract;

WHEREAS, pursuant to section _______ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial or other proceedings the following:

a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;

b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;

c) written and oral statements made or documents exchanged;

d) proposals made or views expressed by the mediator; or

e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CLARK COUNTY, a political subdivision of the State of Nevada

By: ____________________________
    Donald G. Burnette,
    County Manager

By: ____________________________

Name: __________________________

Its: ____________________________

STATE OF NEVADA ) ) ss.
COUNTY OF CLARK )

On this _____ day of ____________, 20___, before me the undersigned, a Notary Public, in and for said County and State, personally appeared ________________________, who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

__________________________
NOTARY PUBLIC

Approved as to form:

__________________________
Deputy District Attorney
Laura C. Rehfeldt
WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

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Email Address:

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DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS
WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

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May 6, 2014

Mr. Mark Larson
Department of Real Property Management
PO Box 551822
Las Vegas, NV 89155-1822

Project: Regional Justice Center UPS System – Temporary 225kVA UPS Unit – Revision II

DP Air Corporation, Electrical Division is pleased to provide the following proposal for the above referenced project. This proposal is contingent upon the following inclusions, notes/clarifications and/or exclusions.

Inclusions

DP Air Corporation, Electrical Division will perform the following:

- Furnish labor and material for the installation of (1) Liebert 225kVA UPS System with 480V input and 480V output rental unit.

- Furnish labor and material for the installation of (1) 225kVA Transformer with 480V input and 120/208V output rental unit.

- Furnish (34) male DLO cable ends, furnish (34) female DLO cable ends and (1700') of DLO cable for above mentioned install.

Notes / Clarifications

Equipment and cabling will be rented for a total of (2) months at $21,400.00 per month; (2) month minimum.

Exclusions

DP Air Corporation, Electrical Division will not provide/perform the following:

- Any other work not specifically mentioned above.

- No allowance has been made for existing conditions or code corrections.

- Labor rates based upon 2014 Prevailing Wage Rates Clark County.

The proposal is inclusive of Performance & Payment Bond.

Unless specifically noted in clarifications, materials will be supplied by others. These include, but are not limited to the following:

- Batteries
- Battery Cabinet

Unless specifically noted in clarifications, below listed items are excluded. These include, but are not limited to the following:

- Painting (Conduit)
- Patching
- Drywall
Total Investment Cost..... $57,887.00

Payment and Terms
Price includes all necessary materials and labor to complete the project as outlined above.

If this proposal is accepted the payment terms will be discussed and put into writing. Final payment is due within thirty (30) days from the invoice date.

This proposal expires thirty (30) days from date noted and is subject to change after the (30) day period has expired.

Thank you for this opportunity to be of service. Please do not hesitate to contact me if you have any questions.

Sincerely,

Gary Duplock

Gary Duplock
Nevada Regional Manager
DP Air Corporation
7531 Eastgate Rd.
Henderson, NV 89011
Phone (702) 798-4564
Fax (702) 798-4864

Accepted by ________________________________ Date ________________________________
May 6, 2014

Mr. Mark Larson
Department of Real Property Management
PO Box 551822
Las Vegas, NV 89155-1822

Project: Regional Justice Center UPS System Replacement – Revision II

DP Air Corporation, Electrical Division is pleased to provide the following proposal for the above referenced project. This proposal is contingent upon the following inclusions, notes/clarifications and/or exclusions.

Inclusions
DP Air Corporation, Electrical Division will perform the following:

Unit Demolition
Furnish labor and material for the removal of existing Emerson/Liebert Series 600 225kVA/180kW UPS Isolation Bypass Distribution Cabinet. Above includes removal of DC battery cable, maintenance input breaker (MIB) cabling, bypass input breaker (BIB) and output cabling to existing 800A distribution board.

The proposal is inclusive of removing old unit from site and disposal.

Unit Installation
Furnish labor and material for the installation of (2) HJD 65KAIC 300A 480V circuit breakers to be installed in existing Siemens Distribution Board.

Furnish labor and material for the installation of (2) 3” EMT conduits each with (3) 350 MCM wire and (1) THHN # 4 Cu ground wire to be run from existing Siemens Distribution Board to new UPS/Maintenance Bypass Panel.

Furnish labor and material for the installation of (2) 3” EMT conduits each with (4) 350 MCM wire and (1) THHN # 4 Cu ground wire to be run from new Maintenance Bypass Output to existing 800A 120/208V Distribution Board.

Furnish labor and material for the installation of 12” cable tray to be run from existing DC Battery Cabinets to new 225kVA UPS System to include:
- (4) 444 DLO Cable +/-
- (2) # 1 DLO Ground Cable
Furnish (1) new Emerson/Liebert NX 3-Phase UPS, 200kVA/180kW (Model Number 38SA200A0A00 to include (1) Emerson/Liebert Bypass Distribution Cabinet:

**Equipment Specifications:**
- System Input Voltage 480VAC (3 wire plus ground) System Output Voltage 208/120VAC (three phase, three or four-wire plus ground)
- Integrated Load Bus Sync TM
- Soft scale technology allows future upgrades up to 200kVA
- IGBT pulse-width modulated (PWM) rectifier providing 0.99 input power factor and 4% reflected input current distortion (THD)
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- IGBT pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Single input, true on-line, double conversion
- Field Configurable for dual input (single module systems only)
- Internal manual bypass switch
- Withstand rating : 65 kAIC, UPS Module
- Digital Signal Processing (DSP) control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Redundant Cooling Fans
- Local EPO with provision for Remote EPO
- Three (3) IntelliSlot Communication Ports
- IP 20 enclosure
- Casters and leveling feet
- Meets ISTA 1B transportation requirements
- Meets FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778
- One (1) IntelliSlot Relay Contact Interface Kit
  - This hot-installable card provides relay contact signals for On Battery, Low Battery, On Bypass, UPS Fault, and Summary Alarm. Connections are to a DB25F connector with cable provided by the end user.
- One (1) IS-WECLB: IntelliSlot Web Card LB
  - This interface card delivers SNMP, Telnet and web-management capability for enhanced communications and control of Liebert UPS, Power Management or Precision Cooling systems. The card manages a wide range of operating parameters, alarms, and notifications, transmitting data over the network.
- One (1) Liebert Bypass Distribution Cabinet (Model FFA20C5NNS6)
  - 3-Breaker wrap-around maintenance bypass with interlock by solenoid key release unit (SKRU).
  - Distribution, Width and Access Requirements: 700A Breaker/71/2/Front
  - Casters and leveling feet
  - Shipped separately and include interconnecting cables for bolting the Bypass Distribution cabinet to the right side of the UPS.

