



POWER SOLUTIONS

3300 St. Rose Parkway
Henderson, NV 89052

Main (702) 649-8777
Fax (702) 639-5090

January 11, 2010
QUOTE EXPIRES AFTER THIRTY (30) DAYS.

Attention: Estimating

Project Name: Las Vegas City Hall (VE OPTION)
QUOTE KS01111002

We are pleased to provide pricing per the following quote and bill of materials. Specification 260548, 263213, 263353, 263500, 263600 & drawings E5.00, E5.01, E5.02 & E5.03 were reviewed to complete this quote.

Current lead time on new order for gen set 20-22 weeks after release. Current lead time on CAT switchgear is 20-22 weeks after release. Current lead time on Mitsubishi UPS is 8-10 weeks after release. Current lead time on ATS is 4-6 weeks after release.

2-Caterpillar C32 900kW diesel generator set, 3 ATS & CAT Switchgear \$ 462,000+tax

Mitsubishi 500Kva UPS w/ 17 minutes of battery backup \$ 157,415+tax

Contractor will provide PSG Distribution breakers with this option. Please check your distribution breaker supplier's quote for Cashman Equipment's VE option adder. This option provides a solution that still meets 100% of the intent of the specification with ALL features, functions, and options.

Clarification: On the ATS feeding the fire pump, the ATS is integral with pump controls and needs to be provided by pump supplier.

Third Party LEED Inspection/certification by others.

Price includes freight to site, start up, commissioning, load bank testing at site, and owner training on equipment provided by Cashman Equipment. Also includes CAT parts and labor warranty from date of startup and 2 year service and maintenance agreement.

Please add applicable tax.

NOT INCLUDED: CRANE TO OFFLOAD, INSTALLATION, FUEL, TAXES.

Fuel is estimated at \$4.50 per gallon. Price is subject to change at time of delivery.

Thank you for the opportunity to quote this equipment.

Sincerely yours,

CASHMAN POWER

Kim Symons

Kim Symons

Power Systems Sales Representative

Tel 702-639-5012

Cel 702-326-6698

J54-036

JA 0003856

Page 2
Project Name: Las Vegas City Hall
QUOTE KS01111002

BILL OF MATERIALS

(2) Caterpillar C32 Diesel Engine
900kW 60Hz 480V
Stationary Application
Standby Application
Non UL2200
Weather proof Enclosure
750 Gallon UL2085 fuel tank
Vibration Isolators
EMCP 3.3 Control Panel
Control Panel Mount Rear
Custom Local Annunciator
Custom Remote Annunciator
Local PC Monitoring
HD Electric Starting Motor
10A Battery Charger
Over sized Battery set 24V
Jacket Water Heater
1600A 3P 100% LSI-P UL Rated Circuit Breaker
Bottom Cable Entry w/ shroud
CSA Test and Certification
Generator Test Report
Test Report @ .8 PF

Start up, commissioning, and training at site per specs on all equipment furnished by Cashman Equipment
Load test at site
Warranty entire Caterpillar system TWO (2) years
Service and Maintenance Contract (2) years
Operation and Maintenance Manuals

AUTOMATIC TRANSFER SWITCH/ES:

Caterpillar CTS 800A 4 pole 480V N1
Caterpillar CTS 1000A 4 pole 480V N1
Caterpillar CTS 1200A 4 pole 480V N1

SWITCHGEAR:

Please see attached BOM

UNINTERRUPTIBLE POWER SUPPLY:

Please see attached BOM

SEE GENERAL TERMS AND CLARIFICATIONS ON ATTACHED SEPARATE PAGE.



POWER SOLUTIONS

GENERAL TERMS AND CLARIFICATIONS TO QUOTATION

Pricing:

Please note expiration date on first page of quotation. Quote MUST be renewed after expiration date in order to confirm validity of pricing. Prices are always subject to change as project design or scope changes occur which influence the equipment that is a part of our quote. **CANCELLATION CHARGES WILL APPLY TO ALL CANCELLED ORDERS.**

NOT INCLUDED, UNLESS OTHERWISE STATED IN QUOTATION:

Crane to off load equipment from delivery truck and set in place at site.
Installation (electrical and mechanical) of all equipment quoted.
Diesel or gaseous fuel, either for initial fill of tank and top off after testing.
Exhaust components (except engine muffler and engine flex), including hangers, wall/roof thimbles, thermal insulation, piping from muffler/flex to outside of building. Mechanical/plumbing contractor should be consulted.
Coordination Studies - Cashman will supply protective devices as noted only - studies, settings, calibration, etc, by others
Seismic Studies - where applicable and noted, equipment complies with IBC requirements, any other compliance requirements, including studies, settings, adjustment, testing, or supply of components is by others.

Equipment Quoted:

If specifications and/or single line drawing/s provided:

Cashman Equipment is offering Caterpillar's standard product that meets 100% of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

If NO specifications and/or single line drawing/s provided:

Cashman Equipment is quoting equipment for this project that meets what we best understand is required, either for budgetary purposes or "quick" pricing. No compliance with any spec or drawing is implied unless specifically noted.

Code Compliance:

Cashman Power is not responsible for interpretation or compliance with any codes - including, but not limited to, building, electrical, mechanical or emissions - not specifically cited prior to this quote. Code compliance is the responsibility of the owner and design team. **CASHMAN EQUIPMENT DOES NOT INSTALL THE EQUIPMENT OR PROVIDE PERMITS.**

Lead Times:

Although we give the best available lead time estimates at the time of quote, factory manufacturing times are subject to change on a day-to-day basis. Lead times cannot be established until the engineering approval process is complete through approved submittals and a written release from customer for all equipment is received. After that, the equipment order will be placed with the factory. Lead time in effect at time of equipment order would prevail. Order processing time and equipment transport time will add an estimated 2-4 weeks to delivery dates.

Emissions:

Engine meets federal EPA emissions standards requirements. Any local jurisdictional compliance requirements more stringent than standard EPA rules may incur additional costs for aftertreatment. This is not included unless specifically noted.

Remote Annunciator Panels (if quoted):

Caterpillar remote annunciator panel distance for wire run is a maximum of 300 feet from gen set control panel. If a distance greater than 300 feet from gen set control panel is required, there will be an added charge for special equipment / engineering costs.

General:

- Cashman Equipment is an equipment supplier only. Installation is by others, which includes but is not limited to concrete pad; setting in place; anchoring; wiring; fuel piping; exhaust design/piping/installation/heat blankets; radiator ducting on indoor units.
- Non-standard lugs will be an added charge. Some equipment lug sizing is dependent upon UL restrictions and may not be able to be changed. Always check your submittal package for lug sizing available. 1800A and up circuit breakers will be bus bars only - LUGS BY OTHERS.
- Coordination of fuel supply and transfer systems not supplied by Cashman is by others.
- Start up and commissioning will commence upon pre-startup checklist completion and inspection of site by Cashman representative to confirm installation is complete and ready for start up.
- All prices do not include tax, crane, factory witness testing, site testing, maintenance, fuel, or extended warranty unless specifically noted.



POWER SOLUTIONS

3300 St. Rose Parkway
Henderson, NV 89052

Main (702) 649-8777
Fax (702) 639-5090

August 31, 2009

QUOTE EXPIRES AFTER THIRTY (30) DAYS.

(Revised)

Attention: Estimating

Project Name: Las Vegas City Hall
QUOTE KS08310901

We are pleased to provide pricing per the following quote and bill of materials. Specification 260548, 263213, 263353, 263500, 263600 & drawings E5.00, E5.01, E5.02 & E5.03 were reviewed to complete this quote.

Current lead time on new order for gen set 20-22 weeks after release. Current lead time on CAT switchgear is 20-22 weeks after release. Current lead time on Mitsubishi UPS is 8-10 weeks after release. Current lead time on ATS is 4-6 weeks after release.

<u>2-Caterpillar C32 900kW diesel generator set & 3 ATS</u>	<u>\$ 418,844+tax</u>
<u>Cat Switchgear</u>	<u>\$ 279,208+tax</u>
<u>Mitsubishi 500Kva UPS w/ 17 minutes of battery backup</u>	<u>\$ 157,415+tax</u>

698,052

Clarification: On the ATS feeding the fire pump, the ATS is integral with pump controls and needs to be provided by pump supplier.

Third Party LEED Inspection/certification by others.

Price includes freight to site, start up, commissioning, load bank testing at site, and owner training on equipment provided by Cashman Equipment. Also includes CAT parts and labor warranty from date of startup and 2 year service and maintenance agreement.

Please add applicable tax.

NOT INCLUDED: CRANE TO OFFLOAD, INSTALLATION, FUEL, TAXES.

Fuel is estimated at \$4.50 per gallon. Price is subject to change at time of delivery.

Thank you for the opportunity to quote this equipment.

Sincerely yours,

CASHMAN POWER

Kim Symons

Kim Symons

Power Systems Sales Representative

Tel 702-639-5012
Cel 702-326-6596

J54-039
JA 0003879

Page 2
Project Name: Las Vegas City Hall
QUOTE KS08340901

BILL OF MATERIALS

Caterpillar C32 Diesel Engine
900kW 60Hz 480V
Stationary Application
Standby Application
Non UL2200
Weather proof Enclosure
750 Gallon UL2086 fuel tank
Vibration Isolators
EMCP 3.3 Control Panel
Control Panel Mount Rear
Custom Local Annunciator
Custom Remote Annunciator
Local PC Monitoring
HD Electric Starting Motor
10A Battery Charger
Over sized Battery set 24V
Jacket Water Heater
1600A 3P 100% LSI-P UL Rated Circuit Breaker
Bottom Cable Entry w/ shroud
CSA Test and Certification
Generator Test Report
Test Report @ .8 PF

Start up, commissioning, and training at site per specs on all equipment furnished by Cashman Equipment
Load test at site
Warranty entire Caterpillar system TWO (2) years
Service and Maintenance Contract (2) years
Operation and Maintenance Manuals

AUTOMATIC TRANSFER SWITCH/ES:

Caterpillar CTS 800A 4 pole 480V N1
Caterpillar CTS 1000A 4 pole 480V N1
Caterpillar CTS 1200A 4 pole 480V N1

SWITCHGEAR:

Please see attached quote

UNINTERRUPTIBLE POWER SUPPLY:

Please see attached quote

SEE GENERAL TERMS AND CLARIFICATIONS ON ATTACHED SEPARATE PAGE.



POWER SOLUTIONS

GENERAL TERMS AND CLARIFICATIONS TO QUOTATION

Pricing:

Please note expiration date on first page of quotation. Quote MUST be renewed after expiration date in order to confirm validity of pricing. Prices are always subject to change as project design or scope changes occur which influence the equipment that is a part of our quote. **CANCELLATION CHARGES WILL APPLY TO ALL CANCELLED ORDERS.**

NOT INCLUDED, UNLESS OTHERWISE STATED IN QUOTATION:

Crane to off load equipment from delivery truck and set in place at site.
Installation (electrical and mechanical) of all equipment quoted.
Diesel or gaseous fuel, either for initial fill of tank and top off after testing.
Exhaust components (except engine muffler and engine flex), including hangers, wall/roof thimbles, thermal insulation, piping from muffler/flex to outside of building. Mechanical/plumbing contractor should be consulted.
Coordination Studies - Cashman will supply protective devices as noted only - studies, settings, calibration, etc, by others.
Seismic Studies - where applicable and noted, equipment complies with IBC requirements, any other compliance requirements, including studies, settings, adjustment, testing, or supply of components is by others.

Equipment Quoted:

If specifications and/or single line drawing/s provided:

Cashman Equipment is offering Caterpillar's standard product that meets 100% of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

If NO specifications and/or single line drawing/s provided:

Cashman Equipment is quoting equipment for this project that meets what we best understand is required, either for budgetary purposes or "quick" pricing. No compliance with any spec or drawing is implied unless specifically noted.

Code Compliance:

Cashman Power is not responsible for interpretation or compliance with any codes - including, but not limited to, building, electrical, mechanical or emissions - not specifically cited prior to this quote. Code compliance is the responsibility of the owner and design team. **CASHMAN EQUIPMENT DOES NOT INSTALL THE EQUIPMENT OR PROVIDE PERMITS.**

Lead Times:

Although we give the best available lead time estimates at the time of quote, factory manufacturing times are subject to change on a day-to-day basis. Lead times cannot be established until the engineering approval process is complete through approved submittals and a written release from customer for all equipment is received. After that, the equipment order will be placed with the factory. Lead time in effect at time of equipment order would prevail. Order processing time and equipment transport time will add an estimated 2-4 weeks to delivery dates.

Emissions:

Engine meets federal EPA emissions standards requirements. Any local jurisdictional compliance requirements more stringent than standard EPA rules may incur additional costs for aftertreatment. This is not included unless specifically noted.

Remote Annunciator Panels (if quoted):

Caterpillar remote annunciator panel distance for wire run is a maximum of 300 feet from gen set control panel. If a distance greater than 300 feet from gen set control panel is required, there will be an added charge for special equipment / engineering costs.

General:

- Cashman Equipment is an equipment supplier only. Installation is by others, which includes but is not limited to concrete pad; setting in place; anchoring; wiring; fuel piping; exhaust design/piping/installation/heat blankets; radiator ducting on indoor units.
- Non-standard lugs will be an added charge. Some equipment lug sizing is dependent upon UL restrictions and may not be able to be changed. Always check your submittal package for lug sizing available. **1600A and up circuit breakers will be bus bars only - LUGS BY OTHERS.**
- Coordination of fuel supply and transfer systems not supplied by Cashman is by others.
- Start up and commissioning will commence upon pre-startup checklist completion and inspection of site by Cashman representative to confirm installation is complete and ready for start up.
- All prices do not include tax, crane, factory witness testing, site testing, maintenance, fuel, or extended warranty unless specifically noted.

Enercon Engineering, Inc.
1 Altorfer Lane
East Peoria IL 61611
United States

Phone: 309-694-1418

Invoice: 102545

INVOICE

Page: 1 of 1
Date: 6/30/2011

Sold To:

Cashman Equipment Company
3300 St. Rose Parkway
Henderson NV 89052
United States

Ship To:

Cashman Equipment Company
3300 St. Rose Parkway
Henderson NV 89052
United States

Fax: 702-633-4965

PO Number: 10-081
Sales Rep: Kevin Kempton

Terms: Due On Receipt
Ordered: 11/24/2010

F.O.B: FACTOR
Ship Via: Best Way
Ship Date: 6/30/2011

FREIGHT CHARGES FOR INVOICE# 102406 DATED 6/9/11
REMOTE CONTROL STATUS PANEL
REF# 10KLK10542 REV1

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00	EC-10542-1		2,793.00000 EA	0.00
	Line Ref. 1	Electrical Controls			

Line (1) Miscellaneous Charges

Description	Amount
1.) Freight Charges Electrical	180.78

FILE COPY

Charge Machine

10-081

Date:

7/12/11

Name: Cee Cee Carter

Name: Keith Lozeau

Payment Schedule		
	Due Date	Amount
1	6/30/2011	180.78
Total		180.78

Total: 180.78

ARForm001:00

J54-043
JA 00003883

Enércon Engineering, Inc.
1 Altorfer Lane
East Peoria IL 61611
United States

Phone: 309-694-1418

COPY

Invoice: 102545

INVOICE

Page: 1 of 1
Date: 6/30/2011

Sold To:

Cashman Equipment Company
3300 St. Rose Parkway
Henderson NV 89052
United States

Ship To:

Cashman Equipment Company
3300 St. Rose Parkway
Henderson NV 89052
United States

Fax: 702-633-4966

PO Number: 10-081
Sales Rep: Kevin Kempton

Terms: Due On Receipt
Ordered: 11/24/2010

F.O.B: FACTOR
Ship Via: Best Way
Ship Date: 6/30/2011

FREIGHT CHARGES FOR INVOICE# 102406 DATED 6/9/11
REMOTE CONTROL STATUS PANEL
REF# 10KLK10542 REV1

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00	EC-10542-1		2,793.00000 EA	0.00
	Line Ref. 1	Electrical Controls			

Line (1) Miscellaneous Charges

Description	Amount
1.) Freight Charges Electrical	180.78

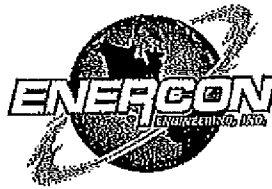
Payment Schedule		
	Due Date	Amount
1	6/30/2011	180.78
Total		180.78

Total: 180.78

ARForm:001:00

J54-044
JA 0003884

Enercon Engineering, Inc.
1 Altorfer Lane
East Peoria IL 61611
United States



Phone: 309-694-1418

Invoice: 102406

INVOICE

Page: 1 of 1
Date: 6/9/2011

Sold To:

Cashman Equipment Company

3300 St. Rose Parkway
Henderson NV 89052
United States

Ship To:

Cashman Equipment Company
3300 St. Rose Parkway
Henderson NV 89052
United States

Fax: 702-633-4965

PO Number: 10-081
Sales Rep: Kevin Kempton
Sales Order: 45876
2876

Terms: Net 30 Days
Ordered: 11/24/2010

F.O.B: FACTOR
Ship Via: Best Way
Ship Date: 6/8/2011

Packing Slip:

REMOTE CONTROL STATUS PANEL
REF# 10KLK10542 REV1

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	1.00	EC-10542-1		2,793.00000 EA	2,793.00
	Line Ref. 1	Electrical Controls			

Job No.: 45876E-01-01

Warranty: 1 Year Warranty
Material Duration Duration
1 YEARS 1 YEARS

Misc Duration
1 YEARS

Charge Machine

10-081

Date:

7/11/11

Name: Cee Cee Carter

Name: Keith Lozeau

Payment Schedule		
	Due Date	Amount
1	7/9/2011	2,793.00
Total		2,793.00

Total: 2,793.00

ARForm.001:00

Scanned 7/11/11
FILE COPY

J54-046
JA 0003886

No. 1 Altorfer Lane • East Peoria, IL 61611
Phone: 800-218-8831 • Fax: 309-427-4780.
Email: Jhargrove@enercon-eng.com

To: Cashman Equipment Co
3300 Saint Rose Parkway
Henderson, NV. 89052

Packing list

RECEIVED

JUN 14 2011

By

REF 10-081 LV City Hall
Date June 7, 2011
Job Number: 45876

AS BUILT DRAWINGS Y-N Location:

Contents

[illegible]

ENERGY CONTROLS for POWER GENERATION, plus GENERATOR SET PACKAGING, ASSEMBLIES & TESTING

1-800-218-8831 • www.enercon-eng.com

J54-047
JA 00009887

INVOICE

EMPIRE
POWER SYSTEMS



EMPIRE POWER SYSTEMS

PHOENIX 602-333-5600 YUMA 928-317-7800
TUCSON 520-407-3100 IMPERIAL 760-355-2443
KINGMAN 928-757-1159 SHOW LOW 928-832-2022
Billing Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CASHMAN EQUIPMENT CO
ATTN: ACCTS PAYABLE
PO BOX 271630
LAS VEGAS NV

SHIP TO

CASHMAN EQUIPMENT CO
MAJAVE ELECTRIC/CITY HALL
3300 SAINT ROSE PKWY
HENDERSON, NV 89052

89127-1630

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STONE	DIV	SALES MAN	TERMS	PAGE
EPSEL00006008	12-16-10	0019275	10-081	50	E	BH2	2	1
AGREEMENT NUMBER	DOC DATE	PO	LC	RC	SHIP VIA	INV SEQ NUMBER		
S47464	12-13-10	10	CUSTOMER				365401	
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACT ID NUMBER			
AA	C32 PGAG	JSJ01016		.0	10-081			

CUSTOMER CONTACT: CENCEE
TAX EXEMPTION LICENSE 1001425502 NV

EQUIPMENT SALE
CATERPILLAR MODEL C32 PGAG
GENERATOR SETS: DIESEL
1.0 ID NO: 10-081 SERIAL NO: JSJ01016 130409.08
PIN: *CAT00C32AJSJ01016*
FOB: FACTORY

TERMS: NET 10

EMPIRE POWER SYSTEMS APPRECIATES YOUR BUSINESS,
PLEASE CONTACT MELISSA LAZOK @ 602-333-5669
WITH ANY QUESTIONS REGARDING THIS INVOICE..

CHARGE MACHINE

HOUSE NO. 10-081 DATE 12/29/10
INIT. CECECE CARTER
KEITH LOZEAU

TERMS: Payment is due upon receipt of this invoice and becomes delinquent if not paid to EMPIRE SOUTHWEST (hereinafter "EMPIRE") on the date of receipt. In the event Customer defaults in its obligation of timely payments, Customer agrees to pay late charge of 1.5% of the outstanding balance due on this invoice each month until default is cured. Customer shall reimburse and pay EMPIRE for all expenses, costs and reasonable attorney's fees incurred or expended by EMPIRE in enforcing its rights herein. The laws of the state of Arizona shall govern this transaction and any enforcement hereof shall be in the superior or federal courts of Arizona. Customer expressly waives its venue rights and consents to enforcement hereof in Maricopa County, Arizona. Credit memos must be applied to the corresponding invoice unless such invoice has already been paid in full. Customer warrants that the goods will be used for business or agricultural purposes and not for personal, family, or household purposes. Customer agrees that EMPIRE shall have no liability whatsoever for indirect, consequential or special damages.

PAY THIS AMOUNT	130409.08
AMOUNT OF CREDIT	

Remit to: EMPIRE SOUTHWEST
PO BOX 29879
PHOENIX, AZ 85038-9879
J54-048
JA 0003068



Seller	Invoice
Caterpillar, Inc. Engine Division 100 NE Adams Street PEORIA IL 61629 USA	CAT Invoice# GE 656602 Number/Date 91178577 / 08 December 2010 Delivery note no./Date 80343855 / 06 December 2010 Order number/Date 620199 / 12 August 2010 CAT Order number FFZKJ Customer number H160 Purchase Order Number 10-082 Date Shipped 08 December 2010 Horsepower : 1,340 Kilowatt : 1,000 Source of Goods : LE Griffin, GA Country of origin : US Currency : USD Exchange Rate : 1.00000
Buyer EMPIRE MACHINERY 1725 S COUNTRY CLUB DR MESA AZ 85062-2985 USA	
Ship To CASHMAN EQUIPMENT COMPANY 3300 SAINT ROSE PKWY HENDERSON NV 89052-3985 USA	

Terms of payment : Y020 AZZMB Net due Fri following 13th day aft Inv. Dt.

Serial/Pin Numbers	: 3367602	J8J01013	CAT00C32J78J01013	GENSET
	3367659	PRH01018		ENGINE
	3002236	G1E01083		GENERATOR

Program Number : PSD20 - EPG Power Matrix US & CA
Marks:

AI	QTY	REF NO	PRODUCT DESCRIPTION	L/N	SELLING PRICE
I	1	C32 PGAG	C32 EPG PKG GEN SET		
I	1	60H0480	60HZ 480 VOLTS	L	V/I
I	1	ANNNFPA	1ST LOCAL ANN NFPA 110/C	L	760.00
S	1	ANNUNSL	REMOTE ANN NFPA99/CSA282	L	760.00
I	1	AUXPNLB	AUXILIARY PLATE MOUNTING	L	V/I
I	1	BAT2416	OVERSIZE BATTERY SET - 2	L	1,485.00
I	1	BATRM03	STANDARD BATTERY REMOVAL	L	1,128.00-
I	1	BUS146R	5000A LV BB REMOVAL (NEM	L	885.00-



Date/Doc.no.
08 December 2010 / 91178577
Page
2 of 4

AI	QTY	REF NO	PRODUCT DESCRIPTION	L/N	SELLING PRICE
I	1	BUSCB14	BUS BAR CONNECTIONS-1400	L	910.00
I	1	C32DE28	C32, 60HZ, 1800RPM PGS 2	L	190,212.00
I	1	CERTIFD	EPA & CARB NON-ROAD EMISS	L	V/I
I	1	CERTSTA	STATIONARY APPLICATION U	L	V/I
I	1	CERTUSA	INSIDE US EPA LOCATIONS	L	V/I
I	1	CT20006	CURRENT TRANSF., 2000:5	L	V/I
I	1	CUSTCNL	CUSTOMER CONNECTION MTG	L	V/I
I	1	EMCP33	EMCP 3.3 CONTROL PANEL	L	2,400.00
I	1	ESCNONE	No Extended Service Cove	L	V/I
I	1	GENCON3	GENERATOR CONVERSION-IE	L	1,780.00
I	1	HTSHLD3	GRD & SHLD UL/CSA HI AMB	L	1,532.00
I	1	JWHWP08	JWH WITH PUMP 208/240V	L	2,296.00
I	1	KW01000	1000 KKW W/FAN	L	V/I
S	1	LPCMONS	LOCAL PC MONITORING	L	193.00
I	1	MWCODEF	STANDBY POWER	L	V/I
I	1	NGRDCNC	NEUTRAL GND CONNECTION C	L	230.00
I	1	NOENCPB	NO ENCLOSURE REAR (STAND	L	V/I
I	1	NOENCPL	NO ENCLOSURE LEFT (STAND	L	V/I
I	1	NOEUCRT	NO EURO DIRECTIVE REQUIR	L	V/I
I	1	PCR0013	CONNECTION GROUP PCR0013	L	1,780.00
I	1	RADHA00	RAD HIGH AMBIENT 60HZ AB	L	16,005.00
I	1	RADRM88	RADIATOR REMOVAL - 60HZ	L	13,724.00-
I	1	RMALEIR	CBK UL 3P 1600A 100% LSI	L	9,091.00
I	1	RSELWR1	RAISE/LOWER SWITCH	L	79.00
I	1	SHROUDR	BOTTOM CABLE ENTRY (SHRO	L	250.00
S	1	SPEEDPTS	REMOTE SPEED ADJUST	L	270.00
I	1	STANDBY	STANDBY POWER APPLICATIO	L	V/I
I	1	SUPCBLL	SUPPORT GROUP	L	V/I
I	1	UIPBRHS	CONTROL PANEL MOUNTING -	L	V/I
I	1	GENT125	125 DEG GENERATOR TEMP R	N	V/I
I	1	LANENGO	ENGLISH LANGUAGE OPTION	N	V/I
I	1	ULLIST	UL 2200 LISTED PACKAGE G	N	160.00
I	1	MSCEC77	PUBLIC OR CIVIL SERVICES	N	V/I
I	1	MSEPGGN	GENERAL EPG (non-enclose	N	V/I
I	1	MWCODEF	STANDBY POWER	N	V/I
I	1	TRSGEN7	PGS TEST REPORT @ 0.8 PF	N	300.00
I	1	TSPCSA4	CSA TEST AND CERTIFICATI	N	V/I
		Merchandisin		13.000-%	27,858.48-
I	1	GP1431	C32 SR5 60HZ TIER 2 1000/910/830		
I	1	3367602	GENERAL ARRANGEMENT		
I	1	3367659	C32 DITTA ENG AR-BASIC		
I	1	3002236	GENERATOR AR - POWER		
I	1	PP6050	1502 BHP 1000 GEN KW WOF 60 HZ Stan		
I	1	9Y8156	NOTE - STAMP FOR STANDBY POWER		
I	1	LE0222	UL-2200 FOR ALL 3500		
I	1	5N9597	VOLTAGE INDICATOR 480V, 60HZ		
I	1	GZ0699	EMCP3.3 COMMON ENGINE INTERFACE		
I	1	0V1065	END USE: GENERAL EPG		
I	1	GC2929	Control Panel Mounting EUI-RH		
I	1	GC2933	CUSTOMER CONNECTION		
I	1	GC2938	Auxiliary Plate Mounting - REAR		



Date/Doc.no.
08 December 2010 / 91178577

Page
3 of 4

AI	QTY	REF NO	PRODUCT DESCRIPTION	L/N	SELLING PRICE
I	1	GC2994	Remote Speed Adjust (Shipped Loose)		
I	1	GC2995	Raise/Lower Switch		
I	1	GC2959	NFPA 99-110/CSA 282		
I	1	GC2964	NFPA 99-110/CSA 282		
I	1	GC3243	LOCAL PC MONITORING (SHIPPED LOOSE)		
I	1	3161091	TRANSFORMER GP		
I	1	GP1487	HIGH AMBIENT RAD 60 HZ		
I	1	GP1489	STD RADIATOR REMOVAL 60 HZ		
I	1	CA0866	LANGUAGE MARKINGS-ENGLISH		
I	1	3085838	FILM GP		
I	1	3571662	CERTIFICATION GP (EU)		
I	1	GC4731	IE TO PM CONVERSION 1400 FRAME		
I	1	GP0636	JW HEATER, 9kW, 240/227V		
I	1	GP0646	OVERSIZE BATTERY SET-24V		
I	1	GP0640	BATTERY REMOVAL		
I	1	GP1484	CSA-PWR CONN-CB ONLY		
I	1	3126117	CONNECTION GP		
I	1	OP1793	***GEN SET TEST CHG @ 0.8 PF**		
I	1	GP1491	HEAT SHIELD HIGH AMB RAD UL/CSA		
I	1	GC2726	RH 1600A-3p-UL 100% rated-LSI-P		
I	1	GC3589	STD 5000A LV BUS BAR REMOVAL		
I	1	GC3592	OPTIONAL 5000A LV BUS BAR		
I	1	GZ0695	BOTTOM CABLE ENTRY (WITH SHROUD) -RH		
I	1	3473237	SUPPORT GP-CABLE		
I	1	GC3457	R FRAME CIRCUIT BREAKER (3-POLE)		
N	1	OV8707	DTO - SPECIAL STAMPING 900EKW 60HZ		300.00
I	1	OV2319	SPECIAL STAMPING - 900EKW 480V 60HZ		
I	1	5N9620	SPECIAL VOLTAGE		
I	1	5N9597	VOLTAGE INDICATOR 480V, 60HZ		
I	1	OV2329	PRODUCTION CORRECTION		
I	1	3086431	SENSOR GP - MTG&		
I	1	OV2329	PRODUCTION CORRECTION		
I	1	3180666	DISPOSAL GP-FUME		

Total List Price		214,296.00
Standard Discount	30.00-%	64,288.80-
Tops Discount		0.00
Special Discount		27,858.48-
Subtotal		122,148.72
Total Net Price		760.00
Invoice Total	USD	122,908.72

J54-051
JA 00003891



Date/Doc.no.
08 December 2010 / 91178577

Page
4 of 4

PACK NO US/M	PACK TYPE GRS WT	NET WT	HEIGHT	WIDTH	LENGTH	CUBE
11218	SKID GEN & ENG					
M	7,575	7,575 KG	229	196	442 CM	19.76 M ³
U	16,700	16,700 LB	90	77	174 "	697.85 FT ³
11218	BOX LOOSE					
M	71	71 KG	66	76	94 CM	0.47 M ³
U	156	156 LB	26	30	37 "	16.70 FT ³
TOTAL						
M	7,646	7,646 KG				
U	16,856	16,856 LB				

Order #: 10249632
Order date: 08/25/2009 08:21
Status:
Shopping basket #: City of LV City Hall PGAG DTO 2
Description:
Customer: H070 CASHMAN EQUIPMENT COMPANY
Deliver to: CASHMAN EQUIPMENT COMPANY
3101 E CRAIG RD
NORTH LAS VEGAS 89127-1630 US

CATERPILLAR®

Delivery Type: Truck
Customer Message:
Payment Type: Invoice

Product Consist: PRICING INFORMATION

These prices are manufacturer suggested resale prices and are subject to change without notice. Shipment will usually be made from source of manufacture, or at factory discretion. Attachment prices are for attachments installed as original equipment unless otherwise specified.

Net price items are subject to no further discounts.

All prices are installed list prices unless otherwise specified.

SHIPMENT DATE SPECIFIC PRICING IS BEST FOUND THROUGH THE PSQ AND ISA QUOTING TOOLS.

AVAILABILITY

For product availability, go to Power Net at <https://engines.cat.com> Under the quick links, select Engine Availability Letters.

GLOSSARY OF TERMS

For product abbreviations, go to Power Net at <https://engines.cat.com> Under the quick links, select TMI Web. Once in TMI, select Abbreviations, listed under TMI Definitions.

DESIGN TO ORDER (DTO)

Orders requiring special engineering (referred to as DTO) will require additional process time. This time is over and above normal order processing or product availability.

Attachments listed in the price list are NOT interchangeable between sales models or applications. If attachments are required for a particular model or configuration but are not listed as compatible for this model in a specific price list, the order will require a DTO. This is true even when the same attachment or configuration has been ordered in the past.

A DTO will require an application and installation (A & I) marketing quote. For further information, contact the Application Support Center.

Requests for special ratings not listed in the Price List should also be sent to the Application Support Center. If the special rating is possible, it may also require a DTO and could require additional processing time if the appropriate details have not yet been established.

Please keep this information in mind when discussing or quoting approximate availability to your customers.

DTO quotes are typically valid for six (6) months. If the quote expires, regardless of whether it has been ordered or not, a new DTO quote will be required before an order can be placed.

DEALER SPECIFIC PRICING TERMS

To obtain the latest specific conditions from Caterpillar to individual Cat dealers, please use Engine Order Management Process (EOMP) quoting and order tools like ISA or PSQ. For questions or special requests, please contact your Caterpillar representative.

TECHNICAL PERFORMANCE DATA

Order #:
Customer:

10249632
H070

Technical performance data and engine rating information is available in Power Net at <https://engines.cat.com>. Under the quick links, select TMI Web. Once in TMI, select TMI Performance Definitions. To request dealer specific authorization, please follow links to Engine Order Management Process (EOMP) at Caterpillar Power Net (<https://engines.cat.com>). A CWS logon id is needed to access Power Net.

RATINGS GUIDE

The EPG Ratings Guide may be ordered through Media Logistics by calling +1 (800) 566-7782 or +1 (309) 266-0942. The current EPG Ratings Guide media number for Cat Generator Sets is LEXE7582-01 or LEXN7581-01 for Olympian Generator Sets. Current EPG ratings are also available by accessing the Electronic Media Center at <https://emc.cat.com> and on Power Net at <https://engines.cat.com>, select Electric Power then select References/Sales Tools.

AIR INLET SYSTEM

Air Cleaner, single element canister type with service indicator.

CONTROL SYSTEM

Control Panel

EMCP3 controls including:

- Emergency stop pushbutton.

EMCP3.1 controller including:

- 24-volt DC operation.
- Environmental sealed front face.
- Text alarm/event descriptions.
- Warning/shutdown with common LED indication of shutdowns with indicating lights for:
 - Low oil pressure.
 - High coolant temperature.
 - Overspeed.
 - Emergency stop.
 - Failure to start (overcrank).
 - Low coolant level.
- Generator mounted - rear facing.
- Controls:
 - Speed adjust.
 - Auto/start/stop control.
 - Engine cool-down timer.
 - Engine cycle crank.
 - Alarm acknowledge.
 - Lamp test.
- True RMS AC metering, 3-phase, +/-2% accuracy.
- Digital indication for:
 - RPM.
 - DC volts.
 - Operating hours.
 - Oil pressure (psi, kPa or bar).
 - Coolant temperature.
 - Volts (L-L & L-N), frequency (Hz).

Order #:
Customer:

10249632
H070

- Amps (per phase & average).
- 4 programmable digital inputs.
- 4 programmable digital outputs.

COOLING SYSTEM

See TMI for heat rejection, air flow, and ambient capability information.

ATAAC.

Radiator fan and fan drive.

Fan and belt guards.

Coolant drain line with valve.

Low coolant level sensor.

Caterpillar Extended Life Coolant.

EXHAUST SYSTEM

EXHAUST MANIFOLD - DRY - SINGLE - 8 in.

203 mm (8 in) ID round flanged outlet.

FUEL SYSTEM

Primary fuel filter with water separator.

Secondary fuel filters.

Fuel cooler.

Flexible fuel lines - shipped loose.

Fuel priming pump.

GENERATORS AND GENERATOR ATTACHMENTS

3 phase brushless, salient pole.

Internal excitation.

6 lead

Generator set packages include Caterpillar's Digital Voltage Regulator (CDVR).

CDVR includes reactive droop capability, 3-phase voltage sensing, KVAR/PF modes, RFI suppression, min/max exciter.

LV/MV:

Random wound

Internal Excitation

NEMA Class H insulation, Class H temperature rise at 40C ambient (125C prime/150C standby).

Reactive droop.

Bus bar connections, top center mounted, top cable entry.

60 Hz models: NEMA standard hole pattern.

50 Hz models: IEC standard hole pattern.

MV:

Form Wound

Permanent Magnet

Winding temperature detectors

NEMA Class H insulation, Class H temperature rise at 40C ambient (125C prime/150C standby).

Bus bar connections, right side extension box, bottom cable entry.

- 60 Hz models: NEMA standard hole pattern.

- 50 Hz models: IEC standard hole pattern

GOVERNING SYSTEM

AD6M(tm) A4

LITERATURE

English

Order #: 10249632
Customer: H070

LUBE SYSTEM

Lubricating oil.
Gear type lube oil pump.
Integral lube oil cooler.
Oil filter, filler and dipstick.
Oil drain lines and valve.
Fumes disposal.

MOUNTING SYSTEM

Rails - engine/generator/radiator mounting.
Rubber anti-vibration mounts (shipped loose).

STARTING/CHARGING SYSTEM

24-volt electric starting motor.
Battery, rack and cables.
Battery disconnect switch.

GENERAL

Paint: Caterpillar Yellow with high gloss black rails & radiator.
RH Service.
Flywheel and flywheel housing-SAE No. 0 with SAE No. 0 to 00 adapter.
SAE Standard Rotation.
50 HZ, 1500 RPM; 415 or 400 VOLT; 3 PHASE;
STANDBY, PRIME or CONTINUOUS

DTO Communication
Notes:

Need following options quoted: Need 900kW(E), smallest gen end possible but still 6 or 12 lead PMG, 130 Deg F Ambient capability, and outdoor weatherprotectiveenclosure with exhaust system. If available, we need a 90 degree turnscoop on radiator outlet to direct outlet air up, but we can add that locally if not available on factory enclosure. Please provide as LIST PRICE. Thank you.

Order details:

Item	Product	Qty	Unit	Description	A/I	LO	Total Price
100	C32 PGAG	1	EA	C32 EPG PKG GEN SET	I		208,827.00 USD
	Requested Delivery 01/05/2010 Date:						
	ESCNONE	1		No Extended Service Coverage	I		0.00
	MSEPGGN	1		GENERAL EPG	I		0.00
	MSCBC77	1		PUBLIC OR CIVIL SERVICES	I		0.00

Order #: 10249632
Customer: H070

Item	Product	Qty	Unit	Description	A/I	LO	Total Price
	MWCODEF	1		STANDBY POWER	I		0.00
	BTC2416	1		CHARGING ALTERNATOR- 45AMP	I		1387.00
	BATRM03	1		STANDARD BATTERY REMOVAL	I		1128.00-
	CERTSTA	1		STATIONARY APPLICATION USE	I		0.00
	RMA1E1B	1		CBK UL 3P 1600A 100% LSI-P	I		10570.00
	NOENCPL	1		NO ENCLOSURE LEFT (STANDARD)	I		0.00
	NOENCPR	1		NO ENCLOSURE RIGHT (STANDARD)	I		
	CUSTCNR	1		CUSTOMER CONNECTION MTG RH STD	I		0.00
	SHROUDE	1		BOTTOM CABLE ENTRY (SHROUD)	I		300.00
	CERTUSA	1		INSIDE US EPA LOCATIONS	I		0.00

Order #: 10249632
Customer: H070

Item	Product	Qty	Unit	Description	A/I	MO	Total Price
	C32DE28	1		C32, 60HZ, 1800RPM PGS 28	I		186482.00
	NGRDCNC	1		NEUTRAL GND CONNECTION C	I		230.00
	BUS146R	1		5000A LV BB REMOVAL (NEMA)1400	I		885.00-
	CT20006	1		CURRENT TRANSF., 2000:5 RATIO	I		0.00
	STANDBY	1		STANDBY POWER APPLICATION	I		0.00
	EMCP33.	1		EMCP 3.3 CONTROL PANEL	I		2400.00
	AUXPNLL	1		AUXILIARY PLATE MOUNTING - LH	I		0.00
	RSELWR1	1			I		60.00
	SPEDPTS	1		REMOTE SPEED ADJUST	S		
	UIPBHHS	1		CONTROL PANEL MOUNT REAR (STD)	I		0.00

Order #: 10249632
Customer: H070

Item	Product	Qty	Unit	Description	A/I	LO	Total Price
	ELSM248	1		HD ELEC START MOTOR DUAL 24V	I		1510.00
	JWHWP08	1		JWH WITH PUMP 208/240V	I		2296.00
	ANNNFPA	1		1ST LOCAL ANN NFPA 110/CSA282	I		760.00
	LANENGO	1		ENGLISH LANGUAGE OPTION	I		0.00
	LPCMONS	1		LOCAL PC MONITORING	S		
	PCB0013	1		CONNECTION GROUP PCB0013_I	I		1200.00
	CERTIFD	1		EPA & CARB NON-ROAD EMIS. CERT	I		0.00
	BUSCB14	1		BUS BAR CONNECTIONS- 1400 FRAME	I		910.00
	ANNUNSL	1		REMOTE ANN NFPA99/CSA282 (1)	S		
	KW01000	1		1000 EKW W/FAN	I		0.00

Order #: 10249632
Customer: H070

Item	Product	Qty	Unit	Description	A/I	LO	Total Price
	BAT2416	1		OVERSIZE BATTERY SET - 24 V	I		1485.00
	TRSGEN7	1		PGS TEST REPORT @ 0.8 PF	I		300.00
	TSECSA4	1		CSA TEST AND CERTIFICATION	I		0.00
	NONULL	1		NON UL 2200 LISTED PKG GEN SET	I		0.00
	60H0480	1		60HZ 480 VOLTS I	I		0.00
200	0V8707	1	EA	DTO - C32 WEATHER PROTECTIVE ENCLOSURE	N		0.00 USD
				Requested Delivery Date:		12/29/2009	
300	0V2319	1	EA	*NEW* C32 BASE I MOUNTED, WP ENCLOSURE	I		46,081.00 USD
				Requested Delivery Date:		12/29/2009	
400	0V2319	1	EA	*NEW* ENCLOSURE COOLING UPGRADE	I		0.00 USD
				Requested Delivery Date:		12/29/2009	

Order #:
Customer:

10249632
H070

Sum of List Price:	208,827.00 USD
Area Discount:	62,648.10-USD
Sum of Net Prices:	46,381.00 USD
Special Discount:	0.00 USD
SurCharge:	0.00 USD
Total Amount:	192,559.90 USD

29% discount

$$\begin{array}{r} 208,827 \\ \times .71 \\ \hline 148,267.17 \\ + 46,381 \\ \hline 194,648.17 \end{array}$$

Quote Number: KDL00011-01, Configuration 01, DTO Number: 0010296949

Price Effective Date: 01/01/2010
Model Update Date: 08/12/2010 12:15:23 PM
Pricing Date: 12/21/2010

Print Date: 09/16/2010 8:55:05 AM

Sales Person: Keith D Lozeau
Dealer Engineer:
Consulting Engineer:
Project Name: LV City Hall Final DTO
Project Number:
Project Location: LV
Created Date: 08/12/2010
Expiration Date: 10/11/2010
Sent Date:
Status: Project Specific - Quoted

Customer: MOJAVE ELECTRIC
Number: 101381
Attn:
Address: 3765 W HACIENDA AVE
City/State:
Postal Code:
Country:
Phone:
Fax:

Caterpillar Components Features

Feature Code	Qty	Description	Unit Price	Currency	Weight	L/N	A/I	Total Price
CERTIFD_J	1	EPA & CARB NON-ROAD EMIS. CERT	0	USD	0	L		0
CERTSTA_J	1	STATIONARY APPLICATION USE	0	USD	0	L		0
CERTUSA_J	1	INSIDE US EPA LOCATIONS	0	USD	0	L		0
ULLIST_I	1	UL 2200 LISTED PACKAGE GEN SET	160	USD	0	N		160
60H0480_J	1	60HZ 480 VOLTS	0	USD	0	L		0
STANDBY_J	1	STANDBY POWER APPLICATION	0	USD	0	L		0
ESNONE_J	1	No Extended Service Coverage	0	USD	0	L		0
KW01000_I	1	1000 EKW W/FAN	0	USD	0	L		0
EMCP33_J	1	EMCP 3.3 CONTROL PANEL	2400	USD	0	L		2400
32DE28_I	1	C32, 60HZ, 1800RPM PGS 28	190212	USD	0	L		190212
MSEPGGN_J	1	GENERAL EPG (non-enclosed)	0	USD	0	N		0
MSCEC77_J	1	PUBLIC OR CIVIL SERVICES	0	USD	0	N		0
MWCODEF_J	1	STANDBY POWER	0	USD	0	L		0
GEN125_J	1	125 DEG GENERATOR TEMP RISE	0	USD	0	N		0
UIPBLHS_I	1	CONTROL PANEL MOUNTING - LH	0	USD	0	L		0
CUSTCNR_J	1	CUSTOMER CONNECTION MTG RH STD	0	USD	0	L		0
AUXPNLB_J	1	AUXILIARY PLATE MOUNTING -REAR	0	USD	0	L		0
SPEDPTS_S	1	REMOTE SPEED ADJUST	270	USD	0	L		270
RSELWR1_J	1	RAISE/LOWER SWITCH	79	USD	0	L		79
ANNNFPA_J	1	1ST LOCAL ANN NFPA 110/CSA282	760	USD	0	L		760
ANNUNSL_S	1	REMOTE ANN NFPA99/CSA282 (1)	760	USD	0	L		760
LPCMONS_S	1	LOCAL PC MONITORING	193	USD	0	L		193
CT20006_I	1	CURRENT TRANSF., 2000:5 RATIO	0	USD	0	L		0
RADHA00_J	1	RAD HIGH AMBIENT 60HZ AB27.5	16005	USD	0	L		16005
RADRM88_J	1	RADIATOR REMOVAL - 60HZ	0	USD	0	L		0
LANENGO_J	1	ENGLISH LANGUAGE OPTION	0	USD	0	N		0
GENCON3_J	1	GENERATOR CONVERSION-IE & PM	1780	USD	0	L		1780
BAT2416_J	1	OVERSIZE BATTERY SET - 24 V	1485	USD	0	L		1485
BATRM03_J	1	STANDARD BATTERY REMOVAL	-1128	USD	0	L		-1128
JWHWP08_J	1	JWH WITH PUMP 208/240V	2296	USD	0	L		2296
TSQSA4_J	1	CSA TEST AND CERTIFICATION	0	USD	0	N		0
TRSGEN7_J	1	PGS TEST REPORT @ 0.0 PF	300	USD	0	N		300
NOENCPB_J	1	NO ENCLOSURE REAR (STANDARD)	0	USD	0	L		0
RMA1E1L_J	1	CBK UL 3P 1600A 100% LSI-P	9091	USD	0	L		9091
NOENCPR_J	1	NO ENCLOSURE RIGHT (STANDARD)	0	USD	0	L		0
SHROUDL_J	1	BOTTOM CABLE ENTRY (SHROUD)	250	USD	0	L		250
SUPCBL1_J	1	SUPPORT GROUP	0	USD	0	L		0
NGRDCNC_J	1	NEUTRAL GND CONNECTION C	230	USD	0	L		230
BUSCB14_J	1	BUS BAR CONNECTIONS-1400 FRAME	910	USD	0	L		910
BUS146R_J	1	5000A LV 8B REMOVAL (NEMA)1400	-885	USD	0	L		-885
PCLH013_J	1	CONNECTION GROUP PCLH013_J	1780	USD	0	L		1780
NOEUCRT_J	1	NO EURO DIRECTIVE REQUIRED	0	USD	0	L		0
ITSHLD3_J	1	GRD & SHLD UL/CSA HI AMBIENT	1532	USD	0	L		1532

USD List Total: 226020

USD Net Total: 460

Part Number	Qty	Description	Unit Price	Currency	Weight	L/N	A/I	Total Price
0V8707	1	OTO - SPECIAL STAMPING 900EKW 60HZ 480	300	USD	0	N	N	300
0V2349	1	SPECIAL STAMPING - 900EKW 480V 60HZ	0		0		I	

Part Number	Qty	Description	Unit Price	Currency	Weight	L/N	A/I	Total Price
332 PGAG	1	C32 EPG PKG GEN SET	0		0			
GP1431	1	C32 SR5 60HZ TIER 2 1000/910/830	0		0			
3367602	1	GENERAL ARRANGEMENT	0		0			
3367659	1	C32 DITTA ENG AR-BASIC	0		0			
3002236	1	GENERATOR AR - POWER	0		0			
PP6050	1	1502 BHP 1000 GEN KW WOF 60 HZ Standby	0		0			
9Y8156	1	NOTE - STAMP FOR STANDBY POWER	0		0			
LE0222	1	UL-2200 FOR ALL 3500	0		0			
5N9597	1	VOLTAGE INDICATOR 480V, 60HZ	0		0			
GZ0699	1	EMCP3.3 COMMON ENGINE INTERFACE	0		0			
0V1066	1	END USE: GENERAL EPG	0		0			
GC2930	1	Control Panel Mounting EUI-LH	0		0			
GC2938	1	Auxiliary Plate Mounting - REAR	0		0			
GC2994	1	Remote Speed Adjust (Shipped Loose)	0		0			
GC2995	1	Raise/Lower Switch	0		0			
GC2959	1	NFPA 99-110/CSA 282	0		0			
GC2984	1	NFPA 99-110/CSA 282	0		0			
GC3243	1	LOCAL PC MONITORING (SHIPPED LOOSE)	0		0			
3161091	1	TRANSFORMER GP	0		0			
GP1487	1	HIGH AMBIENT RAD 60 HZ	0		0			
GP1489	1	STD RADIATOR REMOVAL 60 HZ	0		0			
CA0866	1	LANGUAGE MARKINGS-ENGLISH	0		0			
3086838	1	FILM GP	0		0			
3571662	1	CERTIFICATION GP (EU)	0		0			
GC4731	1	IE TO PM CONVERSION 1400 FRAME	0		0			
GP0636	1	JW HEATER, 9KW, 240/227V	0		0			
GP0646	1	OVERSIZE BATTERY SET-24V	0		0			
GP0640	1	BATTERY REMOVAL	0		0			
GP1484	1	CSA-PWR CONN-CB ONLY	0		0			
3126117	1	CONNECTION GP	0		0			
0P1793	1	***GEN SET TEST CHG @ 0.8 PF**	0		0			
GP1491	1	HEAT SHIELD HIGH AMB RAD UL/CSA	0		0			
GC2850	1	LH 1600A- 3p- UL 100% rated- LSI-P	0		0			
IC3589	1	STD 6000A LV BUS BAR REMOVAL	0		0			
GC3692	1	OPTIONAL 6000A LV BUS BAR	0		0			
GZ0896	1	BOTTOM CABLE ENTRY (WITH SHROUD)-LH	0		0			
3473237	1	SUPPORT GP-CABLE	0		0			

Caterpillar USD List Subtotal: 228020

Caterpillar USD Net Subtotal: 760

USD List Project Total: 228020

USD Net Project Total: 760

Cost and Profit Summary: KDL00011 - 01
Configuration 01

Factory Net Price

Price Effective Date: 01/01/2010

USD

Total Configuration List Price	228,020.00
Additional Attachments List Price	228,020.00
% Escalation	60,426.80
% Discount	28.60

Dealer Net Price: 187,694.70

Add'l Discounts (% List Price w/o Escalation)			
Discount Type	Requested (%)	Requested (\$)	Approved (\$)
Rebate			
	13.00		20642.80

Total Discounts (\$)
\$20,642.80

Adjusted Net Price

\$137,052.10

Net Items:

760.00

CAT Freight:

Freight:

Inland	
Port	
Ocean	
Other	
User Defined	
User Defined	

Other:

Est. Total CAT Weight:

Est. Total Non-CAT Weight:

Est. Total Gross Weight:

Weight Adjustment:

Est. Total Weight:

OSUO and Accommodation Package:

Factory Net Price Total

138,712.10

Local Cost Summary

Exchange Rate (Local/USD)	1.000000000
Local Net Price	138,712.10
Freight Inland	5,000.00
Local:	
User Defined	
User Defined	
Local Duty Percent	
Local Tax Percent	
Local Components:	
Local Attachments	(User Defined)
Local Attachment Costs:	(From Local Use/Exchange Rates Tab)
Total Labor Cost:	

Dealer Components:

Parts	100,000.00	(User Defined)
Engineering		
Parts		

Dealer Packaging & Setup

Dealer Labor: 10,000.00 (User Defined)

Other Job Costs:

User Defined	
User Defined	
User Defined	

Quote Level Attachments

TOTAL NON-CAT 118,896.00

TOTAL PROJECT COST

263,712.10

Determine price based on:

GROSS PROFIT PERCENT

As Approved

As Requested

5.00 5.00

Exchange Rate Used:

1.000000000 *Default

End Customer Sell Price:

267,065.87

End Customer Currency:

USD

SYSTEM GENERATED QUOTATION PRICE

System Generated Gross Profit

System Generated % Gross Profit

267,065.37

13,353.27

5.00

267,085.37

13,353.27

5.00



20 October 2010 - 11:59:49 US CST

Order

Dealer / Office	P.O. # 10-082
EMPIRE MACHINERY 1725 S COUNTRY CLUB DR MESA AZ 85062-2985	Order No / ESO / Rec'd Date 620199 / FFZKJ / 12 August 2010 Quotation# / Date 10295949 / 11 August 2010 Buyer# H160 Subsidiary Cat U.S. EPD Payment Terms Y020 : AZZMB Net due Fri following 13th day aft Inv. Dt. Requested RTS Date 17 December 2010 Start On Line Date 02 December 2010 Estimated RTS Date 13 December 2010 Revised RTS Date 10 December 2010 Transportation Mode Truck Plant LE / Griffin, GA Inland Carrier 10336 / RML TRANSPORT Order Type YOOR CAT Standard Order DO Indicator(Sales Gp) C Customer DFA / Flex Contract reference DFAH16010
Ship-To Address	
CASHMAN EQUIPMENT COMPANY 3300 SAINT ROSE PKWY HENDERSON NV 89062-3985 USA	
Notify / Address	
Consignee / Address	
Forwarder / Address	
End Customer / Address	
New Ship-to Address USA	
Account Coordinator	Seller
Rutledge Randy	Caterpillar, Inc. Engine Division 100 NE Adams Street PEORIA IL 61629 USA

Important: This acknowledges buyer's order as shown hereon. Payment Terms set forth hereon are subject to change in seller's discretion. Acceptance of order is subject to the buyer's assent to the terms and conditions set forth hereon and (I) a separate signed agreement(s) between seller and buyer applicable hereto, or (II) if no such agreement(s) exists, seller's standard terms and conditions of sale, a copy of which has previously been provided to the buyer. Please verify against order submitted and notify seller of any discrepancy.

