

Frances McCombs

From: angelo4nevada@aol.com
Sent: Tuesday, April 26, 2011 11:30 AM
To: Frances McCombs
Subject: Re: Unconditional Final Release 109502

That amount is 1/2% plus they took the tax off of it.

Angelo Carvalho
Cam Consulting, Inc.
3874 Civic Center Drive

North Las Vegas, Nevada 89030

Cell-702-524-2022
Fax-702-570-6863

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

From: Frances McCombs <fmccombs@mojaveelectric.com>
To: angelo4nevada@aol.com
Sent: Tue, Apr 26, 2011 11:16 am
Subject: RE: Unconditional Final Release 109502

What percent are they giving you? Maybe that is why I don't see the dollar amounts.

Frances

From: angelo4nevada@aol.com [mailto:angelo4nevada@aol.com]
Sent: Tuesday, April 26, 2011 11:14 AM
To: Frances McCombs
Subject: Re: Unconditional Final Release 109502

Because that is there invoice number not mine

Angelo Carvalho
Cam Consulting, Inc.
3874 Civic Center Drive

North Las Vegas, Nevada 89030

Cell-702-524-2022
Fax-702-570-6863

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

From: Frances McCombs <fmccombs@mojaveelectric.com>
To: angelo4nevada@aol.com
Sent: Tue, Apr 26, 2011 11:12 am
Subject: RE: Unconditional Final Release 109502

The invoice number that I see on the release don't match what I show on the check. I will look into this afternoon, as I am away from my desk and covering the front desk right now.

Frances

From: angelo4nevada@aol.com [mailto:angelo4nevada@aol.com]
Sent: Tuesday, April 26, 2011 10:02 AM

To: Frances McCombs
Subject: Fwd: Unconditional Final Release 109502

Does this look right to you.

Angelo Carvalho
Cam Consulting, Inc.
3874 Civic Center Drive

North Las Vegas, Nevada 89030

Cell-702-524-2022
Fax-702-570-6863

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

From: Atrebor Prince <Atrebor_Prince@cashmanequipment.com>
To: Angelo Carvalho (angelo4nevada@aol.com) <angelo4nevada@aol.com>
Sent: Tue, Apr 26, 2011 8:49 am
Subject: Unconditional Final Release 109502



Angelo,

I have attached the unsigned release for you to review to make sure the information I have listed is the same as what you have.

Thanks,

Atrebor Prince
Collector
Cashman Equipment Co.
800 937-2326 Toll Free
702 633-4604 Direct Line
702 633-4695 Fax

atrebor_prince@cashmanequipment.com



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Frances McCombs

From: Frances McCombs
Sent: Tuesday, July 05, 2011 3:46 PM
To: 'Diann Bowie'
Subject: RE: releases thru 6/30/11

I need the unconditional progressive release thru 6/30/11. I don't have invoices on the Mojave billing for you on Las Vegas City Hall. If you are not sending what I ask for, it would be nice if you could write me a line with the problem.

Thanks,
Frances

From: Diann Bowie [mailto:Diann_Bowie@cashmanequipment.com]
Sent: Tuesday, July 05, 2011 11:39 AM
To: Frances McCombs; Shane Norman
Cc: Atrebor Prince
Subject: RE: releases thru 6/30/11

Diann Bowie
Lead Collector
Cashman Equipment Co
3300 St Rose Parkway
Henderson, NV 89052
PH - (702) 633-4606
FX - (702) 633-4693
Diann_Bowie@cashmanequipment.com

From: Frances McCombs [<mailto:fmccombs@mojaveelectric.com>]
Sent: Friday, July 01, 2011 11:10 AM
To: Diann Bowie
Cc: Atrebor Prince
Subject: releases thru 6/30/11

May I have the below release(s) thru 6/30/11?

UNCONDITIONAL PROGRESSIVE

JOB #	JOB NAME	AMOUNT	DATE	FORM	RETENT
765709	SOUTHWEST/WINDMILL LIBRARY	\$0.00	06/30/11	YES	
765809	SHIRLEY & BILL WALLIN ELEMENTARY SCHOOL	\$0.00	06/30/11		YES
767810	LAS VEGAS CITY HALL	\$0.00	06/30/11	YES	

Please use the attached forms for job #765709 & 767810. Please mail the originals.

Thanks,

Frances McCombs
Accounts Payable
(702) 798-2970
fax (702) 798-3740

Frances McCombs

From: Frances McCombs
Sent: Monday, June 27, 2011 10:51 AM
To: Dianh_Bowie@cashmanequipment.com
Cc: Atrebor Prince
Subject: check release for today
Attachments: 765709 U P.pdf; 767810 U P.doc

Normally I have the releases from you today. Is there a problem? Please ensure the attached forms are used for job #765709 & 767810.

Frances McCombs
Accounts Payable
Mojave Electric
(702) 798-2970

Frances McCombs

From: Shane Norman [Shane_Norman@cashmanequipment.com]
Sent: Wednesday, May 11, 2011 1:30 PM
To: Brian Bugni; Frances McCombs
Cc: Keith Lozeau; Kim Symons; Atrebor Prince
Subject: CAM Consulting check for \$755,893.89 did not clear

The check came back returned as NSF (we waited the several days he requested for your check to clear to him). We then redeposited and apparently the bank sent it back a second time as a result of a stop payment order. Angelo is in Afghanistan from what I hear and though he generally checks his emails we haven't yet heard back from him since we found out about this yesterday. Francis, you mentioned your funds were good to him—but apparently his aren't or at least not yet (though that doesn't explain a stop payment). Until those funds are made good the release I signed isn't valid. Please let us know if you hear anything from him directly. Hopefully this is just a bank error and all will be figured out shortly, however, I wanted to make sure you were all made aware of the situation as it is serious for the time being.

Thanks,
Shane N.

Shane Norman CCE
Credit Mgr-Cashman Eq
3300 St. Rose Pkwy
Henderson, NV 89052
702-633-4611
shane_norman@cashmanequipment.com



eDoor

Close Window

Print

Date

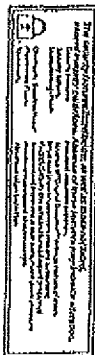
04/26/2011

Account Number Transaction Reference

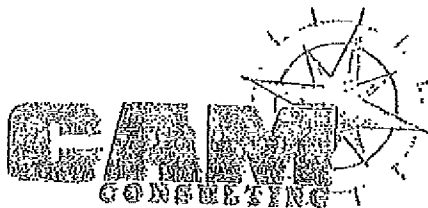
692005534

9494449660

GENERAL ACCOUNT		NEVADA NEVADA BANK P.O. BOX 692 LAS VEGAS, NV 89100-0692		01 17 1923	080336
3755 W. Hacienda Ave. Las Vegas, Nevada 89118 (702) 798-2970		Vendor No. CAC004		Check No. 080336	Check Date 04/26/11
8020,261 DOLLARS AND 75 CENTS*****					
4820,261.75					
Pay CAN CONSULTING INC					
3874 CIVIC CENTER DRIVE NORTH LAS VEGAS NV 89030					
Roy Nelson President					
#080336# 12240077940892005534#					



ENDORSE HERE
X
DO NOT WRITE SPACES OR SIGNS BEYOND THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE



INVOICE

CAM

Mojave Electric
Newport
FEB 1 2011

FROM: CAM CONSULTING
3874 Civic Center Dr.
North Las Vegas, NV 89030-7524
Phone (702) 524-2022 Fax (702) 570-6863

INVOICE NUMBER:	61555
DATE:	11/JAN/31
PAGE NUMBER:	1 OF 1

TO: MOJAVE ELECTRIC
3755 West Hacienda Ave.
Las Vegas, NV 89118

FOR: JOB: CITY OF LAS VEGAS NEW CITY
767810 GEN-10010

DESCRIPTION	TOTAL AMOUNT
GENERATOR MODEL C32 ID NO: 10-081 SERIAL JSJ01016 900 KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR	152849.91 ✓
GENERATOR MODEL C32 ID NO: 10-082 SERIAL JSJ01013 900 KW, 480/277V, 4P, 4P, N3R ENCLOSED GENERATOR	152849.91 ✓
AUTO TRANSWITCH ID NO: 10-037 SERIAL TSG03509 MODEL TRANSWITCH 800A, 480/277V, 4P, 4W, N3R	7672.45 ✓
AUTO TRANSWITCH 1000A, 480/277V, 4P, N3R ID NO: 10-038 SERIAL NO: TSG033510 MODEL TRANSWITCH	10215.66 ✓
AUTO TRANSWITCH 1200A, 480/277V, 4P, 4W, N3R MODEL TRANSWITCH ID NO: 10-039 SERIAL NO: TSG03511	10812.66 ✓
SWITCHGEAR ID NO: 10-040 SERIAL SWGR36267 3000A, 480/277V, 3P, 4W, N3R PARALLELING SG MODEL SWITCHGEAR CUST SRV AGREEMENT	244869.50 ✓
FUEL	7462.50 ✓
SPARE PARTS	7611.75 ✓
SHUNT TRIP STATION	2353.17 ✓
TRUCK LAY OVER	497.50 ✓
NV TAX CLARK	1741.25
HOLD RETENTION <i>Pay when 100% complete</i>	48150.13
YES NO <i>100% 02-2011 2-2-11</i>	
Total Amount:	647086.52
1/2% Consulting Fee:	3009.61

MOJ000047

55-011

Total Amount Due: 650096.13

Pay in full within 30 days of invoice.

MOJ00048

J55-012

JA 00004509

Brian Bugni

From: Keith Lozeau [Keith.Lozeau@Cashmanequipment.com]
Sent: Tuesday, August 02, 2011 1:11 PM
To: Troy Nelson; Brian Bugni
Cc: Joel Larson; Mike Pack
Subject: Meeting yesterday

Gentlemen,

As a followup to our meeting today, we wanted to summarize what was discussed and what our next steps will be:

1. Cashman will find out how far back our subpoenaed bank records on CAM Consulting go. We will share what information such as we can with you folks relative to that.
2. Understanding the actual "damaged party" is unclear at this time, Cashman is moving forward in taking both criminal and civil legal action against CAM Consulting. We will also continue forward with perfecting the lien on the property concurrently. We will stay in contact with you on both fronts and proceed with either or both as the situation dictates. We are certainly open to any suggestions of alternative courses of action we can take as well.
3. If we have Angelo's social security number as part of the records subpoenaed, we will see if we can use it to determine his actual military status and see if we can leverage it for this situation.
4. If we don't have his social security number we will contact the NV Secretary of State's office to see if they would be willing to share it.
5. After we left, we decided it may be better if Brian communicates directly with Joel Larson rather than Shane Norman relative to this situation. Joel can be reached any time at (702) 633-4623.

We appreciate your time today and the open and honest exchange. If we keep those lines of communication we're confident we can overcome this challenge and move forward with the project to our mutual benefit.

Kind regards,

Mike Pack
Joel Larson
Keith Lozeau

Keith Lozeau
(702) 639-5018
Sent via Verizon Xoom

767810
FINAL

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(NRS 108.2457)

Property Name: Las Vegas City Hall
Property Location: 495 S. Main Street, Las Vegas, NV 89101

Undersigned's Customer: Cam Consulting
Invoice/Payment Application Number: INSS 12366010, 12367010, 12389010
Payment Amount: \$755,893.89
Payment Period: 4-26-11
Amount of Disputed Claim: 0

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above-described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

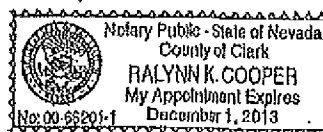
Dated 4/27/11 By [Signature]
(Company Name)
By [Signature]
(Signature)
Title City Manager

NOTARY:

Subscribed and sworn to before the undersigned, a Notary Public for the State of NEVADA

County of CLARK This 27th day of April, 2010.

Notary Public Signature: [Signature]
Commission Expires: December 1, 2013



MOJ00050

J55-014

JA 00004511

BOND FOR RELEASE OF MECHANIC'S LIEN

BOND NUMBER: 58685401

KNOW ALL MEN BY THESE PRESENTS, that we, Mojave Electric, 3755 W. Hacienda Avenue Las Vegas, NV 89118, as Principal, and Western Surety Company, a corporation created, organized, and existing under and by virtue of the laws of the State of South Dakota, as Surety, and licensed to do business in the State of Nevada, are held and firmly bound unto Cashman Equipment Company, as Obligor.

WHEREAS, Mojave Electric, as Principal, desires to give a bond for releasing the following described real property owned by OH Las Vegas, LLC from that certain notice of lien in the sum of Seven Hundred Fifty Five Thousand Eight Hundred Ninety Three and 89/100 DOLLARS (\$755,893.89**) recorded, June 22, 2011, in the office of the recorder in Clark County:

See Attached Exhibit "A"

NOW, THEREFORE, the undersigned principal and surety do hereby obligate themselves to the lien claimant named in the notice of lien, Cashman Equipment Company, under the conditions prescribed by NRS 108.2413 to NRS 108.2425, inclusive, in the sum of One Million One Hundred Thirty Three Thousand Eight Hundred Forty and 84/100 DOLLARS (\$1,133,840.84**) from which sum they will pay the claimant such amount as a court of competent jurisdiction may adjudge to have been secured by this lien, including the total amount awarded pursuant to NRS 108.237, but the liability of the surety may not exceed the penal sum of this surety bond.

IN TESTIMONY WHEREOF, the Principal and Surety have executed this bond at Las Vegas, Nevada, on the 8th day of the month of September, 2011.

Mojave Electric

By: _____

Western Surety Company

By: _____

Kelly M. Lamb, Attorney-in-Fact

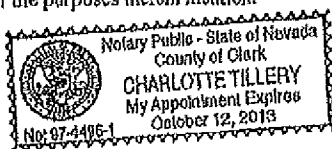
State of Nevada)

County of Clark)

On Sept. 8, 2011, before me, the undersigned, a notary public of this county and state, personally appeared Mary Nelson who acknowledged that he/she executed the foregoing instrument as Principal for the purposes therein mentioned.

State of Nevada)

County of Clark)

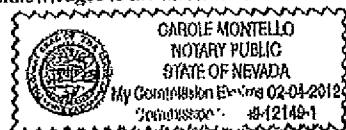


Charlotte Tillery

Notary Public

My Commission Expires: _____

On September 8, 2011, before me, the undersigned, a notary public of this county and state, personally appeared Kelly M. Lamb, Attorney-in-Fact, who acknowledged that he/she executed the foregoing instrument and acknowledged to me that he/she executed the same for the purposes stated therein.



Carol Montello

Notary Public

My Commission Expires: February 4, 2012

MOJ00051

J55-015

JA 00004512

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

Wendy R Crowell, James A Harris, Gregory J Harris, 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 hereon affixed on this 28th day of January, 2011.



WESTERN SURETY COMPANY

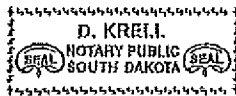
Paul T. Bruffet
Paul T. Bruffet, Senior Vice President

State of South Dakota } ss
County of Minnehaha

On this 28th day of January, 2011, before me personally came Paul T. Bruffet, 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



CERTIFICATE

D. Krell
D. Krell, Notary Public

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 8th day of September, 2011



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-09-06

MOJ00052

J55-016

JA 00004513

INDEMNIFICATION AND DEFENSE AGREEMENT

WHEREAS, Mojave Electric ("Mojave") entered into a Subcontract Agreement ("Agreement") with The Whiting-Turner Contracting Company ("Whiting-Turner") on February 11, 2010;

WHEREAS, Article 8 of that Agreement required Mojave to bond any liens placed give the City of Las Vegas New City Hall project by Mojave's subcontractors or vendors in circumstances where Mojave was paid for the work or equipment, which was subject of the lien;

WHEREAS, Cashman Equipment Company ("Cashman") recorded a lien on June 22, 2011, in Book/Inst. 201106220002156, records of Clark County, Nevada Clerk and Recorder in the amount of \$755,893.89 for provision of generators for which Mojave has been fully paid by Whiting-Turner;

WHEREAS, pursuant to Article 8 of the Agreement, Mojave has posted Western Surety Company, Payment Bond No. 929490974 dated March 2, 2010 ("Western's Payment Bond"), which requires the bonding company to indemnify and defend Whiting-Turner from any failure to pay an obligation on the City of Las Vegas New City Hall project by Mojave in circumstances where Whiting-Turner has paid Mojave for the work or equipment in question;

WHEREAS, Whiting-Turner placed the Western's Payment Bond on notice of Cashman's claim in Case No. A642583, entitled *Cashman Equipment Company, plaintiff, vs. CAM Consulting Inc., et al., defendants*. District Court, Clark County, Nevada and lien foreclosure action;

WHEREAS, Mojave has agreed to appear, defend and fully indemnify Whiting-Turner, L/W TIC Successor LLC and FC/LW Vegas LLC and Whiting-Turner's licensing bond company, Fidelity and Deposit Company of Maryland in Case No. A642583 pursuant to Article 8 of its subcontract and consistent with the obligations of the Payment Bond procured by Mojave; and

WHEREAS, in the event of a failure to completely protect and indemnify Whiting-Turner, L/W TIC Successor LLC, FC/LW Vegas LLC and Fidelity and Deposit Company of Maryland from Cashman's claim in Case No. A642583 (or any subsequent claim from the same operative facts), by way of Mojave's defense and indemnity hereunder, Western Surety Company, pursuant to the obligations on Western's Payment Bond No. 929490974 will then directly defend and indemnify Whiting-Turner, L/W TIC Successor LLC, FC/LW Vegas LLC and Fidelity and Deposit Company of Maryland from any Cashman charges, claims, damages, including, but not limited to attorney's fees and costs.

NOW, THEREFORE:

1. Mojave shall be authorized to appear and defend Whiting-Turner, L/W TIC Successor LLC, FC/LW Vegas LLC and Fidelity and Deposit Company of Maryland in the above-referenced matter in the name of Whiting-Turner, L/W TIC Successor LLC, FC/LW Las Vegas LLC and Fidelity and Deposit Company of Maryland through Santoro, Driggs, Walch, Kearney, Holley & Thompson.
2. Western Surety Company will protect, defend and indemnify Whiting-Turner to the full extent of Mojave's obligation under Payment Bond No. 929490974 dated March 3, 2010, should Mojave fail in any respect to discharge its obligations under this

Agreement and consents to Mojave's direct obligations undertaken herein without reservation or modification of its obligations under Payment Bond No. 929490974

3. Mojave will forthwith post a surety bond to expunge the lien recorded June 22, 2011, in Book/Inst. 201106220002156, records of Clark County, Nevada Clerk and Recorder consistent with NRS 108.2413 and provide evidence of the expungement to Whiting-Turner, L/W TIC Successor LLC, FC/LW Vegas LLC and Fidelity and Deposit Company of Maryland.

4. Notice of conclusion of claims in the above-referenced matter shall be given to the undersigned parties as indicated for purposes of notices.

Notice shall be given to:

The Whiting-Turner Contracting Company
Attn: Paul P. Schmitt
Division Vice President
6720 Via Austi Pkwy, Ste. 300
Las Vegas, NV 89119

FC/LW Vegas LLC
Attn: FC/Vegas 20 LLC
50 Public Square, Suite 1360
Cleveland OH 44113

L/W TIC Successor LLC
Attn: FC/Vegas 20 LLC
50 Public Square, Suite 1360
Cleveland OH 44113

Western Surety Company
230 South 500 East, Suite 480
Salt Lake City UT 84102

.....
.....
.....
.....

Fidelity and Deposit Company of Maryland
1400 American Lane Tower 1, 19th Floor
Schaumburg IL 60196

Dated: _____

MOJAVE ELECTRIC

By: _____
Its: _____

Dated: _____

THE WHITING-TURNER CONTRACTING
COMPANY

By: _____
Its: _____

Dated: _____

FC/LW VEGAS LLC

By: _____
Its: _____

Dated: _____

L/W TIC SUCCESSOR LLC

By: _____
Its: _____

Dated: _____

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND

By: _____
Its: _____

SIGNATURE PAGE CONTINUED

CONTINUATION OF SIGNATURE OF SIGNATURE PAGE

APPROVAL AND CONSENT:

Dated: _____

WESTERN SURETY COMPANY

By: _____
Its: _____

JA 00004519

MOJAVE ELECTRIC

DATE: 1-19-11 TIME: _____

RETURN TO: Ralynn

CODE: ☐ IMMEDIATE ☐ WITHIN 2 HOURS
☐ TODAY ☒ NEXT DAY

COMPANY: Cam Consulting

ADDRESS: 3874 Civic Center Drive

PHONE: _____

ATTENTION: _____

SPECIAL RUNNER INSTRUCTIONS:

RECEIPT OF THE FOLLOWING IS ACKNOWLEDGED:

934410-NV Energy Data Center #2

Angelo4nevada@aol.com

RECEIVED BY: 

DATE: _____ TIME: _____

WHITE - Delivery YELLOW - File PINK - Initiator's Copy

MOJ00059

J55-023

JA 00004520

934410

CUSE: CAM CONSULTING
3874 CIVIC CENTER DRIVE
LAS VEGAS NV 89030

JOB: NV ENERGY DATA CENTER LOW VOLT
7155 LINDELL ROAD
LAS VEGAS, NV
89118

APPLICATION NO: 2
PERIOD ENDING: 01/20/11

Page: 1

FROM: Mojave Electric
3755 West Hacienda Ave.
Las Vegas NV 89118

ARCHITECT/CAM CONSULTING
3874 CIVIC CENTER DRIVE

CONTRACT NO:
CONTRACT DATE: 11/20/10

JOB DESCRIPTION: INSTALL TELE/DATA & SECURITY

CHANGE ORDERS			
	ADDITIONS	DEDUCTIONS	
PREVIOUS TOTAL	.00	.00	
ORIGINAL CONTRACT AMOUNT..... \$ 347,000.00			
TOTAL CHANGE ORDER AMOUNT..... \$.00			
TOTAL CONTRACT INCLUDING CHANGE ORDERS..... \$ 347,000.00			
AMOUNT COMPLETED TO DATE..... \$ 308,572.50			
RETAINAGE - 10.00% OF WORK COMPLETED..... \$ 30,857.25			
.00% OF STORED MATERIAL			
COMPLETED TO DATE LESS RETAINAGE..... \$ 277,715.25			
PREVIOUS AMOUNT BILLED..... \$ 145,415.25			
SALES TAX..... \$.00			
CURRENT AMOUNT DUE..... \$ 132,300.00			
AMOUNT REMAINING..... \$ 69,284.75			
TOTALS TO DATE	.00	.00	
NET AMOUNT		.00	

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, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Neither this billing nor any mechanic's lien release, release any claim that Mojave Electric has on this project for impacts, including extended overhead, impacted labor, job in-efficiencies and other claims.

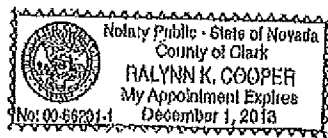
CONTRACTOR: Mojave Electric

By: Troy Nelson Date: 1-18-11
Troy Nelson President

State of: NEVADA
County of: CLARK

Subscribed and sworn to before
on this 18th day of January, 2011

Notary Public: Ralynn K. Cooper
My Commission Expires: December 1, 2013



MOJ00060

J55-024

JA 00004521

Job Number: 934410 HV ENERGY DATA CENTER LOW VOLT
Project # :

Application No.: 2
Invoice Number: 51651

Period From: 12/21/10
Thru: 01/20/11

Page Number 2

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	---WORK COMPLETED---		STORED MATERIALS	COMPLETED AND STORED		BALANCE	
			PREVIOUS APPLICATION	THIS PERIOD		TO DATE	%	TO FINISH	RETAINAGE
01	BASE CONTRACT	347,000.00	161,572.50	147,000.00	.00	300,527.50	89	30,427.50	30,857.25
	Job Totals	347,000.00	161,572.50	147,000.00	.00	300,527.50	89	30,427.50	30,857.25

MOJ00081

J55-025

JA 00004522

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

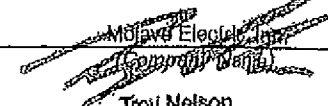
Property Name: NV Energy Data Center Low Voltage
Property Location: 7185 Lindell Road Las Vegas, NV
Undersigned's Customer: CAM Consulting
Invoice/Payment Application No.: Invoice #51651/ App #2
Payment Amount: \$132,300.00

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to any private bond right, any claim for payment and waive any notice of lien, rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

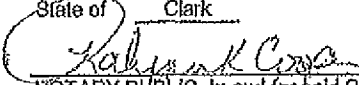
Dated: January 18, 2011

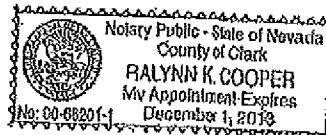
By: 
Troy Nelson
President

Its: Troy Nelson - President

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by
Troy Nelson dated this 18th day of January, 2011

County of NV
State of Clark


NOTARY PUBLIC, in and for said County and State.



MOJ00062

J55-026

JA 00004523



IBEW LOCAL 357 JOINT TRUST FUNDS



ADMINISTRATIVE OFFICE
ZENITH ADMINISTRATORS, INC
2250 S RANCHO DRIVE SUITE 205
LAS VEGAS NEVADA 89102
PHONE: (702) 734-8001 -- FAX: (702) 734-8019

December 17, 2010

MOJAVE ELECTRIC INC (0049000)
3755 W HACIENDA STE D
LAS VEGAS NV 89118-2905

To Whom It May Concern:

Please be advised of the following information:

Employer Name	MOJAVE ELECTRIC INC (0049000)
Last Contribution Rec'd:	11/2010 Hour Report Paid
Status of Account:	Current

This information provided is based on monthly contributions reports by MOJAVE ELECTRIC INC (0049000) and is provided without the benefit of a contract compliance review. The issuance of this letter does not prevent the Joint Trust Funds from conducting a contract compliance review and seek any shortages revealed by that review or from any other source. Such shortages may be sought from MOJAVE ELECTRIC INC (0049000) and/or its general contractor(s). This letter is not a release.

Please contact me directly if you have any additional questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Ramirez".

Lisa Ramirez
Sr. Billing & Eligibility Specialist

MOJ00063

J55-027

JA 00004524

1033

DATE 28 April 11

\$136.89.00

CAN CONSULTING INC. 07/003

FOR DEPOSIT ONLY

NEVADA STATE BANK

THE DOCK TO YOUR FUTURE

FOR DEPOSIT ONLY

W001033* 112240077940262031033*

MOJ00064

J55-028

JA 00004525

MOJAVE ELECTRIC

DATE: 12/14/10 TIME: _____

RETURN TO: Raymond

CODE: ☐ IMMEDIATE ☐ WITHIN 2 HOURS
☐ TODAY ☐ NEXT DAY

COMPANY: CAA CONSULTING

ADDRESS: _____

PHONE: _____

ATTENTION: _____

SPECIAL RUNNER INSTRUCTIONS:

RECEIPT OF THE FOLLOWING IS ACKNOWLEDGED:

934410 - NV ENERGY #1

RECEIVED BY: [Signature]

DATE: _____ TIME: _____

WHITE - Delivery YELLOW - File PINK - Initiator's Copy

MOJ00065

J55-029

JA 00004526

934410

CUSTOMER: CAN CONSULTING
3074 CIVIC CENTER DRIVE
LAS VEGAS NV 89030

JOHN W. ENERGY DATA CENTER LOW VOLT
7155 LINDELL ROAD
LAS VEGAS, NV
89138

APPLICATION NO: 1
PERIOD ENDING: 12/30/10
Page: 1

FROM: Mojave Electric
3752 West Hacienda Ave.
Las Vegas NV 89118

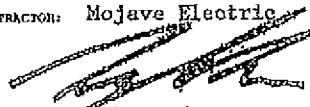
ARCHITECTURAL CONSULTING
3074 CIVIC CENTER DRIVE

CONTRACT NO:
CONTRACT DATE: 11/20/10

JOB DESCRIPTION: INSTALL TRIM/DATA & SECURITY

CHANGE ORDERS					
	ADDITIONS	REDUCTIONS			
PREVIOUS TOTAL	.00	.00	ORIGINAL CONTRACT AMOUNT.....	\$	247,000.00
			TOTAL CHANGE ORDER AMOUNT.....	\$.00
			TOTAL CONTRACT INCLUDING CHANGE ORDERS.....	\$	247,000.00
CURRENT			AMOUNT COMPLETED TO DATE.....	\$	161,512.50
Number	Date		RETAINAGE - 10.00% OF WORK COMPLETED.....	\$	16,151.25
			.00% OF STORED MATERIAL		
			COMPLETED TO DATE LESS RETAINAGE.....	\$	145,361.25
			PREVIOUS AMOUNT BILLED.....	\$.00
			SALARY MAX.....	\$.00
			CURRENT AMOUNT DUE.....	\$	145,361.25
			AMOUNT REMAINING.....	\$	201,504.75
TOTALS TO DATE	.00	.00			
NET AMOUNT		.00			

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, that all accounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Neither this Billing nor any mechanic's lien release, releases any claim that Mojave Electric has on this project for impacts, including extended overhead, impacted labor, job in-efficiency and other claims.