UPS System Start-up Services, including the following:
Start-up includes one site trip by a LGS customer engineer after the UPS has been installed. The site trip includes the following services for one UPS module: non-powered inspection UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training. Start-up also includes remedial onsite labor, parts and travel for the full one-year warranty period.

7531 Eastgate Rd.
Henderson, NV 89011
Phone (702) 798-4564
Fax (702) 798-4864

www.dpair.com
Notes / Clarifications
Equipment will be covered under the manufacturer’s warranty.

The lead time on UPS System is 3-5 weeks from release date.

The existing batteries and battery cabinet are to remain as is.

Exclusions
DP Air Corporation, Electrical Division will not provide / perform the following:

Any other work not specifically mentioned above.

Labor rates based upon 2014 Prevailing Wage Rates Clark County.

The proposal is inclusive of Performance & Payment Bond.

No allowance has been made for existing conditions or code corrections.

Unless specifically noted in clarifications, materials will be supplied by others. These include, but are not limited to the following:

- Batteries
- Battery Cabinet

Unless specifically noted in clarifications, below listed items are excluded. These include, but are not limited to the following:

- Painting (Conduit)
- Patching
- Drywall

Total Investment Cost..... $132,317.00

Payment and Terms
Price includes all necessary materials and labor to complete the project as outlined above.

If this proposal is accepted the payment terms will be discussed and put into writing. Final payment is due within thirty (30) days from the invoice date.

This proposal expires thirty (30) days from date noted and is subject to change after the (30) day period has expired.

Thank you for this opportunity to be of service. Please do not hesitate to contact me if you have any questions.

Sincerely,

Gary Duplock
Nevada Regional Manager
DP Air Corporation
7531 Eastgate Rd.
Henderson, NV 89011
Phone (702) 798-4564
Fax (702) 798-4864

www.dpair.com
NOTES:
1. INSTALL IN ACCORDANCE WITH NATIONAL AND LOCAL ELECTRICAL CODES.
2. WHEN THE LOAD REQUIRES A NEUTRAL, AN OUTPUT ISOLATION TRANSFORMER IS REQUIRED.
3. THE EQUIPMENT GROUND CONNECTION MUST BE CONNECTED TO THE SYSTEM GROUND WIRE.
4. UPS AC INPUT AND AC OUTPUT CABLES MUST BE RUN IN SEPARATE CONDUITS.
5. CONTROL WIRING AND POWER WIRING MUST BE RUN IN SEPARATE CONDUITS.
6. SEE ELECTRICAL DATA SPECIFICATION SHEET U3819100 FOR INDIVIDUAL CONFIGURATIONS.
7. INPUT AND BYPASS MAY BE FED FROM SEPARATE WYE SOURCES.
8. CONTROL WIRING AND POWER WIRING MUST BE RUN IN SEPARATE CONDUIT.
9. FOR MULTI-MODULE PARALLELED SYSTEMS THE BYPASS INPUT TO EACH UNIT MUST BE FED FROM THE SAME UTILITY SOURCE.

EXTERNAL OVERCURRENT PROTECTION BY OTHERS
FIELD SUPPLIED WIRING BY OTHERS
1. UPS AC INPUT AND AC OUTPUT CABLES ARE FACTORY SUPPLIED WHEN UPS AND BYPASS DISTRIBUTION CABINET ARE BOLTED TOGETHER.
### Notes:

1. **Nominal Input Current (considered continuous)** is based on full rated output load. Maximum current includes nominal input current and maximum battery recharge current (considered noncontinuous). Continuous and noncontinuous current are defined in NEC 100. Maximum input current is controlled by the current limit.

2. **Recommended AC Input External Overcurrent Protection** is based on 80% rated devices and maximum input current limit setting.

3. **Recommended AC Output External Overcurrent Protection** is based on 80% rated devices.

4. **Nominal Battery Voltage** is shown at 2.0 Volts/Cell.

5. 110 AMP Breaker may not be available by all manufacturers.
NOTE:
1. IF A BYPASS DISTRIBUTION CABINET (BDC) IS NOT PROVIDED
   SEE PAGE 2 OF 2, DRAWING NUMBER: U3819661, FOR WIRING
   EXTENSION DETAILS.
NOTES:
1. ALL DIMENSIONS ARE IN INCHES [MM].
2. 18" [457mm] MINIMUM CLEARANCE ABOVE UNIT REQUIRED FOR AIR EXHAUST.
3. KEEP CABINETS WITHIN 15 DEGREES OF VERTICAL.
4. OUTPUT CONDUIT PLATES
   • PANELBOARD OPTIONS:
     TOP OUTPUT PLATES HAVE 48 KNOCKOUTS FOR 1/2" CONDUIT PER PLATE.
     BOTTOM OUTPUT PLATES HAVE 48 PLUGS FOR 1/2" CONDUIT PER PLATE.
   • OUTPUT CIRCUIT BREAKER OPTIONS:
     TOP AND BOTTOM OUTPUT PLATES ARE REMOVABLE BLANK PLATES. REMOVE
     PUNCH TO SUIT CONDUIT SIZE AND REINSTALL.
5. CONTROL WIRING AND POWER WIRING MUST BE RUN IN SEPARATE CONDUITS.
6. ALL WIRING IS TO BE IN ACCORDANCE WITH NATIONAL AND LOCAL ELECTRICAL CODES.
7. DEPTH DIMENSIONS INCLUDE FRONT AND REAR PANELS.
8. WIDTH DIMENSIONS WITHOUT SIDE PANELS. ADD 2.2 [56mm] WHEN ADDING
   BOTH SIDE PANELS.
9. CLEARANCE OF 36" [914mm] MINIMUM IS RECOMMENDED AT FRONT FOR SERVICE ACCESS.