J54-065
JA 0003905

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 86062-2985
USA

Doc. no./Date
620199 / 12 August 2010

Page
2

Net Price: 122,908.72 USD

Est. Shipping Weight 16,100 LB

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
------	----	-----	----------	-------------	-----	------------	-----------

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85082-2985
USA

Doc. no./Date
620199 / 12 August 2010

Page
3

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
100	I	1	C32 PGAG	C32 EPG PKG GEN SET			
	I	1	60H0480_I	60HZ 480 VOLTS		V/I	
	I	1	ANNNFPA_I	1ST LOCAL ANN NFPA 110/CSA282		760.00	
	S	1	ANNUNSL_S	REMOTE ANN NFPA99/CSA282 (1)		760.00	
	I	1	AUXPNLB_I	AUXILIARY PLATE MOUNTING -REAR		V/I	
	I	1	BAT2416_I	OVERSIZE BATTERY SET - 24 V		1,485.00	
	I	1	BATRM03_I	STANDARD BATTERY REMOVAL		1,128.00-	
	I	1	BUS146R_I	5000A LV BB REMOVAL (NEMA)1400		885.00-	
	I	1	BUSCB14_I	BUS BAR CONNECTIONS-1400 FRAME		910.00	
	I	1	C32DE28_I	C32, 60HZ, 1800RPM PGS 28		190,212.00	
	I	1	CERTESE_I	EPA Emergency Stationary Only		V/I	
	I	1	CT20006_I	CURRENT TRANSF., 2000:5 RATIO		V/I	
	I	1	CUSTCNL_I	CUSTOMER CONNECTION MTG - LH		V/I	
	I	1	EMCP33_I	EMCP 3.3 CONTROL PANEL		2,400.00	
	I	1	ESCNONE_I	No Extended Service Coverage		V/I	
	I	1	GENCON3_I	GENERATOR CONVERSION-IE & PM		1,780.00	
	I	1	HTSHLD3_I	GRD & SHLD UL/CSA HI AMBIENT		1,532.00	
	I	1	JWHWP08_I	JWH WITH PUMP 208/240V		2,296.00	
	I	1	KW01000_I	1000 EKW W/FAN		V/I	
	S	1	LPCMONS_S	LOCAL PC MONITORING		193.00	
	I	1	MWCODEF_I	STANDBY POWER		V/I	
	I	1	NGRDCNC_I	NEUTRAL GND CONNECTION C		230.00	
	I	1	NOENCPB_I	NO ENCLOSURE REAR (STANDARD)		V/I	
	I	1	NOENCPL_I	NO ENCLOSURE LEFT (STANDARD)		V/I	
	I	1	NOEUCRT_I	NO EURO DIRECTIVE REQUIRED		V/I	
	I	1	PCR0013_I	CONNECTION GROUP PCR0013_I		1,780.00	
	I	1	RADHA00_I	RAD HIGH AMBIENT 60HZ AB27.5		16,005.00	
	I	1	RADRM88_I	RADIATOR REMOVAL - 60HZ		13,724.00-	
	I	1	RMA1E1R_I	CBK UL 3P 1600A 100% LSI-P		9,091.00	
	I	1	RSELWR1_I	RAISE/LOWER SWITCH		79.00	
	I	1	SHROUDR_I	BOTTOM CABLE ENTRY (SHROUD)		250.00	
	S	1	SPEDPTS_S	REMOTE SPEED ADJUST		270.00	
	I	1	STANDBY_I	STANDBY POWER APPLICATION		V/I	
	I	1	SUPCBL1_I	SUPPORT GROUP		V/I	
	I	1	UIPBRHS_I	CONTROL PANEL MOUNTING - RH		V/I	
	I	1	GENT125_I	125 DEG GENERATOR TEMP RISE			V/I
	I	1	LANENGO_I	ENGLISH LANGUAGE OPTION			V/I
	I	1	ULLIST_I	UL 2200 LISTED PACKAGE GEN SET			160.00
	I	1	MSCEC77_I	PUBLIC OR CIVIL SERVICES			V/I

**Dealer / Office**

EMPIRE MACHINERY
1726 S COUNTRY CLUB DR
MESA AZ 85062-2985
USA

Doc. no./Date
620199 / 12 August 2010

Page
4

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
		1	MSEPGGN_I	GENERAL EPG (non-enclosed)			V/I
		1	MWCODEF_I	STANDBY POWER			V/I
		1	TRSGEN7_I	PGS TEST REPORT @ 0.8 PF		300.00	
		1	TSPCSA4_I	CSA TEST AND CERTIFICATION			V/I
101		1	GP1431	C32 SR5 60HZ TIER 2 1000/910/830			
102		1	3367602	GENERAL ARRANGEMENT			
103		1	3367659	C32 DITTA ENG AR-BASIC			
104		1	3002236	GENERATOR AR - POWER			
105		1	PP6050	1502 BHP 1000 GEN KW WOF 60 HZ Standby			
106		1	9Y8156	NOTE - STAMP FOR STANDBY POWER			
107		1	3662120	CERTIFICATION - EMERGENCY STBY			
108		1	LE0222	UL-2200 FOR ALL 3500			
109		1	5N9597	VOLTAGE INDICATOR 480V, 60HZ			
110		1	GZ0699	EMCP3.3 COMMON ENGINE INTERFACE			
111		1	OV1065	END USE: GENERAL EPG			
112		1	GC2929	Control Panel Mounting EUI-RH			
113		1	GC2933	CUSTOMER CONNECTION			
114		1	GC2938	Auxiliary Plate Mounting - REAR			
115		1	GC2994	Remote Speed Adjust (Shipped Loose)			
116		1	GC2995	Raise/Lower Switch			
117		1	GC2959	NFPA 99-110/CSA 282			
118		1	GC2964	NFPA 99-110/CSA 282			
119		1	GC3243	LOCAL PC MONITORING (SHIPPED LOOSE)			
120		1	3161091	TRANSFORMER GP			
121		1	GP1487	HIGH AMBIENT RAD 60 HZ			
122		1	GP1489	STD RADIATOR REMOVAL 60 HZ			
123		1	CA0866	LANGUAGE MARKINGS-ENGLISH			
124		1	3085838	FILM GP			
125		1	3571662	CERTIFICATION GP (EU)			
126		1	GC4731	IE TO PM CONVERSION 1400 FRAME			
127		1	GP0636	JW HEATER, 9KW, 240/227V			
128		1	GP0646	OVERSIZE BATTERY SET-24V			
129		1	GP0640	BATTERY REMOVAL			
130		1	GP1484	CSA-PWR CONN-CB ONLY			
131		1	3126117	CONNECTION GP			
132		1	0P1793	***GEN SET TEST CHG @ 0.8 PF**			
133		1	GP1491	HEAT SHIELD HIGH AMB RAD UL/CSA			
134		1	GC2726	RH 1500A-3p-UL 100% rated-LSI-P			
5		1	GC3589	STD 5000A LV BUS BAR REMOVAL			
136		1	GC3592	OPTIONAL 5000A LV BUS BAR			

**Dealer / Office**

EMPIRE MACHINERY
1726 S COUNTRY CLUB DR
MESA AZ 85062-2985
USA

Doc. no./Date
020199 / 12 August 2010

Page
6

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
------	----	-----	----------	-------------	-----	------------	-----------

137	I	1	GZ0695	BOTTOM CABLE ENTRY (WITH SHROUD)-RH			
138	I	1	3473237	SUPPORT GP-CABLE			
139	I	1	GC3457	R FRAME CIRCUIT BREAKER (3-POLE)			
200	N	1	0V8707	DTO - SPECIAL STAMPING 900EKW 60HZ 480			300.00

Provides a C32 generator rated at 480V, 900KW Standby shown on the rating plate

300	I	1	0V2319	SPECIAL STAMPING - 900EKW 480V 60HZ			
-----	---	---	--------	-------------------------------------	--	--	--

ENGINEERING NOTE:

SPECIAL STAMPING--per customer request please stamp the package per this customer request:

Nameplate Data to depict Generator Set Rated at 900EKW Standby, 480-Volts, 3-Phase, 60 Hz, 1800 rpm

With the following configuration:

MARKET SEGMENT
SUB MARKET CODE
MARKET WORK CODE
EXTENDED SERVICE COVERAGE
PACKAGE GEN SET
UL LISTING
VOLTAGE
DUTY TYPE
RATING
EMCP CONTROL PANEL
CONFIGURATION
LANGUAGE OPTIONS
COOLING SYSTEM
EXHAUST SYSTEM OPTIONS
STARTING SYSTEM
JACKET WATER HEATERS
GENERATOR ATTACHMENTS
EEC CERTIFICATIONS
EMCP 3 PANEL LOCATION
CURRENT TRANSFORMERS
CIRCUIT BREAKER RIGHT HAND
CIRCUIT BREAKER LEFT HAND
CIRCUIT BREAKER REAR
CABLE ENTRY RIGHT SIDE
CUSTOMER CONNECTION LOCATION
ADDL EMCP 3 ATTACHMENTS
ADDL EMCP 3 ATTACHMENTS
ANNUNCIATOR MODULES
REMOTE ANNUNC MODULES (ADDL)
MODBUS MONITORING PACKAGES

GENERAL EPG (non-enclosed)
PUBLIC OR CIVIL SERVICES
STANDBY POWER
No Extended Service Coverage
EPA Emergency Stationary Only
UL 2200 LISTED PACKAGE GEN SET
60HZ 480 VOLTS
STANDBY POWER APPLICATION
1000 EKW W/FAN
EMCP 3.3 CONTROL PANEL
C32, 60HZ, 1800RPM PGS 28
ENGLISH LANGUAGE OPTION
RAD HIGH AMBIENT 60HZ AB27.5
GRD & SHLD UL/CSA HI AMBIENT
OVERSIZE BATTERY SET - 24 V
JWH WITH PUMP 208/240V
GENERATOR CONVERSION-IE & PM
NO EURO DIRECTIVE REQUIRED
CONTROL PANEL MOUNTING - RH
CURRENT TRANSF., 2000:5 RATIO
CBK UL 3P 1600A 100% LSI-P
NO ENCLOSURE LEFT (STANDARD)
NO ENCLOSURE REAR (STANDARD)
BOTTOM CABLE ENTRY (SHROUD)
CUSTOMER CONNECTION MTG - LH
RAISE/LOWER SWITCH
REMOTE SPEED ADJUST
1ST LOCAL ANN NFPA 110/CSA282
REMOTE ANN NFPA99/CSA282 (1)
LOCAL PC MONITORING

**Dealer / Office**

EMPIRE MACHINERY
1728 S COUNTRY CLUB DR
MESA AZ 86082-2985
USA

Doc. no./Date
620199 / 12 August 2010

Page
6

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
			CENTER POST BUS BAR REMOVAL SPECIAL TESTS OR REPORTS GROUNDING CONNECTIONS REAR EMCP 3 CONTROL PANEL OPTIONS POWER TERMINATION EQUIPMENT ADDITIONAL TESTS OR REPORTS POWER CONNECTION - RH GENERATOR TEMPERATURE RISE POWER CONNECTION SUPPORT RADIATOR REMOVALS BATTERY OPTIONS	5000A LV BB REMOVAL (NEMA)1400 CSA TEST AND CERTIFICATION NEUTRAL GND CONNECTION C AUXILIARY PLATE MOUNTING -REAR BUS BAR CONNECTIONS-1400 FRAME PGS TEST REPORT @ 0.8 PF CONNECTION GROUP PCR0013_I 125 DEG GENERATOR TEMP RISE SUPPORT GROUP RADIATOR REMOVAL - 60HZ STANDARD BATTERY REMOVAL			

al List Price		214,296.00
Standard Discount	30.00-%	64,288.80-
Special Discount		27,868.48-
Tops Discount		0.00
VAT		0.00
Subtotal		122,148.72
Total Net Price		760.00
Total	USD	122,908.72

Standard Notes:**Dealer Request Notes:****NOTES AND SPECIAL INSTRUCTIONS:**

please add PSD07 discount to order

COMPLETE CUSTOMER NAME AND ADDRESS:

MOJAVE ELECTRIC
3755 W HACIENDA AVE

Port Marks:

DATE = 20 October 2010 **END OF DOCUMENT 620199 ** TIME = 11:59:49



30 September 2010 - 17:31:27 US CST

Order

Dealer / Office EMPIRE MACHINERY 1725 S COUNTRY CLUB DR MESA AZ 85062-2985	P.O. # 10-081 Order No / ESO / Rec'd Date 620196 / FFZKH / 12 August 2010 Quotation# / Date 10295949 / 11 August 2010 Buyer# H180 Subsidiary Cat U.S. EPD Payment Terms Y020 : AZZMB Net due Fri following 13th day aft Inv. Dt. Requested RTS Date 17 December 2010 Start On Line Date 03 December 2010 Estimated RTS Date 13 December 2010 Revised RTS Date 17 December 2010 Transportation Mode Truck Plant LE / Griffin, GA Inland Carrier 10335 / RML TRANSPORT Order Type YOOR CAT Standard Order DO Indicator(Sales Gp) C Customer DFA / Flex Contract reference DFAH16010
Ship-To Address CASHMAN EQUIPMENT COMPANY 3300 SAINT ROSE PKWY HENDERSON NV 89052-3935 USA	
Notify / Address	
Consignee / Address	
Forwarder / Address	
End Customer / Address New Ship-to Address USA	
Account Coordinator Rulledge Randy	Seller Caterpillar, Inc. Engine Division 100 NE Adams Street PEORIA IL 61629 USA

Important: This acknowledges buyer's order as shown hereon. Payment Terms set forth hereon are subject to change in seller's discretion. Acceptance of this order is subject to the buyer's assent to the terms and conditions set forth hereon and (I) a separate signed agreement(s) between seller and buyer applicable hereto, or (II) if no such agreement(s) exists, seller's standard terms and conditions of sale, a copy of which has previously been provided to the buyer. Please verify against order submitted and notify seller of any discrepancy.

J54-071
JA 0003311

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85082-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
2

Net Price: 100,106.72 USD

Est. Shipping Weight 16,200 LB

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
------	----	-----	----------	-------------	-----	------------	-----------



Dealer / Office

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85002-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
3

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
100		1	C32 PGAG	C32 EPG PKG GEN SET			
		1	60H0480_I	60HZ 480 VOLTS		V/I	
		1	ANNNFPA_I	1ST LOCAL ANN NFPA 110/CSA282		760.00	
	S	1	ANNUNSL_S	REMOTE ANN NFPA99/CSA282 (1)		760.00	
		1	AUXPNLB_I	AUXILIARY PLATE MOUNTING -REAR		V/I	
		1	BAT2416_I	OVERSIZE BATTERY SET - 24 V		1,485.00	
		1	BATRM03_I	STANDARD BATTERY REMOVAL		1,128.00-	
		1	BUS146R_I	5000A LV BB REMOVAL (NEMA)1400		885.00-	
		1	BUSCB14_I	BUS BAR CONNECTIONS-1400 FRAME		910.00	
		1	C32DE28_I	C32, 60HZ, 1800RPM PGS 28		190,212.00	
		1	CERTIFD_I	**OLD** EPA/CARB EMIS CERT		V/I	
		1	CERTSTA_I	**OLD**STATIONARY APP USE		V/I	
		1	CERTUSA_I	**OLD**INSIDE US EPA LOCATIONS		V/I	
		1	CT20006_I	CURRENT TRANSF., 2000:5 RATIO		V/I	
		1	CUSTCNR_I	CUSTOMER CONNECTION MTG RH STD		V/I	
		1	EMCP33_I	EMCP 3.3 CONTROL PANEL		2,400.00	
		1	ESNONE_I	No Exlended Service Coverage		V/I	
		1	GENCON3_I	GENERATOR CONVERSION-IE & PM		1,780.00	
		1	HTSHLD3_I	GRD & SHLD UL/CSA HI AMBIENT		1,532.00	
		1	JWHWP08_I	JWH WITH PUMP 208/240V		2,296.00	
		1	KW01000_I	1000 EKW W/FAN		V/I	
	S	1	LPCMONS_S	LOCAL PC MONITORING		193.00	
		1	MWCODEF_I	STANDBY POWER		V/I	
		1	NGRDCNC_I	NEUTRAL GND CONNECTION C		230.00	
		1	NOENCPB_I	NO ENCLOSURE REAR (STANDARD)		V/I	
		1	NOENCPR_I	NO ENCLOSURE RIGHT (STANDARD)		V/I	
		1	NOEUCRT_I	NO EURO DIRECTIVE REQUIRED		V/I	
		1	PCLH013_I	CONNECTION GROUP PCLH013_I		1,780.00	
		1	RADHA00_I	RAD HIGH AMBIENT 60HZ AB27.5		16,005.00	
		1	RADRM88_I	RADIATOR REMOVAL - 60HZ		13,724.00-	
		1	RMA1E1L_I	CBK UL 3P 1600A 100% LSI-P		9,091.00	
		1	RSELWR1_I	RAISE/LOWER SWITCH		79.00	
		1	SHROUDL_I	BOTTOM CABLE ENTRY (SHROUD)		250.00	
	S	1	SPEDPTS_S	REMOTE SPEED ADJUST		270.00	
		1	STANDBY_I	STANDBY POWER APPLICATION		V/I	
		1	SUPCBL1_I	SUPPORT GROUP		V/I	
		1	UIPBLHS_I	CONTROL PANEL MOUNTING - LH		V/I	
		1	GENT125_I	125 DEG GENERATOR TEMP RISE			V/I
		1	LANENGO_I	ENGLISH LANGUAGE OPTION			V/I

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85082-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
4

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
		1	ULLIST_I	UL 2200 LISTED PACKAGE GEN SET		160.00	
		1	MSCEG77_I	PUBLIC OR CIVIL SERVICES		VII	
		1	MSEPGGN_I	GENERAL EPG (non-enclosed)		VII	
		1	MWCODEF_I	STANDBY POWER		VII	
		1	TRSGEN7_I	PGS TEST REPORT @ 0.8 PF		300.00	
		1	TSPOSA4_I	CSA TEST AND CERTIFICATION		VII	
101		1	GP1431	C32 SR5 60HZ TIER 2 1000/910/830			
102		1	3367602	GENERAL ARRANGEMENT			
103		1	3367659	C32 DITTA ENG AR-BASIC			
104		1	3002236	GENERATOR AR - POWER			
105		1	PP6050	1502 BHP 1000 GEN KW WOF 60 HZ Standby			
106		1	9Y8156	NOTE - STAMP FOR STANDBY POWER			
107		1	LE0222	UL-2200 FOR ALL 3500			
108		1	5N9597	VOLTAGE INDICATOR 480V, 60HZ			
109		1	GZ0699	EMCP3.3 COMMON ENGINE INTERFACE			
110		1	0V1065	END USE: GENERAL EPG			
111		1	GC2930	Control Panel Mounting EUI-LH			
112		1	GC2938	Auxiliary Plate Mounting - REAR			
113		1	GC2994	Remote Speed Adjust (Shipped Loose)			
114		1	GC2995	Raise/Lower Switch			
115		1	GC2959	NFPA 99-110/CSA 282			
116		1	GC2964	NFPA 99-110/CSA 282			
117		1	GC3243	LOCAL PC MONITORING (SHIPPED LOOSE)			
118		1	3161091	TRANSFORMER GP			
119		1	GP1487	HIGH AMBIENT RAD 60 HZ			
120		1	GP1489	STD RADIATOR REMOVAL 60 HZ			
121		1	CA0866	LANGUAGE MARKINGS-ENGLISH			
122		1	3085838	FILM GP			
123		1	3571662	CERTIFICATION GP (EU)			
124		1	GC4731	IE TO PM CONVERSION 1400 FRAME			
125		1	GP0636	JW HEATER, 9kW, 240/227V			
126		1	GP0646	OVERSIZE BATTERY SET-24V			
127		1	GP0640	BATTERY REMOVAL			
128		1	GP1484	CSA-PWR CONN-CB ONLY			
129		1	3126117	CONNECTION GP			
130		1	0P1793	***GEN SET TEST CHG @ 0.8 PF**			
131		1	GP1491	HEAT SHIELD HIGH AMB RAD UL/CSA			
132		1	GC2850	LH 1600A- 3p- UL 100% rated- LSI-P			
133		1	GC3589	STD 5000A LV BUS BAR REMOVAL			
134		1	GC3592	OPTIONAL 5000A LV BUS BAR			

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85062-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
5

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
135	I	1	GZ0696	BOTTOM CABLE ENTRY (WITH SHROUD)-LH			
136	I	1	3473237	SUPPORT GP-CABLE			
137	I	1	GC3458	R FRAME CIRCUIT BREAKER (3-POLE)			
200	N	1	0V8707	DTO - SPECIAL STAMPING 900EKW 60HZ 480			300.00
Provides a C32 generator rated at 480V, 900KW Standby shown on the rating plate							
300	I	1	0V2319	SPECIAL STAMPING - 900EKW 480V 60HZ			
ENGINEERING NOTE:							
SPECIAL STAMPING--per customer request please stamp the package per this customer request:							
Nameplate Data to depict Generator Set Rated at 900EKW Standby, 480-Volts, 3-Phase, 60 Hz, 1800 rpm							
301	I	1	5N9628	SPECIAL VOLTAGE			
302	I	1	5N9597	VOLTAGE INDICATOR 480V, 60HZ	L		
30	I	1	0V2329	PRODUCTION CORRECTION			
301	I	1	3086431	SENSOR GP - MTG&			

With the following configuration:

MARKET SEGMENT	GENERAL EPG (non-enclosed)
SUB MARKET CODE	PUBLIC OR CIVIL SERVICES
MARKET WORK CODE	STANDBY POWER
AUTHORIZED APPROVAL NUMBER	MPE3871
EXTENDED SERVICE COVERAGE	No Extended Service Coverage
PACKAGE GEN SET	**OLD** EPA/CARB EMIS CERT
CERTIFIED APPLICATION	**OLD**STATIONARY APP USE
CERTIFICATION EMISSION LOC	**OLD**INSIDE US EPA LOCATIONS
UL LISTING	UL 2200 LISTED PACKAGE GEN SET
VOLTAGE	60HZ 480 VOLTS
DUTY TYPE	STANDBY POWER APPLICATION
RATING	1000 EKW W/FAN
EMCP CONTROL PANEL	EMCP 3.3 CONTROL PANEL
CONFIGURATION	C32, 60HZ, 1800RPM PGS 28
LANGUAGE OPTIONS	ENGLISH LANGUAGE OPTION
COOLING SYSTEM	RAD HIGH AMBIENT 60HZ AB27.5
EXHAUST SYSTEM OPTIONS	GRD & SHLD UL/CSA HI AMBIENT
STARTING SYSTEM	OVERSIZE BATTERY SET - 24 V
JACKET WATER HEATERS	JWH WITH PUMP 208/240V
GENERATOR ATTACHMENTS	GENERATOR CONVERSION-IE & PM
EEC CERTIFICATIONS	NO EURO DIRECTIVE REQUIRED
EMCP 3 PANEL LOCATION	CONTROL PANEL MOUNTING - LH
CURRENT TRANSFORMERS	CURRENT TRANSF., 2000:5 RATIO
CIRCUIT BREAKER RIGHT HAND	NO ENCLOSURE RIGHT (STANDARD)
CIRCUIT BREAKER LEFT HAND	CBK UL 3P 1600A 100% LSI-P
CIRCUIT BREAKER REAR	NO ENCLOSURE REAR (STANDARD)

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85082-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
6

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
			CABLE ENTRY LEFT SIDE	BOTTOM CABLE ENTRY (SHROUD)			
			CUSTOMER CONNECTION LOCATION	CUSTOMER CONNECTION MTG RH STD			
			ADDL EMCP 3 ATTACHMENTS	RAISE/LOWER SWITCH			
			ADDL EMCP 3 ATTACHMENTS	REMOTE SPEED ADJUST			
			ANNUNCIATOR MODULES	1ST LOCAL ANN NFPA 110/CSA282			
			REMOTE ANNUNC MODULES (ADDL)	REMOTE ANN NFPA99/CSA282 (1)			
			MODBUS MONITORING PACKAGES	LOCAL PC MONITORING			
			CENTER POST BUS BAR REMOVAL	5000A LV BB REMOVAL (NEMA)1400			
			SPECIAL TESTS OR REPORTS	CSA TEST AND CERTIFICATION			
			GROUNDING CONNECTIONS REAR	NEUTRAL GND CONNECTION C			
			EMCP 3 CONTROL PANEL OPTIONS	AUXILIARY PLATE MOUNTING -REAR			
			POWER TERMINATION EQUIPMENT	BUS BAR CONNECTIONS-1400 FRAME			
			ADDITIONAL TESTS OR REPORTS	PGS TEST REPORT @ 0.8 PF			
			POWER CONNECTION - LH	CONNECTION GROUP POLH013_1			
			GENERATOR TEMPERATURE RISE	125 DEG GENERATOR TEMP RISE			
			POWER CONNECTION SUPPORT	SUPPORT GROUP			
			RADIATOR REMOVALS	RADIATOR REMOVAL - 60HZ			
			BATTERY OPTIONS	STANDARD BATTERY REMOVAL			

Total List Price		214,296.00
Standard Discount	30.00-%	64,288.80-
Special Discount		50,660.48-
Tops Discount		0.00
VAT		0.00
Subtotal		99,346.72
Total Net Price		760.00
Total	USD	100,106.72

Auth Appr No : MPE3871

Standard Notes:

Dealer Request Notes:

NOTES AND SPECIAL INSTRUCTIONS:

please ad PSD07 discount to order

COMPLETE CUSTOMER NAME AND ADDRESS:

MOJAVE ELECTRIC

3755 W HACIENDA AVE

Port Marks:

*ATE = 30 September 2010 **END OF DOCUMENT 620198 ** TIME = 17:31:27



16 September 2010 - 11:37:43 US CST

10-082
FFZKJ

Order

Dealer / Office EMPIRE MACHINERY 1725 S COUNTRY CLUB DR MESA AZ 85062-2985	P.O. # 10-081 Order No / ESO / Rec'd Date 620196 / FFZKH / 12 August 2010 Quotation# / Date 10295949 / 11 August 2010 Buyer# H160 Subsidiary Cat U.S. EPD Payment Terms Y020 : AZZMB Net due Fri following 13th day aft Inv. Dt. Requested RTS Date 17 December 2010 Start On Line Date 03 December 2010 Estimated RTS Date 13 December 2010 Revised RTS Date 17 December 2010 Transportation Mode Truck Plant LE / Griffin, GA Inland Carrier 10335 / RML TRANSPORT Order Type Y00R CAT Standard Order DO Indicator(Sales Gp) C Customer DFA / Flex Contract reference DFAH18010
Ship-To Address CASHMAN EQUIPMENT COMPANY 3300 SAINT ROSE PKWY HENDERSON NV 89052-3965 USA	
Notify / Address	
Consignee / Address	
Forwarder / Address	
End Customer / Address New Ship-to Address USA	
Account Coordinator Rulledge Randy	Seller Caterpillar, Inc. Engine Division 100 NE Adams Street PEORIA IL 61629 USA

Important: This acknowledges buyer's order as shown hereon. Payment Terms set forth hereon are subject to change in seller's discretion. Acceptance of this order is subject to the buyer's assent to the terms and conditions set forth hereon and (I) a separate signed agreement(s) between seller and buyer applicable hereto, or (II) if no such agreement(s) exists, seller's standard terms and conditions of sale, a copy of which has previously been provided to the buyer. Please verify against order submitted and notify seller of any discrepancy.

J54-077
JA 00003917



1008,663

Dealer / Office

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85082-2986
USA

Doc. no./Date
620198 / 12 August 2010

Page
2

Net Price: 130,731.40 USD

Est. Shipping Weight 16,200 LB

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
------	----	-----	----------	-------------	-----	------------	-----------

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85062-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
3

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
100	I	1	C32 PGAG	C32 EPG PKG GEN SET			
	I	1	60H0480_I	60HZ 480 VOLTS		V/I	
	I	1	ANNNFPA_I	1ST LOCAL ANN NFPA 110/CSA282		760.00	
	S	1	ANNUNSL_S	REMOTE ANN NFPA98/CSA282 (1)		760.00	
	I	1	AUXPNLB_I	AUXILIARY PLATE MOUNTING -REAR		V/I	
	I	1	BAT2416_I	OVERSIZE BATTERY SET - 24 V		1,485.00	
	I	1	BATRM03_I	STANDARD BATTERY REMOVAL		1,128.00-	
	I	1	BUS146R_I	5000A LV BB REMOVAL (NEMA)1400		885.00-	
	I	1	BUSCB14_I	BUS BAR CONNECTIONS-1400 FRAME		910.00	
	I	1	C32DE28_I	C32, 60HZ, 1800RPM PGS 28		190,212.00	
	I	1	CERTIFD_I	**OLD** EPA/CARB EMIS CERT		V/I	
	I	1	CERTSTA_I	**OLD**STATIONARY APP USE		V/I	
	I	1	CERTUSA_I	**OLD**INSIDE US EPA LOCATIONS		V/I	
	I	1	CT20006_I	CURRENT TRANSF., 2000:5 RATIO		V/I	
	I	1	CUSTCNR_I	CUSTOMER CONNECTION MTG RH STD		V/I	
	I	1	EMCP33_I	EMCP 3.3 CONTROL PANEL		2,400.00	
	I	1	ESCONONE_I	No Extended Service Coverage		V/I	
	I	1	GENCON3_I	GENERATOR CONVERSION-IE & PM		1,780.00	
	I	1	HTSHLD3_I	GRD & SHLD UL/CSA HI AMBIENT		1,532.00	
	I	1	JWHWP08_I	JWH WITH PUMP 208/240V		2,296.00	
	I	1	KW01000_I	1000 EKW W/FAN		V/I	
	S	1	LPCMONS_S	LOCAL PC MONITORING		193.00	
	I	1	MWCODEF_I	STANDBY POWER		V/I	
	I	1	NGRDCNC_I	NEUTRAL GND CONNECTION C		230.00	
	I	1	NOENCPB_I	NO ENCLOSURE REAR (STANDARD)		V/I	
	I	1	NOENCPR_I	NO ENCLOSURE RIGHT (STANDARD)		V/I	
	I	1	NOEUCRT_I	NO EURO DIRECTIVE REQUIRED		V/I	
	I	1	PCLH013_I	CONNECTION GROUP PCLH013_I		1,780.00	
	I	1	RADHA00_I	RAD HIGH AMBIENT 60HZ AB27.5		16,005.00	
	I	1	RMA1E1L_I	CBK UL 3P 1600A 100% LSI-P		9,091.00	
	I	1	RSELWR1_I	RAISE/LOWER SWITCH		79.00	
	I	1	SHROUDL_I	BOTTOM CABLE ENTRY (SHROUD)		250.00	
	S	1	SPEDPTS_S	REMOTE SPEED ADJUST		270.00	
	I	1	STANDBY_I	STANDBY POWER APPLICATION		V/I	
	I	1	SUPCBL1_I	SUPPORT GROUP		V/I	
	I	1	UIPBLHS_I	CONTROL PANEL MOUNTING - LH		V/I	
	I	1	GENT125_I	125 DEG GENERATOR TEMP RISE			V/I
	I	1	LANENGO_I	ENGLISH LANGUAGE OPTION			V/I
	I	1	ULLIST_I	UL 2200 LISTED PACKAGE GEN SET			160.00

**Dealer / Office**

EMPIRE MACHINERY
1728 S COUNTRY CLUB DR
MESA AZ 85062-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
4

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
		1	MSCEC77_I	PUBLIC OR CIVIL SERVICES			V/I
		1	MSEPGGN_I	GENERAL EPG (non-enclosed)			V/I
		1	MWCODEF_I	STANDBY POWER			V/I
		1	TRSGEN7_I	PGS TEST REPORT @ 0.8 PF		300.00	
		1	TSPCSA4_I	CSA TEST AND CERTIFICATION			V/I
101		1	GP1431	C32 SR5 60HZ TIER 2 1000/910/830			
102		1	3367602	GENERAL ARRANGEMENT			
103		1	3367659	C32 DITTA ENG AR-BASIC			
104		1	3002236	GENERATOR AR - POWER			
105		1	PP6050	1502 BHP 1000 GEN KW WOF 60 HZ Standby			
106		1	9Y8156	NOTE - STAMP FOR STANDBY POWER			
107		1	LE0222	UL-2200 FOR ALL 3500			
108		1	6N9597	VOLTAGE INDICATOR 480V, 60HZ			
109		1	GZ0699	EMCP3.3 COMMON ENGINE INTERFACE			
110		1	0V1085	END USE: GENERAL EPG			
111		1	GC2930	Control Panel Mounting EUI-LH			
112		1	GC2938	Auxillary Plate Mounting - REAR			
113		1	GC2984	Remote Speed Adjust (Shipped Loose)			
114		1	GC2985	Raise/Lower Switch			
115		1	GC2959	NFPA 99-110/CSA 282			
116		1	GC2964	NFPA 99-110/CSA 282			
117		1	GC3243	LOCAL PC MONITORING (SHIPPED LOOSE)			
118		1	3161091	TRANSFORMER GP			
119		1	GP1487	HIGH AMBIENT RAD 60 HZ			
120		1	GP1489	STD RADIATOR REMOVAL 60 HZ			
121		1	CA0866	LANGUAGE MARKINGS-ENGLISH			
122		1	3085838	FILM GP			
123		1	3571662	CERTIFICATION GP (EU)			
124		1	GC4731	IE TO PM CONVERSION 1400 FRAME			
125		1	GP0636	JW HEATER, 9KW, 240/227V			
126		1	GP0646	OVERSIZE BATTERY SET-24V			
127		1	GP0640	BATTERY REMOVAL			
128		1	GP1484	CSA-PWR CONN-CB ONLY			
129		1	3126117	CONNECTION GP			
130		1	0P1793	***GEN SET TEST CHG @ 0.8 PF**			
131		1	GP1491	HEAT SHIELD HIGH AMB RAD UL/CSA			
132		1	GC2850	LH 1600A- 3p- UL 100% rated- LSI-P			
133		1	GC3589	STD 5000A LV BUS BAR REMOVAL			
134		1	GC3592	OPTIONAL 5000A LV BUS BAR			
135		1	GZ0696	BOTTOM CABLE ENTRY (WITH SHROUD)-LH			

**Dealer / Office**

EMPIRE MACHINERY
1726 S COUNTRY CLUB DR
MESA AZ 85082-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
5

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
------	----	-----	----------	-------------	-----	------------	-----------

136	I	1	3473237	SUPPORT GP-CABLE			
137	I	1	GC3458	R FRAME CIRCUIT BREAKER (3-POLE)			
200	N	1	0V8707	DTO - SPECIAL STAMPING 900EKW 60HZ 480			300.00

Provides a C32 generator rated at 480V, 800kW Standby shown on the rating plate

300	I	1	0V2319	SPECIAL STAMPING - 900EKW 480V 60HZ			
-----	---	---	--------	-------------------------------------	--	--	--

ENGINEERING NOTE:

SPECIAL STAMPING--per customer request please stamp the package per this customer request:

Nameplate Data to depict Generator Set Rated at 900EKW Standby, 480-Volts, 3-Phase, 60 Hz, 1800 rpm

301	I	1	5N9628	SPECIAL VOLTAGE			
302	I	1	5N9697	VOLTAGE INDICATOR 480V, 60HZ	L		
400	I	1	0V2329	PRODUCTION CORRECTION			
01	I	1	3086431	SENSOR GP - MTG&			

With the following configuration:

MARKET SEGMENT
SUB MARKET CODE
MARKET WORK CODE
EXTENDED SERVICE COVERAGE
PACKAGE GEN SET
CERTIFIED APPLICATION
CERTIFICATION EMISSION LOC
UL LISTING
VOLTAGE
DUTY TYPE
RATING
EMCP CONTROL PANEL
CONFIGURATION
LANGUAGE OPTIONS
COOLING SYSTEM
EXHAUST SYSTEM OPTIONS
STARTING SYSTEM
JACKET WATER HEATERS
GENERATOR ATTACHMENTS
EEC CERTIFICATIONS
EMCP 3 PANEL LOCATION
CURRENT TRANSFORMERS
CIRCUIT BREAKER RIGHT HAND
CIRCUIT BREAKER LEFT HAND
CIRCUIT BREAKER REAR
CABLE ENTRY LEFT SIDE
CUSTOMER CONNECTION LOCATION

GENERAL EPG (non-enclosed)
PUBLIC OR CIVIL SERVICES
STANDBY POWER
No Extended Service Coverage
OLD EPA/CARB EMIS CERT
OLDSTATIONARY APP USE
OLDINSIDE US EPA LOCATIONS
UL 2200 LISTED PACKAGE GEN SET
60HZ 480 VOLTS
STANDBY POWER APPLICATION
1000 EKW W/FAN
EMCP 3.3 CONTROL PANEL
C32, 60HZ, 1800RPM PGS 28
ENGLISH LANGUAGE OPTION
RAD HIGH AMBIENT 60HZ AB27.5
GRD & SHLD UL/CSA HI AMBIENT
OVERSIZE BATTERY SET - 24 V
JWH WITH PUMP 208/240V
GENERATOR CONVERSION-IE & PM
NO EURO DIRECTIVE REQUIRED
CONTROL PANEL MOUNTING - LH
CURRENT TRANSF., 2000:5 RATIO
NO ENCLOSURE RIGHT (STANDARD)
CBK UL 3P 1600A 100% LSI-P
NO ENCLOSURE REAR (STANDARD)
BOTTOM CABLE ENTRY (SHROUD)
CUSTOMER CONNECTION MTG RH STD

**Dealer / Office**

EMPIRE MACHINERY
1725 S COUNTRY CLUB DR
MESA AZ 85062-2985
USA

Doc. no./Date
620198 / 12 August 2010

Page
6

ITEM	AI	QTY	MATERIAL	DESCRIPTION	L/N	LIST PRICE	NET PRICE
			ADDL EMCP 3 ATTACHMENTS	RAISE/LOWER SWITCH			
			ADDL EMCP 3 ATTACHMENTS	REMOTE SPEED ADJUST			
			ANNUNCIATOR MODULES	1ST LOCAL ANN NFPA 110/CSA282			
			REMOTE ANNUNC MODULES (ADDL)	REMOTE ANN NFPA99/CSA282 (1)			
			MODBUS MONITORING PACKAGES	LOCAL PC MONITORING			
			CENTER POST BUS BAR REMOVAL	5000A LV BB REMOVAL (NEMA)1400			
			SPECIAL TESTS OR REPORTS	CSA TEST AND CERTIFICATION			
			GROUNDING CONNECTIONS REAR	NEUTRAL GND CONNECTION C			
			EMCP 3 CONTROL PANEL OPTIONS	AUXILIARY PLATE MOUNTING -REAR			
			POWER TERMINATION EQUIPMENT	BUS BAR CONNECTIONS-1400 FRAME			
			ADDITIONAL TESTS OR REPORTS	PGS TEST REPORT @ 0.8 PF			
			POWER CONNECTION - LH	CONNECTION GROUP PCLH013_I			
			GENERATOR TEMPERATURE RISE	125 DEG GENERATOR TEMP RISE			
			POWER CONNECTION SUPPORT	SUPPORT GROUP			
			RADIATOR REMOVALS	RADIATOR REMOVAL - 60HZ			
			BATTERY OPTIONS	STANDARD BATTERY REMOVAL			

Total List Price		228,020.00
Standard Discount	30.00-%	68,406.00-
Special Discount		29,642.00-
Tops Discount		0.00
VAT		0.00
Subtotal		129,971.40
Total Net Price		760.00
Total	USD	130,731.40

Standard Notes:

Dealer Request Notes:

NOTES AND SPECIAL INSTRUCTIONS:

please ad PSD07 discount to order

COMPLETE CUSTOMER NAME AND ADDRESS:

MOJAVE ELECTRIC

3755 W HACIENDA AVE

Port Marks:

DATE = 16 September 2010 **END OF DOCUMENT 620198 ** TIME = 11:37:43

Invoice No 0000029767

Invoice Date 12/21/2010

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4956 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax (770) 664-6302

Bill to :
CASHMAN EQUIPMENT
3300 St. Rose Parkway
Henderson NV 89052

Attn: Keith Lozeau
SHIPPED TO ADDRESS:
Mohave Electric
618 First Street
Las Vegas NV 89101

Customer PO Number	Ship Date	Terms	FOB	Ship Via	Sales Order No.
10-040	12/21/2010	NET 30	OUR PLANT	Best Way	030267

Item	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
------	------------------------------------	----------	------------	----------	----------------

000001 ISO-SWITCHGEAR U/M EA 1.00 226,000.00000 0.00 226,000.00
ISO SWITCHGEAR BOM/PLANT LABOR Serial
Number(s) SWGR36267
Packing List No/Item No: 023899/000001

000002 ISO-SUBMITTAL U/M EA 1.00 0.00000 0.00 0.00
ISO OFFICE LABOR ROUTING
Packing List No/Item No: 023899/000002

000003 ISO-PRODUCTION U/M EA 1.00 0.00000 0.00 0.00
ISO OFFICE LABOR ROUTING
Packing List No/Item No: 023899/000003

000004 ISO-START UP U/M EA 1.00 0.00000 0.00 0.00
ISO OFFICE LABOR ROUTING
Packing List No/Item No: 023899/000004

CHARGE MACHINE
HOUSE NO. 10-040 DATE 12/29/10
INIT. OBORNE CARTER
KEITH LOZEAU

Total Item Price 226,000.00
Shipping 0.00
Sales Tax 0.00
Total Inv Price US\$ 226,000.00

Please pay balance due by Thursday January 20 2011.

LV City Hall

Thank You

For billing inquiries, email AR@ISOPOWERLYNX.COM

A Service Charge of 1.5% per month (18% annual) will be made on Past Due Balances

SunTrust Bank, Atlanta, Georgia ABA-061000104 SWIFT-SNTRUS3A Account Number-1000014070501

J54-083
JA 0003923



GENERAL FORWARDERS INC

"A Nationwide Transportation Service"

5013 PACIFIC HWY E #6

FIFF, WA 98424

(253) 922-4542

INVOICE

Bill To

CASHMAN EQUIPMENT
3300 SAINT ROSE PKWY
HENDERSON, NV 89052

Date	12/20/2010
P.O. No.	10-081/10-082
Invoice #	44775 P

Shipper/Origin

SCHILLI IND MAULDIN, SC

Ship To

I.B.I.
CALDWELL, ID

Qty	Description	Amount
2	CAT C32 GENSETS	4,400.00
<i>W. H. Hall</i> 10-081 - 2200⁰⁰ 10-082 - 2200⁰⁰ CHARGE MACHINE HOUSE NO. _____ DATE <u>12/29/10</u> INIT <u>02</u> OREORE CARTER KRITH LOZEAU		

Terms

Net 30

Due Date

1/19/2011

Total

\$4,400.00

NOTICE: Charges not paid by the following month will incur 1 1/2% of the unpaid balance per month. In the event that the seller herein is required to consult an attorney in order to receive payment for the materials/services above listed, or is required to bring suit for payment of said materials or services, the buyer agrees to pay all reasonable attorney fees and court costs incurred to seller.

J54-085
JA 00003925
CASHMAN

IBI, LLC
20394 Pinto Lane
PO Box 1243
Caldwell, ID 83606

Phone: (208) 459-6077

Invoice No: 42706
01/17/2011

Payable Upon Receipt of Invoice

Cashman Equipment
3300 St Rose Parkway
HENDERSON NV 89052

<u>Job No.</u>	<u>Description</u>	<u>Amount</u>	<u>PO Number</u>	<u>Net Billing</u>
42706	800 Gal UL2085 tank - LV City Hall			
	P.O.#10-081	96418.00		96,418.00
	Project: LV City Hall			
	Adder: Double Doors	450.00		450.00

10-082 - 4843.40
Charge Machine 10-081 - 4843.40
Date: 1-24-11
Name: Cee Cee Carter
Name: Keith Lozeau

Sales Tax

Total Invoice

96,868.00

IBI, LLC
20394 Pinto Lane
PO Box 1243
Caldwell, ID 83606

Phone: (208) 459-6077

Invoice No: 42706-1
01/28/2011

Payable Upon Receipt of Invoice

Cashman Equipment
3300 St Rose Parkway
HENDERSON NV 89052

Job No. =====	Description =====	Amount =====	PO Number =====	Net Billing =====
42706	800 Gal UL2085 tank - LV City Hall P.O.#10-081 Project LV City Hall Truck lay over	1500.00		1,500.00.

"FOR RESALE" RE: S1236501

Charge Machine

63820.00 P.D. Date: 1-28-11

Name: Cec Cee Carter

Name: Keith Lozeau

Sales Tax

Total Invoice

1,500.00

J54-087
JA 0003927



Mitsubishi Electric Power Products, Inc.
 1 HORN HILL INDUSTRIAL PARK
 530 Keystone Drive Warrendale, PA 15086-7538
 Phone: (724) 772-2656
 Home Page: www.meppl.com

INVOICE #	DATE
UPS 9543	11/15/10

Page: 1

LV City Hall
10-504

Sold To: C085393
 ACCOUNT PAYABLE
 CASHMAN EQUIPMENT CO.
 P.O. BOX 271630
 LAS VEGAS, NV 89127-1630
 UNITED STATES

Ship To: CHRIS MEIERS 702-798-2970
 MOJAVE ELECTRIC
 3480 W. HACIENDA
 LAS VEGAS, NV 89118

Order #	Cust PO #	Date Ordered	Terms
SU06197	7402	10/01/10	NET 30 DAYS

Line #	Qty	Item	Description	Unit Price	Ext Price
1	1.00	M98AE-50024-44B00	98AE 500KVA 480V IN/OUT UPS	70,215.00	70,215.00
		SN #: 10-7M73354-01			
3	1.00	WB973-CDP-800-480E	MBP; WALL MNT (3)800A SKRU 2)KK PB CPT	7,702.00	7,702.00
		SN #: PU5654-1			
4	1.00	NETCOM2 SEC	NETCOM2 SEC FOR 2033C,G,D 9800 AND 9900	488.00	488.00
9	1.00	MCP-104-10005-S	MUOM; MODBUS FOR 9800AE	1,193.00	1,193.00
14	2.00	CAP00250	LN2W842MSMCMK 450V 8400uF	302.58	605.16
15	1.00	FAN20012	PF16-BTF 4PH AC200V 400W	1,469.65	1,469.65
16	1.00	AE-ENP00014	MBS; PROCEDURE REV * AE-ENP00014	0.00	0.00

PrePaid	Freight	Sales Tax	Invoice Total
\$0.00	\$3,519.00	\$0.00	\$85,191.81

Ship Via
 R&L CARRIER

Tracking / PRO #
 31257147-6

CHARGE MACHINE
 HOUSE NO 10-504 DATE 11-29-10
 INIT EC
 OEECEE CARTER

REI
10-081
10-082

Remit To:
 Mitsubishi Electric Power Products, Inc.
 PO Box 640673
 Pittsburgh, PA 15264-0673

KEITH LOZEAU

MEPPI GST Registration #
 89478 4271 RT0001

THIS INVOICE IS SUBJECT TO ALL MITSUBISHI ELECTRIC POWER PRODUCTS, INC. STANDARD TERMS AND CONDITIONS.
 J54-088
 JA 0003826



Mitsubishi Electric Power Products, Inc.
 THORN HILL INDUSTRIAL PARK
 530 Keystone Drive Warrendale, PA 15086-7530
 Phone: (724) 772-2566
 Home Page: www.meppl.com

Order Confirmation

Revision #: 1
 Revision Date: 11/10/2010

Sold To: C085393
 ACCOUNT PAYABLE
 CASHMAN EQUIPMENT CO.
 P.O. BOX 271630
 LAS VEGAS, NV 89127-1630
 UNITED STATES

Ship To: 7
 CHRIS MEIERS 702-798-2970
 MOJAVE ELECTRIC
 3480 W. HACIENDA
 LAS VEGAS, NV 89118

USD\$

Order #	Cust PO #	Ship Via	Date Entered	Terms	FOB	
SU06197	7402	BEST WAY	10/01/10	NET 30 DAYS	Shipping Point	
Estimated Ship Date	Ln #	Qty Ordered	Item	Description	Unit Price	Ext Price
11/12/10	1	1.00	M98AE-50024-44B00	98AE 500KVA 480V IN/OUT UPS	70,215.00	70,215.00
12/03/10	2	4.00	1MCA-40P150-500B4	BATT CAB; MCA (40) TC12150C 600A UAB	13,969.00	55,876.00
11/12/10	3	1.00	WB973-CDP-800-480E	MBP; WALL MNT (3)800A SKRU 2)KK PB CPT	7,702.00	7,702.00
11/12/10	4	1.00	NETCOM2 SEC	NETCOM2 SEC FOR 2033C,G,D 9800 AND 9900	488.00	488.00
		1.00	NETCOM-PH	SNMP IP ETHERNET INTERFACE CARD		
		1.00	HDW90001	CABLE; 6 FOOT DB9 TO RJ45 GRAY CABLE		
		1.00	DL-CABLE-6	COMMUNICATION CABLE		
		1.00	HDW90003	OD; FOR NETCOM2 KITS		
11/12/10	9	1.00	MCP-104-10005-S	MUCM; MODBUS FOR 9800AE	1,193.00	1,193.00
		1.00	MCP-104	MUCM+102/MUCM-002, METH-001, MU1, TR121S		
		1.00	CCMITSU KIT SEC	DB9-RJ45 ADAPTERS FOR NETCOM-S		
		1.00	KIT10005	PSAU60-KIT 12V 1.3A POWER KIT FOR 9800AE		
		2.00	KIT10010	KIT; MISC HARDWARE FOR MUCM		
11/12/10	14	2.00	CAP00250	LN2W842MSMCMK 450V 8400uF	302.58	605.16
11/12/10	15	1.00	FAN20012	PF16-BTF 4PH AC200V 400W	1,469.65	1,469.65
11/12/10	16	1.00	AE-ENP00014	MBS; PROCEDURE REV * AE-ENP00014	0.00	0.00



Changes for the Better

Mitsubishi Electric Power Products, Inc.
THORN HILL INDUSTRIAL PARK
630 Keystone Drive Warrendale, PA 15086-7838
Phone: (724) 772-2555
Home Page: www.meppl.com

Order Confirmation

Page: 2

Revision #: 1
Revision Date: 11/10/2010

Sold To: C085393
ACCOUNT PAYABLE
CASHMAN EQUIPMENT CO.
P.O. BOX 271630
LAS VEGAS, NV 89127-1630
UNITED STATES

Ship To: 7
CHRIS MEIERS 702-798-2970
MOJAVE ELECTRIC
3480 W. HACIENDA
LAS VEGAS, NV 89118

USD\$

Order #	Cust PO #	Ship Via	Date Entered	Terms	FOB
SU06197	7402	BEST WAY	10/01/10	NET 30 DAYS	Shipping Point

Estimated Ship Date	Ln #	Qty Ordered	Item	Description	Unit Price	Ext Price
				BEST WAY MUST NOTIFY 24HRS BEFORE DELIVERY CHRIS 702-798-2970 REVISION 1 (NAE) 11/10/10: REVISED THE SHIP DATES AND SHIP TO ADDRESS. THE BATTERY CABINET WILL BE DROP SHIPPED.		

Enduser #: C085393
LAS VEGAS CITY HALL

Sale Amount: \$137,548.81
Sales Tax: \$0.00

Total: \$137,548.81

Estimated ship date is subject to credit approval.

Order Acknowledged by: _____

Date: _____

J54-090
JA 0008980



NEW SALES
ATS ORDER

CAT-ISO.com

Job Name: New City Hall		Order Number: 023043
Status: WARRANTY		Dealer PO No.: 10-037
Dealer: Cashman Equipment Company		
Requested By: Kerry Hickman	Office: 702-639-5017	Mobile:
Ordered: 08/13/2010	Dealer Released: 08/13/2010	Estimated Ship: 23 Days
800A,4P,CTS OPEN TRANSITION MX250-		\$6,940.00
277/480V, 3 PHASE, 4 WIRE, 60HZ		
NEMA1		
MX250 MOD GROUP MCONS		
MX250 Position Contact -Closed on E position - 10		
MX250 Position Contact -Closed on N position - 10		
Auto/Manual Selector for Transfer to N or E		
Motor Disconnect (CTS-A62) Motor Disconnect and st		
1000A,4P,CTS OPEN TRANSITION MX250-		\$9,240.00
277/480V, 3 PHASE, 4 WIRE, 60HZ		
NEMA1		
MX250 MOD GROUP MCONS		
MX250 Position Contact -Closed on E position - 10		
MX250 Position Contact -Closed on N position - 10		
Auto/Manual Selector for Transfer to N or E		
Motor Disconnect (CTS-A62) Motor Disconnect and st		
1200A,4P,CTS OPEN TRANSITION MX250-		\$9,780.00
277/480V, 3 PHASE, 4 WIRE, 60HZ		
NEMA1		
MX250 MOD GROUP MCONS		
MX250 Position Contact -Closed on E position - 10		
MX250 Position Contact -Closed on N position - 10		
Auto/Manual Selector for Transfer to N or E		
Motor Disconnect (CTS-A62) Motor Disconnect and st		
Freight Charges		
ORDER TOTAL:		\$26,634.96

Includes:

MX250 microprocessor panel

Multipurpose display: LEDs for continuous monitoring of switch position and source availability; a four-line by 20-character, backlit LCD display for settings, functions, programming and annunciation
Through-the-door programming and display
Simplified keypad entry, menu-driven system is designed for ease of use
Built-in diagnostics with displays for ease of troubleshooting
Pass code protected to limit user access
Timer countdown display for ease of operation
User settings unaffected by power outages
Close differential 3-phase under-voltage sensing of the normal source - factory standard setting 90% pickup,

80%

dropout (adjustable); under-frequency sensing of the normal source factory setting 95% pickup (adjustable)
Voltage and frequency sensing of the emergency source - factory standard setting 90% pickup voltage,
95% pickup frequency (adjustable)

Metering: Normal and Emergency - Voltage (Line to Line) and Frequency

Test switch (fast test/load/no load) to simulate normal source failure - automatically bypassed should the emergency source fail

Transfer Commit / No Commit selection feature

Time Delays for:

Engine Start (Adjustable from 0-10 seconds)

Transfer to Emergency (Adjustable from 0-5 minutes)

Retransfer to Normal (Adjustable from 0-60 minutes)

Engine Cool down (Adjustable from 0-60 minutes)

1 - In Phase Monitor - Self Adjusting (Open Transition Switches Only)

1 - Auxiliary Contact (form a): Closed when the switch is in the Emergency position

1 - Auxiliary Contact (form a): Closed when the switch is in the Normal position

1 - Engine Start Contacts

1 - UL1008 listed

1 - Double throw, mechanically interlocked contactor mechanism

1 - Electrically operated, mechanically held

1 - Designed for emergency and standby applications

1 - AL/CU Mechanical Screw Type Lugs

Inphase Monitor

Option Packages

MCONS ACCESSORY PACKAGE

The transfer switch listed in this quotation is furnished with a powerful MX-250 controller which meets or exceeds

the requirements of the most demanding of emergency power applications.

The MX250 controller offered in this quotation is equipped with the MCONS accessory package which includes the following features:

A1 - Normal Failure Auxiliary Contact

A1E - Emergency Failure Auxiliary Contact

A3(2) - Emergency Source position auxiliary contact

A4(2) - Normal Source position auxiliary contact

CD/P - Clock Exerciser Load/ No Load: Allows the Generator to start and run unloaded or to simulate a power failure, start Generator and run under load

DT - Time delay from neutral switch position to normal on retransfer (only for Delay Transition Switches)

DW - Time delay from neutral switch position to emergency on retransfer (only for Delay Transition Switches)

E - Engine Start Contact

EL/P - Event Log: Sequentially numbered log of 16 events that track date, time, reason and action taken

J2E - Adjustable over/under frequency sensor (source 2 or emergency)

J2N - Adjustable over/under frequency sensor (source 1)

K/P - Frequency Indication ((on the controller)

L1 - LED Source 2 (emergency) position indication

L2 - LED Source 1 (normal) position indication

L3 - LED Source 1 (normal) source availability indication

L4 - LED Source 2 (emergency) source availability indication

LN/P - Center off position/LCD indication on controller (only for Delay Transition Switches)

P1 - Time delay start for Emergency Source (adj. From 0 -10 seconds)

Q2 - Peak Shave /Remote Load Test /Area Protection - Relay (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)

Q3 - Inhibit Transfer to Emergency (load add relay). - (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)

Q7 - Inhibit Transfer to Normal Relay. - (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)

R2E - Undervoltage Sensing for Emergency Source single phase)

R7 - Overvoltage Sensing of Emergency Source (single phase)

R8 - Overvoltage Sensing of Emergency Source (three phase)
 R16 - Phase Rotation Sensing of Source 1 and Source 2
 R17 - Undervoltage Sensing for Emergency Source three phase)
 R50 - Inphase Monitor (only furnished with Open Transition ATS, not furnished with Delay Transition ATS)
 S13/P - Commit/No Commit to transfer to Emergency Source
 T - Retransfer to Normal Time Delay (adj. 0-60 mins)
 T3/WS - Elevator Pre-Signal Auxiliary Contacts: Open 0-60 seconds prior to transfer to either direction, re-closes after transfer.
 U - Engine Cooldown Run Timer (adj. 0-60min)
 UMD - Pre and post transfer output adjustable time range Functions in both directions. Includes two circuits.
 VI - Voltage Imbalance - monitors phase voltages. Initiates transfer upon selected phase to phase voltage differential
 W - Adjustable Time Delay on Transfer to Emergency Source
 YEN/P - Bypass Timers Key (On Keypad), Bypasses (T) or (W) time delay settings
 6/P - Test Switch, Momentary

Additional Accessories

2- MX250 Position Contact -Closed on E position - 10 A Single Pole Double Throw
 2- MX250 Position Contact -Closed on N position - 10 A Single Pole Double Throw
 1- Auto/Manual Selector for Transfer to N or E
 1- Motor Disconnect (CTS-A62) Motor Disconnect and staged restart

NOTES

1. This quotation is based upon review of specification 263600 and a partial one-line provided by the dealer.
 2. General exception is taken to any other specifications and drawings not available at time of quotation.
 Equipment supplied will be limited to that described in this proposal.

3. The following options (if equipped) are 120VAC as standard: Q2, Q3, Q7, R15/R15D.
 Please specify voltage requirement at time of ordering. The voltage options are as follows:
 (Q2 - 24VDC, 24VAC, 12VDC),
 (Q3 - 24VDC, 24VAC),
 (Q7 - 24VDC, 24VAC, 12VDC),
 (R15/R15D - 24VDC, 24VAC).

4. Reference section 1.3 - Submittals to be furnished upon request.
 5. Reference section 1.05 - Coordination to be performed by others.
 6. Reference section 2.02.C - Proposed switch has an ambient operating temperature of minus 20C to plus 65C. Humidity 5% to 95% (non-condensing), and altitudes up to 6600 ft.

7. Reference section 2.03.C - Proposed switch does not automatically disconnect the control circuit from the electrical operator during manual operation.

8. Reference section 2.03.G - The proposed switches are equipped with in-phase monitors per section 2.03.E. A neutral switch position is not offered on switches with in-phase monitoring. If a delayed transition switch is desired then CAT will send a revised quotation.

9. Certified Withstand and Closing Ratings in Symmetrical RMS Amperes at 480 Volts AC per UL 1008 with any breaker is:
 CTS 800 Amp = 50,000 CTS 1000 Amp = 50,000 CTS 1200 Amp = 50,000

10. Certified Withstand and Closing Ratings in Symmetrical RMS Amperes at 480 Volts AC per UL 1008 with specific coordinated breaker is:
 CTS 800 Amp = 65,000 CTS 1000 Amp = 85,000 CTS 1200 Amp = 85,000

11. Reference part 3 - Execution to be performed by others.

TERMS:

Firm for 30 days, Net 30 days from date of shipment, FOB manufacturer dock (Chicago, IL), freight not included, subject to ISO Standard Terms and Conditions of Sale.