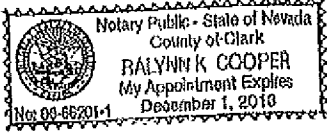
CONTRACTOR: Mojave Electric


By: Troy Nelson
President Date: 12-16-10
Troy Nelson - President

State of: NEVADA
County of: CLARK

Subscribed and sworn to before
me this 16th day of December, 2010

Notary Public: 
My Commission Expires: December 1, 2013



MOJ000066
J55-030

JA 00004527

Job Number: 934410 HV ENERGY DATA CENTER LOW VOLT

Application No.: 1

Period From: 11/20/10

Page Number 2

Project #:

Invoice Number: B1445

Thru: 12/20/10

ITEM NUMBER	DESCRIPTION OF WORK	---WORK COMPLETED---			COMPLETED		BALANCE	
		SCHEDULED VALUE	PREVIOUS APPLICATION	DATE PERIOD	STORED MATERIALS	AND STORED TO DATE	TO FINISH	REPAIRS
01	BASE CONTRACT	347,000.00	.00	161,572.50	.00	161,572.50	47	185,427.50 16,157.25
	J o b T o t a l =	347,000.00	.00	161,572.50	.00	161,572.50	47	185,427.50 16,157.25

MOJ00067

J55-031

JA 00004528

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: NV Energy Data Center Low Voltage
Property Location: 7166 Lindell Road Las Vegas, NV
Undersigned's Customer: CAM Consulting
Invoice/Payment Application No.: Invoice #514457 App #1
Payment Amount: \$145,416.26

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to any private bond right, any claim for payment and waive any notice of lien, rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: December 16, 2010

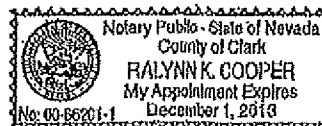
Molave Electric, Inc.
(Company Name)
By: Troy Nelson
President

Its: Troy Nelson - President

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by
Troy Nelson dated this 16th day of December, 2010

County of NV
State of Clark

Ralynn K. Cooper
NOTARY PUBLIC, in and for said County and State.



MOJ00068

J55-032

JA 00004529



IBEW LOCAL 357 JOINT TRUST FUNDS

ADMINISTRATIVE OFFICE
ZENITH ADMINISTRATORS, INC
2250 S RANCHO DRIVE SUITE 295
LAS VEGAS NEVADA 89102
PHONE: (702) 734-8601 - FAX: (702) 734-8619



November 16, 2010

MOJAVE ELECTRIC INC (0049000)
3755 W HACIENDA STE D
LAS VEGAS NV 89118-2905

To Whom It May Concern:

Please be advised of the following information:

Employer Name	MOJAVE ELECTRIC INC (0049000)
Last Contribution Rec'd:	10/2010 Hour Report Paid
Status of Account:	Current

This information provided is based on monthly contributions reports by MOJAVE ELECTRIC INC (0049000) and is provided without the benefit of a contract compliance review. The issuance of this letter does not prevent the Joint Trust Funds from conducting a contract compliance review and seek any shortages revealed by that review or from any other source. Such shortages may be sought from MOJAVE ELECTRIC INC (0049000) and/or its general contractor[s]. This letter is not a release.

Please contact me directly if you have any additional questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Ramirez".

Lisa Ramirez
Sr. Billing & Eligibility Specialist

MOJ00069

J55-033

JA 00004530

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 77943

OCT 11 2011

TO: MOJAVE ELECTRIC
3755 W. Hacienda Avenue
Las Vegas, NV 89118
Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 10, 2011

TERMS NET UPON RECEIPT

JOB: Las Vegas City Hall
495 Main Street
Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RETENTION BILLING		
	<u>SCOPE OF WORK</u> Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear (Retention Withheld on Invoice 77942).		
	Original Contract Amount:	\$7,497.28	
	Less Previous Billing:	\$6,747.55	
	Total Retention Withheld:	\$749.73	
	TOTAL AMOUNT DUE THIS INVOICE		\$749.73
<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>			

MOJ00070

J55-034

JA 00004531

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1255 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 77942

OCT 14 2011

TO: MOJAVE ELECTRIC

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 10, 2011

TERMS NET UPON RECEIPT

JOB: Las Vegas City Hall

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338

MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PROGRESS BILLING			
<u>SCOPE OF WORK</u>			
Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear.			
<u>Labor: 09/27/11 - 09/30/11</u>			
28 HRS	Journeyman Foreman S/T	\$103.00	\$2,884.00
28 HRS	Journeyman Wireman S/T	\$95.00	\$2,660.00
56 HRS	Truck & Tools	\$30.00	\$1,680.00
<i>Subtotal Labor:</i>			\$7,224.00
<u>Material:</u>			
6 EA	Loop Clamp	\$1.83	\$10.98
2 EA	Sleeve Wire, Pack 100	\$120.91	\$241.82
			\$252.80
8.1% Sales Tax, Clark County			\$20.48
<i>Subtotal Material & Tax:</i>			\$273.28
<i>Invoice Subtotal:</i>			\$7,497.28
Less 10% Retention			-\$749.73
TOTAL AMOUNT DUE THIS INVOICE			\$6,747.55
<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>			

MOJ00071

J55-035

JA 00004532

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1266 • Fax (909) 628-8375

LICENSE NO. 288589

INVOICE NO. 77978

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 20, 2011

TERMS **NET UPON RECEIPT**

JOB: **Las Vegas City Hall**

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RETENTION BILLING		
	<u>SCOPE OF WORK</u>		
	Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear (Retention Withheld on Invoice 77977).		
	Original Contract Amount:	\$14,609.45	
	Less Previous Billing:	<u>\$13,148.50</u>	
	Total Retention Withheld:	\$1,460.95	
	TOTAL AMOUNT DUE THIS INVOICE		\$1,460.95
<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The Invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the Invoiced amount or any unpaid part of the Invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>			

MOJ00072

J55-036

MAILED 04 OCT 11 YELLOW (Please remit with payment) 1- PINK & GOVERN ROD - Office Copy

JA 00004533

10-21-2011
Hampton Tedder Technical Services, Inc. *NOTED*

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1268 • Fax (909) 628-6376

LICENSE NO. 288589

INVOICE NO. 77977

TO: **MOJAVE ELECTRIC**

CUSTOMER P.O. 4024911-0001

3755 W. Hacienda Avenue

HTTS JOB NO. TN11469

Las Vegas, NV 89119

DATE October 20, 2011

Attn: Accounts Payable

OCT 21 2011

TERMS NET UPON RECEIPT

JOB: *Las Vegas City Hall*

495 Main Street

REMIT TO: P.O. BOX 2338

Las Vegas, NV 89101

MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PROGRESS BILLING			
<u>SCOPE OF WORK</u>			
Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear.			
<u>Labor: 10/03/11 - 10/07/11</u>			
24 HRS	Journeyman Foreman S/T	\$103.00	\$2,472.00
72 HRS	Journeyman Wireman S/T	\$95.00	\$6,840.00
96 HRS	Truck & Tools	\$30.00	\$2,880.00
Subtotal Labor:			\$12,192.00
<u>Material:</u>			
6 EA	1-1/4" Hole Loop Clamp	\$1.83	\$10.98
1000 FT	Belden 22/2C Low Cap Cable	\$1.11	\$1,110.00
1 EA	Data Port Connector	\$4.05	\$4.05
1000 FT	THHN #10 Black 19STR CU 500S/R Wire	\$0.31	\$310.00
500 FT	THHN #10 Blue 19STR CU 500S/R Wire	\$0.31	\$155.00
500 FT	THHN #10 Red 19STR CU 500S/R Wire	\$0.31	\$155.00
3500 FT	THHN #14 Orange 19STR CU 500S/R Wire	\$0.12	\$420.00
500 FT	THHN #14 Red 19STR CU 500S/R Wire	\$0.12	\$60.00
1 EA	Wire Marker Book	\$11.28	\$11.28
			\$2,236.31
8.1% Sales Tax, Clark County			\$181.14
Subtotal Material & Tax:			\$2,417.45
Invoice Subtotal:			\$14,609.45
Less 10% Retention			-\$1,460.95
TOTAL AMOUNT DUE THIS INVOICE			\$13,148.50
<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The Invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the Invoiced amount or any unpaid part of the Invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>			
			MOJ00073
			J55-037

Peter Fergen

From: Kirk Wichman [kwichman@gentechus.com]
Sent: Tuesday, November 08, 2011 11:44 AM
To: Chris Meiers; Peter Fergen
Co: Roger Cates
Subject: RE: New City Hall - Generator Status
Attachments: Mojave Electric.doc; NVFAX@gentechus.com_20111108_120912.pdf

Guys,

I have attached a document prepared by John Stumpf, the Gen-Tech technician who performed the start-up and testing, that lists the discrepancies that still exist. Also attached is an estimate for replacement of the suspect Zenith MX250 controller and GPS assemblies on ATS X1. The load bank testing has been completed and the results were hand delivered to Richard Christensen along with downloads from the generator controllers on Friday, November 4th. Let me know if there is any other documentation you require and I will try to fill those needs.

As of today, Gen-Tech is still in need of a document for release of the warranty liability. Please provide this as soon as you can.

Thank you for your cooperation and continued trust in Gen-Tech.

Kirk

Kirk Wichman

Service Mgr./Coordinator

Gen-Tech of Nevada

4785 Copper Sage Street

Las Vegas, NV 89115

Phone: 702-633-6400

Toll Free: 877-633-6400

Fax: 702-633-6960

kwichman@gentechus.com

From: Chris Meiers [<mailto:cmelers@mojaveelectric.com>]
Sent: Monday, November 07, 2011 9:34 AM
To: Kirk Wichman
Cc: Roger Cates
Subject: New City Hall - Generator Status

Kirk/ Roger,

Please provide a narrative with regards to what state the generator and associated equipment is in. What works, what does not work, what information is needed yet. Include documentation for the load bank test.

Thanks,

Christopher Meiers

*Project Manager
Mojave Electric
3755 West Hacienda
Las Vegas, NV 89118
Office; (702) 798-2970
Fax; (702) 798-3740
Mobile; (702) 205-3311
Email; emeiers@mojaveelectric.com*

Mojave Electric / City Hall Project

1. The additional analog meters added to the upper half of section one cubicle have a wiring issue, the sync scope operated backwards from the sync scope on the touch screen and when any one of the two gen-sets were closed to the buss and then removed from the buss it would continue to show 125 VAC until the gen-sets were shut down. Hampton Tedder and Gen-tech attempted to trace the wiring issue for a better part of a day but with no electrical drawings provided was unable to correct the problem. We disabled the meters by pulling the fuses to that circuit and at that time the buss would show 0 VAC when the gen-sets were removed from the buss.
2. The voltage matching feature has either a wiring or PLC programming issue. The first generator on the buss would drive the other offline on loss of field (reverse power) and I was unable to get a response from the voltage matching tune screen to correct the problem. It appeared to me the gen-set voltage matching was reacting backwards (if one needed to raise voltage it lowered and if it needed to be lowered it raised) again with no electrical drawings or the Concept program, mod-buss plus adapter or ISO PRZ files needed to view or change the PLC programming I could not correct the issue. I removed the 5 volt analog input to the Cat CDVR (voltage regulator) and ran them in 5% droop. At that time I was able to run the gen-sets in parallel and get the sync tuning done. I dialed in the load tuning when the 1200 kW load bank was on site and I confirmed its operation by bringing gen-set #1 on line at 900 kW and then brought gen-set #2 online. The unit paralleled and shared the load at 450 kW. I then performed the same procedure with gen-set 2 online first. I then brought both gen-sets on line with no load in parallel and block loaded the system at 900 kW, both gen-sets reacted to the load and shared at 450 kW.
3. There is a generator plc or touch screen processor programming issue for the gen-set engine monitoring screen, some of the values are incorrect (oil pressure differential shows 1184 psi and the exhaust temp shows - 481 degrees.) this does not effect the protection of the gen-set engines as they are monitored and shut down by the EMCP3 control panels.
4. There is no GE/Zenith MX 250 processor mod-buss cards in the Automatic Transfer Switches and as of now there is no communication or control between the PSG and Automatic Transfer Switches. The data PLC in the PSG was left with a damaged RS232 port so there is no communication on the mod-buss plus in the PSG and no Automatic Transfer Switch status (connected to emergency or normal source) on the touch screen.
5. The gen-sets were left with the exhaust system incomplete. Gen-tech finished the assembly of the exhaust flanges and muffler mounting. There are three ¾ x 1 ½ inch bolts missing in the upper flange of gen-set 2 the two halves of the flange will not align well enough to install the bolts.
6. ATS X1 1000 amp serial number TSG03510 has developed a MX 250 processor problem, when it first appeared the screen was displaying the factory option screen and OPN number, this screen cannot be accessed by using the buttons on the front panel alone and requires additional steps. I rebooted the processor and it

MOJ00076

J55-040

JA 00004537

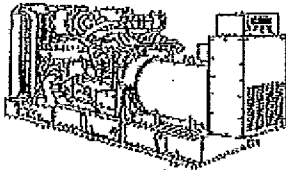
came back on with the normal status screen but needed the time set. The processor has a battery backup and the time had already been set by Hampton Tedder and should not have required resetting. The next time I was on site the screen had no display at all and when Mojave electric asked me to troubleshoot further I found the display operational again. I confirmed the processor control voltage from the Zenith CPS is correct but I also observed that if the processor was jarred by either closing the door or tapping on the screen that the display would shut down and then reboot. It appears the processor has a faulty internal connection. Gen-tech has a quote prepared for the repairs.

7. At this time the load shed input from the fire pump control is not connected or been tested as without the drawings the termination at the customer connection board is not known.

MOJ00077

J55-041

JA 00004538



www.gentechusa.com

Company: Mojave Electric, Inc.
Contact: Peter Fergen
Address: 8756 W Hacienda

Las Vegas NV 89118

Phone: 702-766-8880
Fax:

GEN-TECH of Nevada

4785 Copper Sage St, Suite A

Las Vegas, NV 89115

Phone: (702) 633-6400

Fax: (702) 633-5960

SERVICE ESTIMATE

Date	Document #	Rep
11/08/11	PHXQ10463	Kirk Wichman

Equipment Location:

Company: Mojave Electric, Inc.

Contact:

Address: City Hall Building

Las Vegas NV

Phone:
Fax:

Qty	Description	Unit Price	Ext. Price
SCOPE OF WORK TO INCLUDE:			
1) Remove and replace suspect Zenith MX250 controller and CPS assemblies in ATS X1			
2) Complete testing if required.			
1	Labor, Parts and Mileage	\$4,723.50	\$4,723.50
Sub-Total			\$4,723.50
Estimated Shipping			\$60.00
Estimated Tax			\$356.28
Estimated Total			\$5,129.78

PRICES LISTED ARE VALID FOR 30 DAYS FROM DATE OF ESTIMATE

ALL LABOR ASSOCIATED WITH THIS ESTIMATE IS BASED ON NORMAL BUSINESS HOURS, MON - FRI, 7:00AM - 3:30PM UNLESS OTHERWISE NOTED HEREIN. ADDITIONAL LABOR CHARGES SHALL BE APPLIED FOR OVERTIME REQUIRED TO MEET CUSTOMERS SCHEDULING CONSTRAINTS. ANY TIME OR MILEAGE COSTS DUE TO INAVAILABILITY SHALL BE INVOICED AT PUBLISHED RATE SCHEDULE.

PRICES LISTED HEREIN ARE BASED UPON TOTAL PURCHASE - ALL DELIVERY, ADDITIONAL SERVICES, TRAINING OR CONSULTING TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. THIS ESTIMATE STANDS ALONE AND IS NOT INTENDED TO REPLACE THE SERVICE AGREEMENT QUOTE AND PRICING.

TERMS ARE NET 30 DAYS ON APPROVED CREDIT. CASH/CREDIT CARD PAYMENT DUE AT TIME OF SERVICE FOR NON-ACCOUNT

PLEASE SIGN AND FAX BACK TO (702) 633-6860
PRINTED NAME OF PERSON AUTHORIZING SERVICE(S) _____

PHONE# _____ PO# _____ SIGNATURE: _____

11/08/11 PHXQ10463

Visit us on the web: www.gentechusa.com

Page 1

MOJ00078

J55-042

JA 00004539

Peter Fergen

From: Roger Cates [roger.cates@hamptonredder.com]
Sent: Wednesday, October 26, 2011 1:50 PM
To: Chris Meiers
Cc: 'Kirk Wichman'; Peter Fergen; kee.littleman@hamptonredder.com
Subject: RE: New City Hall - Generator Load Bank Test

Kirk, what specifically do you need from HT to support this. We are in an a major shutdown at LVVED Pump station on Monday so I will have to do juggling of personnel to facilitate a Monday Test date

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Chris Meiers [mailto:cmeyers@mojaveelectric.com]
Sent: Wednesday, October 26, 2011 12:31 PM
To: Roger Cates
Cc: Chris Meiers; Kirk Wichman; Peter Fergen; kee.littleman@hamptonredder.com
Subject: Re: New City Hall - Generator Load Bank Test

Roger,
Is there any way to do it Monday? Right now that looks like our best window to get this done. John (GENTECH) walked down a location this morning and I am meeting with WT this afternoon to finalize. I want to try and get this done starting Monday of next week before SNP moves to much equipment in the area and they start prepping for parking lot.

Regards,

Christopher Meiers
Project Manager
Mojave Electric
3755 West Hacienda
Las Vegas, NV 89118
Office: (702) 798-2970
Fax: (702) 798-3740
Mobile: (702) 205-3311
Email: cmeyers@mojaveelectric.com

On Oct 26, 2011, at 8:50 AM, "Roger Cates" <roger.cates@hamptonredder.com> wrote:

Kirk, let me know when you want to do this and what support you need from HT. The first 3 days of next week are pretty tied up already with an Outage at LVVWD but any other time we are available to assist as needed.

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

From: Chris Meiers [<mailto:cmelers@mojaveelectric.com>]

Sent: Tuesday, October 25, 2011 12:07 PM

To: Kirk Wichman

Cc: Roger Cates; Peter Fergen

Subject: New City Hall - Generator Load Bank Test

Kirk/ Roger,

I would like to get the Generator load bank test set up as soon as we can. I have been in contact with ISO requesting the internal wiring diagrams and the fact that we think we have a bad data PLC. What I get from Angela Booker at ISO is that her hands are "tied" and that we have to go through CASHMAN. I will try again to get the info from CASHMAN today and let everyone know the outcome. Meanwhile, please have the load bank test set up and let me know when this can happen so I can coordinate with Whiting-Turner.

Regards,

Christopher Meiers

Project Manager

Mojave Electric

3755 West Hacienda

Las Vegas, NV 89118

Office; (702) 798-2970

Fax; (702) 798-3740

Mobile; (702) 205-3311

Email; cmeiers@mojaveelectric.com

Peter Fergen

From: Roger Cates [roger.cates@hamptonjedder.com]
Sent: Wednesday, October 26, 2011 8:45 AM
To: Chris Meiers; 'Kirk Wichman'
Cc: Peter Fergen; kee.littleman@hamptonjedder.com
Subject: RE: New City Hall - Generator Load Bank Test

Kirk, let me know when you want to do this and what support you need from HT. The first 3 days of next week are pretty tied up already with an Outage at LVVWD but any other time we are available to assist as needed.

Roger Cates
Hampton Tedder - Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

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Sent: Tuesday, October 25, 2011 12:07 PM
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Mobile; (702) 205-3311
Email; cmeiers@mojaveelectric.com

Peter Fergen

From: Kirk Wichman [kwichman@gentechus.com]
Sent: Wednesday, October 19, 2011 5:30 PM
To: Peter Fergen; Chris Melers
Cc: Rick Martin
Attachments: NVFAX@gentechus.com_20111019_180352.pdf

Guys,

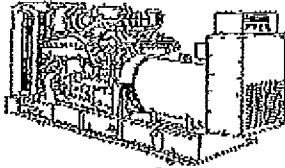
Attached is an estimate for the continued testing as required, including load bank testing the gensets per the submittal requirements. And, just as a reminder, we are still in need of a release of liability document.
We appreciate the confidence you have placed with Gen-Tech on this project and we trust everything is getting completed per your approval.

Thanks,

Kirk

Kirk Wichman
Service Mgr./Coordinator
Gen-Tech of Nevada
4785 Copper Sage Street
Las Vegas, NV 89115
Phone: 702-633-6400
Toll Free: 877-633-6400
Fax: 702-633-5960
kwichman@gentechus.com

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GEN-TECH of Nevada

4785 Copper Sage St, Suite A
Las Vegas, NV 89115

Phone: (702) 633-6400

Fax: (702) 633-5960

SERVICE ESTIMATE

Date	Document #	Rep
10/19/11	PHXQ10338	Kirk Wichman

www.gentechusa.com

Quote To: [Redacted]

Company: Mojave Electric, Inc.

Contact: Peter Fergen

Address: 3765 W Hacienda

Las Vegas NV 89118

Phone: 702-756-3050

Fax:

Equipment Location: [Redacted]

Company: Mojave Electric, Inc.

Contact:

Address: City Hall Building

Las Vegas NV

Phone:

Fax:

Qty	Description	Unit Price	Ext. Price
SCOPE OF WORK TO INCLUDE:			
1) Continue to assist with switchgear testing			
2) Perform individual and combined loadbank testing on gensets per submittal specs, which would include setup and tear down of required cabling			
3) Perform load share and shed tuning with loadbank			
4) Address voltage matching issue if building switchgear drawings become available			
5) Test fire pump and E1 ATS systems			
1	Labor, Mileage, Load Bank and Cabling	\$9,190.00	\$9,190.00
Sub-Total			\$9,190.00
Estimated Shipping			\$0.00
Estimated Tax			\$0.00
Estimated Total			\$9,190.00

PRICES LISTED ARE VALID FOR 30 DAYS FROM DATE OF ESTIMATE

ALL LABOR ASSOCIATED WITH THIS ESTIMATE IS BASED ON NORMAL BUSINESS HOURS, MON - FRI, 7:00AM - 3:30PM UNLESS OTHERWISE NOTED HEREIN. ADDITIONAL LABOR CHARGES SHALL BE APPLIED FOR OVERTIME REQUIRED TO MEET CUSTOMERS SCHEDULING CONSTRAINTS. ANY TIME OR MILEAGE COSTS DUE TO INAVAILABILITY SHALL BE INVOICED AT PUBLISHED RATE SCHEDULE.

PRICES LISTED HEREIN ARE BASED UPON TOTAL PURCHASE - ALL DELIVERY, ADDITIONAL SERVICES, TRAINING OR CONSULTING TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. THIS ESTIMATE STANDS ALONE AND IS NOT INTENDED TO REPLACE THE SERVICE AGREEMENT QUOTE AND PRICING.

TERMS ARE NET 30 DAYS ON APPROVED CREDIT. CASH/CREDIT CARD PAYMENT DUE AT TIME OF SERVICE FOR NON-ACCOUNT

PLEASE SIGN AND FAX BACK TO (702) 633-5960

PRINTED NAME OF PERSON AUTHORIZING SERVICE(S) _____

PHONE# _____

PO# _____

SIGNATURE _____

10/19/11 PHXQ10330

Visit us on the web: www.gentechusa.com

Page 1

MOJ00084

J55-048

JA 00004545

Peter Fergen

From: Peter Fergen
Sent: Friday, October 14, 2011 3:02 PM
To: Chris Meiers
Subject: FW:

FYI

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

From: Kirk Wichman [mailto:kwichman@gentechus.com]
Sent: Thursday, October 13, 2011 6:35 AM
To: Peter Fergen; Chris Meiers
Cc: Rick Martin; Ken Kost
Subject:

Guys,

Talked with the crew around here and Gen-Tech will not be able to offer any kind of warranty on the City Hall generators and switchgear. Previous experience with subcontracted warranty providers who failed and the fact that Gen-Tech couldn't absorb the possible liability does not allow Gen-Tech the ability to present any kind of warranty.

Gen-Tech is happy to provide the current service for getting the generators running and for helping Hampton Tedder with the switchgear testing but, as Ken mentioned to Pete the other day, we would like some kind of document releasing Gen-Tech of the liability for any possible future warranty considerations in regards to the generators and switchgear.

Also, we are wondering if Chris was successful at contacting the ISO people about commissioning the switchgear?

Again, thank you for the opportunity to be of service in this difficult situation and we look forward to working with Mojave Electric on future projects.

Kirk Wichman
Service Mgr./Coordinator
Gen-Tech of Nevada
4785 Copper Sage Street
Las Vegas, NV 89115
Phone: 702-633-6400
Toll Free: 877-633-6400
Fax: 702-633-5960
kwichman@gentechus.com

Peter Fergen

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Sent: Thursday, October 13, 2011 6:35 AM
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Cc: Rick Martin; Ken Kost

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Toll Free: 877-633-6400

Fax: 702-633-6060

kwichman@gentechus.com

Peter Fergen

From: Peter Fergen
Sent: Tuesday, October 11, 2011 7:03 AM
To: Chris Melers
Subject: 4024911 - New City Hall - Generator Status

See below article on ISO (Intelligent Switchgear Organization, LLC aka CAT Switchgear) -- Caterpillar has already told me they will not assist Mojave in any way -- Hampton Tedder might have a strong Eaton contact in LA -- Eaton in Vegas would have no abilities to assist us. Contact information if you would like to try is below

Intelligent Switchgear Organization, LLC

CAT Switchgear
4955 Marconi Drive
Alpharetta, GA 30005
(770) 442-9442

Caterpillar and Eaton Corporation Announce Joint Venture to Provide Fully Integrated Electric Power



The joint venture will operate under the name Intelligent Switchgear Organization LLC and will be based in Alpharetta, Georgia. The joint venture will capitalize on the strong reputation Caterpillar has developed as a leading provider of advanced generator set control switchgear utilizing PowerLynx(R) technology and on Eaton's strength in the electrical distribution switching market.

"This agreement represents each organization's strong commitment to provide customers with a single source for the best in electric power generation equipment sales and service," commented Jim Parker, Caterpillar vice president for the Power Systems Marketing Division. "This joint venture expands the Caterpillar branded switchgear offering for Caterpillar electric power generator sets into a total systems solution. When these quality components are combined with the Caterpillar dealer reputation for excellence in product support, you have a situation that can't be matched in the electric power generation industry."

The product lines for the joint venture will include paralleling switchgear and automatic transfer switches used for emergency or prime power applications for a wide variety of facilities, ranging from commercial and industrial facilities to utility and generation installations. The product line will carry the Cat brand. The joint venture will sell its products exclusively through the Caterpillar dealer network focused initially in North America, with plans to begin expansion through the global Cat dealer network in 2004.

"Maintaining continuity of power during an outage or peak demand time is critical to our customers," commented Randy Carson, Eaton senior vice president and group executive for Eaton's Cuffer-Hammer Group. "This total systems approach offers a single source for design, product support and customer service. Seamless integration of all elements means maximum customer value and assures our customers a quality product and the highest level of long-term, local product support."

The North American markets to be served by the joint venture are approximately \$500 million, with substantial growth expected over the next several years. It is anticipated that the joint venture will be able to capture a significant share of that market, and accordingly, the annual revenues within the next two to three years are expected to be in excess of \$100 million.

Eaton Corporation is a global diversified industrial manufacturer with 2002 sales of \$7.2 billion that is a leader in fluid power systems; electrical power quality, distribution and control; automotive engine air management and fuel economy; and intelligent drivetrain systems for fuel economy and safety in trucks. Eaton has 51,000 employees and sells products in more than 60 countries. For more information, visit www.eaton.com.

For more than 75 years, Caterpillar Inc. has been building the world's infrastructure and, in partnership with its worldwide dealer network, is driving positive and sustainable change on every continent. With 2002 sales and revenues of \$20.15

MOJ00087

billion, Caterpillar is a technology leader and the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines and industrial gas turbines. More information is available at www.cat.com.

From: Chris Meiers
Sent: Monday, October 10, 2011 3:27 PM
To: Peter Fergen
Subject: FW: New City Hall - Generator Status

Pete,
According to GENTECH, there is a company called ISO that would be in charge of startup with the PSG. Can you please look into this and get back to me.

Thanks,

*Christopher Meiers
Project Manager
Mojave Electric*

From: Chris Meiers
Sent: Monday, October 10, 2011 3:26 PM
To: Roger Cates; Kirk Wichman
Cc: Peter Fergen
Subject: New City Hall - Generator Status

Roger/ Kirk,
Where do we sit with regards to generator start-up? Please send me a list of outstanding issues that we know of to date. Per our conversation this afternoon, I will see if Pete Fergen can contact ISO with regards to PSG startup. Let me now on the outstanding issues as soon as possible.

Regards,

*Christopher Meiers
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Mojave Electric
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Office; (702) 798-2970
Fax; (702) 798-3740
Mobile; (702) 205-3311
Email; cmeiers@mojaveelectric.com*

Peter Fergen

From: Chris Meiers
Sent: Monday, October 10, 2011 3:58 PM
To: Roger Cates; 'Kirk Wichman'
Cc: Peter Fergen; kea.littleman@hamptontedder.com
Subject: RE: New City Hall - Generator Status

Thanks Roger!