UNIT KVA WEIGHT - LBS [KG] FULL LOAD
200 3350 [1524] 15,200 [6,915]
NOTES:
1. ALL CABLES SHOULD BE Routed BEFORE BOLTING CABINETS TOGETHER.
2. ALL HARDWARE SUPPLIED WITH ANCILLARY CABINETS FOR BOLTING CABINET TO UPS.
3. USE M6 HARDWARE PROVIDED, ASSEMBLE AS SHOWN IN DETAIL DRAWING.
4. SEE INSTALLATION, OPERATION, AND MAINTENANCE MANUAL FOR ADDITIONAL INFORMATION.
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<th>Voltage (AC)</th>
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<th>Manufacturer's Part Number</th>
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<td>65KA</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>CB3, CB5</td>
<td>480V</td>
<td>ABB</td>
<td>T4H225UL R225 3P FF 1Q1SYY024V</td>
<td>250</td>
<td>225</td>
<td>65KA</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>CB1, CB2</td>
<td>480V</td>
<td>ABB</td>
<td>T4H225UL R225 3P FF 1Q1SYY024V</td>
<td>250</td>
<td>225</td>
<td>65KA</td>
<td>80%</td>
</tr>
<tr>
<td>160/144 (Note 3)</td>
<td>Same as 200/180 (KVA/KW) Model</td>
<td>480V</td>
<td>ABB</td>
<td>T5H40OUL R400 3P FF 1Q1SY</td>
<td>400</td>
<td>400</td>
<td>65KA</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>CB3, CB5</td>
<td>480V</td>
<td>ABB</td>
<td>T5H40OUL R400 3P FF 1Q1SYY024V</td>
<td>400</td>
<td>400</td>
<td>65KA</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>CB1, CB2</td>
<td>480V</td>
<td>ABB</td>
<td>T5H40OUL R400 3P FF 1Q1SYY024V</td>
<td>400</td>
<td>400</td>
<td>65KA</td>
<td>80%</td>
</tr>
</tbody>
</table>

NOTES:
1. FOR 80KVA SOFT-SCALE MODULES.
2. FOR 120KVA SOFT-SCALE MODULES.
3. FOR 200KVA SOFT-SCALE MODULES.
## BIB Circuit Breaker

<table>
<thead>
<tr>
<th>KVA</th>
<th>Voltage In</th>
<th>Current In</th>
<th>Vendor</th>
<th>Type</th>
<th>Frame Amps</th>
<th>Trip Amps</th>
<th>Model Number</th>
<th>Interrupting Rating AIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 (USED W/160-200KVA NQ)</td>
<td>480V</td>
<td>352A</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>600A</td>
<td>359A</td>
<td>LJF366001U33</td>
<td>65K</td>
</tr>
<tr>
<td>125 (USED W/160-200KVA NQ)</td>
<td>480V</td>
<td>352A</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>600A</td>
<td>359A</td>
<td>LJF366001U33</td>
<td>65K</td>
</tr>
<tr>
<td>200 (USED W/160-200KVA NQ)</td>
<td>480V</td>
<td>352A</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>600A</td>
<td>359A</td>
<td>LJF366001U33</td>
<td>65K</td>
</tr>
</tbody>
</table>

## MB and MBB Circuit Breaker

<table>
<thead>
<tr>
<th>KVA</th>
<th>Voltage In</th>
<th>Current In</th>
<th>Vendor</th>
<th>Type</th>
<th>Frame Amps</th>
<th>Trip Amps</th>
<th>Model Number</th>
<th>Interrupting Rating AIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 (USED W/400-500KVA NQ)</td>
<td>480V</td>
<td>352A</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>150A</td>
<td>125A</td>
<td>QDF504259E9E</td>
<td>85K</td>
</tr>
<tr>
<td>125 (USED W/400-500KVA NQ)</td>
<td>480V</td>
<td>352A</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>150A</td>
<td>125A</td>
<td>QDF504259E9E</td>
<td>85K</td>
</tr>
<tr>
<td>200 (USED W/400-500KVA NQ)</td>
<td>480V</td>
<td>352A</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>150A</td>
<td>125A</td>
<td>QDF504259E9E</td>
<td>85K</td>
</tr>
</tbody>
</table>

## Main Panelboard Circuit Breaker

<table>
<thead>
<tr>
<th>KVA</th>
<th>Voltage In</th>
<th>Vendor</th>
<th>Type</th>
<th>Frame Amps</th>
<th>Trip Amps</th>
<th>Model Number</th>
<th>Interrupting Rating AIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-125</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>250A</td>
<td>225A</td>
<td>QBF32225</td>
<td>10K</td>
</tr>
<tr>
<td>200</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>250A</td>
<td>225A</td>
<td>QDF32225</td>
<td>25K</td>
</tr>
</tbody>
</table>

## Panelboard Branch Circuit Breaker

<table>
<thead>
<tr>
<th>KVA</th>
<th>Voltage In</th>
<th>Vendor</th>
<th>Type</th>
<th>Frame Amps</th>
<th>Trip Amps</th>
<th>Model Number</th>
<th>Interrupting Rating AIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-125</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>BOLT-IN</td>
<td>100A</td>
<td>15A-100A</td>
<td>QOB</td>
<td>10K</td>
</tr>
<tr>
<td>200</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>BOLT-IN</td>
<td>100A</td>
<td>15A-100A</td>
<td>QBxvVH</td>
<td>22K</td>
</tr>
</tbody>
</table>