Standard Caterpillar Two Year Warranty and CAT Serial Number

New City Hall

Page 1 of 4



NEW SALES
ATS ORDER

CAT-ISO.com

Job Name: New City Hall	Order Number: 023043
Status: PRODUCTION	Dealer PO No.: 10-037
Dealer: Cashman Equipment Company	
Requested By: Kerry Hickman	Office: 702-639-5017
Ordered: 08/13/2010	Dealer Released: 08/13/2010
	Mobiler:
	Estimated Ship: 23 Days
800A,4P,CTS OPEN TRANSITION MX250-	\$6,940.00
277/480V, 3 PHASE, 4 WIRE, 60HZ	
NEMA1	
MX250 MOD GROUP MCONS	\$276.00
MX250 Position Contact -Closed on E position - 10	\$67.20
MX250 Position Contact -Closed on N position - 10	\$67.20
Auto/Manual Selector for Transfer to N or E	\$216.00
Motor Disconnect (CTS-A62) Motor Disconnect and st	\$348.00
1000A,4P,CTS OPEN TRANSITION MX250-	\$9,240.00
277/480V, 3 PHASE, 4 WIRE, 60HZ	
NEMA1	
MX250 MOD GROUP MCONS	\$276.00
MX250 Position Contact -Closed on E position - 10	\$33.60
MX250 Position Contact -Closed on N position - 10	\$33.60
Auto/Manual Selector for Transfer to N or E	\$216.00
Motor Disconnect (CTS-A62) Motor Disconnect and st	\$348.00
1200A,4P,CTS OPEN TRANSITION MX250-	\$9,780.00
277/480V, 3 PHASE, 4 WIRE, 60HZ	
NEMA1	
MX250 MOD GROUP MCONS	\$276.00
MX250 Position Contact -Closed on E position - 10	\$33.60
MX250 Position Contact -Closed on N position - 10	\$33.60
Auto/Manual Selector for Transfer to N or E	\$216.00
Motor Disconnect (CTS-A62) Motor Disconnect and st	\$348.00
Freight Charges	\$674.96
ORDER TOTAL:	\$26,634.96

Includes:

MX250 microprocessor panel

Multipurpose display: LEDs for continuous monitoring of switch position and source availability; a four-line by 20-character, backlit LCD display for settings, functions, programming and annunciation
Through-the-door programming and display
Simplified keypad entry, menu-driven system is designed for ease of use
Built-in diagnostics with displays for ease of troubleshooting
Pass code protected to limit user access
Timer countdown display for ease of operation
User settings unaffected by power outages
Close differential 3-phase under-voltage sensing of the normal source - factory standard setting 90% pickup,

80% dropout (adjustable); under-frequency sensing of the normal source factory setting 95% pickup (adjustable)
 Voltage and frequency sensing of the emergency source - factory standard setting 90% pickup voltage, 95% pickup frequency (adjustable)
 Metering: Normal and Emergency - Voltage (Line to Line) and Frequency
 Test switch (fast test/load/no load) to simulate normal source failure - automatically bypassed should the emergency source fail
 Transfer Commit / No Commit selection feature
 Time Delays for:
 Engine Start (Adjustable from 0-10 seconds)
 Transfer to Emergency (Adjustable from 0-5 minutes)
 Retransfer to Normal (Adjustable from 0-60 minutes)
 Engine Cool down (Adjustable from 0-60 minutes)
 1- In Phase Monitor - Self Adjusting (Open Transition Switches Only)
 1 - Auxiliary Contact (form a): Closed when the switch is in the Emergency position
 1 - Auxiliary Contact (form a): Closed when the switch is in the Normal position
 1 - Engine Start Contacts
 1 - UL1008 listed
 1 - Double throw, mechanically interlocked contactor mechanism
 1 - Electrically operated, mechanically held
 1 - Designed for emergency and standby applications
 1 - AL/CU Mechanical Screw Type Lugs

Inphase Monitor

Option Packages

MCONS ACCESSORY PACKAGE

The transfer switch listed in this quotation is furnished with a powerful MX-250 controller which meets or exceeds

the requirements of the most demanding of emergency power applications.

The MX250 controller offered in this quotation is equipped with the MCONS accessory package which includes the following features:

A1 - Normal Failure Auxiliary Contact
 A1E - Emergency Failure Auxiliary Contact
 A3(2) - Emergency Source position auxiliary contact
 A4(2) - Normal Source position auxiliary contact
 CD/P - Clock Exerciser Load/ No Load: Allows the Generator to start and run unloaded or to simulate a power failure, start Generator and run under load
 DT - Time delay from neutral switch position to normal on retransfer (only for Delay Transition Switches)
 DW - Time delay from neutral switch position to emergency on retransfer (only for Delay Transition Switches)
 E - Engine Start Contact
 EL/P - Event Log: Sequentially numbered log of 16 events that track date, time, reason and action taken
 J2E - Adjustable over/under frequency sensor (source 2 or emergency)
 J2N - Adjustable over/under frequency sensor (source 1)
 K/P - Frequency Indication (on the controller)
 L1 - LED Source 2 (emergency) position indication
 L2 - LED Source 1 (normal) position indication
 L3 - LED Source 1 (normal) source availability indication
 L4 - LED Source 2 (emergency) source availability indication
 LN/P - Center off position/LCD indication on controller (only for Delay Transition Switches)
 P1 - Time delay start for Emergency Source (adj. From 0 -10 seconds)
 Q2 - Peak Shave /Remote Load Test /Area Protection - Relay (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)
 Q3 - Inhibit Transfer to Emergency (load add relay). - (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)
 Q7 - Inhibit Transfer to Normal Relay. - (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)
 R2E - Undervoltage Sensing for Emergency Source (single phase)
 R7 - Overvoltage Sensing of Emergency Source (single phase)

R8 - Overvoltage Sensing of Emergency Source (three phase)
 R16 - Phase Rotation Sensing of Source 1 and Source 2
 R17 - Undervoltage Sensing for Emergency Source three phase)
 R50 - Inphase Monitor (only furnished with Open Transition ATS, not furnished with Delay Transition ATS)
 S13/P - Commit/No Commit to transfer to Emergency Source
 T - Retransfer to Normal Time Delay (adj. 0-60 mins)
 T3/W3 - Elevator Pre-Signal Auxiliary Contacts: Open 0-60 seconds prior to transfer to either direction, re-closes after transfer.
 U - Engine Cooldown Run Timer (adj. 0-60min)
 UMD - Pre and post transfer output adjustable time range Functions in both directions. Includes two circuits.
 VI - Voltage Imbalance - monitors phase voltages. Initiates transfer upon selected phase to phase voltage differential
 W - Adjustable Time Delay on Transfer to Emergency Source
 YEN/P - Bypass Timers Key (On Keypad). Bypasses (T) or (W) time delay settings
 Z/P - Test Switch, Momentary

Additional Accessories

- 2- MX250 Position Contact -Closed on E position - 10 A Single Pole Double Throw
- 2- MX250 Position Contact -Closed on N position - 10 A Single Pole Double Throw
- 1- Auto/Manual Selector for Transfer to N or E
- 1- Motor Disconnect (CTS-A62) Motor Disconnect and staged restart

NOTES

1. This quotation is based upon review of specification 263600 and a partial one-line provided by the dealer.
2. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

3. The following options (if equipped) are 120VAC as standard: Q2, Q3, Q7, R15/R15D.
 Please specify voltage requirement at time of ordering. The voltage options are as follows:
 (Q2 - 24VDC, 24VAC, 12VDC),
 (Q3 - 24VDC, 24VAC),
 (Q7 - 24VDC, 24VAC, 12VDC),
 (R15/R15D - 24VDC, 24VAC).

4. Reference section 1.3 - Submittals to be furnished upon request.
5. Reference section 1.05 - Coordination to be performed by others.
6. Reference section 2.02.C - Proposed switch has an ambient operating temperature of minus 20C to plus 65C. Humidity 5% to 95% (non-condensing), and altitudes up to 6600 ft.
7. Reference section 2.03.C - Proposed switch does not automatically disconnect the control circuit from the electrical operator during manual operation.
8. Reference section 2.03.G - The proposed switches are equipped with in-phase monitors per section 2.03.E. A neutral switch position is not offered on switches with in-phase monitoring. If a delayed transition switch is desired then CAT will send a revised quotation.
9. Certified Withstand and Closing Ratings in Symmetrical RMS Amperes at 480 Volts AC per UL 1008 with any breaker is:
 CTS 800 Amp = 50,000 CTS 1000 Amp = 50,000 CTS 1200 Amp = 50,000.
10. Certified Withstand and Closing Ratings in Symmetrical RMS Amperes at 480 Volts AC per UL 1008 with specific coordinated breaker is:
 CTS 800 Amp = 65,000 CTS 1000 Amp = 85,000 CTS 1200 Amp = 85,000
11. Reference part 3 - Execution to be performed by others.

TERMS:

Firm for 30 days, Net 30 days from date of shipment, FOB manufacturer dock (Chicago, IL), freight not included, subject to ISO Standard Terms and Conditions of Sale.

Standard Caterpillar Two Year Warranty and CAT Serial Number

GENERAL NOTES AND CLARIFICATIONS:

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89052
702-649-8777 fax 702-639-6090



POWER SOLUTIONS

Purchase Order No. 10-081

PURCHASE ORDER

Vendor		Ship To	
Name	ENERCON	Name	CASHMAN EQUIPMENT CO
Address		Address	3300 SAINT ROSE PARKWAY
City		City	HENDERSON NV 89052
Phone		ATTN:	KIM SYMONS

Qty	Units	Description	Unit Price	TOTAL
1	EA	REMOTE CONTROL STATUS PANEL	\$2,793.00	\$2,793.00
		HOLD PENDING APPROVED SUBMITTAL		
		PLEASE SEND SUBMITTAL ASAP		
		LV CITY HALL		

Payment Details

☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
 CC # _____
 Exp Date _____

SubTotal	\$2,793.00
Shipping & Handling	
Taxes State	
TOTAL	\$2,793.00

Shipping Date _____

Approval _____

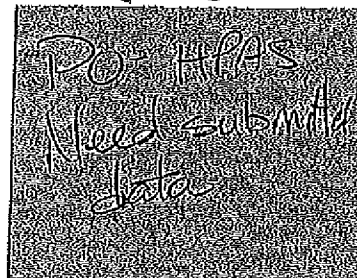
Date 08/24/2010
 Order No _____
 Sales Rep _____
 Ship Via _____

Notes/Remarks _____

E-mailed 8/24/10



No. 1 Altorfer Lane • East Peoria, IL 61611
Phone: 309-694-1418 • Fax: 309-694-3703
Email: wserginla@enercon-eng.com



st 23, 2010

"Email" Submittal - 3 Page(s)

TO: Cashman Equipment Co.
4610 Vandenberg
N. Las Vegas, NV 89081

ATTN: Kim,

SUBJECT: City Hall Remote Annunciator Panel
Enercon Reference No. 10KLK10542 REV1
Similar to Job Number 24834

We are pleased to present this quotation, based on our interpretation of your specifications, we offer the following:

1 - Remote Control Status Panel	\$2,793.00
Net Price.....	\$2,793.00

All pricing F.O.B. our plant.

We appreciate the opportunity to quote on these requirements and hope to be favored with your valued order.

Sincerely,
ENERCON ENGINEERING, INC.

Kevin Kempton
ws



One (1) Wall mounted annunciator panel approximately 30 inches (762 mm) high by 24 inches (609.6 mm) wide by 8 inches (203.2 mm) deep, NEMA 1 construction for indoor use, standard gray and containing:

- 2 - Set of mounting provisions for a Caterpillar NFPA annunciator, provisions to consist of cut out in cover plate for mounting of customer supplied annunciator, plus terminal blocks for connections.
- 3 - ATS emergency indication, push to test, industrial type.
- 3 - ATS normal indication, push to test, industrial type.
- 2 - Circuit breaker control switch, industrial type, with positions as required, includes position lamps.
- 1 - UPS switch, 2 position, industrial type.
- 1 - Set of control wiring, terminal boards, fuses, fuse blocks, nameplates. Control wiring shall be numbered, all internal components shall be labeled.

Terms and Condition of Sale

1. **CONTRACT OF SALE:** Enercon Engineering, Inc. (hereinafter called "Seller") agrees to sell, and buyer agrees to purchase, the equipment described in this Proposal/ [Confirmation] [Invoice] pursuant to these terms and conditions, which shall constitute the entire contract of sale between buyer and seller. These terms and conditions supersede and take precedence over any and all terms, including, but not limited to, any contrary terms, in any documents (such as purchase orders) submitted by buyer to seller. If the buyer modifies any terms and conditions of sale, the seller has the option to void or re-submit the quotation.
2. **ORDERS:** Orders are subject to acceptance at home office of Seller.
3. **PRICES:** Unless otherwise specified in writing, all prices are F.O.B. Seller's plant, and all quotations automatically expire sixty (60) calendar days from date of issue unless communicated differently by the Seller. The price of any equipment scheduled for shipment on a date beyond a period of six (6) months from date of Seller's order confirmation is subject to increase by Seller, unless otherwise agreed to in writing. All equipment will be suitably packed for domestic shipment, not suitable for long term storage, unless otherwise agreed to in writing.
4. **TERMS:** Payment in U.S. Dollars, 10% payment due with purchase order, 20% payment due after completion of approved drawings, 35% payment due upon release to production, 35% payment due upon completion of factory testing, unless otherwise agreed to.
5. **SHIPPING DATE:** Seller shall not be responsible for any default or delay in shipping due to contingencies beyond its control, or the control of its suppliers, which prevents or interferes with Seller making delivery on the date specified, including but not limited to wars, or restraints affecting shipping, delivery of materials or credit as a result of strikes, lockouts, fires, floods, or any other contingency affecting the seller or its suppliers. The Seller shall have the right to cancel a contract of sale or to extend the shipping date in the event that any such contingencies prevent or delay shipments. Seller shall not be liable for any losses incurred by late delivery of equipment. Equipment held by Seller beyond scheduled delivery date for convenience of buyer will be invoiced on date of completion. Such equipment will be subject to charges for warehousing and other expenses incident to such delay.
6. **DELAYS:** In the event Buyer causes Seller to delay engineering, manufacturing, shipping, installation, or startup of equipment under this proposal, any additional costs incurred by the Seller shall be reimbursed by the Buyer. Seller shall not be responsible for delays in delivery caused by acts of God, government rulings, strikes, accidents, delays or default of Seller's suppliers, delays caused by acts of the Buyer, or other causes outside of Seller's reasonable control. Should the Buyer require the Seller to delay engineering, manufacturing, shipping, installation or startup by more than thirty (30) days, then Seller shall invoice the Buyer for a total of one hundred percent (100%) of the value of all work completed, and such invoice shall be due and payable net (15) fifteen days.
7. **ENERCON DESIGN:** The design information contained herein is property and the sole property of Enercon Engineering, Inc. The pricing and equipment selections in this proposal are based on the interpretation of the information supplied to Enercon Engineering, Inc. The proposal is complete as presented herein. Any changes, deletions or additions to the bill of materials as listed will require an adjustment to the price, and may require additional engineering and may adversely affect the delivery date. All software programs for PLC or touch screen are the Seller's intellectual property. Should the project drawings or programs be amended by others without Enercon's consent during the warranty period, Enercon will not be responsible for any mis-operations or damage caused by unauthorized changes.
8. **CHANGES:** Should Seller make any changes at the request of the Buyer, or should changes in site conditions or installation requirements occur subsequent to this proposal, the parties shall re-negotiate the price and the time schedules quoted herein to reflect cost or schedule adjustments caused by said changes. Seller shall not be obligated to perform work on any changes without written agreement from the Buyer.
9. **CONFIDENTIALITY:** Buyer shall keep confidential all prices, drawings, and technical information disclosed by the Seller as part of, or in conjunction with, this proposal or any resulting contract, including, but not limited to, information relating to the design, installation, materials of construction, operation, repair, maintenance, or otherwise of the equipment or component parts thereof or other related items. Buyer may disclose said drawings and documents only to its authorized employees or contractors who agree to the terms of this paragraph and who agree not to use said information except for the installation, operation, and maintenance of the equipment for the Buyer only. Buyer shall return to Enercon Engineering all drawings and information, including that given to others by Buyer when contract is completed. Buyer shall return to Enercon Engineering all drawings and information, including that given to others by Buyer, if the job is not awarded to Enercon Engineering. This paragraph does not limit Buyer's right to use this information if it is obtained from another source without restriction.
10. **INSTALLATION:** Enercon Engineering, Inc. shall not be responsible for any field installation. If after commissioning field service is required, please use our quoted per week rate. Pricing is based on complete electrical and mechanical integration performed by Enercon Engineering, Inc.



11. **CANCELLATION:** Orders are not subject to cancellations or change in specifications, shipping schedules or other conditions originally agreed upon without Seller's written consent, and then only upon agreement to compensate Seller for expenses incurred by such cancellation or changes. Cancellation schedule shall be as follows: 10% - Order received and entered on factory, work not started, material not ordered. 30% - Drawings for approval submitted. 60% - Approved drawings returned. Job released for manufacture. 80% - Material accumulated and production started. 100% - Manufacturing completed.
12. **TAXES:** Any excise tax, sales tax, other taxes, or duty of any nature arising out of or assessed against equipment or orders shall be the sole and exclusive responsibility of buyer and shall be added to the prices quoted or invoiced and shall in all circumstances be paid by the buyer.
13. **INSURANCE AND RISK OF LOSS:** The equipment manufactured by Enercon shall at all times after delivery to buyer, buyer's agent or transportation company, whichever occurs first, be the sole responsibility of the buyer, and all loss or damage to said equipment or any part thereof shall be borne by the buyer (even if Seller has arranged for transportation), unless otherwise agreed in writing. Any equipment not manufactured by Enercon which is delivered by buyer or buyer's agent to Enercon shall be the sole and exclusive responsibility of buyer. Buyer must maintain insurance on any such equipment delivered to Seller.
14. **LIMITED WARRANTY:** Equipment manufactured by Enercon is warranted to be free from defects in material and workmanship under normal use, service, and indoor storage, for twelve (12) months after date of startup or eighteen (18) months after date of shipment from Seller's plant, whichever occurs first, subject to the following provisions. This warranty is limited to repair, replacement or issuing of credit, as Seller may elect, and at Seller's manufacturing plant, of such parts as shall appear to Seller, upon inspection, to have been defective in material or workmanship, but does not include any installation, labor or transportation costs. All warranty parts requests will require a Purchase Order. After evaluation, if deemed to be covered under warranty, the PO will not be charged. This warranty does not apply to normal maintenance or normal replacement of serviceable items. No warranty is made with respect to items manufactured by others. Seller shall in no event be liable for any special or consequential damages. Misapplication or revisions of equipment, without written approval by Enercon, will void the limited warranty. Replacement parts shall be warranted for six (6) months from date of shipment, subject to the terms and conditions as stated above for manufactured equipment. When the equipment reaches its final destination, the buyer must promptly notify the carrier of any damage, should the case arise. Otherwise, the buyer shall have no recourse against Enercon. Enercon inspects parts returned for warranty claim for misapplication. Misuse of equipment will void this warranty. Enercon shall in no event be liable for any special or consequential charges for replacing or installation of warranty parts.
15. **LIMITATION OF REMEDIES AND DAMAGES:** The Limited Warranty set forth in Section 13 above is in lieu of any and all other express and/or implied warranties. All other warranties, both express and/or implied, including but not limited to implied warranties of performance, merchantability or fitness for a particular purpose are expressly disclaimed and denied. Except for the remedy set forth in section 13 above, Seller shall not be liable to buyer or any third party under this contract, or for anything in any manner relating to or arising out of the subject matter of this contract, for any loss of business or profits or for any general, direct, indirect, special, consequential, exemplary, punitive, incidental or other damages, loss or expenses, even if Seller has been advised of the possibility of such damages, loss or expense. Seller is not responsible for any consequence of the use or application of the products by the buyer. Buyer shall indemnify and hold Seller, and its officers, directors, employees and agents harmless against any and all losses, claims, damages, judgments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or in any way related to the use of Seller's products by buyer and/or any third party.
16. **VENUE:** Any and all disputes, claims, or causes of action arising out of or in any way relating to any equipment manufactured by Enercon must be brought in the Circuit Court for the Tenth Judicial Circuit, Tazewell County, Illinois.
17. **FUEL SURCHARGE:** Due to unexpected fluctuations of fuel prices tied to ever changing world events and subsequent market speculation, a fuel surcharge may be applied to any Engine Load Testing. The surcharge will be adjusted weekly based on the U.S. National Average Fuel Index of the current Monday publication minus on-road taxes. The fuel index, published by the Energy Information Administration of the U.S. Department of Energy, is available by telephone at 202-586-6966 or on the department's internet site: <http://onto.eia.doe.gov/cgi/infosd/old/dpdiesel.asp>
18. **EXCEPTIONS:** Anything not specifically quoted above in lieu of any specification.

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89052
702-649-8777 fax 702-639-5090



Purchase Order No. 10-081

PURCHASE ORDER

Vendor		Ship To	
Name	FOSSE SALES	Name	IBI
Address		Address	20394 PINTO LANE
City		City	CALDWELL ID 83807
Phone		ATTN:	GREG IRONS

Qty	Units	Description	Unit Price	TOTAL
10	EA	RJE2860 ISOLATORS	\$88.92	\$1,422.72
		LV CITY HALL		
		PLEASE RELEASE		

Emailed 9/24/10

Payment Details

☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
 CC # _____
 Exp Date _____

SubTotal	\$1,422.72
Shipping & Handling	
Taxes State	
TOTAL	\$1,422.72

Shipping Date _____

Approval _____

Date 09/24/2010
 Order No _____
 Sales Rep _____
 Ship Via _____

Notes/Remarks _____



CALIFORNIA DYNAMICS CORPORATION
5572 ALHAMBRA AVE.
LOS ANGELES, CA. 90032-3108

CALL US -- TO SET THINGS RIGHT

FAX (323) 223 - 7941

PH (323) 223 - 3882

email: caldyn@earthlink.net

TYPE RJ STEEL SPRING ISOLATOR/RESTRAINT DUCTILE IRON

FILE 285

3/22/02

EARTHQUAKE RESTRAINT RATING					SIDE HIGH machine resisting
Type	Up	End	Side		
			Low	High	
RJB	1600	1600	1280	1600	SIDE LOW machine resisting
RJC	3368	3333	1312	2840	
RJE	4810	6000	4000	4400	

Restraint ratings determined by Independent

RJE 2
FOR

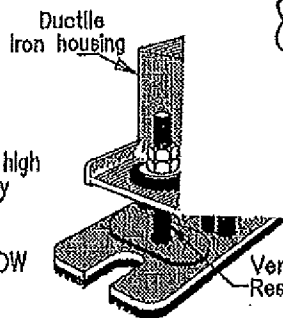
Restraint ratings determined by independent

EARTHQUAKE RESTRAINTS

Equipment motion is limited in all horizontal and vertical directions.

PROTECTION FOR -

- Earthquakes
- Windloads
- Marine installations (see *)
- Mobile installations (see *)
- Equipment weight change due to drainage
- Unstable installations due to high equipment center of gravity



RJE 2860 (10)
FOR

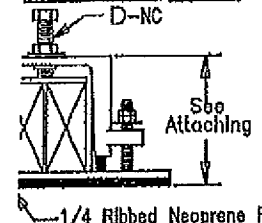
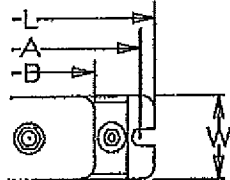
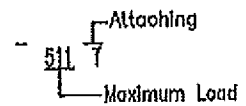
LO City Hall

8 @ EACH

\$ 88.92
111.5 w/Prot

DATE :

INSTALLATION CALLOUT



FREE HEIGHT--SEE BELOW
Typical Operating 5 1/2 to 6
Height min. 5, max. 6 1/2.

ATTACHING
External Load Transfer Bolted Attaching Most commonly used, "A" must be approximately 4 inches or greater.
Internal Load Transfer Gravitally Attaching Feet Pad Usually used under concrete blocks or flat bottomed equipment.
Internal Load Transfer Stud Attaching Used when clearance over hole is as little as 2 inches. Allows pre-set to speed installation.

* Not for use in marine or mobile applications. Contact factory for assistance.

1 SPRING				2 SPRINGS				4 SPRINGS			
TYPE		Max.	Spring	TYPE		Max.	Spring	TYPE		Max.	Spring
MAXIMUM LOAD		Defl.	Rate	MAXIMUM LOAD		Defl.	Rate	MAXIMUM LOAD		Defl.	Rate
(Lbs.)		(Inches)	(Lbs./In)	(Lbs.)		(Inches)	(Lbs./In)	(Lbs.)		(Inches)	(Lbs./In)
RJB	21	1.13	18	RJC	42	1.13	36	RJE	84	1.13	72
RJB	55	1.13	49	RJC	110	1.13	98	RJE	220	1.13	196
RJB	79	1.13	70	RJC	158	1.13	140	RJE	316	1.13	280
RJB	106	1.13	94	RJC	212	1.13	188	RJE	424	1.13	376
RJB	120	2.30	52	RJC	240	2.30	104	RJE	480	2.30	208
RJB	155	2.20	70	RJC	310	2.20	140	RJE	620	2.20	282
RJB	187	1.13	165	RJC	374	1.13	330	RJE	748	1.13	662
RJB	244	1.13	218	RJC	488	1.13	432	RJE	976	1.13	864
RJB	318	1.13	281	RJC	636	1.13	562	RJE	1272	1.13	1124
RJB	395	1.80	220	RJC	790	1.80	440	RJE	1580	1.80	880
RJB	511	1.50	341	RJC	1022	1.50	682	RJE	2044	1.50	1364
RJB	715	1.30	550	RJC	1430	1.30	1100	*RJE	2860	1.30	2200
*RJB	1060	1.00	1060	*RJC	2120	1.00	1120	*RJE	4240	1.00	4240
*RJB	1520	.78	1950	*RJC	3040	.78	3900	*RJE	6080	.78	7800
*RJB	1960	.78	2515	*RJC	3920	.78	5030	*RJE	7840	.78	10060

Kerry Hickman

From: Roger Wise [fossesls@earthlink.net]
Sent: Monday, March 08, 2010 5:32 PM
To: Kerry Hickman
Subject: RE: Isolators

Yes,

I'm sorry, I forgot to send the price.

Roger

>-----Original Message-----

>From: Kerry Hickman [mailto:Kerry_Hickman@cashmanequipment.com]

>Sent: Monday, March 08, 2010 5:34 PM

>To: 'fossesls@earthlink.net'

>Subject: Re: Isolators

>

>Are they still \$110.58.

>

>Thanks

>

>----- Original Message -----

>From: Roger Wise <fossesls@earthlink.net>

>To: Kerry Hickman

>Sent: Mon Mar 08 16:19:17 2010

>Subject: RE: Isolators

>

>Use (8) RJSD 3040K 7856

>

>Thanks,

>

>Roger

>

>>-----Original Message-----

>>From: Kerry Hickman [mailto:Kerry_Hickman@cashmanequipment.com]

>>Sent: Monday, March 08, 2010 3:06 PM

>>To: Roger Wise

>>Subject: RE: Isolators

>>

>>4 on each side 21,000lbs total.

>>

>>Thanks!

>>

>>Kerry Hickman

>>Sales Operations Supervisor

>>3300 St Rose Parkway

>>Henderson, NV 89052

>>Phone: 702-639-5017

>>Cell: 702-354-0816

>>Fax: 702-639-5090

>>

>>"Empty pockets never held anyone back. Only empty heads and empty

>>hearts can do that."

>>Norman Vincent Peale

>>
>>
>>-----Original Message-----
(>>From: Roger Wise [mailto:fossesls@earthlink.net]
>>Sent: Monday, March 08, 2010 1:38 PM
>>To: Kerry Hickman
>>Subject: RE: Isolators
>>
>>I need the number of mounting holes and the weight.
>>
>>Roger
>>
>>>-----Original Message-----
>>>From: Kerry Hickman [mailto:Kerry_Hickman@cashmanequipment.com]
>>>Sent: Monday, March 08, 2010 2:23 PM
>>>To: Roger Wise
>>>Subject: RE: Isolators
>>>
>>>Do you know which isolator we need and a price or do you need the
>>>mounting holes for that too?
>>>
>>>
>>>Kerry Hickman
>>>Sales Operations Supervisor
>>>3300 St Rose Parkway
>>>Henderson, NV 89052
>>>Phone: 702-639-5017
>>>Cell: 702-354-0816
>>>Fax: 702-639-5090
>>>
>>>"Empty pockets never held anyone back. Only empty heads and empty
>>>hearts can do that."
>>>Norman Vincent Peale
>>>
>>>
>>>-----Original Message-----
>>>From: Roger Wise [mailto:fossesls@earthlink.net]
>>>Sent: Monday, March 08, 2010 1:23 PM
>>>To: Kerry Hickman
>>>Subject: RE: Isolators
>>>
>>>Kerry,
>>>
>>>Number of isolators will be determined by the number of mounting
>>>holes in the rails.
>>>
>>>Thanks,
>>>
>>>Roger
>>>
>>>>-----Original Message-----
>>>>From: Kerry Hickman [mailto:Kerry_Hickman@cashmanequipment.com]
>>>>Sent: Monday, March 08, 2010 2:18 PM
>>>>To: Roger Wise
>>>>Subject: Isolators
>>>>
>>>>Roger

>>>>

>>>>

>>>>

>>>>How many and what size isolators do I need for a C32 21,000lbs.

>>>>

>>>>

>>>>

>>>>Thanks!

>>>>

>>>>

>>>>

>>>>cashman

>>>>

>>>>Kerry Hickman

>>>>

>>>>Sales Operations Supervisor

>>>>

>>>>3300 St Rose Parkway

>>>>

>>>>Henderson, NV 89052

>>>>

>>>>Phone: 702-639-5017

>>>>

>>>>Cell: 702-354-0816

>>>>

>>>>Fax: 702-639-5090

>>>>

>>>>

>>>>

>>>>"Empty pockets never held anyone back. Only empty heads and empty

>>>>hearts can do that."

>>>>Norman Vincent Peale

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

>>>>

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89062
702-649-8777 fax 702-639-6090



POWER SOLUTIONS

Purchase Order No. 10-081

PURCHASE ORDER

Vendor		Ship To	
Name	IBI TANKS	Name	CASHMAN EQUIPMENT CO
Address		Address	
City		City	
Phone		ATTN:	

Qty	Units	Description	Unit Price	TOTAL
2	EA	WEATHER PROTECTIVE ENCLOSURE ASSEMBLY MOUNTED ON SUB BASE FUEL TANK PER YOUR QUOTE # Q0908161 Rev B LV CITY HALL PLEASE RELEASE	\$48,209.00	\$96,418.00
SubTotal				\$96,418.00
Shipping & Handling				
Taxes State				
TOTAL				\$96,418.00

Payment Details

- ☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
CC # _____
Exp Date _____

Shipping Date _____

Approval

Date 08/11/2010
Order No _____
Sales Rep _____
Ship Via _____

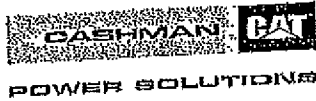
Notes/Remarks

*Emailed
8/11/10*

Job 3

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89052
702-649-8777 fax 702-639-5080



Purchase Order No. 10-081

PURCHASE ORDER

Vendor		Ship To	
Name	IBI TANKS	Name	CASHMAN EQUIPMENT CO
Address		Address	
City		City	
Phone		ATTN:	

Qty	Units	Description	Unit Price	TOTAL
2	EA	WEATHER PROTECTIVE ENCLOSURE ASSEMBLY MOUNTED ON SUB BASE FUEL TANK PER YOUR QUOTE # Q0908151 Rev B LV CITY HALL HOLD PENDING APPROVED SUBMITTALS	\$48,208.00	\$96,418.00
SubTotal				\$96,418.00
Shipping & Handling				
Taxes State				
TOTAL				\$96,418.00

Payment Details

- ☐ CHARGE
- ☐ Cash
- ☒ Account No.
- ☐ Credit Card

Name _____
CC # _____
Exp Date _____

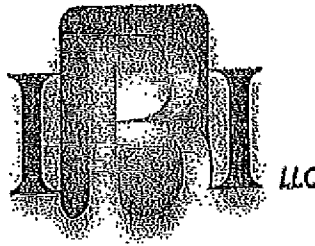
Shipping Date _____

Approval _____

Date 05/24/2010
Order No _____
Sales Rep _____
Ship Via _____

Notes/Remarks _____

*Emailed
5/24/10*



Date: May 21, 2010
Customer: Kim Symons
Company: Cashman Equipment Co.
City, State: Henderson, NV.

Tel:
Fax:
Cell: 702-326-6596

Quote #: Q0908151 Rev B

Project Name: Las Vegas City Hall

Generator Description: C32 900Kw

Generator Dimensions: 184"L x 81"W x 87"H

Generator Air Requirements: 39,764 cfm Radiator, 2,822 cfm Combustion

Enclosure Description:

Weather protective enclosure assembly mounted on sub-base fuel tank.

Dimensions:

Enclosure dimensions: 239"L x 93"W x 106"H

Base dimensions: 199"L x 93"W

Sub-base fuel tank adds 28" to overall height.

Sound Performance:

None.

Estimated Weight:

Approximately 42,000 lbs. (enclosure, fuel tank & genset).

Enclosure Construction:

- 14 Gauge galvanized skin walls with stiffeners, 3" thick
- 14 Gauge galvanized skin roof with stiffeners, 3" thick
- Framing is A-36 structural steel tubing & channel members.
- 2 external muffler support channels
- 4 lifting lugs marked "For Enclosure Removal Only"

Enclosure Ventilation:

Air intake:

- Fixed weather louvers
- Bird screens (galvanized construction)

Air discharge:

- **Vertical Hood**
- Bird screens (galvanized construction)

Mechanical:

- Engine exhaust opening with weather cover

Doors and Hardware:

- (7) Single service doors 42"W x 78"H with recessed handles and leaf plated hinges
- Bolting hardware is S.S.
- Neoprene gasket single sealed around door perimeters
- Rain lips over all doors

Exhaust:

- Exterior Critical grade exhaust muffler
- S.S. exhaust flex
- Rain cap
- High temperature removable blanket on flex

Electrical:

- Wiring to battery charger
- Wiring to block heater

Base:

800 gallon UL2085 sub-base tank.

Tank complete with electrical stub-up and generator support cross members and also includes the following accessories:

- 2" fill port
- Supply port
- Return port
- 2" primary vent (piped to 12ft above grade)
- Primary emergency vent
- Secondary emergency vent
- 2" - 30% low level float
- 2" - 90% high level float
- 2" leak detection float
- 2" level gauge
- Two 2" spares

Fuel tank tested to 3 PSI.

Foundation design by others.

Mounting of free issue items:

Generator
Spring Isolators
Battery charger

Enclosure Painting:

All exterior galvanized surfaces will be solvent cleaned per SSPC – SP1 and painted as follows:

- * Primer – Macropoxy (2 - 5 mils DFT)
- * Finish – Acrolon Acrylic Polyurethane

All carbon steel surfaces power tool cleansed per SSPC – SP3 and painted as follows:

- * Primer – STEEL SPEC Universal Primer (2 - 5 mils DFT)
- * Finish – KEM 400 Enamel CC-B26

Miscellaneous:

Safety rings for fall protection, per OSHA requirements

Certifications, Inspections, and Documents:

Exceptions:

Quoted as outlined above.

Price as Described above.....\$ 48,209.00

FOB Caldwell, Idaho. Freight allowed to Las Vegas, NV.

Adders:

NGR.....\$ 1,728.00
(rated at 277 volt neutral to ground, max time on = continuous, CT for detection, 5A current rating, N3R enclosure)

- Normal extended to 12 ft above grade.....\$ 125.00
- Emergency vents extended (2).....\$ 250.00
- Fuel alarm Audio/visual.....\$ 1,100.00
- Spill box.....\$ 250.00
- Haz Mat Decal kit\$ 90.00
- Fill Limiter (Gullotine)\$ 820.00
- Quick Disconnect.....\$ 72.00
- Flame arrestor.....\$ 500.00
- Additional Float.....\$ 180.00

All pricing is per unit

This quotation is valid for 30 days.
Net 30 days from date enclosure package is available to ship.

Thanks

Estimator M.P.W

Harvey Brown
Tel: 604 857-1476
Fax: 604 857-1478
harveybrown@lbtanks.com

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89052
702-849-8777 fax 702-630-6090



Purchase Order No. 10-040

PURCHASE ORDER

Vendor		Ship To	
Name	CREATIVE SYSTEMS LLC	Name	CASHMAN EQUIPMENT CO
Address		Address	3300 SAINT ROSE PARKWAY
City		City	HENDERSON NV 89052
Phone		ATTN:	702-630-6017

Qty	Units	Description	Unit Price	TOTAL
1	EA	CAT GENERATOR PARALLELING GEAR 3 SECTIONS @ \$80/EA LV CITY HALL	\$240.00	\$240.00

Payment Details

☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
CC # _____
Exp Date _____

SubTotal	\$240.00
Shipping & Handling	
Taxes State	
TOTAL	\$240.00

Shipping Date _____

Approval _____

Date 04/26/2010
Order No _____
Sales Rep _____
Ship Via _____

Notes/Remarks _____

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89032
702-649-8777 fax 702-639-6090



POWER SOLUTIONS

REVISED
Purchase Order No. 40-013

PURCHASE ORDER

Vendor		Ship To	
Name	IBI TANKS	Name	CASHMAN EQUIPMENT CO
Address		Address	
City		City	
Phone		ATTN:	

Qty	Units	Description	Unit Price	TOTAL
2	EA	800 GALLON UL2085 DOUBLE WALL GENERATOR BASE TANK	\$17,076.00	\$34,152.00
2	EA	DISCHARGE HOODS	\$2,280.00	\$4,560.00
PER YOUR QUOTE # Q1002315				
LV CITY HALL				
HOLD PENDING APPROVED SUBMITTALS				
SubTotal				\$38,712.00
Shipping & Handling				
Taxes State				
TOTAL				\$38,712.00

Payment Details

☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
 CC # _____
 Exp Date _____

Shipping Date _____

Approval _____

Date 03/09/2010
 Order No _____
 Sales Rep _____
 Ship Via _____

Notes/Remarks _____

*Emailed
3/9/10*

Kerry Hickman

From: Kim Symons
Sent: Tuesday, March 09, 2010 11:04 AM
To: Kerry Hickman
Cc: Harvey Brown
Subject: FW: LV City Hall

Kerry, please amend the PO to IBI for LV City Hall for an additional \$2280.00 each for discharge hoods.

Harvey, When we start the work and you separate the parts, let's see if you can ID the isolators then. We can make a decision about the isolators then.

Kim Symons

Kim Symons
Cashman Equipment Co.
Power Solutions Division
3300 St. Rose Parkway
Henderson, NV 89052

702-326-6596 Mobile

Sales: Stand-by Generators
ATS

Rentals: Generators

Cable and Distribution
UPS

Air

Compressors

Switch Gear

Light

Towers

Temperature Control

-----Original Message-----

From: harveybrown@ibitanks.com [mailto:harveybrown@ibitanks.com]
Sent: Tuesday, March 09, 2010 10:06 AM
To: Kim Symons
Subject: LV City Hall

Kim,

We cannot find any make, model or part number on the existing isolators.
The cost per discharge hood is \$2,280.00 We will try to match the paint as best we can however due the current condition of the existing enclosure we cannot guarantee an exact match.

The cost for painting each enclosure is \$2,385.00 Regards,

Harvey Brown
BI Tanks & Enclosures
Tel: 604 857-1476 or 604 897-9654
Fax: 604 857-1478

Cashman Equipment

3300 St Rosa Parkway
Henderson, NV 89052
702-649-6777 fax 702-639-5090



Purchase Order No. 10-035

PURCHASE ORDER

Vendor		Ship To	
Name	IBI TANKS	Name	CASHMAN EQUIPMENT CO
Address		Address	
City		City	
Phone		ATTN:	

Qty	Units	Description	Unit Price	TOTAL
2	EA	800 GALLON UL2085 DOUBLE WALL GENERATOR BASE TANK PER YOUR QUOTE # Q1002315 LV CITY HALL HOLD PENDING APPROVED SUBMITTALS	\$17,076.00	\$34,152.00
SubTotal				\$34,152.00
Shipping & Handling				
Taxes State				
TOTAL				\$34,152.00

Payment Details

- ☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
CC # _____
Exp Date _____

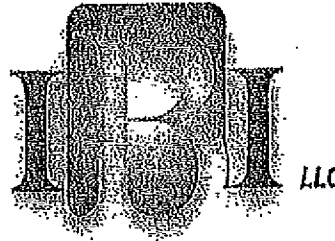
Shipping Date _____

Approval _____

Date 03/01/2010
 Order No _____
 Sales Rep _____
 Ship Via _____

Notes/Remarks _____

*Emailed
3/1/10*



Date: February 6, 2010
Customer: Scott Rhoden
Company: Cashman
City, State: Las Vegas, NV.

Tel: 702 286-8722
Fax:

Quote #: Q1002315
Project Name: Las Vegas City Hall
Generator Description: C32 - 1000kw
Generator Dimensions: 184"L x 81"W x 88"H

Scott,

Thank you for the opportunity to quote this project.
Please look over these numbers to ensure all needed items have been quoted.

1ea 800 Gallon UL2085 Double Wall Generator Base Tank
Size: 220"L x 96"W x 29"H
Weight: 15,000 lbs. (fuel tank only)
20" x 40" stub up
6" lip
Lifting eyes
Paint: standard color black

Standard Openings:

1ea 2" x 3/4" Draw Line with dip tube
1ea 2" x 3/4" Return Line
1ea 2" Mechanical Fuel Gauge
1ea 2" Fill Port
1ea 2" Leak Detection
1ea 2" Low Fuel Alarm
1ea 2" High Fuel Alarm
1ea 2" Normal Vent
1ea Emergency Vent extended (size adjusted to code)
1ea Secondary Emergency Vent (size adjusted to code)

Price Includes:

- Vent Package
- Remove existing 2000 gallon sub-base fuel tank
- Mounting of client supplied genset with spring isolators and existing enclosure
- Submittal drawings in 3D

Total price of tank with openings and accessories.....\$ 17,076.00

FOB Caldwell, Idaho.

Cost adders:

- Freight to Las Vegas.....\$ 3,500.00

- Normal extended to 12 ft above grade.....	\$ 125.00
- Emergency vents extended (2).....	\$ 250.00
- Fuel alarm Audio/visual.....	\$ 1,100.00
- Spill box.....	\$ 250.00
- Haz Mat Decal kit	\$ 90.00
- Fill Limiter (Guillotine)	\$ 820.00
- Quick Disconnect.....	\$ 72.00
- Flame arrestor.....	\$ 500.00
- Additional Float.....	\$ 180.00

All pricing is per unit

Delivery of accessories based upon availability from outside sources.

Any change to equipment or configuration will require a written change order and may affect final price and delivery.

Excludes: Taxes, permits, crane service to unload, all site work.

Terms: Net 30 days from date of invoice.

Tank will be invoiced upon completion of fabrication.

Delivery date of tank will be 4 to 6 weeks after signed and approved submittal drawings have been received.

Respectfully,

Harvey Brown

Tel: 604 857-1476

Fax: 604 857-1478

harveybrown@lbitanks.com

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89052
702-649-8777 fax 702-639-6090

**POWER SOLUTIONS**

Purchase Order No. 10-037

PURCHASE ORDER

Vendor		Ship To	
Name	ISO POWERLYNX	Name	CASHMAN EQUIPMENT CO
Address		Address	3300 SAINT ROSE PARKWAY
City		City	HENDERSON NV 89052
Phone		ATTN:	702-639-6017

Qty	Units	Description	Unit Price	TOTAL
1	EA	800A/ 4P, CTS OPEN TRANSITION MX250 277/480V, 3PH 4W, 60HZ, N1	\$6,940.00	\$6,940.00
1	EA	1000A, 4P, CTS OPEN TRANSITION MX250 277/480V, 3PH 4W, 60HZ, N1	\$9,240.00	\$9,240.00
1	EA	1200A, 4P, CTS OPEN TRANSITION MX250 277/480V, 3PH 4W, 60HZ, N1	\$9,780.00	\$9,780.00
LV CITY HALL				
PER YOUR QUOTE #014443 REV: 00 ALT: 01				
PLEASE RELEASE				

Payment Details	
☐ CHARGE	
☐ Cash	
☒ Account No.	
☐ Credit Card	
Name	
CC #	
Exp Date	

SubTotal	\$25,960.00
Shipping & Handling	
Taxes State	
TOTAL	\$25,960.00

Shipping Date

Approval

Date	08/11/2010
Order No	
Sales Rep	
Ship Via	

Notes/Remarks



NEW SALES
ATS QUOTE

CAT-ISO.com

Job Name:	New City Hall	Quote Number:	014443 - rev: 00 - alt: 01
Status:	Delivered	Delivered:	08/21/2009
Dealer:	Cashman Equipment Company		
Requested By:	Kim Symons	Office:	Mobile: 702-326-6596
Sales Manager:	Mike Sever	Office: 949-363-6514	Mobile: 770-331-8826
Sales Engineer:	Aaron Hargraves	Office: 678-746-5195	Mobile:

Terms:

Firm for 30 days, Net 30 days from date of shipment, FOB manufacturer dock (Chicago, IL), freight not included, subject to ISO Standard Terms and Conditions of Sale.

Standard Caterpillar Two Year Warranty and CAT Serial Number

Quote valid thru	09/20/2009	Estimated Ship Date:	09/13/2009
1	800A,4P,CTS OPEN TRANSITION MX250- 277/480V, 3 PHASE, 4 WIRE, 60HZ NEMA1		\$6,940.00
1	1000A,4P,CTS OPEN TRANSITION MX250- 277/480V, 3 PHASE, 4 WIRE, 60HZ NEMA1		\$9,240.00
1	1200A,4P,CTS OPEN TRANSITION MX250- 277/480V, 3 PHASE, 4 WIRE, 60HZ NEMA1		\$9,780.00
QUOTE TOTAL:			\$25,960.00

Furnished with:

MX250 microprocessor panel

Multipurpose display: LEDs for continuous monitoring of switch position and source availability; a four-line by 20-character, backlit LCD display for settings, functions, programming and annunciation
Through-the-door programming and display
Simplified keypad entry, menu-driven system is designed for ease of use
Built-in diagnostics with displays for ease of troubleshooting
Pass code protected to limit user access
Timer countdown display for ease of operation
User settings unaffected by power outages
Close differential 3-phase under-voltage sensing of the normal source - factory standard setting 90% pickup, 80% dropout (adjustable); under-frequency sensing of the normal source factory setting 95% pickup (adjustable)
Voltage and frequency sensing of the emergency source - factory standard setting 90% pickup voltage, 95% pickup frequency (adjustable)
Metering: Normal and Emergency - Voltage (Line to Line) and Frequency
Test switch (fast test/load/no load) to simulate normal source failure - automatically bypassed should the emergency source fail

Transfer Commit / No Commit selection feature

Time Delays for:

Engine Start (Adjustable from 0-10 seconds)

Transfer to Emergency (Adjustable from 0-5 minutes)

Retransfer to Normal (Adjustable from 0-60 minutes)

Engine Cool down (Adjustable from 0-60 minutes)

1- In Phase Monitor - Self Adjusting (Open Transition Switches Only)

1 - Auxillary Contact (form a): Closed when the switch is in the Emergency position

1 - Auxillary Contact (form a): Closed when the switch is in the Normal position

1 - Engine Start Contacts

1 - UL1008 listed

1 - Double throw, mechanically interlocked contactor mechanism

1 - Electrically operated, mechanically held

1 - Designed for emergency and standby applications

1 - AL/CU Mechanical Screw Type Lugs

Inphase Monitor

Option Packages

MCONS ACCESSORY PACKAGE

The transfer switch listed in this quotation is furnished with a powerful MX-250 controller which meets or exceeds

the requirements of the most demanding of emergency power applications.

The MX250 controller offered in this quotation is equipped with the MCONS accessory package which includes the following features:

A1 - Normal Failure Auxillary Contact

A1E - Emergency Failure Auxillary Contact

A3(2) - Emergency Source position auxillary contact

A4(2) - Normal Source position auxillary contact

CD/P - Clock Exerciser Load/ No Load: Allows the Generator to start and run unloaded or to simulate a power failure, start Generator and run under load

DT - Time delay from neutral switch position to normal on retransfer (only for Delay Transition Switches)

DW - Time delay from neutral switch position to emergency on retransfer (only for Delay Transition Switches)

E - Engine Start Contact

EL/P - Event Log: Sequentially numbered log of 16 events that track date, time, reason and action taken

J2E - Adjustable over/under frequency sensor (source 2 or emergency)

J2N - Adjustable over/under frequency sensor (source 1)

K/P - Frequency Indication ((on the controller)

L1 - LED Source 2 (emergency) position indication

L2 - LED Source 1 (normal) position indication

L3 - LED Source 1 (normal) source availability indication

L4 - LED Source 2 (emergency) source availability indication

LN/P - Center off position/LCD indication on controller (only for Delay Transition Switches)

P1 - Time delay start for Emergency Source (adj. From 0 -10 seconds)

Q2 - Peak Shave /Remote Load Test /Area Protection 8C" Relay (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)

Q3 - Inhibit Transfer to Emergency (load add relay). - (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)

Q7 - Inhibit Transfer to Normal Relay. - (Must specify voltage 120VAC, 24VDC, 24VAC at time of ordering. 120VAC is default)

R2E - Undervoltage Sensing for Emergency Source single phase)

R7 - Overvoltage Sensing of Emergency Source (single phase)
 R8 - Overvoltage Sensing of Emergency Source (three phase)
 R16 - Phase Rotation Sensing of Source 1 and Source 2
 R17 - Undervoltage Sensing for Emergency Source three phase)
 R50 - Inphase Monitor (only furnished with Open Transition ATS, not furnished with Delay Transition ATS)
 S13/P - Commit/No Commit to transfer to Emergency Source
 T - Retransfer to Normal Time Delay (adj. 0-60 mins)
 T3/W3 - Elevator Pre-Signal Auxiliary Contacts: Open 0-60 seconds prior to transfer to either direction, re-closes after transfer.
 U - Engine Cooldown Run Timer (adj. 0-60min)
 UMD - Pre and post transfer output adjustable time range Functions in both directions. Includes two circuits.
 VI - Voltage Imbalance - monitors phase voltages. Initiates transfer upon selected phase to phase voltage differential
 W - Adjustable Time Delay on Transfer to Emergency Source
 YEN/P - Bypass Timers Key (On Keypad). Bypasses (T) or (W) time delay settings
 6/P - Test Switch, Momentary

Additional Accessories

2- MX250 Position Contact -Closed on E position - 10 A Single Pole Double Throw
 2- MX250 Position Contact -Closed on N position - 10 A Single Pole Double Throw
 1- Auto/Manual Selector for Transfer to N or E
 1- Motor Disconnect (CTS-A62) Motor Disconnect and staged restart

NOTES

1. This quotation is based upon review of specification 263600 and a partial one-line provided by the dealer.
2. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
3. The following options (if equipped) are 120VAC as standard: Q2, Q3, Q7, R15/R15D. Please specify voltage requirement at time of ordering. The voltage options are as follows:
 (Q2 - 24VDC, 24VAC, 12VDC),
 (Q3 - 24VDC, 24VAC),
 (Q7 - 24VDC, 24VAC, 12VDC),
 (R15/R15D - 24VDC, 24VAC).
4. Reference section 1.3 - Submittals to be furnished upon request.
5. Reference section 1.05 - Coordination to be performed by others.
6. Reference section 2.02.C - Proposed switch has an ambient operating temperature of minus 20C to plus 65C. Humidity 5% to 95% (non-condensing), and altitudes up to 6600 ft.
7. Reference section 2.03.C - Proposed switch does not automatically disconnect the control circuit from the electrical operator during manual operation.
8. Reference section 2.03.G - The proposed switches are equipped with in-phase monitors per section 2.03.E. A neutral switch position is not offered on switches with in-phase monitoring. If a delayed transition switch is desired then CAT will send a revised quotation.
9. Certified Withstand and Closing Ratings in Symmetrical RMS Amperes at 480 Volts AC per UL 1008 with any breaker is:
 CTS 800 Amp = 50,000 CTS 1000 Amp = 50,000 CTS 1200 Amp = 50,000
10. Certified Withstand and Closing Ratings in Symmetrical RMS Amperes at 480 Volts AC per UL 1008 with specific coordinated breaker is:
 CTS 800 Amp = 65,000 CTS 1000 Amp = 85,000 CTS 1200 Amp = 85,000

11. Reference part 3 - Execution to be performed by others.



PROJECT CLARIFICATIONS, DEVIATIONS & EXCEPTIONS:

This proposal is based upon Specification: Section 263500 – Generator Power Paralleling Switchgear, dated July 2, 2009 and a one-line drawing. General exception has been taken to any other specification and drawings not available at the time of quotation. Equipment supplied will be limited to that described in this proposal. If something, other than the equipment described in this proposal is required, please consult the factory for a re-quote as pricing may be affected.

Section 262500 - Generator Power Paralleling Switchgear Dated: July 2, 2009

1.01.C	Clarification	The coordination study is not in CAT ISO's scope of supply and must be provided by others.
1.02.B	Deviation	Section 263213 - Generators was not provided and is not in CAT ISO's scope of supply and must be provided by others.
1.02.C	Deviation	Section 260673 - Overcurrent Protective Devices Coordination Study was not provided and is not in CAT ISO's scope of supply and must be provided by others.
1.06.D	Deviation	Magnum DS Switchgear assemblies have undergone an extensive seismic qualification program.

The test program utilized:
ANSI standard C37.81
Uniform Building Code (UBC)
California Building Code (CBC)
International Building Code (IBC) seismic requirements

The assemblies have been tested and qualified to exceed these requirements.

1.06.D.2.b	Deviation	Equipment will be certified to meet our standard seismic testing.
1.06.E.2	Deviation	CAT ISO can not guarantee that we have (3) completed systems with the required 50-mile radius. We are more than willing to provide any necessary information on systems that are very similar to what is being offered and as close to the location of this site as possible.
1.08.A	Deviation	Storage of the equipment will be the responsibility of others.
2.04.A.1	Deviation	Bus insulation will be located on the phases only.
2.05.D	Deviation	All control wiring will be 14ga SIS.
2.09.A	Deviation	Standard nameplates will be offered and will be Black Phenolic with White Lettering.
2.12.A.3	Exception	A touch screen processor is only required for a PowerLynx 3000 product. CAT ISO is offering our PowerLynx 2000 product which does not require a touch screen processor.