I would like to at least give the GC reasons why we cannot start it yet and not just we are looking at it.

By the way, I have arranged for fuel delivery either tomorrow or Wednesday. I will let everyone know as soon as it is confirmed.

Regards,

Christopher Meiers
Project Manager
Mojave Electric

From: Roger Cates [mailto:roger.cates@hamptontedder.com]
Sent: Monday, October 10, 2011 3:27 PM
To: Chris Meiers; 'Kirk Wichman'
Cc: Peter Fergen; kea.littleman@hamptontedder.com
Subject: RE: New City Hall - Generator Status

Kee and Kirk met today. They are putting together a Punch list of what is left to be done and we should be able to provide that tomorrow

Roger Cates
Hampton Tedder-Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

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Fax; (702) 798-3740
Mobile; (702) 205-3311
Email; cmeyers@mojaveelectric.com*

Peter Fergen

From: Peter Fergen
Sent: Thursday, October 06, 2011 1:10 PM
To: Chris Meiers
Subject: FW: You Have A Fax
Attachments: NVFAX@gentechus.com_20110930_170857.pdf

See the attached Quotation

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

From: Kirk Wichman [<mailto:kwichman@gentechus.com>]
Sent: Friday, September 30, 2011 5:43 PM
To: Peter Fergen
Cc: Ken Kost
Subject: FW: You Have A Fax

Pete,

Attached is budgetary estimate for the requested work at the new City Hall building. I am going to be out of town next week. If you need, you can call Ken Kost @ 702-528-7364, as he is aware of what is going on with this project.

Thanks,

Kirk

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Peter Fergen

From: Peter Fergen
Sent: Tuesday, October 04, 2011 11:42 AM
To: Roger Cates
Cc: Peter Fergen; Chris Melers; Robin Moran; deanna@hamptontedder.com
Subject: Re: Job # Request

The pwp numbers are the same as the base project

Sent from my iPad

On Oct 4, 2011, at 11:41 AM, "Roger Cates" <roger.cates@hamptontedder.com> wrote:

Please see below, is the Gen Startup work under the Public Works Project? If so is it same # as our other job

Need to make sure we have all paperwork in place

Your help is appreciated ASAP

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

From: DeAnna Chase [<mailto:deanna@hamptontedder.com>]
Sent: Tuesday, October 04, 2011 10:01 AM
To: deanna@hamptontedder.com; 'Robin Moran'
Cc: 'Roger Cates'
Subject: RE: Job # Request
Importance: High

Roger/Robin,

I still need to PWP number for the new Mojave City Hall job; is it the same as WN3778 or is it different? Please get me an answer ASAP as I have to report on these jobs weekly.

DeAnna Chase

Office Manager - Corporate Office

Ph: (909) 628-1253, Ext. 223

Fx: (909) 628-4746

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From: DeAnna Chase [<mailto:deanna@hamptontedder.com>]
Sent: Wednesday, September 28, 2011 10:02 AM
To: 'Robin Moran'
Cc: 'Roger Cates'; 'Kee Littleman'
Subject: RE: Job # Request

Here you go! Please send me the revised purchase order when you receive it as well as the PWP number.

Thanks!

DeAnna Chase

Office Manager - Corporate Office

Ph: (909) 628-1253, Ext. 223

Fx: (909) 628-4746

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From: Robin Moran [<mailto:robin.moran@hamptontedder.com>]
Sent: Tuesday, September 27, 2011 8:45 AM
To: deanna@hamptontedder.com
Cc: 'Roger Cates'; 'Kee Littleman'
Subject: Job # Request

DeAnna,

*Please see attached work order and PO for Mojave – LV City Hall.
Please let us know if you have any questions.*

Thanks,

Robin L. Moran

Office Manager

Hampton Tedder

4920 Alto Ave.

Las Vegas, NV 89115

(702) 646-7449

(702) 632-0079

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Peter Fergen

From: Roger Cates [roger.cates@hamptontedder.com]
Sent: Tuesday, October 04, 2011 11:37 AM
To: Peter Fergen; Chris Melors
Cc: Robln Moran; deanna@hamptontedder.com
Subject: FW: Job # Request

Importance: High

Please see below, is the Gen Startup work under the Public Works Project? If so is it same # as our other job

Need to make sure we have all paperwork in place

Your help is appreciated ASAP

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: DeAnna Chase [mailto:deanna@hamptontedder.com]
Sent: Tuesday, October 04, 2011 10:01 AM
To: deanna@hamptontedder.com; 'Robln Moran'
Cc: 'Roger Cates'
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From: Robin Moran [<mailto:robin.moran@hamptontedder.com>]
Sent: Tuesday, September 27, 2011 8:45 AM
To: deanna@hamptontedder.com
Cc: 'Roger Cates'; 'Kee Littleman'
Subject: Job # Request

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Robin L. Moran
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(702) 632-0079

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MOJ00100

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Peter Fergen

From: Kirk Wichman [kwichman@gentechus.com]
Sent: Friday, September 30, 2011 5:43 PM
To: Peter Fergen
Cc: Ken Kost
Subject: FW: You Have A Fax
Attachments: NVFAX@gentechus.com_20110930_170857.pdf

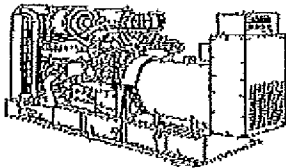
Pete,

Attached is budgetary estimate for the requested work at the new City Hall building. I am going to be out of town next week. If you need, you can call Ken Kost @ 702-528-7364, as he is aware of what is going on with this project.

Thanks,

Kirk

This E-mail message contains information which may be confidential and privileged and is covered by the Electronic Communication Privacy Act, 18 USC §2510-2521. If you are not the intended recipient of this E-mail you are hereby notified that any unauthorized dissemination, disclosure and/or copying of this E-mail, and any use or disclosure of any attachments contained in it is strictly prohibited by law and may be illegal. If this message has been received in error, please immediately notify us by calling 623-937-1719 and delete it from your system.



GEN-TECH of Nevada

4785 Copper Sage St, Suite A

Las Vegas, NV 89115

Phone: (702) 633-6400

Fax: (702) 633-5960

www.gentechusa.com

Quote to:

Company: Mojave Electric, Inc.

Contact: Peter Fergen

Address: 3755 W Hacienda

Las Vegas NV 89118

Phone: 702-766-3830

Fax:

SERVICE ESTIMATE

Date	Document #	Rep
09/30/11	PHXQ10238	Kirk Wichman

Equipment Location:

Company: Mojave Electric, Inc.

Contact:

Address

ATECH 40

9/30

EMAIL

Qty Description

SCOPE OF WORK TO INCLUDE:

- 1) Examine and finish (if necessary) exhaust and muffler connections
- 2) Check all fluids, check for proper block heater and bath charger operation
- 3) Test run engine-generator for proper operation and down parameters from unit controller
- 4) Assist EC with testing if necessary
- 5) Provide detailed daily service reports, and document progress with digital pictures of before and after work

1	Labor, mileage	\$4,000.00	\$4,000.00
	Sub-Total		\$4,000.00
	Estimated Shipping		\$0.00
	Estimated Tax		\$0.00
	Estimated Total		\$4,000.00

PRICES LISTED ARE VALID FOR 30 DAYS FROM DATE OF ESTIMATE

ALL LABOR ASSOCIATED WITH THIS ESTIMATE IS BASED ON NORMAL BUSINESS HOURS, MON - FRI, 7:00AM - 3:30PM UNLESS OTHERWISE NOTED HEREIN. ADDITIONAL LABOR CHARGES SHALL BE APPLIED FOR OVERTIME REQUIRED TO MEET CUSTOMERS SCHEDULING CONSTRAINTS. ANY TIME OR MILEAGE COSTS DUE TO UNAVAILABILITY SHALL BE INVOICED AT PUBLISHED RATE SCHEDULE.

PRICES LISTED HEREIN ARE BASED UPON TOTAL PURCHASE - ALL DELIVERY, ADDITIONAL SERVICES, TRAINING OR CONSULTING TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. THIS ESTIMATE STANDS ALONE AND IS NOT INTENDED TO REPLACE THE SERVICE AGREEMENT QUOTE AND PRICING.

TERMS ARE NET 30 DAYS ON APPROVED CREDIT. CASH/CREDIT CARD PAYMENT DUE AT TIME OF SERVICE FOR NON-ACCOUNT

PLEASE SIGN AND FAX BACK TO (702) 633-5960

PRINTED NAME OF PERSON AUTHORIZING SERVICE(S)

PHONE#

PO#

SIGNATURE:

09/30/11

15:58:08

Visit us on the web: www.gentechusa.com

Page 1

MOJ00103

J55-067

JA 00004564

Peter Fergen

From: Peter Fergen
Sent: Thursday, September 29, 2011 9:34 AM
To: Peter Fergen
Subject: RE: 4024911 - City Hall Generator Start Up - Corp Number

Cat Contact -- Steve Turner -- 309-208-8338

From: Peter Fergen
Sent: Thursday, September 29, 2011 9:32 AM
To: Peter Fergen; Chris Melers
Cc: Brian Bugni; Troy Nelson
Subject: RE: 4024911 - City Hall Generator Start Up - Corp Number

I just hung up the Phone from Steve Turner Western Sales Representative for Caterpillar -- Per Steve the only thing Cat can do is to contact Cashman and see if they will reconsider -- Cat will not intervene or assist Mojave in any way. Asked if they would have another store be able to do the startup and minimize the expenses -- NO; would they clear Wheeler in to do the Start up -- NO; Asked who's PLC is used by CAT he is going to let me know.

He hopes this issue does not affect the relationship between Cashman / Caterpillar for future work -- I informed him that we do not do business with companies that have litigation pending against Mojave. He said he didn't think it was against Mojave, but was going to look into it.

From: Peter Fergen
Sent: Thursday, September 29, 2011 7:12 AM
To: Chris Melers
Subject: 4024911 - City Hall Generator Start Up - Corp Number

CATERPILLAR CORPORATE

100 North East Adams Street
Peoria, Illinois USA 61629
1 (309) 676-1000

Peter Fergen

From: Peter Fergen
Sent: Thursday, September 29, 2011 9:34 AM
To: Peter Fergen
Subject: RE: 4024911 - City Hall Generator Start Up - Corp Number

Cat Contact -- Steve Turner -- 309-208-8338

From: Peter Fergen
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To: Peter Fergen; Chris Meiers
Cc: Brian Bugni; Troy Nelson
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CATERPILLAR CORPORATE

100 North East Adams Street
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Peter Fergen

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Peter Fergen

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Sent: Thursday, September 29, 2011 7:12 AM
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Subject: 4024911 - City Hall Generator Start Up - Corp Number

CATERPILLAR CORPORATE

100 North East Adams Street
Peoria, Illinois USA 61629
1 (309) 676-1000

Peter Fergen

From: Roger Cates [roger.cates@hamptontedder.com]
Sent: Wednesday, September 28, 2011 11:04 AM
To: Peter Fergen
Cc: Chris Meiers; Brian Bugni; 'Robin Moran'; deanna@hamptontedder.com
Subject: RE: 4024911 - LVCH Generator Startup

OK.. your call

Robin/Deanna.. please proceed with Job Assignment under HTTS

Thanks Peter

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Wednesday, September 28, 2011 11:07 AM
To: Roger Cates
Cc: Chris Meiers; Brian Bugni; Robin Moran; deanna@hamptontedder.com
Subject: RE: 4024911 - LVCH Generator Startup

No I would rather keep out of the Minority issue -- it could be twisted into the legalities

From: Roger Cates [mailto:roger.cates@hamptontedder.com]
Sent: Wednesday, September 28, 2011 10:22 AM
To: Peter Fergen
Cc: Chris Meiers; Brian Bugni; Robin Moran; deanna@hamptontedder.com
Subject: RE: 4024911 - LVCH Generator Startup

Peter, can you please change this PO to Hampton Tedder Electric vs Technical Services to maximize WBE Participation

Thanks

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Tuesday, September 27, 2011 6:32 AM
To: Roger Cates
Cc: Chris Meiers; Brian Bugni
Subject: 4024911 - LVCH Generator Startup

Please see the attached Purchase order to perform the electrical startup on the Generators located at the New Las Vegas City Hall

This PO number is to be on ALL Documentation

Thank You
Peter Fergen
VP Project Development
Mojave Electric
702-798-2970 Office
702-756-3830 Cell

Peter Fergen

From: Peter Fergen
Sent: Wednesday, September 28, 2011 11:07 AM
To: 'Roger Cates'
Cc: Chris Meiers; Brian Bugni; Robln Moran; deanna@hamptontedder.com
Subject: RE: 4024911 - LVCH Generator Startup

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From: Roger Cates [<mailto:roger.cates@hamptontedder.com>]
Sent: Wednesday, September 28, 2011 10:22 AM
To: Peter Fergen
Cc: Chris Meiers; Brian Bugni; Robln Moran; deanna@hamptontedder.com
Subject: RE: 4024911 - LVCH Generator Startup

Peter, can you please change this PO to Hampton Tedder Electric vs Technical Services to maximize WBE Participation

Thanks

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [<mailto:pfergen@mojaveelectric.com>]
Sent: Tuesday, September 27, 2011 6:32 AM
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Cc: Chris Meiers; Brian Bugni
Subject: 4024911 - LVCH Generator Startup

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This PO number is to be on ALL Documentation

Thank You
Peter Fergen
VP Project Development
Mojave Electric
702-798-2970 Office
702-756-3830 Cell

Peter Fergen

From: Roger Cates [roger.cates@hamptonredder.com]
Sent: Wednesday, September 28, 2011 10:22 AM
To: Peter Fergen
Cc: Chris Melers; Brian Bugni; Robin Moran; deanna@hamptonredder.com
Subject: RE: 4024911 - LVCH Generator Startup

Peter, can you please change this PO to Hampton Redder Electric vs Technical Services to maximize WBE Participation

Thanks

Roger Cates
Hampton Redder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Tuesday, September 27, 2011 6:32 AM
To: Roger Cates
Cc: Chris Melers; Brian Bugni
Subject: 4024911 - LVCH Generator Startup

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This PO number is to be on ALL Documentation

Thank You
Peter Fergen
VP Project Development
Mojave Electric
702-798-2970 Office
702-756-3830 Cell

Peter Fergen

From: no-reply@salesforce.com on behalf of Caterpillar Inc [cat_info@cat.com]
Sent: Wednesday, September 28, 2011 5:40 AM
To: Peter Fergen
Subject: Thank you for your inquiry

Thank you for your interest in Caterpillar Inc. Your request has been successfully received and we strive to respond within one business day.

Our hours of operation are Monday-Friday, 8 a.m. to 6 p.m., CST.

Thank you,
Customer Interaction Center
Caterpillar Inc.



Peter Fergen

From: Chris Meiers
Sent: Monday, September 26, 2011 4:08 PM
To: Peter Fergen
Subject: Re: 4024811 - LVCH Generator Startup

Tanks are under the generators

Christopher Meiers
Project Manager
Mojave Electric
3755 West Hacienda
Las Vegas, NV 89118
Office: (702) 798-2970
Fax: (702) 798-3740
Mobile: (702) 205-3311
Email: cmeyers@mojaveelectric.com

On Sep 26, 2011, at 3:58 PM, "Peter Fergen" <pfergen@mojaveelectric.com> wrote:

When you see Gentech tomorrow please make sure we don't have to the tanks prior to getting them filled up – Buck needs about a days notice before he can fill them – I just don't want him sitting on site if the tanks need to be purged or cleaned before filling them – also are the tanks underground or just the tanks under the generators

Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 3:58 PM
To: Chris Melers
Subject: 4024911 - LVCH Generator Startup

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Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 3:46 PM
To: Mike Vangulder
Subject: RE: 4024911 - LVCH Generator Startup

Bring the White to me when you come up I wanted to email

From: Mike Vangulder
Sent: Monday, September 26, 2011 3:46 PM
To: Peter Fergen
Subject: RE: 4024911 - LVCH Generator Startup

Written and faxed to Roger Cates

From: Peter Fergen
Sent: Monday, September 26, 2011 1:33 PM
To: Roger Day; Mike Vangulder
Subject: 4024911 - LVCH Generator Startup

Roger - Please issue a PO to Hampton Tedder

1 - Diagnose complete and start up for the Caterpillar Generators and Paralleling Switchgear for this Project - Mojave is to supply Submittal Documentation to HT for their use - Engine and Mechanicals will be performed by Gen-tech - Budget \$30,000

Give me the PO and I will scan and forward to all

From: Peter Fergen
Sent: Thursday, September 22, 2011 8:32 AM
To: Brian Bugni
Subject: Fwd: LVCH Generator Startup

Electric only. Still getting mechanical side
Sent from Mojave Electric / Pete Fergen cell phone

Begin forwarded message:

From: "Roger Cates" <roger.cates@hamptonredder.com>
Date: September 22, 2011 7:57:26 AM PDT
To: "Peter Fergen" <pfergen@mojaveelectric.com>
Cc: <kee.littleman@hamptonredder.com>
Subject: RE: LVCH Generator Startup

WAG...

We estimate that we can complete the Terminations with my 2 Tech/JW and do the Electrical Checkout ready for Start (Except for the PLC, that is still an unknown) in approx. 2-3 Weeks with 2 guys. Again without really seeing what information is available this is a "Budgetary" number. We may have to find someone with the Programming Software for the PLC and hire them to program it, assuming you have the Program or at min the parameters of the required Program. Add a Few days to go through the Startup and tuning....(This assumes all cabling is pulled in and ready for terminations and you have Connection Diagrams)

Budget #(WAG)

\$30,000

We can do the same having Mojave do the Terms under our Techs Supervision, but by us doing them we know how it is all put together for SU and can check out any issues before the Cables are actually landed. Budget # with Mojave doing all the Terminations:

\$17,500

Let me know what you want to do so I can clear Kee's Schedule... Do you have a date you need to get them started by? If it is sooner than above we would have to explore more People or longer days.

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

From: Peter Fergen [<mailto:pfergen@mojaveelectric.com>]
Sent: Wednesday, September 21, 2011 6:42 PM
To: Roger Cates
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Generator Startup

In regards to the mechanical side I think I will have that covered – I don't know about the programming – I have requested that information from Chris – I don't think so – I have the submittals – I need a budgetary number to get an idea of costs before I can commit this

From: Roger Cates [<mailto:roger.cates@hamptonredder.com>]
Sent: Wednesday, September 21, 2011 4:01 PM
To: Peter Fergen
Cc: kee.littleman@hamptonredder.com
Subject: LVCH Generator Startup

Peter, we took a look at the Generator installation, here are a several areas of concern

1. Generator System Wiring is not Complete, lots of Wires not landed, panel covers off, etc
2. ATS is not Complete
3. Mechanically .. no Fuel, Exhaust complete?, Labeled?
4. Control System uses PLC's, are the programs loaded??
5. Do you have connection Diagrams, O&M Manuals, PLC Ladder logic, etc?

We can certainly help Mojave Start these up but they need lots of work before Start Button is pushed. It ain't Rocket science, and we can master the controls.

I would suggest that we get my Tech (Kee Littlemen) involved in the completion and also developing a Start Up checklist. once we get all information and all items are complete I feel we could start system up

It can be done it is just not a Push Start and go at this time....

Let me know how you want us to assist

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

Peter Fergen

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Cc: <keelittleman@hamptontedder.com>
Subject: RE: LVCH Generator Startup

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Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 3:43 PM
To: 'Roger Cates'; Chris Melers
Subject: RE: LVCH Gen

I will email the PO by the end of the day

From: Peter Fergen
Sent: Monday, September 26, 2011 1:47 PM
To: 'Roger Cates'; Chris Melers
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

Separate PO and New Job Number

From: Roger Cates [<mailto:roger.cates@hamptontedder.com>]
Sent: Monday, September 26, 2011 1:41 PM
To: Peter Fergen; Chris Melers
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

Will this be a Separate PPO or a CO under existing Contract?

Roger Cates
Hampton Tedder - Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [<mailto:pfergen@mojavcelectric.com>]
Sent: Monday, September 26, 2011 1:24 PM
To: Roger Cates; Chris Melers
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

I understand he will be meeting with Chris – I believe our guy will terminate once they are told – unless that is too inefficient – but I leave that to Chris – I will have a PO

From: Roger Cates [<mailto:roger.cates@hamptontedder.com>]
Sent: Monday, September 26, 2011 1:12 PM
To: Peter Fergen; Chris Melers
Cc: kee.littleman@hamptontedder.com
Subject: LVCH Gen

Kee will be onsite tomorrow am to start Punchllst and get Started on Generator. What Is the Plan, are we doing the hook up or will Mojave do the completion?

Roger Cates
Hampton Tedder - Nevada
Division Manager

702-646-7449 office
702-234-8177 cell

MOJ00126

J55-089

JA 00004586

Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 3:42 PM
To: Chris Meiers
Cc: Brian Bugni
Subject: 4024911 - LVCH Generator Startup

I believe we will be opening Mojave and the startup legal issue do undue scrutiny if we have Hampton Tedder terminate the wires — this work is part of Mojave's work scope, and having Hampton Tedder perform the terminations we are crossing the lines of Mojave vs. Cashman's work scope

Also I backed into the Fuel we will need about 1700 Gallons — now that can be 1 fill up with a top off after start up — I will have Roger issue a PO to Pro Fueloil for 1700 gallons — Cheapest Street Diesel is 3.90 per gallon

We also paid for a 2 year warranty — which we will need Gentech to cross Price

From: Roger Cates [<mailto:roger.cates@hamptontedder.com>]
Sent: Monday, September 26, 2011 2:06 PM
To: Chris Meiers
Cc: Peter Fergen; kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

Kee and I will meet you at 10

Roger Cates
Hampton Tedder - Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Chris Meiers [<mailto:cmeiers@mojaveelectric.com>]
Sent: Monday, September 26, 2011 1:59 PM
To: Roger Cates
Cc: Chris Meiers; Peter Fergen; kee.littleman@hamptontedder.com
Subject: Re: LVCH Gen

No offense taken, I would rather you do it.

Let's meet at 10 with GenTech so we are all on the same page.

Christopher Meiers
Project Manager
Mojave Electric
3755 West Hacienda
Las Vegas, NV 89118
Office: (702) 798-2970
Fax: (702) 798-3740
Mobile: (702) 205-3311
Email: cmeiers@mojaveelectric.com

On Sep 26, 2011, at 1:45 PM, "Roger Cates" <roger.cates@hamptontedder.com> wrote:

MOJ00126

J55-090

JA 00004587

I think that if we do it will get done faster.. no offense....Chris, what time do you want to get together tomorrow morning with Kee (and me)

Roger Cates

Hampton Tedder - Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

From: Chris Meiers [<mailto:cmeliers@mojaveelectric.com>]
Sent: Monday, September 26, 2011 1:29 PM
To: Roger Cates
Cc: Peter Fergen; Chris Meiers; kee.littleman@hamptontedder.com
Subject: Re: LVCH Gen

Honestly Roger, I would rather have Hampton Tedder just complete the work. I have Gen Tech on site tomorrow at 10 AM to review the mechanical portion.

Christopher Meiers

Project Manager

Mojave Electric

3755 West Hacienda

Las Vegas, NV 89118

Office: (702) 798-2970

Fax: (702) 798-3740

Mobile: (702) 205-3311

Email: cmeliers@mojaveelectric.com

On Sep 26, 2011, at 1:17 PM, "Roger Cates" <roger.cates@hamptontedder.com> wrote:

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Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

Peter Fergen

From: Roger Cates [roger.cates@hamptontedder.com]
Sent: Monday, September 26, 2011 2:06 PM
To: Chris Meiers
Cc: Peter Fergen; kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

Kee and I will meet you at 10

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Chris Meiers [mailto:cmeliers@mojaveelectric.com]
Sent: Monday, September 26, 2011 1:59 PM
To: Roger Cates
Cc: Chris Meiers; Peter Fergen; kee.littleman@hamptontedder.com
Subject: Re: LVCH Gen

No offense taken, I would rather you do it.

Let's meet at 10 with GenTech so we are all on the same page.

Christopher Meiers
Project Manager
Mojave Electric
3755 West Hacienda
Las Vegas, NV 89118
Office: (702) 798-2970
Fax: (702) 798-3740
Mobile: (702) 205-3311
Email: cmeliers@mojaveelectric.com

On Sep 26, 2011, at 1:45 PM, "Roger Cates" <roger.cates@hamptontedder.com> wrote:

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Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

From: Chris Meiers [<mailto:cmeyers@mojaveelectric.com>]
Sent: Monday, September 26, 2011 1:29 PM
To: Roger Cates
Cc: Peter Fergen; Chris Meiers; kee.littleman@hamptontedder.com
Subject: Re: LVCH Gen

Honestly Roger, I would rather have Hampton Tedder just complete the work. I have Gen Tech on site tomorrow at 10 AM to review the mechanical portion.

Christopher Meiers

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From: Roger Cates [roger.cates@hamptontedder.com]
Sent: Monday, September 26, 2011 1:50 PM
To: Peter Fergen; Chris Meiers
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

GO It. Thanks

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Monday, September 26, 2011 1:47 PM
To: Roger Cates; Chris Meiers
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

Separate PO and New Job Number

From: Roger Cates [mailto:roger.cates@hamptontedder.com]
Sent: Monday, September 26, 2011 1:41 PM
To: Peter Fergen; Chris Meiers
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

Will this be a Separate PPO or a CO under existing Contract?

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Monday, September 26, 2011 1:24 PM
To: Roger Cates; Chris Meiers
Cc: kee.littleman@hamptontedder.com
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Peter Fergen

From: Roger Cates [roger.cates@hamptontedder.com]
Sent: Monday, September 26, 2011 1:40 PM
To: Chris Meiers
Co: Peter Fergen; kee.littleman@hamptontedder.com
Subject: RE: LVCH Gen

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Subject: Re: LVCH Gen

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702-234-8177 cell

MOJ00139

J55-103

JA 00004600

Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 1:37 PM
To: Chris Melers
Subject: 4024911- LVCH Gen

We may be muddying up the legal waters -- since Mojave was suppose to terminate having HT Terminate could be called into question in court -- unless you give them a separate PO to terminate

From: Chris Melers
Sent: Monday, September 26, 2011 1:29 PM
To: Roger Cates
Cc: Peter Fergen; Chris Melers; kee.littleman@hamptontedder.com
Subject: Re: LVCH Gen

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Christopher Melers
Project Manager
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Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 1:33 PM
To: Roger Day; Mike Vanguilder
Subject: 4024911 - LVCH Generator Startup

Roger -- Please issue a PO to Hampton Tedder

1 -- Diagnose complete and start up for the Caterpillar Generators and Paralleling Switchgear for this Project -- Mojave is to supply Submittal Documentation to HT for their use -- Engine and Mechanicals will be performed by Gen-tech -- Budget \$30,000

Give me the PO and I will scan and forward to all

From: Peter Fergen
Sent: Thursday, September 22, 2011 8:32 AM
To: Brian Bugni
Subject: Fwd: LVCH Generator Startup

Electric only. Still getting mechanical side
Sent from Mojave Electric / Pete Fergen cell phone

Begin forwarded message:

From: "Roger Cates" <roger.cates@hamptonredder.com>
Date: September 22, 2011 7:57:26 AM PDT
To: "Peter Fergen" <pfergen@mojaveelectric.com>
Cc: <kee.littleman@hamptonredder.com>
Subject: RE: LVCH Generator Startup

WAG...

We estimate that we can complete the Terminations with my 2 Tech/JW and do the Electrical Checkout ready for Start (Except for the PLC, that is still an unknown) in approx. 2-3 Weeks with 2 guys. Again without really seeing what information is available this is a "Budgetary" number. We may have to find someone with the Programming Software for the PLC and hire them to program it, assuming you have the Program or at min the parameters of the required Program. Add a Few days to go through the Startup and tuning....(This assumes all cabling is pulled in and ready for terminations and you have Connection Diagrams)

Budget #(WAG)

\$30,000

We can do the same having Mojave do the Terms under our Techs Supervision, but by us doing them we know how it is all put together for SU and can check out any issues before the Cables are actually landed. Budget # with Mojave doing all the Terminations:

\$17,500

Let me know what you want to do so I can clear Kee's Schedule... Do you have a date you need to get them started by? If it is sooner than above we would have to explore more People or longer days.

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

From: Peter Fergen [<mailto:pfergen@mojaveelectric.com>]
Sent: Wednesday, September 21, 2011 6:42 PM
To: Roger Cates
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Generator Startup

In regards to the mechanical side I think I will have that covered -- I don't know about the programming -- I have requested that information from Chris -- I don't think so -- I have the submittals -- I need a budgetary number to get an idea of costs before I can commit this

From: Roger Cates [<mailto:roger.cates@hamptontedder.com>]
Sent: Wednesday, September 21, 2011 4:01 PM
To: Peter Fergen
Cc: kee.littleman@hamptontedder.com
Subject: LVCH Generator Startup

Peter, we took a look at the Generator installation, here are a several areas of concern

1. Generator System Wiring is not Complete, lots of Wires not landed, panel covers off, etc
2. ATS is not Complete
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We can certainly help Mojave Start these up but they need lots of work before Start Button is pushed. It ain't Rocket science, and we can master the controls.