## Output Circuit Breaker

<table>
<thead>
<tr>
<th>KVA</th>
<th>Voltage Out</th>
<th>Vendor</th>
<th>Type</th>
<th>Frame Amps</th>
<th>Trip Amps</th>
<th>Model Number</th>
<th>Interrupting Rating AIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>75-200</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>500A</td>
<td>500A</td>
<td>LFPS362805</td>
<td>85K</td>
</tr>
<tr>
<td>100</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>500A</td>
<td>500A</td>
<td>LFPS362805</td>
<td>85K</td>
</tr>
<tr>
<td>200</td>
<td>208V-220V</td>
<td>SQUARE D</td>
<td>FIX MTD</td>
<td>800A</td>
<td>560A</td>
<td>PGF36080U31AYE</td>
<td>65K</td>
</tr>
</tbody>
</table>
**Liebert® IntelliSlot® Web Cards**

*Liebert IntelliSlot Web Card*  
*Liebert IntelliSlot Web Card-LB*  
*Liebert IntelliSlot Web Card-LBDS*  
*Liebert IntelliSlot Web Card NXL™*  
*Liebert IntelliSlot Web Card-X*  

*Liebert IntelliSlot Web Card-L*  
*Liebert IntelliSlot Web Card-IPBML Modbus IP / BACnet IP*  
*Liebert IntelliSlot Web Card-S*  
*Liebert IntelliSlot Web Card-IPBMS Modbus IP*  
*Liebert IntelliSlot Web Card-IPBMX Modbus IP*  

*Note:* Liebert IntelliSlot Web cards are a form, fit and function replacement for the existing Liebert OpenComms™ Web cards.

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**Product Specification/Installation Sheet**

- **DTE serial port for configuration** *(requires null-modem connection)*
- **Network port for NMS and Web access**

---

**Description**

The Liebert IntelliSlot Web Card family delivers enhanced communications and control to Liebert UPS, AC Power and Precision Cooling systems.

Liebert IntelliSlot Web cards bring SNMP, Telnet, Modbus IP and BACnet IP and Web-management capability to many models of Emerson Network Power's line of Liebert UPS, power and cooling equipment. See Table 1 for equipment supported and Table 2 for communication protocols supported.

The cards employ an Ethernet network to monitor and manage a wide range of operating parameters, alarms and notifications.

---

**Additional Features**

- SNMP v1, v2c with MIB-II support
- SNMP v3 (for IS-WEBCARD HID9 only)
- HTTP/HTTPS 1.1
- Telnet
- BootP, DHCP per RFC2131/2132
- Secure Sockets (SSL)
- Remote firmware updates via HTTP
Compatibility With Other Emerson Products and Communication Protocols

The Liebert IntelliSlot Web Card family, formerly the OpenComms line, includes:

### Table 1  Compatibility With Liebert equipment

<table>
<thead>
<tr>
<th>Liebert IntelliSlot Card</th>
<th>Part Number</th>
<th>Compatible with:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liebert IntelliSlot Web Card</td>
<td>IS-WEBCARD</td>
<td>- Liebert GXT™&lt;br&gt;- Liebert GXT6kVA &amp; 10kVA&lt;br&gt;- Liebert GXT3™&lt;br&gt; (prior to July 2008)</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-LB</td>
<td>IS-WEBLB</td>
<td>- Liebert Hinet™&lt;br&gt;- Liebert NX™</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-LBDS</td>
<td>IS-WEBLBDS</td>
<td>Units with Liebert iCOM® Firmware prior to PA1.04.033.STD:&lt;br&gt; - Liebert Challenger 3000™&lt;br&gt;- Liebert CW™&lt;br&gt;- Liebert XDF™&lt;br&gt;- Liebert Challenger ITR™&lt;br&gt;- Liebert DS™</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-L&lt;br&gt;Liebert IntelliSlot Web Card-IPBML&lt;br&gt;Modbus IP / BACnet IP</td>
<td>IS-WEBL IS-IPBML</td>
<td>- Liebert APM™&lt;br&gt;(Modbus IP only)&lt;br&gt;- Liebert CRV™&lt;br&gt;- Liebert HPC™&lt;br&gt;- Liebert HPM™&lt;br&gt;- Liebert XDP™&lt;br&gt; with Liebert iCOM&lt;br&gt;Units with Liebert iCOM Firmware PA1.04.033.STD or later:&lt;br&gt; - Liebert Challenger 3000™&lt;br&gt;- Liebert Deluxe System 3™&lt;br&gt;- Liebert ITR™&lt;br&gt;- Liebert CW™&lt;br&gt;- Liebert DS™&lt;br&gt;- Liebert XDC™&lt;br&gt; with Liebert iCOM</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-S&lt;br&gt;Liebert IntelliSlot Web Card-IPBMS&lt;br&gt;Modbus IP</td>
<td>IS-WEBS IS-IPBMS</td>
<td>Units with Velocity v4 control only:&lt;br&gt; - Liebert FDC™&lt;br&gt;- Liebert PPC™&lt;br&gt;- Liebert RX™&lt;br&gt;- Liebert FPC™&lt;br&gt;- Liebert RDC™</td>
</tr>
<tr>
<td>IntelliSlot Web Card-X&lt;br&gt;IntelliSlot Web Card-IPBXM&lt;br&gt;Modbus IP</td>
<td>IS-WEBX IS-IPBXM</td>
<td>- Liebert NXL™&lt;br&gt;(SA, SR, SN, MM, CD)</td>
</tr>
</tbody>
</table>

The Web cards support the following protocols:

### Table 2  Liebert IntelliSlot card communication protocols

<table>
<thead>
<tr>
<th>Liebert IntelliSlot Card</th>
<th>Part Number</th>
<th>SNMP V1, V2c</th>
<th>SNMP V3</th>
<th>HTTP</th>
<th>HTTPS</th>
<th>EMAIL</th>
<th>SMS</th>
<th>TELNET</th>
<th>MODBUS IP / BACnet IP</th>
<th>LIEBERT PROTOCOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liebert IntelliSlot Web Card</td>
<td>IS-WEBCARD</td>
<td>✓</td>
<td>✓*</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-LB</td>
<td>IS-WEBLB</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-LBDS</td>
<td>IS-WEBLBDS</td>
<td>✓</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-L</td>
<td>IS-WEBL</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-S</td>
<td>IS-WEBS</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-X</td>
<td>IS-WEBX</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>✓</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-IPBML&lt;br&gt;Modbus IP / BACnet IP</td>
<td>IS-IPBML</td>
<td>—</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>✓</td>
<td>Both</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-IPBMS&lt;br&gt;Modbus IP</td>
<td>IS-IPBMS</td>
<td>—</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>Modbus IP only</td>
</tr>
<tr>
<td>Liebert IntelliSlot Web Card-IPBXM</td>
<td>IS-IPBXM</td>
<td>—</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>—</td>
<td>—</td>
<td>✓</td>
<td>✓</td>
<td>Modbus IP only</td>
</tr>
</tbody>
</table>