GENERAL ELECTRIC CO
1830 W. 4 STREET
CHICAGO, IL 60609

OLD TO: INTELLIGENT SWITCHGEAR 2

LLC
4953 MARCONI
ALPHARETTA GA 30005

J51ZEN

SHIP TO:

CASHMAN EQUIPMENT CO
3300 SAINT ROSE PARKWAY
PH. 702-689-5017
HENDERSON NV 89052

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH

PG. 10 8877 NEW CITY HALL
MARK FOR LV CITY HALL

FREIGHT TERMS

GROUND
PREPAY-ALLOW

CUSTOMER ID.	REQUISITION NUMBER	PO. DATE	PRO NUMBER	VIA	DATE PREPARED	PAGE
814406	8052184	08/16/10			09/09/10	1 OF

LINE NO.	ITEM	CATALOG NUMBER	PRODUCT DESCRIPTION	UPC/EAN ITEM NUMBER	CARTON COUNT	QTY. ORDERED	QTY. SHIPPED
			***** UNIT SHIP ORDER *****				
01-06	A8DT000		ERIKA LEAL AUX CONT-CLSD IN EMERGENCY (SPDT) PO = ZEN1598823 BIN LOCATION : A BIN QTY: **NA**			2	2
01-07	A4DT000		AUX CONT-CLSD IN NORMAL (SPDT) PO = ZEN1598823 BIN LOCATION : A BIN QTY: **NA**			2	2
01-09	A620000		NTR DISC & STAGED RESTART SS TIMER PO = ZEN1598823 BIN LOCATION : A BIN QTY: **NA**			1	1
01-03	MC00005		4TS CONTROL GROUP MOONS-S PHASE PO = ZEN1598823 BIN LOCATION : A BIN QTY: **NA**			1	1

PREPARED BY	TRAILER NO.	SHIPPER PER	AGENT PER	CARRIER	TRANSF
				CENTRAL	

GENERAL ELECTRIC CO
1880 W. 4 STREET
CHICAGO, IL 60609

OLDIO LIGENT SWITCHGEAR B

LLC
4955 MARCONI
ALPHARETTA GA 30005

JS1ZEN

SHIP TO:

CASHMAN EQUIPMENT CO
3300 SAINT ROSE PARKWAY
PH. 702-639-5017
HENDERSON NV 89052

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH

PO. NUMBER	BILL OF LADING NO.
052184	ZEN0153620

CUSTOMER ID.	REQUISITION NUMBER	PO. DATE
1314406	0502184	08/16/10

LINE NO.	ITEM	DESCRIPTION	UPC/EAN ITEM NUMBER	CARTON COUNT	QTY. ORDERED	QTY. SHIPPED
001-04	02120V5	PK SHAVE/REM LOAD/AREA PROT 12 RD = ZEN1598823 BIN LOCATION : A	BIN QTY: ***NA**	1	0	1
001-05	0703120	QOMB INHIB NDR/EMERG 120VAC RD = ZEN1598823 BIN LOCATION : A	BIN QTY: ***NA**	1	0	1
001-08	812P000	AUTO/MANUAL OPERA SEL-MX250 PSMABLE RD = ZEN1598823 BIN LOCATION : A	BIN QTY: ***NA**	1	0	1
001-02	ZEC00C08B	N1 CAB 2TS 800/1200A/3P 800/1000A4P RD = ZEN1598823 BIN LOCATION : A	BIN QTY: ***NA**	1	0	1

PREPARED BY:	TRAILER NO.	SHIPPER PER	AGENT PER	CENTRAL TRANSP
		40		

PAGE 3

F GENERAL ELECTRIC CO
R 830 W. 4 STREET
CHICAGO, IL 60609

OLD TO: INTELLIGENT SWITCHGEAR CO

LLC
4955 MARCONI
ALPHARETTA GA 30005

JS1ZEN

SHIP TO:

CASHMAN EQUIPMENT CO
3300 SAINT ROSE PARKWAY
PH. 702-639-5017
HENDERSON NV 89052

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH

PO-10 GET / SPECIAL MARKINGS / INSTRUCTIONS
MARK FOR LV CITY HALL

CUSTOMER ID.	REQUISITION NUMBER	PO. DATE	PRO NUMBER	VIA	DATE PREPARED	PAGE
1314406	5052184	08/16/10			09/09/10	3 OF

LINE	ITEM	CATALOG NUMBER	UPC/EAN ITEM NUMBER	CARTON COUNT	QTY. ORDERED	QTY. SHIPPED
001-00	ZTS000B00080F				1	0
		RO = ZEN1598823	BIN QTY: **N/A**			1
		TSB, 800A 4P TRANS SWITCH MX250				
		RO = ZEN1598823	BIN QTY: **N/A**			1
		BIN LOCATION : A				
002-06	A3DT000				1	0
		AUX CONT-CLSD IN EMERGENCY (SPDT)				
		RO = ZEN1598824	BIN QTY: **N/A**			1
		BIN LOCATION : A				
002-07	A4DT000				1	0
		AUX CONT-CLSD IN NORMAL (SPDT)				
		RO = ZEN1598824	BIN QTY: **N/A**			1
		BIN LOCATION : A				
002-09	A620000				1	0
		MTR DISC & STAGED RESTART SS TIMER				
		RO = ZEN1598824	BIN QTY: **N/A**			1
		BIN LOCATION : A				

PREPARED BY:	TRAILER NO.	SHIPPER PER	AGENT PER	CARRIER	TRANS
		100		CENTRAL	TRANS

PRINT PAGE 4

J54-126
JA 0003966

INSTRUCTIONS ONLY

GENERAL ELECTRIC CO
30 W. 4 STREET
CHICAGO, IL 60609

INTELLIGENT SWITCHGEAR B
LLC

4955 MARCONI
ALPHARETTA GA 30005

J51ZEN

HIPO:

CASHMAN EQUIPMENT CO
3300 SAINT ROSE PARKWAY
PH. 702-639-5017
HENDERSON NV 89052

PO NUMBER 052184
BILL OF LADING NO. ZEN0152620

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH

PO: 10-0077 NEW CITY HALL
MARK FOR LV CITY HALL
FREIGHT TERMS
GROUND
PREPAY-ALLOW

CUSTOMER ID.	REQUISITION NUMBER	PO DATE	PRO NUMBER	VIA	DATE PREPARED	PAGE
314406	052184	08/16/10			09/09/10	4 OF

LINE	ITEM	MCNNO	CATALOG NUMBER	ITEM DESCRIPTION	PHASE	UPC/EAN ITEM NUMBER	CARTON COUNT	QTY. ORDERED	QTY. SHIPPED
002-10	NPLT CAT			NAMEPLATE-CAT POWER SYSTEMS RD = ZEN1598824 BIN LOCATION : A	BIN QTY: **N/A**			1	0
002-04	Q2120V8			PK SHAVE/REM LOAD/AREA PROT 12 RD = ZEN1598824 BIN LOCATION : A	BIN QTY: **N/A**			1	0
002-05	Q733120			COMB INHIB NDR/EMERG 120VAC RD = ZEN1598824 BIN LOCATION : A	BIN QTY: **N/A**			1	0
002-08	S12P000			AUTO/MANUAL OPERA SEL-MX250 FEMABLE RD = ZEN1598824 BIN LOCATION : A	BIN QTY: **N/A**			1	0

SHIPPER PER	AGENT PER	TRAILER NO.	SHIPMENT NO.
000	000		

PRINT PAGE 5
J54-12
JA 00003967
CASHMAN

GENERAL ELECTRIC CO
380 W. / STREET
CHICAGO, IL 60609

INTELLIGENT SWITCHGEAR CO

LLC
4956 MARCONI
ALPHARETTA GA 30005

JB1ZEN

SHIP TO:

CASHMAN EQUIPMENT CO
3200 SAINT ROSE PARKWAY
PH. 702-639-5017
HENDERSON NV 89052

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH:

PO NUMBER	BILL OF LADING NO.
052184	ZEN0153620

PO #	SPECIAL MARKINGS/INSTRUCTIONS	FREIGHT TERMS
10-10-0077	MARK FOR LV CITY HALL	GROUND PREPAY-ALLOW

CUSTOMER I.D.	REQUISITION NUMBER	PO DATE	PRO NUMBER	VIA	DATE PREPARED	PAGE
1314406	3052184	08/16/10			08/09/10	5 OF
LINE #	ITEM #	DESCRIPTION	QTY	UNIT	QTY ORDERED	QTY SHIPPED
002-01	2VC70	RD = ZEN1598824 BIN LOCATION : A 277/480V, 3 PHASE, 4 WIRE, RD = ZEN1598824 BIN LOCATION : A	1	0	1	1
002-00	ZTS0000B00100F	1TSB, 1000A 4P TRANS SWITCH MX250 RD = ZEN1598824 BIN LOCATION : A	1	0	1	1
003-06	A2DT000	AUX CONT-CLSD IN EMERGENCY (SPDT) RD = ZEN1598825 BIN LOCATION : A	1	0	1	1
003-07	A4DT000	AUX CONT-CLSD IN NORMAL (SPDT) RD = ZEN1598825 BIN LOCATION : A	1	0	1	1

SHIPPER PER	AGENT PER	TRAILER NO.	PREPARED BY:
000000	000000		

GENERAL ELECTRIC CO
830 W. 4th STREET
CHICAGO, IL 60609

OLD TO: LIGENT SWITCHGEAR 8

LLC
4955 MARCONI
ALPHARETTA GA 30005

J51ZEN

SHIP TO:

CASHMAN EQUIPMENT CO
3200 SAINT ROSE PARKWAY
PH. 708-637-5017
HENDERSON NV 89052

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH

PS-10-0577 NEW CITY HALL
MARK FOR LV CITY HALL

SPECIAL MARKINGS/INSTRUCTIONS
GROUND
PREPAY-ALLOW

CUSTOMER ID.	REQUISITION NUMBER	PO DATE	PRO NUMBER	VIA	DATE PREPARED	PAGE
1314406	5052184	08/16/10			09/09/10	7 OF

LINE	ITEM	CATALOG NUMBER	QUANTITY	UNIT	DESCRIPTION	UFC/ITEM NUMBER	CARTON COUNT	QTY ORDERED	QTY SHIPPED
003-02	ZED0000SB		1	0	1	0	1	0	1
003-01	ZVC70		1	0	1	0	1	0	1
003-00	ZTS000000120F		1	0	1	0	1	0	1
004-00	ISOFTGSTDG		1	0	1	0	1	0	1

PREPARED BY	TRAILER NO.	SHIPPER PER	AGENT PER	CARRIER	TRANS
		20		CENTRAL	

PRINT PAGE 8

J54-10
JA 0003970

GENERAL ELECTRIC CO
830 W. 4 STREET
CHICAGO, IL 60609

DELIVER TO: INTELLIGENT SWITCHGEAR CO

LLC
4955 MARCONI
ALPHARETTA GA 30005

JS12EN

SHIP TO:

CASHMAN EQUIPMENT CO
3300 SAINT ROSE PARKWAY
PH. 702-639-5017
HENDERSON NV 89052

NUMBER	WEIGHT
LOOSE PIECES	
PALLETS	
TOTAL	

SHIPPED WITH

PO: 10-0277 NEW SPECIAL MARKINGS/INSTRUCTIONS
MARK FOR LV CITY HALL

GROUND
PREPAY-ALLOW

FRIGHT TERMS

PO NUMBER
052184

BILL OF LADING NO.
ZEN0153620

CUSTOMER I.D.
1314406

REQUISITION NUMBER
\$052184

P.O. DATE
08/16/10

PRO NUMBER
09/09/10

VIA

DATE PREPARED
09/09/10

PAGE
8

OF
8

LINE NO. ITEM CATALOG NUMBER

PRODUCT DESCRIPTION

UPO / EAN ITEM NUMBER

CARTON COUNT

QTY. ORDERED

QTY. SHIPPED

SHIPPER PER
00

AGENT PER
CENTRAL TRANSP

CTHT

TRAILER NO.

PREPARED BY:

NOTED AND ADV

Cashman Equipment

3300 St Rose Parkway
Henderson, NV 89062
702-649-8777 fax 702-639-5090



POWER SOLUTIONS

Purchase Order No. 10-040

PURCHASE ORDER

Vendor		Ship To	
Name	ISO POWERLYNX	Name	CASHMAN EQUIPMENT CO
Address		Address	TBD
City		City	
Phone		ATTN:	702-639-5017

Qty	Units	Description	Unit Price	TOTAL
1	EA	SWITCHGEAR POWERLYNX 3000	\$230,000.00	\$230,000.00
-1	EA	LEVEL 1 START UP DEDUCT	\$4,000.00	(\$4,000.00)
PER YOUR QUOTE #014499				
LV CITY HALL				
PLEASE RELEASE				
PLC PLATFORM				
SHIPMENT 12/2010				
SubTotal				\$226,000.00
Shipping & Handling				
Taxes State				
TOTAL				\$226,000.00

Payment Details

☐ CHARGE
☐ Cash
☒ Account No.
☐ Credit Card

Name _____
 CC # _____
 Exp Date _____

Shipping Date _____

Approval _____

Date 08/11/2010
 Order No _____
 Sales Rep _____
 Ship Via _____

Notes/Remarks _____

Emailed 8/11/10

OLD DOMINION FREIGHT LINE, INC. (ODFL)

PO BOX 198475 - ATLANTA, GA 30384-8475 USA
(336) 889-5000 Visit us at .ODFL.COM



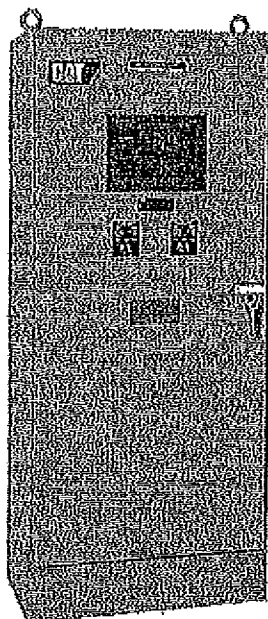
1		VGS		ATL	NS	NS		12/30/10		DUP	DR
483113		12/23/10		7772037676							
MOHAVE ELECTRIC 518 1ST ST LAS VEGAS NV 89101 CHRIS MEEKS				Dest I/L Car		EATON CORP 4955 MARCONI DR ALPHARETTA GA 30005 ACCTS PAYABLE				Page No 1	
77720376761										JAM DW	
HANDLING UNITS: 1 OF TYPE SKID HAZARDOUS MATERIALS BATTERIES FILLED W/ ALKALI 8 UN 2795 GP III QTY 2 M12 V40 AH BATTS * In case of spill or accident cont 678 794 4999 BECKY BERRY FUEL INCREASE ODFL VGS PHONE (702)-643-7883											
C.O.D.										CONTD.	
RECEIVED IN GOOD CONDITION EXCEPT AS NOTED By: <i>[Signature]</i> Company: _____ Date: _____ Seal # (if Applicable) _____											
Driver: _____ ☐ Inside Delivery ☐ Residential Delivery ☐ Lift Gate ☐ Other _____ ☐ Sort & Seg - Pieces _____ ☒ Shrink Wrap Intact Unless Otherwise Indicated CASH ☐ CHK ☐ CHG ☐ Pos. Del'd _____ Date Del'd _____ COPY ORIGINAL FREIGHT											

OLD DOMINION FREIGHT LINE, INC. (ODFL)

PO BOX 198475 - ATLANTA, GA 30384-8475 USA
(336) 889-5000 Visit us at .ODFL.COM



1		VGS		ATL	NS	NS		12/30/10		DUP	DR
483113		12/23/10		7772037676							
MOHAVE ELECTRIC 518 1ST ST LAS VEGAS NV 89101 CHRIS MEEKS				Dest I/L Car		EATON CORP 4955 MARCONI DR ALPHARETTA GA 30005 ACCTS PAYABLE				Page No 2	
77720376761										JAM DW	
ODFL VGS TOLL-FREE (866)-888-0335 LOAD# NS CONSIGNEE PHONE#: 702 798 2970 CONSIGNEE PHONE#: CHRIS MEIERS FOR WESTERN CANADA-BC, AB, SK, MB, YK, MW, NT PHONE#: (604)581-1126 OR (866)797-4987											
C.O.D.										O	
RECEIVED IN GOOD CONDITION EXCEPT AS NOTED By: _____ Company: _____ Date: _____ Seal # (if Applicable) _____											
Driver: _____ ☐ Inside Delivery ☐ Residential Delivery ☐ Lift Gate ☐ Other _____ ☐ Sort & Seg _____ ☒ Shrink Wrap Intact Unless Otherwise Indicated CASH ☐ CHK ☐ CHG ☐ Pos. Del'd _____ Date Del'd _____ J54-133 JA 0000973											



ENGINE PARALLELING AND INTEGRATION CONTROL

The Engine Paralleling and Integration Control (EPIC) is a free standing remote mounted system that is an alternative to switchgear mounted controls and is designed for low voltage applications from 208V through 480V.

The EPIC system eliminates the need for traditional hard-wired components such as synchronizers, power factor controllers, load share modules, cross-current compensation devices, annunciators, switches and meters by replacing them with the industry proven EMCP 3.S dedicated controller and color touch screen interface. Simple configuration screens allow for easy setup, installation and startup by your local Cat dealer.

MASTER CONTROL PANEL

The Master Control Panel operates and controls two Cat engine-generators and their electrically operated circuit breakers. The modular design allows for an additional eight EPIC Generator Control Panels to be added to the system. For systems that require paralleling to the utility grid, an EPIC Utility Control Panel may also be added to the system.

FEATURES

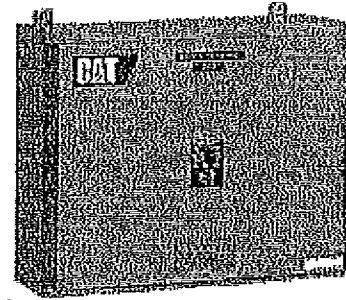
- Controls Two Cat Generator Sets and Breakers
- EMCP 3.S Generator Controller
- Circuit Breaker Control Switch
- Circuit Breaker Closed Indicator – Red LED
- Circuit Breaker Opened Indicator – Green LED
- Horn and Silence Button
- Easy Connectivity to Generator Mounted Electrically Operated Circuit Breaker or Freestanding Switchgear with Electrically Operated Breaker
- High Speed Ethernet Supervisory Network
- Redundant Master Technology
- Bumpless Backup of Master Control Functions
- System and Generator Parameter Monitoring
- Password Protection for Critical Settings
- Generator Set Control and Protective Functions

- Automatic Start/Stop
- Automatic Load and VAR Sharing
- Automatic "Dead Bus" Coordination
- Automatic Power Factor Control When in Parallel with Utility Power
- Programmable Load Shed / Load Add Functions
- 12 Inch Graphical Color Touch Screen (HMI) Display
- Step By Step User Configuration
- Simple Set Up
- Intuitive Operation
- System Voltage Configurable from 208V to 480V
- Comprehensive Documentation
- Caterpillar Warranty and Support
- Free Standing Control Enclosure

GENERATOR CONTROL PANEL

FEATURES

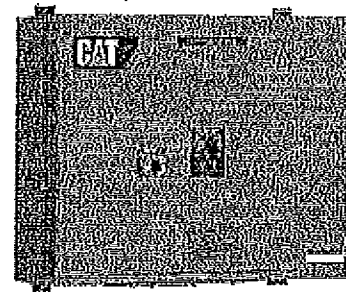
- Controls One Cat Generator Set and Breaker
- Additional Panels May be Added to Control Generators 3 - 10
- EMCP 3.S Generator Controller
- Engine-Generator Control Protective Functions
- Circuit Breaker Control Switch
- Circuit Breaker Closed Indicator -- Red LED
- Circuit Breaker Opened Indicator -- Green LED
- Wall Mount Enclosure



UTILITY CONTROL PANEL

FEATURES

- Controls One Utility Main / Breaker per System
- EMCP 3.S Utility Controller
- Closed Transition Soft Transfer and Utility Control for One Low Voltage Circuit Breaker
- Utility Control and Protective Functions
- Circuit Breaker Control Switch
- Circuit Breaker Closed Indicator -- Red LED
- Circuit Breaker Opened Indicator -- Green LED
- Utility Close Lockout Switch
- Wall Mount Enclosure



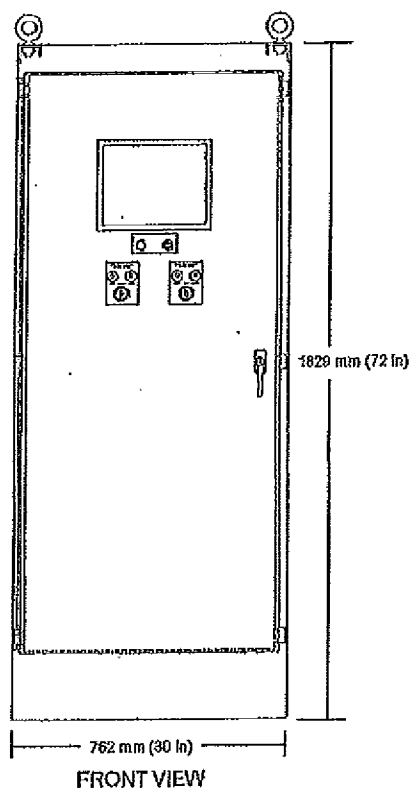
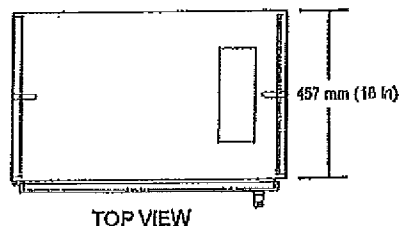
FUNCTIONAL DESCRIPTION SPECIFICATION

Generator Set Compatibility (EPNA)	
Generator Set Range	C9-C32
Quantity	2 - 10 Generator Sets
Voltage and Frequency	208V - 480V, 50/60Hz
System Control Voltage	
Circuit Breaker Control	Up to 600VAC / 24VDC (20 Amps)
Voltage (Current Rating)	Up to 125VDC (10 Amps)
EPIC Controls Nominal	24VDC
EPIC Controls Range	8-40VDC
Environmental Parameters	
Vibration	1.04 G (rms)
Shock	40 G, 11 msec (saw tooth pulse)
Humidity	95% Non-Condensing
Operating Temperature	0°C to 55°C
Storage Temperature	-20°C to +60°C
Master Control Panel Sealing	NEMA 12
Generator Protective Functions	
Relaying	15/25, 27/59, 81 O/U, 32, 40, 90 (exceeds Industrial Grade)
Metering	V, A, PF, kVAR, kW, Hz, kWhr, kVarH
Accuracy	Voltage L-L, Current, Frequency (0.5%), Power, kW Power Factor, kVAR (1%)
Utility Protective Functions	
Relaying	15/25, 27/59, 81 O/U, 32, 47 (exceeds Industrial Grade)
Metering	Voltage L-L, Current, Frequency (0.5%), Power, kW Power Factor, kVAR, (1%)
Options	
Supplemental Hardware 25 Relay (Synch Check)	Synchronization Protection for the Synchronizing Circuit Breaker
Data Table Interface (DTI)	Monitoring of all System Parameters via Modbus / Modbus TCP
Load Demand Functions	Generator Demand Priority
EPIC Generator Control Panel	Provides Synchronization and Control for 1 Remote Generator
EPIC Utility Control Panel	Provides Closed Transition and Utility Control for 1 Remote Utility Circuit Breaker
Generator/Utility Breaker Requirements	
Primary Fusing for each Source and Bus 3 Phase Voltage Source	
3 Current Transformers with Local C.T. Shorting Block for each Source	
Source Circuit Breaker with Integral Short Circuit Protection	
Control Power Fusing and Wiring for Charging and Operating the Circuit Breaker	
Auxiliary Contacts (1A&1B)	
Bell Alarm Contact	
Maximum 12 Cycle Generator Circuit Breaker Open / Close	
Utility 5 Cycle Circuit Breaker	

SWITCHGEAR



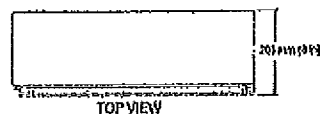
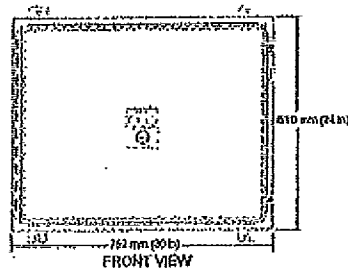
Enclosure Dimensions & Weights	
Master Control Panel	72H x 30W x 18D Inches , 250 lbs.
	Top or Bottom Conduit Access, Free Standing
Generator / Utility Control Panels	24H x 30W x 8D Inches, 74 lbs.
	Bottom Conduit Access, Wall Mount



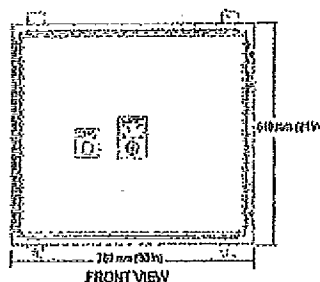
Master Control Panel



Generator Control Panel



Utility Control Panel



Information contained in this publication may be considered confidential. Discretion is recommended when distributing. Materials and specifications are subject to change without notice. CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

www.Cat-ElectricPower.com

©2009 Caterpillar
All Rights Reserved
Printed in U.S.A.

LEHE0070-01 (10-09)

J54-137
JA 0003857

As SHIPPED SYC00684-ENGINE (G6B00270)-GENERATOR (SXC00826)-
GENSET**JANUARY 07, 2010**For Help Desk Phone Numbers [Click here](#)

Sales Model: C32 Invoice Number: GB 579022 Dealer: E310 S.O. Number: CFFCM00 Build Date: 2006-10-11

Feature Codes

Reference Number	Eng	Chg	Quantity	ASM	LESS	Set Type	Description
C32DE06	F		1	I			C32, 60HZ, 1800RPM PGS 06
EMCP32A	F		1	I			EMCP 3.2 CONTROL PANEL-DEL
UIPBRHS	F		1	I			CONTROL PANEL MOUNTING - RH
CUSTCNB	F		1	I			CUSTOMER CONNECTION MTG - REAR
CT20006	F		1	I			CURRENT TRANSF., 2000:5 RATIO
JWHWP08	F		1	I			JWH WITH PUMP 208/240V
PES3B1B	F		1	I			CBK IEC 3P 1600A LSI BO
PCR3B0L	F		1	I			CONNECTION GROUP PCR3B0L_I
BOTCBLR	F		1	I			BOTTOM CBL ENTRY NO SHROUD STD
AUXPNLL	F		1	I			AUXILIARY PLATE MOUNTING - LH
BOTCBLB	F		1	I			BOTTOM CBL ENTRY NO SHROUD STD
BUSBL6S	F		1	I			BUS BARS NEMA 5000A LV RIGHT
CERTIFD	F		1	I			EPA & CARB NON-ROAD EMIS. CERT
NOENCPL	F		1	I			NO ENCLOSURE LEFT (STANDARD)
60H0480	F		1	I			60HZ 480 VOLTS
MSEPGGN	F		1	I			GENERAL EPG
LITENGH	F		1	S			EXTRA ENGLISH LIT (CD) (1-6)
MSCBC72	F		1	I			COMMERCIAL BUSINESSES
MWCODEF	F		1	I			STANDBY POWER
LANENGO	F		1	I			ENGLISH LANGUAGE OPTION
KW01000	F		1	I			1000 BKW W/FAN
NONULL	F		1	I			NON UL 2200 LISTED PKG GEN SET
STANDBY	F		1	I			STANDBY POWER APPLICATION

Part Numbers

Reference Number	Eng	Chg	Quantity	ASM	LESS	Set Type	Description	BreakDown
GP0621	12		1	I			C32 1000SC PKG	BreakDown...
2537904	02		1	I			GENERAL ARRANGEMENT	BreakDown...
2537557	15		1	I			C32 DITTA ENG AR-BASIC	BreakDown...
2628092	00		1	I			GENERATOR ARR-SR4B-GD	BreakDown...
2057860	08		1	I			MOUNTING GP - 17 DIGIT PIN	BreakDown...
3L0284			1	I			*****TEST - PKG GEN SET*****	BreakDown...
2600892	07		1	I			INSTALLATION AR - GENERATOR	BreakDown...
2718138	03		1	I			ADAPTER GP	BreakDown...
3L0467			1	I			TWO BEARING GEN ALIGNMENT-3500	BreakDown...
2527405	00		1	I			***** TEST - GEN ELE SYS LB *	BreakDown...

2790735	00	1	I	BATTERY CABLES	<u>BreakDown...</u>
2450000	02	1	I	BOX GP-BASIC	<u>BreakDown...</u>
2450095	01	1	I	CONTROL GP-CDVR	<u>BreakDown...</u>
2450082	01	1	I	MOUNTING GP-CDVR	<u>BreakDown...</u>
2527367	01	3	I	MOUNTING GP-PANEL	<u>BreakDown...</u>
2527409	01	1	I	MOUNTING GP-LADDER CLIPS	<u>BreakDown...</u>
2450003	04	1	I	BOX GP-SIDE EXTENSION	<u>BreakDown...</u>
2697013	02	1	I	COVER GP	<u>BreakDown...</u>
2527343	02	1	I	MOUNTING GP-BUS BAR	<u>BreakDown...</u>
2450087	04	1	I	MOUNTING GP-MAIN BOX	<u>BreakDown...</u>
2527372	01	1	I	WIRING GP-CTS	<u>BreakDown...</u>
2527418	03	1	I	WIRING GP-VOLTAGE SENSING	<u>BreakDown...</u>
2527556	00	2	I	COVER GP	<u>BreakDown...</u>
2606666	04	1	I	CONNECTION GP	<u>BreakDown...</u>
2527411	07	1	I	CONNECTION GP-GROUNDING	<u>BreakDown...</u>
2450001	00	1	I	CONSOLE GP-REAR	<u>BreakDown...</u>
2450007	01	2	I	COVER GP-SIDE	<u>BreakDown...</u>
2450023	01	1	I	COVER GP-FRONT BOX	<u>BreakDown...</u>
2450027	02	1	I	COVER GP	<u>BreakDown...</u>
2450096	00	1	I	COVER GP-SIDE EXTENSION BOTTOM	<u>BreakDown...</u>
2450025	00	1	I	COVER GP-SIDE ROOF	<u>BreakDown...</u>
2450024	00	1	I	COVER GP-MAIN ROOF	<u>BreakDown...</u>
2527700	00	1	I	PLUG	<u>BreakDown...</u>
2527396	02	1	I	INSTRUCTIONS-GOV	<u>BreakDown...</u>
2527400	01	1	I	NOTE-BUSS BAR MOUNTING	<u>BreakDown...</u>
2553436	11	1	I	RADIATOR GP	<u>BreakDown...</u>
1012844	04	29	I	COOLANT	<u>BreakDown...</u>
2742007	04	1	I	GUARD GP-BELT	<u>BreakDown...</u>
2700453	07	1	I	LINES GP-AIR	<u>BreakDown...</u>
2610653	05	1	I	LINES GP-COOLANT	<u>BreakDown...</u>
2713843	02	1	I	LINES GP-DRAIN	<u>BreakDown...</u>
2570360	06	1	I	LINES GP-AIR	<u>BreakDown...</u>
2713840	06	1	I	LINES GP-FUEL	<u>BreakDown...</u>
2713845	03	1	I	DISPOSAL GP-FUME	<u>BreakDown...</u>
2673346	04	1	I	BASE GP-ENGINE	<u>BreakDown...</u>
2563167	03	1	S	MTG GP-ENG FLEX	<u>BreakDown...</u>
5P2506	00	1	S	LITERATURE - ENGLISH	<u>BreakDown...</u>
2750030	00	1	I	COVER GP-PROT	<u>BreakDown...</u>
2750032	00	1	I	COVER GP-PROT	<u>BreakDown...</u>
2569937	01	1	I	FAN GP - BLOWER	<u>BreakDown...</u>
2701480	00	1	I	MTG GP-RAIL	<u>BreakDown...</u>
1213364	03	1	I	COOLANT LEVEL SENSOR	<u>BreakDown...</u>
2631745	01	1	I	CONNECTION GP-J	<u>BreakDown...</u>
2527438	03	1	I	COVER GP	<u>BreakDown...</u>

2812747	00	1	I	MTG GP-HARNESS	<u>BreakDown...</u>
2563170	01	1	S	MTG GP-RADIATOR	<u>BreakDown...</u>
2694149	02	1	I	DRIVE GP-FAN	<u>BreakDown...</u>
2956925	01	1	I	BATTERY GP-C32	<u>BreakDown...</u>
2956926	00	1	I	SUPPORT GP-C32	<u>BreakDown...</u>
GZ0698	01	1	I	EMCP3.2 COMMON ENGINE INTERFAC	<u>BreakDown...</u>
2830010	01	1	I	CONT GP-B	<u>BreakDown...</u>
2546314	03	1	I	ELEK GP	<u>BreakDown...</u>
2631744	03	1	I	BOX GP-ELEK	<u>BreakDown...</u>
2449655	01	1	I	INSTRUCTIONS (REGISTER LIST)	<u>BreakDown...</u>
GC2929	00	1	I	CONTROL PANEL MOUNTING BUI-RH	<u>BreakDown...</u>
2527391	00	1	I	INSTRUCTIONS	<u>BreakDown...</u>
GC2934	00	1	I	CUSTOMER CONNECTION	<u>BreakDown...</u>
2527395	00	1	I	INSTRUCTIONS	<u>BreakDown...</u>
GC2900	00	1	I	Mounting Gp-CT (2000:5)	<u>BreakDown...</u>
2527329	03	1	I	MTG GP-TRANSFORMER	<u>BreakDown...</u>
GP0636	02	1	I	JW HEATER, 9kW, 240/227V	<u>BreakDown...</u>
2759901	04	1	I	WIRING GP	<u>BreakDown...</u>
2922540	03	1	I	HEATER GP-JW	<u>BreakDown...</u>
GC2581	02	1	I	CBK IEC 3P 1600A LSI BO	<u>BreakDown...</u>
2449772	02	1	I	BREAKER AS	<u>BreakDown...</u>
2527495	04	1	I	PANEL GP	<u>BreakDown...</u>
2527606	02	1	I	BUS GP-3P	<u>BreakDown...</u>
2747196	02	1	I	BAR GP-NEUTRAL	<u>BreakDown...</u>
2527468	01	1	I	COVER GP	<u>BreakDown...</u>
2527646	01	1	I	COVER GP	<u>BreakDown...</u>
2450002	02	1	I	BOX-GP-REAR EXT	<u>BreakDown...</u>
2450097	00	1	I	COVER GP	<u>BreakDown...</u>
2450026	00	1	I	COVER GP	<u>BreakDown...</u>
2527401	02	1	I	INSTRUCTIONS-BUS	<u>BreakDown...</u>
2527555	03	1	I	WIRING GP	<u>BreakDown...</u>
2527554	01	1	I	WIRING GP	<u>BreakDown...</u>
2527350	00	1	I	MTG GP-REAR BOX	<u>BreakDown...</u>
GC3063	02	1	I	POWER CONNECTION	<u>BreakDown...</u>
2718977	02	1	I	INSTRUCTION	<u>BreakDown...</u>
2527602	02	12	I	WIRING GP	<u>BreakDown...</u>
2726578	05	18	I	CONNECTION GP	<u>BreakDown...</u>
2846651	00	1	I	CONNECTION GP	<u>BreakDown...</u>
GC2501	01	1	I	BOTTOM CABLE ENTRY (NO SHROUD)	<u>BreakDown...</u>
2527502	04	2	I	INSTRUCTIONS-AIR	<u>BreakDown...</u>
GC2508	01	1	I	BOTTOM CABLE ENTRY (NO SHROUD)	<u>BreakDown...</u>
5N9597		1	I	60HZ 480 VOLTS	<u>BreakDown...</u>
0V1065		1	I	GENERAL EPG	<u>BreakDown...</u>
				EXTRA LITERATURE -	

0P9715		1	S	ENGLISH	BreakDown...
PP5508	00	1	I	1502 BHP 1042 GEN KW WOF 60 HZ	BreakDown...
-0K6255	00	1	I	1120 BKW (1502 BHP) @ 1800 RPM	BreakDown...
CA0866	07	1	I	ENGLISH LANGUAGE OPTION	BreakDown...
0V2329		1	I	PRODUCTION CORRECTION	BreakDown...
2737402	00	1	I L	CONNECTION GP	BreakDown...

Ship Loose

Reference Number	Eng Chg	Quantity	ASM LESS	Set Type	Description	BreakDown
		6	S			BreakDown...
ESO		1	S		(PRNT ESO COPY)	BreakDown...
PML		1	S		*REQUIRED DECALS	BreakDown...
6L4502		1	S		PROD MARKING SYS	BreakDown...
8T4121		6	S		WASHER-HARD	BreakDown...
8T4131		6	S		NUT	BreakDown...
8T4133		2	S		NUT	BreakDown...
8T4136		2	S		BOLT	BreakDown...
8T4191		2	S		BOLT	BreakDown...
1648955		1	S		PLATE	BreakDown...
1687790		6	S		BOLT-HEX HEAD	BreakDown...
1771452		6	S		WASHER-HARD	BreakDown...
2041070		5	S		CLIP-LOOP	BreakDown...
2094581		1	S		CLAMP-TBOLT	BreakDown...
2563167		1	S		MTG GP-ENG FLEX	BreakDown...
2563170		1	S		MTG GP-RADIATOR	BreakDown...
2592174		6	S		MOUNT-ISOLATOR	BreakDown...
2713845		1	S		DISPOSAL GP-PUME	BreakDown...
2860723		1	S		HOSE	BreakDown...
SEBP4326		2	S		PTSBK	BreakDown...
SEBU6251		2	S		LUBE	BreakDown...
SEBU8088		2	S		OMM	BreakDown...
SELF5397		2	S		WARRANTY	BreakDown...
SEBP4326		2	S		PTSCD	BreakDown...

Caterpillar Confidential: Green
 Content Owner: Shane Gillies
 Web Master(s): [PSG Web Based Systems Support](#)
 Current Date: Thursday, January 07, 2010 10:15:15 AM
 © Caterpillar Inc. 2010 All Rights Reserved.
[Data Privacy Statement](#)

CATERPILLAR® Caterpillar Generator Switchgear Products Caterpillar Automatic Transfer Switches

Factory Proposal Fax Cover Sheet

DATE: March 2, 2010

TO: Kim Symons
Kim_Symons@cashmanequipment.com
COMPANY: Cashman Equipment Company

PHONE: 702-326-6596
FAX:

FROM: Mike Sever – Regional Sales Manager
DJ Berry – Inside Sales Engineer
Please send all Purchase Orders to ->

PHONE: 949-363-6514
678-746-5009
FAX: 770-458-5037

RE: NEW CITY HALL
QUOTE # 014499 (REV 2)
Number of pages including cover sheet: 17

DEALER STARTUP RESPONSIBILITIES AND OPTIONS:.....	2
START UP DELAYS:	3
ON SITE PROJECT MANAGER (OPTIONAL-PRICED UPON REQUEST):	3
COORDINATION STUDIES:.....	3
PRICE, DELIVERY and TERMS & CONDITIONS:	4
ENGINE INTERFACE NOTE:	5
CATERPILLAR SWITCHGEAR using POWERLYNX® 2000:	5
LAYOUT DRAWINGS:	6
CATERPILLAR SWITCHGEAR POWER ASSEMBLY:	7
CATERPILLAR SWITCHGEAR CONTROLS:	10
MANUAL PARALLELING FEATURE:	12
HMI SCREEN LISTING:	12
HIGH RELIABILITY FEATURES:	13
ADDITIONAL ITEMS:	13
SPARE PARTS:	13
SEQUENCE of OPERATIONS:	13
GENERAL NOTES AND CLARIFICATIONS:	14
PROJECT CLARIFICATIONS, DEVIATIONS & EXCEPTIONS:	16

Thank You for the opportunity to quote this project.

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

DEALER STARTUP RESPONSIBILITIES AND OPTIONS:

Our Base price excludes the preliminary startup inspection. The dealer must perform a preliminary startup inspection and completion of the pre-startup checklist. If this function is to be performed by the Caterpillar Switchgear Organization, please **ADD \$3,700.00**.

Base price includes the Caterpillar Switchgear Organization performing Level 1 responsibilities and completion of the Level 1 startup checklist. If the dealer wishes to perform these functions, please **DEDUCT \$4,000.00**.

The dealer must be EMCP 3.S Level 1 Qualified at time of order entry to qualify for this deduct. If the dealer is not qualified at time of order entry but achieves certification prior to startup commencing, compensation for this can be arranged by the Caterpillar Switchgear startup project manager.

Base price includes the Caterpillar Switchgear Organization performing Level 2 responsibilities and completion of the Level 2 startup checklist.

Our Base price includes the post startup training as part of Level 2 responsibilities. The training will occur immediately following Level 2 startup on the same trip. If this function is to be performed by the Caterpillar Switchgear Organization, and occur at a later date in the same calendar year, please **ADD \$1,150.00** per trip.

Our Base price includes the Data Table Interface startup as part of Level 2 responsibilities. The startup will occur during Level 2 startup on the same trip. If this function is to be performed by the Caterpillar Switchgear Organization, and occur at a later date in the same calendar year, please **ADD \$1,450.00** per trip.

START UP DELAYS:

Delays incurred on site by ISO due to third party vendor performance, equipment delivery, coordination studies, permits, or other necessary documentation will be billed at ISO's published rates of \$160.00 per hour for hours normal working hours; \$240.00 per hour for overtime and Saturdays; \$300.00 per hour for Sunday's and Holidays. Expenses will be invoice at cost plus 35%. Mileage will be calculated at \$2.00 per mile to and from jobsite. An international rate of \$300.00 per hour may be assessed when projects are located outside of the continental United States. Scheduling delays incurred by ISO prior to travel will not result in additional cost to the customer should no additional cost be incurred by ISO due to changes in travel arrangements. Any cancellation fees may be invoiced to the customer at cost plus 35%. All work that is rescheduled is subject to availability of personnel at the time of cancellation.

ON SITE PROJECT MANAGER (OPTIONAL-PRICED UPON REQUEST):

Since the Paralleling Switchgear lies at the heart of the total electrical system design due to multiple vendors being connected via the paralleling switchgear, we believe it is prudent to utilize our services to integrate the peripheral equipment more effectively and efficiently.

Upon request, ISO will offer a priced proposal to meet these requirements. This will include an On Site Project Manager to assist our partners in streamlining the installation; start up; and commissioning process. The On Site Project Manager will be responsible for successful project execution in regards to ISO's scope and timeline.

As an additional option ISO can assume the dealer's scope and timeline (Dealer scope is not included in this proposal). From the time the product is scheduled to arrive on site our OSPM will assist Cashman Equipment Company assigned PM with scheduling, risk mitigation and project close out. The tasks will include scheduled report outs on project status: Open Items, Scope Variances, Ownership, and Due Dates. During the close out a final report will be submitted to Cashman Equipment Company that will obtain the project history, service reports, As Built Drawings, Operators Manual, and final O&M.

After project close out our OSPM can be available for assistance, consultation or Cashman Equipment Company Project Management Training at published Time and Material rates.

COORDINATION STUDIES:

Unless stated otherwise ISO's base bid does not include the coordination study. This study should be completed three weeks prior to equipment shipping from the factory. At minimum the coordination study should include the following:

- Utility Protectives
- Tie Protectives
- Distribution Protectives
- Generator Protectives:

Additionally the coordination study shall be provided to ISO, in it's associated protective relay file, should they be used.

For instance if GE Multilin relays are offered on a project, the coordination study should come in the GE Multilin Software file to ISO.

Failure to provide the coordination study at shipment could result in additional cost.

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

PRICE, DELIVERY and TERMS & CONDITIONS:

Our quote for the standard Caterpillar switchgear lineup with PowerLynx® 2000 technology is as follows:

Base Bid Switchgear

Price \$230,000.00 USD Dealer Net

Terms: Firm for 30 days, Net 30 days from date of shipment, FOB ISO factory dock, freight included, subject to current ISO Standard Terms and Conditions of Sale document.

Our Ready To Ship on this NEMA 1 product is currently running approximately **16 to 22 weeks** after approval, fabrication release and complete project information has been provided. If standard submittal drawings are required for approval please add **5 to 6 weeks** for drawings plus your expected submittal approval cycle time. If production (full wiring) submittal drawings are required for approval please add **7 to 9 weeks** for drawings plus your expected submittal approval cycle time. Actual delivery schedule will be confirmed at date of fabrication release with all required information.

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30006
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products Caterpillar Automatic Transfer Switches

ENGINE INTERFACE NOTE:

The ability to fulfill this offer is dependant on the dealer's support with regard to the supply of complete generator set data, including all ESO's, serial numbers or shop drawings for new and existing equipment (as applicable). Failure to supply this data at the time of order entry will result in delays in our ability to deliver the equipment and may impact the price quoted herein. The control and annunciation is based on the following engine series being supplied (Gas or Diesel). The annunciation and metering provided, via the HMI display system, is based on available information from the EMCP, Control Module, Speed Controller & Control Panel. Thank you, in advance, for your cooperation in this matter.

C32 Series Diesel Engine Generators:

The CAT C32 series diesel engine generator should be priced to include the following, for proper interface to Caterpillar Switchgear:

- EMCP 3.3 Control Panel
- ADEM A4 Engine Control Module (Speed Controller).
- CDVR Voltage Regulator.
- Communications will be via Modbus RTU.
- One (1) PWM speed brick per generator (provided by CAT Switchgear).
- A Circuit Breaker Aux. Contact must be ordered if a package mounted CB is provided.

CATERPILLAR SWITCHGEAR using POWERLYNX® 2000:

Switchgear controls (2) Generators

- 1 - Master Control section with touch screen
- 2 - Generator Breakers
- 5 - Distribution Breakers

Remote Annunciator which includes:

1. All alarms required by NFPA for each generator
2. Fail to Sync
3. System Fail
4. PLC Fail
5. Low DC Bus Voltage
6. ATS Position for each ATS
7. System Auto/No Load Test/Load Test Key Operated Switch
8. Utility Main Shunt
9. Distribution Breaker Shunt
10. Emergency Stop Pushbutton

Intelligent Switchgear Organization LLC

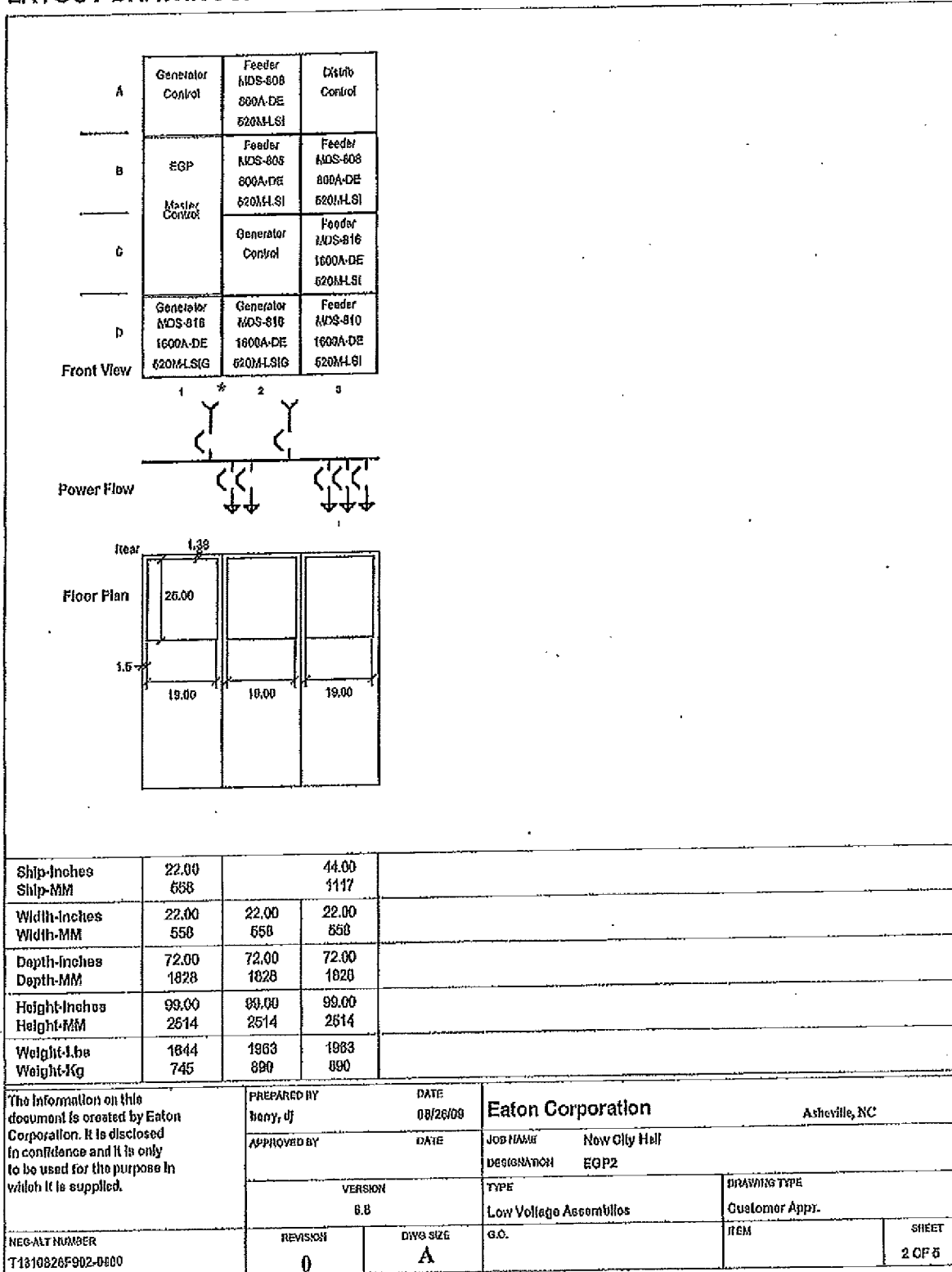
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30006
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products

Caterpillar Automatic Transfer Switches

LAYOUT DRAWINGS:



Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR SWITCHGEAR POWER ASSEMBLY:

Detailed as follows:

- 1 UL1558 Magnum DS Switchgear
Magnum Low Voltage Assemblies, NEMA1 Indoor, 480/277 wye, 4Wires, 60Hertz, Neutral 100%,
3200Amps Main bus braced for 100kA with an Integral breaker rating of 85kAIC

- 1 22in Structure 3200 Amps (Str # 1)
 - 1 NEMA1 Indoor Enclosure
 - 1 1A Cat Swgr. Generator Control Section (EMCP 3.S)
 - 1 Door with Cutouts
 - 4 Door Cutout (Per Cutout)
 - 1 Gen Controls, Metering, & Relaying
 - 1 PowerLynx® 2000 Engine-Generator Local Annunciation and Graphical Interface
 - 1 Cat EMCP 3.S Generator Automation Processor & Moving Master Technology
 - 1 Circuit Bkr Ctl Switch with Red & Green Pilot Lights
 - 1 CPTs (size as required)
 - 1 1B Cat Swgr. EGP System Master Control Section (EMCP 3.S)
 - 1 Door with Cutouts
 - 6 Door Cutout (Per Cutout)
 - 1 PowerLynx® 2000 (12") HMI Color Touchscreen and Software Interface
 - 1 System Control, Metering, & Relaying
 - 1 System Graphic 1 Line Mimic Bus Display
 - 1 PowerLynx® 2000 System Local Annunciation and Graphical Interface
 - 1 System Control I/O Module & Redundant I/O Module
 - 1 PowerLynx® 2000 Event Log
 - 1 PowerLynx® 2000 Report Generation
 - 1 1D MDS-816 Main, [D/O-E/O], 1600A Magnum DS Breaker
 - 1 Digitrip RMS 520M LSI Trip Unit
 - 1 Auxiliary Switch 2a/b
 - 1 Cell Switch 4-Form C contacts
 - 1 Standard Mechanical Lugs Included
 - 1 Bell alarm (OTS) Switch
 - 3 Metering Class, Compartment CT, 1600:6

- 1 22in Structure 3200 Amps (Str # 2)
 - 1 NEMA1 Indoor Enclosure
 - 1 2A MDS-808 Feeder, [D/O-E/O], 800A Magnum DS Breaker
 - 1 Digitrip RMS 520M LSI Trip Unit
 - 1 Cell Switch 4-Form C contacts
 - 1 Auxiliary Switch 2a/b
 - 1 Standard Mechanical Lugs Included
 - 1 Bell alarm (OTS) Switch
 - 1 2B MDS-808 Feeder, [D/O-E/O], 800A Magnum DS Breaker
 - 1 Digitrip RMS 520M LSI Trip Unit
 - 1 Cell Switch 4-Form C contacts
 - 1 Auxiliary Switch 2a/b
 - 1 Standard Mechanical Lugs Included
 - 1 Bell alarm (OTS) Switch
 - 1 2C Cat Swgr. Generator Control Section (EMCP 3.S)
 - 1 Door with Cutouts

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products

Caterpillar Automatic Transfer Switches

4		Door Cutout (Per Cutout)
1		Gen Controls, Metering, & Relaying
1		PowerLynx® 2000 Engine-Generator Local Annunciation and Graphical Interface
1		Cat EMCP 3.S Generator Automation Processor & Moving Master Technology
1		Circuit Bkr Ctl Switch with Red & Green Pilot Lights
1		CPTs (size as required)
1	2D	MDS-816 Main, [D/O-E/O], 1600A Magnum DS Breaker
1		Digtrip RMS 520M LSI Trip Unit
1		Auxiliary Switch 2a/b
1		Cell Switch 4-Form C contacts
1		Standard Mechanical Lugs Included
1		Bell alarm (OTS) Switch
3		Metering Class, Compartment CT, 1600:5
1	22in Structure 3200 Amps (Str # 3)	
1		NEMA1 Indoor Enclosure
1	3A	Cat Swgr. Distribution Control Section (EMCP 3.S)
1		Cat Swgr. Distribution Control I/O Module & Redundant I/O Module
1		CPTs (size as required)
1	3B	MDS-808 Feeder, [D/O-E/O], 800A Magnum DS Breaker
1		Digtrip RMS 520M LSI Trip Unit
1		Cell Switch 4-Form C contacts
1		Auxiliary Switch 2a/b
1		Standard Mechanical Lugs Included
1		Bell alarm (OTS) Switch
1	3C	MDS-816 Feeder, [D/O-E/O], 1600A Magnum DS Breaker
1		Digtrip RMS 520M LSI Trip Unit
1		Cell Switch 4-Form C contacts
1		Auxiliary Switch 2a/b
1		Standard Mechanical Lugs Included
1		Bell alarm (OTS) Switch
1	3D	MDS-816 Feeder, [D/O-E/O], 1600A Magnum DS Breaker
1		Digtrip RMS 520M LSI Trip Unit
1		Cell Switch 4-Form C contacts
1		Auxiliary Switch 2a/b
1		Standard Mechanical Lugs Included
1		Bell alarm (OTS) Switch
2	Seg Barriers Vertical Section	
7	Lug Booting	
3	Insulated bus (Phases Only)	
3	Seg Barriers Cable/Bus	
3	Padlockable Quarter-Turn Latches	
3	Hinged Rear Doors	
2	Service Entr. Label w/Barriers	
7	Mimic Bus Plastic (Adhesive) - 3/8" wide	
1	IBC/CBC Seismic Qualified	
7	Primary Disconnect Shutters	
1	24VDC ATR Control Voltage - Switchgear Supplied	
1	120VAC Close Control Voltage - Switchgear Supplied	
1	3200 amps (Standard - Included)	
1	Additional Shipping Splits	
1	24VDC Lights Control Voltage - Switchgear Supplied	
1	24VDC Trip Control Voltage - Switchgear Supplied	

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products Caterpillar Automatic Transfer Switches

1	120VAC Motor Control Voltage - Switchgear Supplied
1	Standard Lineup Arrangement (Included)
1	Standard Frequency Selection (Included)
1	Standard Voltage Selection (Included)
1	Overhead Breaker Lifting Device
1	UL/Warning Label Language: English Only
1	Instruction Book (Install/Maint. only)
1	Certified Test Report (Std Test)
1	Ratchet & Extension

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR SWITCHGEAR CONTROLS:

Master Control Section includes:

- PowerLynx® 2000 12" Color TFT Touch Screen
- A graphical system mimic one line that shall show each Generator and Distribution proposed with its respective circuit breaker in a one-line representation of the total system. The graphics shall utilize colored lights and digital meters while actively displaying the following information:
 - Generator Circuit Breaker Status: Open/Closed/Tripped
 - Generator Metering Volts/Amps/kW/Frequency
 - Distribution Circuit Breaker Status: Open/Closed/Tripped
 - Engine Stopped/Running/Cooldown/Pre-Alarm/Shutdown
 - Engine ECS Position Off/Auto/Manual/Cooldown
 - System Output Metering Volts/Amps/kW/Frequency
 - System Summary Alarm
- The System Metering that will graphically display 3 ϕ Voltage, 3 ϕ Current, Frequency, Power Factor, KW and KVAR.
- Standard System local Annunciation is also included.
- NFPA 110 Annunciation
- Swing Panel for manual paralleling which contains: (2) Bus Voltmeters, (2) Frequency Meters, (1) Synchroscope, (2) Synchronizing Lights
- Auto/Manual Switch

Generator Control Includes:

- Automatic Control Module (1 per generator breaker)
- Generator Metering that will graphically display: 3 ϕ Voltage, 3 ϕ Current, Frequency, Power Factor, kW, kVAR and a Synchroscope
- Generator Metering that will graphically display: Engine RPM, Engine Battery Voltage Meter, Engine Oil Pressure Gauge, Engine Coolant Temperature Gauge, Engine Running Meter, Engine Start Counter, Percent Engine Load, Local Control Switch Position
- Advanced (ADEM) Caterpillar Diesel Engine data (available over communications link):
 - Atmospheric Pressure, Boost Pressure, System Battery Voltage
 - Left Turbo Inlet Pressure, Right Turbo Inlet Pressure, Total Engine Hours
 - Filtered Engine Oil Pressure, Engine Coolant Level status. Over-speed Switch status
 - Remote Emergency Stop Actuated status, Oil Filter Pressure Differential
 - Fuel Filter Pressure Differential, Engine Coolant temperature, Right Exhaust temperature
 - Left Exhaust temperature, Crankcase Air pressure, Filtered Fuel pressure
 - Right and Left Air Filter Differential pressure, Fuel Consumption rate
- E-Stop Pushbutton (hardware)
- Protective Functions including:
 - Device 27/59 – Under/Over Voltage
 - Device 810/U – Under/Over Frequency
 - Device 40 – Loss of Excitation
 - Device 32 – Reverse Power
 - Device 25 – Synchronizing Check (Software)
 - Device 25 – Synch Check (Hardware redundant protective device)
 - Device 15 – Auto Synchronizer
 - Device 66 – Governor Load Sharing, Soft Loading Control
 - Device 90 – VAR/PF and Cross Current Compensation Controller
- Standard Engine-Generator local Annunciation is also included.
- NFPA 110 Annunciation

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4956 Marooni Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products Caterpillar Automatic Transfer Switches

- Synchronizing Switch for manual paralleling
- Mounting of customer supplied Load Share Module (LSM)

Distribution Control includes:

- Automatic Control Module(s) (provides control for Electrically Operated distribution breakers, *if included*, above)
- Distribution Breaker Status (Open, Closed)

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

MANUAL PARALLELING FEATURE:

CAT Switchgear can offer a "manual-auto" control switch (Master Mode Selector switch) which will allow the operator to select a manual mode of paralleling.

The Manual Operation Sequence is as follows: Whenever the "manual-auto" control switch is placed in the "manual" position, the engine generator power circuit breakers and synchronizing shall be operated manually. 1) The operator places the Master Control Switch (located on the master control section of the door) in "manual". 2) The generator is manually started by placing the ECS /Engine Control Switch to "manual". 3) The Operator places the synchronizing selector switch located on the associated generator door to the "on" position. This will enable the voltage meter, frequency meter, synchronizing lights and synchroscope (located on the swing panel door). 4) The Operator will adjust speed and voltage of the generator using potentiometers (located on the generator control section door). 5) When the generator is in Synch with the Bus, the Operator will close the associated generator breaker using the circuit breaker control switch. 6) Load Share modules are in the circuit to "Automatically" load share in the manual mode of operation.