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It can be done it is just not a Push Start and go at this time....

Let me know how you want us to assist

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

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Peter Fergen

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Division Manager
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Peter Fergen

From: Peter Fergen
Sent: Monday, September 26, 2011 12:50 PM
To: Chris Meiers
Subject: Re: New City Hall - Generator

Both.
Electric - Hampton tedder
Gender - gentech

Sent from Mojave Electric / Pete Fergen cell phone

On Sep 26, 2011, at 12:35 PM, "Chris Meiers" <cmeiers@mojaveelectric.com> wrote:

Pete,

Who is going to be doing the rest of the generator work. Gent-tech or Hampton- Tedder? I received calls from both to come out and look at the installation.

Regards,

Christopher Meiers

Project Manager

Mojave Electric

3755 West Hacienda

Las Vegas, NV 89118

Office; (702) 798-2970

Fax; (702) 798-3740

Mobile; (702) 205-3311

Email; cmeiers@mojaveelectric.com

Peter Fergen

From: Peter Fergen
Sent: Thursday, September 22, 2011 10:20 AM
To: Brian Bugni
Subject: FW: 767810 - City of Las Vegas

From: Paige Harker [mailto:pharker@wheelercat.com]
Sent: Wednesday, September 21, 2011 3:05 PM
To: Peter Fergen
Subject: RE: 767810 - City of Las Vegas

Peter,

As I mentioned previously we like to respect our neighboring dealers territories and the projects that they have in progress. Out of respect to Cashman and their territory we are going to decline to bid on this startup process. I hope you can get this resolved, thanks.

Paige Harker
Wheeler Power Systems
Generator, Industrial and Truck Engine
Sales and Product Support
C: 435-773-3507
O: 435-251-8430
F: 435-634-0902

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Wednesday, September 21, 2011 12:10 PM
To: Paige Harker
Subject: 767810 - City of Las Vegas

Paige

Please see the below in addition there is Parralling gear for tying the unit together

Package #1

Enclosure---#42706-1
Generator---#G1E01086
Engine-----#PRH01020
Tank-----#R-218,024

Package #2

Enclosure---#42706-2
Generator---#G1E01083
Engine-----#PRH01018
Tank-----#R-218,025

If there are any other Question I can answer Please call me

Peter Fergen

VP Project Development
Mojave Electric
702-798-2970 Office
702-798-5010 Fax
702-756-3830 Cell
pfergen@mojaveelectric.com

Peter Fergen

From: Brian Bugni
Sent: Thursday, September 22, 2011 8:42 AM
To: Peter Fergen
Subject: LVCH Generator

Can you send me the email from last night of the rejection of the one firm's generator startup? I want to forward it our Haney for their records.

Thanks!

Sent from my iPad

Peter Fergen

From: Brian Bugni
Sent: Thursday, September 22, 2011 8:39 AM
To: Peter Fergen
Subject: Re: LVCH Generator Startup

Pete,

Can HT have the work started 10/03/11? That is WT's deadline.

Thanks

Sent from my iPad

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We can certainly help Mojave Start these up but they need lots of work before Start Button is pushed. It ain't Rocket science, and we can master the controls.

I would suggest that we get my Tech (Kee Littlemen) involved in the completion and also developing a Start Up checklist.. once we get all information and all items are complete I feel we could start system up

It can be done it is just not a Push Start and go at this time....

Let me know how you want us to assist

Roger Cates

Hampton Tedder -Nevada

Division Manager

702-646-7449 office

702-234-8177 cell

Peter Fergen

From: Roger Cates [roger.cates@hamptontedder.com]
Sent: Thursday, September 22, 2011 7:57 AM
To: Peter Fergen
Co: kee.littleman@hamptontedder.com
Subject: RE: LVCH Generator Startup

WAG...

We estimate that we can complete the Terminations with my 2 Tech/JW and do the Electrical Checkout ready for Start (Except for the PLC, that is still an unknown) in approx. 2-3 Weeks with 2 guys. Again without really seeing what information is available this is a "Budgetary" number. We may have to find someone with the Programming Software for the PLC and hire them to program it, assuming you have the Program or at min the parameters of the required Program. Add a Few days to go through the Startup and tuning....(This assumes all cabling is pulled in and ready for terminations and you have Connection Diagrams)

Budget # (WAG)
\$30,000

We can do the same having Mojave do the Terms under our Techs Supervision, but by us doing them we know how it is all put together for SU and can check out any issues before the Cables are actually landed. Budget # with Mojave doing all the Terminations:

\$17,500

Let me know what you want to do so I can clear Kee's Schedule... Do you have a date you need to get them started by? If it is sooner than above we would have to explore more People or longer days.

Roger Cates
Hampton Tedder - Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Wednesday, September 21, 2011 6:42 PM
To: Roger Cates
Cc: kee.littleman@hamptontedder.com
Subject: RE: LVCH Generator Startup

In regards to the mechanical side I think I will have that covered -- I don't know about the programming -- I have requested that information from Chris -- I don't think so -- I have the submittals -- I need a budgetary number to get an idea of costs before I can commit this

From: Roger Cates [mailto:roger.cates@hamptontedder.com]
Sent: Wednesday, September 21, 2011 4:01 PM
To: Peter Fergen
Cc: kee.littleman@hamptontedder.com
Subject: LVCH Generator Startup

Peter, we took a look at the Generator installation, here are a several areas of concern

1. Generator System Wiring is not Complete, lots of Wires not landed, panel covers off, etc
2. ATS is not Complete
3. Mechanically .. no Fuel, Exhaust complete?, Lubed?
4. Control System uses PLC's, are the programs loaded??
5. Do you have connection Diagrams, O&M Manuals, PLC Ladder logic, etc?

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Let me know how you want us to assist

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

Peter Fergen

From: Peter Fergen
Sent: Wednesday, September 21, 2011 4:56 PM
To: Chris Meters
Subject: FW: LVCH Generator Startup

Chris can you update me on what needs to be done – insofar as the electrical – I have someone else looking at the mechanical side

From: Roger Cates [mailto:roger.cates@hampton Tedder.com]
Sent: Wednesday, September 21, 2011 4:01 PM
To: Peter Fergen
Cc: kee.littleman@hampton Tedder.com
Subject: LVCH Generator Startup

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Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

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Sent: Wednesday, September 21, 2011 4:01 PM
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Let me know how you want us to assist

Roger Cates
Hampton Tedder -Nevada
Division Manager
702-646-7449 office
702-234-8177 cell

Peter Fergen

From: Paige Harker [pharker@wheelercat.com]
Sent: Wednesday, September 21, 2011 3:05 PM
To: Peter Fergen
Subject: RE: 767810 - City of Las Vegas

Peter,

As I mentioned previously we like to respect our neighboring dealers territories and the projects that they have in progress. Out of respect to Cashman and their territory we are going to decline to bid on this startup process. I hope you can get this resolved, thanks.

Paige Harker
Wheeler Power Systems
Generator, Industrial and Truck Engine
Sales and Product Support
C: 435-773-3507
O: 435-251-8430
F: 435-634-0902

From: Peter Fergen [mailto:pfergen@mojaveelectric.com]
Sent: Wednesday, September 21, 2011 12:10 PM
To: Paige Harker
Subject: 767810 - City of Las Vegas

Paige

Please see the below in addition there is Parralling gear for tying the unit together

Package #1

Enclosure---#42706-1
Generator---#G1E01086
Engine-----#PRH01020
Tank-----#R-218,024

Package #2

Enclosure---#42706-2
Generator---#G1E01083
Engine-----#PRH01018
Tank-----#R-218,025

If there are any other Question I can answer Please call me

Peter Fergen
VP Project Development
Mojave Electric
702-798-2970 Office
702-798-5010 Fax
702-756-3830 Cell
pfergen@mojaveelectric.com

Peter Fergen

From: Richard Christensen
Sent: Wednesday, September 21, 2011 11:04 AM
To: Peter Fergen
Subject: FW: Generator Info

Here is what I sent Troy a few weeks ago.

From: Richard Christensen
Sent: Wednesday, August 03, 2011 11:34 AM
To: Troy Nelson
Subject: Generator Info

Troy,

The package is as follows,

Package #1

Enclosure---#A2706-1
Generator---#G1E01086
Engine-----#PRH01020
Tank-----#R-218,024

Package #2

Enclosure---#A2706-2
Generator---#G1E01083
Engine-----#PRH01018
Tank-----#R-218,025

Thanks,
Richard

Brian Bugni

From: Joel Larson [Joel_Larson@cashmanequipment.com]
Sent: Wednesday, October 05, 2011 1:04 PM
To: Troy Nelson; Brian Bugni
Cc: Mike Pack; Shane Norman; Keith Lozeau
Subject: Cam Consulting
Attachments: no-reply@cashmanequipment.com_20111004_104127.pdf

Gentlemen

I have attached a copy of the Arrest Warrant for Angelo Carvalho. Our understanding is that, if he attempts to leave the country or is pulled over for any reason, the Police will bring him in, this is not an active pursuit.

We have also communicated to your legal team, an offer to attend arbitration/mediation for a quick resolution. Upon resolution, we would complete the Start-up on the City Hall project. This could be the best way to bring this to conclusion, possibly within 3 weeks.

Please let me know your thought on this.

Thanks, Joel

Brian Bugni

From: Peter Fergen
Sent: Thursday, September 29, 2011 9:32 AM
To: Peter Fergen; Chris Meiers
Cc: Brian Bugni; Troy Nelson
Subject: RE: 4024911 - City Hall Generator Start Up - Corp Number

I just hung up the Phone from Steve Turner Western Sales Representative for Caterpillar -- Per Steve the only thing Cat can do is to contact Cashman and see if they will reconsider -- Cat will not intervene or assist Mojave in any way. Asked if they would have another store be able to do the startup and minimize the expenses -- NO; would they clear Wheeler in to do the Start up -- NO; Asked who's PLC is used by CAT he is going to let me know.

He hopes this issue does not affect the relationship between Cashman / Caterpillar for future work -- I informed him that we do not do business with companies that have litigation pending against Mojave. He said he didn't think it was against Mojave, but was going to look into it.

From: Peter Fergen
Sent: Thursday, September 29, 2011 7:12 AM
To: Chris Meiers
Subject: 4024911 - City Hall Generator Start Up - Corp Number

CATERPILLAR CORPORATE

100 North Euclid Avenue Street
Peoria, Illinois USA 61629
1 (309) 675-1000

Brian Bugni

From: Peter Fergen
Sent: Thursday, September 22, 2011 10:20 AM
To: Brian Bugni
Subject: FW: 767810 - City of Las Vegas

From: Paige Harker [mailto:pharker@wheelercat.com]
Sent: Wednesday, September 21, 2011 3:05 PM
To: Peter Fergen
Subject: RE: 767810 - City of Las Vegas

Peter,

As I mentioned previously we like to respect our neighboring dealers territories and the projects that they have in progress. Out of respect to Cashman and their territory we are going to decline to bid on this startup process. I hope you can get this resolved, thanks.

Paige Harker
Wheeler Power Systems
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Sent: Wednesday, September 21, 2011 12:10 PM
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Enclosure---#42706-2
Generator---#G1E01083
Engine-----#PRH01018
Tank-----#R-218,025

If there are any other Question I can answer Please call me

Peter Fergen

1

MOJ00166

J55-130

JA 00004627

VP Project Development
Mojave Electric
702-798-2970 Office
702-798-5010 Fax
702-756-3830 Cell
pfergen@mojaveelectric.com

Brian Bugni

From: Joel Larson [Joel_Larson@cashmanequipment.com]
Sent: Monday, September 19, 2011 2:18 PM
To: Brian Bugni
Cc: Troy Nelson; Keith Lozeau
Subject: FW: New City Hall - Generator FW: Mojave
Attachments: DOC023.PDF

Brian

We just received the notice from your Legal folks.

We will not be performing the Start-up on any equipment with unpaid invoices. If you would like to discuss further please contact me.

Thanks, Joel

Office: 702-633-4623

Cell: 702-326-7171

From: Kim Symons
Sent: Sunday, September 18, 2011 05:16 PM
To: Keith Lozeau; Shane Norman
Subject: FW: New City Hall - Generator FW: Mojave

I just rec'd this. It's a copy of the bond - which, Shane, you said you already rec'd. I don't know if you rec'd the letter from the lawyer that I got. Anyway, this is an FYI and I need to know what to do next, if anything at all. Thanks!

Kim Symons

Kim Symons
Account Manager

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

702-326-6596 Mobile

Sales and Rentals:
Generators
Transfer Switches
UPS Systems
Switch Gear

Light Towers
Cable and Distribution
Air Compressors
Temperature Control

CONFIDENTIALITY NOTICE: This communication including any documents, files, or previous electronic mail messages attached to it constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USC 2510. The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If the reader of this message is not the intended recipient, you are hereby notified that you have received this message in error and that any review, dissemination, distribution or copying of this message, including any attachments, is strictly prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Chris Meiers [mailto:cmelers@mojaveelectric.com]

Sent: Sunday, September 18, 2011 4:40 PM

To: Kim Symons

Subject: New City Hall - Generator FW: Mojave

Kim,

Please see bond and attorney letter as we discussed today. Please arrange to have someone on site as soon as possible so we can coordinate what needs to be done yet.

Thanks,

*Christopher Meiers
Project Manager
Mojave Electric*

EXHIBIT 92.J56



CONSULTANT AGREEMENT

Subcontract # 769710 SYS 10005

THIS CONSULTANT AGREEMENT is entered into between the parties identified below and on the terms and conditions set forth herein.

DATE OF AGREEMENT: August 10, 2010

CONTRACTOR'S NAME ("Contractor"): Mojave Electric
3755 West Hacienda Street
Las Vegas, NV 89118

CONSULTANT'S NAME ("Subcontractor"): CAM Consulting
3874 Civic Center Drive
North Las Vegas, Nevada 89030

PROJECT NAME AND ADDRESS ("Project"): NV Energy Data Center Complex
7155 Lindell Road #5
Las Vegas Nevada 89118

PROJECT OWNER'S NAME ("Owner"): County of Clark (Dept of Aviation)
NV Energy Company Lease
%Majestic Realty Company
%R Martin
4155 W Russell Road #C
Las Vegas Nevada 89118-2348

PRIME CONTRACTOR ("Prime"): Kalb Construction
5670 Wynn Road
Las Vegas Nevada 89118


RECITALS:

- A. Contractor is under contract with Owner, or has subcontracted with the prime or a higher-tiered subcontractor;
- B. Part of the work required to be performed by Contractor on the Project is that which Subcontractor agrees to perform;
- C. Subcontractor desires to perform the work and to supply the material and equipment as set forth in this Subcontract and the Subcontract Documents using Subcontractor's best skill and judgment and to complete the Project on time and on budget.

NOW, THEREFORE, in consideration of the mutual benefits arising therefrom, and for other good and valuable consideration, it is hereby agreed as follows:

ARTICLE 1

Scope of Work, Contract Documents and Miscellaneous Clauses

 Contractor

1

 J56-001
Subcontractor

MOJ00185
JA 00004632

1.1.1 Subcontractor shall perform the following part of the work which Contractor has assumed toward Owner, all in accordance with the prime contract for the project and any higher-tiered subcontractor hereinafter referred to as the ("Work" or "Subcontractor's Work"):

Includes: Supply and Install a turnkey Telecommunications system as called for in the Contract Documents dated July 16, 2010 - Copy of the Contract and Schedule between Contractor and Kaib Construction is included and part of this Contract. This is a BIM three dimensional coordinated project.

Excludes: Bonds, Permits, Backboards, Grounding to Telephone Backboards, Conduit, Flex, Cable Tray, Standard Boxes, Access Panels, and Bringing existing installations up to Code.

1.2 Entire Agreement: This Subcontract and Subcontract Documents constitute the entire agreement between the parties. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Subcontract and superseded hereby. There are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Subcontract unless set forth in writing and signed by both parties hereto.

1.3 Modification of Subcontract: This Subcontract shall not be altered, amended, assigned, encumbered or hypothecated by either party without the express written consent of both parties.

1.4 Governing Law: The terms and conditions of this Subcontract shall be construed in accordance with and governed by the laws of the State of Nevada.

1.5 No Waiver: No action or want of action on the part of Contractor at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be a waiver of any of its rights or remedies hereunder.

1.6 Assignment and Subcontracting: Subcontractor shall not assign and/or transfer this Subcontract nor any funds due hereunder, without the prior written consent of Subcontractor's surety, if applicable, and Contractor.

2.1 Insurance: Before Subcontractor prepare any Work under this Subcontract he shall provide a Certificate of Insurance evidencing coverage acceptable to Contractor in the amounts either as required by attachment "A" or the Contract Specifications whichever is greater:

2.1.1 Workers Compensation: As required by the laws in the State of Nevada, including a Waiver of Subrogation in favor of the Owner, General Contractor and Contractor.

2.1.2 General Liability: Commercial General Liability on a occurrence basis (Claims Made coverage not acceptable) insuring bodily injury and property damage against the hazards of Premises and Operations, Products and Complete Operations, Independent Contractor's and Contractual Liability in the following minimum limits of liability:

 Contractor

 J56-002
Subcontractor

Property Damage \$2,000,000 aggregate

- 2.1.3 Hazardous Operations: When the Work of this Subcontractor involves any subsurface activities, the Subcontractor shall provide liability coverage for explosion, collapse, and underground hazards (XCU) with the manunit limits listed above. Other hazardous operations, as determined by Contractor, may require other coverage and/or higher limits of liability. No Subsidence exclusions accepted.
- 2.1.4 Automobile Liability: Comprehensive Automotive Liability covering owned, hired, and non-owned automobile, with the minimum limits of \$1,000,000 combined.
- 2.2 The Subcontractor's insurance afforded under 2.1.1 and 2.1.2 above shall include a Completed Operations Additional Insured Endorsement naming Contractor, General Contractor and Owner as Additional Insured's, subject to Nevada State Statutes. Additionally, the following clause is to be added: "The insurance afforded to the Additional Insured's is primary insurance, if the Additional Insured's have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."
- 2.3 The Certificate evidencing the above required coverage's shall provide that such coverage not be cancelled or materially reduced except by written notice to Contractor and the owner at least thirty(30) days prior to the effective date of such cancellation or material reduction in coverage. New or renewal Certificates shall evidence all of the required coverage's.

ARTICLE 3

Subcontractor Representations

By entering into this Subcontract, Subcontractor represents and warrants that:

- 3.1 Licensing of Subcontractor: Subcontractor is properly licensed by the applicable public agencies, to perform the services included in this Subcontract, as required by law.
- 3.2 Subcontract Price: The Subcontract price, as set forth herein, is the maximum amount to be paid for all Work required on the Project, including all price increases for labor and materials relative to the Work, additional labor and materials for all detail and refinement of the plans and specifications, all foreseen or foreseeable risk, hazards, and difficulties in connection therewith, except as approved by written Change Orders as set forth herein.
- 3.3 Contractor's and Subcontractor's Authorized Representatives: Subcontractor shall at all times during the progress of its Work have a representative at the Project who is authorized to receive orders, to make decisions regarding the work to be performed and be responsible for Subcontractor's total scope of Work. Subcontractor further understands that the only person empowered by Contractor to issue orders, make decisions and approve change orders is its authorized representative. For the purpose of this Project, Subcontractor and Contractor's authorized representatives shall be:

Consultant: Angelo Carvalho, President;

Contractor: Mark Foster, Project Manager;

- 3.4 Subcontractor Employee Safety: The Subcontractor is responsible to work within all the parameters of Federal or Nevada State OSHA and all requirements pertain to this Subcontractors

 Contractor

3

 J56-003
Subcontractor

MOJ00187

JA 00004634

work. Subcontractor will indemnify the Contractor for all expenses bore by the Contractor to defend itself regarding Federal or Nevada OSHA Fines and Penalties caused by Subcontractor.

ARTICLE 4


Subcontractors Duties and Responsibilities

- 4.1 Plans and Drawings: Subcontractor shall keep at the Project, a current set of plans and drawings updated with as-built conditions.
- 4.2 Permits and Licenses: In performing its work Subcontractor shall obtain and pay for all permits and fees, and shall obtain all licenses as necessary for carrying on its Work.
- 4.3 Subcontractor Personnel: Subcontractor agrees to make available a sufficient number of trained, skilled and qualified personnel, for the production of its Work as required for the timely completion of its Work as directed by Contractor. Subcontractor acknowledges and agrees time is of the essence.
- 4.4 Safety: Subcontractor agrees to comply with the requirements of the Contractor's, Prime Contractor's, or the Owner's Safety Policy which ever is more stringent for this project. This includes the Drug testing requirements.

ARTICLE 5

Subcontractor Price and Payment

- 5.1 Subcontractor Price: The total amount to be paid by Contractor for furnishing all labor, materials, equipment and services of every kind or nature, for the proper and timely completion of all Work to be performed by Subcontractor on the Project is:
Three hundred fifty thousand four hundred seventy dollars (\$350,470.00)
- 5.2 Progress Payments: By no later than the 20th day of each month, Subcontractor shall submit a Payment Request to Contractor for payment. Payment shall be remitted ten (10) days after receipt of payment by Contractor from Owner. Receipt of payment from Owner is a condition precedent to payment by Contractor to Subcontractor or Contractor shall pay to Subcontractor ninety percent (90%) of the payment request (ten percent (10%) to be held as retainage). No Progress Payment shall be construed to constitute acceptance of any part of Subcontractor's Work.
- 5.3 Final Completion and Final Payment:
 - 5.3.1 On receipt of Subcontractor's Request for final payment and inspection of work, Contractor will process the Payment Request. FINAL PAYMENT SHALL BE MADE TO SUBCONTRACTOR THIRTY (30) DAYS AFTER THE LAST OF THE FOLLOWING TO OCCUR: (1) THE DATE ALL WORK TO BE PERFORMED BY CONTRACTOR HAS BEEN COMPLETED; OR (2) ALL CONDITIONS PRECEDENT TO SUBCONTRACTOR'S RIGHT TO PAYMENT HAVE BEEN SATISFIED, INCLUDING BUT NOT LIMITED TO, CONTRACTORS' RECEIPT OF PAYMENT FROM OWNER.
 - 5.3.2 The acceptance of final payment by Subcontractor constitutes Subcontractor's waiver of any and all claims including, but not limited to, claims for extra work or materials, disruption, hindrance, delay, suspension, acceleration, differing site conditions, changes in scope, payment delay, termination or interruption that may exist or may hereafter accrue against

 Contractor

Contractor, Owner or the Property.

ARTICLE 6

Changes in the Work and Claims

- 6.1 Alteration to Plans or Scope of Work: Owner and Contractor may make changes in the drawings, specifications and the scope of Work. Subcontractor agrees to make all changes to the Work either as additions or deletions, and to perform all changed work that Contractor may require pursuant to this Article, and the same shall not nullify this Subcontract.
- 6.2 Changes:
- 6.2.1 To be valid, all claims for changes, including but not limited to, claims for extra work, materials and Work Schedule extensions, whether directed by Contractor or Owner, shall be evidence by a written "Change Order" in a form designated by Contractor and signed by the authorized representative of Contractor and Subcontractor. Subcontractor agrees that if Subcontractor proceeds with any change (other than those involving no increase in the Subcontract Price or Work Schedule) before receiving written authorization to do so ("Unapproved Changes"), regardless of whether the change was ordered by the Owner's and/or Contractor's authorized representative, Subcontractor shall be deemed to have waived any claim for additional compensation. Subcontractor's procurement of advance written authorization from Contractor's authorized representative is a "condition precedent" to Contractor's obligation to pay Subcontractor for any change or to extend the Work Schedule. Contractor's payment of any change without execution of a written Change Order does not constitute a continuing waiver of the requirement that all changes be approved by Contractor in writing.


ARTICLE 7

Termination of the Subcontract

7.1 Termination of Subcontract:

- 7.1.1 If in the opinion of Contractor, any of the following events occur, Contractor may terminate this Subcontract, if Subcontractor has not cured the default within seventy two (72) hours of Contractor's written notice to cure or correct:
- (a) Subcontractor refuses or fails to replace and/or repair defective material or Work;
 - (b) Subcontractor refuses or fails to provide sufficient properly skilled workers, adequate supervision or materials of the proper quality;
 - (c) Subcontractor causes, by any action or omission, the stoppage or delay of or interference with the work of Contractor or any of its Subcontractors;
 - (d) Subcontractor refuses or fails to prosecute the Work required by this Subcontract in a diligent, efficient, timely, workmanlike, skillful and careful manner;
 - (e) Subcontractor fails to prosecute its Work according to Contractor's Work Schedule;
 - (f) Subcontractor fails to make prompt payments to its Subcontractors, suppliers or laborers or fails to provide Lien Waivers and Releases;

 Contractor

 J56-005
Subcontractor

- (g) Subcontractor violates or fails to comply with any covenant or condition contained in this Subcontract;
- (h) Subcontractor makes a general assignment : for the benefit of its creditors, or a receiver is appointed for the benefit of Subcontractor's creditors or Subcontractor files bankruptcy; and
- (i) Subcontractor fails to maintain SIIS, Public liability or Property Damage Insurance as required herein.

ARTICLE 8

Settlement of Disputes

- 8.1 Dispute Resolution Procedure: In the event a dispute arises relating to Subcontractor's Work, including change order Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, the matter shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules.

ARTICLE 9

Service of Notice

- 9.1 Any and all notices, demands or request required or appropriate under this Subcontract shall be given in writing either by personal delivery, registered or certified mail (return receipt requested) or by facsimile to the address as set forth in this agreement.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Subcontract as of the day and year first above written.

Contractor

Subcontractor

By: 


By: 

Title: Peter R. Forgen, VP Project Development

Title: President

NV State License No.: _____

 Contractor

 J56-006
Subcontractor

ATTACHMENT 'A'

ACORD - CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 9/12/2007
PRODUCER (702) 368-1144 FAX: (702) 368-1155 Hazrie Insurance 5105 S Durango Drive Suite 100 Las Vegas NV 89113			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED ABC Contractor 9999 Main Street Your City NV 99999			INSURERS AFFORDING COVERAGE		NAIC #	
INSURER: ABC Insurance Co INSURER: DEF Insurance Co INSURER: GHI Insurance Co INSURER: JKL Insurance Co INSURER:						
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
POLICY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> AGG <input type="checkbox"/> IND	123456789	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per Occurrence) \$ 300,000 MED EXP INDEMNITY \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPOD AGG \$ 2,000,000 Med Pay/Benefits \$ 1,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	122456780	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - FA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AUTO ONLY: AGG	
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	123456990	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	123456991	01/01/07	01/01/08	<input checked="" type="checkbox"/> VOLUNTARY <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000	
DESCRIPTION OF OPERATIONS, LOCATION, VEHICLE, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS PROJECT NAME CERTIFICATE HOLDER & (ALL OTHERS AS DESCRIBED IN CONTRACT) ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED 002010 11/85 (OR ITS EQUIVALENT) ON A PRIMARY/NON CONTRIBUTORY BASIS, WAIVER OF SUBROGATION APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION PER ATTACHED FORM #8. *EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM.						
CERTIFICATE HOLDER MOJAVE ELECTRIC 3755 W HACIENDA AVE LAS VEGAS, NV 89118			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)
INR025 (0-000) .00a

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Page 1 of 2

P Contractor

7

K J56-007
Subcontractor

MOJ00191
JA 00004638

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

 Contractor

 J56-008
Subcontractor

NON EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM. INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED. ANY FUTURE PROGRESS PAYMENTS WILL BE HELD UNTIL PROPER COVERAGE IS RECEIVED.

As the insurance agent of record for the below stated policy, I certify that said policies do NOT contain any of the following exclusions:

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

General Liability Policy #: _____

Umbrella Policy #: _____

INITIAL

_____ Timeshare Operations: the policy does not contain any exclusions or limitations for Timeshare construction.

_____ Condominium Operations: the policy does not contain any exclusions or limitations for condominium, multi-family or other attached residential construction.

_____ Subsidence Coverage: No exclusions or limitations for subsidence.

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Pollution Coverage

_____ EIFS Exclusion.

Explain Exceptions: _____

Job Description #: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Agency: _____

Address: _____

City, State & Zip: _____

 Contractor

 J56-009
Subcontractor



PURCHASE ORDER CHANGE

Change Order # 3

3755 W. Hacienda Avenue
Las Vegas, Nevada 89118-1755
(702) 798-2970 - FAX (702) 798-3740

DATE: April 1, 2011

TO: CAM CONSULTING c/o Mojave Systems
ATTN: Angelo Carvalho/ Breck Hardesty
Phone: 871-0132 PHONE #: 871-4108

FROM: Crystal Telssedre
RE: NV ENERGY DATA CENTER
PO #: 769710-SYS-10005

PER APPROVED SUBMITTALS AND T&Cs FOR THE ABOVE PROJECT, PLEASE MAKE ANY CORRECTIONS NOTED.
* SIGN ACKNOWLEDGEMENT BELOW AND RETURN.