* SNMP v3 available for Liebert GXT3 only  
** Modbus IP available for IS-IPBMS and IS-IPBXM
Dimensions

**TOP VIEW**
- 4-3/4" (121mm)
- 2-3/8" (60.3mm)

**FRONT VIEW**
- 3" (76mm)
- 1-1/2" (38mm)

- RS-232 port
- Ethernet port
- Faceplate
## Specifications

<table>
<thead>
<tr>
<th>Power Requirements</th>
<th>DC Inputs</th>
<th>9 to 12VDC, 3.6W maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Consumption</td>
<td>6VA maximum (1.75W)</td>
<td></td>
</tr>
<tr>
<td>Dimensions - W x D x H</td>
<td>3 x 5.1/4 x 1.1/2 (76 x 134 x 38)</td>
<td></td>
</tr>
<tr>
<td>Weight</td>
<td>Net - oz. (kg)</td>
<td>7 (0.2)</td>
</tr>
<tr>
<td></td>
<td>Shipping - lb. (kg)</td>
<td>1.3 (0.6)</td>
</tr>
<tr>
<td>Ambient Operating Environment, °F (°C)</td>
<td>32 to 131 (0 to 55); 10% to 90% RH (non-condensing)</td>
<td></td>
</tr>
<tr>
<td>Ambient Storage Temperature, °F (°C)</td>
<td>-4 to 140 (-20 to 60)</td>
<td></td>
</tr>
<tr>
<td>Protection</td>
<td>SELV Isolated User Connections, Watchdog Timer Circuitry</td>
<td></td>
</tr>
<tr>
<td>Communication Ports</td>
<td>Service Terminal (RS-232)</td>
<td>DB9F, DTE</td>
</tr>
<tr>
<td></td>
<td>Ethernet Communications</td>
<td>RJ45</td>
</tr>
</tbody>
</table>

## Wiring Specifications

<table>
<thead>
<tr>
<th>Connection</th>
<th>Supported Wire Type</th>
<th>Maximum Wire Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS-232</td>
<td>Null Modem Cable</td>
<td>50 ft. (15.3m)</td>
</tr>
<tr>
<td>DB-9F Connector</td>
<td>DTE Null Modem Cable</td>
<td>50 ft. (15.3m)</td>
</tr>
<tr>
<td>RJ-45 Connector</td>
<td>Standard Category 5 Cable</td>
<td>328 ft. (100m)</td>
</tr>
</tbody>
</table>
2014 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2013

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014*

*Pursuant to NAC 338.040(3), "After a contract has been awarded, the
prevailing rates of wages in effect at the time of the opening of bids remain in
effect for the duration of the project."

---

2013-2014 Prevailing Wage Rates – Clark County
PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

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. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

2013-2014 Prevailing Wage Rates — Clark County
<table>
<thead>
<tr>
<th>CRAFT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AIR BALANCE TECHNICIAN</strong></td>
<td></td>
</tr>
<tr>
<td>Air Balance Technician-Journeyman</td>
<td>63.52</td>
</tr>
<tr>
<td>Air Balance Technician-Foreman</td>
<td>67.78</td>
</tr>
<tr>
<td>Air Balance Technician-General Foreman</td>
<td>72.04</td>
</tr>
<tr>
<td><strong>ALARM INSTALLER</strong></td>
<td></td>
</tr>
<tr>
<td>Alarm Installer-Journeyman</td>
<td>57.90</td>
</tr>
<tr>
<td><strong>BOILERMAKER</strong></td>
<td></td>
</tr>
<tr>
<td>Boilermaker</td>
<td>65.94</td>
</tr>
<tr>
<td><strong>BRICKLAYER</strong></td>
<td></td>
</tr>
<tr>
<td>Bricklayer-Journeyman</td>
<td>46.13</td>
</tr>
<tr>
<td><strong>CARPENTER</strong></td>
<td></td>
</tr>
<tr>
<td>Carpenter-Journeyman</td>
<td>52.26</td>
</tr>
<tr>
<td>Carpenter-Welder</td>
<td>53.26</td>
</tr>
<tr>
<td>Carpenter-Foreman</td>
<td>55.47</td>
</tr>
<tr>
<td>Carpenter-General Foreman</td>
<td>58.97</td>
</tr>
<tr>
<td><strong>CEMENT MASON</strong></td>
<td></td>
</tr>
<tr>
<td>Cement Mason-Journeyman</td>
<td>47.53</td>
</tr>
<tr>
<td>Cement Mason-Foreman</td>
<td>50.95</td>
</tr>
<tr>
<td>Cement Mason-General Foreman</td>
<td>52.66</td>
</tr>
<tr>
<td><strong>ELECTRICIAN- COMMUNICATION TECHNICIAN</strong></td>
<td></td>
</tr>
<tr>
<td>Installer/Technician</td>
<td>41.47</td>
</tr>
<tr>
<td>Senior Installer/Technician</td>
<td>57.90</td>
</tr>
<tr>
<td>Installer/Technician Foreman</td>
<td>62.38</td>
</tr>
<tr>
<td>Installer/Technician General Foreman</td>
<td>66.86</td>
</tr>
<tr>
<td><strong>ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR</strong></td>
<td></td>
</tr>
<tr>
<td>Groundman</td>
<td>42.66</td>
</tr>
</tbody>
</table>

2013-2014 Prevailing Wage Rates – Clark County
Lineman 61.58
Foreman 67.11
General Foreman 72.55
Heavy Equipment Operator 51.34