HMI SCREEN LISTING:

HMI Screen Listing

- The EPS Automation shall provide the following screens. The screens shall provide all of the information, metering, control, annunciations settings and indications listed below:
 - Main Menu Screen with a complete listing of major screens.
 - System Overview Screen with a dynamic graphic display of the electrical one line.
 - System Control Screen
 - System Metering Screen with graphical presentation of all functions.
 - System Settings Screen.
 - Generator Control Screen for each generator
 - Generator Metering Screen for each generator with graphical presentation of all functions specified.
 - Generator Settings Screen.
 - Generator Demand Priority Control and Status Screen.
 - Generator Load Shed Control Screen.
 - Engine Monitoring (Engine Meter/Gauge) Screen for each generator that shall contain a graphical representation of all of the engine gauges and data specified
 - Generator Engine Air / Cool Screen.
 - Generator Engine Oil / Fuel Screen.
- Annunciator Menu Screen
 - System Annunciation Screen that shall contain all of the Status, Lamp Test and Alarm points specified.
 - Generator Annunciator Screen for each generator that shall contain: Status, Lamp Test, Pre-Alarms and Shutdown faults specified.
- Report Menu Screen
 - Generator Settings Report Screen
 - Plant Test Settings Report Screen
- Password Entry screen that shall contain a numeric keypad for password entry.
- Alarm Summary Screen that shall contain a time/date stamped System Alarm Summary.
- CAT CTS ATS Metering and Monitoring Screen
 - Status , Position Metering

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-8302

CATERPILLAR® Caterpillar Generator Switchgear Products Caterpillar Automatic Transfer Switches

HIGH RELIABILITY FEATURES:

- 24 Vdc Best Source DC System
- "Instant Auto" Selector Switch
- Moving Master Software

ADDITIONAL ITEMS:

- 1 - Standard Eaton Electrical Breaker Accessory kit
- 1 - 24VDC Sealed Battery, Rack & Charger (shipped loose for contractor to install, assemble, and connect at jobsite)
- 2 - Operations & Maintenance Manual provided after site startup is complete (additional copies and/or CD can be provided at additional cost)
- 6 - Submittal binders & 2 CD copy of submittal package (additional copies can be provided at additional cost)
- 1 - Intelligent Switchgear Org. Standard Manufacturer's Two Year Warranty (30 months after shipment or 24 months after startup, whichever occurs first.)
- 1 - Day of customer witness testing. All expenses excluded and must be provided by others.
- 1 - Remote Notification: Emailing, Paging, (3) Telephone, plus Premium Voice (Win 911)
- 1 - Data Table Gateway PLC
 - o Communications Protocol
 - Modbus RTU
 - Modbus TCP/IP

SPARE PARTS:

- 1 - Control Relay – Each Type Used
- 10 - Fuses – Each Type Used

SEQUENCE of OPERATIONS:

A review, approval and complete sequence of operations must be submitted, by the customer, before or at the time of order placement.

Per Specification: Section 263500 – Generator Power Paralleling Switchgear, dated: July 2, 2009

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marooni Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

GENERAL NOTES AND CLARIFICATIONS:

1. The Quotation above is based on the Caterpillar Switchgear standard product offering.
2. The equipment provided will be factory tested to assure proper operation of components and verification of internal wiring. Testing will include complete simulated operation with regard to metering, protective relay operation, and system operating modes.
3. This proposal includes NEMA 1 Caterpillar Switchgear and controls to be installed in an environment maintaining an ambient temperature between 35°F min and 120°F max, with a maximum of 95% relative humidity (non-condensing). Note, ANSI/UL Switchgear bus ratings are calculated based on the ANSI standards at a maximum ambient air temperature of 40 deg C. Derating may be required based on ~~ambient~~ air temperature and/or altitude.
4. If this equipment is installed in an outdoor enclosure (by others), the enclosure must include heater with thermostat and humidistat, and an exhaust fan with thermostat and in territories with higher heat indexes, an air conditioning system is required. The exterior should be painted a light color, and designed to maintain an interior temperature between 35°F min and 120°F max, with a maximum of 95% relative humidity (non-condensing). Note, ANSI/UL Switchgear bus ratings are calculated based on the ANSI standards at a maximum ambient air temperature of 40 deg C. Derating may be required based on ambient air temperature and/or altitude.
5. Control power is provided by a 24V best source DC system utilizing a 24VDC station battery, and the 24VDC Engine cranking batteries. 24VDC station battery and charger require one 20A 120VAC dedicated emergency circuit will be required to be furnished by others.
6. Customer is responsible for providing all protection setpoints (genset controllers, utility inertia relay and breakers trip units) and these values will be entered on all protective devices. All protective relay setpoints should be provided with the release of the project for manufacturing to have setpoints entered at the factory. These setpoints are calculated by means of a short circuit and coordination study, which can be provided by Eaton Engineering Services or a Third Party Engineer. If not provided with released order, setpoints must be provided at least two weeks prior to Start-Up date to avoid on-site commissioning delays and charges.
7. Commissioning of Switchgear Power Assembly is the responsibility of the installing contractor, this includes but is not limited to Tightening Shipping Spills to proper Torque level, Megging the Main Bus in LVA Gear, HI Potting the Main Bus in MVA Gear per the manufacturer's recommended instructions. The installing contractor is required to insure the equipment is ready to be energized.
8. This proposal is based on the specific overcurrent protective device frame sizes shown on the contract drawings unless specifically listed otherwise in our Bill of Material. Where only circuit breaker trip sizes and/or fuse sizes are shown on the contract drawings, the quotation is based on the minimum frame size breaker or fusible switch which can accommodate those trip sizes/fuse sizes unless specifically listed otherwise in our Bill of Material. Protective devices will have short circuit interrupting ratings as indicated in the contract documents unless specifically listed otherwise in our Bill of Material.

Where Selective Coordination requirements are specified in the contract documents or are required by the legally adopted version of the National Electrical Code or other codes, a short circuit study indicating the fault current at each bus and a selective coordination study is required. If the short circuit/coordination study is performed (via EATON Corporation, the scope of work and price will be included in the proposal. The study will determine if there are any situations or devices which do not comply with selective coordination requirements of the legally adopted version of the National Electric Code. It is the project design engineer's responsibility to propose changes needed for upgrading of protective device type or frame size to meet Selective Coordination requirements. If desired, at an appropriate price addition, assistance may be provided to the design engineer in developing the most economically feasible changes to the design and/or equipment to meet code requirements. These upgraded changes in type or frame size will only be supplied at an appropriate price increase.

Notes:

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products Caterpillar Automatic Transfer Switches

- 1) *This proposal does not assume responsibility for any costs associated with required additional physical space, additional equipment, or extra installation requirements because of the increased size or required extra equipment."*
- 2) *The requirement for mandated selective coordination per 2005 NEC may substantially increase the arc-flash energy available at the various places of electrical equipment. An Arc-Flash study to determine the procedures and Personal Protective Equipment required is strongly recommended for personnel safety. This Arc-Flash study can be provided (via Eaton Corporation) at additional cost.*
9. *Additional equipment required for startup, including but not limited to Load Banks, Isolation transformers, etc. are to be provided by others. These or any other items required for startup, are not in ISO's scope of supply.*
10. *The system, as described above, is designed for paralleling Caterpillar Switchgear monitored and controlled equipments only. Provisions have not been included for parallel operations with any other equipment.*

Intelligent Switchgear Organization LLC
A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30006
(770) 442-9442 • Fax: (770) 664-6302

PROJECT CLARIFICATIONS, DEVIATIONS & EXCEPTIONS:

This proposal is based upon Specification; Section 263500 – Generator Power Paralleling Switchgear, dated July 2, 2009 and a one-line drawing. General exception has been taken to any other specification and drawings not available at the time of quotation. Equipment supplied will be limited to that described in this proposal. If something, other than the equipment described in this proposal is required, please consult the factory for a re-quote as pricing may be affected.

Section 262500 - Generator Power Paralleling Switchgear
Dated: July 2, 2009

1.01.C	Clarification	The coordination study is not in CAT ISO's scope of supply and must be provided by others.
1.02.B	Deviation	Section 263213 - Generators was not provided and is not in CAT ISO's scope of supply and must be provided by others.
1.02.C	Deviation	Section 260673 - Overcurrent Protective Devices Coordination Study was not provided and is not in CAT ISO's scope of supply and must be provided by others.
2.05.D	Clarification	All control wiring will be 14ga SIS.
2.09.A	Deviation	Standard nameplates will be offered and will be Black Phenolic with White Lettering.
2.12.A.3	Deviation	A touch screen processor only comes with our PowerLynx 3000 software and touch screen.
2.14	Deviation	Caterpillar Switchgear does not use Programmable Logic Controllers (PLCs) in its control architecture. For automated control functions, the Caterpillar EMCP 3.S controller is used. This controller has been designed and built by Caterpillar to provide optimal controls performance for Caterpillar Engine-Generator Sets. The dedicated EMCP 3.S controller offers faster response, tighter control, improved environmental specifications, and increase reliability over generalized automation control products such as PLCs. System being offered is an EGP system with generator and distribution circuit breakers only, therefore no monitoring of a utility or tie is included.
2.14.M	Deviation	Trending is only available with PowerLynx 3000
2.17.D.1.b	Exception	It is not standard practice nor required for an 86 Lockout Relay to be located on the distribution circuit breakers, therefore they are not included.
2.18.B.4	Exception	System being offered is an EGP system with generator and distribution circuit breakers only, therefore no utility alarms will be included.
2.21.C.3	Exception	CAT ISO's EMCP 3.S controls include a controller with an integral transducer, therefore a spare transducer is not being offered.
3.01.E.2	Exception	CAT ISO is offering (1) day of customer witness testing. "All" expenses (travel and otherwise) must be provided by others, as they are NOT included within this offering.
3.02	Exception	Not in CAT ISO's scope of supply and will be provided by others.
3.04.A	Clarification	Training will follow the Level 2 startup and will be conducted at the job site.
3.05	Exception	Not in CAT ISO's scope of supply and will be provided by others.

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

CATERPILLAR® Caterpillar Generator Switchgear Products
Caterpillar Automatic Transfer Switches

One-Line Drawing

CAT ISO is offering 3200 Amp main bus in lieu of the 3000 Amp main bus requested.

Intelligent Switchgear Organization LLC

A Caterpillar Electric Power Business

4955 Marconi Drive • Alpharetta, GA 30005
(770) 442-9442 • Fax: (770) 664-6302

BILL OF MATERIALS

<i>Item</i>	<i>Qty.</i>	<i>Description</i>
A	1 Lot	500 KVA/450 KW UPS Input: 480 VAC, 3 Ph., 3 Wire + Grd. Output: 480/277 VAC, 4 Wire + Grd. Bypass: 480/277 VAC, 4 Wire + Grd. Part #: M98AE-50024-44B00 Dimensions: 114.2" W x 37.4" D x 79.7" H Weight: 6,930 lbs.
B	4 ea.	Battery System to provide 18 Minutes Backup Part Number: 1MCA-40P150B4 Dimensions: 40" W x 29.5" D x 78.7" H Weight: 19,022 total system (4 Cab)
C	1 ea.	Wall Mounted Maintenance Bypass 3 Breaker Type with Electronic/Kirk Key Inter. Part #: WB973-CDP-800-480E Dimensions: 36.1" W x 11.8" D x 77.8" H Weight: 485 lbs.
D	1 ea.	Ethernet Interface for Monitoring - SNMP Part #: NETCOM2-SEC
E	1 ea.	Mitsubishi Startup and Training

	Product	List Price ea	Net Price ea	QTY	Extended Price
U	500kva	\$ 113,250	\$ 86,070	1	\$ 86,070
P			\$ -		-
S			\$ -		-
			\$ -		-
			\$ -		-
B	battery	\$ 20,278	\$ 15,817	4	\$ 63,267
A	w/cb		\$ -		-
T			\$ -		-
I			\$ -		-
			\$ -		-
M	bypass	\$ 9,436	\$ 7,360	1	\$ 7,360
I	netcom	\$ 726	\$ 566	1	\$ 566
S			\$ -		-
C			\$ -		-
			\$ -		-
			\$ -		-
			\$ -		-
NETCOM			\$ -		-
STARTUP			\$ -		-
TOTALS			\$ -		-
	UPS MULTIPLIER	0.75	MARKUP	0%	\$ 157,254
	BATT MULTIPLIER	0.78			157,264
	MISC MULTIPLIER	0.78			
	NETCOM	0.78			

J54-160
JA 0004000

G.W.C. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-660-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

June 9, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A; Cashmen Equipment Payment

Chris,

Whiting-Turner is in receipt of correspondence from Cashmen Equipment claiming they have not received payment in the amount of \$755,893.89. Whiting-Turner is in possession of signed unconditional releases for payment from Mojave Electric, Cam Consulting, and Cashmen Equipment.

Please note that per subcontract #12600-26A any payments made to Mojave Electric are to be held in trust for the payment of tier subcontractors and suppliers. In addition, Mojave Electric shall "...take any and all necessary action to keep the Project free and clear of all claims for liens and any and all claims against the Contractor or Owner or any bonds posted by either of them in connection with the project."

This letter shall serve as notice that Mojave Electric shall correct this issue and produce sufficient documentation to prove the correction. Please respond by Wednesday, June 15 with the required timeline and steps that Mojave Electric is taking to resolve this issue.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

Cc: File, Nancy Briseno

HEADQUARTERS: BALTIMORE, MARYLAND

OFFICES NATIONWIDE

CONFIDENTIAL

J47-001

WTUR0006763

JA 00003751

Docket 61715 Document 2015-18535

G.W.C. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

July 7, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A: Cashmen Equipment Payment

Chris,

Whiting-Turner has received notice of claim on payment and performance bond in the amount of \$755,893.89 dated June 24, 2011 and received on June 27, 2011. In addition, Whiting-Turner has received the attached email correspondence from Cashmen Equipment stating they will refuse to start-up the associated equipment until they have been paid in full.

Please note that per subcontract #12600-26A any payments made to Mojave Electric are to be held in trust for the payment of tier subcontractors and suppliers. In addition, Mojave Electric shall "...take any and all necessary action to keep the Project free and clear of all claims for liens and any and all claims against the Contractor or Owner or any bonds posted by either of them in connection with the project."

Whiting-Turner has fulfilled our obligations for payment and is in possession of signed unconditional releases for payment from Mojave Electric, Cam Consulting, and Cashmen Equipment. This letter shall serve as notice that Mojave Electric shall correct this issue and produce sufficient documentation to prove the correction. Correction shall occur in a timely manner to ensure that no impact is made to the start-up, commissioning, and final turnover of the project. Please respond by Wednesday, July 22, 2011 with the required timeline and steps that Mojave Electric is taking to resolve this issue.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

Cc: File, Nancy Briseno, Paul Schmitt

HEADQUARTERS: BALTIMORE, MARYLAND

OFFICES NATIONWIDE

CONFIDENTIAL

J47-002
WTUR0006764

JA 00003752

G.W.C. WHITING
(1883-1974)

FOUNDED 1808

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

August 13, 2012

Chris Meiers
Mojave Electric, Inc.
3755 W. Hacienda Ave.
Las Vegas, NV 89118
(P) 702.798.2970

RE: Las Vegas New City Hall Project
12600-26A: Status of Outstanding Disputed Charge Orders

Chris,

As an update from past outstanding change order reconciliation meetings, Whiting-Turner's position is reiterated as follows:

- **PC-1 Council Chambers Lighting Fixtures (CR 343) \$23,966.00**
Mojave COP 116R1 requesting \$29,595.00 for lowering the PC-1 pendant lighting fixtures at the Council Chambers has not been accepted. Refer to note 2/A16.31 which calls for a bottom of fixture elevation to be 136'-0". In regards to the LDA submittal review comments which calls for 12" stems and mounting height to be field verified by contractor, it was Mojave's responsibility to coordinate with the contract drawings prior to installation. Mojave failed to verify the correct mounting heights and therefore, WT has agreed to \$5,629.00 for materials only and the associated OH/P. This amount has been included in contract supplement #31.
- **AV Installation Overtime \$23,622.00**
Mojave COP 277R1 requesting \$23,622.00 for overtime spent on the project for AV installation has not been accepted. As noted in COP 277R1, Mojave states this is due to delayed award of this scope of work and includes approximately 2 months of overtime labor. The letter provided by Mojave Systems on April 29, 2011 states the final AV costs would not be impacted until after May 13, 2011. Mojave received approval to proceed with WT CR 241 on June 1, 2011. WT does not have any record of Mojave notifying WT there would be a cost impact at time of award for this scope of work. However, as discussed, Forest City and WT has agreed to review the provided narrative, with a revised cost to account for the delay in award from May 13- June 1. WT to date has not received this revised proposal.
- **Replace Fire Fighters Graphics Display \$10,910.00**
Mojave COP 166 requesting \$10,910.00 for replacing the fire fighters graphics display has not been accepted. The fire fighter display originally installed did not include architectural changes included in Bulletin updates that were already approved and released for construction. It is the responsibility of Mojave and Siemens to ensure that all submittals are correct and in good order prior to submission. As of, June 13, bulletin 10 was the approved floor plan and as such should have been incorporated in your shop drawings and the fabrication of the graphics panel. Per Article 3B of the subcontract, in the event there is a deviation from the current contract documents you are to submit in writing the reason for the deviation. Notification of a deviation was not given. Therefore, this deviation is an oversight by the subcontractor and the associated costs are your responsibility.

CONFIDENTIAL

J47-003
WTUR0006765

JA 00003753

- **Second Shift Work on 9/24/11 \$10,753.00**
Mojave COP 162 requesting \$10,753.00 for working second shift on 9/24/11 has not been accepted. WT documentation shows Mojave/Acme was behind schedule and was required to work Saturday in order to maintain the schedule. In addition, CR 342 was provided for shift differential to assist Mojave/Acme maintain the contractual obligations of the schedule. Mojave/Acme states they were not behind schedule and were directed by WT to assist in accelerating the schedule. On 4/20/12 and again on 5/1/12, WT requested documentation showing claim. To date, this documentation has not been received.
- **Mayor's Intern Liaison Added Offices (CR 343) \$10,753.00**
Mojave COP 151R1 requesting 30,661.00 for the mayor's intern liaison added offices has not been accepted. WT received Mojave's COP 151 for CR 343 in the amount of \$23,895.00 on 10/20/11 and was approved on 1/6/12 for 20,520.00. The revised amount included the removal of costs associated with MIS which included labor and materials for 20 wall penetrations, excessive labor hours, engineering hours, equipment rental, and incorrect mark-up. The added walls were standard non-rated partitions. Additional back-up was requested for this proposal at the time of submission and again on 12/7/11. WT never received this documentation and therefore removed this cost from the COP. This amount has been included in supplement #31. Mojave states a revised COP was submitted for CR 343 on 2/21/12. WT does not have a record of this revised proposal and will not consider a request for added costs submitted nearly 7 weeks after approval.
- **Custom TV Brackets at Council Chambers \$9,761.00**
Mojave's COP 188 requesting \$9,761.00 for custom pole mounts for the Council Chambers 103" TVs has not been accepted. Mojave did the proper due diligence to point out a discrepancy in the drawings prior to award of the AV scope of work. Resolution of the issue was received on 4/8/2011 and Mojave was directed to include costs of attaching to the existing tubes per detail 1/A19.04.4 in the AV Fit Out bid prior to award of the change order work. Per email dated 4/8/11, "per conversation with Rob M-the TVs will be mounted per detail 1/A19.04.4. Mojave will include costs of attaching to the existing tubes in the AV Fit out bid." WT will not consider any additional costs with regard to this issue.
- **Added Precast Vaults for Media Boxes (CR 243) \$8,467.00**
Mojave's COP 121R1 requesting \$47,669.00 for adding precast vaults to house the (6) media boxes along Clark St and (1) at the main entry has not been accepted. This CR has been approved at \$39,202.00 due to the following revisions:
 - 11/10 – (2) laborer hours have been removed as installing Hoffman boxes is contract work. Regardless if media boxes were installed below ground in vaults or above ground as called for in the contract drawings, media boxes needed to be installed.
 - 11/14 – all labor and materials have been removed as blowing string is contract work. Regardless if media boxes were installed below ground in vaults or above ground as called for in the contract drawings, blowing string would have been required once media boxes were installed.
 - 11/15 – all labor and materials have been removed as blowing string is contract work. Regardless if media boxes were installed below ground in vaults or above ground as called for in the contract drawings, blowing string would have been required once media boxes were installed.
 - 11/16 – all labor and materials have been removed as installing Hoffman boxes is contract work. Regardless if media boxes were installed below ground in vaults or above ground as called for in the contract drawings, cleaning up debris from blowing string would have been required once media boxes were installed.
 - Costs associated with Jensen precast vaults were revised to match provided invoice.
 - Costs associated with new media boxes to fit into new vaults were revised to match provided invoice.
 - All costs associated with ¾ ton crew truck have been removed as this is part of your OH/P.
- **Remove/ Replace Damaged Smoke Detectors \$16,544.00**
Mojave's COP 197 requesting \$16,544.00 for removing and replacing 45 smoke detectors damaged due to excessive dirt has not been accepted. Per the subcontract specific scope of work, "subcontractor understands that there will be no compensation for extra work done without written authorization from Whiting-Turner." WT was not notified of this added cost prior to commencing work and did not authorize any additional work. However, in good faith in working with Mojave, WT has offered to assist with costs associated by splitting the amount in half (8,272.00 each). Mojave will not agree. WT will not consider anything above and beyond.

CONFIDENTIAL

J47-004
WTUR0006766

JA 00003754

DSFDFSD
FASDFSD
FSDFDSP
FDAFDKL
FMSKTET

- **Composite Clean Up \$7,593.00**
Mojave's COP 095 requesting \$7,593.00 for (4) laborers for composite clean up crews has not been accepted. WT issued a back charge to all subcontractors working in the building who did not provide labor to assist with a composite clean up crew. Mojave cooperated and provided a crew while all other trade who did not were included in a back charge.
- **RF1 Light Fixture Modifications (CR 683) \$6,416.00**
Mojave's COP 234 requesting \$27,433.00 for modifying the RF1 lighting fixtures has not been accepted. Workmanship and installation of the fixtures were unacceptable and required a fix. WT gave Mojave and their supplier ample opportunities to get the manufacturer out for a site visit to assist in correcting the deficiencies. WT requested the fixture rep for a site visit on 10/13/11. A site walk with Mojave and your suppliers occurred on 10/17/11 which identified the following issues:
 1. Reflectors mis-alignment. Provide bracket/ clip to secure reflectors.
 2. Reflector light hot spots- Provide solution.
 3. End Caps/ Corner pieces- Color of end caps does not match fixture. Please correct and color match.
 4. Fit Up- All fixtures/ end caps/ corner caps/ transitions/ etc. to be tight joints with no gaps. Please correct installation.In the response from the manufacturer Litecontrol, it appeared all issues with the exception of the end caps/corner pieces were direct results of field installation. As of 12/15/11, the manufacturer still had not made an effort to perform a site walk to provide a solution to the issues listed above. WT directed Mojave to proceed with remediation measures to correct the issues by 12/30/11 to not jeopardize project completion. In an effort to assist Mojave with covering costs associated with the corrective measures performed by Yesco, WT/FC has agreed to pay for materials only. WT/FC will not pay for the installation as the initial install was done poorly and did not meet the owners/architects nor manufacturers requirements.
- **RF1 Light Fixture Install OT (CR 424) \$5,832.00**
Mojave's COP 158 requesting \$14,156.00 for OT associated with installing the RF1 light fixtures has not been accepted. WT directed Mojave to perform OT to complete the RF1 installation on 10/22 and 10/23 tracking via CR 424- T&M NTE \$7,000. This CR has been approved at \$8,324.00 and is included in supplement #35. Mojave claims they were also required to work 11/4 and 11/5. WT did not direct Mojave to perform OT for these dates. WT also has verified via daily reports that personnel on-site were not working on RF-1 installation. T&M tickets 2437 and 2438 are voided and will not be considered.

This concludes the summary of each disputed item approximately \$6,000.00 or higher. Another summary including the remaining items will be sent at a later date.

If you have any questions regarding this, please don't hesitate to call.

Sincerely,

Elliott Lloyd
Project Engineer
The Whiting-Turner Contracting Company

cc: David Lee, Nancy Briseno-Rivera, File

HEADQUARTERS: BALTIMORE, MARYLAND



OFFICES NATIONWIDE

CONFIDENTIAL

J47-005
WTUR0006767

JA 00003755

DSFDFSD
FASDFSD
FSDFDSF
FDAFDKL
ETDSKY ET

July 5, 2012

David P.--

Mojave's current subcontract status is as follows:

Current Approved Contract Value: 16,631,153.00

Pending Approval: 19,088.00

- COP 306- KCLV Mechanical Changes- 17,593.00.
- COP 307- Scope Media Boxes for KCLV- 1,495.00.

COPs previously rejected being resubmitted for review: 112,681.00

- COP 175 R1- Stainless Steel Card Readers- 24,071.00.
 - Originally submitted at 49,266.00
 - Included in submittal and original proposal states stainless in public areas with black in BOH.
- COP 181 R1- Door Position Switches- 64,550.00.
 - Additional back-up from Stanley showing proposal only including dps associated with access control system. All dps for intrusion removed.
- COP 277 R1- OT for AV Installation- 23,622.00.
 - Originally submitted at 55,948.00
 - Back-up provided claiming possible cost/schedule impact if not released by 5/13/11.
 - AV/Security NTP on 6/1/11.
- COP 294- Added Door Contacts at Utility Yard Rolling Gate- 438.00.
 - DPS not shown on drawings.
 - Added to monitor utility yard rolling gate.

I will deliver all associated back-up for the above mentioned proposals to your office as the package if to large to send electronically.

The following are backcharges not accepted by MEI. These costs are currently in unsigned contract supplements.

Outstanding Backcharges: 119,992.00

- CR 294.003- Framing/Drywall Trade Damage BC- 52,412.00
- CR 345- Wall Penetration Caulking BC- 8,527.00
- CR 345.001- Firestopping BC- 10,326.00
- CR 454- Moving Council Chambers Ceiling Panels- 5,370.00
- CR 535- Retail Metal Panel Re-work BC- 32,733.00
- CR 544- Delays in Test & Balance- 2,068.00
- CR 630- Blank Cover Plates Patchwork BC- 7,480.00
- CR 651- Garage Cleanup BC- 1,076.00

Page 1 of 1

CONFIDENTIAL

J47-006

WTUR0006768

JA 00003756

G.W.C. WHITING
(1893-1974)

FOUNDED 1906

WILLARD HACKERMAN
PRESIDENT AND CEO

WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE HEADQUARTERS
RETAIL SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

ENGINEERS AND CONTRACTORS

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

July 5, 2012

Chris Meiers
Mojave Electric, Inc.
3755 W. Hacienda Ave.
Las Vegas, NV 89118

Re: Las Vegas New City Hall 12600-26A Subcontract Status

Chris,

The purpose of this letter is to update Mojave Electric on the current status of Las Vegas New City Hall's subcontract 12600-26A.

Current Approved Contract Value: 16,631,153.00

Pending Owner Approval: 19,088.00

- COP 306- KCLV Mechanical Changes- 17,593.00. Pending Owner/ CLV approval. No action required.
- COP 307- Scope Media Boxes for KCLV- 1,495.00. Pending Owner approval. No action required.

As discussed, WT has identified the following COPs and is willing to re-submit to the Owner the additional back-up provided by MBI. In the event the Owner does not accept the additional documentation as substantial back-up, this decision will be considered final and removed from the pending CO log.

COPs previously rejected being resubmitted to the Owner for review: 112,681.00

- COP 175 R1- Stainless Steel Card Readers- 24,071.00.
- COP 181 R1- Door Position Switches- 64,550.00.
- COP 277 R1- OT for AV Installation- 23,622.00.
- COP 294- Added Door Contacts at Utility Yard Rolling Gate- 438.00.

The following are backcharges not accepted by MBI. WT has reviewed all the documentation and confirm these costs are legitimate. These costs remain in contract supplements.

Outstanding Backcharges: 119,992.00

- CR 294.003- Framing/Drywall Trade Damage BC- 52,412.00
- CR 345- Wall Penetration Caulking BC- 8,527.00
- CR 345.001- Firestopping BC- 10,326.00
- CR 454- Moving Council Chambers Ceiling Panels- 5,370.00
- CR 535- Retail Metal Panel Re-work BC- 32,733.00
- CR 544- Delays in Test & Balance- 2,068.00
- CR 630- Blank Cover Plates Patchwork BC- 7,480.00

Page 1 of 2

J47-007

CONFIDENTIAL

WTUR0006769

JA 00003757

DSFDFSD
FASDFSD
FSDFDSF
FDAFDKL
RTNSKI FT

- CR 651- Garage Cleanup BC- 1,076.00

HEADQUARTERS: BALTIMORE, MARYLAND

WT

OFFICES NATIONWIDE

All
other
outstan

ding requests/disputed items not listed in this letter are rejected and will not be considered. WT will provide an update on the final items listed above as soon as the Owner makes a decision.

Sincerely,

The Whiting-Turner Contracting Company

Elliott Lloyd
Project Engineer

cc: David Lee, Nancy Briseño-Rivera, File

HEADQUARTERS: BALTIMORE, MARYLAND

WT

OFFICES NATIONWIDE

CONFIDENTIAL

J47-008

WTUR0006770

JA 00003758

DSFDFSD
FASDFSD
FSDFDSF
FDAFDKL
RINSKI ET

G.W.C. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE HEADQUARTERS
RETAIL SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTIN PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

February 17, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A: Manpower

Chris,

As discussed, the current man power on the Las Vegas City Hall is insufficient to meet your contractual obligations related to schedule. Whiting-Turner has made every effort to accommodate the current manpower and has adjusted both the sequence and durations in order to work with Mojave. At this time Mojave electric is behind schedule in overhead rough, in-wall rough, wire pulls, equipment deliveries, panel sets, and one-line related activities.

Whiting-Turner is currently working with Mojave to award AV fit out, Security fit out, and PV Solar Systems. The total values of which are in the millions of dollars. To date the quality of the work that has been performed on the site has been exceptional. However, it is not in the best interest of the project to award any additional work until Mojave Electric proves they are able to provide the required manpower to meet the schedule requirements of the work that has already been awarded.

Please call me tomorrow afternoon with a plan for increasing your manpower and/or working overtime hours to make up for time lost and meet all future schedule commitments.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

HEADQUARTERS: BALTIMORE, MARYLAND

WT

OFFICES NATIONWIDE

CONFIDENTIAL

J47-009

WTUR0006771

JA 00003759

G.W.C. WHITING
(1883-1974)

WILLARD HACKERMAN
PRESIDENT AND CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

February 17, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A: Manpower

Chris,

As discussed, the current man power on the Las Vegas City Hall is insufficient to meet your contractual obligations related to schedule. Whiting-Turner has made every effort to accommodate the current manpower and has adjusted both the sequence and durations in order to work with Mojave. At this time Mojave electric is behind schedule in overhead rough, in-wall rough, wire pulls, equipment deliveries, panel sets, and one-line related activities.

Whiting-Turner is currently working with Mojave to award AV fit out, Security fit out, and PV Solar Systems. The total values of which are in the millions of dollars. To date the quality of the work that has been performed on the site has been exceptional. However, it is not in the best interest of the project to award any additional work until Mojave Electric proves they are able to provide the required manpower to meet the schedule requirements of the work that has already been awarded.

Please call me tomorrow afternoon with a plan for increasing your manpower and/or working overtime hours to make up for time lost and meet all future schedule commitments.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

HEADQUARTERS: BALTIMORE, MARYLAND



OFFICES NATIONWIDE

J47-010

CONFIDENTIAL

WTUR0006772

JA 00003760

DSFDFSD
FASDFSD
FSDFDSF
FDAFDKL
FDSKFT

G.W.C. WHITING
(1863-1974)

WILLARD HACKERMAN
PRESIDENT AND CEO

FOUNDED 1908

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2850
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

May 20, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A; Diligent Performance

Chris,

As discussed, Mojave Electric continues to significantly delay the completion of their scope of work. We have had numerous discussions concerning the current manpower status and your ability to complete the work per the contract requirements. To date our concerns have been ignored.

As such, per Article 4: Diligent Performance of subcontract 12600-26A, please consider this a formal notice that Mojave Electric is expected to do all that is necessary to meet the current schedule requirements as agreed to in the subcontract, including but not limited, additional manpower, overtime, weekends, and shift work until such time that this scope of work meets and exceeds the current schedule requirements. Any and all costs incurred to make up the time lost shall be borne solely by Mojave Electric. If significant changes are not made by Tuesday, May 24, 2011 Whiting-Turner will supplement field crews at Mojave Electric's cost.

Also, please note that Whiting-Turner has been awarded the AV and Security Fit Out scope of work for the Las Vegas City Hall. If significant progress and effort is not demonstrated by May 24, 2011, Whiting-Turner will not award these scopes of work to Mojave Electric.

Please submit a remedial plan to recover by Monday, May 23, 2011.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

Cc: File, Nancy Briseno

HEADQUARTERS: BALTIMORE, MARYLAND



OFFICES NATIONWIDE

CONFIDENTIAL

J47-011
WTUR0006773

JA 00003761

G.W.G. WHITING
(1883-1974)

FOUNDED 1888

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

8720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

May 20, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A: Diligent Performance

Chris,

As discussed, Mojave Electric continues to significantly delay the completion of their scope of work. We have had numerous discussions concerning the current manpower status and your ability to complete the work per the contract requirements. To date our concerns have been ignored.

As such, per Article 4: Diligent Performance of subcontract 12600-26A, please consider this a formal notice that Mojave Electric is expected to do all that is necessary to meet the current schedule requirements as agreed to in the subcontract, including but not limited, additional manpower, overtime, weekends, and shift work until such time that this scope of work meets and exceeds the current schedule requirements. Any and all costs incurred to make up the time lost shall be borne solely by Mojave Electric. If significant changes are not made by Tuesday, May 24, 2011 Whiting-Turner will supplement field crews at Mojave Electric's cost.

Also, please note that Whiting-Turner has been awarded the AV and Security Fit Out scope of work for the Las Vegas City Hall. If significant progress and effort is not demonstrated by May 24, 2011, Whiting-Turner will not award these scopes of work to Mojave Electric.

Please submit a remedial plan to recover by Monday, May 23, 2011.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

Cc: File, Nancy Briseno

HEADQUARTERS: BALTIMORE, MARYLAND



OFFICES NATIONWIDE

J47-012

CONFIDENTIAL

WTUR0006774

JA 00003762

G.W.C. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECHNOLOGY/ROOM

ENGINEERS AND CONTRACTORS

6720 VIA ALISTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2850
www.whitingturner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

June 28, 2010

David R. Phillips
Vice President
Forest City Commercial Construction Co., Inc.
Las Vegas City Hall

Re: AV & Security Scopes of Work

As discussed the AV & Security scopes of work are currently an owner furnished and installed system. During our due diligence throughout the constructability reviews and bidding process we have found the following concerns:

1. The specification lists multiple manufacturers as acceptable. Each manufacturer has their own requirements for cable/conduit sizes. The current conduit design that will be installed under our scope of work is only acceptable to one of the manufacturers, any changes may have a potential cost impact.
2. Design for all sizes and layout would be required by August 1 in order to incorporate into our overhead coordination meetings. We are currently coordinating based on the contract drawings and the manufacturer that fits those requirements.
3. Ability to integrate systems will depend upon final design and manufacturer.
4. Drawings show intent for use but not all materials necessary to provide a complete and workable system are indicated on drawings.
5. Trade damage to existing facilities. Areas will be turned over to the owner after ceilings and walls have been completed and inspected. Any damage to existing facilities will incur a cost impact.
6. In wall and above ceiling support systems will need to be installed during MEP rough-in starting in January of 2011.

If Whiting-Turner were to perform this work we would coordinate all systems prior to installation, and confirm all design/ sizing requirements. A single manufacturer would be used to ensure full integration of all card access, intrusion detection, intercom, and CCTV. The scope of work would include all necessary components to provide a complete and workable system whether shown on the documents or not. The system would be tested and verified prior to turnover with the building. All trade damage would be monitored by Whiting-Turner and corrected prior to turnover at no cost to the owner. Warranties would be covered and corrected by a single source. The addition of this work would not affect the schedule.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Assistant Project Manager

HEADQUARTERS: BALTIMORE, MARYLAND



OFFICES NATIONWIDE

J47-013

CONFIDENTIAL

WTUR0006775

JA 00003763

G.W.C. WHITING
(1883-1974)

FOUNDED 1909

WILLARD HACKERMAN
PRESIDENT AND CEO

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

September 12, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A: Cashmen Generator Startup

Chris,

Consider this formal notice that startup of the Emergency Generators and associated systems for the Las Vegas City Hall is scheduled for October 3, 2011. Please respond within 24 hours of receipt of this letter that Mojave electric will have authorized personnel onsite to perform the startup and maintain all warranties intact.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

Cc: File, Nancy Briseno, Paul Schmitt

HEADQUARTERS: BALTIMORE, MARYLAND

OFFICES NATIONWIDE

CONFIDENTIAL

J47-014
WTUR0006776

JA 00003764

G.W.O. WHITING
(1883-1974)

FOUNDED 1906

WILLARD HACKERMAN
PRESIDENT AND CEO

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIOTECH/PHARMACEUTICAL
HIGH TECH/CLEANROOM

6720 VIA AUSTI PARKWAY, SUITE 300
LAS VEGAS, NEVADA 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

September 12, 2011

Chris Meiers
Mojave Electric
Las Vegas City Hall

Re: 12600-26A: Cashmen Generator Startup

Chris,

Consider this formal notice that startup of the Emergency Generators and associated systems for the Las Vegas City Hall is scheduled for October 3, 2011. Please respond within 24 hours of receipt of this letter that Mojave electric will have authorized personnel onsite to perform the startup and maintain all warranties intact.

Sincerely,

The Whiting-Turner Contracting Company

David Lee
Project Manager

Cc: File, Nancy Briseno, Paul Schmitt

HEADQUARTERS: BALTIMORE, MARYLAND

OFFICES NATIONWIDE

J47-015

CONFIDENTIAL

WTUR0006777

JA 00003765

THE WHILING-TURNER CONTRACTING COMPANY

Faxed 3/4/11
emailed 3/7/11

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

6720 VIA AUSTIN PARKWAY, Suite 300
LAS VEGAS, NV 89119
P: 702-650-0700
F: 702-650-2630
www.whiling-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

March 4, 2011

Mojave Electric
3755 W. Hacienda Avenue
Las Vegas, NV 89118
Contract # 12600-26A & 33B

City of Las Vegas New City Hall
Unconditional Releases

We have audited our files and need the following information from your company.

Unconditional Waivers thru December 31, 2010 for your following
Sub-tiers/Suppliers/Vendors:

Acme Electric

Acme needs Unconditionals from:

Gexpro
Nedco Supply
Service Rock Products

Cashman Equipment
Codale Energy Systems

Gexpro
Graybar Electric

Hampton Tedder Electric

Hampton Tedder needs Unconditionals from:

Siemens Industry

Mechanical Insulation Spec

Nedco Supply

QED, Inc.

QED, Inc. needs Unconditional from:

CAM Consulting

Penhall Company

Stetson Elect needs Unconditional Final from

Las Vegas Paving

NES Traffic Safety

Wesco Distribution

YESCO

We need these Unconditional Releases by Friday, March 11, 2011.

Going forward, Unconditional releases for the previous month must be submitted with the payment applications.

Should we not receive Unconditional Releases from the companies listed with required dates Whiling-Turner will hold your next payment.

Thank You,

Lorie Hooley
Project Secretary
702-851-4190

HEADQUARTERS: BALTIMORE, MARYLAND

WT

OFFICES NATIONWIDE

CONFIDENTIAL

J47-016

WTUR0001457

JA 00003766

EXHIBIT 92.J48

Generator Expenses

Date	Invoice Total	Sub-Total
3/4/10 - 3/31/10	\$17,045.22	
4/1/10 - 4/28/10	\$18,143.51	
4/29/10 - 5/26/10	\$15,792.23	
4/29/10 - 5/26/10	-\$15,792.23	
4/29/10 - 5/26/10	\$16,278.68	
5/27/10 - 6/23/10	\$17,300.23	
6/24/10 - 7/21/10	\$16,984.13	
	\$85,751.77	

Labor

Date	Invoice Total
Jan-10	\$616.36
Feb-10	\$15,645.38
Apr-10	\$804.02
	\$17,065.76

Materials

Date	Invoice Total
Jan-10	\$46.21
Feb-10	\$12,936.68
Mar-10	\$72.25
Apr-10	\$1,249.86
May-10	\$254.55
Dielco 2/10	\$320.00
Dielco 2/26/10	\$320.00
A&M Custom Fabricati	\$297.50
	\$15,497.05

\$118,314.58

CONFIDENTIAL

J48-001
WTUR0009443

JA 00003768

4 603410 TEMP POWER CITY Hall
THANIGAL COMPLETED

LABOR

6116.36

15,645.38

864.02

17,065.76

17,065.76

MATERIAL

46.21

12,936.68

22.25

1249.86

251.55

320.00

617.50

15,497.05

15,497.05

GENERATION

16,989.13 ✓✓✓

17,045.22 ✓✓✓

18,143.51 ✓✓✓

4/29 15,792.23 ✓✓✓

17,300.23 ✓✓✓

4/29 16,278.68 ✓✓✓

4/29 15,792.23 ✓✓✓

117,336.23

117,336.23

\$ 149,879.04

CONFIDENTIAL

J48-002
WTUR0009444

JA 00003769

CASHMAN

HA

INVOICE

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 56751
Los Angeles, CA 90074-6761

Mojave Electric
Received
APR 3 2010

THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER
R1674302	03-31-10	101381
AMOUNT		
17045.22		

**** To ensure proper credit, please detach this portion and return with remittance. ****

INVOICE NUMBER	INVOICE DATE	CUSTOMER	CUSTOMER ORDER	STORE	DIV	SALESMAN	TERMS	PAGE
R1674302	03-31-10	101381	603410-0017	00	E	815	2	1
ISSUE NUMBER	ISSUE DATE	PC	MC	SPR	INVOICE NUMBER			
R16743	02-04-10		10		192839			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER NUMBER	METER NUMBER			
MO	DCA400	375-2701		B803.2	05-742			
QUANTITY	DESCRIPTION							
	CUSTOMER CONTACT: TONY REEB							
1.0	EQUIPMENT RENTAL FROM 03/01/10 THRU 03/31/10 MULTIQUIP MODEL: DCA400 ID NO: 05-742 SERIAL NO: 375-2701 TRIPLE SHIFT RATE							
								5141.00
1.0	EQUIPMENT RENTAL FROM 03/01/10 THRU 03/31/10 BOSS MODEL ID NO: CABLE SERIAL NO: CABLE (10) 50 FT 4/0 CABLE @.90/FT/MONTH (10) MALE TAILS - NO CHARGE							
								450.00
1.0	PREVENTATIVE MAINTENANCE CONDUCTED ON 03/09/10, 03/17/10 AND 03/26/10							
								1350.00
1.0	FUEL SERVICE (2698.8 GALLONS @\$3.25/GALLON)							
								8771.10
	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PERIOD.							
	THANK YOU FOR YOUR BUSINESS.							
1.0	ENVIRONMENTAL FEES							
								55.91
	NV TAX CLARK							1277.21
								17045.22
				PLEASE PRINT THIS AMOUNT AMOUNT CHARGED				

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
485 MAIN STREET
LAS VEGAS, NV 89101

CASHMAN

HA

Computer Protection
Systems

ARE

TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PART DUE INVOICES.

048-003

CONFIDENTIAL

WTUR0009445

JA 00003770

CASHMAN

PAID

INVOICE

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 56751
Los Angeles, CA 90074-6751

MAY 05 2010

THANK YOU

INVOICE NUMBER	INVOICE DATE	CUSTOMER
R1674303	05-03-10	101381
AMOUNT		
18143.51		

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER	CUSTOMER ORDER #	ESTIMATE	DIY	SALESMAN	TERMS	PAGE
R1674303	05-03-10	101381	6034100017	00	E	815	2	1
PERSON NUMBER	DOB DATE	PC	LAST NAME	SHIP VIA	INV. ACCOUNT NUMBER			
R16743	02-04-10		10		193766			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACHINE NUMBER			
MQ	DCA400	375-2701		8803.2	05-742			
QUANTITY	DESCRIPTION							PRICE
1.0	CUSTOMER CONTACT: TONY RIEB EQUIPMENT RENTAL FROM 04/01/10 THRU 04/28/10 MULTITQUIP MODEL DCA400 ID NO: 05-742 SERIAL NO: 375-2701 TRIPLE SHIFT RATE							5141.00
1.0	EQUIPMENT RENTAL FROM 04/01/10 THRU 04/28/10 BOSS MODEL ID NO: CABLE SERIAL NO: CABLE (10) 50 FT 4/0 CABLE @.90/FT/MONTH (10) MALE TAILS - NO CHARGE							450.00
1.0	PREVENTATIVE MAINTENANCE CONDUCTED ON 04/05/10, 04/15/10 AND 04/27/10							950.00
	FUEL SERVICE (2910.6 GALLONS @\$3.50/GALLON) *DUE TO THE CONTINUOUS RISE IN FUEL COSTS, OUR FUEL RATES HAVE CHANGED. THIS INVOICE REFLECTS OUR CURRENT PRICING.							10187.10
	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PERIOD.							
	THANK YOU FOR YOUR BUSINESS.							
1.0	ENVIRONMENTAL FEE							55.91
	NV TAX CLARK							1359.50
TOTAL DUE								18143.51
PLEASE PAY THIS AMOUNT						TOTAL		
YES		NO						

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

CASHMAN

Power Solutions

Computer Protection

Systems

WHICH FEATURES IS NOT AN OPTION

TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAST DUE INVOICES.

348-004

CONFIDENTIAL

WTUR0009446

JA 00003771

CASHMAN



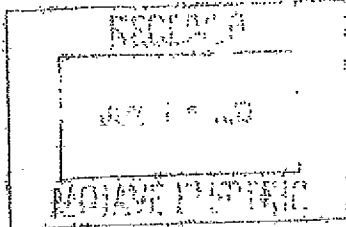
INVOICE

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 56751
Los Angeles, CA 90074-6761



THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
R1674304	06-15-10	101381
AMOUNT		
15846.28		

**** To ensure proper credit, please detach this portion and return with remittance, ****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	TOW	SALESMAN	TERMS	TAX
R1674304	06-15-10	101381	603410-0017	00	E	815	2	1
PO NUMBER	POC DATE	POC	POC	POC	POC	POC	POC	POC
R16743	02-04-10		10					195119
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	METER NUMBER			
MO	DCA400	375-2701		8803.2	05-742			
QUANTITY	DESCRIPTION							PRICE
1.0	CUSTOMER CONTACT: TONY RIEB EQUIPMENT RENTAL FROM 04/29/10 THRU 05/26/10 MULTIQUIP MODEL DCA400 ID NO: 05-742 SERIAL NO: 375-2701 TRIPLE SHIFT RATE							5141.00
1.0	EQUIPMENT RENTAL FROM 04/29/10 THRU 05/26/10 BOSS MODEL ID NO: CABLE SERIAL NO: CABLE (10) 50 FT 4/0 CABLE @.90/FT/MONTH (10) MALE TAILS - NO CHARGE							450.00
	PREVENTATIVE MAINTENANCE CONDUCTED ON 05/11/10 AND 05/19/10							55.91
	FUEL SERVICE (2432 GALLONS @ \$3.50/GALLON) *DUE TO THE CONTINUOUS RISE IN FUEL COSTS, OUR FUEL RATES HAVE CHANGED. THIS INVOICE REFLECTS OUR CURRENT PRICING.							1188.32
	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PER							
1.0	THANK YOU FOR YOUR BUSINESS							
	ENVIRONMENTAL FEES							55.91
	<i>Hold</i> 1188.32							1189.37
	<i>O.K. LAM</i>							
	15846.28							

SOLD TO: MOJAVE ELECTRIC

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
495 MAIN STREET
LAS VEGAS, NV 89101

CASHMAN
Power SolutionsComputer Protection
Systems
Multi-Tasking in the Air

TERMS: DUE UPON RECEIPT OF INVOICE, A 1.6%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAST DUE INVOICES.

48-005

CONFIDENTIAL

WTUR0009447

JA 00003772

CASHMAN

CREDIT MEMO

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

THIS IS NOT AN INVOICE

Mojave Electric
Received
JUL 3 2010

THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
R16743041	06-28-10	101381
AMOUNT		
CREDIT MEM.		

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #		STORE	DIV	SALESMAN	TERMS	PAGE
R16743041	06-28-10	101381	603410-0017		00	E	B15	2	1
INVOICE NUMBER	INVOICE DATE	PG	MC	SHIP VIA					INVOICE NUMBER
R16743	02-04-10		10						195640
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACHINE NUMBER	
MQ	DCA400	375-2701				9803.2		05-742	
QUANTITY	DESCRIPTION								

CUSTOMER CONTACT: TONY RIEB

1.0	EQUIPMENT RENTAL FROM 04/29/10 THRU 05/26/10 MULTIQUIP MODEL DCA400 ID NO: 05-742 SERIAL NO: 375-2701 TRIPLE SHIFT RATE	5141.00-
1.0	EQUIPMENT RENTAL FROM 04/29/10 THRU 05/26/10 BOSS MODEL ID NO: CABLE SERIAL NO: CABLE (10) 50 FT 4/0 CABLE @ .90/FT/MONTH (10) MALE TAILS - NO CHARGE	450.00-
	PREVENTATIVE MAINTENANCE CONDUCTED ON 05/11/10 AND 05/19/10	500.00-
	FUEL SERVICE (2432 GALLONS @ \$3.50/GALLON) *DUE TO THE CONTINUOUS RISE IN FUEL COSTS, OUR FUEL RATES HAVE CHANGED. THIS INVOICE REFLECTS OUR CURRENT PRICING.	8512.00-
1.0	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PERIOD. THANK YOU FOR YOUR BUSINESS. ENVIRONMENTAL FEES	55.91-
	NV TAX CLARK	1187.37-

PLEASE PAY THIS AMOUNT	CREDIT MEMO
AMOUNT CREDITED	15846.28

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
495 MAIN STREET
LAS VEGAS, NV 89101



TERMS: DUE UPON RECEIPT OF INVOICE, A 1.6% PER MONTH LATE CHARGE WILL BE ASSESSED ON PAST DUE INVOICES.

348-006

CONFIDENTIAL

WTUR0009448

JA 00003773

CASHMAN

INVOICE

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 56751
Los Angeles, CA 90074-6761

Mojave Electric
Received
JUL 3 2010

THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER
R16743044	06-29-10	101381
AMOUNT		
16278.68		

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER	CUSTOMER ORDER #	STATE	DIV	SALESMAN	TERMS	PAGE
R16743044	06-29-10	101381	603410-0017	00	E	815	2	1
POWOW NUMBER	DOC DATE	DOC #	DOC #	DOC #	DOC #	DOC #	DOC #	DOC #
R16743	02-04-10			10				195730
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	METER ID	METER #	METER #	METER #
MQ	DCA400	375-2701		8803.2		05-742		
QUANTITY	DESCRIPTION							PRICE
	CUSTOMER CONTACT: TONY RIEB							
1.0	EQUIPMENT RENTAL FROM 04/29/10 THRU 05/26/10 MULTIQUIP MODEL DCA400 ID NO: 05-742 SERIAL NO: 375-2701 TRIPLE SHIFT RATE							5141.00
1.0	EQUIPMENT RENTAL FROM 04/29/10 THRU 05/26/10 POSS MODEL ID NO: CABLE SERIAL NO: CABLE (10) 50 FT 4/0 CABLE @.90/FT/MONTH (10) MALE TAILS - NO CHARGE							450.00
	PREVENTATIVE MAINTENANCE CONDUCTED ON 05/11/10 AND 05/19/10 @ \$450 EACH							900.00
	FUEL SERVICE (2432 GALLONS @ \$3.50/GALLON) *DUE TO THE CONTINUOUS RISE IN FUEL COSTS, OUR FUEL RATES HAVE CHANGED, THIS INVOICE REFLECTS OUR CURRENT PRICING.							8512.00
	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PERIOD.							
	THANK YOU FOR YOUR BUSINESS.							
1.0	ENVIRONMENTAL FEES							55.91
	NV TAX CLARK							1219.77
				PLEASE PAY THIS AMOUNT		6278.68		
				AMOUNT CREDITED				

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
495 MAIN STREET
LAS VEGAS, NV 89101

CASHMAN

Power Solutions

Computer Protection
Systems

When you purchase the right you are buying

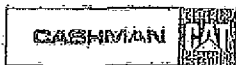
TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAST DUE INVOICES.

448-007

CONFIDENTIAL

WTUR0009449

JA 00003774



INVOICE

1.800.937.2326
www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 88751
Los Angeles, CA 90074-6751

Mojave Electric
Received
JUL 8 2010

THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER
R1674305	06-29-10	101381
AMOUNT		
17300.23		

**** To ensure proper credit, please detach this portion and return with remittance. ****

INVOICE NUMBER	INVOICE DATE	REC'D BY	CUSTOMER ORDER #	STORE	MO	SALES	TERMS	PAGE
R1674305	06-29-10	101381	603410-0017	00	E	\$15	-2	1
ISSUANCE NUMBER	ISSUANCE DATE	ISSUANCE BY	ISSUANCE TO	ISSUANCE FROM	ISSUANCE TO	ISSUANCE FROM	ISSUANCE TO	ISSUANCE FROM
R16743	02-04-10		10					
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	ISSUANCE NUMBER	ISSUANCE DATE	ISSUANCE BY	ISSUANCE TO
MQ	DCA400	375-2701		8803.2	05-742			
DESCRIPTION								
1.0	CUSTOMER CONTACT: TONY RIEB EQUIPMENT RENTAL FROM 05/27/10 THRU 06/23/10 MULTIQUIP MODEL DCA400 ID NO: 05-742 SERIAL NO: 375-2701 TRIPLE SHIFT RATE							5141.00
1.0	EQUIPMENT RENTAL FROM 05/27/10 THRU 06/23/10 BOSS MODEL ID NO: CABLE SERIAL NO: CABLE (10) 50 FT 4/0 CABLE @\$.90/FT/MONTH (10) MALE TAILS - NO CHARGE							450.00
1.0	PREVENTATIVE MAINTENANCE CONDUCTED ON 05/28/10 AND 06/09/10 @\$450 EACH							900.00
1.0	FUEL SERVICE (2702 GALLONS @\$3.50/GALLON)							9457.00
1.0	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PERIOD. THANK YOU FOR YOUR BUSINESS.							55.91
1.0	ENVIRONMENTAL FEES							1296.32
NV TAX CLARK								
TOTAL DUE								17300.23

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
495 MAIN STREET
LAS VEGAS, NV 89101

CASHMAN
Power Solutions



Computer Protection
Systems
YOUR BUSINESS IS NOT AN OPTION



TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAST DUE INVOICES.