Line Item	Quantity	Type	Description	Unit Price		Total Increase	Total Decrease
4	1		Change 20amp PDU's to 30A PDU's - Jprovide & install (180) PT Cord (CAT # PT Cord-1) on PDU's (CAM CO 4R1)	\$ 25,449.00	E	\$ 25,449.00	
<input type="checkbox"/> For Immediate Release to Mojave Prefab @ 3668 W. Hacienda <input type="checkbox"/> Hold for Release <input type="checkbox"/> For Return <input checked="" type="checkbox"/> Other: Mojave Change Order #18 R1				SUBTOTAL		\$ 25,449.00	
				Deduct <input type="checkbox"/>	TAX 8.10%	N/A	
				Add <input checked="" type="checkbox"/>	TOTAL	\$ 25,449.00	

Please Acknowledge: *

Date:

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

Mojave Electric BY:

Title:

MARK FOSTER

PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

J56-010

MOJ00194

JA 00004641



PURCHASE ORDER CHANGE

Change Order # 2

3755 W. Hacienda Avenue
Las Vegas, Nevada 89118-1755
(702) 798-2970 - FAX (702) 798-3740

DATE: April 1, 2011

TO: CAM CONSULTING c/o Mojave Systems
ATTN: Angelo Carvalho/ Breck Hardesty
Phone: 871-0132 PHONE #: 871-4108

FROM: Crystal Teissedre
RE: NV ENERGY DATA CENTER
PO #: 769710-SYS-10005

PER APPROVED SUBMITTALS AND T&Cs FOR THE ABOVE PROJECT, PLEASE MAKE ANY CORRECTIONS NOTED,
* SIGN ACKNOWLEDGEMENT BELOW AND RETURN.

Line Item	Quantity	Type	Description	Unit Price		Total Increase	Total Decrease
3	1		Provide & install (80) Humidity Sensors per approved submittal package (CAM CO 5)	\$ 12,948.00	E	\$ 12,948.00	
<input type="checkbox"/> For Immediate Release to Mojave Prefab @ 3669 W. Hacienda <input type="checkbox"/> Hold for Release <input type="checkbox"/> For Return <input checked="" type="checkbox"/> Other: Mojave Change Order #17 R1						SUBTOTAL	\$ 12,948.00
						TAX 8.10%	N/A
						TOTAL	\$ 12,948.00

Please Acknowledge: *[Signature]*Date: *1 April 11*

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

Mojave Electric BY: *Mark A. Foster*

MARK FOSTER

Title: PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

J56-011

MOJ00195

JA 00004642

**PURCHASE ORDER CHANGE**Change Order # 1

3755 W. Hacienda Avenue
Las Vegas, Nevada 89118-1755
(702) 798-2970 - FAX (702) 798-3740

DATE: April 1, 2011

TO: CAM CONSULTING c/o Mojave Systems
ATTN: Angelo Carvalho/ Breck Hardesty
Phone: 871-0132 **PHONE #:** 871-4108

FROM: Crystal Teissedre
RE: NV ENERGY DATA CENTER
PO #: 769710-SYS-10005

PER APPROVED SUBMITTALS AND T&Cs FOR THE ABOVE PROJECT, PLEASE MAKE ANY CORRECTIONS NOTED,
*** SIGN ACKNOWLEDGEMENT BELOW AND RETURN.**

Line Item	Quantity	Type	Description	Unit Price		Total Increase	Total Decrease
2	1		Installation of (45) AR 3140 Equipment Cabinets & (45) Horizontal Wire Managers (CAM CO 6)	\$ 11,827.00	E	\$ 11,827.00	
<input type="checkbox"/> For Immediate Release to Mojave Prefab @ 3669 W. Hacienda <input type="checkbox"/> Hold for Release <input type="checkbox"/> For Return <input checked="" type="checkbox"/> Other: Mojave Change Order #16				SUBTOTAL		\$ 11,827.00	
				Deduct <input type="checkbox"/>	TAX 8.10%	N/A	
				Add <input checked="" type="checkbox"/>	TOTAL	\$ 11,827.00	

Please Acknowledge: *

Date:

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

Mojave Electric BY:

Title:

MARK FOSTER

PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

J56-012

MOJ00196

JA 00004643



mf

INVOICE

Mojave Electric
Received
JAN 21 2011

FROM: CAM CONSULTING
3874 Civic Center Dr.
North Las Vegas, NV 89030-7524
Phone (702) 524-2022 Fax (702) 570-6863

INVOICE NUMBER:	51446
DATE:	1/20/2011
PAGE NUMBER:	1 OF 1

TO: MOJAVE ELECTRIC
3755 West Hacienda Ave.
Las Vegas, NV 89118

FOR: : JOB: NV ENERGY DATA CENTER LOW VOLT
7155 Lindell Road
Las Vegas, NV 89118

DESCRIPTION	TOTAL AMOUNT
NV Energy Data Center Low Voltage PO# 769710-SYS-1005	\$132,300.00
<div><p><i>By [Signature]</i></p><p>HOLD RETENTION</p><p><input checked="" type="radio"/> YES <input type="radio"/> NO</p><p>Processed 821 CACOPH 02-222 1-27-11</p></div>	
Total Amount:	\$132,300.00
3% Consulting Fee:	\$3,969.00
Total Amount Due:	\$136,269.00

Pay in full within 30 days of invoice.

J56-014

MOJ00198

JA 00004645



ME

~~STATEMENT~~
Invoice

FROM: CAM CONSULTING
3874 Civic Center Dr.
North Las Vegas, NV 89030-7524
Phone (702) 524-2022 Fax (702) 570-6863

MOJAVE ELECTRIC
Received
DEC 22 2010

769710-SVS-10005

INVOICE NUMBER:	51445
DATE:	12/20/2010
PAGE NUMBER:	1 OF 1

TO: MOJAVE ELECTRIC
3755 West Hacienda Ave.
Las Vegas, NV 89118

FOR: : JOB: NV ENERGY DATA CENTER LOW VOLT
7155 Lindell Road
Las Vegas, NV 89118

DESCRIPTION	TOTAL AMOUNT
NV Energy Data Center Low Voltage	\$145,415.25
<div><p><i>pay when</i></p><p>HOLD RETENTION</p><p><u>YES</u> NO</p></div> <div><p>Processed</p><p><u>43%</u> @ CACOPH</p><p>02-222 1-4-11</p></div>	
Total Amount:	\$145,415.25
3% Consulting Fee:	\$4,362.46
Total Amount Due:	\$149,777.70

Pay in full within 30 days of invoice.

J56-015

MOJ00199
JA 00004646



CONTRACT AGREEMENT

Subcontract # 769510 LV 10008

THIS CONTRACT AGREEMENT is entered into between the parties identified below and on the terms and conditions set forth herein.

DATE OF AGREEMENT: August 10, 2010

CONTRACTOR'S NAME ("Contractor"): Mojave Electric
3755 West Hacienda Street
Las Vegas, NV 89118

CONSULTANT'S NAME ("Consultant"): CAM Consulting
3874 Civic Center Drive
North Las Vegas Nevada 89030

PROJECT NAME AND ADDRESS ("Project"): LV Metro Headquarters TI
444 S Martin Luther King Blvd
Las Vegas Nevada 89101

PROJECT OWNER'S NAME ("Owner"): Project Alta LLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas Nevada 89169

PRIME CONTRACTOR ("Prime"): Penta Building Group
181 E Warm Springs Road
Las Vegas Nevada 89119

RECITALS:

- A. Contractor is under contract with Owner, or has subcontracted with the prime or a higher-tiered Contractor;
- B. Part of the work required to be performed by Contractor on the Project is that which Consultant agrees to perform;
- C. Consultant desires to perform the work and to supply the material and equipment as set forth in this Subcontract and the Subcontract Documents using Consultant's best skill and judgment and to complete the Project on time and on budget.

NOW, THEREFORE, In consideration of the mutual benefits arising therefrom, and for other good and valuable consideration, it is hereby agreed as follows:


ARTICLE 1

Scope of Work, Contract Documents and Miscellaneous Clauses

1.1 Scope of Work:

 Contractor

1

 J56-016
Subcontractor

MOJ00200


JA 00004647

- 1.1.1 Consultant shall perform the following part of the work which Contractor has assumed toward Owner, all in accordance with the prime contract for the project and any higher-tiered Consultant hereinafter referred to as the ("Work" or "Consultant's Work"):
- Supply Consulting services and contract the following systems as required by the Contract Drawings and Documents date May 5th, 2010.**
- 1) Access Controls - Stanley Convergent Security Solutions
 - 2) Paging System - Well Equipment, Inc.
 - 3) Multi Media System - Well Equipment, Inc.
 - 4) Security System - Sting Alarm
- 1.2 Entire Agreement: This Subcontract and Subcontract Documents constitute the entire agreement between the parties. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Subcontract and superseded hereby. There are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Subcontract unless set forth in writing and signed by both parties hereto.
- 1.3 Modification of Subcontract: This Subcontract shall not be altered, amended, assigned, encumbered or hypothecated by either party without the express written consent of both parties.
- 1.4 Governing Law: The terms and conditions of this Subcontract shall be construed in accordance with and governed by the laws of the State of Nevada.
- 1.5 No Waiver: No action or want of action on the part of Contractor at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be a waiver of any of its rights or remedies hereunder.
- 1.6 Assignment and Subcontracting: Consultant shall not assign and/or transfer this Subcontract nor any funds due hereunder, without the prior written consent of Consultant's surety, if applicable, and Contractor.

ARTICLE 2

- 2.1 Insurance: Before Consultant prepare any Work under this Subcontract he shall provide a Certificate of Insurance evidencing coverage acceptable to Contractor in the amounts either as required by attachment "A" or the Contract Specifications whichever is greater:
- 2.1.1 Workers Compensation: As required by the laws in the State of Nevada, including a Wavier of Subrogation in favor of the Owner, General Contractor and Contractor.
- 2.1.2 General Liability: Commercial General Liability on a occurrence basis (Claims Made coverage not acceptable) insuring bodily injury and property damage against the hazards of Premises and Operations, Products and Complete Operations, Independent Contractor's and Contractual Liability in the following minimum limits of liability:
- | | |
|-----------------|-----------------------------|
| Bodily Injury | \$1,000,000 each occurrence |
| and | and |
| Property Damage | \$2,000,000 aggregate |
- 2.1.3 Hazardous Operations: When the Work of this Consultant involves any subsurface activities, the Consultant shall provide liability coverage for explosion, collapse, and underground hazards (XCU) with the manumit limits listed above. Other hazardous operations, as

 Contractor

 J56-017
Subcontractor

determined by Contractor, may require other coverage and/or higher limits of liability.
No Subsidence exclusions accepted.

- 2.1.4 Automobile Liability: Comprehensive Automotive Liability covering owned, hired, and non-owned automobile, with the minimum limits of \$1,000,000 combined.
- 2.2 The Consultant's insurance afforded under 2.1.1 and 2.1.2 above shall include a Completed Operations Additional Insured Endorsement naming Contractor, General Contractor and Owner as Additional Insureds, subject to Nevada State Statutes. Additionally, the following clause is to be added: "The insurance afforded to the Additional Insureds is primary insurance, if the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."
- 2.3 The Certificate evidencing the above required coverage's shall provide that such coverage not be cancelled or materially reduced except by written notice to Contractor and the owner at least thirty(30) days prior to the effective date of such cancellation or material reduction in coverage. New or renewal Certificates shall evidence all of the required coverage's.

ARTICLE 3

Consultant Representations

By entering into this Subcontract, Consultant represents and warrants that:

- 3.1 Licensing of Consultant: Consultant is properly licensed by the applicable public agencies, to perform the services included in this Subcontract, as required by law.
- 3.2 Subcontract Price: The Subcontract price, as set forth herein, is the maximum amount to be paid for all Work required on the Project, including all price increases for labor and materials relative to the Work, additional labor and materials for all detail and refinement of the plans and specifications, all foreseen or foreseeable risk, hazards, and difficulties in connection therewith, except as approved by written Change Orders as set forth herein.
- 3.3 Contractor's and Consultant's Authorized Representatives: Consultant shall at all times during the progress of its Work have a representative at the Project who is authorized to receive orders, to make decisions regarding the work to be performed and be responsible for Consultant's total scope of Work. Consultant further understands that the only person empowered by Contractor to issue orders, make decisions and approve change orders is its authorized representative. For the purpose of this Project, Consultant and Contractor's authorized representatives shall be:


Consultant: Angelo Carvalho, President;

Contractor: Debbie Corwin, Project Manager;

- 3.4 Consultant Employee Safety: The Consultant is responsible to work within all the parameters of Federal or Nevada State OSHA and all requirements pertain to this Consultants work. Consultant will indemnify the Contractor for all expenses bore by the Contractor to defend itself regarding Federal or Nevada OSHA Fines and Penalties caused by Consultant.

ARTICLE 4

 Contractor

 J56-018
Subcontractor

Consultants Duties and Responsibilities


- 4.1 **Plans and Drawings:** Consultant shall keep at the Project, a current set of plans and drawings updated with as-built conditions.
- 4.2 **Permits and Licenses:** In performing its work Consultant shall obtain and pay for all permits and fees, and shall obtain all licenses as necessary for carrying on its Work.
- 4.3 **Consultant Personnel:** Consultant agrees to make available a sufficient number of trained, skilled and qualified personnel, for the production of its Work as required for the timely completion of its Work as directed by Contractor. Consultant acknowledges and agrees time is of the essence.
- 4.4 **Safety:** Consultant agrees to comply with the requirements of the Contractor's, Prime Contractor's, or the Owner's Safety Policy which ever is more stringent for this project. This includes the Drug testing requirements.

ARTICLE 5

Consultant Price and Payment

- 5.1 **Consultant Price:** The total amount to be paid by Contractor for furnishing all labor, materials, equipment and services of every kind or nature, for the proper and timely completion of all Work to be performed by Consultant on the Project is:
Three hundred ten thousand two hundred seventy-six dollars (\$310,276.00)
 - 1) **Access Controls - Stanley Convergent Security Solutions**
Thirty-three thousand seven hundred twelve dollars (\$34,049.00).
 - Building #1 - Nine Thousand eight hundred seventeen dollars (\$9,817.00)
 - Building #2 - Twelve Thousand seventy-two dollars (\$12,072.00)
 - Building #3 - Twelve Thousand one hundred sixty dollars (\$12,160.00)
 - 2) **Paging System - Well Equipment, Inc.**
Forty five thousand two hundred eighty-three dollars (\$45,283.00).
 - 3) **Multi Media System - Well Equipment, Inc.**
Forty five thousand two hundred sixty-nine dollars (\$45,269.00).
 - 4) **Security System - Sting Alarm**
One hundred eighty five thousand six hundred seventy-five dollars (\$185,675.00).
- 5.2 **Progress Payments:** By no later than the 20th day of each month, Consultant shall submit a Payment Request to Contractor for payment. Payment shall be remitted ten (10) days after receipt of payment by Contractor from Owner. Receipt of payment from Owner is a condition precedent to payment by Contractor to Consultant or Contractor shall pay to Consultant ninety percent (90%) of the payment request (ten percent (10%) to be held as retainage). No Progress Payment shall be construed to constitute acceptance of any part of Consultant's Work.
- 5.3 **Final Completion and Final Payment:**
 - 5.3.1 On receipt of Consultant's Request for final payment and inspection of work, Contractor will process the Payment Request. FINAL PAYMENT SHALL BE MADE TO Consultant THIRTY (30) DAYS AFTER THE LAST OF THE FOLLOWING TO OCCUR: (1) THE DATE ALL WORK TO BE PERFORMED BY CONTRACTOR HAS BEEN COMPLETED; OR (2) ALL CONDITIONS PRECEDENT TO Consultant's RIGHT TO PAYMENT HAVE BEEN SATISFIED, INCLUDING BUT NOT LIMITED TO,

 Contractor

 J56-019
Subcontractor

CONTRACTORS' RECEIPT OF PAYMENT FROM OWNER.

- 5.3.2 The acceptance of final payment by Consultant constitutes Consultant's waiver of any and all claims including, but not limited to, claims for extra work or materials, disruption, hindrance, delay, suspension, acceleration, differing site conditions, changes in scope, payment delay, termination or interruption that may exist or may hereafter accrue against Contractor, Owner or the Property.

ARTICLE 6

Changes in the Work and Claims


- 6.1 Alteration to Plans or Scope of Work: Owner and Contractor may make changes in the drawings, specifications and the scope of Work. Consultant agrees to make all changes to the Work either as additions or deletions, and to perform all changed work that Contractor may require pursuant to this Article, and the same shall not nullify this Subcontract.
- 6.2 Changes:
- 6.2.1 To be valid, all claims for changes, including but not limited to, claims for extra work, materials and Work Schedule extensions, whether directed by Contractor or Owner, shall be evidence by a written "Change Order" in a form designated by Contractor and signed by the authorized representative of Contractor and Consultant. Consultant agrees that if Consultant proceeds with any change (other than those involving no increase in the Subcontract Price or Work Schedule) before receiving written authorization to do so ("Unapproved Changes"), regardless of whether the change was ordered by the Owner's and/or Contractor's authorized representative, Consultant shall be deemed to have waived any claim for additional compensation. Consultant's procurement of advance written authorization from Contractor's authorized representative is a "condition precedent" to Contractor's obligation to pay Consultant for any change or to extend the Work Schedule. Contractor's payment of any change without execution of a written Change Order does not constitute a continuing waiver of the requirement that all changes be approved by Contractor in writing.

ARTICLE 7

Termination of the Subcontract

- 7.1 Termination of Subcontract:
- 7.1.1 If in the opinion of Contractor, any of the following events occur, Contractor may terminate this Subcontract, if Consultant has not cured the default within seventy two (72) hours of Contractor's written notice to cure or correct:
- (a) Consultant refuses or fails to replace and/or repair defective material or Work;
 - (b) Consultant refuses or fails to provide sufficient properly skilled workers, adequate supervision or materials of the proper quality;
 - (c) Consultant causes, by any action or omission, the stoppage or delay of or interference with the work of Contractor or any of its Consultants;
 - (d) Consultant refuses or fails to prosecute the Work required by this Subcontract in a diligent, efficient, timely, workmanlike, skillful and careful manner;

 Contractor

 J56-020
Subcontractor

- (e) Consultant fails to prosecute its Work according to Contractor's Work Schedule;
- (f) Consultant fails to make prompt payments to its Consultants, suppliers or laborers or fails to provide Lien Waivers and Releases;
- (g) Consultant violates or fails to comply with any covenant or condition contained in this Subcontract;
- (h) Consultant makes a general assignment : for the benefit of its creditors, or a receiver is appointed for the benefit of Consultant's creditors or Consultant files bankruptcy; and
- (i) Consultant fails to maintain SIRS, Public liability or Property Damage Insurance as required herein.

ARTICLE 8

Settlement of Disputes

- 8.1 Dispute Resolution Procedure: In the event a dispute arises relating to Consultant's Work, including change order Contractor shall issue a decision which shall be followed by Consultant, without interruption, deficiency, or delay. If Consultant does not agree with such decision, the matter shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules.

ARTICLE 9

Service of Notice

- 9.1 Any and all notices, demands or request required or appropriate under this Subcontract shall be given in writing either by personal delivery, registered or certified mail (return receipt requested) or by facsimile to the address as set forth in this agreement.

IN WITNESS WHEREOF, Contractor and Consultant have executed this Subcontract as of the day and year first above written.

Contractor

By: _____

Title: Peter R. Fergen, VP Project Development


Consultant

By: _____

Title: Angelo Carvahlo, President

NV State License No.: N/A

 Contractor

 J56-021
Subcontractor

ATTACHMENT 'A'

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 9/12/2007	
PRODUCER (702)368-1144 FAX: (702) 368-1155 Harris Insurance 5105 S Durango Drive Suite 100 Las Vegas NV 89113 INSURED ABC Contractor 9999 Main Street Your City NV 99999				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
				INSURERS AFFORDING COVERAGE	
				NAIC #	
				INSURER A: ABC Insurance Co	
				INSURER B: DEF Insurance Co	
				INSURER C: GHI Insurance Co	
				INSURER D: JKL Insurance Co	
				INSURER E:	
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOD	123456789	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MER EXP / ADV BOD INJURY \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPOSP AGG \$ 2,000,000 Employee Benefits 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	123456790	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	123456990	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below. OTHER	123456990	01/01/07	01/01/08	<input checked="" type="checkbox"/> VOLUNTARY LIMITS <input type="checkbox"/> QCH-ES EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: PROJECT NAME CERTIFICATE HOLDER & (ALL OTHERS AS DESCRIBED IN CONTRACT) ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED CG2010 11/95 (OR ITS EQUIVALENT) ON A PRIMARY/NON CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION PER ATTACHED FORM #8. *EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM.					
CERTIFICATE HOLDER			CANCELLATION		
MOJAVE ELECTRIC 3755 W HACIENDA AVE LAS VEGAS, NV 89118			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

 ACORD 25 (2004/08)
 IN8025 (0106)088

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 Page 1 of 2

Contractor

7

 J56-022
 Subcontractor

 MOJ00206
 JA 00004653

IMPORTANT


If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.


Contractor

 J56-023
Subcontractor

NON EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM. INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED. ANY FUTURE PROGRESS PAYMENTS WILL BE HELD UNTIL PROPER COVERAGE IS RECEIVED.

As the insurance agent of record for the below stated policy, I certify that said policies do NOT contain any of the following exclusions:

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

General Liability Policy #: _____

Umbrella Policy #: _____

INITIAL

_____ Timeshare Operations: the policy does not contain any exclusions or limitations for Timeshare construction.

_____ Condominium Operations: the policy does not contain any exclusions or limitations for condominium, multi-family or other attached residential construction.

_____ Subsidence Coverage: No exclusions or limitations for subsidence.

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Pollution Coverage

_____ EIFS Exclusion.

Explain Exceptions: _____

Job Description #: _____


AUTHORIZED SIGNATURE: _____ DATE: _____

Agency: _____

Address: _____

City, State & Zip: _____

 Contractor

 J56-024
Subcontractor



CONSULTANT AGREEMENT

Subcontract # 769510 DOR 10009

THIS SUBCONTRACT AGREEMENT is entered into between the parties identified below and on the terms and conditions set forth herein.

DATE OF AGREEMENT: August 10, 2010

CONSULTANT'S NAME ("Consultant"): CAM Consulting
3874 Civic Center Drive
North Las Vegas, Nevada 89030

SUB-CONTRACTOR'S NAME ("Sub-Contractor"): Stanley Convergent Security Solutions
917 South 1st Street
Las Vegas Nevada 89101

ELECTRICAL CONTRACTOR'S NAME ("Contractor"): Mojave Electric
3755 West Hacienda Street
Las Vegas, NV 89118

PROJECT NAME AND ADDRESS ("Project"): LV Metro Headquarters T1
444 S Martin Luther King Blvd
Las Vegas Nevada 89101

PROJECT OWNER'S NAME ("Owner"): Project Alta LLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas Nevada 89169

PRIME CONTRACTOR ("Prime"): Penta Building Group
181 E Warm Springs Road
Las Vegas Nevada 89119

RECITALS:

- A. Contractor is under contract with Owner, or has subcontracted with the prime or a higher-tiered Consultant;
- B. Part of the work required to be performed by Contractor on the Project is that which Consultant agrees to perform;
- C. Consultant desires to perform the work and to supply the material and equipment as set forth in this Subcontract and the Subcontract Documents using Consultant's best skill and judgment and to complete the Project on time and on budget.

NOW, THEREFORE, in consideration of the mutual benefits arising therefrom, and for other good and valuable consideration, it is hereby agreed as follows:

ARTICLE 1

Ac Contractor

1

PDS

Subcontractor

J56-025

MOJ00209

JA 00004656

Scope of Work, Contract Documents and Miscellaneous Clauses

1.1 Scope of Work:

- 1.1.1 Consultant shall perform the following part of the work which Contractor has assumed toward Owner, all in accordance with the prime contract for the project and any higher-tiered Consultant hereinafter referred to as the ("Work" or "Consultant's Work"):

Includes: Supply and install Door Control System as shown on the Contract Drawings and Documents dated May 5th, 2010, electrical contractor is to install conduit and standard boxes or Consultant - Copy of the Contract and Schedule between Contractor and Penta is included and part of this Contract. Subcontractor is required to supply a Jobsite specific safety program within 30 days of this contract or 2 day prior to having personnel on the Jobsite, whichever comes first. This is a BIM three dimensional coordinated project a copy of the BIM schedule is part of this contract.

- 1.2 Entire Agreement: This Subcontract and Subcontract Documents constitute the entire agreement between the parties. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Subcontract and superseded hereby. There are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Subcontract unless set forth in writing and signed by both parties hereto.
- 1.3 Modification of Subcontract: This Subcontract shall not be altered, amended, assigned, encumbered or hypothecated by either party without the express written consent of both parties.
- 1.4 Governing Law: The terms and conditions of this Subcontract shall be construed in accordance with and governed by the laws of the State of Nevada.
- 1.5 No Waiver: No action or want of action on the part of Contractor at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be a waiver of any of its rights or remedies hereunder.
- 1.6 Assignment and Subcontracting: Consultant shall not assign and/or transfer this Subcontract nor any funds due hereunder, without the prior written consent of Consultant's surety, if applicable, and Contractor.


ARTICLE 2

- 2.1 Insurance: Before Consultant prepare any Work under this Subcontract he shall provide a Certificate of Insurance evidencing coverage acceptable to Contractor in the amounts either as required by attachment "A" or the Contract Specifications whichever is greater:

- 2.1.1 Workers Compensation: As required by the laws in the State of Nevada, including a Waiver of Subrogation in favor of the Owner, General Contractor and Contractor.

- 2.1.2 General Liability: Commercial General Liability on a occurrence basis (Claims Made coverage not acceptable) Insuring bodily injury and property damage against the hazards of Premises and Operations, Products and Complete Operations, Independent Contractor's and Contractual Liability in the following minimum limits of liability:

Bodily Injury \$1,000,000 each occurrence

 Contractor



Subcontractor

J56-026

MOJ00210

JA 00004657

and
Property Damage \$2,000,000 aggregate

- 2.1.3 Hazardous Operations: When the Work of this Consultant involves any subsurface activities, the Consultant shall provide liability coverage for explosion, collapse, and underground hazards (XCU) with the manumit limits listed above. Other hazardous operations, as determined by Contractor, may require other coverage and/or higher limits of liability. No Subsidence exclusions accepted.
- 2.1.4 Automobile Liability: Comprehensive Automotive Liability covering owned, hired, and non-owned automobile, with the minimum limits of \$1,000,000 combined.
- 2.2 The Consultant's insurance afforded under 2.1.1 and 2.1.2 above shall include a Completed Operations Additional Insured Endorsement naming Contractor, General Contractor and Owner as Additional Insured's, subject to Nevada State Statutes. Additionally, the following clause is to be added: "The insurance afforded to the Additional Insured's is primary insurance, if the Additional Insured's have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."
- 2.3 The Certificate evidencing the above required coverage's shall provide that such coverage not be cancelled or materially reduced except by written notice to Contractor and the owner at least thirty(30) days prior to the effective date of such cancellation or material reduction in coverage. New or renewal Certificates shall evidence all of the required coverage's.

ARTICLE 3

Consultant Representations

By entering into this Subcontract, Consultant represents and warrants that:

- 3.1 Licensing of Consultant: Consultant is properly licensed by the applicable public agencies, to perform the services included in this Subcontract, as required by law.
- 3.2 Subcontract Price: The Subcontract price, as set forth herein, is the maximum amount to be paid for all Work required on the Project, including all price increases for labor and materials relative to the Work, additional labor and materials for all detail and refinement of the plans and specifications, all foreseen or foreseeable risk, hazards, and difficulties in connection therewith, except as approved by written Change Orders as set forth herein.
- 3.3 Contractor's and Consultant's Authorized Representatives: Consultant shall at all times during the progress of its Work have a representative at the Project who is authorized to receive orders, to make decisions regarding the work to be performed and be responsible for Consultant's total scope of Work. Consultant further understands that the only person empowered by Contractor to issue orders, make decisions and approve change orders is its authorized representative. For the purpose of this Project, Consultant and Contractor's authorized representatives shall be:

Consultant: Angelo Carvalho, President;

Contractor: Charles Johnson, Security Consultant;

Electrical Contractor: Debbie Corwin, Project Manager;

 Contractor

- 3.4 Consultant Employee Safety: The Consultant is responsible to work within all the parameters of Federal or Nevada State OSHA and all requirements pertain to this Consultants work. Consultant will indemnify the Contractor for all expenses bore by the Contractor to defend itself regarding Federal or Nevada OSHA Fines and Penalties caused by Consultant.