**ELECTRICIAN-NEON SIGN**
Electrician-Neon Sign 47.28

**ELECTRICIAN-WIREMAN**
Wireman-Journeyman 58.26
Wireman-Cable Splicer 58.77
Wireman-Foreman 62.78
Wireman-General Foreman 67.30

**ELEVATOR CONSTRUCTOR**
Elevator Constructor-Journeyman Mechanic 87.91
Elevator Constructor-Mechanic In Charge 95.74

**FENCE ERECTOR**
Fence Erector 16.84

**FLAGPERSON**
Flagperson 44.31

**FLOOR COVERER**
Floor Coverer-Journeyman 42.97
Floor Coverer-Foreman 47.70

**GLAZIER**
Glazier-Journeyman 60.54
Glazier-Foreman 64.77

**HIGHWAY STRIPER**
Highway Striper 32.56

**HOD CARRIER-BRICK MASON TENDER**
Brick Mason 44.18

2013-2014 Prevailing Wage Rates – Clark County
**HOD CARRIER-PLASTERER TENDER**
- Plasterer Tender-Journeyman: 47.21
- Plasterer Tender-Foreman: 49.21
- Plasterer Tender-General Foreman: 50.21

**IRON WORKER**
- Ironworker-Journeyman: 59.30
- Ironworker-Foreman: 62.60
- Ironworker-General Foreman: 66.23

**LABORER**
- Group 1: 45.81
- Group 2: 46.02
- Group 3: 46.12
- Group 4: 46.21
- Group 5: 46.31
- Group 6A: 48.97
- Group 6B: 48.22
- Group 6C: 48.47
- Group 6D: 48.83
- Group 6E: 48.47
- Group 7: 46.12

Foreman $2.00 above highest paid journeyman supervised.
General Foreman $3.00 above highest paid foreman supervised.

**MECHANICAL INSULATOR**
- Mechanical Insulator-Journeyman: 58.43
- Mechanical Insulator-Foreman: 61.71
- Mechanical Insulator-General Foreman: 64.99

**MILLWRIGHT**
- Millwright-Journeyman: 53.26
- Millwright-Welder: 54.26
- Millwright-Foreman: 56.67
- Millwright-General Foreman: 60.42

*2013-2014 Prevailing Wage Rates – Clark County*
OPERATING ENGINEER

SEE

Group 1
Group 2
Group 3
Group 4
Group 5
Group 6
Group 7
Group 8
Group 9
Group 10
Group 11
Group 12
Group 13
Group 14
Group 15
Group 16
Group 17
Group 18
Group 19
Group 20
Group 21
Group 22
Group 23
Group 24
Group 25

59.64
60.59
60.88
62.37
63.47
62.59
63.69
62.70
63.80
62.82
63.92
62.99
63.09
63.12
63.20
63.32
63.49
63.59
63.70
63.82
63.99
64.09
64.20
64.32
64.49

Add $.50 per hour for "Special" Shift
Add $1.00 per hour for "Multiple" Shift

OPERATING ENGINEER:
CRANES, PILEDRIVING, & HOISTING EQUIPMENT

SEE

Group 1
Engineer Oiler
Forklift Operator

62.99
62.23

Group 2
Truck Crane Oiler

62.99

Group 3
A-Frame or Winch Truck Operator

62.23

2013-2014 Prevailing Wage Rates – Clark County
Ross Carrier Operator (Jobsite) 62.23

**Group 4**
Bridge-Type Unloader and Turntable Operator 63.32
Helicopter Hoist Operator 63.32

**Group 5**
Hydraulic Boom Truck (Pitman) 62.59
Stinger Crane (Austin-Western or Similar Type) 62.59
Tugger Hoist Operator (1 Drum) 62.59

**Group 6**
Bridge Crane Operator 62.37
Cretor Crane Operator 62.37
Hoist Operator (Chicago Boom and Similar Type) 62.37
Lift Mobile Operator 62.37
Lift Slab Machine Operator (Vagtborg and Similar Types) 62.37
Material Hoist/Manlift Operator 62.37
Polar Gantry Crane Operator 62.37
Self Climbing Scaffold (or Similar Type) 62.37
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)
Silent Piler 62.37
Tugger Hoist Operator (2 Drum) 62.37

**Group 7**
Pedestal Crane Operator 62.59
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)
Tower Crane Repairman 62.59
Tugger Hoist Operator (3 Drum) 62.59

**Group 8**
Crane Operator (up to and including 25 ton capacity) 67.16
Crawler Transporter Operator 62.70
Derrick Barge Operator (up to and including 25 ton capacity) 62.70
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)

**Group 9**
Crane Operator (over 25 tons up to and including 50 tons M.R.C.) 66.16
Derrick Barge Operator (over 25 tons, up to and 62.99

*2013-2014 Prevailing Wage Rates — Clark County*
including 50 tons M.R.C.)

Highline Cableway Operator 62.82

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.) 62.82

K-Crane 62.82

Polar Crane Operator 62.82

Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator 62.82

**Group 10**

Crane Operator (over 50 tons, up to and including 100 tons M.R.C.) 66.71

Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.) 64.16

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.) 64.16

Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.) 66.12

**Group 11**

Crane Operator (over 100 tons, up to and including 200 tons M.R.C.) 66.71

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.) 65.16

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.) 65.16

Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.) 66.71

Tower Crane Operator and Tower Gantry 67.16

**Group 12**

Crane Operator (over 200 tons up to and including 300 tons M.R.C.) 69.35

Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.) 66.16

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.) 66.16

Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.) 69.35

**Group 13**

Crane Operator (over 300 tons) 70.72

2013-2014 Prevailing Wage Rates — Clark County
Derrick Barge Operator (over 300 tons) 67.16
Helicopter Pilot 67.16
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons) 67.16
Mobile Tower Crane Operator (over 300 tons) 70.12
Add $.50 per hour for "Special" Shift
Add $1.00 per hour for "Multiple" Shift

OPERATING ENGINEER-SURVEYOR
SEE
Group 1 61.56
Group 2 62.37
Group 3 62.59
Group 4 62.87
Group 5 62.99
Group 6 63.09
Group 7 63.12
Group 8 63.49
Group 9 63.62
Group 10 64.12