148-008

CONFIDENTIAL

WTUR0009450

JA 00003775

CASHMAN



INVOICE

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 56761
Los Angeles, CA 90074-6751

RECEIVED

JUL 28 2010

MOJAVE ELECTRIC
THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER
R1674306	07-23-10	101381
AMOUNT		

**** To ensure proper credit, please detach this portion and return with remittance. ****

INVOICE NUMBER	INVOICE DATE	CUSTOMER	CUSTOMER ADDRESS	STORE	U/V	PAYEE NAME	TERMS	DATE
R1674306	07-23-10	101381	603410-0017	00	E	815	2	1
ITEM NUMBER	ITEM DATE	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM
R16743	02-04-10		10					196632
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	UNITED WEARAGE	MACHINE NUMBER			
MQ	DCA400	375-2701		10620.3	05-742			
QUANTITY	DESCRIPTION							PRICE
	CUSTOMER CONTACT: TONY RIEB							
	EQUIPMENT RENTAL MULTIQUIP ID NO: 05-742 HOURS IN: 10620.3 HOURS OUT: 8803.2 NET HOURS: 1817.1 TRIPLE SHIFT RATE							
	EQUIPMENT RENTAL MULTIQUIP ID NO: 05-1308 TRIPLE SHIFT RATE							
	EQUIPMENT RENTAL BOSS ID NO: CABLE (10) 50 FT 4/0 CABLE @ \$90/FT/MONTH (10) MALE TAILS - NO CHARGE							
	PREVENTATIVE MAINTENANCE CONDUCTED ON 06/28/10, 07/07/10 AND 07/19/10							
	FUEL SERVICE (2932.9 GALLONS @ \$3.50/GALLON)							
	THIS INVOICE INCLUDES RENTAL/SERVICE CHARGES FOR THE ABOVE STATED RENTAL PERIOD.							
	THANK YOU FOR YOUR BUSINESS.							
	FROM 06/24/10 THRU 07/21/10 MODEL DCA220 SERIAL NO: 3753929							4200.00
	FROM 06/24/10 THRU 07/21/10 MODEL SERIAL NO: CABLE							450.00
								750.00
								10265.00

PLEASE PAY
THIS AMOUNT
AMOUNT
CREDITED

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
495 MAIN STREET
LAS VEGAS, NV 89101

CASHMAN
Power SolutionsComputer Protection
Systems

TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
EACH DATE INVOICE

J48-009

CONFIDENTIAL

WTUR0009451

JA 00003776

CASHMAN



INVOICE

1.800.937.2326

www.cashmanequipment.com

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

PLEASE REMIT TO:
Cashman Equipment Company
File # 88761
Los Angeles, CA 90074-6751

RECEIVED

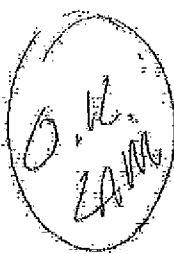
JUL 28 2010

MOJAVE ELECTRIC THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER
R1674306	07-23-10	101381
AMOUNT		
16984.13		

**** To ensure proper credit, please detach this portion and return with remittance. ****

INVOICE NUMBER	INVOICE DATE	CUSTOMER	CUSTOMER ORDER #	ZONE	DIV	SALESMAN	TERMS	PAGE
R1674306	07-23-10	101381	603410-0017	00	B	B15	2	2
FORM NUMBER	DATE	PC	MC	SHIP VIA				INV/REC NUMBER
R16743	02-04-10		10					196632
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH/D NUMBER
MQ	DCA400	375-2701				10620.3		05-742
QUANTITY	DESCRIPTION							PRICE
1.0	ENVIRONMENTAL FEES							46.50
	NV TAX CLARK							1272.63



O.K.
ZAM

PLEASE PAY THIS AMOUNT	16984.13
AMOUNT CREDITED	

SOLD TO:

MOJAVE ELECTRIC
3755 W HACIENDA AVE
LAS VEGAS NV 89118-2904

SHIP TO/REFERENCE:

LAS VEGAS CITY HALL
495 MAIN STREET
LAS VEGAS, NV 89101

CASHMAN
Power SolutionsComputer Protection
Systems

TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAST DUE INVOICES

J48-010

CONFIDENTIAL

WTUR0009452

JA 00003777

JC.6

** Cost Detail Inquiry **

From: 01/01/1999

Company: ME Mojave Electric

Thru: 07/31/2010

Job: 603410

Contract Amount:

.00 Contr Date: 01/11/10

TEMP POWER AT CITY HALL

Billed To Date:

.00 Est Compl: / /

L.D.#	Name/Description	Date	Reference	Hrs/Qty	Amount	Type
-------	------------------	------	-----------	---------	--------	------

1- 1 LABOR, Period 01/10

RIA02	ANTHONY J RIEB	01/27/10	PAYROLL	8.00	618.36	L/F
Period '01/10' Totals: Hours-				8.00	Cost-	618.36 ***

1- 1 LABOR, Period 02/10

AHD01	DALE P AHRENS	02/03/10	PAYROLL	24.00	1498.49	L/F
OWT03	TABITHA OWENS	02/03/10	PAYROLL	24.00	1496.18	L/F
RIA02	ANTHONY J RIEB	02/03/10	PAYROLL	33.50	2477.16	L/F
STD04	DARRYELL G STRICKLAND	02/03/10	PAYROLL	8.00	539.50	L/F
OWT03	TABITHA OWENS	02/08/10	PAYROLL	32.00	1994.90	L/F
AHD01	DALE P AHRENS	02/10/10	PAYROLL	32.00	1989.66	L/F
LEJ02	JOHN H LE CAVALIER	02/10/10	PAYROLL	25.00	1552.27	L/F
RIA02	ANTHONY J RIEB	02/10/10	PAYROLL	37.00	2485.43	L/F
LEJ02	JOHN H LE CAVALIER	02/10/10	PAYROLL	25.00	1550.47	L/F
LEJ02	JOHN H LE CAVALIER	02/10/10	PAYROLL	25.00	1550.46	L/F
RIA02	ANTHONY J RIEB	02/17/10	PAYROLL	6.00	403.04	L/F
BRE03	WM S BRAY	02/24/10	PAYROLL	6.00	374.04	L/F
HEJ08	JESSIE D HEIN	02/24/10	PAYROLL	6.00	379.50	L/F
RIA02	ANTHONY J RIEB	02/24/10	PAYROLL	7.00	470.22	L/F
Period '02/10' Totals: Hours-				240.50	Cost-	15645.38 ***

1- 1 LABOR, Period 04/10

RIA02	ANTHONY J RIEB	04/07/10	PAYROLL	4.00	268.45	L/F
RIA02	ANTHONY J RIEB	04/14/10	PAYROLL	2.00	132.54	L/F
HIW01	WESLEY E HIGGINS	04/28/10	PAYROLL	6.00	403.03	L/F
Period '04/10' Totals: Hours-				12.00	Cost-	804.02 ***

1- 1 LABOR, Period 05/10

10025	S/P Contract Journal	05/20/10	JRNL ENTRY	260.50	97023.73	LAB
Period '05/10' Totals: Hours-				260.50	Cost-	97023.73 ***
Task '1- 1' Totals: Hours-				.00	Cost-	79957.97 ***

1- 2 MISC. MATERIALS, Period 01/10

NEEL01	NEDCO SUPPLY	01/27/10	607214	2.00	6.00	MAT
NEEL01	NEDCO SUPPLY	01/27/10	607214	10.00	22.80	MAT
NEEL01	NEDCO SUPPLY	01/27/10	607214	500.00	10.95	MAT
NEEL01	NEDCO SUPPLY	01/27/10	607214	.00	3.46	MAT
Period '01/10' Totals: Hours-				.00	Cost-	34.21 ***

1- 2 MISC. MATERIALS, Period 02/10

GESU01	GEXPRO	02/01/10	211935	180.00	98.84	MAT
GESU01	GEXPRO	02/01/10	211935	50.00	80.50	MAT
GESU01	GEXPRO	02/01/10	211935	10.00	5.89	MAT
GESU01	GEXPRO	02/01/10	211935	.00	14.84	MAT
NEEL01	NEDCO SUPPLY	02/01/10	608389	200.00	46.80	MAT
NEEL01	NEDCO SUPPLY	02/01/10	608389	.00	35.79	MAT
TMA01	TOOMANYAMPS.COM	02/02/10	SI-66893	3.00	1650.00	MAT
TMA01	TOOMANYAMPS.COM	02/02/10	SI-66893	.00	133.65	MAT
TMA01	TOOMANYAMPS.COM	02/02/10	SI-66895	80.00	280.00	MAT
TMA01	TOOMANYAMPS.COM	02/02/10	SI-66895	15.00	39.92	MAT

J48-011

CONFIDENTIAL

WTUR0009453

JA 00003778

JC.6

** Cost Detail Inquiry **

From:01/01/1999

Company: ME Mojave Electric

Thru:07/31/2010

Job: 603410

Contract Amount:

.00 Contr Date:01/11/10

TEMP POWER AT CITY HALL

Billed To Date :

.00 Est Compl : / /

I.D.#	Name/Description	Date	Reference	Hrs/Qty	Amount	Type
TMA01	TOOMANYAMPS.COM	02/02/10	81-66895	2.00	20.00	MAT
TMA01	TOOMANYAMPS.COM	02/02/10	81-66895	.00	21.05	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/02/10	3944211001	1.00	520.00	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/02/10	3944211001	1.00	172.00	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/02/10	3944211001	1.00	215.00	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/02/10	3944211001	3.00	552.00	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/02/10	3944211001	6.00	176.40	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/02/10	3944211001	.00	132.47	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608929	360.00	795.60	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608929	120.00	105.00	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608929	285.00	629.85	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608929	95.00	88.13	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608929	.00	130.70	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608963	70.00	63.21	MAT
NEEL01	NEDCO SUPPLY	02/03/10	608963	.00	5.12	MAT
GESU01	GEXPRO	02/04/10	211949	500.00	102.95	MAT
GESU01	GEXPRO	02/04/10	211949	50.00	14.45	MAT
GESU01	GEXPRO	02/04/10	211949	12.00	9.51	MAT
GESU01	GEXPRO	02/04/10	211949	2.00	10.11	MAT
GESU01	GEXPRO	02/04/10	211949	50.00	21.92	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	.00	19.35	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	4.00	63.98	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	4.00	8.22	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	8.00	8.44	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	2.00	2.72	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	1.00	2.17	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609079	.00	6.93	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609340	4.00	19.24	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609340	100.00	40.00	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609340	2.00	35.68	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609340	6.00	36.96	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609340	.00	10.68	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609451	5000.00	489.50	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609451	4000.00	586.80	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609451	125.00	313.75	MAT
NEEL01	NEDCO SUPPLY	02/04/10	609451	.00	112.27	MAT
NEEL01	NEDCO SUPPLY	02/05/10	609511	4.00	62.48	MAT
NEEL01	NEDCO SUPPLY	02/05/10	609511	20.00	10.80	MAT
NEEL01	NEDCO SUPPLY	02/05/10	609511	.00	5.94	MAT
JEPR01	JENSEN PRE-CAST	02/06/10	02-128014	1.00	62.00	MAT
JEPR01	JENSEN PRE-CAST	02/06/10	02-128014	1.00	102.00	MAT
JEPR01	JENSEN PRE-CAST	02/06/10	02-128014	1.00	55.00	MAT
JEPR01	JENSEN PRE-CAST	02/06/10	02-128014	.00	17.74	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/08/10	3948338001	12.00	9.78	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/08/10	3948338001	12.00	1.92	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/08/10	3948338001	20.00	23.60	MAT
COEL03	CODALE ELECTRIC SUPPLY, INC	02/08/10	3948338001	.00	2.84	MAT
QED01	QED	02/10/10	2765470001	1.00	22.00	MAT
QED01	QED	02/10/10	2765470001	.00	1.78	MAT
JEPR01	JENSEN PRE-CAST	02/10/10	02-128077	1.00	685.00	MAT

J48-012

CONFIDENTIAL

WTUR0009454

JA 00003779

JC.6:

** Cost Detail Inquiry **

From: 01/01/1999

Company: ME Mojave Electric

Thru: 07/31/2010

Job: 603410

Contract Amount:

.00 Contr Date: 01/11/10

TEMP POWER AT CITY HALL

Billed To Date :

.00 Est Compl : / /

I.D.#	Name/Description	Date	Reference	Hrs/Qty	Amount	Type
JEPR01	JENSEN PRE-CAST	02/10/10	02-128077	.00	55.49	MAT
COBL03	CODALE ELECTRIC SUPPLY, INC	02/11/10	3950015001	12.00	3480.00	MAT
COBL03	CODALE ELECTRIC SUPPLY, INC	02/11/10	3950015001	.00	281.88	MAT
TMA01	TOOMANYAMPS.COM	02/18/10	SI-67187	8.00	80.00	MAT
TMA01	TOOMANYAMPS.COM	02/18/10	SI-67187	10.00	20.00	MAT
TMA01	TOOMANYAMPS.COM	02/18/10	SI-67187	3.00	10.50	MAT
TMA01	TOOMANYAMPS.COM	02/18/10	SI-67187	48.00	48.00	MAT
TMA01	TOOMANYAMPS.COM	02/18/10	SI-67187	.00	12.84	MAT
Period '02/10' Totals: Hours-				.00	Cost-	12336.68 ***

1- 2 MISC. MATERIALS, Period 03/10

NEEL01	NEDCO SUPPLY	02/23/10	613470	12.00	55.84	MAT
NEEL01	NEDCO SUPPLY	02/23/10	613470	.00	25.23	MAT
BEGBAL	BEGINNING BALANCE	03/03/10	BEG BLNCE	.00	1657.93	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	1.00	55.91	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	1.00	900.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	.00	77.43	MAT
Period '03/10' Totals: Hours-				.00	Cost-	2763.52 ***

1- 2 MISC. MATERIALS, Period 04/10

CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	1.00	55.91	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	1.00	1350.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	1.00	8771.10	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	.00	824.34	MAT
ROPR01	ROCKWAY PRECAST	04/24/10	56691-IN	1.00	53.00	MAT
ROPR01	ROCKWAY PRECAST	04/24/10	56691-IN	.00	42.50	MAT
NEEL01	NEDCO SUPPLY	04/26/10	628534	80.00	55.20	MAT
NEEL01	NEDCO SUPPLY	04/26/10	628534	.00	44.65	MAT
NEEL01	NEDCO SUPPLY	04/29/10	630126	2.00	68.00	MAT
NEEL01	NEDCO SUPPLY	04/29/10	630126	.00	5.51	MAT
Period '04/10' Totals: Hours-				.00	Cost-	12251.21 ***

1- 2 MISC. MATERIALS, Period 05/10

GESU01	GEXPRO	05/03/10	213021	400.00	228.24	MAT
GESU01	GEXPRO	05/03/10	213021	2.00	24.19	MAT
GESU01	GEXPRO	05/03/10	213021	1.00	1.05	MAT
GESU01	GEXPRO	05/03/10	213021	.00	19.07	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	1.00	55.91	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	1.00	950.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	1.00	10187.10	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	.00	906.64	MAT
Period '05/10' Totals: Hours-				.00	Cost-	12354.20 ***

1- 2 MISC. MATERIALS, Period 06/10

CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	1.00	55.91	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	1.00	8512.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	.00	694.00	MAT
Period '06/10' Totals: Hours-				.00	Cost-	9261.91 ***

1- 2 MISC. MATERIALS, Period 07/10

CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	1.00	55.91	MAT
--------	---------------------------	----------	----------	------	-------	-----

J48-013

CONFIDENTIAL

WTUR0009455

JA 00003780

JC.6

**.Cost Detail Inquiry **

From:01/01/1999

Company: ME Mojave Electric

Thru:07/31/2010

Job: 603410

Contract Amount:

.00 Contr Date:01/11/10

TEMP POWER AT CITY HALL

Billed To Date :

.00 Est Compl : / /

I.D.#	Name/Description	Date	Reference	Hrs/Qty	Amount	Type
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	1.00	900.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	1.00	9457.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	.00	843.45	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	1.00	55.91	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	1.00	8512.00	MAT
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	.00	694.00	MAT
10025	S/P Contract Journal	07/12/10	JRNL ENTRY	.00	15792.23	OTH
10025	S/P Contract Journal	07/23/10	JRNL ENTRY	.00	17786.68	OTH
	Period '07/10' Totals: Hours-			.00	Cost-	13060.64-***
	Task '1- 2' Totals: Hours-			.00	Cost-	36553.09 ***
1-	4 EQUIPMENT, Period 02/10					
BEGBAL	BEGINNING BALANCE	02/22/10	BEG BLNCE	.00	9589.66	EQP
	Period '02/10' Totals: Hours-			.00	Cost-	9589.66 ***
1-	4 EQUIPMENT, Period 03/10					
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	1.00	5141.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	1.00	9942.08	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	1.00	200.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	03/16/10	R1674301	.00	1258.18	EQP
	Period '03/10' Totals: Hours-			.00	Cost-	16991.26 ***
1-	4 EQUIPMENT, Period 04/10					
CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	1.00	5141.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	04/03/10	R1674302	.00	452.87	EQP
	Period '04/10' Totals: Hours-			.00	Cost-	6043.87 ***
1-	4 EQUIPMENT, Period 05/10					
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	1.00	5141.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	05/05/10	R1674303	.00	452.86	EQP
	Period '05/10' Totals: Hours-			.00	Cost-	6043.86 ***
1-	4 EQUIPMENT, Period 06/10					
CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	1.00	5141.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	06/18/10	R1674304	.00	489.32	EQP
	Period '06/10' Totals: Hours-			.00	Cost-	6530.32 ***
1-	4 EQUIPMENT, Period 07/10					
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	1.00	5141.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R1674305	.00	452.87	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	1.00	450.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	2.00	900.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	1.00	5141.00	EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	R16743044	.00	525.77	EQP

J48-014

CONFIDENTIAL

WTUR0009456

JA 00003781

JG.6

** Cost Detail Inquiry **

From: 01/01/1999

Company: ME Mojave Electric

Thru: 07/31/2010

Job: 603410 Contract Amount: .00 Contr Date: 01/11/10
 TEMP POWER AT CITY HALL Billed To Date: .00 Est Compl: / /

I.D.#	Name/Description	Date	Reference	Hrs/Qty	Amount	Type
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	CM16743041	.00	14608.91	-EQP
CAEQ01	CASHMAN EQUIPMENT COMPANY	07/03/10	CM16743041	.00	1182.32	-EQP
	Period '07/10' Totals: Hours-			.00	Cost-	2731.59-***
	Task '1- 4' Totals: Hours-			.00	Cost-	42467.38 ***

1- 6 SUBCONTRACTORS, Period 02/10

DICR01	DIELCO CRANE SERVICE, INC.	02/12/10	137163	2.00	320.00	SUB
	Period '02/10' Totals: Hours-			.00	Cost-	320.00 ***

1- 6 SUBCONTRACTORS, Period 03/10

DICR01	DIELCO CRANE SERVICE, INC.	02/26/10	137303	2.00	320.00	SUB
A&N01	A & N CUSTOM FABRICATION IN	03/04/10	35209	1.00	297.50	SUB
	Period '03/10' Totals: Hours-			.00	Cost-	617.50 ***
	Task '1- 6' Totals: Hours-			.00	Cost-	927.50 ***
	Job Totals: Hours-			.00	Cost-	.00 ***

CONFIDENTIAL

J48-015

WTUR0009457

JA 00003782

EXHIBIT 92.J49

PAYMENT BOND

THE WHITING-TURNER CONTRACTING COMPANY
300 EAST JOPPA ROAD
TOWSON, MARYLAND 21286

BOND NO. 929490974

KNOW ALL MEN BY THESE PRESENTS:

That Mojave Electric

as Principal, hereinafter called Principal, and Western Surety Company
230 South 500 East, Suite 480, Salt Lake City, UT 84102,
a South Dakota corporation,

(here insert the name, address and state of incorporation of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE WHITING-TURNER CONTRACTING COMPANY, 300 East Joppa Road, Towson, Maryland 21286 as Oblige, hereinafter called Oblige, in the amount of ^{Ten Million Nine Hundred Ninety-Six} ~~Thousand Six Hundred Sixty-Nine~~ & NO/00 Dollars (\$~~10,969,669~~), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 2/11/2010 entered into Contract No 12600-26A with Oblige for

City of Las Vegas New City Hall

495 Main Street

Las Vegas, NV 89009

in accordance with drawings and specifications prepared by _____

which Contract is by reference made a part hereof, and is hereinafter referred as a Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall promptly make payments to all persons supplying labor, material, rental equipment, supplies, or services in the performance of the said Contract and any and all modifications of said Contract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Contract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall

PA-015
8/95

CONFIDENTIAL

J49-001
WTUR0001153

JA 00003784

in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

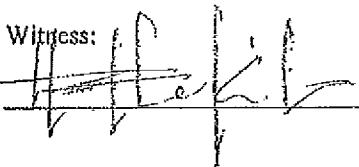
The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor, material, rental equipment, supplies, or services in the performance of the said Contract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond, in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 2nd day of March, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

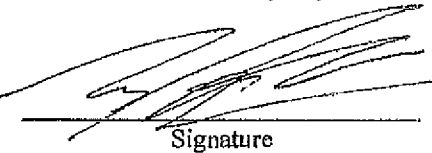
Mojave Electric
Principal

(Seal)

Witness:



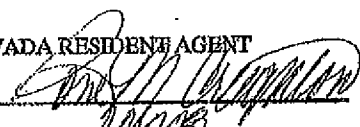
By:


Signature

Troy Nelson, President
Name and title - type or print

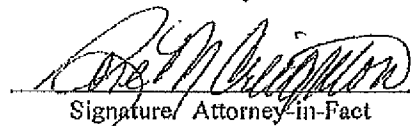
NEVADA RESIDENT AGENT

BY:


LICENSE#: 20203
THE HARRIS AGENCY
5105 S DURANGO DR. STE. 100
LAS VEGAS, NV 89113

Western Surety Company
Surety

By:


Signature Attorney-in-Fact

Rose M. Creighton

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Rose M Creighton, James A Harris, Gregory J Harris, Dianna Curry, Kelly M Lamb, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 13th day of November, 2009.



WESTERN SURETY COMPANY

Paul T. Bruflat

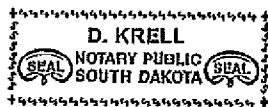
Paul T. Bruflat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 13th day of November, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of March, 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-09-06

CONFIDENTIAL

J49-003
WTUR0001155

JA 00003786

EXHIBIT 92.J50

APPLICATION AND CERTIFICATION FOR PAYMENT

TO ORDER: CH 412

30 South Street, Suite 100

PROJECT: LAW NEW YORK CITY HALL

APPLICATION NO: 30

FROM ORDER FOR PAYMENT

DATE: 01/15/12

FROM: THE WRITING-FUNNER CONTRACTING CO.

VIA: ARCHITECT, NYCA

PERIOD FOR: 12/01/11

PROJECT NO: 12/01

WT CONTRACT NAME

NEW YORK CITY HALL

PHONE: 718-450-0710

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

CONTRACT DATE: November 1, 2009

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. The Contractor has been paid by the Owner for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the contract progress shown herein is only due.

CONTRACTOR:

DATE:

SIGNATURE:

NAME:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

FAX:

EMAIL:

WEBSITE:

OTHER:

NOTES:

REMARKS:

DATE:

1. QUANTITY OF CONTRACT WORK
2. UNIT PRICE PER UNIT OF WORK
3. TOTAL CONTRACT VALUE
4. TOTAL CONTRACT VALUE TO DATE (Less 1-3)
5. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS
6. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS
7. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS
8. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS
9. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS
10. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	CONTRACT WORK	1	1.00	1.00
2	CONTRACT WORK	1	1.00	1.00
3	CONTRACT WORK	1	1.00	1.00
4	CONTRACT WORK	1	1.00	1.00
5	CONTRACT WORK	1	1.00	1.00
6	CONTRACT WORK	1	1.00	1.00
7	CONTRACT WORK	1	1.00	1.00
8	CONTRACT WORK	1	1.00	1.00
9	CONTRACT WORK	1	1.00	1.00
10	CONTRACT WORK	1	1.00	1.00

1. TOTAL CONTRACT VALUE

2. TOTAL CONTRACT VALUE TO DATE

3. TOTAL CONTRACT VALUE TO DATE (Less 1-3)

4. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

5. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

6. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

7. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

8. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

9. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

10. TOTAL CONTRACT VALUE TO DATE (Less 1-3) PLUS

ARCHITECT'S CERTIFICATE FOR PAYMENT

The undersigned Architect certifies that to the best of the Architect's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. The Architect has been paid by the Owner for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the contract progress shown herein is only due.

ARCHITECT:

DATE:

SIGNATURE:

NAME:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

FAX:

EMAIL:

INVESTIGATION REPORT

CONFIDENTIAL FC-00002

J50-002

JA 00003789

INFORMATION ON THE
FEDERAL GOVERNMENT OF CANADA

[illegible]

PERIOD OVERLAP: 100%

[illegible]

INVOICE# 70000000000000000000
PERIOD COVERED FROM 01/01/2020 TO 12/31/2020

JA 00003792

PERIOD COVERED: JANUARY 1, 1964 TO DECEMBER 31, 1964

INVESTMENT BANKERS

INVESTMENT BANKERS

[illegible]

CONFIDENTIAL FC-00006

J50-006

JA 00003793

EXHIBIT 92.J51

**FULL SERVICE AGREEMENT
FOR
LAS VEGAS CITY HALL**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 28th day of May, 2008, by and between FOREST CITY COMMERCIAL DEVELOPMENT, INC. ("FCCD"), an Ohio corporation and JMA ARCHITECTURE, (the "Consultant").

RECITALS

WHEREAS, an affiliate of FCCD (the "Developer") intends to enter into a City Hall Development Agreement with the City of Las Vegas, Nevada (the "City") pursuant to which the City intends to engage Developer to develop and construct a new City Hall complex located on certain property located in the City of Las Vegas as described in Exhibit "A" (Scope of Services) attached hereto; and

WHEREAS, in addition, the City has an option to purchase the land if the Developer terminates its agreement with the City

WHEREAS, FCCD desires to retain the services of the Consultant for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said Professional Services as set forth in this Agreement and Exhibit "A" (Scope of Services) and Exhibit B (Required Submittals) attached hereto; and

WHEREAS, the Consultant hereby represents to FCCD that the Consultant is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the Professional Services required herein.

NOW, THEREFORE, in view of the above premises, FCCD and the Consultant agree as set forth below:

ARTICLE 1: CONSULTANT'S BASIC SERVICES

1.1 GENERAL

- 1.1.1 The Consultant agrees to provide the services set forth in this Article and in Exhibit "A" (Scope of Services) and Exhibit "B" (Required Submittals), attached hereto.
- 1.1.2 FCCD's approval of the Contract Documents shall not relieve the Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Consultant.
- 1.1.4 FCCD's review, approval, acceptance or payment for any of the services performed by the Consultant shall not be construed as a waiver of any rights of FCCD under this Agreement.
- 1.1.6 The Consultant shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Consultant and sub-consultants.
- 1.1.7 The Consultant acknowledges that the City may elect to terminate its agreement with FCCD upon the completion of the Schematic Design Phase drawings or any other Phase of drawings for the Project. Accordingly the agreement may be terminated at the completion of each phase of the work in accordance with the terms and provisions of Section 9 of this Agreement.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the Consultant if requested in writing by FCCD.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive on-site representation, beyond the services required for Basic Services, is required or requested for FCCD's protection, the Consultant agrees to provide additional project representation to assist in carrying out such extensive on-site responsibilities. Consultant provided on-site project representatives shall be selected, employed and directed by the Consultant. The duties, responsibilities and limitation of authority of Consultant provided project representatives shall be the same as the Consultant.

2.2.2 In the event of such extensive on-site representation, the Consultant shall endeavor to further protect FCCD against defects and deficiencies in the construction of the Project through the observations of the Consultant project representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

ARTICLE 3: FCCD'S RESPONSIBILITIES

3.1 FCCD shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.

3.2 FCCD shall furnish inspections required by the Contract Documents.

3.3 FCCD shall promptly notify the Consultant in writing of any fault or defect in the Project or nonconformance with the Contract Documents of which FCCD is actually aware.

3.4 FCCD shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Consultant providing responses and decisions, promptly, in writing.

ARTICLE 4: FCCD'S REVIEW PROCESS

4.1 REVIEW OF CONSULTANT'S SERVICES AND DOCUMENTS

4.1.1 The services to be performed by the Consultant shall be subject to periodic review by FCCD Representative. To prevent an unreasonable delay in the Project, FCCD Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such submittal unless the Agreement calls for a specific review time for the document, phase, test, or service. Consultant acknowledges and agrees that the City may elect to review the services provided by Consultant to FCCD including certain of the drawings, specifications, results, evaluations and submittals. In the event the City requires such review, FCCD agrees to make such drawings, specifications and submittals available for the City's prompt review. Consultant further recognizes and agrees that in the event the City elects to review such services and submittals of the Consultant that the twenty-one (21) day period referred to above may be extended by the period of time taken for the City's review.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 FCCD agrees to pay the Consultant as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee for each of the phases set forth in Exhibit "D" (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in Exhibit "D" shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the Consultant exceed the total fixed Fee set forth in Exhibit "D", unless written authorization is given by FCCD.

5.2 ADDITIONAL SERVICES COMPENSATION

HW:976/BLAS VERAS/Veronica Espinosa Page 2 of 46

CONFIDENTIAL FC-00008

J51-002

JA 00003796

5.2.1 FCCD agrees to compensate the Consultant for the Additional Services provided under Article 2, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in Exhibit "E" (Additional Compensation) attached hereto, whichever is approved in writing by FCCD. Additional Services shall not be compensated unless confirmed in writing by FCCD.

5.3 REIMBURSABLE EXPENSES

5.3.1 The Consultant has excluded all expenses in the fixed Fee compensation for Basic Services. Reimbursable Expenses are anticipated and authorized by this Agreement, as specifically stated in Exhibit "D". Reimbursable Expenses may include, if authorized by FCCD in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of markings, models and mock-ups requested by FCCD beyond Basic Services. Reimbursable Expenses shall not be compensated unless confirmed in writing by FCCD.

5.4 INVOICE

5.4.1 The Consultant may invoice for approved and completed work on a monthly basis. Consultant acknowledges that after review of Consultant's invoice by FCCD, FCCD is required to submit such invoice to the City for its separate review. FCCD shall make payment to Consultant within fifteen (15) days after FCCD receives payment from the City. The FCCD Representative will promptly notify the Consultant of any problems which either FCCD or the City has regarding payment of such invoice. If the payment period exceeds sixty (60) days, the Consultant will contact FCCD Representative to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to FCCD. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Delay progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition FCCD for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by FCCD Staff, may be exercised by the Consultant.

5.5 RIGHT TO OFF-SET

5.5.1 FCCD Representative may subtract or offset from the unpaid invoice any damages, costs and expenses caused by, resulting from, or arising out of the neglect, acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. FCCD Representative shall provide a written statement to the Consultant of the damages, costs and expenses, which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by FCCD, the Consultant may file a claim pursuant to Section 11.3 of this Agreement.

5.6 FINAL PAYMENT

5.6.1 Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by FCCD and the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of FCCD's and the City's acceptance, be paid the balance of any money due for such services, subject to the receipt of such payment by FCCD from the City.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost Budget shall be the total cost or estimated cost to FCCD of all elements of the Project designed by the Consultant. The Construction Cost Budget shall include the cost at current market rates of labor and materials furnished by FCCD and equipment designed, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit, but shall exclude change order or other cost increases encountered after award of the construction contract.

6.1.2 The Construction Cost Budget does not include the compensation of the Consultant and sub-consultants, the costs of the land, rights-of-way, financing, permits, or other costs that are the responsibility of FCCD as provided in Article 2.

6.1.3 The Construction Cost Budget for the Project is established as the amount stated in Exhibit "A", or as otherwise agreed upon in writing and signed by the parties hereto.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of FCCD's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, prepared by the Consultant's independent estimator, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor FCCD has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from FCCD's Project budget or from the estimate of construction cost or evaluation prepared or agreed to by the Consultant.

6.2.2 The Consultant shall include in estimates of the construction cost, allowances and contingencies for design, estimating, bidding, market factors, and price escalation, and shall be permitted, in cooperation with FCCD, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids for portions of the Work so the estimated base bid does not exceed the Construction Cost Budget. The Construction Cost Budget shall be increased by the amount of any cost increases incurred after execution of the Construction Contract.

6.2.3 If the Construction Cost Budget is exceeded by the lowest bona fide bid or negotiated proposal, FCCD shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time; (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost; or (iv) cancel the Project.

6.2.4 If FCCD chooses to proceed under option (ii) of Section 6.2.3, the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the Construction Cost Budget.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by FCCD and the City with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of FCCD and the City except as prohibited by law and FCCD and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of FCCD. Consultant shall not submit the Project for publication without the written consent of FCCD.

7.2 In the event of the completion or termination of this Agreement, FCCD reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. The Consultant agrees to cooperate with engaging the new consultant, including providing a written release if requested, and to waive his copyright on such documents to the extent necessary for the new consultant to recreate such documents and to require such waivers from subcontractors at all times. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at FCCD's sole risk.

7.3 FCCD and the City retain contractual rights to all design concepts developed by the Consultant.

7.4 The Consultant agrees that it shall not duplicate or reuse any unique element or portion of the design for this Project on any other project.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by FCCD, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of FCCD shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes FCCD a written request to appeal the decision. Upon receipt of such request, FCCD and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by FCCD for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in

support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with FCCD's decision.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are services entitled to additional compensation, the Consultant agrees to notify FCCD prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording FCCD the opportunity to monitor and verify the performance of such services and failure to provide FCCD with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that FCCD is named as a party to any litigation or arbitration action or commences a lawsuit or arbitration action against a party other than the Consultant, which arises out of, from, or is connected with the construction of the Project, or the performance of the Consultant under this Agreement, the Consultant agrees and irrevocably consents, to be joined as a party in such proceeding and to be bound by any decision resulting therefrom. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude FCCD from joining the Consultant as a party to any arbitration proceeding in which FCCD comments or is named as a party and which arises out of, or results from, the construction of the Project. If the Consultant is named as an additional party by FCCD, the Consultant shall not be entitled to any additional compensation from FCCD as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to FCCD within sixty (60) days after the claim, dispute or other matter arises. In order for FCCD to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desisting arbitration from subsequently arbitrating that particular claim, dispute or other matter.

8.3.3 The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the Nevada Arbitration Association or the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

8.3.4 In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Procedure.

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 FCCD'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 FCCD shall have the right to terminate this Agreement without cause or default on the part of the Consultant and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by FCCD.

9.2 FCCD'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), FCCD shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, and finish this Agreement by such means as deemed appropriate by FCCD. FCCD may deduct from any balance due Consultant, the cost of completing this Agreement. If FCCD cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, such excess shall be paid by the Consultant to FCCD within five (5) days of invoicing by FCCD, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed up to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Consultant:

- A. Voluntarily liquidates operations or consents to the appointment of a Receiver, Trustee or Liquidator of all or a substantial portion of the Consultant's assets;
- B. Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C. Make a general assignment for the benefit of creditors;
- D. File a petition or answer seeking the reorganization of the Consultant or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E. Suffer the levy or execution of any writ or warrant upon any property or an asset of the Consultant which continues unvacated and in effect for a period of thirty (30) days; or
- F. Neglects to pay its sub-Consultants or otherwise properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the Consultant pursuant to Section 10.11.

9.2.3 In the event FCCD performs, or hires others to perform, any of the services required under this Agreement because of the default of the Consultant, the cost thereof, plus an additional ten percent (10%) to cover FCCD's overhead expenses, shall be promptly paid by the Consultant to FCCD.

9.2.4 The costs and expenses of completing the services of the Consultant shall be computed and audited by FCCD whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

9.2.5 FCCD reserves the right to offset any and all claims made by the Consultant for payment of Fees hereunder or the reimbursement of additional costs incurred with any claims that FCCD might have against the Consultant for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY FCCD

9.3.1 If the Project is suspended by FCCD for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Consultant's compensation shall be reviewed and, upon approval by FCCD, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The Consultant shall have the right to terminate this Agreement if the Project is abandoned by FCCD for more than 90 days, or FCCD fails to make payment to the Consultant for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Consultant has given 30 days written notice to FCCD of its failure to make such payment. In the event of termination as provided under this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE FCCD REPRESENTATIVE

10.1.1 The individual designated as FCCD Representative is DIMITRI VAZEKIS. FCCD Representative shall have complete authority to transmit instructions, to receive information, not to interpret and define FCCD's policies and decisions with respect to the Project to be performed under this Agreement. FCCD may replace the above-designated FCCD Representative at any time by written notice to Consultant.

10.2 CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.2.1 The services required under this Agreement shall be performed by the key employees, or by approved sub-consultants identified in Exhibit "F" (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the Consultant will, with FCCD approval, replace such personnel. If the Consultant fails to complete the replacement within (30) days, FCCD may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Consultant shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from FCCD. Request for approval shall consist of written notification to FCCD, stating reason or reasons for the requested substitution. FCCD shall not unreasonably deny approval, unless FCCD adjudges the substitution not to be in the interest of FCCD or the scheduled completion of the Project.

10.3 CHANGES IN SCOPE OF THE PROJECT

10.3.1 FCCD Representative may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 6.1, an equitable adjustment in such compensation shall be made. Any claim of the Consultant for adjustment under this provision must be asserted by the Consultant in writing, as a Fee dispute under the provision of Article 8 no more than thirty (30) days after the date the Consultant receives notification of such change. FCCD Representative, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Consultant is to be made.

10.4 INSURANCE

10.4.1 The Consultant shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$3,000,000.

10.4.2 Consultant's insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Consultant's work, or work under his direction, may require. The comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.4.3 The limits of liability for the Consultant's liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$3,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$3,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City and FCCD as additional insured parties.

10.5 COVENANT AGAINST CONTINGENT FEES

10.5.1 The Consultant hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Consultant and bona fide established commercial or selling agencies which are maintained by the Consultant for the purpose of securing business and the existence of which, if any, has been fully disclosed to FCCD. For a breach or violation of this warranty, FCCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. Consultant agrees to provide written disclosures to FCCD in the event that Consultant proposes to use any sub-Consultant or Contractor to which Consultant or any of Consultant's Officers or Directors has any ownership interest.

10.6 PATENT INDEMNITY

10.6.1 Except as is otherwise provided in this Agreement, the Consultant agrees to, and hereby does, indemnify the City and FCCD and their officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of FCCD, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.7 INDEPENDENT CONTRACTOR

10.7.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Consultant and any other Consultant, who is employed by the Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of FCCD. FCCD shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Consultant or any other Consultant hired by the Consultant's employee(s). FCCD shall not be considered a guarantor of such payments.

10.8 SUCCESSORS AND ASSIGNS

10.8.1 FCCD and the Consultant each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither FCCD nor the Consultant may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other except as provided below. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of FCCD. Notwithstanding the foregoing, FCCD shall have the right to assign this Contract to any lender providing financing for the Project or to the City. In the event of any such assignment FCCD agrees to provide written notice of such assignment to Consultant.

10.9 NOTICES

10.9.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

10.10 FCCD:	DIMITRI VAZELAKIS 049 South Hope Street Los Angeles, CA 90015 213.418.2274	David Conlon, Esq. 50 Public Square Suite 1300 Cleveland, Ohio 44139 216.418.3260
-------------	---	--

10.11 CONSULTANT:	Michael L. Croes, AIA JMAA Architecture 10150 Covington Cross Drive Las Vegas, NV 89144 702.731.2033
-------------------	--

10.12 CONFIDENTIALITY

10.12.1 The Consultant shall treat all information relating to the Project and all information supplied to the Consultant as confidential and proprietary information of FCCD and shall not permit its release by other parties or make any public announcement or release without FCCD's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.4, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City and FCCD, and their officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnities, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent or intentional act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnities under the Indemnities, or any of them, each to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein.

10.14 CONSULTANT WARRANTIES

10.14.1 The Consultant warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from FCCD to the Consultant under the conditions of the Agreement, and is able to furnish plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the Consultant warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 Consultant represents and holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

10.14.3 Consultant warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

10.14.4 Consultant has, herein, pursuant to the requirements of resolution 70-05 (adopted by the City Council on 4 August 1999 and effective 1 October 1999) as amended by Resolution 105-98 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than one (1%) percent interest in the Consultant or any principals of the Consultant. If the Consultant, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employee Retirement Income Act), and current copies of such federal disclosures are attached to Exhibit "G" the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify FCCD in writing of any material change in the above disclosure on Exhibit "G", within (15) days of such change.

10.14.5 Consultant warrants that all services provided herein shall be performed in conformance with the standards of care and quality practiced by design professionals having a national practice experienced with projects similar to the Project.

10.15 SUBCONTRACTS

10.15.1 The Consultant agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

10.16 A provision that the Consultant agrees to pay the sub-consultant when paid for that portion of the work by FCCD, that no liability exists on the part of the Consultant to the sub-consultant for payment of the subcontracted work until payment has been made by FCCD, and that if FCCD has paid the Consultant for subcontracted work, then the sub-consultant's only recourse is against the Consultant, not against FCCD, either through the institution of legal or equitable action or the attachment of any lien;

10.17 A provision that the sub-consultants have no more rights against FCCD than that of the Consultant;

10.18 A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless FCCD has approved any deviations, changes, or modifications in writing; and

10.19 A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the Consultant;

10.20 AGREEMENT

10.20.1 This Agreement shall be governed by the laws of the State of Nevada.

10.20.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.20.3 FCCD and the Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. FCCD and the Consultant each shall require similar waivers from their respective contractors, consultants and agents.

10.20.4 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

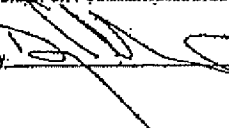
10.20.5 This Agreement represents the entire and integrated agreement between FCCD and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument, which is signed by both FCCD and the Consultant and shall be in force and effect from and after the day on which FCCD gives notice to the Consultant to begin the services required under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

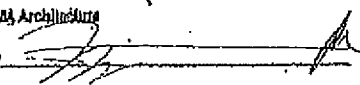
WITNESS:

FOREST CITY COMMERCIAL DEVELOPMENT, INC.


Print Name: Linda P. [unclear]

By: 

JMA Architects

By: 

LIST OF EXHIBITS

Any conflicts between the preceding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B" REQUIRED SUBMITTALS

EXHIBIT "C" PERFORMANCE SCHEDULE

EXHIBIT "D" FEE BREAKDOWN

EXHIBIT "E" ADDITIONAL COMPENSATION

EXHIBIT "F" KEY PERSONNEL LIST

EXHIBIT "G" CERTIFICATE

EXHIBIT A

SCOPE OF SERVICES

ARTICLE I: GENERAL

1.1 Upon authorization to proceed as described in Exhibit "C", the Consultant shall provide the following in accordance with the Schedule (Exhibit "C") included herein. The Scope of Service set forth in this Exhibit and the compensation to the Consultant for said Scope of Services is based upon the Consultant and FCCD each performing its responsibilities in a timely manner.

1.2 PROJECT DESCRIPTION AND CONSTRUCTION COST BUDGET

- 1.2.1 The Project program, which may be altered as the Project develops, contains the following elements:
 - 1.2.1.1 Construction Cost Budget Approximately \$93,000,000.00
 - 1.2.1.2 Approximate Gross Site Acreage: 2.6 Acres
 - 1.2.1.3 Approximate Gross Building Square Footage: 283,000 SF
 - 1.2.1.4 Improvement Description: The Project known as New City Hall will consist of approximately 283,000 square foot, 7-story above grade and occupied basement high rise sited on 2.6 acre site in downtown Las Vegas, NV, Bound by Lewis Avenue at the North, First Street on the East, Clark Avenue on the South and Main Street on the West. It is anticipated that the project will include a 270,000 square foot office building, two Civic Plaza, approximately 50 restricted parking spaces located in the basement, 30 surface parking spaces and 2,000 square foot of retail space. Future expansion of an additional 140,000 square feet is included as part of Conceptual Site Plan and Missing phase work. LEED Silver Certification is desired and the design team will work toward this goal.

1.3 CHANGES TO SCOPE OR SERVICES

1.3.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as the Project develops.

1.3.2 If increased scope or workload is encountered, the Consultant is to notify FCCD in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

1.3.3 CHARGE IN SCOPE: Should the Project size or budget as described herein be adjusted during the schematic design phase of this Agreement by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

1.3.4 FCCD Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

1.4 GENERAL REQUIREMENTS

1.4.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subcontractor contracts at all times, the provisions of this Agreement related to FCCD's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

1.4.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and its subconsultants at all times agree to waive and do hereby waive voluntarily all rights to exhibition and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 507, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the name or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction,

relocation, and any other activities conducted by FCCD, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of FCCD, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all times covenant not to assert such rights against FCCD, its officers, employees, agents, contractors, licensees, successors or assigns.

1.4.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.4.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal" under the Substitution requirements of Section 01600.

1.4.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.4.6 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should FCCD choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted program or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the Agreement.

1.4.7 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

1.4.8 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

1.4.9 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to FCCD shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

1.4.10 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance in any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

1.4.11 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the City of Las Vegas building department may normally allow as "deferred submittals." When complying with NRS 336.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with FCCD and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by FCCD prior to the Consultant making any revisions and charged to the contractor by change order.

1.4.12 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant.

to correct specifically including any additional construction costs resulting from such failures in the construction bkl documents. The Consultant agrees to include this requirement into subcontract agreements with subcontractors providing services for the Project.

1.4.13 The Consultant acknowledges the requirement to incorporate FCCD's approved "Instructions to Bidders", "General Conditions" and "Division One", into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these documents and agree to include this provision in all sub-consultant contracts. The Consultant acknowledges that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

1.4.14 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.4.15 Throughout the design phases of the project, participants in regularly scheduled weekly design meetings with FCCD. Coordinate attendance of subcontractors and other parties as appropriate to the progress of the work and to avoid delay. Unless the City and FCCD elects to do so and provide a written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to FCCD, within 5 days following each meeting.

1.5 DEFINITIONS

1.5.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.5.2 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

1.6 FCCD'S REVIEW PROCESS

1.6.1 Upon receipt of any documents furnished by the Consultant, FCCD Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if FCCD Representative determines that the documents are insufficient, inadequate, or incomplete, FCCD shall notify the Consultant and request documents which are professionally complete and appropriate, per Exhibit "B", for each service phase submitted. The decision by FCCD Representative in this matter shall be final.

1.6.2 If FCCD Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, FCCD may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If FCCD elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in Exhibit "B", that are sufficient, adequate and complete in the discretion of the FCCD Representative for review by FCCD. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including Las Vegas City Council meeting when requested by FCCD to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to FCCD, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

1.6.3 FCCD's review period in the Project Schedule shall not begin until FCCD Representative determines that the documents presented by Consultant fully comply with the requirements. After FCCD Representative determines that the documents comply with such requirements, FCCD shall begin a review of the documents.

1.6.4 After FCCD returns the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to FCCD's correction(s), comment(s), and change(s), which state the action taken and reason for such action for each item presented by FCCD.

1.6.5 Consultant acknowledges that after FCCD's initial review of the documents as set forth above, the City may elect to review such documents.

ARTICLE 2: FCCD'S RESPONSIBILITIES

2.1 FCCD will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 FCCD shall provide the Consultant with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Project budget and the amount of the Construction Cost Budget.

2.2.3 Project schedule.

2.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 FCCD shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by FCCD.

2.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of BID and construction documents, except as specifically required to be provided by the Consultant.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Responsibilities Specific to this Project for Various Phases

3.1.2 Programming and Conceptual Design Phase

3.1.3 Schematic Design and Master Planning Phase

3.1.4 Design Development Phase

3.1.5 Construction Document Phase

3.1.6 Bidding Phase

3.1.7 Construction Administration Phase

3.1.8 Post Construction Phase

3.2 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

3.2.1 LEED CERTIFICATION

3.2.1.1 The City has mandated that new, occupied public buildings built by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards. The Consultant shall provide services to fully register, administer, analyze, model, design, document, submit, resubmit, and use its best efforts to ensure that this Project achieve a Silver level or higher certification from the USGBC (U.S. Green Building Council), using latest version of the appropriate standards available on the date of this Agreement or other standards if the Director of the Nevada State Office of Energy has determined that an updated version of LEED standards is not appropriate for use. FCCD shall pay the USGBC required registration and certification fees.

3.2.2 COST ESTIMATES

3.2.2.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by FCCD. Work with FCCD to reconcile the Consultant's estimates with FCCD's estimates. Should the Consultant and FCCD disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, FCCD's estimated factors will be used in determining the Construction Cost Estimate.

3.2.2.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify FCCD and propose design solutions that will bring the Project within the Construction Cost Budget. Exclude approved solutions as required at no additional costs to FCCD.

3.2.3 GOVERNMENTAL AND AGENCY APPROVALS

3.2.3.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.2.3.1.1 General Plan Amendment. If requested by FCCD, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

3.2.3.1.2 Rezoning. If requested by FCCD, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

3.2.3.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Suncoast, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.2.3.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

3.2.3.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.2.3.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.2.3.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and the City of Las Vegas Land Development Section, including a Drainage Compliance Report.

3.2.3.1.8 Traffic Study. If requested by FCCD, traffic studies shall be provided as an Additional Service.

3.2.3.1.9 New and Modified Stationary Sources of Air Pollutants Permit. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

3.2.3.1.9.1 Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and meeting representation. FCCD will provide the Consultant with any required fees payable to Clark County.

3.2.3.1.9.2 Operating Permit. If requested by FCCD, assist in the preparation of the required calculations and documentation.

3.2.3.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by FCCD or any utility or governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to FCCD Representative on no less than a weekly basis until approved, and notify FCCD in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.2.3.3 FEES. Notify FCCD of any required utility, application, permit and review fees, which shall then be the responsibility of FCCD to pay.

3.2.3.4 APPROVAL. FCCD shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.2.4 GEOTECHNICAL DATA

3.2.4.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by FCCD or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.2.4.2 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. FCCD cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling error. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.2.4.3 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.2.4.4 It is understood that FCCD may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.2.4.5 SPECIFICATION. FCCD will provide the Consultant with a sample specification "Section 02050 -- Subsurface Conditions" to demonstrate how this report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

3.2.4.6 NUMBER OF SOIL BORINGS. The Consultant acknowledges that FCCD's decision to place the contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described herein. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to FCCD as a part of the Consultant's Basic Services.

3.3 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.3.1 Upon authorization by FCCD to proceed with the Programming and Conceptual Design Phase, the Consultant shall:

3.3.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

3.3.1.2 **SITE SURVEY.** Prepare a boundary and topographic survey for the Project.

3.3.1.3 **GENERAL PROJECT PROGRAM REQUIREMENTS.** Receive from FCCD/City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.3.1.4 **PROGRAMMING REPORT.** Work with FCCD/City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for FCCD's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

3.3.1.5 **LEED CREDITS REPORT.** In meetings with FCCD Representative and stakeholders, analyze, cost estimate, recommend, and report the LEED Credits to pursue for certification. Upon agreement with FCCD, register the Project with the USGBC.

3.3.1.6 **SITE UTILIZATION REPORT.** Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for FCCD's approval, a draft Site Utilization Report.

3.3.1.7 **ESTIMATE.** Prepare a conceptual level Construction Cost Estimate for the Project.

3.3.1.8 **REVIEW.** Participate in design review meetings in which FCCD will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate FCCD's review comments.

3.3.1.9 **SUBMITTAL.** Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in Exhibit "B". Furnish six (6) copies of the submittal to FCCD. FCCD/City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. FCCD shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

3.4 SCHEMATIC DESIGN (SD) PHASE

3.4.1 Upon authorization by FCCD to proceed with the Schematic Design Phase, the Consultant shall:

3.4.1.1 **REVIEW.** Review the program, schedule and Construction Cost Budget confirmed by FCCD to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with FCCD. Conduct a preliminary evaluation of FCCD's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise FCCD of any problem issues.

3.4.1.2 **DESIGN ALTERNATIVES.** Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with FCCD Representative, alternative approaches to the design and construction of the Project. Unless otherwise directed, two (2) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

3.4.1.3 **LEED CREDITS REPORT.** Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated.

3.4.1.4 **INTERIM ESTIMATE.** If and when requested by FCCD during the Schematic Design Phase, prepare an Interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

3.4.1.5 **SPECIFICATIONS.** Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.4.1.6 **ESTIMATE.** Prepare a schematic level Construction Cost Estimate.

3.4.1.7 **REVIEWS.** Participate in design review meetings in which FCCD and the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimates. Incorporate the City and FCCD's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.4.1.8 **SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT.** Prepare a formal bound report using FCCD's standard format for graphics and content. The report shall include the following:

- 3.4.1.8.1 Programming Report from the previous phase.
- 3.4.1.8.2 Site Utilization Report from the previous phase.
- 3.4.1.8.3 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
- 3.4.1.8.4 Outline specification.
- 3.4.1.8.5 Project Budget (provided by FCCD).
- 3.4.1.8.6 Construction Cost Estimate.
- 3.4.1.8.7 Project Schedule (provided by FCCD).
- 3.4.1.8.8 LEED Credits Report.
- 3.4.1.9 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

3.4.1.10 REVIEW. Participate in a Design Review Meeting in which FCCD and the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. FCCD shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

3.5 DESIGN DEVELOPMENT (DD) PHASE

3.5.1 Upon authorization by FCCD to proceed with the Design Development Phase, the Consultant shall:

3.5.1.1 DOCUMENTS. Based on the approved Schematic Design, Scope and Budget Report and any adjustments authorized by FCCD, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development Documents shall minimally include the following:

3.5.1.1.1 DRAWINGS:

- 3.5.1.1.1.1 Building data and code analysis.
- 3.5.1.1.1.2 Utility plans, including both on-site and off-site improvements.
- 3.5.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.
- 3.5.1.1.1.4 Planting plans.
- 3.5.1.1.1.5 Irrigation plans.
- 3.5.1.1.1.6 Site plans.
- 3.5.1.1.1.7 Floor plans, indicating the size of rooms and furniture arrangements.
- 3.5.1.1.1.8 Reflected ceiling plans.
- 3.5.1.1.1.9 Roof plans.
- 3.5.1.1.1.10 Building elevations.
- 3.5.1.1.1.11 Building and wall sections.
- 3.5.1.1.1.12 Finish schedules.
- 3.5.1.1.1.13 Foundation plans.
- 3.5.1.1.1.14 Framing plans.
- 3.5.1.1.1.15 Heating, ventilating and air conditioning (HVAC) plans.
- 3.5.1.1.1.16 Plumbing plans.
- 3.5.1.1.1.17 Lighting plans.
- 3.5.1.1.1.18 Power plans.
- 3.5.1.1.1.19 Low voltage system plans.
- 3.5.1.1.1.20 Signage plans.

3.5.1.1.1.21 Any other drawings necessary to describe the Project sufficiently and to prepare an accurate cost estimate.

3.5.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submitted, "Part 1—Section Includes" and completed "Part 2—Products" for each section.

3.5.1.1.3 LEED CREDITS REPORT. Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated.

3.5.1.1.4 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior colormaterials boards, renderings and other design information as required to properly illustrate the proposed design for FCCD's review and approval.

3.5.1.1.5 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.5.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual firm, shall participate in a Value Engineering Session with FCCD personnel.

3.5.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all FCCD approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.5.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City and FCCD will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. FCCD shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

3.5 CONSTRUCTION DOCUMENTS (CD) PHASE

3.5.1 Upon authorization by FCCD to proceed with the Construction Documents Phase, the Consultant shall:

3.5.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by FCCD, the Consultant shall prepare for review and approval by FCCD the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by FCCD, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to review or correct any deficiency or error in the Construction Documents. FCCD's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

3.5.1.2 BID DOCUMENTS. The Consultant shall assist FCCD in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between FCCD and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.5.1.3 LEED CREDITS REPORT. Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated. Complete all design phase credit submittals to the USGBC for review.

3.5.1.4 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 00 percent, 00 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise FCCD of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.5.1.5 CONSTRUCTION SCHEDULE. Estimator shall include with the 00 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.5.1.6 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City and FCCD will present and discuss comments generated during review of the 00 percent and 00 percent CD Submittals.

3.6.1.7 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each of 70 percent final documents to FCCD for review and comment.

3.6.1.7.1 Prepare 50 percent Construction Documents, including the following:

3.6.1.7.1.1 General

- 3.6.1.7.1.1.1 Completed title sheets, abbreviations, legends and site plans.
- 3.6.1.7.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 3.6.1.7.1.1.3 Incorporation of all requirements and specific direction given by FCCD prior to the 50 percent CD Submittal.
- 3.6.1.7.1.1.4 Reference of all applicable codes, Project data and design numbers for related assemblies.

3.6.1.7.1.2 Civil

- 3.6.1.7.1.2.1 Existing facilities plans showing all existing topography and improvements.
- 3.6.1.7.1.2.2 Utility distribution plans with sizes of all new and existing utilities.
- 3.6.1.7.1.2.3 Rough grading plans.
- 3.6.1.7.1.2.4 Finish paving and grading plans.
- 3.6.1.7.1.2.5 Horizontal control plans.
- 3.6.1.7.1.2.6 Horizontal and vertical control plans for all site lighting pole bases.
- 3.6.1.7.1.2.7 Details with references to the plans.
- 3.6.1.7.1.2.8 Final calculations required to meet all levels of completion.

3.6.1.7.1.3 Landscape

- 3.6.1.7.1.3.1 Landscaping plans denoting all materials and sizes....
- 3.6.1.7.1.3.2 Irrigation plans with sizing of all piping.
- 3.6.1.7.1.3.3 Details with references to the plans.

3.6.1.7.1.4 Architectural

- 3.6.1.7.1.4.1 Floor plans with all dimensions and room finishes noted.
- 3.6.1.7.1.4.2 All door, window, hardware, and glazing schedules complete.
- 3.6.1.7.1.4.3 Roof and selected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.6.1.7.1.4.4 All elevations and sections.
- 3.6.1.7.1.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
- 3.6.1.7.1.4.6 Interior and exterior details.
- 3.6.1.7.1.4.7 All section and detail subtitles completed to indicate the location of the sections and details.

3.6.1.7.1.5 Structure

- 3.6.1.7.1.5.1 Foundation plans including all dimensions.
- 3.6.1.7.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.
- 3.6.1.7.1.5.3 Complete section and detail sheets.
- 3.6.1.7.1.5.4 Completed and detailed roof framing plans.
- 3.6.1.7.1.5.5 Final calculations required to meet this level of completion.

3.6.1.7.1.6 Mechanical/Piping

- 3.6.1.7.1.6.1 All HVAC sizing (ducts and equipment).
- 3.6.1.7.1.6.2 All air flow quantities noted.
- 3.6.1.7.1.6.3 All mechanical equipment and fixture schedules completed.
- 3.6.1.7.1.6.4 All pipe sizes noted.
- 3.6.1.7.1.6.5 Corrosion protection requirements specified.
- 3.6.1.7.1.6.6 Points-of-connection including invert elevations.
- 3.6.1.7.1.6.7 Completed riser diagrams.
- 3.6.1.7.1.6.8 All control diagrams shown and completed.

- 3.6.1.7.1.6.9 All details completed and referenced to the plans.
- 3.6.1.7.1.6.10 Final calculations required to meet this level of completion.

3.6.1.7.1.7 Electrical

- 3.6.1.7.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.6.1.7.1.7.2 Required single line drawings.
- 3.6.1.7.1.7.3 Completed panel schedules.
- 3.6.1.7.1.7.4 Electrical room details showing equipment in plan and elevation.
- 3.6.1.7.1.7.5 All special systems including grounding wells.
- 3.6.1.7.1.7.6 All details completed and referenced to the plans.
- 3.6.1.7.1.7.7 Fire alarm riser diagrams and zone schedules.
- 3.6.1.7.1.7.8 Final calculations required to meet this level of completion.