ARTICLE 4

Consultants Duties and Responsibilities


- 4.1 Plans and Drawings: Consultant shall keep at the Project, a current set of plans and drawings updated with as-built conditions.
- 4.2 Permits and Licenses: In performing its work Consultant shall obtain and pay for all permits and fees, and shall obtain all licenses as necessary for carrying on its Work.
- 4.3 Consultant Personnel: Consultant agrees to make available a sufficient number of trained, skilled and qualified personnel, for the production of its Work as required for the timely completion of its Work as directed by Contractor. Consultant acknowledges and agrees time is of the essence.
- 4.4 Safety: Consultant agrees to comply with the requirements of the Contractor's, Prime Contractor's, or the Owner's Safety Policy which ever is more stringent for this project. This includes the Drug testing requirements.

ARTICLE 5

Consultant Price and Payment

- 5.1 Consultant Price: The total amount to be paid by Contractor for furnishing all labor, materials, equipment and services of every kind or nature, for the proper and timely completion of all Work to be performed by Consultant on the Project is:
Thirty-three thousand seven hundred twelve dollars (\$33,712.00).
Building #1 - Nine Thousand seven hundred twenty dollars (\$9,720.00)
Building #2 - Eleven Thousand nine hundred fifty-two dollars (\$11,952.00)
Building #3 - Twelve Thousand forty dollars (\$12,040.00)
- 5.2 Progress Payments: By no later than the 20th day of each month, Consultant shall submit a Payment Request to Contractor for payment. Payment shall be remitted ten (10) days after receipt of payment by Contractor from Owner. Receipt of payment from Owner is a condition precedent to payment by Contractor to Consultant or Contractor shall pay to Consultant ninety percent (90%) of the payment request (ten percent (10%) to be held as retainage). No Progress Payment shall be construed to constitute acceptance of any part of Consultant's Work.
- 5.3 Final Completion and Final Payment:
- 5.3.1 On receipt of Consultant's Request for final payment and inspection of work, Contractor will process the Payment Request. FINAL PAYMENT SHALL BE MADE TO Consultant THIRTY (30) DAYS AFTER THE LAST OF THE FOLLOWING TO OCCUR: (1) THE DATE ALL WORK TO BE PERFORMED BY CONTRACTOR HAS BEEN COMPLETED; OR (2) ALL CONDITIONS PRECEDENT TO Consultant'S RIGHT TO PAYMENT HAVE BEEN SATISFIED, INCLUDING BUT NOT LIMITED TO,

 Contractor

 Subcontractor

J56-028

MOJ00212

JA 00004659

CONTRACTORS' RECEIPT OF PAYMENT FROM OWNER.

- 5.3.2 The acceptance of final payment by Consultant constitutes Consultant's waiver of any and all claims including, but not limited to, claims for extra work or materials, disruption, hindrance, delay, suspension, acceleration, differing site conditions, changes in scope, payment delay, termination or interruption that may exist or may hereafter accrue against Contractor, Owner or the Property.

ARTICLE 6

Changes in the Work and Claims


- 6.1 Alteration to Plans or Scope of Work: Owner and Contractor may make changes in the drawings, specifications and the scope of Work. Consultant agrees to make all changes to the Work either as additions or deletions, and to perform all changed work that Contractor may require pursuant to this Article, and the same shall not nullify this Subcontract.
- 6.2 Changes:
- 6.2.1 To be valid, all claims for changes, including but not limited to, claims for extra work, materials and Work Schedule extensions, whether directed by Contractor or Owner, shall be evidence by a written "Change Order" in a form designated by Contractor and signed by the authorized representative of Contractor and Consultant. Consultant agrees that if Consultant proceeds with any change (other than those involving no increase in the Subcontract Price or Work Schedule) before receiving written authorization to do so ("Unapproved Changes"), regardless of whether the change was ordered by the Owner's and/or Contractor's authorized representative, Consultant shall be deemed to have waived any claim for additional compensation. Consultant's procurement of advance written authorization from Contractor's authorized representative is a "condition precedent" to Contractor's obligation to pay Consultant for any change or to extend the Work Schedule. Contractor's payment of any change without execution of a written Change Order does not constitute a continuing waiver of the requirement that all changes be approved by Contractor in writing.

ARTICLE 7

Termination of the Subcontract

- 7.1 Termination of Subcontract:
- 7.1.1 If in the opinion of Contractor, any of the following events occur, Contractor may terminate this Subcontract, if Consultant has not cured the default within seventy two (72) hours of Contractor's written notice to cure or correct:
- (a) Sub-Contractor refuses or fails to replace and/or repair defective material or Work;
 - (b) Sub-Contractor refuses or fails to provide sufficient properly skilled workers, adequate supervision or materials of the proper quality;
 - (c) Sub-Contractor causes, by any action or omission, the stoppage or delay of or interference with the work of Contractor or any of its Sub-Contractors;
 - (d) Sub-Contractor refuses or fails to prosecute the Work required by this Subcontract in a diligent, efficient, timely, workmanlike, skillful and careful manner;

 Contractor

 Subcontractor

J56-029

MOJ00213

JA 00004660

- (e) Sub-Contractor fails to prosecute its Work according to Contractor's Work Schedule;
- (f) Sub-Contractor fails to make prompt payments to its Sub-Contractors, suppliers or laborers or fails to provide Lien Walvers and Releases;
- (g) Sub-Contractor violates or fails to comply with any covenant or condition contained in this Subcontract;
- (h) Sub-Contractor makes a general assignment : for the benefit of its creditors, or a receiver is appointed for the benefit of Sub-Contractor's creditors or Sub-Contractor files bankruptcy; and
- (i) Sub-Contractor fails to maintain SIRS, Public liability or Property Damage Insurance as required herein.

ARTICLE 8

Settlement of Disputes

- 8.1 Dispute Resolution Procedure: In the event a dispute arises relating to Consultant's Work, including change order Contractor shall issue a decision which shall be followed by Consultant, without interruption, deficiency, or delay. If Consultant does not agree with such decision, the matter shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules.

ARTICLE 9

Service of Notice

- 9.1 Any and all notices, demands or request required or appropriate under this Subcontract shall be given in writing either by personal delivery, registered or certified mail (return receipt requested) or by facsimile to the address as set forth in this agreement.

IN WITNESS WHEREOF, Contractor and Consultant have executed this Subcontract as of the day and year first above written.

Consultant

By: 

Title: Angelo Carvahlo, President;


Sub-contractor

By: 

Title: Distric Sales Mgr

NV State License No.: 0071024

 Contractor

 Subcontractor

J56-030

MOJ00214

JA 00004661

ATTACHMENT 'A'

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 9/12/2007	
PRODUCER (702) 368-1144 FAX: (702) 368-1155 Harris Insurance 5105 S Durango Drive Suite 100 Las Vegas NV 89113				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ABC Contractor 9999 Main Street Your City NV 99999				INSURERS AFFORDING COVERAGE INSURER A: ABC Insurance Co INSURER B: DEF Insurance Co INSURER C: GHI Insurance Co INSURER D: JKL Insurance Co INSURER E:	
				NAIC #	
COVERAGE THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LDD	123456789	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED <input type="checkbox"/> (Per occurrence) \$ 300,000 MED EXP (Per occurrence) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/PROP AGG \$ 2,000,000 Employee Benefits 2,000,000	
B <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	123456790	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
C <input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$	123456900	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
D <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER	123456991	01/01/07	01/01/08	<input checked="" type="checkbox"/> WORKERS COMP <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROJECT NAME CERTIFICATE HOLDER & (ALL OTHERS AS DESCRIBED IN CONTRACT) ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED CG2010 11/85 (OR ITS EQUIVALENT) ON A PRIMARY/NON CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION PER ATTACHED FORM 98. *EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM.					
CERTIFICATE HOLDER MOJAVE ELECTRIC 3755 W HACIENDA AVE LAS VEGAS, NV 89118			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25 (2001/08)
IN8026 (01/08)000

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Page 1 of 2

tc Contractor

7

JS Subcontractor

J56-031

MOJ00215

JA 00004662

IMPORTANT


If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

 Contractor

 J56-032
Subcontractor
MOJ00216
JA 00004663

NON EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM. INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED. ANY FUTURE PROGRESS PAYMENTS WILL BE HELD UNTIL PROPER COVERAGE IS RECEIVED.

As the insurance agent of record for the below stated policy, I certify that said policies do NOT contain any of the following exclusions:

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

General Liability Policy #: _____

Umbrella Policy #: _____

INITIAL

_____ Timeshare Operations: the policy does not contain any exclusions or limitations for Timeshare construction.

_____ Condominium Operations: the policy does not contain any exclusions or limitations for condominium, multi-family or other attached residential construction.

_____ Subsidence Coverage: No exclusions or limitations for subsidence.

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Pollution Coverage

_____ EIFS Exclusion.

Explain Exceptions: _____

Job Description #: _____


AUTHORIZED SIGNATURE: _____ DATE: _____

Agency: _____

Address: _____

City, State & Zip: _____

 Contractor

 J56-033
Subcontractor
MOJ00217
JA 00004664

PWP

JOB # 769510-LV-10008

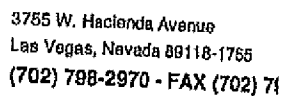
IN COMPUTER yes

PROJ MGR DC CODE # 02-236 RET yes

VENDOR 2010 CAM Consulting VENDOR CODE CAC004 JOB NAME 1V metro HQ

DATE PROCESSED	INVOICE NUMBER	AMOUNT OF INVOICE	%	PAID TO DATE	C/O #	PO VALUE
4/15	12638	11,620.21	4	11,620.21		310,276.00
4/21	8150137	12,040.00	7	23,660.21	①	314,199.90
5/19	242374	3458.10	8	26,818.31	②	321,274.85
5/19	261587	14,453.54	13	41,271.85	3	322,969.85
5/19	12652	14,163.68	17	55,435.53	4	331,754.66
5/19	12666	13,570.27	21	69,005.80	5	332,854.66
5/19	8295532	11,863.00	25	80,868.80	6	344,099.41
5/19	8295857	9,720.00	28	90,588.80	7	335,314.60
6/21	12677	37,538.58	40	128,127.38	8	336,033.57
6/21	280745	12,257.29	78	219,384.67		
7/20	12698	20,285.01	78	269,669.68		
7/22	8458613	1,695.00	81	271,364.68		
8/11	8466683	11,000.00	81	272,464.68		
8/18	12724	<71713>	81	271,747.55		
8/18	1079753	10,797.53	84	282,545.08		
11/19	273326	23,485.39	91	306,030.47		
11/19	275657	718.97	91	306,749.44		
11/19	281479	17,737.63	97	324,487.07		
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J56-034



Change Order # 6R

TO: CAM Consulting
ATTN: ANGELO CARVALHO
Phone:

DATE: July 21, 2011

FROM: LV Metro Headquarters TI
RE: 769510-LV-10008
PO #: Crystal Teissedre

PER APPROVED SUBMITTALS

* SIGN ACKNOWLEDGEMENT BELOW AND RETURN.

[illegible]

Please Acknowledge: *

Date: 7-22-201

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

Mojave Electric BY:

DEBBIE CORWIN

Title: PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

J56-036

MOJ00220
JA 00004667

JA 00004668

JA 00004669

MOJ00223
JA 00004670

JA 00004671

JA 00004672



PURCHASE ORDER CHANGE

Change Order # 1

3755 W. Hacienda Avenue
Las Vegas, Nevada 89118-1756
(702) 798-2970 - FAX (702) 798-3740

DATE: March 18, 2011

TO: CAM Consulting c/o Well Equipment
ATTN: Greg Vowell
Phone: (702) 269-6921

FROM: LV Metro Headquarters Tl

RE: 769510-SEO-10040

PO #: Crystal Telesedre

PEH APPROVED SUBMITTALS

SIGN ACKNOWLEDGEMENT BELOW AND RETURN.

[illegible]

Please Acknowledge:

Date: 3-22-11

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

MoJave Electric BY:

DEBBIE COHWIN

Time:

PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

J56-042

MOJ00226

JA 00004673

MOJ00227
JA 00004674

STANLEY

Security Solutions

Stanley Convergent Security Solutions, Inc.

Invoice

YOUR INVOICE AT A GLANCE

Invoice Date 07/28/2011
Account Number 2234582835
Invoice Number 8466683
Invoice Amount (USD) \$1,100.00
Page Number 1 of 1
PAYMENT DUE DATE UPON RECEIPT

REPAIR INVOICE

MDG2008 00000262 1 SP 0440



MOJAVE ELECTRIC INC
3755 WEST HACIENDA AVE
LAS VEGAS, NV 89118

PAY BILLS ONLINE
with free eAccountManager
www.stanleycss.com/eservices.html

FOR INQUIRIES

Phone: 1-877-478-4968; for billing inquiries select option 5 and enter extension 777.

Mail: Stanley - Accounts Receivable
917 S. First Street
Las Vegas, NV 89101

Online: www.stanleycss.com

Provider of **SONITROL** Products and Services
In certain states Sonitrol Products and Services are offered exclusively by Authorized Franchisees



**

Federal Tax ID # 20-1044950

Data Universal Numbering System (DUNS) # 00-115-2461

Detail

INSTALLATION #	DESCRIPTION OF SERVICE	AMOUNT DUE
123133172900	TIME AND MATERIAL CHARGES LVMPD 400 S MARTIN LUTHER KING BLVD LAS VEGAS NV 89101 PCO 2111 TOTAL AMOUNT	\$1,100.00
NOTES →	RAN CONDUIT MOVED ALL HORNS ABOVE CEILING AND RELOCATE THREE HORNS TO DIFFERENT ROOMS FOR ALL THREE BLDGS A, B & C.	
TOTAL DUE (USD)		\$1,100.00

HOLD RETENTION
YES NO

Processed
8/1/11

STANLEY CSS PROVIDES SOLUTIONS FOR ALL YOUR ELECTRONIC SECURITY NEEDS, INCLUDING INTRUSION PROTECTION, FIRE ALARMS, ACCESS CONTROL, VIDEO SURVEILLANCE AND INTEGRATED SOLUTIONS. OUR SERVICE OFFERINGS INCLUDE MONITORING, SERVICE PLANS, PREVENTATIVE MAINTENANCE, TEST & INSPECTIONS, EMBEDDED SERVICES, BACK UP COMMUNICATION AND OUR INDUSTRY LEADING eSERVICES. VISIT OUR WEBSITE TO LEARN MORE AT WWW.STANLEYCSS.COM.

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

Remittance

☐

Auto Pay Enrollment - Please complete form on back of page.

☐

Account Information Changes - Please write changes on back of page.

Invoice Date	07/28/2011
Account Number	2234582835
Invoice Number	8466683
Total Amount Due (USD)	\$1,100.00
PAYMENT DUE DATE	UPON RECEIPT
Amount Enclosed	

Send Payment To:

Stanley Convergent Security Solutions
Dept Ch 10651
Palatine, IL 60055

MOJAVE ELECTRIC INC
3755 WEST HACIENDA AVE
LAS VEGAS, NV 89118

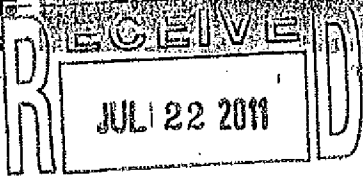
J56-044

MOJ00228
JA 00004675

STANLEY

Security Solutions

Stanley Convergent Security Solutions, Inc.

**Invoice**

INSTALLATION INVOICE

MOJAVE ELECTRIC

 PAY BILLS ONLINE
 with free eAccountManager
www.stanleycss.com/eservices.html

MDG2008 00000281 1 SP 0440


 MOJAVE ELECTRIC INC
 3755 WEST HACIENDA AVE
 LAS VEGAS, NV 89118

793

000281

YOUR INVOICE AT A GLANCE

Invoice Date	07/16/2011
Account Number	2234582835
Invoice Number	8458613
Invoice Amount (USD)	\$1,695.00
Page Number	1 of 1
PAYMENT DUE DATE UPON RECEIPT	

FOR INQUIRIES
 Phone: 1-877-476-4868; for billing inquiries select
 option 5 and enter extension 777.

 Mail: Stanley - Accounts Receivable
 917 S. First Street
 Las Vegas, NV 89101
Online: www.stanleycss.comProvider of **SONITROL** Products and Services

In certain markets Sonitrol Products and Services are offered exclusively by authorized franchisees.

Federal Tax ID # 20-1044950

Data Universal Numbering System (DUNS) # 00-115-2461

Detail

INSTALLATION #	DESCRIPTION OF SERVICE	AMOUNT DUE
123133173300	INSTALLATION CHARGES LVMPD 400 S MARTIN LUTHER KING BLVD - BLDG C LAS VEGAS NV 89101 PO#769510-LV-10008 TOTAL AMOUNT	\$1,695.00
NOTES →	ADD/UPGRADE INTRUSION INSTALL YES NO HOLD RETENTION 8/1 7/22/11	
	TOTAL DUE (USD)	\$1,695.00

 STANLEY CSS PROVIDES SOLUTIONS FOR ALL YOUR ELECTRONIC SECURITY NEEDS, INCLUDING INTRUSION PROTECTION, FIRE ALARMS,
 ACCESS CONTROL, VIDEO SURVEILLANCE AND INTEGRATED SOLUTIONS. OUR SERVICE OFFERINGS INCLUDE MONITORING, SERVICE
 PLANS, PREVENTATIVE MAINTENANCE, TEST & INSPECTIONS, EMERGENCY SERVICES, BACK UP COMMUNICATION AND OUR INDUSTRY
 LEADING eSERVICES. VISIT OUR WEBSITE TO LEARN MORE AT WWW.STANLEYCSS.COM.

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

Remittance
☐

Auto Pay Enrollment - Please complete form on back of page.

☐

Account Information Changes - Please write changes on back of page.

Invoice Date	07/16/2011
Account Number	2234582835
Invoice Number	8458613
Total Amount Due (USD)	\$1,695.00
PAYMENT DUE DATE UPON RECEIPT	
Amount Enclosed	

Send Payment To:
 Stanley Convergent Security Solutions
 Dept Ch 10651
 Palatine, IL 60055

 MOJAVE ELECTRIC INC
 3755 WEST HACIENDA AVE
 LAS VEGAS, NV 89118

J56-045

MOJ000229

JA 00004676



Stanley Convergent Security Solutions, Inc.

Invoice

INSTALLATION INVOICE

PAY BILLS ONLINE
with free eAccountManager
www.stanleycss.com/eservices.html

MOJAVE ELECTRIC INC
ATTN: ANGELO CARVALHO
3874 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

MAY 19 2011

793

000295

YOUR INVOICE AT A GLANCE	
Invoice Date	05/17/2011
Account Number	2234582835
Invoice Number	8295857
Invoice Amount(USD)	\$9,720.00
Page Number	1 of 1
PAYMENT DUE DATE	UPON RECEIPT

FOR INQUIRIES
Phone: 1-877-476-4568; for billing inquiries select option 5 and enter extension 777.
Mail: Stanley - Accounts Receivable
917 S. First Street
Las Vegas, NV 89101
Online: www.stanleycss.com

Federal Tax ID # 20-1044950

Data Universal Numbering System (DUNS) # 00-115-2461

Provider of **SONTRON** Products and Services

In certain markets, Stanley Products and Services are offered exclusively by authorized resellers.

INSTALLATION #	DESCRIPTION OF SERVICE	AMOUNT DUE
123133172900	INSTALLATION CHARGES LVMPD 444 S MARTIN LUTHER KING BLVD LAS VEGAS NV 89101 769510	
	TOTAL AMOUNT	\$9,720.00
NOTES →	NEW INTRUSION HOLD RETENTION YES NO <i>99/</i> <i>5-19-11</i>	
STANLEY CSS PROVIDES SOLUTIONS FOR ALL YOUR ELECTRONIC SECURITY NEEDS, INCLUDING INTRUSION PROTECTION, FIRE ALARMS, ACCESS CONTROL, VIDEO SURVEILLANCE AND INTEGRATED SOLUTIONS. OUR SERVICE OFFERINGS INCLUDE MONITORING, SERVICE PLANS, PREVENTATIVE MAINTENANCE, TEST & INSPECTIONS, EMBEDDED SERVICES, BACK UP COMMUNICATION AND OUR INDUSTRY LEADING SERVICES. VISIT OUR WEBSITE TO LEARN MORE AT WWW.STANLEYCSS.COM .		TOTAL DUE (USD) \$9,720.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

Remittance

☐

Auto Pay Enrollment - Please complete form on back of page.

☐

Account Information Changes - Please write changes on back of page.

Invoice Date	05/17/2011
Account Number	2234582835
Invoice Number	8295857
Total Amount Due(USD)	\$9,720.00
PAYMENT DUE DATE	UPON RECEIPT
Amount Enclosed	

Send Payment To:

Stanley Convergent Security Solutions
Dept Ch 10651
Palatine, IL 60055

MOJAVE ELECTRIC INC
ATTN: ANGELO CARVALHO
3874 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

J56-046

000295 STANLEY NS

0022345828354 009720006 0082958572 051711158 MOJ00230

JA 00004677



Stanley Convergent Security Solutions, Inc.

Invoice

INSTALLATION INVOICE

PAY BILLS ONLINE
with free eAccountManager
www.stanleycss.com/eservices.html

MAY 19 2011

MOJAVE ELECTRIC INC
ATTN: ANGELO CARVALHO
3874 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

793

000103

YOUR INVOICE AT A GLANCE	
Invoice Date	05/17/2011
Account Number	2234582835
Invoice Number	8295532
Invoice Amount(USD)	\$11,863.00
Page Number	1 of 1
PAYMENT DUE DATE	UPON RECEIPT

FOR INQUIRIES
Phone: 1-877-476-4968; for billing inquiries select option 5 and enter extension 777.
Mail: Stanley - Accounts Receivable
917 S. First Street
Las Vegas, NV 89101
Online: www.stanleycss.com

Federal Tax ID # 20-1044950

Data Universal Numbering System (DUNS) # 00-116-2461

Provider of **SONITROL** Products and Services
In certain markets Sonitrol Products and Services are offered exclusively by authorized Providers.

INSTALLATION #	DESCRIPTION OF SERVICE	AMOUNT DUE
123133173100	INSTALLATION CHARGES LVMPD 444 S MARTIN LUTHER KING BLVD LAS VEGAS NV 89101 769510	
	TOTAL AMOUNT	\$11,863.00
NOTES →	NEW INTRUSION YES NO <i>HOLD RETENTION</i> <i>70%</i> <i>5-14-11</i>	
STANLEY CSS PROVIDES SOLUTIONS FOR ALL YOUR ELECTRONIC SECURITY NEEDS, INCLUDING INTRUSION PROTECTION, FIRE ALARMS, ACCESS CONTROL, VIDEO SURVEILLANCE AND INTEGRATED SOLUTIONS. OUR SERVICE OFFERINGS INCLUDE MONITORING, SERVICE PLANS, PREVENTATIVE MAINTENANCE, TEST & INSPECTIONS, EMBEDDED SERVICES, BACK UP COMMUNICATION AND OUR INDUSTRY LEADING SERVICES. VISIT OUR WEBSITE TO LEARN MORE AT WWW.STANLEYCSS.COM .		TOTAL DUE (USD) \$11,863.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

Remittance

☐

Auto Pay Enrollment - Please complete form on back of page.

☐

Account Information Changes - Please write changes on back of page.

Invoice Date	05/17/2011
Account Number	2234582835
Invoice Number	8295532
Total Amount Due(USD)	\$11,863.00
PAYMENT DUE DATE	UPON RECEIPT
Amount Enclosed	

Send Payment To:

Stanley Convergent Security Solutions
Dept Ch 10651
Palatine, IL 60055

MOJAVE ELECTRIC INC
ATTN: ANGELO CARVALHO
3874 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

J56-047



Fax (702) 834-3906

MOJAVE ELECTRIC

(702) 798-2970

Las Vegas, NV 89101

[illegible]

Processed

7
4-21-11

Subtotal:	\$	12,040.00
S&H Charges:		
Sales Tax:		
Total:		
Shipping Fee Due:	\$	120.40
Amount Due:	\$	12,160.40

CAM CONSULTING, 3874 Civic Center Dr., North Las Vegas, NV 89030-7524 Phone (702) 524-2022 Fax (702) 834-3906

JA 00004679



Stanley Convergent Security Solutions, Inc.

Invoice

INSTALLATION INVOICE

PAY BILLS ONLINE
with free eAccountManager
www.stanleycss.com/eservices.html

MOJAVE ELECTRIC INC
ATTN: ANGELO CARVALHO
3874 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

793

000029

YOUR INVOICE AT A GLANCE

Invoice Date 03/17/2011
Account Number 2234582835
Invoice Number 8150137
Invoice Amount(USD) \$12,040.00
Page Number 1 of 1
PAYMENT DUE DATE UPON RECEIPT

FOR INQUIRIES

Phone: 1-877-476-4968; for billing inquiries select option 5 and enter extension 777.

Mail: Stanley - Accounts Receivable
917 S. First Street
Las Vegas, NV 89101

Online: www.stanleycss.com

Federal Tax ID # 20-1044950

Data Universal Numbering System (DUNS) # 00-115-2461

Provider of **SONITROL** Products and Services

In certain markets Sonitrol Products and Services are offered exclusively by authorized franchisees.

Detail

INSTALLATION #	DESCRIPTION OF SERVICE	AMOUNT DUE
123133173300	INSTALLATION CHARGES LVMPD 444 S MARTIN LUTHER KING BLVD LAS VEGAS NV 89101 769510	
	TOTAL AMOUNT	\$12,040.00
NOTES →	NEW INTRUSION	
STANLEY CSS PROVIDES SOLUTIONS FOR ALL YOUR ELECTRONIC SECURITY NEEDS, INCLUDING INTRUSION PROTECTION, FIRE ALARMS, ACCESS CONTROL, VIDEO SURVEILLANCE AND INTEGRATED SOLUTIONS. OUR SERVICE OFFERINGS INCLUDE MONITORING, SERVICE PLANS, PREVENTATIVE MAINTENANCE, TEST & INSPECTIONS, EMBEDDED SERVICES, BACK UP COMMUNICATION AND OUR INDUSTRY LEADING eSERVICES. VISIT OUR WEBSITE TO LEARN MORE AT WWW.STANLEYCSS.COM .		
TOTAL DUE (USD)		\$12,040.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

Remittance

☐

Auto Pay Enrollment - Please complete form on back of page.

☐

Account Information Changes - Please write changes on back of page.