OPERATING ENGINEER –TUNNEL
SEE
Group 1 61.49
Group 2 62.44
Group 3 62.73
Group 4 62.87
Group 5 63.09
Group 6 63.20
Group 7 63.32
Group 8 63.49
Group 9 63.62

PAINTER
Painter-Journeyman 48.66
Painter-Foreman 51.78

2013-2014 Prevailing Wage Rates – Clark County
## Piledriver
- Driverman, Rigman, Bridge and Dock Carpenter: 50.81
- Certified Welder: 51.31
- Piledriver-Foreman: 54.30
- Diver-Diving (wet pay): 94.72
- Stand-By Diver: 55.30
- Tender: 54.30

## Plasterer
- Plasterer-Journeyman: 46.01
- Plasterer-Foreman: 49.25
- Plasterer-General Foreman: 50.87

## Plumber/PIPEFITTER
- Plumber/pipefitter-Journeyman: 59.63
- Plumber-Foreman: 63.49
- Plumber-General Foreman: 67.34

## Refrigeration
- Refrigeration-Journeyman: 59.63
- Refrigeration-Foreman: 63.49
- Refrigeration-General Foreman: 67.34

## Roofer
- (Does not include sheet metal roofs)
- Roofer-Journeyman: 32.16
- Roofer-Foreman: 37.03

## Sheet Metal Worker
- Sheet Metal-Journeyman: 63.52
- Sheet Metal-Foreman: 67.78
- Sheet Metal-General Foreman: 72.04

## Sprinkler Fitter
- Sprinkler Fitter-Journeyman: 58.42
- Sprinkler Fitter-Foreman: 60.97
- Sprinkler Fitter-General Foreman: 63.42

## Taper
- Taper: 48.66

2013-2014 Prevailing Wage Rates — Clark County
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Setter/Terrazzo Worker/Marble Mason</td>
<td></td>
</tr>
<tr>
<td>Tile Setter/Terrazzo Worker/Marble Mason-Finisher</td>
<td>35.65</td>
</tr>
<tr>
<td>Tile Setter</td>
<td>48.08</td>
</tr>
<tr>
<td>Terrazzo Worker/Marble Mason</td>
<td>50.71</td>
</tr>
<tr>
<td><strong>TRAFFIC BARRIER ERECTOR</strong></td>
<td></td>
</tr>
<tr>
<td>Traffic Barrier Erector</td>
<td>45.81</td>
</tr>
<tr>
<td><strong>TRUCK DRIVER</strong></td>
<td></td>
</tr>
<tr>
<td>SEE</td>
<td></td>
</tr>
<tr>
<td>Group 1</td>
<td>48.50</td>
</tr>
<tr>
<td>Group 2</td>
<td>48.60</td>
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<tr>
<td>Group 3</td>
<td>48.81</td>
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<td>Group 4</td>
<td>48.99</td>
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<tr>
<td>Group 5</td>
<td>49.14</td>
</tr>
<tr>
<td>Group 6</td>
<td>49.49</td>
</tr>
<tr>
<td>Foreman $1.00 above highest paid journeyman supervised.</td>
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</tr>
<tr>
<td><strong>WELL DRILLER</strong></td>
<td></td>
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<tr>
<td>Well Driller</td>
<td>13.65</td>
</tr>
<tr>
<td><strong>EQUIPMENT GREASER (RACK)</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Greaser (rack)</td>
<td>62.37</td>
</tr>
<tr>
<td><strong>EQUIPMENT GREASER (GREASE TRUCK)</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Greaser (grease truck)</td>
<td>62.37</td>
</tr>
<tr>
<td><strong>EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment Greaser (grease truck/multi-shift)</td>
<td>63.47</td>
</tr>
<tr>
<td><strong>TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)</strong></td>
<td></td>
</tr>
<tr>
<td>Tunnel, Equipment Greaser (grease truck)</td>
<td>62.37</td>
</tr>
</tbody>
</table>
FIELD SOILS AND MATERIAL TESTER
Field Soils and Material Tester 60.59

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)
Field Asphaltic Concrete (soils and material tester) 60.59

Job Descriptions for Recognized Classes of Workmen

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

1. 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."

2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.

3. 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.

4. 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.

5. 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.

AIR BALANCE TECHNICIAN, includes but is not limited to:
Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:
2013-2014 Prevailing Wage Rates – Clark County
1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

**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.

**BRICKLAYER**, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

**CARPENTER**, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;

2013-2014 Prevailing Wage Rates – Clark County
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION INSTALLER/TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

ELECTRONIC COMMUNICATION SENIOR INSTALLER/TECHNICIAN, includes but is not limited to:

May include the duties of the Installer/Technician; working with, supervising, and coordinating the work of the Installer/Technician.

ELECTRICIAN LINEMAN, includes but is not limited to:

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1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;

2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;

3. Climbing erected poles or towers and installing equipment such as transformers;

4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

**ELECTRICIAN GROUNDMAN**, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;

2. Loading and unloading of materials and equipment used by electrician lineman.

3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

**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;

**ELECTRICIAN WIREMAN**, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;

2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;

3. Pulling wiring through conduit;

4. Splicing wires;

5. Connecting wiring to lighting fixtures and power equipment;

6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;

7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;

8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;

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**2013-2014 Prevailing Wage Rates – Clark County**
9. As necessary, cutting and welding steel structural members;
10. Handling and installation of all electrical equipment, appliances, apparatus and materials at the site of the public work and necessary to the execution of the contract for the public work.

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

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;

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;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

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1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging glass, or materials used in lieu thereof, on trucks at the site of the public work;

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;

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

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

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;

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4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

2013-2014 Prevailing Wage Rates – Clark County
1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

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.