3.6.1.7.1.8 Specifications

- 3.6.1.7.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.6.1.7.1.8.2 Final form technical specifications in CSI format.

3.6.1.7.2 Prepare 70 percent Construction Documents, including the following:

- 3.6.1.7.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.6.1.7.3 Prepare 90 Percent Construction Documents, including the following:

3.6.1.7.3.1 Drawings

- 3.6.1.7.3.1.1 Complete drawings containing all the information required for the 90 percent Construction Documents.

3.6.1.7.3.2 Specifications

- 3.6.1.7.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.6.1.7.3.3 Calculations

- 3.6.1.7.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.6.1.7.3.4 General

- 3.6.1.7.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
- 3.6.1.7.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.
- 3.6.1.7.3.4.3 Provide Exterior Light Fixture cut sheets for review.

3.6.1.7.4 Prepare Final Construction Documents, including the following:

3.6.1.7.4.1 Drawings

- 3.6.1.7.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.6.1.7.4.2 Specifications

- 3.6.1.7.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.6.1.7.4.3 Calculations

3.6.1.7.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.6.1.7.4.4 General

3.6.1.7.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by FCCD and regulatory authorities and agencies into the Final Construction Documents Submitted. The Consultant shall provide FCCD a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

3.6.1.7.4.4.2 Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in Exhibit "A" and Exhibit "B".

3.7 BIDDING PHASE

3.7.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, FCCD shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.7.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to FCCD ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to FCCD and the date on which proposals are sought.

3.7.3 Upon authorization by FCCD to proceed with the bidding phase, the Consultant shall:

3.7.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to FCCD for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by FCCD as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by FCCD, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to FCCD, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by FCCD.

3.7.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification file, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

3.7.3.3 Attend and participate in the Pre-bid meeting.

3.7.3.4 Participate in bid evaluation and recommendations.

3.7.4 FCCD shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.8 CONSTRUCTION ADMINISTRATION PHASE

3.8.1 The Construction Phase for the Project will commence with FCCD's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

3.8.2 **CONSTRUCTION PROJECT REPRESENTATIVE.** The individual designated as FCCD's Construction Project Representative is indicated in Exhibit "F" (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by FCCD as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of FCCD Representative, to coordinate weekly construction site meetings and represent FCCD in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

3.8.3 Upon authorization by FCCD to proceed with the construction phase, the Consultant shall:

3.8.3.1 **MEETINGS.** Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Progress Meetings" with FCCD and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by FCCD. Meeting dates, times, and place will be determined by FCCD.

3.8.3.2 **SIYE VISITS.** Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

3.8.3.3 **LEED CREDITS REPORT.** Monthly during the construction phase, update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated. Brief the construction team at the Construction Progress Meetings about the LEED construction phase credit requirements, track the contractor's progress in achieving the credits, and submit compliance documentation to the USGBC for review. Complete all construction phase credit submittals to USGBC for review.

3.8.3.4 **DEFECTIVE WORK.** Advise FCCD of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of FCCD only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of FCCD, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through FCCD's representatives.

3.8.3.5 **PAYMENT APPLICATIONS.** The Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the Consultant to FCCD, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by FCCD to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by FCCD to the Contractor.

3.8.3.6 **DOCUMENT REVISIONS.** During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specification files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, file, revision delta with date, revision

type, and a thorough description of the change. If FCCD should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to FCCD and Contractor, immediately upon completion of the permit plan check process.

3.8.3.7 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to FCCD and other local agencies whenever required to obtain approval and/or permits for construction of such substitution.

3.8.3.8 INTERPRETATIONS. If requested by FCCD, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between FCCD and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.8.3.9 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitation Contractor errors, repairs, suggestions, fixes and alternate means of construction, fieldable conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

3.8.3.10 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, FCCD shall be separately notified of such in writing.

3.8.3.11 CHANGE ORDERS. Promptly review, comment on, approve, and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for FCCD's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the construction documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the Owner in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

3.8.3.12 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.8.3.13 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.8.3.14 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.8.3.15 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.8.3.16 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

3.8.3.16.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

3.8.3.16.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless FCCD requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

3.8.3.16.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by FCCD for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to RFIs within 5 calendar days and submittals within 10 calendar days of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. (Unless

requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

3.3.16.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to FCCD.

3.0 POST CONSTRUCTION PHASE

3.0.1 The Consultant shall:

3.0.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) reproducible mylar form to FCCD.

3.0.1.2 LEED CREDITS REPORT AND CERTIFICATION. No less frequently than monthly until certification is achieved, update the list of LEED credits being pursued and the current status of each credit. Follow up the USGBC's review and certification process including providing additional documentation, filing appeals, and pursuing alternate substitute credits for any credits that were for any reason denied, as needed to achieve FCCD desired certification level.

3.0.1.3 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist FCCD in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The Consultant shall provide the following submittals, delivered to FCCD unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Geotechnical Report
- 2.2 Site Survey.
- 2.3 Programming Report
- 2.4 Operating Cost Analysis.
- 2.5 LEED Credits Report.
- 2.6 Site Utilization Report.
- 2.7 Construction Cost Estimate.
- 2.8 Conceptual Design Drawings.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
- 3.2 LEED Credits Report.
- 3.3 Construction Cost Estimate.
- 3.4 PROJECT SCOPE AND BUDGET REPORT.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
- 4.2 Preparation Drawings, mounted.
- 4.3 Materials Board.
- 4.4 Flood/Hydrology Report draft, if required by governing authorities
- 4.5 Construction Cost Estimate.
- 4.6 LEED Credits Report.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and the City of Las Vegas Land Development Section, and written notice to FCCD of the submittal dates for each.
- 5.2 If required by governing authorities, Traffic Study submitted to the City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to FCCD of the submittal date.
- 5.3 Nevada Power, Entergy, and Las Vegas Valley Water District applications to their design departments, and written notice to FCCD of the submittal dates for each.
- 5.4 Construction Drawings and Specifications as described in the Scope of Services (Exhibit "A") at 50%, 70%, 90%, and 100% completion, utilizing FCCD's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
- 5.5 Exterior Light Fixtures Cut Sheets at 90% Submittal.
- 5.6 Building Permit Application.
- 5.7 Building Department and Land Development plan review permit applications.
- 5.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporates all governmental, agency, and utility company design comments and corrections.
- 5.9 Table of Contents listing Sections 1 through 16, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
- 5.10 Drawing list with sheet title and issue date for each sheet.
- 5.11 Specifications contributing authors' stamp and signature sheet.
- 5.12 Operating Cost Analysis, as required by NRS 83A.180 if an occupied building over 20,000 square feet.
- 5.13 LEED Credits Report.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
- 7.2 Drainage Conference Report.
- 7.3 LEED Credits Reports.

ARTICLE 8: POST CONSTRUCTION PHASE

- 8.1 Final Record Drawings in both electronic and Mylar format.
- 8.2 LEED Credits Reports and Certification.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	SCHEDULE TO COMPLETE	REMARKS
Conceptual Mapping & Site Layout	6/7/2008	Includes 2 week FCCD review period.
Schematic Design	7/2/2008	Includes 2 week FCCD review period.
Design Development	10/15/2008	Includes 2 week FCCD review period.
Construction Documents-Core/Shell	12/17/2008	FCCD review is concurrent with drawings. See notes below for definition of the Days for this phase.
Construction Documents-Interior	4/8/2009	
Bidding		FCCD determined.
Construction		FCCD determined.
Post Construction		FCCD determined.

- 2.2 FCCD review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.
- 2.4 Consultant acknowledges that the City may elect to review submittals and in the event of such election by the City the periods outlined above shall be adjusted to reflect a reasonable period of time for the City's review following review and approval by FCCD.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither FCCD nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to FCCD resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify FCCD of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.
- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 3.3.3 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.
- 3.3.5 The Nevada Power Company design precedes the Embargo submittal and other dry utilities design, and must be submitted a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as possible may result in FCCD having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4 The Consultant hereby agrees to reimburse FCCD for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

TOTAL COMPENSATION

The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$7,227,580.00. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

FCCD will, Authorize to Proceed (ATP), Consultant for Basic Services, Additional Services and Reimbursable Expenses for each phase of services. The ATP must be provided in writing prior to Consultant proceeding to next phase of services.

PAYMENT BASED ON THE COMPLETION OF PHASES

For the services set forth in Exhibit "A" (Scope of Services), FCCD agree to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Conceptual Mapping & Site Layout	%	\$120,110.00	ATP
Schematic Design	%	\$891,119.00	ATP
Design Development	%	\$1,401,568.00	
Construction Documents	%	\$2,503,430.00	
Bidding	%	\$282,582.00	
Construction Administration	%	\$1,216,612.00	
LEED Certification	%	\$153,500.00	
	TOTAL	\$6,848,007.00	
Developer Requested Non-Design Tasks	Grand Total	\$113,562.00	ATP
		\$6,962,569.00	

ESTIMATES

Consultant shall deduct from the above Fees \$5,000 for each of the following required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase: Conceptual Design, Schematic Design, Design Development, Construction Document at 60%, Construction Document at 80%, and Construction Document at 100%.

ALLOWANCE FOR ADDITIONAL SERVICES

A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. FCCD Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to Invoices submitted in accordance with the Agreement.

Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		REMARKS
Vacation of Alley	\$7500.00	ATP
Vacation of Utility Easements	\$15,000.00	ATP
Boundary and Topo Survey	\$10,000.00	ATP
Geotechnical Investigation	\$67,664.00	ATP
Site Specific Seismic	\$5,000.00	ATP
Ground Water Sampling	\$4193.00	ATP
In-Situ Testing (PMT)	\$9726.00	ATP
Phase I ESA	\$4500.00	ATP
TOTAL NOT-TO-EXCEED COST	\$113,582.00	
TEST MARK-Commissioning	\$470,000.00	

ALLOWANCE FOR REIMBURSABLE EXPENSES

For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	\$465,000.00	ATP Limit \$185,000.00

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal	\$200	Per Hour
Vice President	\$150	Per Hour
Project Manager	\$125	Per Hour
Senior Designer	\$125	Per Hour
CA Manager	\$100	Per Hour
Senior Interior Designer	\$100	Per Hour
Senior Project Professional	\$85	Per Hour
Designer	\$85	Per Hour
Project Professional	\$80	Per Hour
CA Administrator	\$80	Per Hour
Interior Designer	\$80	Per Hour
Administrative	\$50	Per Hour

SUB-CONSULTANT HOURLY RATES

SUBCONSULTANT #1 ELKUS-MANFREDI	RATE	UNIT
Howard F Elkus FAIA, RIBA, LEED AP	\$350	Per Hour
Samuel G Norod AIA	\$250	Per Hour
Elizabeth O Lowrey	\$250	Per Hour
Vice President	\$200	Per Hour
Senior Project Manager	\$180-185	Per Hour
Project Manager	\$135-160	Per Hour
Senior Project Architect	\$140-175	Per Hour
Project Architect	\$105-140	Per Hour
Senior Technical Coordinator	\$165-185	Per Hour
Project Designer	\$150-180	Per Hour
Senior Architect	\$130-160	Per Hour
Construction Detail Specialist	\$120-150	Per Hour
Architect	\$80-115	Per Hour
Senior Interior Designer	\$140-180	Per Hour
Interior Project Manager	\$135-160	Per Hour
Interior Designer	\$100-130	Per Hour
Designer	\$70-90	Per Hour
Junior Designer	\$50-70	Per Hour

SUBCONSULTANT #2 GRÉN	RATE	UNIT
Principal	\$140	Per Hour
Specification Writer	\$120	Per Hour
Word Processor	\$85	Per Hour

SUBCONSULTANT #3 ECM	RATE	UNIT
Principal	\$140	Per Hour
Project Estimator	\$100	Per Hour
Technical Estimator	\$90	Per Hour
Data Entry	\$70	Per Hour
Clerical	\$70	Per Hour

SUBCONSULTANT #4 Poggemeyer Design Group	RATE	UNIT
Senior Principal	\$200	Per Hour
Principal	\$175	Per Hour
Project Manager	\$158	Per Hour
Senior Project Engineer	\$137	Per Hour
Project Engineer	\$128	Per Hour
Engineer	\$115	Per Hour
Engineering Intern	\$100	Per Hour
Landscape Architect	\$125	Per Hour
Jr. Landscape Architect	\$108	Per Hour
Landscape Designer	\$85	Per Hour
CAD Manager	\$100	Per Hour
Senior Designer	\$100	Per Hour
Senior CAD Technician	\$85	Per Hour
CAD Technician	\$82	Per Hour
Junior CAD Technician	\$72	Per Hour
Project Representative	\$103	Per Hour
Registered Surveyor	\$125	Per Hour
Survey Crew (2 Person)	\$185	Per Hour
Survey Crew (3 Person)	\$220	Per Hour
Clerical	\$85	Per Hour
Expert Witness (Includes depositions)	\$380	Per Hour

SUBCONSULTANT #8 DESIMONE	RATE	UNIT
Senior Principal	\$315	Per Hour
Principal	\$270	Per Hour
Senior Associate Principal	\$240	Per Hour
Associate Principal	\$235	Per Hour
Senior Associate	\$220	Per Hour
Associate	\$215	Per Hour
Senior Project Manager	\$180	Per Hour
Project Manager	\$180	Per Hour
Senior Project Engineer	\$180	Per Hour
Project Engineer	\$140	Per Hour
CAD Manager	\$200	Per Hour
Senior Designers	\$180	Per Hour
Senior CAD Drafter	\$180	Per Hour
CAD Drafter	\$135	Per Hour

SUBCONSULTANT #6 JBA Consulting Engineers	RATE	UNIT
Sr. Principals	\$300	Per Hour
Principals/Directors	\$250	Per Hour
Sr. Engineers	\$175	Per Hour
Sr. Project Managers	\$150	Per Hour
Project Manager	\$125	Per Hour
Designers	\$85	Per Hour
Design CADD Operators	\$75	Per Hour
CADD Operators	\$65	Per Hour
Clerical	\$55	Per Hour

SUBCONSULTANT #7 Lighting Design Alliance	RATE	UNIT
President	\$200	Per Hour
Principal	\$150	Per Hour
Senior Designer	\$125	Per Hour
Designer	\$95	Per Hour
Computer Graphics Manager	\$105	Per Hour
AutoCAD Manager	\$80	Per Hour
AutoCAD Drafter	\$55	Per Hour

SUBCONSULTANT #8 Lawson	RATE	UNIT
Principal	\$170	Per Hour
Project Manager	\$125	Per Hour
Architect	\$105	Per Hour
Clerical	\$55	Per Hour

SUBCONSULTANT #9 Shen Milgrom Wilke	RATE	UNIT
Partners	\$225	Per Hour
Principal	\$225	Per Hour
Associate Principal	\$225	Per Hour
Senior Associate	\$165	Per Hour
Senior Consultant	\$165	Per Hour
Associate	\$150	Per Hour
Associate Consultant	\$110	Per Hour
Consultant	\$110	Per Hour
Staff Consultants	\$110	Per Hour
CAD Designer	\$82	Per Hour
Staff	\$52	Per Hour

SUBCONSULTANT #10 CDC, Inc.	RATE	UNIT
Sr. Principal	\$250	Per Hour
Principal	\$210	Per Hour

Associate	\$190	Per Hour
Consultant IV	\$185	Per Hour
Consultant III	\$175	Per Hour
Consultant II	\$160	Per Hour
Consultant I	\$130	Per Hour
Engineer	\$145	Per Hour
CAD Tech	\$105	Per Hour

SUBCONSULTANT #11 The Weidt Group	RATE	UNIT
Principal - Energy	\$180	Per Hour
Project Manager III - Energy	\$185	Per Hour
Project Manager II - Energy	\$125	Per Hour
Project Manager I - Energy	\$100	Per Hour
Energy Specialist III - Energy	\$125	Per Hour
Energy Specialist II - Energy	\$105	Per Hour
Energy Specialist I - Energy	\$85	Per Hour
Multimedia III	\$125	Per Hour
Technical III - Admin	\$80	Per Hour
Technical II - Admin	\$65	Per Hour
Technical I - Admin	\$60	Per Hour

SUBCONSULTANT #12 SWA Group	RATE	UNIT
Principal	\$185-260	Per Hour
Associate	\$91-145	Per Hour
Staff	\$73-96	Per Hour
Technical Word Processor	\$64	Per Hour

SUBCONSULTANT #13 TestMarox	RATE	UNIT
Principal	\$170	Per Hour
Engineer/Project Manager	\$130	Per Hour
Technical Specialist	\$120	Per Hour
Commissioning Specialist	\$110	Per Hour

These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub consultants, FCCD shall compensate the Consultant a multiple of one and one fifth (1.20) times the amounts billed to the Consultant for such services which multiple has been included in the Additional Services fees shown herein.

The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services or Additional Services if so requested by FCCD in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule; (ii) changes required due to conflicting instructions previously given by FCCD; (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents; (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause; and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

FCCD PERSONNEL

FCCD REPRESENTATIVE: Dimitri Vazalakis

CONSTRUCTION PROJECT REPRESENTATIVE: David H. Phillips

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the consultant to work on the Project. Any changes require FCCD approval.

CONSULTANT'S REPRESENTATIVE: Michael L. Crowe

PROJECT ARCHITECT:

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require FCCD approval.

DESIGN ARCHITECT: Elkus-Manfredi Architects

SPECIFICATIONS: GRGN

INDEPENDENT COST ESTIMATOR (NOT the consultant): ECM

CIVIL ENGINEER: Postma Meyer Design Group

LANDSCAPE DESIGN: SWA Group

STRUCTURAL ENGINEER: DESIMONE Consulting Engineers

MECHANICAL ENGINEER: JBA Consulting Engineers

ELECTRICAL ENGINEER: JBA Consulting Engineers

PLUMBING ENGINEER: JBA Consulting Engineers

TELECOMMUNICATIONS, AV & SECURITY/SURVEILLANCE ENGINEERS: JBA Consulting Engineers

BUILDING & MECHANICAL ACOUSTICS (EXCLUDING COUNCIL CHAMBERS): JBA Consulting Engineers

FIRE PROTECTION/EGRESS: JBA Consulting Engineers

SPECIALTY LIGHTING: Lighting Design Alliance

TV STATION CONSULTATION: Lawson & Associates

COUNCIL CHAMBER AV & ACOUSTICS: Shen Milson Wilke

CURTAIN WALL DESIGN: CDC, Inc.

ENERGY MODELING/DAYLIGHT MODELING: The Weld Group

LEED DOCUMENTATION: JMA, Potomacaval Design Group, GRÉN

3rd PARTY COMMISSIONING: TestMux

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"FCGD" means Forest City Commercial Development.

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with FCGD.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 78-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement. This policy applies to this contract between FCGD and Consultant.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between FCGD and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify FCGD in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify FCGD of any material change may result, at the option of FCGD, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name	Sole Proprietorship
Address	
Telephone	
EIN/SSRN	
Block 3 Type of Business	
☒ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation	

EXHIBIT 92.J52

FOREST CITY COMMERCIAL
MANAGEMENT, INC.
1000B Terminal Tower
50 Public Square
Cleveland, OH 44113
(216) 416-3064/579-0595 fax
DonnaAnderson@forestcity.net

July 10, 2012

Ms. Jennifer Lloyd-Robinson, Esq.
PEZILLO ROBINSON
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

Via Federal Express

RE: CASHMAN EQUIPMENT COMPANY vs. CAM CONSULTING, INC.

Dear Ms. Lloyd-Robinson:

We are in receipt of your June 27th letter requesting a response to the Subpoena Ducas Tecum for documents in the possession of LC/LW Vegas, LLC related to the above-referenced litigation. After searching our files, we did locate a copy of the February, 2012 Subpoena, and apologize for not following through on our response at that time.

To the best of our knowledge, we only have copies of the legal documents related to this matter, along with our internal transmittal/discussion regarding the receipt of the lien a year ago (copy attached). Summarized below are the legal documents I am not transmitting:

Your September 19, 2011 Facsimile Transmittal Sheet and letter to Mr. Boschee and Mr. Touton transmitting Cashman's Second Amended Complaint;

CT Corp's transmittal of the Subpoena dated February 10 and received on February 16, 2011;

Your letter to Shemilly Briscoe dated June 20, 2011;

Your June 27, 2011 letter to FC/LW Vegas, LLC reminding us of our responsibility to be responsive to the attached Subpoena.

Please be advised that FC/LW Vegas, LLC, our affiliate, no longer has any legal interest in the land. Early on, title transferred to another affiliate who title until it went to the City.
had

Very truly yours,

FOREST CITY COMMERCIAL
MANAGEMENT, INC.

Donna Anderson

Donna Anderson

CONFIDENTIAL FC-00047

J52-001

JA 00003836

EXHIBIT 92.J53

Anderson, Donna

From: Louttit, Eric
Sent: Wednesday, July 11, 2012 2:34 PM
To: Anderson, Donna
Subject: Re: LAS VEGAS CITY HALL SUBPOENA RESPONSE

The City now owns the land under City Hall. We completed a land swap with the City this Spring. FC/LW owns the other land downtown.

Eric J. Louttit
Forest City Real Estate Services
50 Public Square, Suite 1000B
Cleveland, OH 44113

Sent from my iPhone

On Jul 11, 2012, at 2:27 PM, "Anderson, Donna" <DonnaAnderson@forestcity.net> wrote:

> Thanks again, Eric. That is the company that is under the subpoena. Do they still own the underlying land? That would make sense as to why they notified that entity with the lien.

>

> Donna

>

> From: Louttit, Eric

> Sent: Wednesday, July 11, 2012 2:00 PM

> To: Anderson, Donna

> Subject: Re: LAS VEGAS CITY HALL SUBPOENA RESPONSE

>

> They didn't really have a role. FC/LW is the entity that we put together when we restructured our partnership with our partners. FC/LW became the owner of the land but didn't really have a role in the City deal.

>

> Eric J. Louttit

> Forest City Real Estate Services

> 50 Public Square, Suite 1000B

> Cleveland, OH 44113

>

> Sent from my iPhone

>

> On Jul 11, 2012, at 11:33 AM, "Anderson, Donna" <DonnaAnderson@forestcity.net> wrote:

>

>> Thanks Eric, but what was LC/LW Vegas, LLC's role?

>>

>> Donna

>>

>> From: Louttit, Eric

>> Sent: Tuesday, July 10, 2012 5:44 PM

>> To: Anderson, Donna

>> Cc: Corsi, Emerick; Phillips, David; McCann, Gregory

>> Subject: Re: LAS VEGAS CITY HALL SUBPOENA RESPONSE

>>

>> Hi Donna. Let me try to clarify this issue for you if I can. The property beneath City Hall was originally owned by PQ Las Vegas LLC (an FC entity). PQ leased the ground to QH Las Vegas (also an FC entity), which entered into an agreement with the City of Las Vegas to be its Developer for the City Hall project. As developer, we maintained communications with the

City. QH hired Forest City Commercial Construction Co. to act as Owners Rep. FCCC hired Whiting Turner as the project Construction Manager at Risk, and WT entered into subcontractor agreements with all of the subs. WT hired Mojave, who hired CAM, who purchased the generator equipment from Cashman.

>>

>> WT was obligated per our contract to deliver a completed building with all components of the building operational. While we are aware of the lawsuit and the general details surrounding it, we have no legal obligations to Mojave, CAM or Cashman.

>>

>> As far as we are concerned, and pursuant to our contract with Whiting Turner, WT is ultimately responsible for resolving this issue and for delivering a building that is free of any claims or liens.

>>

>> Let me know if you need anything else.

>>

>> Eric J. Louttit

>> Forest City Real Estate Services

>> 50 Public Square, Suite 1800B

>> Cleveland, OH 44113

>>

>> Sent from my iPhone

>>

>> On Jul 10, 2012, at 10:42 AM, "Anderson, Donna"

<DonnaAnderson@forestcity.net<<mailto:DonnaAnderson@forestcity.net>>> wrote:

>>

>> Good afternoon!

>>

>> The LV City Hall's generator supplier was not paid by its subcontractor and they are in litigation. We are not involved in the lawsuit other than to respond to a Subpoena for any information we have about Cashman and CAM. Our response is due tomorrow. I checked with David Phillips, and all he had were copies of the Complaint, etc., but nothing about the facts of the lawsuit.

>>

>> In responding to the Subpoena, I'd like to generally describe our role in the LV City Hall project. Would LC/LW Vegas, LLC be described as a Construction Manager? Were we just overseeing the work by Whiting Turner and answering their questions, or were we responsible for dealing with the City, County, permits people, etc?

>>

>> Could you please take a moment to respond with a description of our work, so that I can get our response FedEx'ed out today?

>>

>> Thanks much!

>>

>> Donna

>>

EXHIBIT 92.J54

1	JOB COSTING SHEET, CUSTOMER PO, WORKSHEETS, QUOTES, BILL OF MATERIALS, AND PA
2	INVOICES FROM MANUFACTURER - (FG WILSON, EMPIRE, ETC), ORDER FORM, AND SPAR
3	ALL VENDOR QUOTES, PO'S AND INVOICES
4	FREIGHT BILLS, PACKIGN SLIPS, BILL OF LADINGS, SHIPPING AND RECEIVING DOCUMENTS, AND ACKNOWLEDGEMENTS
5	SERVICE WORK AUTHORIZATIONS, SERVICE INVOICES, LOAD BANK TEST RESULTS, DEALER REPORT OF SALES, WARRANTY REGISTER.
6	PRE-SALE CORRESPONDENCES
7	POST SALE CORRESPONDENCES
8	INTERNAL CORRESPONDENCES
9	CUSTOMER SPECS/DRAWINGS
10	SUBMITTALS

CASHMAN



INVOICE

 1.800.937.2326
 www.cashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-7524

 PLEASE REMIT TO:
 Cashman Equipment Company
 File # 56751
 Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
51236601	02-01-11	109502
AMOUNT		
156627.92		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	SALESMAN	TERMS	PAGE						
51236601	02-01-11	109502	767810-GEN10010	00	E	815	4	1						
T80W0 NUMBER	POD DATE	PO	LO	MO	SHIP VIA									
512366	02-01-11			10										
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACHINE # NUMBER						
XX	98AE500244	10-71M73354-01				.0		10-504						
QUANTITY	DESCRIPTION							PRICE						
1.0	CUSTOMER CONTACT: ANGELO CARVALHO EQUIPMENT SALE MISC UPS ID NO: 10-504 400 VA 277/480V 3 PHASE W/BATTERIES MGE MODEL #EPS6000 SHUNT RIP STATION MODEL: 98AE500244 SERIAL NO: 10-71M73354-01							156627.92						
PLEASE PAY THIS AMOUNT AMOUNT CREDITED							156627.92							

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV

89030-7524

SHIP TO/REFERENCE:

 CITY OF LAS VEGAS NEW CITY
 MOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS, NV 89118

CASHMAN



CREDIT MEMO

 1.800.937.2326
 www.cashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV

89030-7524

 THIS IS NOT AN INVOICE

THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S12364011	02-01-11	109502
AMOUNT		
CREDIT MEM		

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	SALESMAN	TERMS	PAGE
S12364011	02-01-11	109502	767810-UPS10011	00	E	815	4	1
FORM NO	DATE	MO	YR	NO	SHIP VIA			INV. SEQ. NUMBER
S12364	01-28-11			10				206219
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACHINE NUMBER	
XX	98AE500244	10-71M73354-01			.0		10-504	
QUANTITY	DESCRIPTION							PRICE
1.0	CUSTOMER CONTACT: ANGELO CARVALHO							
	EQUIPMENT SALE							
	MISC							
	MODE: 98AE500244							
	ID NO: 10-504							157415.00-
	SERIAL NO: 10-71M73354-01							
	400 W 277/480V 3 PHASE W/BATTERIES							
	MGE MODEL #EP86000							
	SHUNT TRIP STATION							
	NV TAX CLARK							12750.62-

PLEASE PAY THIS AMOUNT	CREDIT MEMO
AMOUNT CREDITED	170165.62

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV

89030-7524

SHIP TO/REFERENCE:

 CITY OF LAS VEGAS -NEW CITY
 MOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS NV 89118

CASHMAN



INVOICE

 1.800.937.2326
 www.cashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NLV, NV 89030

 PLEASE REMIT TO:
 Cashman Equipment Company
 File # 66751
 Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S1236401	01-31-11	109502
AMOUNT		
170165.62		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance, *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	SALESMAN	TERMS	PAGE				
S1236401	01-31-11	109502	767810-UPS10011	00	B	815	4	1				
ASO/WO NUMBER	DOB DATE	TO	TO	MO	SHIP VIA	INV. REQ. NUMBER						
S12364	01-28-11			10		206141						
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING	MACH TO NUMBER					
XX	98AE500244	10-71M73354-01				0	10-504					
QUANTITY	DESCRIPTION							PRICE				
1.0	CUSTOMER CONTACT: ANGELO CARVALHO EQUIPMENT SALE MISC UPS ID NO: 10-504 400 KW, 277/480V 3 PHASE W/BATTERIES MGE MODEL #EPS6000 SHUNT TRIP STATION NV TAX CLARK							157415.00				
								12750.62				
PLEASE PAY THIS AMOUNT							170165.62					
AMOUNT CREDITED												

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NLV, NV 89030

SHIP TO/REFERENCE:

 CITY OF LAS VEGAS -NEW CITY
 MOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS NV 89118

 J54-005
 JA 00000045

CASHMAN



INVOICE

 1.800.937.2326
 www.cashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-7524

 PLEASE REMIT TO:
 Cashman Equipment Company
 File # 56751
 Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S1236701	02-01-11	109502
AMOUNT		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	CASHMAN	TERMS	PAGE
S1236701	02-01-11	109502	767810-GEN10010	00	E	815	4	1
INVOICE NUMBER	INVOICE DATE	TO	FROM	MC	SHIP VIA	INV. BEGIN NUMBER		
S12367	02-01-11			10		206227		
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER HEADING		INVOICE NUMBER
AA	C32	JSJ01016				.0		10-081
QUANTITY	DESCRIPTION							PRICE
	CUSTOMER CONTACT: ANGELO CARVALHO							
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 900 KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR ID NO: 10-081 SERIAL NO: JSJ01016							152849.91
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 900 KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR ID NO: 10-082 SERIAL NO: JSJ01016							152849.91
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL TRANSWITCH 800A, 480/277V, 4P, 4W, N3R ID NO: 10-037 SERIAL NO: TSG03509							7672.45
1.0	EQUIPMENT SALE **1000A, 480/277V, 4P, N3R CATERPILLAR INC. MODEL TRANSWITCH ID NO: 10-038 SERIAL NO: TSG033510							10215.66
1.0	EQUIPMENT SALE **1200A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH ID NO: 10-039 SERIAL NO: TSG03511							10812.66
1.0	EQUIPMENT SALE **3000A, 480/277V, 3P, 4W, N3R CATERPILLAR INC. MODEL SWITCHGEAR PARALLELING SWITCHGEAR ID NO: 10-040 SERIAL NO: SWGR36267							244869.50
				PLEASE PAY THIS AMOUNT				
				AMOUNT CREDITED				

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-7524

SHIP TO/REFERENCE:

 CITY OF LAS VEGAS NEW CITY
 MOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS NV 89118

 J54-006
 JA 0003846

CASHMAN CAT

INVOICE

1.800.937.2328
www.cashmanequipment.comCAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524PLEASE REMIT TO:
Cashman Equipment Company
File # 56751
Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
81236701	02-01-11	109502
AMOUNT		
598936.26		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	SALESMAN	TERMS	PAGE		
81236701	02-01-11	109502	767810-CEN10010	00	E	815	4	2		
PROVNO NUMBER	BOOK DATE	PG	LO	MO	SHIP VIA	INV. SEQ. NUMBER				
812367	02-01-11			10		206227				
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACHINE NUMBER				
AA	C32	JSJ01016			.0	10-081				
QUANTITY							DISCOUNT			
FUEL SPARE PARTS SHUNT TRIP TRUCK DAY OVER CUSTOMER AGREEMENT COD							PRICE			
							7611.75			
							2353.17			
							497.50			
							1741.25			
							7462.50			
							598936.26			

SOLD TO:

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524

SHIP TO/REFERENCE:

CITY OF LAS VEGAS NEW CITY
MOJAVE ELECTRIC INC
3755 W HACIENDA AVE
LAS VEGAS NV 89118J54-007
JA 00063847

CASHMAN



INVOICE

 1.800.937.2326
 www.cashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NLV, NV 89030

 PLEASE REMIT TO:
 Cashman Equipment Company
 File # 56751
 Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S1236501	01-31-11	109502
AMOUNT		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STOCK	INVT	SALESMAN	TERMS	PAGE
S1236501	01-31-11	109502	767810-GEN10010	00	E	815	4	1
PO/NO NUMBER	DOC DATE	PO #	PO TO	ACC	SHIP VIA	INVT # NO NUMBER		
S12365	01-28-11			10		206156		
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACHINE NUMBER
AA	C32	JSJ01016				.0		10-081
QUANTITY	DESCRIPTION							PRICE
	CUSTOMER CONTACT: ANGELO CARVALHO							
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL 632 GENERATOR ID NO: 10-081 SERIAL NO: JSJ01016 900 KW 480/277V 4P, 4W, N3R ENCLOSED GENERATOR							153618.00
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 GENERATOR ID NO: 10-082 SERIAL NO: JSJ01016 900KW 480/277V 4P, 4W, N3R ENCLOSED GENERATOR							153618.00
1.0	EQUIPMENT SALE** 800A, 480/277V 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH AUTO TRANSWITCH ID NO: 10-037 SERIAL NO: TSG03509							7711.00
1.0	EQUIPMENT SALE** 1000A, 480/277V, 4P, N3R CATERPILLAR INC. MODEL TRANSWITCH AUTO TRANSWITCH ID NO: 10-038 SERIAL NO: TSG033510							10267.00
1.0	EQUIPMENT SALE** 1200A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH AUTO TRANSWITCH ID NO: 10-039 SERIAL NO: TSG03511							10867.00
	EQUIPMENT SALE CATERPILLAR INC. MODEL SWITCHGEAR							
PLEASE PAY THIS AMOUNT								
AMOUNT CREDITED								

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NLV, NV 89030

SHIP TO/REFERENCE:

 CITY IF LAS VEGAS NEW CITY
 MOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS, NV 89118

J54-008

JA 00003548

CASHMAN



INVOICE

 1.800.937.2326
 www.cashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NLV, NV 89030

 PLEASE REMIT TO:
 Cashman Equipment Company
 File # 56751
 Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S1236501	01-31-11	109502
AMOUNT		
650096.13		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STONE	OWN	SALESMAN	TERMS	PAGE			
S1236501	01-31-11	109502	767810-GEN10010	00	E	815	4	2			
PRO/NO NUMBER	PRO DATE	PO #	TO	MCY	SHIP VIA	INV. SEQ. NUMBER					
S12365	01-28-11			10		206156					
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACHINE NUMBER						
AA	C32	JSJ01016		.0	10-081						
QUANTITY	DESCRIPTION							PRICE			
1.0	SWITCHGEAR ID NO: 10-040 SERIAL NO: SWGR36267 3000A, 480/277V, 3P, 4W, N3R PARALLELING SG CUST SERV ACORN FUEL SPARE PARTS SHUNT TRIP STATION TRUCK RAY OVER NV TAX CLARK							246100.00			
								7500.00			
								7650.00			
								2365.00			
								500.00			
								1750.00			
								48150.13			
PLEASE PAY THIS AMOUNT							650096.13				
AMOUNT CREDITED											

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NLV, NV 89030

SHIP TO/REFERENCE:

 CITY IF LAS VEGAS NEW CITY
 MOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS, NV 89118

J54.009

JA 00608549

CASHMAN CAT

INVOICE

1.800.937.2326
www.cashmanequipment.comCAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524PLEASE REMIT TO:
Cashman Equipment Company
File # 56751
Los Angeles, CA 90074-6751

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S12365011	02-01-11	109502
AMOUNT		

THANK YOU!

***** To ensure proper credit, please detach this portion and return with remittance. *****

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	SALESMAN	TERMS	PAGE
S12365011	02-01-11	109502	767810-GEN10010	00	E	815	4	1
FORM NO	DATE	PC	LC	NO	SHIP VIA			INV. SEQ. NUMBER
S12365	01-28-11			10				206218
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH. I.D. NUMBER
AA	C32	JSJ01016				.0		10-081
QUANTITY	DESCRIPTION							PRICE
CUSTOMER CONTACT: ANGELO CARVALHO								
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 ID NO: 10-081 SERIAL NO: JSJ01016 900 KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR							153618.00-
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 ID NO: 10-082 SERIAL NO: JSJ01013 900KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR							153618.00-
1.0	EQUIPMENT SALE** 1000A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH AUTO TRANSWITCH ID NO: 10-037 SERIAL NO: TSG03509							7711.00-
1.0	EQUIPMENT SALE** 1200A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH AUTO TRANSWITCH ID NO: 10-038 SERIAL NO: TSG033510							10267.00-
1.0	EQUIPMENT SALE** 1200A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH AUTO TRANSWITCH ID NO: 10-039 SERIAL NO: TSG03511							10867.00-
	EQUIPMENT SALE CATERPILLAR INC. MODEL SWITCHGEAR							
				PLEASE PAY THIS AMOUNT				
				AMOUNT CREDITED				

SOLD TO:

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524

SHIP TO/REFERENCE:

CITY IF LAS VEGAS NEW CITY
MOJAVE ELECTRIC INC
3755 W HACIENDA AVE
LAS VEGAS, NV 89118J54-Q10
JA 00063850

CASHMAN



CREDIT MEMO

1.800.937.2326

www.cashmanequipment.com

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524

THIS IS NOT AN INVOICE

THANK YOU!

INVOICE NUMBER	INVOICE DATE	CUSTOMER #
S12365011	02-01-11	109502
AMOUNT		
CREDIT MEM		

INVOICE NUMBER	INVOICE DATE	CUSTOMER #	CUSTOMER ORDER #	STORE	DIV	SALESMAN	TERMS	PAGE
S12365011	02-01-11	109502	767810-GEN10010	00	E	815	4	2
PGM NO NUMBER	PGM DATE	PGM NO	PGM LO	PGM MO	SHIP VIA			INVT SEC NUMBER
S12365	01-28-11			10				206218
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH ID NUMBER
AA	C32	JSJ01016				,0		10-081
QUANTITY	DESCRIPTION							PRICE
1.0	SWITCHGEAR ID NO: 10-040 SERIAL NO: SWGR36267 3000A, 480/277V, 3P, 4W, N3R PARALLELING SG CUST SRV NORM FUEL SPARE PARTS SHUNT DRIP STATION TRUCK PAY OVER NV TAX CLARK							246100.00- 7500.00- 7650.00- 2365.00- 500.00- 1750.00- 48150.13-
PLEASE PAY THIS AMOUNT						CREDIT MEMO		
AMOUNT CREDITED						650096.13		

SOLD TO:

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524

SHIP TO/REFERENCE:

CITY IF LAS VEGAS NEW CITY
MOJAVE ELECTRIC INC
3755 W HACIENDA AVE
LAS VEGAS, NV 89118

J54-011

JA 0009851



GEN

UPDATED: 8/10/2010

PMT: CHRIS MEIERS

FOREMAN: RICHARD CHRISTENSEN

FROM: Crystal Teissedre

RE: NEW CITY HALL

PO #: 767810-GEN-10010

TO: CAM CONSULTING C/O CASHMAN EQUIPMENT

ATTN: ANGELO CARVALHO / KEITH LOZEAU

FAX #:

ITEM #	QTY	TYPE	ITEM DESCRIPTION	SUB. DUE NOTE SENT	DATE APPROVED	RELEASED BY	DATE	TOTAL RELEASED	EST. SHIP DATE	TOTAL RECEIVED	TOTAL YET TO RECEIVE
1	1	GEN#1	900KW, 480/277V, 4P, 4W, N3R Enclosed Generator.	APP	7/30/10			0	Est 30 wks from rel	0	0
2	1	GEN#1	Shunt Trip Station	APP	7/30/10			0		0	0
3	1	GEN#2	900KW, 480/277V, 4P, 4W, N3R Enclosed Generator	APP	7/30/10			0	Est 30 wks from rel	0	0
4	1	PSG	3000A, 480/277V, 3P, 4W, N3R Paralleling Switchgear	APP	7/30/10			0	Est 18-22 wks	0	0
5	1	ATS-X2	800A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	APP	7/30/10			0		0	0
6	1	ATS-E1	1200A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	APP	7/30/10			0		0	0
7	1	ATS-X1	1000A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	APP	7/30/10			0		0	0
8	1	ATS#1	Remote Annunciator					0		0	0
9	1	Spares	Extra Materials called for in 2002-13-1.12					0		0	0
10	1	CSA	2 year maintenance agreement					0		0	0
11	1	Fuel	Diesel Fuel for each tank - Billed at cost budget 4.50 per gal					0		0	0

25886
10-11
LAW



UPS

UPDATED: 8/10/2010

PM: CHRIS MEIERS

FOREMAN: RICHARD CHRISTENSEN

FROM: Crystal Teissedre

RE: NEW CITY HALL

PO #: 767810-UPS-10011

TO: CAM CONSULTING C/O CASHMAN EC

ATTN: ANGELO CARVALHO / KEITH LOZEAL

FAX #:

ITEM #	QTY	TYPE	ITEM DESCRIPTION	DATE RELEASED BY MOAVE	TOTAL RELEASED	EST. SHIP DATE	TOTAL RECEIVED	TOTAL YET TO RECEIVE
1	1		400 KW, 277/480V 3 PHASE WITH BATTERIES AS SHOWN ON CONTRACT DRAWINGS DATED 1/05/08		0		0	0
			MGE Model # EPS6000					
2	1		Shunt Trip Station		0		0	0
3	1		Extra Materials are required per 263353-1.8		0		0	0

*Received
8-10-11
CAM*



3755 W. Hacienda Avenue
Las Vegas, Nevada 89118-1755
(702) 798-2970 - FAX (702) 798-3740

MATERIAL RELEASE ORDER

DATE: August 11, 2010

TO: CAM CONSULTING C/O CASHMAN RE: NEW CITY HALL
ATTN: ANGELO CARVALHO / KEITH LOZE PO #: 767810-GEN-10010
FAX #: From: Julie Vavrek

PER APPROVED SUBMITTALS FOR THE ABOVE PROJECT, PLEASE MAKE ANY CORRECTIONS
NOTED AND RELEASE THE ITEMS AS LISTED BELOW.
PLEASE RELEASE THE FOLLOWING:

LINE ITEM	QTY	TYPE	DESCRIPTION
1	1	GEN#1	900KW, 480/277V, 4P, 4W, N3R Enclosed Generator
2	1	GEN#1&2	Shunt Trip Station
3	1	GEN#2	900KW, 480/277V, 4P, 4W, N3R Enclosed Generator
4	1	PSG	3000A, 480/277V, 3P, 4W, N3R Paralleling Switchgear
5	1	ATS-X2	800A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch
6	1	ATS-E1	1200A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch
7	1	ATS-X1	1000A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch
8	1	ATS#1	Remote Annunciator

Please contact us ahead of time to make sure the site is prepped. Thank you!

FOR IMMEDIATE RELEASE TO MOJAVE JOBSITE
518 South First Street Las Vegas, NV 89101

- 1) CALL MOJAVE ELECTRIC 24 HRS PRIOR TO DELIVERIES
(WHEN APPLIES) NOTIFY CHYIS (702) 798-2970
- 2) MARK ALL CARTONS, ETC. WITH JOB NAME,
PO #, ITEM # AND TYPE II
- 3) MAKE SURE ALL ITEMS COMPLY WITH PLANS,
SPECS AND ADDENDA II
- 4) DOUBLE CHECK ALL VOLTAGES WITH THIS OFFICE II

THANK YOU

BY: 
JULIE VAVREK PM ASSISTANT

ORIGINAL: SUPPLIER

COPY: D.N., L.P.O. FILE (RED FOLDER, PM ASSISTANTS
Page 1 of 1

J54-015
JA 0000055

MATERIAL RELEASE ORDER



**Mojave
Electric, Inc.**

Please Send Invoices and Statements To:

3755 W. Hacienda Ave.
Las Vegas, NV 89118
(702) 798-2970
Fax (702) 739-1419

PURCHASE ORDER

767810 UPS - 10011

P.O. NO. & JOB NO. MUST APPEAR ON ALL INVOICES,
DEL. TICKETS AND BILLS OF LADINGS.

Date **4/23/2010**

Page **1** of **4**

Ship Via **DELIVER**

TO **CAM Consulting c/o Cashman Equipment**

ATTN: **Angelo Carvalho / Keith Lozeau**

PHONE # **702-325-0032 / 702-630-5048**

**MUST NOTIFY 24 HOURS BEFORE DELIVERY
FOR EXACT MATERIAL DELIVERY LOCATION**

Job **City of Las Vegas New City 767810**

Ship To **SHOP ATTN# 767810**

City **LAS VEGAS** State **NV 89118**

F.O.B. Job Site ☐ Full Freight Allowed ☐ Freight Excluded ☐

#	QUANTITY	TYPE	DESCRIPTION	PRICE	PER	TRADE DISC	EXTENSION NET
1	1		400 KW, 277/480V 3 PHASE WITH BATTERIES AS SHOWN ON CONTRACT DRAWINGS DATED 11/05/08 MGE Model # EPS8000	157,415.00	E		157,415.00
2	1		Shunt Trip Station	-	E		\$ -
3	1		Extra Materials are required per 263863-1.8	-	LT		\$ -
* FROM THE DATE OF THIS PURCHASE ORDER ALL CORRESPONDENCE IS TO BE SENT TO THE ATTENTION: Chris Melers * ALL FREIGHT IS INCLUDED IN THE PURCHASE ORDER * IT IS THE SELLERS RESPONSIBILITY TO INSURE MOJAVE'S PROJECT MANAGER IS NOTIFIED OF ALL BACK ORDERS AND SHIPPING SCHEDULES OF ALL EQUIPMENT IN WRITING IN A TIMELY FASHION * VENDOR HAS 30 DAYS FROM THE DATE OF COMPLETION OF THEIR WORK AND/OR DELIVERY OF MATERIALS TO SUBMIT ALL COSTS RELATED TO THIS PURCHASE ORDER AND SUBSEQUENT CHANGE ORDERS ANY INVOICES SUBMITTED AFTER THE 30 DAYS WILL BE CONSIDERED WAIVED AND NOT BILLABLE BY MOJAVE ELECTRIC * DELIVER MATERIALS TO: MOJAVE ELECTRIC, INC. ATTENTION: 767810-UPS-10011 3755 W HACIENDA AVE LAS VEGAS NEVADA 89118 * DELIVERY LOCATION MAY BE CHANGED TO JOBSITE AT THE TIME OF RELEASE * TERMS: THIS IS A PAID WHEN PAID P.O. INVOICES ARE TO BE INTO MOJAVE NOT LATER THAN THE 15TH OF THE MONTH AND PROJECTED THRU THE END OF THE MONTH.							
VENDOR PLEASE NOTE:							
After release, starting within ten (10) days a written expediting report will be given to this office on the first and fifteenth of each month. This report is to include the delivery date for each item and any changes from the previous report. A detailed packing list is to be included with each shipment and a copy attached to each invoice. Send all invoices to the attention of: Chris Melers or Angelo Carvalho . Send all expediting reports to the attention of: Chris Melers . MATERIAL TO INCLUDE ALL SALES TAXES IN THE LUMP SUM PRICE. ASK ALL BOXES, ETC. WITH THE JOB NUMBER. IF 15% 2% 25th PROX. INVOICES RECEIVED AFTER 25th CONSIDERED 10TH'S BUSINESS.							
				SUB TOTAL			157,415.00
				TAX			
				CASH DISC			

TOTAL PRICES FIRM

ACCEPTED FOR VENDOR

MOJAVE ELECTRIC, INC.

BY _____

BY _____ J54-017
JA 00003857



(702) 798-2970

"UPS"

TERMS AND CONDITIONS

PURCHASE ORDER

767810

UPS

10011

TO: **CAM Consulting c/o Cashman Equipment**

ATTN: Angelo Carvalho / Keith Lozeau

PHONE 702-325-9032 / 702-639-5018

DATE: April 23, 2010

PAGE: 2 OF 4

SHIP VIA: DELIVER

JOB: City of Las Vegas New City Hall

SHIP TO: SHOP ATTN# 767810

CITY: LAS VEGAS,

STATE: NEVADA

P.O. # AND JOB # MUST APPEAR ON ALL INVOICES, DELIVERY TICKETS AND BILLS OF LADING. SELLER'S INVOICES MUST COINCIDE WITH MOJAVE PURCHASE ORDER ITEM NUMBER, DESCRIPTION, UNIT PRICE BREAKDOWN

All electrical material listed on this purchase order shall bear the proper label or sticker, which certifies that the product is approved for use in Nevada by the State or local inspection authorities.

Guaranteed to meet plans and specifications and addenda, or material that will meet with specifications will be furnished at no additional cost.

3 Mark cartons with 1/2" high key letters stating contents, item number, job name, and type. All shipments will be refused unless properly identified.

4 Hold for manufacturer until written notice all material on the purchase order.

5 All items shall be unit priced for invoicing purposes, unit prices shall be turned into Mojave Electric, Inc. within 7 days after award of this P.O.

6 All panel circuit numbers shall conform to numbers shown on plans.

7 Release panel cans only for items #___ thru #___ for immediate shipment to the shop.

8 When interiors and covers for items #___ thru #___ are released they are to ship to the shop.

9 All gear and panels are to have ground bars, bus, and lugs per plans and specifications.

10 Where heaters are shown in specifications or on prints, they shall be supplied with the starter and motor control equipment.

11 Panel interiors shall come with breakers mounted in bus and shown on panel schedules by exact circuit numbers. Lockoffs to be furnished where shown.

12 All panelboards to have full skirts to floor.

13 Provide phenolic nameplates on all main switchboards, distribution boards, panels, switches, safety switches, transformers, etc.

14 Bus duct to be complete with all hangers, closures, cable tap boxes and fittings as required.

Transformer to have taps, voltages, and lugs as called for.

- The cost of Written-Certified Reports and all required tests, either field or factory, on all transformers, switchgear and associated equipment shall be furnished as required per contract documents in this purchase order.
- 17 Copper or aluminum conductors can be used on this job and all lugs and other components shall be compatible.
 - 18 Seller agrees to furnish warranties and written certified reports as required.
 - 19 All panel cans to have factory made knockouts on all flush cans.
Surface mount cans to have blank tops and bottoms, if possible.
This does not apply to loadcenters.
 - 20 If panels have factory skirts installed, they are to have the bottoms left open.
 - 21 Lifting angles with eyebolts shall be furnished if required by Project Manager. This is vendor's responsibility to meet with the Project Manager.
 - 22 Time is of the essence. Should Mojave Electric, Inc. incur additional costs due to negligence on the part of the vendor, these additional costs will be recovered from the vendor's account.
 - 23 Main switchboards to be shipped in open top trucks.
 - 24 All terminals on all breakers, switches, transformers, starters, panels switchboards, etc., to have lugs suitable for copper or aluminum and shall be stamped AL/CU. All panel back boxes to be adequately sized to provide sufficient space for feeder and branch circuit conductors. All transformers to be supplied with size, type and quantity of lugs as indicated on approved shop drawings. All switchboards, motor control centers and panelboards to be supplied with size, type, quantity and location of lugs as noted in approved shop drawings. All breakers are to have adequate space provided in the lugs for the use of "pin terminals" or "mac adapter" styles cable terminators for use with aluminum wire. It is the responsibility of the vendor to set up a meeting with Mojave Electric's Project Manager to establish the correct cable size of both copper and aluminum wire.
 - 25 All panel back boxes, interiors and trims to be marked with name of panel and voltage for installation identification.
 - 26 All panels and switchboards to contain all contractors as required or as indicated on project plans and specifications.
 - 27 All switchboards, motor control centers and transformers are to be shipped on type of track and rigged for unloading as required by Project Manager at time of release. This is the vendor's responsibility to meet with the Project Manager.
 - 28 All equipment to have identification plate of black bakelite with 1/2" white letter unless noted otherwise.
 - 29 Provide all additional equipment groundbars and equipment grounding lugs on switchboards, panel boards, motor control centers and bus ducts as required by contract specifications and plans. All neutral and ground lugs are to be factory mounted.
 - 30 Provide all auxiliary contacts, relays, thermals, control devices, pilot lights, pushbuttons, HOA switches, etc., and interlocking for motor control centers if required by approved shop drawings.
 - 31 Provide vibration dampers for all transformers.
 - 32 All transformers to be supplied with ground lugs as required by approved shop drawings, including the proper degree rise per plans and specifications.
 - 33 If panel skirts are used on this project the skirts are to be factory installed.
 - 34 The cost of ground fault tests shall be included as required per plans and specifications.
 - 35 All invoices must be rendered in triplicate.
 - 36 This purchase order number shall appear on all packages and all items shipped by vendor on this purchase order, plus on all invoices, shipping papers and all correspondence.

Vendor shall certify that all equipment supplied on this purchase order is certified to operate at the altitude of the project jobsite.

38 Provide additional metering as required by Nevada Power Company.

This Purchase Order is not valid unless Mojave Electric, Inc. is awarded a contract on this project.

The bill of material as shown above is for reference only and the supplier guarantees a complete bill of material per plans, specifications and addenda.

F.O.B. Jobsite with full freight allowed, unloaded by Mojave Electric, Inc.

All material on this P.O. to ship to shop. Call 24 Hours before delivery to 702-798-2970.

☒ FREIGHT INCLUDED
☐ FREIGHT EXCLUDED

SUB TOTAL:	157,415.00
TAX 8.10%:	12,750.62
SUB TOTAL:	
% CASH DISCOUNT:	
TOTAL:	170,165.62

ACCEPTED FOR VENDOR

BY:

Angelo Carvalho / Keith Lozeau

CAM Consulting c/o Cashman Equipment

MOJAVE ELECTRIC, INC.

Peter Fergen, VP Project Development

ns: Net 25th prox. Invoices received after 20th considered next months business.



Please Send Invoices and Statements To:

3755 W. Hacienda Ave.
Las Vegas, NV 89118
(702) 798-2970
Fax (702) 739-1419

PURCHASE ORDER

767810 GEN- 10010

P.O. NO. & JOB NO. MUST APPEAR ON ALL INVOICES,
DEL. TICKETS AND BILLS OF LADING.

Date 4/23/2010

Page 1 of 4

Ship Via DELIVER

TO CAM Consulting c/o Cashman Equipment

ATTN: Angelo Carvalho / Keith Lozeau

PHONE # 702-325-9032 / 702-630-5018

MUST NOTIFY 24 HOURS BEFORE DELIVERY
FOR EXACT MATERIAL DELIVERY LOCATION

Job City of Las Vegas New City 767810

Ship To SHOP-ATTN# 767810

City LAS VEGAS State NV 89118

F.O.B. Job Site ☐ Full Freight Allowed ☐ Freight Excluded ☐

#	QUANTITY	TYPE	DESCRIPTION	PRICE	PER	TRADE DISC	EXTENSION NET
			Supply Generator System as required by the Contract Specifications and Drawings dated November 24, 2009 including addendas 1 thru 4 and as directed by Project Manager to include but not be limited to the below listed material.				
1	1	GEN#1	800KW, 480/277V, 4P, 4W, N3R Enclosed Generator	163,618.00	E		\$ 163,618.00
2	1	GEN#1&2	SHUNT Trip Station	600.00	E		\$ 600.00
3	1	GEN#2	800KW, 480/277V, 4P, 4W, N3R Enclosed Generator	163,618.00	E		\$ 163,618.00
	1	PSG	8000A, 480/277V, 3P, 4W, N3R Paralleling Switchgear	246,100.00	E		\$ 246,100.00
5	1	ATS-X2	800A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	7,711.00	E		\$ 7,711.00
6	1	ATS-E	1200A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	10,867.00	E		\$ 10,867.00
7	1	ATS-X1	1000A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	10,267.00	E		\$ 10,267.00
8	1	ATS#1	Remote Annunciator		E		\$ -
9	1	Spares	Extra Materials as called for in 263213-1.12	2,386.00	E		\$ 2,386.00
10	1	CSA	2 year maintenance agreement	7,600.00	E		\$ 7,600.00
11	1	Fuel	Diesel Fuel for each tank - Billed at cost budget 4.50 per gal	7,660.00	E		\$ 7,660.00

FROM THE DATE OF THIS PURCHASE ORDER ALL CORRESPONDENCE

IS TO BE SENT TO THE ATTENTION: Chris Melers

THE ELECTRICAL STUB UP AREA IS TO HAVE A FACTORY INSTALLED ELECTRICAL WIREWAY
FROM THE TERMINALS TO THE FINISHED FLOOR - AT ALL LOCATIONS

ANY INVOICE THAT IS BILLED DUE TO A CHANGE ORDER TO THIS PO SHALL BE DESIGNATED
AS PART OF SAID CHANGE ORDER NUMBER - THIS NUMBER CAN BE FOUND IN THE UPPER RIGHT
HAND CORNER OF MOJAVE'S CHANGE ORDER. IF NO NUMBER IS PRESENT THEN THE DATE
OF THE CHANGE ORDER SHALL BE LISTED

NO VERBAL DIRECTION OR INFORMATION IS TO BE ACCEPTED FROM BUYER OR SELLER

SHIP ALL MATERIAL ON THIS P.O. AFB FREIGHT IF POSSIBLE.
MATERIAL TO INCLUDE ALL SALES TAXES IN THE LUMP SUM PRICE.
MARK ALL BOXES, ETC. WITH THE JOB NUMBER.