Invoice Date 03/17/2011
Account Number 2234582835
Invoice Number 8150137
Total Amount Due(USD) \$12,040.00
PAYMENT DUE DATE UPON RECEIPT
Amount Enclosed

Send Payment To:

Stanley Convergent Security Solutions
Dept Ch 10651
Palatine, IL 60055

MOJAVE ELECTRIC INC
ATTN: ANGELO CARVALHO
3874 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

J56-049

000029 STANLEY NS

0022345828354 012040003 0081501373 03171175

MOJ00233

JA 00004680



5 Longevity Drive
Henderson, NV 89014

Phone: 702-737-8484
Fax: 702-457-8464
Email: rebecca.soto@stingalarm.com
www.stingalarm.com

INVOICE

Invoice No: 281479
Cust ID: 200710
Date: 10/31/2011
Due Date: 11/30/2011
Service Date:
Requested By:

Bill To:

CAM Consulting
3874 Civic Center Drive
North Las Vegas, NV 89030

Service Address:

LVMPD HQ
400 S Martin L King Blvd
Las Vegas, NV 89106-4372

LOCATION #	CUSTOMER PO	TERMS	PROJECT #	WORKORDER #	AGREEMENT #	
00001		Net 30				
ITEM ID	DESCRIPTION			QTY	UNIT PRICE	EXT. PRICE
Labor	AIA # 1- Retention Held			1	350.90	350.90
Labor	AIA # 2 - Retention Held			1	1,956.85	1,956.85
Labor	AIA # 3 - Retention Held			1	15,429.88	15,429.88
				<div>Processed</div> <div>97</div> <div>11-9-11</div>		
				Sub-Total		17,737.63
				Service Charge		0.00
				Tax		0.00
				Total		17,737.63
				Payment		0.00
				Balance Due		17,737.63
Please Note Our New Payment Address						

Please remit to: Sting Alarm, Inc. P.O. Box 98819 Las Vegas, NV 89193-8819

J56-056
Page 1 of 1

MOJ00234

JA 00004681



5 Longevity Drive
Henderson, NV 89014

Phone: 702-737-8464
Fax: 702-457-8464
Email: rebecca.soto@stingalarm.com
www.stingalarm.com

INVOICE

Invoice No: 275657
Date: 08/22/2011
Cust ID: 200710
Due Date: 09/21/2011
Requested By:

Bill To:

CAM Consulting
3874 Civic Center Drive
North Las Vegas, NV 89030

Service Address:

LVMPD HQ
400 S Martin L King Blvd
Las Vegas, NV. 89106-4372

LOCATION ID	CUSTOMER PO	TERMS	PROJECT #	WORKORDER #	AGREEMENT #
00001		Net 30	101336	113262	
DESCRIPTION					EXT. PRICE
System Installation - Install Date: 8/11/2011 Provide and Install Mic Move					703.13
<div>Processed 9/1/11 DO 11-4-11</div>					
				Sub-Total	703.13
				Service Charge	0.00
				Shipping & Handling	0.00
				Tax	15.84
				Total	718.97
				Payment	0.00
				Balance Due	718.97

Please remit to: Sting Alarm, Inc. P.O. Box 98819 Las Vegas, NV 89193-8819

Page 1 of 1

MOJ00235

JA 00004682



5 Longevity Drive
Henderson, NV 89014

Phone: 702-737-8484
Fax: 702-457-8484
Email: rebecca.soto@stingsystems.com
www.stingalarm.com

INVOICE

Invoice No: 273328
Date: 07/29/2011
Cust ID: 200710
Due Date: 08/28/2011
Requested By:

Bill To:

CAM Consulting
CAM Consulting
3874 Civic Center Drive
Las Vegas, NV 89030

Service Address:

LVMPD HQ
400 S Martin L King Blvd
Las Vegas, NV 89106-4372

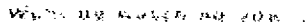
LOCATION ID	CUSTOMER PO	TERMS	PROJECT #	WORKORDER #	AGREEMENT #
00001	769510-LV-1008	Net 30		105253	
DESCRIPTION					EXT. PRICE
System Installation - Install Date: 8/4/2011 Provide and Install CCTV System as per Sales Agreement—Final Invoice to Complete project.					23,485.39
<div style="text-align: center;"> <p>Processed</p> <p>9/</p> <p>11-9-11</p> </div>					
Sub-Total					23,484.98
Service Charge					0.00
Shipping & Handling					0.00
Tax					0.41
Total					23,485.39
Payment					0.00
Balance Due					23,485.39

Please remit to: Sting Alarm, Inc. P.O. Box 88819 Las Vegas, NV 89193-8819

J50-052
Page 1 of 1

MOJ00236

JA 00004683



Requested By:

JA 00004684

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF TWO PAGES

TO OWNER: Project Alta LLC
3883 Howard Hughes Pkwy. Ste. 800
Las Vegas, NV 89169

PROJECT: LV Metro Headquarters IT APPLICATION NO.: 3
444 S. Martin Luther King Blvd.
Las Vegas, NV 89101

PERIOD TO: 5/1/2011
PROJECT NOS.: 769510
PO: 769510-LV-1008

FROM CONTRACTOR: Sing Alarm
5 Longevity Drive
Henderson, NV 89014

VIA ARCHITECT:
CONTRACT FOR: LV Metro Headquarters

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

CONTRACT DATE: 8/7/2010

JUN 20 2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 183,836.03

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 183,836.03

4. TOTAL COMPLETED & STORED TO DATE \$ 154,298.81

5. RETAINAGE:

a. 10 % of Completed Work
(Columns D + E on G703) \$ 15,429.88

b. 10 % of Stored Material
(Column F on G703) \$ -

Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 15,429.88

6. TOTAL EARNED LESS RETAINAGE \$ 138,866.83
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 17,611.64

8. CURRENT PAYMENT DUE \$ 121,257.29

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 44,967.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor 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, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due.

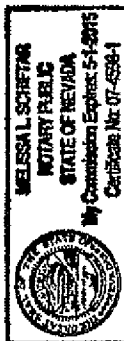
CONTRACTOR:

By: [Signature] Date: 6-20-11

State of: NEVADA

County of: CLARK

Subscribed and sworn to before me
this 20th day of June, 2011



Notary Public: Melissa A. Schmitt
My Commission expires: 5/1/2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

J56-055
MOJ00239
JA 00004686

INVOICE
Invoice No: 281687
Date: 04/15/2011
Cust ID: 200710
Due Date: 05/15/2011
Requested By:

Bill To:

CAM Consulting
CAM Consulting
3874 Civic Center Drive
Las Vegas, NV 89030

Service Address:

LVMPD HQ
400 S Martin L King Blvd
Las Vegas, NV 89106-4372

MAY 19 2011

7695/0-LV-10000

LOCATION ID	CUSTOMER PO	TERMS	PROJECT #	WORKORDER #	AGREEMENT #
00001	769510	Net 30	100325	105253	
DESCRIPTION					EXT. PRICE
<p>System Installation - Install Date: 4/22/2011 Provide and Install CCTV System as per Sales Agreement - AIA Application #2 - Less Retention</p> <p><i>[Handwritten: LVP]</i> HOLD RETENTION <i>[Handwritten: YES]</i> YES <i>[Handwritten: NO]</i> NO</p> <p><i>[Handwritten: 13]</i> <i>[Handwritten: 5-19-11]</i></p>					13,969.23
				Sub-Total	13,969.23
				Service Charge	0.00
				Shipping & Handling	0.00
				Tax	484.31
				Total	14,453.54
				Payment	0.00
				Balance Due	14,453.54

Please remit to: Sting Alarm, Inc. P.O. Box 98819 Las Vegas, NV 89193-8819

Page 56-056

MOJ00240
JA 00004687

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF TWO PAGES

TO OWNER:

Project Alta LLC
3883 Howard Hughes Pkwy, Ste. 800
Las Vegas, NV 89169

PROJECT: LV Metro Headquarters II APPLICATION NO.: 2

444 S. Martin Luther King Blvd
Las Vegas, NV 89101
PERIOD TO: 4/1/2011
PROJECT NOS.: 769510

FROM CONTRACTOR:

Shing Alarm
5 Longevity Drive
Henderson, NV 89014

VIA ARCHITECT:

PO: 769510
CONTRACT DATE: 8/7/2010

CONTRACT FOR: LV Metro Headquarters

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	183,836.03
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	183,836.03
4. TOTAL COMPLETED & STORED TO DATE	\$	19,568.49
5. RETAINAGE:		
a. 10. % of Completed Work (Columns D + E on G703)	\$	1,956.85
b. 10. % of Stored Material (Column F on G703)	\$	-
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	1,956.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	17,611.64
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,156.10
8. CURRENT PAYMENT DUE	\$	14,455.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	169,224.39

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00	\$0.00

The undersigned Contractor 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, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due.

CONTRACTOR:

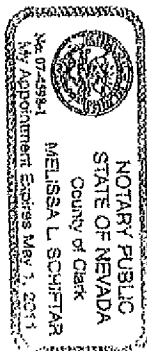
By:

State of NEVADA

County of CLARK

Subscribed and sworn to before me this 15th day of April, 2011

Notary Public: *Melissa L. Schmitt*
My Commission expires: 5/11/2011



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

J56-057

MOJ00241

JA 00004688

J56-058
MOJ00242
JA 00004689

We'll be watching you...

5 Longevity Drive
Henderson, NV 89014

Phone: 702-737-8464
Fax: 702-457-8464
Email: rebecca.soto@stingsystems.com
www.stingalarm.com

INVOICE

Invoice No: 242374
Date: 11/30/2010
Cust ID: 200710
Due Date: 12/30/2010
Requested By:

Bill To:

Mohave Electric
Mohave Electric
3355 Aldebaran Ave
Las Vegas, NV 89102

Service Address:

LVMPD HQ
400 S Martin L King Blvd
Las Vegas, NV 89106-4372

MAY 19 2011

769510-LV-10038

LOCATION ID	CUSTOMER PO	TERMS	PROJECT #	WORKORDER #	AGREEMENT #
00001	769510	Net 30		105253	
DESCRIPTION					EXT. PRICE
<div>System Installation - Install Date: 8/24/2010 Provide and Install CCTV System as per Sales Agreement - AIA Application #1 - Less Retention</div> <div><div><div><div><div></div><div>HOLD RETENTION</div></div><div><div><div><div><div></div><div>YES</div></div><div><div><div>NO</div></div></div></div></div><div><div>PWP</div><div>Processed</div><div>8</div><div>579-11</div></div></div></div></div></div>					3,158.10
<div><div><div><div>Sub-Total</div><div>Service Charge</div><div>Shipping & Handling</div><div>Tax</div><div>Total</div><div>Payment</div><div>Balance Due</div></div><div><div>3,158.10</div><div>0.00</div><div>0.00</div><div>0.00</div><div>3,158.10</div><div>0.00</div><div>3,158.10</div></div></div></div>					

Please remit to: Sting Alarm, Inc. P.O. Box 98819 Las Vegas, NV 89193-8819

J56-059
Page 1 of 1

MOJ00243

JA 00004690

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF TWO PAGES

TO OWNER:

Project Alta LLC
3883 Howard Hughes Pkwy. Ste. 800
Las Vegas, NV 89169

PROJECT: LV Metro Headquarters IT APPLICATION NO. 1

444 S. Martin Luther King Blvd.
Las Vegas, NV 89101

PERIOD TO: 12/1/2010
PROJECT NOS: 769510
PO: 769510

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ CONTRACTOR

FROM CONTRACTOR:

Sting Alarm
5 Longevity Drive
Henderson, NV 89014

VIA ARCHITECT:

CONTRACT DATE: 8/7/2010

CONTRACT FOR: LV Metro Headquarters

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 183,836.03

2. Net change by Change Orders \$ 00.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 183,836.03

4. TOTAL COMPLETED & STORED TO DATE \$ 3,509.00

5. RETAINAGE:

a. 10 % of Completed Work (Columns D + E on G703) \$ 350.90

b. 10 % of Stored Material (Column F on G703) \$ -

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 350.90

6. TOTAL EARNED LESS RETAINAGE \$ 3,158.10 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ -

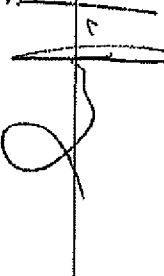
8. CURRENT PAYMENT DUE \$ 3,158.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 180,677.93 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

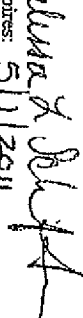
The undersigned Contractor that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for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

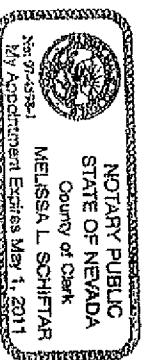
CONTRACTOR:

By: 

Date: 11/30/10

State of NEVADA
County of CLARK
Subscribed and sworn to before me this 30th day of November, 2010

Notary Public: 
My Commission expires: 5/1/2011



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 3,158.10

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

J56-060

MOJ00244
JA 00004691

ANC Construction

APPLICATION NUMBER: 4
 APPLICATION DATE: 02/28/2009
 PERIOD TO: 8/28/2009
 PROJECT NAME AND NUMBER: GREENSPUN RESIDENCE / CGRDRST01

PAGE 1 OF 1

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD					
1	EQUIPMENT AV8185 - ARECONT 180 DEGREE IP MP 4 CAM DOME AXIS 212 - PTZ NETWORK CAMERA AXIS P3301 - NETWORK CAMERA AXIS P3301 - NETWORK CAMERA P3304-V - AXIS V VANDAL MEGA PIXEL NET CAMERA AXIS P3301-V - V VANDAL NETWORK CAMERA PP450 - MOUNT PAN/PTZ MOUNT, PELCO (PP450) PP3304-V - VANDAL MEGA PIXEL NETWORK CAMERA XPECL - MILESTONE ENTERPRISE LICENSE VIDEO STORAGE SERVER 241q - AXIS 241Q 4 PORT VIDEO ENCODER E2WM82424RPOB - RACK ENCLOSURE WALL MOUNT 218B2-B1-8 - CABLE 10/2 STRANDED MON SHIELD PVC C86N4-BL - CABLE, CAT5, BLUE K360P-2-B - PATCH PANEL, CAT5E ENHANCED 100 ST L410801WP - LEVETON, WHITE 1P MODULE WALL PLATE KYE-5-RT-BLUE - RL46 MOD INST KEYSSTONE 0 CAT5E GMSH18RS - WALL BRACKET FOR PATCH PANEL CABLE-3 - CAT5E PATCH CABLE 3 FT CABLE-7 - NETWORK PATCH CABLE 10/100/1000 FT VERIFACT-D - MICROPHONE LOW IMP ELECT COND IF-4 - FOUR ZONE AUDIO INTERFACE ADPT IF-8 - EIGHT ZONE AUDIO INTERFACE ADPT CUSTOM LOCKING CABINET SYSTEM DESIGN, PROGRAM TRAINING/CONF. MISC MATERIAL	\$121,780.37 \$12,398.48 \$6,370.88 \$8,442.80 \$4,721.40 \$8,288.00 \$5,108.40 \$3,108.39 \$8,192.00 \$18,718.40 \$28,380.00 \$877.29 \$808.42 \$200.82 \$4,271.55 \$438.54 \$87.08 \$183.25 \$217.34 \$87.82 \$148.28 \$1,032.71 \$164.88 \$424.41 \$1,161.00 \$3,338.88 \$7,184.00				\$0.00	0.00%	\$121,780.37	\$0.00
2	LABOR	\$52,785.78	\$0.00	\$3,602.00		\$3,602.00	0.05%	\$49,288.78	\$350.90
TOTALS THIS PAGE =		\$296,318.62	\$0.00	\$3,602.00	\$0.00	\$3,602.00	1.18%	\$171,047.15	\$350.90

J56-061

MOJ00245

JA 00004692

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

AUG. 17 2011

Credit Memo

DATE	CREDIT NO.
8/15/2011	12724

CUSTOMER
MOJAVE ELECTRIC FRANCES MCCOMBS 3755 W. HACIENDA AVE. LAS VEGAS, NV 89118

CM

769510-LV-10008

P.O. NO.		PROJECT	
769510			
DESCRIPTION	QTY	RATE	AMOUNT
1% for Cam Consulting fee	-1	717.13	-717.13
Thank you for your business.		Total	

HOLD RETENTION *[Signature]*
☒ YES ☐ NO

Processed
21
8-18-11

\$-717.13
J56-062

MOJ00246

JA 00004693

Invoice

WELL EQUIPMENT, INC.
VOICE & DATA CABLING
3137 W. POST ROAD
LAS VEGAS, NV 89118-3840
(702) 269-6921

DATE	INVOICE #
8/12/2011	12723

BILL TO:

MOJAVE ELECTRIC
FRANCES MCCOMBS
3755 W. HACIENDA AVE.
LAS VEGAS, NV 89118

AUG 13 2011

769510-2V-10008

P.O. NUMBER	TERMS	PROJECT
769510	Per Contract	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	10% Retainage for Las Vegas Metro Headquarters	10,797.53	10,797.53
	Retainage amount form Invoice #12638 \$1,291.14		
	Retainage amount form Invoice #12652 \$1,573.74		
	Retainage amount form Invoice #12666 \$1,507.81		
	Retainage amount form Invoice #12677 \$4,170.95		
	Retainage amount form Invoice #12698 \$2,253.89		

HOLD RETENTION

YES

NO

Processed

100
8-18-11

We appreciate your prompt payment.

TOTAL

\$10,797.53

J56-063

MOJ00247

JA 00004694

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
7/19/2011	12698

Bill To
MOJAVE ELECTRIC FRANCES MCCOMBS 3755 W. HACIENDA AVE. LAS VEGAS, NV 89118

769510-LV-10008

PO Number	Terms	Due Date	Well Equip Job #
769510	Per Contract	7/19/2011	1729

Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
INSTALL	Furnish and install video and audio cable & connecting hardware for (5) TV remote truck locations. Test & label cables & connecting hardware	1	7,074.95		100.00%	100.00%	7,074.95
	----- CHANGE ORDER ----- July 19, 2011 >Change order #1 Added 1 INSTALL. (+\$7,074.95) Total change to estimate +\$7,074.95						
INSTALL	TV's for Fingerprint Area	1	11,244.75		100.00%	100.00%	11,244.75
	----- CHANGE ORDER ----- July 19, 2011 Change order #2 > Added 1 INSTALL. (+\$11,244.75) Total change to estimate +\$11,244.75						
RETAINA...			-10.00%				22,538.90 -2,253.89

We appreciate your prompt payment.

Total \$20,285.01

NV LIC.# 0045728 BID LIMIT \$150,000.00

Payments/Credits \$0.00

Balance Due \$20,285.01

HOLD RETENTION

Processed

YES

NO

J56-064

MOJ00248

JA 00004695

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
7/19/2011	12698

Bill To
MOJAVE ELECTRIC FRANCES MCCOMBS 3755 W. HACIENDA AVE. LAS VEGAS, NV 89118

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	7/19/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	Building 3 Room 200						
Job Materials	Samsung 55 inch LCD TV	0	2,430.00	100.00%	0.00%	100.00%	0.00
Job Materials	Peerless PT660 Tilt mount	0	90.88	100.00%	0.00%	100.00%	0.00
Job Materials	50 ft. Component video cable	0	56.42	100.00%	0.00%	100.00%	0.00
Job Materials	TOA A706 9 Ch. 60 watt mixer amplifier	0	723.00	100.00%	0.00%	100.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	0	85.76	100.00%	0.00%	100.00%	0.00
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	0	869.40	100.00%	0.00%	100.00%	0.00
Job Materials	50 Ft. UXGA rapid run cable	0	67.90	100.00%	0.00%	100.00%	0.00
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	0	13.72	100.00%	0.00%	100.00%	0.00
Job Materials	14" 70 Lbs 19" rack shelf	0	69.12	100.00%	0.00%	100.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24	100.00%	0.00%	100.00%	0.00
Job Materials	Misc. materials	0	50.00	100.00%	0.00%	100.00%	0.00
Labor	Installation labor	0.1	1,872.00	90.00%	10.00%	100.00%	187.20
Job Materials	Screens						
Job Materials	Da-lite boardroom electrol 40725 60" x 80"	0	1,527.68	100.00%	0.00%	100.00%	0.00
Job Materials	Da-lite boardroom electrol 76736 105" x 140"	0	1,621.71	100.00%	0.00%	100.00%	0.00
We appreciate your prompt payment.				Total			
NV LIC.# 0045728 BID LIMIT \$150,000.00				Payments/Credits			
				Balance Due			

J56-065

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
7/19/2011	12698

Bill To
MOJAVE ELECTRIC FRANCES MCCOMBS 3755 W. HACIENDA AVE. LAS VEGAS, NV 89118

PO Number	Terms	Due Date	Well Equip Job #
769510	Per Contract	7/19/2011	1729

Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	1.5 Meter rapid run HD15 VGA flying lead	0	13.72	100.00%	0.00%	100.00%	0.00
Job Materials	14" 70 LBS 19" Rack shelf	0	69.12	100.00%	0.00%	100.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24	100.00%	0.00%	100.00%	0.00
Job Materials	Misc. materials	0	50.00	100.00%	0.00%	100.00%	0.00
Labor	Installation labor for Room 1-112	0.1	2,496.00	90.00%	10.00%	100.00%	249.60
	Building 2 Room 126						
Job Materials	Hitachi CP-X450 multimedia projector	0	1,772.80	100.00%	0.00%	100.00%	0.00
Job Materials	Peerless CMJ500	0	116.48	100.00%	0.00%	100.00%	0.00
Job Materials	Peerless PRS-UNV ceiling projector mount	0	153.60	100.00%	0.00%	100.00%	0.00
Job Materials	75 ft. Stereo gold VCR A/V cable	0	42.78	100.00%	0.00%	100.00%	0.00
Job Materials	FOA A706 9 Ch. 60 watt mixer amplifier	0	723.00	100.00%	0.00%	100.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	0	85.76	100.00%	0.00%	100.00%	0.00
Job Materials	36" x 19" Equipment rack with solid sides, Plexi front door, flanged back panel, fan kit	0	869.40	100.00%	0.00%	100.00%	0.00
Job Materials	75 ft. UXGA Rapid run cable	0	88.35	100.00%	0.00%	100.00%	0.00
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	0	13.72	100.00%	0.00%	100.00%	0.00
Job Materials	14" 70 Lbs 19" rack shelf	0	69.12	100.00%	0.00%	100.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24	100.00%	0.00%	100.00%	0.00
Job Materials	Misc. materials	0	50.00	100.00%	0.00%	100.00%	0.00
Labor	Installation labor for room 2-126	0.1	2,496.00	90.00%	10.00%	100.00%	249.60
Job Materials	Hitachi CP-X450 Multimedia projector	0	1,772.80	100.00%	0.00%	100.00%	0.00
Job Materials	Peerless CMJ500	0	116.48	100.00%	0.00%	100.00%	0.00

We appreciate your prompt payment.

NV LIC.# 0045728 BID LIMIT \$150,000.00

Total

Payments/Credits

Balance Due

J56-066

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
7/19/2011	12698

Bill To
MOJAVE ELECTRIC FRANCES MCCOMBS 3755 W. HACIENDA AVE. LAS VEGAS, NV 89118

PO Number	Terms	Due Date	Well Equip Job #
769510	Per Contract	7/19/2011	1729

Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Labor	Labor for Paging	10	117.00	95.54%	4.46%	100.00%	1,170.00
Job Materials	V-1020C Ceiling speaker	0	34.00	100.00%	0.00%	100.00%	0.00
Job Materials	V-9916M Tile/bridge backbox	0	23.46	100.00%	0.00%	100.00%	0.00
Job Materials	Category 5e cable	0	0.12	100.00%	0.00%	100.00%	0.00
Job Materials	UR2 Scotch lock (box of 100)	0	18.00	100.00%	0.00%	100.00%	0.00
Job Materials	V-2006A Page control	0	425.39	100.00%	0.00%	100.00%	0.00
Job Materials	300 Pair 110 block with C-4 connecting blocks	0	89.70	100.00%	0.00%	100.00%	0.00
Job Materials	VP-4124 Power supply	9	193.20	30.77%	69.23%	100.00%	1,738.80
Job Materials	V-9940 Page adapter	0	158.62	100.00%	0.00%	100.00%	0.00
Job Materials	25 Pair female AMP 30 foot tail	0	40.00	100.00%	0.00%	100.00%	0.00
Job Materials	Misc. materials	0	200.00	100.00%	0.00%	100.00%	0.00
Job Materials	Building 1 Room 112 Multimedia						
Job Materials	Hitachi CP-X450 Multimedia projector	0	1,772.80	100.00%	0.00%	100.00%	0.00
Job Materials	Peerless CMJ500	0	116.48	100.00%	0.00%	100.00%	0.00
Job Materials	Peerless PRS-UNV ceiling projector mount	0	153.60	100.00%	0.00%	100.00%	0.00
Job Materials	75 Ft. Stereo gold VCR A/V RCA cable	0	42.78	100.00%	0.00%	100.00%	0.00
Job Materials	TOA A706 9 Ch. 60 Watt mixer amplifier	0	723.00	100.00%	0.00%	100.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	0	85.76	100.00%	0.00%	100.00%	0.00
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	0	869.40	100.00%	0.00%	100.00%	0.00
Job Materials	75 Ft. UXGA rapid run cable	0	88.35	100.00%	0.00%	100.00%	0.00

We appreciate your prompt payment.

NV IJC.# 0045728 BID LIMIT \$150,000.00

Total

Payments/Credits

Balance Due

J56-067

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
6/17/2011	12677

Bill To
CAM CONSULTING ACCOUNT'S PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

JUN 19 2011

769510-LV-10008

PO Number	Terms	Due Date	Well Equip Job #
769510	Per Contract	7/17/2011	1729

Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	Building 3 Room 200						
Job Materials	Samsung 55 inch LCD TV	1	2,430.00		100.00%	100.00%	2,430.00
Job Materials	Peerless PT660 Tilt mount	1	90.88		100.00%	100.00%	90.88
Job Materials	50 ft. Component video cable	1	56.42		100.00%	100.00%	56.42
Job Materials	TOA A706 9 Ch. 60 watt mixer amplifier	1	723.00		100.00%	100.00%	723.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	0	85.76	100.00%	0.00%	100.00%	0.00
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	1	869.40		100.00%	100.00%	869.40
Job Materials	50 Ft. UXGA rapid run cable	1	67.90		100.00%	100.00%	67.90
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	2	13.72		100.00%	100.00%	27.44
Job Materials	14" 70 Lbs 19" rack shelf	1	69.12		100.00%	100.00%	69.12
Job Materials	Furman M-10 power distributor	1	42.24		100.00%	100.00%	42.24
Job Materials	Misc. materials	1	50.00		100.00%	100.00%	50.00
Labor	Installation labor	0.9	1,872.00		90.00%	90.00%	1,684.80
Job Materials	Screens						
Job Materials	Da-lite boardroom electrol 40725 60" x 80"	1	1,527.68		100.00%	100.00%	1,527.68
Job Materials	Da-lite boardroom electrol 76736 105" x 140"	2	1,621.71		100.00%	100.00%	3,243.42
RETAINA...			-10.00%				41,709.53 -4,170.95

We appreciate your prompt payment.

NV LIC.# 0045728 BID LIMIT \$150,000.00

HOLD RETENTION

YES

NO

Processed

40

6-21-11

Total \$37,538.58

Payments/Credits \$0.00

Balance Due \$37,538.58

J56-068

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
6/17/2011	12677

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	7/17/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	1	869.40		100.00%	100.00%	869.40
Job Materials	50 ft. UXGA Rapid run cable	1	67.90		100.00%	100.00%	67.90
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	2	13.72		100.00%	100.00%	27.44
Job Materials	14" 70 lbs 19" rack shelf	1	69.12		100.00%	100.00%	69.12
Job Materials	Furman M-10 power distributor	1	42.24		100.00%	100.00%	42.24
Job Materials	Misc materials	1	50.00		100.00%	100.00%	50.00
Labor	Installation labor	0.9	1,872.00		90.00%	90.00%	1,684.80
	Building 2 Room 200						
Job Materials	Samsung 55 inch LCD TV	1	2,430.00		100.00%	100.00%	2,430.00
Job Materials	Pecrless PT660 tilt mount	1	90.88		100.00%	100.00%	90.88
Job Materials	50 ft. Component video cable	1	56.42		100.00%	100.00%	56.42
Job Materials	TOA A706 9 Ch. 60 Watt mixer amplifier	1	723.00		100.00%	100.00%	723.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	0	85.76	100.00%	0.00%	100.00%	0.00
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	1	869.40		100.00%	100.00%	869.40
Job Materials	50 ft. UXGA Rapid run cable	1	67.90		100.00%	100.00%	67.90
Job Materials	1.5 Meter rapid run HD15 VGA flying lead	2	13.72		100.00%	100.00%	27.44
Job Materials	14" 70 lbs 19" rack shelf	1	69.12		100.00%	100.00%	69.12
Job Materials	Furman M-10 power distributor	1	42.24		100.00%	100.00%	42.24
Job Materials	Misc. materials	1	50.00		100.00%	100.00%	50.00
Labor	Installation labor	0.9	1,872.00		90.00%	90.00%	1,684.80
We appreciate your prompt payment.				Total			
NV LIC.# 0045728 BID LIMIT \$150,000.00				Payments/Credits			
				Balance Due			

J56-069

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
6/17/2011	12677

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

JUN 17 2011

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	7/17/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Labor	Labor for Paging	0	117.00	95.54%	0.00%	95.54%	0.00
Job Materials	V-1020C Ceiling speaker	0	34.00	100.00%	0.00%	100.00%	0.00
Job Materials	V-9916M Tile/bridge backbox	0	23.46	100.00%	0.00%	100.00%	0.00
Job Materials	Category 5e cable	0	0.12	100.00%	0.00%	100.00%	0.00
Job Materials	UR2 Scotch lock (box of 100)	0	18.00	100.00%	0.00%	100.00%	0.00
Job Materials	V-2006A Page control	0	425.39	100.00%	0.00%	100.00%	0.00
Job Materials	300 Pair 110 block with C-4 connecting blocks	0	89.70	100.00%	0.00%	100.00%	0.00
Job Materials	VP-4124 Power supply	0	193.20	30.77%	0.00%	30.77%	0.00
Job Materials	V-9940 Page adapter	0	158.62	100.00%	0.00%	100.00%	0.00
Job Materials	25 Pair female AMP 30 foot tail	0	40.00	100.00%	0.00%	100.00%	0.00
Job Materials	Misc. materials	0	200.00	100.00%	0.00%	100.00%	0.00
Job Materials	Building 1 Room 112 Multimedia						
Job Materials	Hitachi CP-X450 Multimedia projector	1	1,772.80		100.00%	100.00%	1,772.80
Job Materials	Peerless CMJ500	1	116.48		100.00%	100.00%	116.48
Job Materials	Peerless PRS-UNV ceiling projector mount	1	153.60		100.00%	100.00%	153.60
Job Materials	75 Ft. Stereo gold VCR A/V RCA cable	1	42.78		100.00%	100.00%	42.78
Job Materials	TOA A706 9 Ch. 60 Watt mixer amplifier	1	723.00		100.00%	100.00%	723.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	0	85.76	100.00%	0.00%	100.00%	0.00
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	1	869.40		100.00%	100.00%	869.40
Job Materials	75 Ft. UXGA rapid run cable	1	88.35		100.00%	100.00%	88.35
We appreciate your prompt payment.				Total			
NV LIC.# 0045728 BID LIMIT \$150,000.00				Payments/Credits			
				Balance Due			