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;

2013-2014 Prevailing Wage Rates – Clark County
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

**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;

**PIPEFITTER**, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

**PLASTERER**, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;

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9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

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;

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;

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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;

**SHEET METAL WORKER**, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
   - Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
   - Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
   - Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
3. Shaping metal over anvils, blocks or forms using a hammer;
4. Operating soldering and welding equipment to join sheet metal parts;
5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

**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.

**SURVEYOR**, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

**TAPER**, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;

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2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
5. Coating of joint compound or taping mud;

**TERRAZZO WORKER**, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms.

**TILE SETTER**, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade.

**TILE, TERRAZZO AND MARBLE FINISHER**, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

**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.

**TRUCK DRIVER**, includes but is not limited to:

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Driving a tractor trailer combination or a truck to 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)

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.

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.)

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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, lute man
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3
Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral

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Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
Concrete dumper (on one yard or larger mixers and handling bulk cement
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4
Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzleman)
Steel header-board man

Group 5
Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6
Miner and Bullgang

Group 7
Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1
Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator

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

Group 2
Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3
Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4
Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super

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Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5
No current classification

Group 6
Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100
Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)

2013-2014 Prevailing Wage Rates – Clark County
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 ¼ 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

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

Group 9
Heavy Duty Repairman (Multi-Shift)

Group 10
Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman

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Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11
Dynamic Compactor LDC350 (or similar types)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

Group 12
Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types - Hughes Super Duty, Auger 200 or similar types - drilling depth of 175’ maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

Group 13
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14
Canal Liner Operator (not less than four (4) employees - Operator, Oilier, 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)

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

**Group 16**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**Group 17**
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

**Group 18**
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

**Group 19**
Rotex Concrete Belt Operator (or similar types)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

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

**Group 20**
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

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

**Group 21**
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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Group 22
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

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

Group 24
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

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

Group 25
Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group 1
Engineer Oiler
Forklift Operator

Group 2
Truck Crane Oiler

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

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

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

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

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

Group 8
Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9
Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator.

Group 10
Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

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

Group 11
Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Tower Crane Operator and Tower Gantry

Group 12
Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13
Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1
Chainman

Group 2
Rodman

Group 3
Instrument man

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

Group V
Party Chief

2013-2014 Prevailing Wage Rates – Clark County
Group VI
E.D.M. or Fathometer Instrument man

Group VII
Certified Party Chief

Group VIII
Hydrographic Engineer Party Chief

Group IX
Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group X
Chief of Parties
Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
Heavy Duty Repairman Helper

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

Group 3
Power - Driver Jumbo Form Setter Operator

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

Group 5
Bit Sharpener
Equipment Greaser (Grease Truck)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tugger Hoist Operator (1 drum)
Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
Welder - General

Group 6
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
Drill Doctor

2013-2014 Prevailing Wage Rates – Clark County
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)
Pumacrete 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), pumacrete 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), pumacrete 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, fireman.

2013-2014 Prevailing Wage Rates – Clark County
**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.
ZONE RATES

BRICKLAYER
In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Distance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-40 Miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>41-50 Miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>51-70 Miles</td>
<td>$5.00</td>
</tr>
<tr>
<td>Over 70 Miles</td>
<td>$7.50</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 40 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-41 to 60 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>3-Over 60 miles</td>
<td>$4.25</td>
</tr>
<tr>
<td>Laughlin area</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

CEMENT MASON
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:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 50 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>Over 50 miles</td>
<td>$3.25</td>
</tr>
</tbody>
</table>

ELECTRICIAN COMMUNICATION TECHNICIAN
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 25 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-26 to 55 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>3-56 miles and over</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Zone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 25 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-26 to 55 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>3-over 55 miles</td>
<td>$3.50</td>
</tr>
</tbody>
</table>
LABORER
In addition to: LABORER, FLAGPERSON, HOD CARRIER BRICK MASON TENDER, HOD CARRIER PLASTERER, and TRAFFIC BARRIER ERECTOR 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 2-50 Miles and Over $3.75 including Laughlin area.

MECHANICAL INSULATOR
In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Clark County Courthouse:
Zone 1-20-45 miles- $3.75
Zone 2-45-75 miles- $5.00
Zone 3-75-150 miles- $7.50
Zone 4-150 miles and over- $8.75

MILLWRIGHT
In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:
Zone 1-0 to 20 miles $0.00
Zone 2-21 to 40 miles $1.50
Zone 3-41 miles and over $3.25

OPERATING ENGINEER
In addition to: OPERATING ENGINEER; CRANES, PILEDRIVING AND HOISTING EQUIPMENT, SURVEYOR, TUNNEL, EQUIPMENT GREASER (RACK), EQUIPMENT GREASER (GREASE TRUCK), EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT), TUNNEL, EQUIPMENT GREASER (GREASE TRUCK), FIELD SOILS AND MATERIAL TESTER and 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 20 miles $0.00
Zone 2-21 to 40 miles $2.00
Zone 3-41 to 60 miles $3.00
Zone 4-over 60 miles $3.50

PLASTERER
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 miles $0.00
Zone over 50 miles $3.25

2013-2014 Prevailing Wage Rates – Clark County
PLUMBER/PIPEFITTER
In addition to PLUMBER/PIPEFITTER 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:

<table>
<thead>
<tr>
<th>Zone Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0-20 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-21-45 miles</td>
<td>$3.75</td>
</tr>
<tr>
<td>3-46-75 miles</td>
<td>$7.50</td>
</tr>
<tr>
<td>4-76 miles and over</td>
<td>$11.25</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Zone Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-0 to 30 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-31 to 50 miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>3-51 to 100 miles</td>
<td>$3.50 (including Laughlin)</td>
</tr>
<tr>
<td>4-over 100 miles</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

TILE/TERRAZZO WORKER/MARBLE MASON
In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

<table>
<thead>
<tr>
<th>Distance Range</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-40 Miles</td>
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</tr>
<tr>
<td>41-50 Miles</td>
<td>$2.50</td>
</tr>
<tr>
<td>51-70 Miles</td>
<td>$4.37</td>
</tr>
<tr>
<td>Over 70 Miles</td>
<td>$6.87</td>
</tr>
</tbody>
</table>

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

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

<table>
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<td>3-51 to 70 miles</td>
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</tr>
<tr>
<td>4-Over 70 miles</td>
<td>$3.50</td>
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</tbody>
</table>