SUB TOTAL

TAX

CASH DISC

\$ 600,196.00

2% 25th PROX. INVOICES RECEIVED AFTER 25th CONSIDERED
MONTH'S BUSINESS.

TOTAL PRICES FIRM

ACCEPTED FOR VENDOR

BY

BY

MOJAVE ELECTRIC, INC.

J54-021

JA 00000001



Please Send Invoices and Statements To:

3755 W. Hacienda Ave.
Las Vegas, NV 89118
(702) 798-2970
Fax (702) 739-1419

PURCHASE ORDER

767810 GEN- 10010

P.O. NO. & JOB NO. MUST APPEAR ON ALL INVOICES,
DEL. TICKETS AND BILLS OF LADING.

Date 4/23/2010

Page 2 of 4

Ship Via DELIVER

TO CAM Consulting o/o Cashman Equipment

ATTN: Angelo Carvalho / Keith Lozeau

PHONE #: 702-325-0032 / 702-830-6018

MUST NOTIFY 24 HOURS BEFORE DELIVERY
FOR EXACT MATERIAL DELIVERY LOCATION

Job City of Las Vegas New City 767810

Ship To SHOP ATTN# 767810

City LAS VEGAS Sta NV 89148

F.O.B. Job Site ☐ Full Freight Allowed ☐ Freight Excluded ☐

#	QUANTITY	TYPE	DESCRIPTION	PRICE	PER	TRADE DISC	EXTENSION NET
*			ALL FREIGHT IN INCLUDED IN THE PURCHASE ORDER				
*			IT IS THE SELLERS RESPONSIBILITY TO INSURE MOJAVE'S PROJECT				
			MANAGER IS NOTIFIED OF ALL BACK ORDERS AND SHIPPING				
			SCHEDULES OF ALL EQUIPMENT IN WRITING IN A TIMELY FASHION				
*			SELLER'S INVOICES MUST COINCIDE WITH MOJAVE PURCHASE				
			ORDER - ITEM #, DESCRIPTION, AND UNIT PRICE BREAKDOWN				
*			EQUIPMENT TO BE ON SITE 20 WEEKS AFTER TRANSMITTAL OF APPROVED SUBMITTALS				
			AND PROPER WRITTEN RELEASE BY MOJAVE ELECTRIC PROJECT MANAGER				
			VENDOR HAS 30 DAYS FROM THE DATE OF COMPLETION OF THEIR WORK AND/OR DELIVERY				
			OF MATERIALS TO SUBMIT ALL COSTS RELATED TO THIS PURCHASE ORDER AND SUBSEQUENT				
			CHANGE ORDERS. ANY INVOICES SUBMITTED AFTER THE 30 DAYS WILL BE CONSIDERED WAIVED				
			AND NOT BILLABLE BY MOJAVE ELECTRIC				
*			TERMS: THIS IS A PAID WHEN PAID PO - INVOICES ARE TO BE INTO MOJAVE NOT LATER THAN THE 15TH OF THE				
			MONTH AND PROJECTED THRU THE END OF THE MONTH.				
*			SUBMITTALS - WHEN DELIVERED TO MOJAVE WILL BE SEPERATED BY SECTION, SUBSECTION AND 3 HOLE PUNCHED				
			AND DELIVERED TO OUR OFFICE WITHIN 15 WD OF RELEASE. ALL SUBMITTAL INFORMATION IS TO BE SENT TO				
			PETER FERGEN.				
			14 paper copies + 2 Electronic copies of submittals to be supplied as required by Specifications				
			7 paper copies + 2 Electronic copies of O&M Manuals to be supplied as required by Specifications				
			ALL required Assistance from supplier and Manufacturer as needed for BIM Process				

VENDOR PLEASE NOTE:

After release, starting within ten (10) days a written expediting report will be given to this office on the first and fifteenth of each month.

This report is to include the delivery date for each item and any changes from the previous report. A detailed packing list is to be included with each shipment and a copy attached to each invoice.

Send all invoices to the attention of: Accounts Payable. Send all expediting reports to the attention of: Nancy Goodson.

SHIP ALL MATERIAL ON THIS P.O. AFB FREIGHT IF POSSIBLE.
L MATERIAL TO INCLUDE ALL SALES TAXES IN THE LUMP SUM PRICE.
MARK ALL BOXES, ETC. WITH THE JOB NUMBER.

SUB TOTAL

TAX

CASH DISC

\$ 680,190.00

18: 2% 25th PROX. INVOICES RECEIVED AFTER 25th CONSIDERED
MONTH'S BUSINESS.

TOTAL PRICES FIRM

ACCEPTED FOR VENDOR

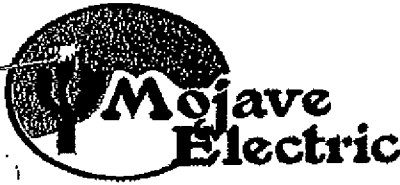
BY

BY

MOJAVE ELECTRIC, INC.

J54-022

JA 0008862



**"GENERATOR"
"TRANSFER SWITCH"**

TERMS AND CONDITIONS

PURCHASE ORDER

767810 GEN 10010

TO: **CAM Consulting c/o Cashman Equipment**

April 23, 2010

ATTN: Angelo Carvalho / Keith Lozeau

3 of 4

PHONE: 702-325-9032 / 702-639-5018

SHIP VIA: DELIVER

JOB: **City of Las Vegas New City Hall**

SHIP TO: SHOP ATTN#

730101

CITY: LAS VEGAS

P.O. # AND JOB # MUST APPEAR ON ALL INVOICES, DELIVERY TICKETS AND BILLS OF LADING. SELLER'S INVOICES MUST COINCIDE WITH MOJAVE PURCHASE ORDER ITEM NUMBER, DESCRIPTION, UNIT PRICE BREAKDOWN

- 1 The bill of material as shown above is for reference only and the supplier guarantees a complete bill of material per plans, specifications and addenda.
Generator to include generator plant and all controls, batteries, battery charger, mounting base, control panel, auto required.
- 3 Retention of 10% will be held on purchase order until job is complete and we have received retention from owner.
- 4 This purchase order includes all fuel tanks, antifreeze and all other necessary items required for initial start up.
- 5 Seller agrees further to furnish personnel and necessary equipment to test and check out equipment and material as required by specifications at no extra cost to Mojave Electric, Inc.
- 6 Seller agrees to furnish warranties in duplicate.
- 7 Seller shall furnish the service of a qualified representative who shall instruct specific personnel as designated by the owner, in the operation and maintenance of the system on this purchase order.
- 8 Instructions shall be made as indicated when this system is complete and shall be the number of hours as indicated by the specifications and/or the time requested by the owner.
- 9 Manufacturer shall include certification of suitability for operation at the altitude of the jobsite.
- 10 Guarantees, warranties and maintenance manuals shall be per plans and specifications.
- 11 Testing and supervision per plans and specifications and addenda.
- 12 Testing shall be per all local requirements of the Fire Department, Building Department and Electrical Inspectors. Including load bank tests on the jobsite or factory if required.
- 13 Lifting angles with eye bolts shall be furnished if required by Project Manager. This is vendors responsibility to meet with the Project Manager.
- 4 Time is of the essence. Should Mojave Electric, Inc. incur additional costs due to negligence on the part of the vendor, these additional costs will be recovered from the vendor's accounts.
Include all automatic transfer switch per plans and specs, including all aux. contacts, verify all coil voltages with Mojave Electric's Project Manager.

- All terminals on all breakers, switches, transformers, starters, panels, switchboards, etc., to have lugs suitable for copper or aluminum and shall be stamped AL/CU. All panel back boxes to be adequately sized to provide sufficient space for feeder and branch circuit conductors. All switchboards, transformers, motor control centers and panelboards to be supplied with size, type, quantity and location of lugs as noted in approved shop drawings. All breakers are to have adequate space provided in the lugs for the use of "pin terminals" as "Mac adapter" style cable terminators for use with aluminum wire. It is the responsibility of the vendor to set up a meeting with Mojave Electric's Project Manager to establish the correct cable size of both copper and aluminum wire.
- 17 All generators and automatic transfer switches are to be shipped on an open type of truck and rigged for as required by Project Manager at time of release. This is the vendors responsibility.
 - 18 All panels to have identification plate of black Bakelite with 1/2" white letters unless noted otherwise.
 - 19 Provide all additional equipment groundbars and equipment grounding lugs as required by contract specifications and plans. All neutral and ground lugs are to be factory mounted.
 - 20 Provide all auxiliary contacts, relays, thermals, control devices, pilot lights, push buttons, HOA switches, etc. and interlocking for automatic transfer switches if required by approved shop drawings and plans and specifications.
 - 21 Provide vibration dampers for the generator.
 - 22 All automatic transfer switches and generators to be supplied with all lugs as required by approved shop drawings.
 - 23 All invoices must be rendered in triplicate.
 - 24 This purchase order number shall appear on all packages and all items shipped by vendor on this purchase order, plus on all invoices, shipping papers and all other correspondence.
 - 25 Call 24 hours before delivery to 702-798-2970.

F.O. jobsite with full freight allowed, unloaded by Mojave Electric, Inc.

All material on this P.O. to ship to shop. Call 24 Hours before delivery to 702-798-2970.

☒ FREIGHT INCLUDED
☐ FREIGHT EXCLUDED

SUB TOTAL: \$ 600,198.00

TAX 8.10%: \$ 48,615.88

SUB TOTAL: \$ 648,811.88

☐ % CASH DISCOUNT:

TOTAL: \$ 648,811.88

ACCEPTED FOR VENDOR

BY:

Angelo Carvalho / Keith Lozano

CAM Consulting c/o Cashman Equipment

MOJAVE ELECTRIC, INC.

BY:

Peter Forgen, VP Project Development

Terms: SEE PAGE 2 Invoices received after 20th considered next months business.

767810 GEN 10010

10/26/2009

1 4

DELIVER

Cashman Equipment

ATTN: Keith Lozeau

PHONE # 702-639-5018

City of Las Vegas New City F 767810

SHOP ATTN# 767810

LAS VEGAS NV 89118

Supply Generator System as required by the Contract
Specifications and Drawings dated November 24, 2009
Including addendas 1 thru 4 and as directed by Project
Manager to include but not be limited to the below
listed material

1	1	GEN#1 900KW, 480/277V, 4P, 4W, N3R Enclosed Generator	- E	\$ 150,243
2	1	GEN# 1&2 Shunt Trip Station --	- E	\$ 500-
3	1	GEN#2 900KW, 480/277V, 4P, 4W, N3R Enclosed Generator	- E	\$ 150,243
4	1	PSG 3000A, 480/277V, 3P, 4W, N3R Paralleling Switchgear	246,100.00 E	\$ 246,100.00
5	1	ATS-X2 800A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	- E	\$ 7,711
6	1	ATS-E1 1200A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	- E	\$ 10,867
7	1	ATS-X1 1000A, 480/277V, 4P, 4W, N3R Automatic Transfer Switch	- E	\$ 10,267
	1	ATS#1 Remote Annunciator --	- E	\$ -
9	1	Spare Extra Materials as called for in 263213-1.12	- E	\$ 2364.24
10	1	Fuel Diesel Fuel for each tank - Billed at cost budget 4.50 per gal	6,750.00 E	\$ 6,750.00

CSA Contract

7500.

- * FROM THE DATE OF THIS PURCHASE ORDER ALL CORRESPONDENCE IS TO BE SENT TO THE ATTENTION: Chris Melers
- * THE ELECTRICAL STUB UP AREA IS TO HAVE A FACTORY INSTALLED ELECTRICAL WIREWAY FROM THE TERMINALS TO THE FINISHED FLOOR - AT ALL LOCATIONS
- * ANY INVOICE THAT IS BILLED DUE TO A CHANGE ORDER TO THIS PO SHALL BE DESIGNATED AS PART OF SAID CHANGE ORDER NUMBER - THIS NUMBER CAN BE FOUND IN THE UPPER RIGHT HAND CORNER OF MOJAVE'S CHANGE ORDER. IF NO NUMBER IS PRESENT THEN THE DATE OF THE CHANGE ORDER SHALL BE LISTED
- * NO VERBAL DIRECTION OR INFORMATION IS TO BE ACCEPTED FROM BUYER OR SELLER

\$ 252,850.00

Keith Lozeau

Cashman Equipment

Peter Fergen, VP Project Development

J54-025
JA 0003825

767810 GEN 10010

3/1/2010

2 4
DELIVER

Cashman Equipment

ATTN.: Keith Lozeau
PHONE # 702-630-5018

City of Las Vegas New City F 767810

SHOP ATTN# 767810
LAS VEGAS NV 89118

- * ALL FREIGHT IS INCLUDED IN THE PURCHASE ORDER
- * IT IS THE SELLER'S RESPONSIBILITY TO INSURE MOJAVE'S PROJECT MANAGER IS NOTIFIED OF ALL BACK ORDERS AND SHIPPING SCHEDULES OF ALL EQUIPMENT IN WRITING IN A TIMELY FASHION
- * SELLER'S INVOICES MUST COINCIDE WITH MOJAVE PURCHASE ORDER - ITEM #, DESCRIPTION, AND UNIT PRICE BREAKDOWN
- * EQUIPMENT TO BE ON SITE 12 WEEKS AFTER TRANSMITTAL OF APPROVED SUBMITTALS AND PROPER WRITTEN RELEASE BY MOJAVE ELECTRIC PROJECT MANAGER
- * VENDOR HAS 30 DAYS FROM THE DATE OF COMPLETION OF THEIR WORK AND/OR DELIVERY OF MATERIALS TO SUBMIT ALL COSTS RELATED TO THIS PURCHASE ORDER AND SUBSEQUENT CHANGE ORDERS. ANY INVOICES SUBMITTED AFTER THE 30 DAYS WILL BE CONSIDERED WAIVED AND NOT BILLABLE BY MOJAVE ELECTRIC
- * TERMS: THE TERMS FOR MOJAVE'S CONTRACT ARE CONSIDERED TO BE PART OF THIS PURCHASE ORDER
- * SUBMITTALS - WHEN DELIVERED TO MOJAVE WILL BE SEPARATED BY SECTION, SUBSECTION AND 3 HOLE PUNCHED AND DELIVERED TO OUR OFFICE WITHIN 15 WD OF RELEASE. ALL SUBMITTAL INFORMATION IS TO BE SENT TO PETER FERGEN.

14 paper copies + 2 Electronic copies of submittals to be supplied as required by Specifications
7 paper copies + 2 Electronic copies of O&M Manuals to be supplied as required by Specifications
ALL required Assistance from supplier and Manufacturer as needed for BIM Process

VENDOR PLEASE NOTE:

After release, starting within ten (10) days a written expediting report will be given to this office on the first and fifteenth of each month. This report is to include the delivery date for each item and any changes from the previous report. A detailed packing list is to be included with each shipment and a copy attached to each invoice.
Send all invoices to the attention of: Accounts Payable. Send all expediting reports to the attention of: Nancy Goodson.

\$ 252,850.00

Keith Lozeau

Cashman Equipment

Peter Fergen, VP Project Development

J54-026
JA 0003826



**"GENERATOR"
"TRANSFER SWITCH"**

TERMS AND CONDITIONS

PURCHASE ORDER

767810 GEN 10010

TO: Cashman Equipment

October 26, 2009

ATTN: Keith Lozeau

3 of 4

PHONE: 702-639-5018

SHIP VIA: DELIVER

JOB: City of Las Vegas New City Hall

SHIP TO: SHOP ATTN# 730101

CITY: LAS VEGAS

P.O. # AND JOB # MUST APPEAR ON ALL INVOICES, DELIVERY TICKETS AND BILLS OF LADING. SELLER'S INVOICES MUST COINCIDE WITH MOJAVE PURCHASE ORDER ITEM NUMBER, DESCRIPTION, UNIT PRICE BREAKDOWN

- 1 The bill of material as shown above is for reference only and the supplier guarantees a complete bill of material per plans, specifications and addenda.
- 2 Generator to include generator plant and all controls, batteries, battery charger, mounting base, control panel, auto required.
- 3 Retention of 10% will be held on purchase order until job is complete and we have received retention from owner.
- 4 This purchase order includes all fuel tanks, antifreeze and all other necessary items required for initial start up.
- 5 Seller agrees further to furnish personnel and necessary equipment to test and check out equipment and material as required by specifications at no extra cost to Mojave Electric, Inc.
- 6 Seller agrees to furnish warranties in duplicate.
- 7 Seller shall furnish the service of a qualified representative who shall instruct specific personnel as designated by the owner, in the operation and maintenance of the system on this purchase order.
- 8 Instructions shall be made as indicated when this system is complete and shall be the number of hours as indicated by the specifications and/or the time requested by the owner.
- 9 Manufacturer shall include certification of suitability for operation at the altitude of the jobsite.
- 10 Guarantees, warranties and maintenance manuals shall be per plans and specifications.
- 11 Testing and supervision per plans and specifications and addenda.
- 12 Testing shall be per all local requirements of the Fire Department, Building Department and Electrical Inspectors. Including load bank tests on the jobsite or factory if required.
- 13 Lifting angles with eye bolts shall be furnished if required by Project Manager. This is vendors responsibility to meet with the Project Manager.
- 14 Time is of the essence. Should Mojave Electric, Inc. incur additional costs due to negligence on the part of the vendor, these additional costs will be recovered from the vendor's accounts. Include all automatic transfer switch per plans and specs, including all aux. contacts, verify all coil voltages with Mojave Electric's Project Manager.

- 16 All terminals on all breakers, switches, transformers, starters, panels, switchboards, etc., to have lugs suitable for copper or aluminum and shall be stamped AL/CU. All panel back boxes to be adequately sized to provide sufficient space for feeder and branch circuit conductors. All switchboards, transformers, motor control centers and panelboards to be supplied with size, type, quantity and location of lugs as noted in approved shop drawings. All breakers are to have adequate space provided in the lugs for the use of "pin terminals" as "Mac adapter" style cable terminators for use with aluminum wire. It is the responsibility of the vendor to set up a meeting with Mojave Electric's Project Manager to establish the correct cable size of both copper and aluminum wire.
- 17 All generators and automatic transfer switches are to be shipped on an open type of truck and rigged for as required by Project Manager at time of release. This is the vendors responsibility.
- 18 All panels to have identification plate of black Bakelite with 1/2" white letters unless noted otherwise.
- 19 Provide all additional equipment groundbars and equipment grounding lugs as required by contract specifications and plans. All neutral and ground lugs are to be factory mounted.
- 20 Provide all auxiliary contacts, relays, thermals, control devices, pilot lights, push buttons, HOA switches, etc. and interlocking for automatic transfer switches if required by approved shop drawings and plans and specifications.
- 21 Provide vibration dampers for the generator.
- 22 All automatic transfer switches and generators to be supplied with all lugs as required by approved shop drawings.
- 23 All invoices must be rendered in triplicate.
- 24 This purchase order number shall appear on all packages and all items shipped by vendor on this purchase order, plus on all invoices, shipping papers and all other correspondence.
- 25 Call 24 hours before delivery to 702-798-2970.

F Jobsite with full freight allowed, unloaded by Mojave Electric, Inc.

All material on this P.O. to ship to shop. Call 24 Hours before delivery to 702-798-2970.

☒ FREIGHT INCLUDED
☐ FREIGHT EXCLUDED

SUB TOTAL: \$ 262,850.00

TAX 8.10%: \$ 20,480.85

SUB TOTAL: \$ 273,330.85

☐ % CASH DISCOUNT:

TOTAL: \$ 273,330.85

ACCEPTED FOR VENDOR

MOJAVE ELECTRIC, INC.

BY: _____
 Keith Lozeau
 Cashman Equipment

BY: _____
 Peter Fergen, VP Project Development

Terms: SEE PAGE 2 Invoices received after 20th considered next months business.



POWER SOLUTIONS

3300 St. Rose Parkway
Henderson, NV 89052

Main (702) 649-8777
Fax (702) 639-5090

January 11, 2010
QUOTE EXPIRES AFTER THIRTY (30) DAYS.

Attention: Estimating

Project Name: Las Vegas City Hall
Quote KS01111001

We are pleased to provide pricing per the following quote and bill of materials. Specification 260548, 263213, 263353, 263500, 263600 & drawings E5.00, E5.01, E5.02 & E5.03 were reviewed to complete this quote. Quote is per plans and specs with no exceptions.

Current lead time on new order for gen set 20-22 weeks after release. Current lead time on CAT switchgear is 20-22 weeks after release. Current lead time on Mitsubishi UPS is 8-10 weeks after release. Current lead time on ATS is 4-6 weeks after release.

2-Caterpillar C32 800kW diesel generator set, 3 ATS & CAT Switchgear \$ 592,546+tax

Mitsubishi 500Kva UPS w/ 17 minutes of battery backup \$ 157,415+tax

Clarification: On the ATS feeding the fire pump, the ATS is integral with pump controls and needs to be provided by pump supplier.

Third Party LEED Inspection/certification by others.

Price includes freight to site, start up, commissioning, load bank testing at site, and owner training on equipment provided by Cashman Equipment. Also includes CAT parts and labor warranty from date of startup and 2 year service and maintenance agreement.

Please add applicable tax.

NOT INCLUDED: CRANE TO OFFLOAD, INSTALLATION, FUEL, TAXES.

Fuel is estimated at \$4.50 per gallon. Price is subject to change at time of delivery.

Thank you for the opportunity to quote this equipment.

Sincerely yours,

CASHMAN POWER

Kim Symons

Kim Symons

Power Systems Sales Representative

Tel 702-639-5012
Cel 702-326-6596

ATS
X1
X2
E1

Gear

585 816
3365 6730
0000000
10267
7711
10867
246,100

Page 2
Project Name: Las Vegas City Hall
QUOTE KS01111001

BILL OF MATERIALS

(2) Caterpillar C32 Diesel Engine
900kW 60Hz 480V
Stationary Application
Standby Application
Non UL2200
Weather proof Enclosure
750 Gallon UL2088 fuel tank
Vibration Isolators
EMCP 3.3 Control Panel
Control Panel Mount Rear
Custom Local Annunciator
Custom Remote Annunciator
Local PC Monitoring
HD Electric Starting Motor
10A Battery Charger
Over sized Battery set 24V
Jacket Water Heater
1600A 3P 100% LSI-P UL Rated Circuit Breaker
Bottom Cable Entry w/ shroud
CSA Test and Certification
Generator Test Report
Test Report @ .8 PF

Start up, commissioning, and training at site per specs on all equipment furnished by Cashman Equipment
Load test at site
Warranty entire Caterpillar system TWO (2) years
Service and Maintenance Contract (2) years
Operation and Maintenance Manuals

AUTOMATIC TRANSFER SWITCHES:

Caterpillar CTS 800A 4 pole 480V N1
Caterpillar CTS 1000A 4 pole 480V N1
Caterpillar CTS 1200A 4 pole 480V N1

SWITCHGEAR:

Please see attached BOM

UNINTERRUPTIBLE POWER SUPPLY:

Please see attached BOM

SEE GENERAL TERMS AND CLARIFICATIONS ON ATTACHED SEPARATE PAGE.



POWER SOLUTIONS

GENERAL TERMS AND CLARIFICATIONS TO QUOTATION

Pricing:

Please note expiration date on first page of quotation. Quote MUST be renewed after expiration date in order to confirm validity of pricing. Prices are always subject to change as project design or scope changes occur which influence the equipment that is a part of our quote. **CANCELLATION CHARGES WILL APPLY TO ALL CANCELLED ORDERS.**

NOT INCLUDED, UNLESS OTHERWISE STATED IN QUOTATION:

Crane to off load equipment from delivery truck and set in place at site.
Installation (electrical and mechanical) of all equipment quoted.
Diesel or gaseous fuel, either for initial fill of tank and top off after testing.
Exhaust components (except engine muffler and engine flex), including hangers, wall/roof thimbles, thermal insulation, piping from muffler/flex to outside of building. Mechanical/plumbing contractor should be consulted.
Coordination Studies - Cashman will supply protective devices as noted only - studies, settings, calibration, etc, by others
Seismic Studies - where applicable and noted, equipment complies with IBC requirements, any other compliance requirements, including studies, settings, adjustment, testing, or supply of components is by others.

Equipment Quoted:

If specifications and/or single line drawing/s provided:

Cashman Equipment is offering Caterpillar's standard product that meets 100% of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

If NO specifications and/or single line drawing/s provided:

Cashman Equipment is quoting equipment for this project that meets what we best understand is required, either for budgetary purposes or "quick" pricing. No compliance with any spec or drawing is implied unless specifically noted.

Code Compliance:

Cashman Power is not responsible for interpretation or compliance with any codes -- including, but not limited to, building, electrical, mechanical or emissions - not specifically cited prior to this quote. Code compliance is the responsibility of the owner and design team. **CASHMAN EQUIPMENT DOES NOT INSTALL THE EQUIPMENT OR PROVIDE PERMITS.**

Lead Times:

Although we give the best available lead time estimates at the time of quote, factory manufacturing times are subject to change on a day-to-day basis. Lead times cannot be established until the engineering approval process is complete through approved submittals and a written release from customer for all equipment is received. After that, the equipment order will be placed with the factory. Lead time in effect at time of equipment order would prevail. Order processing time and equipment transport time will add an estimated 2-4 weeks to delivery dates.

Emissions:

Engine meets federal EPA emissions standards requirements. Any local jurisdictional compliance requirements more stringent than standard EPA rules may incur additional costs for aftertreatment. This is not included unless specifically noted.

Remote Annunciator Panels (if quoted):

Caterpillar remote annunciator panel distance for wire run is a maximum of 800 feet from gen set control panel. If a distance greater than 800 feet from gen set control panel is required, there will be an added charge for special equipment / engineering costs.

General:

- Cashman Equipment is an equipment supplier only. Installation is by others, which includes but is not limited to concrete pad; setting in place; anchoring; wiring; fuel piping; exhaust design/piping/installation/heat blankets; radiator ducting on indoor units.
- Non-standard lugs will be an added charge. Some equipment lug sizing is dependent upon UL restrictions and may not be able to be changed. Always check your submittal package for lug sizing available. 1600A and up circuit breakers will be bus bars only - LUGS BY OTHERS.
- Coordination of fuel supply and transfer systems not supplied by Cashman is by others.
- Start up and commissioning will commence upon pre-startup checklist completion and inspection of site by Cashman representative to confirm installation is complete and ready for start up.
- All prices do not include tax, crane, factory witness testing, site testing, maintenance, fuel, or extended warranty unless specifically noted.



Quote # 082709817CA

August 27, 2009

City of Las Vegas (City Hall)
400 Stewart Ave.
Las Vegas, NV

Dear sir,

Cashman Equipment would like to thank you for the opportunity to submit the following quote for a Scheduled Maintenance Agreement on your (2) 900 KW generator sets.

From date of acceptance your generator set will be visited every 90 days and the following Level I scheduled maintenance will be performed: 2 year CSA

Visual Inspection - Inspect engine, radiator and generator for debris, loose or broken fittings, hoses or wires and guards. Record findings.

Belts - Inspect for worn, broken or loose belts. Tighten as necessary. Record findings.

Cooling System - Maintain proper coolant level, inspect hoses, couplings and radiator cap. Record findings.

Jacket Water Heater - Check for proper operation. Adjust if applicable and necessary. Record findings.

Air Cleaner Elements - Check and record blockage.

Engine Crankcase - Check the oil level. Add if necessary.

Governor - Check for proper operation. Maintain oil level (if required).

Fuel System - Inspect for leaks, from day tank supply lines to the engine, drain water from fuel/water separator (if necessary), check fuel tank level and check fuel filter indicator (if equipped). Record findings.

Batteries - Maintain electrolyte level, check connections for tightness, measure battery voltage under starter load, clean corrosion on top of batteries and battery terminals. Record findings.

Battery Charger - Check for proper operation, adjust if necessary. Record findings.

Engine Protective Devices - Check; test for proper operation.

Control Panel, Gauges and Indicators - Inspect the condition of all gauges and indicators, replace burnt-out bulbs (if necessary), check condition of wiring. Record findings.

Start engine - Run the engine approx. 15 minutes. (up to operating temperature).

Oil pressure - Inspect for proper oil pressure and record readings.

Fuel pressure - Inspect for proper fuel pressure and record readings.

Frequency - Inspect for correct RPM/HZ. Adjust if needed and record readings.

Voltage - Inspect for correct voltage. Adjust if needed and record readings.

Leaks - Inspect and note any leaks, (oil, coolant, fuel, air or exhaust).

Las Vegas
P.O. 271030
Las Vegas, Nevada 89127-1030
702-326-4732
Fax 866-405-9803

Reno
P.O. 7520
Reno, Nevada 89510
775-358-5111
Fax 775-358-0433

Elko
P.O. 2028
Elko, Nevada 89803
775-738-9871
Fax 775-738-7055

Winnemucca
3050 W. Railroad St.
Winnemucca, Nevada 89416
775-623-1121
Fax 775-823-4044

www.cashmanequipment.com



J54-032
JA 0003872

AUTOMATIC TRANSFER SWITCH (WITH PROPER AUTHORIZATION)

1. Initiate automatic transfer switch.
2. Observe operation of the automatic transfer switch.
3. Measure temperature of cables, connections and switch components with a non-contact IR device.
4. Verify voltage match with utility and genset.
5. Record duration of timers.
6. Observe operation of generator set and automatic transfer switch in the automatic mode.

AFTER UNIT IS STOPPED

Automatic switches	Ensure that all switches are in the correct position.
Day tank	Inspect for float and pump operation, record fuel level.
Malfunction/Discrepancy	Record and report any malfunctions/discrepancies IAW this scheduled maintenance procedure to the facility manager.

REVIEW

1. Report to the facility Chief Engineer or Facility Manager.
2. Submit checklist of the reading and notes on the condition of the unit.
3. Report any discrepancies noted IAW this schedule.
4. Make recommendations if needed.

On every visit there will be a Level I inspection. The Level II inspection will be performed (once) annually. The Level II inspection consists of the following:

Fuel System - Change fuel filters.

Air Cleaner Elements - Change when needed.

Engine Crankcase - Change oil and filters. Take sample for analysis.

Cooling System - Check for proper mixture of antifreeze. Take sample for analysis.

REVIEW

1. Report to the facility Chief Engineer or Facility Manager.
2. Submit checklist of the reading and notes on the condition of the unit.
3. Report any discrepancies noted IAW this schedule.
4. Make recommendations if needed.

Quote # 082709817CA
City of Las Vegas (City Hall)

Page 3

The cost for the previous described services including travel time, labor, filters, (fuel, oil, and air) is divided into (8) equal quarterly payments (standard). Or Please initial preferred payment.

QUARTERLY	\$ 1,193.24	_____
SEMI-ANNUAL	\$ 2,386.48	_____
TOTAL PER YEAR	\$ 4,772.97	_____
TOTAL CONTRACT	\$ 9,545.94	_____

Curtis Approved 12/1 \$7,500.00

Quoted costs assume service will be provided during Cashman Equipment's normal field service hours of 07:00am to 03:30pm Monday through Friday not including weekends or holidays.

The above scheduled maintenance levels will describe the condition of the generator set and switchgear at the time of our visit.

EMERGENCY AFTER HOUR CALL OUTS WILL BE CHARGED AT THE STRAIGHT TIME LABOR RATE WITH ANY MULTIPLE YEAR MAINTENANCE CONTRACT.

Either party may cancel this agreement with a (30) day written notice

Normal business hours are from 0700-1630 additional parts and labor are supplied at standard field rates and prices.

EXCLUSIVE WARRANTIES AND LIMITATIONS

Equipment: Third party warranties from suppliers or manufactures for parts and equipment shall apply to the extent they are assignable to the owner and the owner is entitled to those warranties as the user or owner. Cashman Equipment does not provide any warranty for parts or equipment.

Service: Service provided by Cashman Equipment will be provided in a good and workmanlike manner.

Limitations: Except for the exclusive warranties set forth above, Cashman Equipment disclaims all other warranties of any kind, express, implied statutory or otherwise, with respect to the scheduled maintenance, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose or satisfactory quality, and all warranties implied from any course of dealing or usage of trade. In no event will Cashman Equipment be liable to the other party or any third party for loss of profits, lost business opportunity, loss of data, interruption of business, cost of procurement of substitute goods and services, or for any special, indirect, consequential, exemplary, punitive or incidental damages, arising out of or related to this Agreement, however caused, and whether arising under contract, tort, negligence or any other theory of liability, even if a party has been advised of the possibility of such damages. These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein.

This quote has a 30 day suspense, with an agreement period of 24 months, any erasures or changes voids this contract.

Quote # 082709817CA
City of Las Vegas (City Hall)

INSURANCE REQUIREMENTS

Additional Insured status as to contract conditions
(optional) \$50.00
Certificate holder only No charge
Special Indemnification requirements to be negotiated separately.

All Purchases from CECO are due and payable by the 10th of the month following the date of invoice, or as specified in other agreements, with a late charge of 1.5% per month being assessed to delinquent invoices. The end user agrees to pay according to the above terms and to also pay all late charges assessed the delinquent account.

This proposal accepted by _____
(company name)

On this _____ day of _____, 200__

(signature)

(print name)

(print title)

Sincerely,

CASHMAN EQUIPMENT COMPANY

Carla J. Anderson

Cashman Power Solutions Division - PSSR
Direct: 702-326-3868
Fax: 866-405-9893

TABLE OF CONTENTS FOR JOINT APPENDIX
- CHRONOLOGICAL & ALPHABETICAL -

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
Marisa L. Maskas, Esq.
Nevada Bar No. 10928
Pezzillo Lloyd
6725 Via Austi Pkwy., Suite 290
Las Vegas, Nevada 89119
Attorneys for Appellant

Brian W. Boschee, Esq.
Nevada Bar No. 7612
William N. Miller, Esq.
Nevada Bar No. 11658
Holley, Driggs, Walch, Puzey & Thompson
400 S. Fourth St., 3rd Fl.
Las Vegas, NV 89101
Attorneys for Respondents

TABLE OF CONTENTS (CHRONOLOGICAL)

Tab No.	Description	Filed	Vol. No.	Page(s)
1	Complaint	06/03/2011	1	JA00001- 9
2	Amended Complaint	07/25/2011	1	JA00010 - 27
3	Affidavits of Service on Angelo Carvalho and Janel Rennie aka Janel Carvalho	09/29/2011	1	JA00028 - 33
4	Second Amended Complaint	09/30/2011	1	JA00034-50
5	Errata to Second Amended Complaint	10/10/2011	1	JA00051-52

1	6	Acceptance of Service	10/10/2011	1	JA00053
2					
3	7	Answer to Second Amended Complaint, Counterclaim and Crossclaim	10/26/2011	1	JA00054-75
4					
5					
6					
7	8	Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	10/27/2011	1	JA00076-97
8					
9					
10					
11					
12	9	Errata to Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	11/10/2011	1	JA00098-99
13					
14					
15					
16					
17	10	Cashman's Response to Mojave's Counterclaim	11/21/2011	1	JA000100-03
18					
19					
20					
21	11	Complaint (Filed in A653029)	12/09/2011	1	JA000104-11
22					
23	12	Motion to Consolidate (re: Case A653029)	01/11/2012	1	JA000112-18
24					
25					
26	13	Acceptance of Service (Filed in A653029)	01/18/2012	1	JA000119-22
27					
28					

1	14	Affidavit of Service	01/19/2012	1	JA000123-25
2	15	Scheduling Order	01/31/2012	1	JA000126-28
3					
4	16	Notice of Entry of Order Granting Motion to Consolidate (Filed in A653029)	02/02/2012	1	JA000129-34
5					
6					
7					
8	17	Answer to Complaint (Filed in A653029)	02/02/2012	1	JA000135-44
9					
10					
11	18	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	02/21/2012	1	JA000145-46
12					
13					
14	19	Affidavit of Service	03/01/2012	1	JA000147-49
15					
16	20	Defendants' Motion for Summary Judgment	03/09/2012	1	JA000150-203
17					
18					
19					
20	21	Cashman's Opposition to Motion for Summary Judgment	04/23/2012	1-2	JA000204-61
21					
22					
23					
24	22	Affidavit of Service	04/30/2012	2	JA000262-65
25					
26	23	Defendants' Reply to Cashman's Opposition to	05/02/2012	2	JA000266-75
27					
28					

		Motion for Summary Judgment		
24	Third Amended Complaint	05/24/2012	2	JA000276-94
25	Notice of Entry of Order Granting Cashman's Motion to Amend Complaint	05/25/2012	2	JA000295-99
26	Notice of Entry of Order Denying Defendants' Motion for Summary Judgment without Prejudice	05/25/2012	2	JA000300-04
27	Defendants' Answer to Third Amended Complaint, Counterclaim, and Cross Claim	06/28/2012	2	JA000305-31
28	Counterclaimants' Motion for Mandatory Injunction to Procure Codes on OST or in the Alternative Application for Writ of Possession	07/18/2012	2	JA000332-58

1	29	Cashman's Answer to Counterclaim	07/20/2012	2	JA000359-63
2					
3	30	Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/26/2012	2	JA000364-97
4					
5					
6					
7	31	Reply to Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/31/2012	2	JA000398-404
8					
9					
10					
11					
12	32	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	08/06/2012	2	JA000405-06
13					
14					
15					
16	33	Notice of Posting Security Bond	08/09/2012	2	JA000407-13
17					
18	34	Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/10/2012	2	JA000414-16
19					
20					
21					
22					
23	35	Notice of Entry of Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/13/2012	2	JA000417-22
24					
25					
26					
27					
28					

1	36	Transcript of Proceedings for August 3, 2012	08/22/2012	2	JA000423-38
2					
3					
4	37	Cashman's Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	08/29/2012	2	JA000439-66
5					
6					
7					
8					
9					
10					
11					
12					
13					
14	38	Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	08/30/2012	2	JA000467-98
15					
16					
17					
18					
19	39	Opposition to Cashman's Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/07/2012	2-3	JA000499-609
20					
21					
22					
23					
24					
25					
26					
27					
28					

1	40	Notice of Appeal	09/13/2012	3	JA00610-19
2	41	Defendants' Motion to Expunge or Reduce Mechanic's Lien	09/17/2012	3	JA000620-700
3					
4					
5					
6	42	Case Appeal Statement	09/18/2012	3	JA000701-03
7					
8	43	Cashman's Opposition to Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	09/19/2012	3-4	JA000704-853
9					
10					
11					
12					
13					
14					
15	44	Notice of Posting Cost Bond	09/19/2012	4	JA000854-57
16					
17	45	Cashman's Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/28/2012	4	JA000858-84
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

1	46	Defendants' Opposition to Cashman's Motion to Stay or Suspend Order Granting in Part	10/01/2012	4	JA000885-89
2		Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively			
3		Motion for Clarification and Request for OST			
4					
5					
6					
7					
8					
9					
10					
11					
12	47	Amended Affidavit of Service	10/17/2012	4	JA000890
13					
14	48	Cashman's Reply to its Motion to Stay or Suspend Order Granting in Part	10/22/2012	4	JA000891-904
15		Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively			
16		Motion for Clarification and Request for OST			
17					
18					
19					
20					
21					
22					
23					
24					
25	49	Cashman's Opposition to Defendants' Motion to Expunge or Reduce Mechanic's Lien	10/25/2012	4-5	JA000905-1039
26					
27					
28					

1	50	Motion to Amend Complaint	10/31/2012	5	JA0001040-76
2					
3	51	Order Granting Cashman's Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001077-78
4					
5					
6					
7					
8					
9	52	Notice of Entry of Order Granting Cashman's Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001079-83
10					
11					
12					
13					
14					
15					
16	53	Affidavit of Brian Bugni in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001084-85
17					
18					
19					
20					
21	54	Affidavit of Nancy Briseno-Rivero in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001086-87
22					
23					
24					
25					
26					
27					
28					

1	55	Cashman's Reply in support of Countermotion for Summary Judgment	11/02/2012	5	JA0001088- 1101
2					
3					
4					
5	56	Reply to Cashman's Opposition to Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001102-11
6					
7					
8					
9					
10	57	Notice of Posting Bond	11/07/2012	5	JA0001112-16
11					
12	58	Opposition to Motion to Amend Complaint	11/19/2012	5	JA0001117-26
13					
14					
15	59	Reply in Support of Motion to Amend Complaint	12/17/2012	5	JA0001127-48
16					
17					
18	60	Notice of Entry of Order Granting Motion to Amend Complaint	01/09/2013	5	JA0001149-53
19					
20					
21	61	Fourth Amended Complaint	01/10/2013	5	JA0001154-72
22					
23					
24	62	Transcript of Proceedings for November 9, 2012	01/11/2013	5	JA0001173- 1203
25					
26					
27	63	Certificate of Service for Fourth Amended	01/17/2013	5	JA0001204-05
28					

	Complaint			
64	Acceptance of Services for LWTIC Successor, LLC, FC/LW Vegas, PQ Las Vegas, LLC, and QH Las Vegas, LLC	01/22/2013	5	JA0001206-13
65	Answer to Fourth Amended Complaint, Counterclaim and Crossclaim	02/07/2013	5	JA0001214-40
66	QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	02/07/2013	5-6	JA0001241-1355
67	Cashman's Motion for Summary Judgment on the Payment Bond Claim	02/25/2013	7	JA0001356-1520
68	Cashman's Opposition to QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC,	03/06/2013	7	JA0001521-1664

	and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment			
69	Defendants' Opposition to Cashman's Motion for Summary Judgment on the Payment Bond Claim	03/15/2013	7-8	JA0001665-1782
70	Cashman's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic's Lien Claims	03/18/2013	8	JA0001783-1893
71	Defendants' Supplement to Motion to Expunge Lien and Opposition to Motion for Summary Judgment as to Lien and Bond Claims	04/02/2012	8-9	JA0001894-2065
72	Cashman's Reply to its Motion for Summary Judgment on the Payment Bond	04/05/2013	9	JA0002066-94

	Claim			
73	Supplement to Cashman's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic's Lien Claims	04/05/2013	9	JA0002095-2101
74	QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Reply to their Motion to Dismiss, or in the alternative, Motion for Summary Judgment	04/05/2013	9-10	JA0002102-2387
75	Order Rescheduling Pretrial/Calendar Call	04/17/2013	10	JA0002388-89
76	Notice of Entry of Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims and Cashman's Countermotion for Summary	05/06/2013	10	JA0002390-95

	Judgment			
77	Notice of Entry of Order Denying Cashman's Motion for Summary Judgment on Defendants' Payment Bond Claim	05/06/2013	10	JA0002396-2401
78	Notice of Entry of Order Denying Mojave's Motion to Expunge or Reduce Mechanic's Lien	05/06/2013	10	JA0002402-07
79	Notice of Entry of Order Denying QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	05/06/2013	10	JA0002408-13
80	Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	05/31/2013	10	JA0002414-40
81	QH Las Vegas, PQ Las Vegas, LWITC Successor and	06/11/2013	10	JA0002441-61

	FC/LW Vegas' Answer to Fourth Amended Complaint			
82	Opposition to Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	06/20/2013	10	JA0002462-74
83	Cashman's Reply in Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	07/02/2013	10	JA0002475-87
84	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	09/06/2013	10	JA0002488-90
85	Cashman's Response to Mojave's Counterclaim (Filed in A653029)	09/12/2013	10	JA0002491-95
86	Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/20/2013	10	JA0002496-97

1	87	Notice of Entry of Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/24/2013	10- 11	JA0002498- 2502
2					
3					
4					
5					
6	88	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	10/1/2013	11	JA0002503-05
7					
8					
9					
10	89	Defendants' Trial Brief	01/16/2014	11	JA0002506-33
11					
12	90	Plaintiff's Trial Brief	01/16/2014	11	JA0002534-59
13					
14	91	Joint Pretrial Memorandum	01/16/2014	11	JA0002560-79
15					
16	92	Joint Trial Exhibit Index	01/21/2014	11	JA0002580-82
17					
18	92.J01	Joint Trial Exhibits	01/21/2014	11- 27	JA0002583- 6552
19	to				
20	92.J65				
21					
22					
23	93	Non-Jury Trial Transcripts (for January 21, 2014 through January 24, 2014)	01/31/2014	27- 29	JA0006553- 7098
24					
25					
26					
27	94	Motion for Relief Pursuant to NRCP 60(b) and Motion	03/20/2014	29	JA0007099- 7112
28					

	for Attorneys' Fees and Costs Pursuant to NRS Ch. 108			
95	Appendix to Exhibits to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	03/20/2014	29-30	JA0007113-7359
96	Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/15/2014	30-31	JA0007360-7693
97	Reply to Cashman's Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/23/2014	31	JA0007694-7707
98	Cashman's Reply in Support of Motion for Attorneys' Fees	05/05/2014	31	JA0007708-13
99	Findings of Fact and Conclusions of Law	05/05/2014	31	JA0007714-29

1	100	Notice of Entry of Findings of Fact and Conclusions of Law	05/06/2014	31	JA0007730-47
2					
3					
4	101	Memorandum of Costs and Disbursements	05/13/2014	31	JA0007748-50
5					
6					
7	102	Notice of Appeal	05/30/2014	32	JA0007751-72
8					
9	103	Case Appeal Statement	06/05/2014	32	JA0007773-76
10					
11	104	Decision and Order	08/04/2014	32	JA0007777-81
12					
13	105	Notice of Entry of Decision and Order	08/13/2014	32	JA0007782-88
14					
15	106	Judgment	08/18/2014	32	JA0007789-91
16					
17	107	Notice of Entry of Judgment	08/21/2014	32	JA0007792-96
18					
19	108	Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007797-98
20					
21					
22	109	Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007799-7804
23					
24					
25					
26					
27					
28					

110	Errata to Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007804-12
111	Notice of Appeal	09/02/2014	32	JA0007813-29
112	Case Appeal Statement	09/11/2014	32	JA0007830-33
113	Stipulation and Order for Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice	05/08/2015	32	JA0007834-36
114	Notice of Entry of Stipulation and Order for Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice	05/11/2015	32	JA0007837-42

TABLE OF CONTENTS (ALPHABETICAL)

Tab No.	Description	Filed	Vol. No.	Page(s)
6	Acceptance of Service	10/10/2011	1	JA00053
13	Acceptance of Service (Filed in A653029)	01/18/2012	1	JA000119-22
64	Acceptance of Services for LWTIC Successor, LLC, FC/LW Vegas, PQ Las Vegas, LLC, and QH Las Vegas, LLC	01/22/2013	5	JA0001206-13
53	Affidavit of Brian Bugni in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001084-85
54	Affidavit of Nancy Briseno-Rivero in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001086-87
14	Affidavit of Service	01/19/2012	1	JA000123-25

1	19	Affidavit of Service	03/01/2012	1	JA000147-49
2					
3	22	Affidavit of Service	04/30/2012	2	JA000262-65
4					
5	3	Affidavits of Service on Angelo Carvalho and Janel Rennie aka Janel Carvalho	09/29/2011	1	JA00028 - 33
6					
7					
8					
9	47	Amended Affidavit of Service	10/17/2012	4	JA000890
10					
11	8	Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	10/27/2011	1	JA00076-97
12					
13					
14					
15					
16	2	Amended Complaint	07/25/2011	1	JA00010 - 27
17					
18					
19	17	Answer to Complaint (Filed in A653029)	02/02/2012	1	JA000135-44
20					
21	65	Answer to Fourth Amended Complaint, Counterclaim and Crossclaim	02/07/2013	5	JA0001214-40
22					
23					
24					
25					
26	7	Answer to Second Amended Complaint, Counterclaim and	10/26/2011	1	JA00054-75
27					
28					

		Crossclaim		
95	Appendix to Exhibits to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	03/20/2014	29-30	JA0007113-7359
42	Case Appeal Statement	09/18/2012	3	JA000701-03
103	Case Appeal Statement	06/05/2014	32	JA0007773-76
112	Case Appeal Statement	09/11/2014	32	JA0007830-33
29	Cashman's Answer to Counterclaim	07/20/2012	2	JA000359-63
80	Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	05/31/2013	10	JA0002414-40
37	Cashman's Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or	08/29/2012	2	JA000439-66

	Alternatively Motion for Clarification and Request for OST			
67	Cashman's Motion for Summary Judgment on the Payment Bond Claim	02/25/2013	7	JA0001356- 1520
45	Cashman's Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/28/2012	4	JA000858-84
43	Cashman's Opposition to Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	09/19/2012	3-4	JA000704-853
49	Cashman's Opposition to Defendants'	10/25/2012	4-5	JA000905-1039

		Motion to Expunge or Reduce Mechanic's Lien		
30	Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/26/2012	2	JA000364-97
21	Cashman's Opposition to Motion for Summary Judgment	04/23/2012	1-2	JA000204-61
68	Cashman's Opposition to QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	03/06/2013	7	JA0001521- 1664
83	Cashman's Reply in Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	07/02/2013	10	JA0002475-87
55	Cashman's Reply in support of Countermotion for Summary	11/02/2012	5	JA0001088- 1101

	Judgment			
98	Cashman's Reply in Support of Motion for Attorneys' Fees	05/05/2014	31	JA0007708-13
72	Cashman's Reply to its Motion for Summary Judgment on the Payment Bond Claim	04/05/2013	9	JA0002066-94
48	Cashman's Reply to its Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	10/22/2012	4	JA000891-904
10	Cashman's Response to Mojave's Counterclaim	11/21/2011	1	JA000100-03
85	Cashman's Response to Mojave's Counterclaim (Filed in A653029)	09/12/2013	10	JA0002491-95

70	Cashman's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic's Lien Claims	03/18/2013	8	JA0001783-1893
63	Certificate of Service for Fourth Amended Complaint	01/17/2013	5	JA0001204-05
1	Complaint	06/03/2011	1	JA00001- 9
11	Complaint (Filed in A653029)	12/09/2011	1	JA000104-11
28	Counterclaimants' Motion for Mandatory Injunction to Procure Codes on OST or in the Alternative Application for Writ of Possession	07/18/2012	2	JA000332-58
104	Decision and Order	08/04/2014	32	JA0007777-81
27	Defendants' Answer to Third Amended Complaint,	06/28/2012	2	JA000305-31

		Counterclaim, and Cross Claim		
20	Defendants' Motion for Summary Judgment	03/09/2012	1	JA000150-203
38	Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	08/30/2012	2	JA000467-98
41	Defendants' Motion to Expunge or Reduce Mechanic's Lien	09/17/2012	3	JA000620-700
69	Defendants' Opposition to Cashman's Motion for Summary Judgment on the Payment Bond Claim	03/15/2013	7-8	JA0001665- 1782
46	Defendants' Opposition to Cashman's Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively	10/01/2012	4	JA000885-89

	Motion for Clarification and Request for OST			
23	Defendants' Reply to Cashman's Opposition to Motion for Summary Judgment	05/02/2012	2	JA000266-75
71	Defendants' Supplement to Motion to Expunge Lien and Opposition to Motion for Summary Judgment as to Lien and Bond Claims	04/02/2012	8-9	JA0001894-2065
89	Defendants' Trial Brief	01/16/2014	11	JA0002506-33
9	Errata to Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	11/10/2011	1	JA00098-99
110	Errata to Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007804-12

1	5	Errata to Second Amended Complaint	10/10/2011	1	JA00051-52
2					
3					
4	99	Findings of Fact and Conclusions of Law	05/05/2014	31	JA0007714-29
5					
6					
7	34	Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/10/2012	2	JA000414-16
8					
9					
10					
11					
12	61	Fourth Amended Complaint	01/10/2013	5	JA0001154-72
13					
14	91	Joint Pretrial Memorandum	01/16/2014	11	JA0002560-79
15					
16	92	Joint Trial Exhibit Index	01/21/2014	11	JA0002580-82
17					
18	92.J01	Joint Trial Exhibits	01/21/2014	11-27	JA0002583-6552
19	to				
20	92.J65				
21					
22					
23	106	Judgment	08/18/2014	32	JA0007789-91
24					
25	101	Memorandum of Costs and Disbursements	05/13/2014	31	JA0007748-50
26					
27	94	Motion for Relief Pursuant to NRCP	03/20/2014	29	JA0007099-7112
28					

	60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108			
50	Motion to Amend Complaint	10/31/2012	5	JA0001040-76
12	Motion to Consolidate (re: Case A653029)	01/11/2012	1	JA000112-18
93	Non-Jury Trial Transcripts (for January 21, 2014 through January 24, 2014)	01/31/2014	27- 29	JA0006553- 7098
40	Notice of Appeal	09/13/2012	3	JA00610-19
102	Notice of Appeal	05/30/2014	32	JA0007751-72
111	Notice of Appeal	09/02/2014	32	JA0007813-29
105	Notice of Entry of Decision and Order	08/13/2014	32	JA0007782-88
76	Notice of Entry of Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims and Cashman's Countermotion for	05/06/2013	10	JA0002390-95

	Summary Judgment			
100	Notice of Entry of Findings of Fact and Conclusions of Law	05/06/2014	31	JA0007730-47
35	Notice of Entry of Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/13/2012	2	JA000417-22
107	Notice of Entry of Judgment	08/21/2014	32	JA0007792-96
77	Notice of Entry of Order Denying Cashman's Motion for Summary Judgment on Defendants' Payment Bond Claim	05/06/2013	10	JA0002396-2401
109	Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007799-7804
26	Notice of Entry of Order Denying Defendants'	05/25/2012	2	JA000300-04

	Motion for Summary Judgment without Prejudice			
78	Notice of Entry of Order Denying Mojave's Motion to Expunge or Reduce Mechanic's Lien	05/06/2013	10	JA0002402-07
79	Notice of Entry of Order Denying QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	05/06/2013	10	JA0002408-13
87	Notice of Entry of Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/24/2013	10-11	JA0002498-2502
25	Notice of Entry of Order Granting Cashman's Motion to Amend Complaint	05/25/2012	2	JA000295-99

1	52	Notice of Entry of Order Granting Cashman's Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001079-83
2					
3					
4					
5					
6					
7					
8	60	Notice of Entry of Order Granting Motion to Amend Complaint	01/09/2013	5	JA0001149-53
9					
10					
11	16	Notice of Entry of Order Granting Motion to Consolidate (Filed in A653029)	02/02/2012	1	JA000129-34
12					
13					
14					
15					
16	114	Notice of Entry of Stipulation and Order for Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice	05/11/2015	32	JA0007837-42
17					
18					
19					
20					
21					
22					
23					
24					
25					
26	57	Notice of Posting Bond	11/07/2012	5	JA0001112-16
27					

1	44	Notice of Posting Cost Bond	09/19/2012	4	JA000854-57
2					
3	33	Notice of Posting Security Bond	08/09/2012	2	JA000407-13
4					
5	82	Opposition to Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	06/20/2013	10	JA0002462-74
6					
7					
8					
9					
10	39	Opposition to Cashman's Motion for Reconsideration of Order Granting in Part Counter- claimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/07/2012	2-3	JA000499-609
11					
12					
13					
14					
15					
16					
17					
18					
19					
20	96	Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/15/2014	30- 31	JA0007360- 7693
21					
22					
23					
24					
25					
26	58	Opposition to Motion to Amend Complaint	11/19/2012	5	JA0001117-26
27					
28					

1	108	Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007797-98
2					
3					
4					
5	86	Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/20/2013	10	JA0002496-97
6					
7					
8					
9					
10					
11	51	Order Granting Cashman's Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001077-78
12					
13					
14					
15					
16					
17	75	Order Rescheduling Pretrial/Calendar Call	04/17/2013	10	JA0002388-89
18					
19					
20					
21	18	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	02/21/2012	1	JA000145-46
22					
23					
24	32	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	08/06/2012	2	JA000405-06
25					
26					
27					
28					

1	84	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	09/06/2013	10	JA0002488-90
2					
3					
4	88	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	10/1/2013	11	JA0002503-05
5					
6					
7					
8	90	Plaintiff's Trial Brief	01/16/2014	11	JA0002534-59
9					
10	66	QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	02/07/2013	5-6	JA0001241- 1355
11					
12					
13					
14					
15					
16					
17					
18	74	QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Reply to their Motion to Dismiss, or in the alternative, Motion for Summary Judgment	04/05/2013	9- 10	JA0002102- 2387
19					
20					
21					
22					
23					
24					
25					
26	81	QH Las Vegas, PQ Las Vegas, LWITC Successor and FC/LW Vegas'	06/11/2013	10	JA0002441-61
27					
28					

	Answer to Fourth Amended Complaint			
59	Reply in Support of Motion to Amend Complaint	12/17/2012	5	JA0001127-48
31	Reply to Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/31/2012	2	JA000398-404
97	Reply to Cashman's Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/23/2014	31	JA0007694-7707
56	Reply to Cashman's Opposition to Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001102-11
15	Scheduling Order	01/31/2012	1	JA000126-28
4	Second Amended Complaint	09/30/2011	1	JA00034-50
113	Stipulation and Order for	05/08/2015	32	JA0007834-36

	Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice			
73	Supplement to Cashman's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic's Lien Claims	04/05/2013	9	JA0002095-2101
24	Third Amended Complaint	05/24/2012	2	JA000276-94
36	Transcript of Proceedings for August 3, 2012	08/22/2012	2	JA000423-38
62	Transcript of Proceedings for November 9, 2012	01/11/2013	5	JA0001173-1203