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
5/19/2011	12666

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

769510-LV-10058

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	5/19/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	Building 3 Room 200						
Job Materials	Samsung 55 inch LCD TV	0	2,430.00		0.00%	0.00%	0.00
Job Materials	Peerless PT660 Tilt mount	0	90.88		0.00%	0.00%	0.00
Job Materials	50 ft. Component video cable	0	56.42		0.00%	0.00%	0.00
Job Materials	TOA A706 9 Ch. 60 watt mixer amplifier	0	723.00		0.00%	0.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	2	85.76		100.00%	100.00%	171.52
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	0	869.40		0.00%	0.00%	0.00
Job Materials	50 Ft. UXGA rapid run cable	0	67.90		0.00%	0.00%	0.00
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	0	13.72		0.00%	0.00%	0.00
Job Materials	14" 70 Lbs 19" rack shelf	0	69.12		0.00%	0.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24		0.00%	0.00%	0.00
Job Materials	Misc. materials	0	50.00		0.00%	0.00%	0.00
Labor	Installation labor	0	1,872.00		0.00%	0.00%	0.00
Job Materials	Screens						
Job Materials	Da-lite boardroom electrol 40725 60" x 80"	0	1,527.68		0.00%	0.00%	0.00
Job Materials	Da-lite boardroom electrol 76736 105" x 140"	0	1,621.71		0.00%	0.00%	0.00
RETAINA...			-10.00%				15,078.08 -1,507.81
					Total		
					\$13,570.27		
					Payments/Credits		
					\$0.00		
					Balance Due		
					\$13,570.27		

NV LIC.# 0045728 BID LIMIT \$150,000.00

HOLD RETENTION
YES NO

21
5-19-11

J56-071

MOJ00255

JA 00004702

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
5/19/2011	12666

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	5/19/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	0	869.40		0.00%	0.00%	0.00
Job Materials	50 ft. UXGA Rapid run cable	0	67.90		0.00%	0.00%	0.00
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	0	13.72		0.00%	0.00%	0.00
Job Materials	14" 70 lbs 19" rack shelf	0	69.12		0.00%	0.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24		0.00%	0.00%	0.00
Job Materials	Misc materials	0	50.00		0.00%	0.00%	0.00
Labor	Installation labor	0	1,872.00		0.00%	0.00%	0.00
Building 2 Room 200							
Job Materials	Samsung 35 inch LCD TV	0	2,430.00		0.00%	0.00%	0.00
Job Materials	Peerless PT660 tilt mount	0	90.88		0.00%	0.00%	0.00
Job Materials	50 ft. Component video cable	0	56.42		0.00%	0.00%	0.00
Job Materials	TOA A706 9 Ch. 60 Watt mixer amplifier	0	723.00		0.00%	0.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	2	85.76		100.00%	100.00%	171.52
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	0	869.40		0.00%	0.00%	0.00
Job Materials	50 ft. UXGA Rapid run cable	0	67.90		0.00%	0.00%	0.00
Job Materials	1.5 Meter rapid run HD15 VGA flying lead	0	13.72		0.00%	0.00%	0.00
Job Materials	14" 70 lbs 19" rack shelf	0	69.12		0.00%	0.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24		0.00%	0.00%	0.00
Job Materials	Misc. materials	0	50.00		0.00%	0.00%	0.00
Labor	Installation labor	0	1,872.00		0.00%	0.00%	0.00
				Total			
				Payments/Credits			
				Balance Due			

NV LIC.# 0045728 BID LIMIT \$150,000.00

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
5/19/2011	12666

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

PO Number	Terms	Due Date	Well Equip Job #
769510	Per Contract	5/19/2011	1729

Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	Peerless PRS-LNV ceiling projector mount	0	153.60		0.00%	0.00%	0.00
Job Materials	75 ft. Stereo gold VCR A/V RCA cable	0	42.78		0.00%	0.00%	0.00
Job Materials	TOA A706 9 Ch. 60 Watt mixer amplifier	0	723.00		0.00%	0.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	4	85.76		100.00%	100.00%	343.04
Job Materials	36" x 19" Equipment rack with solid sides, Plexi front door, flanged back panel, fan kit	0	869.40		0.00%	0.00%	0.00
Job Materials	75 ft. UXGA Rapid run cable	0	88.35		0.00%	0.00%	0.00
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	0	13.72		0.00%	0.00%	0.00
Job Materials	14" 70 lbs 19" Rack shelf	0	69.12		0.00%	0.00%	0.00
Job Materials	Furman M-10 Power distributor	0	42.24		0.00%	0.00%	0.00
Job Materials	Misc. materials	0	50.00		0.00%	0.00%	0.00
Labor	Installation labor for Room 2-516	0	2,496.00		0.00%	0.00%	0.00
Job Materials	Building 1 Room 200						
Job Materials	Samsung 55 inch LCD TV	0	2,430.00		0.00%	0.00%	0.00
Job Materials	Peerless PT660 tilt mount	0	90.88		0.00%	0.00%	0.00
Job Materials	50 ft. Component video cable	0	56.42		0.00%	0.00%	0.00
Job Materials	TOA A706 9 ch. 60 watt mixer amplifier	0	723.00		0.00%	0.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	2	85.76		100.00%	100.00%	171.52

				Total			
NV LIC.# 0045728 BID LIMIT \$150,000.00				Payments/Credits			
				Balance Due			

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
5/19/2011	12666

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

PO Number	Terms	Due Date	Well Equip Job #
769510	Per Contract	5/19/2011	1729

Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Job Materials	1.5 Meter rapid run HD15 VGA flying lead	0	13.72		0.00%	0.00%	0.00
Job Materials	14" 70 LBS 19" Rack shelf	0	69.12		0.00%	0.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24		0.00%	0.00%	0.00
Job Materials	Misc. materials	0	50.00		0.00%	0.00%	0.00
Labor	Installation labor for Room 1-112	0	2,496.00		0.00%	0.00%	0.00
	Building 2 Room 126						
Job Materials	Hitachi CP-X450 multimedia projector	0	1,772.80		0.00%	0.00%	0.00
Job Materials	Peerless CMJ500	0	116.48		0.00%	0.00%	0.00
Job Materials	Peerless PRS-UNV ceiling projector mount	0	153.60		0.00%	0.00%	0.00
Job Materials	75 ft. Stereo gold VCR A/V cable	0	42.78		0.00%	0.00%	0.00
Job Materials	TOA A706 9 Ch. 60 watt mixer amplifier	0	723.00		0.00%	0.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	6	85.76		100.00%	100.00%	514.56
Job Materials	36" x 19" Equipment rack with solid sides, Plexi front door, flanged back panel, fan kit	0	869.40		0.00%	0.00%	0.00
Job Materials	75 ft. UXGA Rapid run cable	0	88.35		0.00%	0.00%	0.00
Job Materials	1.5 Meter rapid run HD 15 VGA flying lead	0	13.72		0.00%	0.00%	0.00
Job Materials	14" 70 Lbs 19" rack shelf	0	69.12		0.00%	0.00%	0.00
Job Materials	Furman M-10 power distributor	0	42.24		0.00%	0.00%	0.00
Job Materials	Misc. materials	0	50.00		0.00%	0.00%	0.00
Labor	Installation labor for room 2-126	0	2,496.00		0.00%	0.00%	0.00
Job Materials	Hitachi CP-X450 Multimedia projector	0	1,772.80		0.00%	0.00%	0.00
Job Materials	Peerless CMJ500	0	116.48		0.00%	0.00%	0.00

				Total			
NV LIC.# 0045728 BID LIMIT \$150,000.00				Payments/Credits			
				Balance Due			

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
5/19/2011	12666

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	5/19/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Labor	Labor for Paging	73	117.00	62.95%	32.59%	95.54%	8,541.00
Job Materials	V-1020C Ceiling speaker	35	34.00	80.11%	19.89%	100.00%	1,190.00
Job Materials	V-9916M Tile/bridge backbox	0	23.46	100.00%	0.00%	100.00%	0.00
Job Materials	Category 5e cable	3,500	0.12	80.11%	19.89%	100.00%	420.00
Job Materials	UR2 Scotch lock (box of 100)	4	18.00	71.43%	28.57%	100.00%	72.00
Job Materials	V-2006A Page control	2	425.39	33.33%	66.67%	100.00%	850.78
Job Materials	300 Pair 110 block with C-4 connecting blocks	13	89.70		100.00%	100.00%	1,166.10
Job Materials	VP-4124 Power supply	0	193.20	30.77%	0.00%	30.77%	0.00
Job Materials	V-9940 Page adapter	2	158.62	33.33%	66.67%	100.00%	317.24
Job Materials	25 Pair female AMP 30 foot tail	3	40.00		100.00%	100.00%	120.00
Job Materials	Misc. materials	3	200.00		100.00%	100.00%	600.00
Job Materials	Building 1 Room 112 Multimedia						
Job Materials	Hitachi CP-X450 Multimedia projector	0	1,772.80		0.00%	0.00%	0.00
Job Materials	Peerless CMJ500	0	116.48		0.00%	0.00%	0.00
Job Materials	Peerless PRS-UNV ceiling projector mount	0	153.60		0.00%	0.00%	0.00
Job Materials	75 Ft. Stereo gold VCR A/V RCA cable	0	42.78		0.00%	0.00%	0.00
Job Materials	TOA A706 9 Ch. 60 Watt mixer amplifier	0	723.00		0.00%	0.00%	0.00
Job Materials	Atlas strategy 6 inch ceiling speaker system (speaker and backbox)	5	85.76		100.00%	100.00%	428.80
Job Materials	36" x 19" Equipment rack with solid sides, plexi front door, flanged back panel, fan kit	0	869.40		0.00%	0.00%	0.00
Job Materials	75 Ft. UXGA rapid run cable	0	88.35		0.00%	0.00%	0.00
				Total			
				Payments/Credits			
				Balance Due			

NV LIC.# 0045728 BID LIMIT \$150,000.00

J56-075

WELL EQUIPMENT, INC.

3137 W. POST ROAD
LAS VEGAS, NV 89118

Progress Invoice

Date	Invoice #
4/14/2011	12652

Bill To
CAM CONSULTING ACCOUNTS PAYABLE 3874 CIVIC CENTER DRIVE NORTH LAS VEGAS, NV 89030

769510-LV-10008

		PO Number	Terms	Due Date	Well Equip Job #		
		769510	Per Contract	5/14/2011	1729		
Item	Description	Qty	Rate	Prior %	Curr %	Total %	Amount
Labor	Labor for Paging	92	117.00	21.88%	41.07%	62.95%	10,764.00
Job Materials	V-1020C Ceiling speaker	92	34.00	27.84%	52.27%	80.11%	3,128.00
Job Materials	V-9916M Tile/bridge backbox	27	23.46	84.66%	15.34%	100.00%	633.42
Job Materials	Category 5e cable	9,200	0.12	27.84%	52.27%	80.11%	1,104.00
Job Materials	UR2 Scotch lock (box of 100)	6	18.00	28.57%	42.86%	71.43%	108.00
RETAINA...	Building 1 Room 112 Multimedia						
	Building 2 Room 126						
	Building 1 Room 200						
	Building 2 Room 200						
	Building 3 Room 200						
	Screens						
			-10.00%				15,737.42
							-1,573.74
				Total		\$14,163.68	
NV LIC.# 0045728 BID LIMIT \$150,000.00				Payments/Credits		\$0.00	
				Balance Due		\$14,163.68	

HOLD RETENTION

YES

NO

71,000.00

17

5-19-11

J56-076

MOJ00260

JA 00004707



CAM CONSULTING
3874 Civic Center Dr.
North Las Vegas, NV 89030-7524
Phone (702) 524-2022
Fax (702) 834-3906

well equipment

MAR 25 2011

PAGE:		DATE:	INVOICE #:
1		03/23/11	#12638
PLEASE REMIT PAYMENT TO:			
Cam Consulting 3874 Civic Center Dr. North Las Vegas, NV 89030-7524			

BILL TO:
Mojave Electric
3755 W. Hacienda
Las Vegas, NV 89118
(702) 798-2970

SHIP TO:
LV Metro Headquarters TI
444 S. Martin Luther King Blvd.
Las Vegas, NV 89101

769510-LV-1000 8
well Equipment
paging System

PO #	RELEASE #		SALESPERSON	
769510				
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
		Per Contract	04/20/11	03/15/11

Item	Description	Qty	Rate	Amount
Labor	Labor for paging	49	\$117.00	\$ 5,733.00
Job Materials	V-1020C Ceiling speaker	49	\$34.00	\$ 1,666.00
Job Materials	V-9916M Tile/bridge backbox	149	\$23.46	\$ 3,495.54
Job Materials	Category 5e cable	4,900	\$0.12	\$ 588.00
Job Materials	UR2 Scotch lock (box of 100)	4	\$18.00	\$ 72.00
Job Materials	V-2006A Page control	1	\$425.39	\$ 425.39
Job Materials	VP-4124 Power supply	4	\$193.20	\$ 772.80
Job Materials	V-9940 Page Adapter	1	\$158.62	\$ 158.62
				\$ 12,911.35
RETAINAGE			-10.00%	(1,291.14)

HOLD RETENTION

YES NO

Processed

4
4.5-11

Subtotal:	\$ 11,620.21
S&H Charges:	
Sales Tax:	
Total:	
1 % Consulting Fee Due:	\$ 116.20
Amount Due:	\$ 11,736.41

CAM CONSULTING, 3874 Civic Center Dr., North Las Vegas, NV 89030-7524 Phone (702) 524-2022 Fax (702) 834-3906

J56-077

MOJ00261

JA 00004708



CONTRACT AGREEMENT

Subcontract # 769510 LV 10012

THIS CONTRACT AGREEMENT is entered into between the parties identified below and on the terms and conditions set forth herein.

DATE OF AGREEMENT: July 20, 2011

CONTRACTOR'S NAME ("Contractor"): Mojave Electric
3755 West Hacienda Street
Las Vegas, NV 89118

CONSULTANT'S NAME ("Consultant"): CAM Consulting
3874 Civic Center Drive
North Las Vegas Nevada 89030

PROJECT NAME AND ADDRESS ("Project"): LV Metro Headquarters TI
444 S Martin Luther King Blvd
Las Vegas Nevada 89101

PROJECT OWNER'S NAME ("Owner"): Project Alta LLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas Nevada 89169

PRIME CONTRACTOR ("Prime"): Penta Building Group
181 E Warm Springs Road
Las Vegas Nevada 89119

RECITALS:

- A. Contractor is under contract with Owner, or has subcontracted with the prime or a higher-tiered Contractor;
- B. Part of the work required to be performed by Contractor on the Project is that which Consultant agrees to perform;
- C. Consultant desires to perform the work and to supply the material and equipment as set forth in this Subcontract and the Subcontract Documents using Consultant's best skill and judgment and to complete the Project on time and on budget.

NOW, THEREFORE, in consideration of the mutual benefits arising therefrom, and for other good and valuable consideration, it is hereby agreed as follows:

ARTICLE 1

Scope of Work, Contract Documents and Miscellaneous Clauses

1.1 Scope of Work:

____ Contractor

1

____ J56-078
Subcontractor

MOJ00262

JA 00004709

1.1.1 Consultant shall perform the following part of the work which Contractor has assumed toward Owner, all in accordance with the prime contract for the project and any higher-tiered Consultant hereinafter referred to as the ("Work" or "Consultant's Work"):

Includes: Supply and install Active numbering system in accordance with the Contract Drawings and Documents dated May 5th, 2010 and Q-matic Quote # MLGGP-113-070710V1 dated July, 7, 2010 copy attached, Electrical Contractor is to install conduit, wire and standard boxes for Subcontractor - Copy of the Contract and Schedule between Electrical Contractor and Penta is included and part of this Contract. Subcontractor is required to supply a Jobsite specific safety program within 30 days of this contract or 2 day prior to having personnel on the Jobsite, whichever comes first. This is a BIM three dimensional coordinated project a copy of the BIM schedule is part of this contract

Excludes: Installation of Raceways, wire and cable, Standard boxes, and Television.

- 1.2 Entire Agreement: This Subcontract and Subcontract Documents constitute the entire agreement between the parties. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Subcontract and superseded hereby. There are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Subcontract unless set forth in writing and signed by both parties hereto.
- 1.3 Modification of Subcontract: This Subcontract shall not be altered, amended, assigned, encumbered or hypothecated by either party without the express written consent of both parties.
- 1.4 Governing Law: The terms and conditions of this Subcontract shall be construed in accordance with and governed by the laws of the State of Nevada.
- 1.5 No Waiver: No action or want of action on the part of Contractor at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be a waiver of any of its rights or remedies hereunder.
- 1.6 Assignment and Subcontracting: Consultant shall not assign and/or transfer this Subcontract nor any funds due hereunder, without the prior written consent of Consultant's surety, if applicable, and Contractor.

ARTICLE 2

- 2.1 Insurance: Before Consultant prepare any Work under this Subcontract he shall provide a Certificate of Insurance evidencing coverage acceptable to Contractor in the amounts either as required by attachment "A" or the Contract Specifications whichever is greater:
- 2.1.1 Workers Compensation: As required by the laws in the State of Nevada, including a Waiver of Subrogation in favor of the Owner, General Contractor and Contractor.
- 2.1.2 General Liability: Commercial General Liability on a occurrence basis (Claims Made coverage not acceptable) insuring bodily injury and property damage against the hazards of Premises and Operations, Products and Complete Operations, Independent Contractor's and Contractual Liability in the following minimum limits of liability:
- Bodily Injury \$1,000,000 each occurrence

____ Contractor

J56-079
____ Subcontractor

and
Property Damage \$2,000,000 aggregate

- 2.1.3 Hazardous Operations: When the Work of this Consultant involves any subsurface activities, the Consultant shall provide liability coverage for explosion, collapse, and underground hazards (XCU) with the manumit limits listed above. Other hazardous operations, as determined by Contractor, may require other coverage and/or higher limits of liability. No Subsidence exclusions accepted.
- 2.1.4 Automobile Liability: Comprehensive Automotive Liability covering owned, hired, and non-owned automobile, with the minimum limits of \$1,000,000 combined.
- 2.2 The Consultant's insurance afforded under 2.1.1 and 2.1.2 above shall include a Completed Operations Additional Insured Endorsement naming Contractor, General Contractor and Owner as Additional Insureds, subject to Nevada State Statues. Additionally, the following clause is to be added: "The insurance afforded to the Additional Insureds is primary insurance, if the Additional Insureds have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."
- 2.3 The Certificate evidencing the above required coverage's shall provide that such coverage not be cancelled or materially reduced expect by written notice to Contractor and the owner at least thirty(30) days prior to the effective date of such cancellation or material reduction in coverage. New or renewal Certificates shall evidence all of the required coverage's.

ARTICLE 3

Consultant Representations

By entering into this Subcontract, Consultant represents and warrants that:

- 3.1 Licensing of Consultant: Consultant is properly licensed by the applicable public agencies, to perform the services included in this Subcontract, as required by law.
- 3.2 Subcontract Price: The Subcontract price, as set forth herein, is the maximum amount to be paid for all Work required on the Project, including all price increases for labor and materials relative to the Work, additional labor and materials for all detail and refinement of the plans and specifications, all foreseen or foreseeable risk, hazards, and difficulties in connection therewith, except as approved by written Change Orders as set forth herein.
- 3.3 Contractor's and Consultant's Authorized Representatives: Consultant shall at all times during the progress of its Work have a representative at the Project who is authorized to receive orders, to make decisions regarding the work to be performed and be responsible for Consultant's total scope of Work. Consultant further understands that the only person empowered by Contractor to issue orders, make decisions and approve change orders is its authorized representative. For the purpose of this Project, Consultant and Contractor's authorized representatives shall be:

Consultant: Angelo Carvalho, President;

Contractor: Debbie Corwin, Project Manager;

- 3.4 Consultant Employee Safety: The Consultant is responsible to work within all the

____ Contractor

3

J56-080
____ Subcontractor

MOJ00264

JA 00004711

parameters of Federal or Nevada State OSHA and all requirements pertain to this Consultants work. Consultant will indemnify the Contractor for all expenses bore by the Contractor to defend itself regarding Federal or Nevada OSHA Fines and Penalties caused by Consultant.

ARTICLE 4

Consultants Duties and Responsibilities

- 4.1 Plans and Drawings: Consultant shall keep at the Project, a current set of plans and drawings updated with as-built conditions.
- 4.2 Permits and Licenses: In performing its work Consultant shall obtain and pay for all permits and fees, and shall obtain all licenses as necessary for carrying on its Work.
- 4.3 Consultant Personnel: Consultant agrees to make available a sufficient number of trained, skilled and qualified personnel, for the production of its Work as required for the timely completion of its Work as directed by Contractor. Consultant acknowledges and agrees time is of the essence.
- 4.4 Safety: Consultant agrees to comply with the requirements of the Contractor's, Prime Contractor's, or the Owner's Safety Policy which ever is more stringent for this project. This includes the Drug testing requirements.

ARTICLE 5

Consultant Price and Payment

- 5.1 Subcontractor Price: The total amount to be paid by Contractor for furnishing all labor, materials, equipment and services of every kind or nature, for the proper and timely completion of all Work to be performed by Subcontractor on the Project is:
Forty-one thousand five hundred fifty dollars (\$41,550.00).
- 5.2 Progress Payments: By no later than the 20th day of each month, Subcontractor shall submit a Payment Request to Contractor for payment. Payment shall be remitted ten (10) days after receipt of payment by Contractor from Owner. Receipt of payment from Owner is a condition precedent to payment by Contractor to Subcontractor or Contractor shall pay to Subcontractor ninety percent (90%) of the payment request (ten percent (10%) to be held as retainage). No Progress Payment shall be construed to constitute acceptance of any part of Subcontractor's Work.
- 5.3 Final Completion and Final Payment:
 - 5.3.1 On receipt of Subcontractor's Request for final payment and inspection of work, Contractor will process the Payment Request. FINAL PAYMENT SHALL BE MADE TO SUBCONTRACTOR THIRTY (30) DAYS AFTER THE LAST OF THE FOLLOWING TO OCCUR: (1) THE DATE ALL WORK TO BE PERFORMED BY CONTRACTOR HAS BEEN COMPLETED; OR (2) ALL CONDITIONS PRECEDENT TO SUBCONTRACTOR'S RIGHT TO PAYMENT HAVE BEEN SATISFIED, INCLUDING BUT NOT LIMITED TO, CONTRACTORS' RECEIPT OF PAYMENT FROM OWNER.
 - 5.3.2 The acceptance of final payment by Consultant constitutes Consultant's waiver of any and all claims including, but not limited to, claims for extra work or materials, disruption, hindrance, delay, suspension, acceleration, differing site conditions, changes in scope,

____ Contractor

J56-081
____ Subcontractor

payment delay, termination or interruption that may exist or may hereafter accrue against Contractor, Owner or the Property.

ARTICLE 6

Changes in the Work and Claims

- 6.1 Alteration to Plans or Scope of Work: Owner and Contractor may make changes in the drawings, specifications and the scope of Work. Consultant agrees to make all changes to the Work either as additions or deletions, and to perform all changed work that Contractor may require pursuant to this Article, and the same shall not nullify this Subcontract.
- 6.2 Changes:
- 6.2.1 To be valid, all claims for changes, including but not limited to, claims for extra work, materials and Work Schedule extensions, whether directed by Contractor or Owner, shall be evidence by a written "Change Order" in a form designated by Contractor and signed by the authorized representative of Contractor and Consultant. Consultant agrees that if Consultant proceeds with any change (other than those involving no increase in the Subcontract Price or Work Schedule) before receiving written authorization to do so ("Unapproved Changes"), regardless of whether the change was ordered by the Owner's and/or Contractor's authorized representative, Consultant shall be deemed to have waived any claim for additional compensation. Consultant's procurement of advance written authorization from Contractor's authorized representative is a "condition precedent" to Contractor's obligation to pay Consultant for any change or to extend the Work Schedule. Contractor's payment of any change without execution of a written Change Order does not constitute a continuing waiver of the requirement that all changes be approved by Contractor in writing.

ARTICLE 7

Termination of the Subcontract

- 7.1 Termination of Subcontract:
- 7.1.1 If in the opinion of Contractor, any of the following events occur, Contractor may terminate this Subcontract, if Consultant has not cured the default within seventy two (72) hours of Contractor's written notice to cure or correct:
- (a) Consultant refuses or fails to replace and/or repair defective material or Work;
 - (b) Consultant refuses or fails to provide sufficient properly skilled workers, adequate supervision or materials of the proper quality;
 - (c) Consultant causes, by any action or omission, the stoppage or delay of or interference with the work of Contractor or any of its Consultants;
 - (d) Consultant refuses or fails to prosecute the Work required by this Subcontract in a diligent, efficient, timely, workmanlike, skillful and careful manner;
 - (e) Consultant fails to prosecute its Work according to Contractor's Work Schedule;
 - (f) Consultant fails to make prompt payments to its Consultants, suppliers or

laborers or fails to provide Lien Waivers and Releases;

- (g) Consultant violates or fails to comply with any covenant or condition contained in this Subcontract;
- (h) Consultant makes a general assignment : for the benefit of its creditors, or a receiver is appointed for the benefit of Consultant's creditors or Consultant files bankruptcy; and
- (i) Consultant fails to maintain SIIS, Public liability or Property Damage Insurance as required herein.

ARTICLE 8

Settlement of Disputes

- 8.1 Dispute Resolution Procedure: In the event a dispute arises relating to Consultant's Work, including change order Contractor shall issue a decision which shall be followed by Consultant, without interruption, deficiency, or delay. If Consultant does not agree with such decision, the matter shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules.

ARTICLE 9

Service of Notice

- 9.1 Any and all notices, demands or request required or appropriate under this Subcontract shall be given in writing either by personal delivery, registered or certified mail (return receipt requested) or by facsimile to the address as set forth in this agreement.

IN WITNESS WHEREOF, Contractor and Consultant have executed this Subcontract as of the day and year first above written.

Contractor

Consultant

By: _____

By: _____

Title: Peter R. Fergen, VP Project Development

Title: Angelo Carvahlo, President

NV State License No.: N/A

____ Contractor

J56-083
____ Subcontractor

ATTACHMENT 'A'

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
PRODUCER (702) 368-1144 FAX: (702) 368-1155 Harris Insurance 5105 S Durango Drive Suite 100 Las Vegas NV 89113			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED ABC Contractor 9999 Main Street Your City NV 99999			INSURERS AFFORDING COVERAGE		NAIC #	
			INSURER A: ABC Insurance Co			
			INSURER B: DEF Insurance Co			
			INSURER C: GHI Insurance Co			
			INSURER D: JKL Insurance Co			
			INSURER E:			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> IND <input type="checkbox"/> LOC	123456789	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 300,000 MED EXP (Per occurrence) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPOUND AGG \$ 2,000,000 Employee Benefits \$ 1,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	123456790	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - PA ACCIDENT \$ OTHER THAN PA ACCIDENT \$ AUTO ONLY: AGG \$	
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$	123456990	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	123456991	01/01/07	01/01/08	<input checked="" type="checkbox"/> W/STAIN <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROJECT NAME CERTIFICATE HOLDER & (ALL OTHERS AS DESCRIBED IN CONTRACT) ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED CG2010 11/85 (OR ITS EQUIVALENT) ON A PRIMARY/NON CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION PER ATTACHED FORM #8. EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM.						
CERTIFICATE HOLDER			CANCELLATION			
MOJAVE ELECTRIC 3755 W HACIENDA AVE LAS VEGAS, NV 89110			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

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Page 1 of 2

____ Contractor

7

____ J56-084
Subcontractor

MOJ00268
JA 00004715

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

____ Contractor

____ J56-085
Subcontractor

MOJ00269

JA 00004716

NON EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM. INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED. ANY FUTURE PROGRESS PAYMENTS WILL BE HELD UNTIL PROPER COVERAGE IS RECEIVED.

As the insurance agent of record for the below stated policy, I certify that said policies do NOT contain any of the following exclusions:

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

General Liability Policy #: _____

Umbrella Policy #: _____

INITIAL

_____ Timeshare Operations: the policy does not contain any exclusions or limitations for Timeshare construction.

_____ Condominium Operations: the policy does not contain any exclusions or limitations for condominium, multi-family or other attached residential construction.

_____ Subsidence Coverage: No exclusions or limitations for subsidence.

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Pollution Coverage

_____ BFS Exclusion.

Explain Exceptions: _____

Job Description #: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Agency: _____

Address: _____

City, State & Zip: _____

_____ Contractor

_____ J56-086
Subcontractor

MOJ00270
JA 00004717



CONSULTANT AGREEMENT

Subcontract # 769510 SEC 10012

THIS SUBCONTRACT AGREEMENT is entered into between the parties identified below and on the terms and conditions set forth herein.

DATE OF AGREEMENT: August 7, 2010

CONSULTANT'S NAME ("Consultant"): CAM Consulting
3874 Civic Center Drive
North Las Vegas, Nevada 89030

SUBCONTRACTOR'S NAME ("Subcontractor"): Q-Matic Corporation
95 Underwood Road
Fletcher, North Carolina 28732

ELECTRICAL CONTRACTOR'S NAME ("Contractor"): Mojave Electric
3755 West Hacienda Street
Las Vegas, NV 89118

PROJECT NAME AND ADDRESS ("Project"): LV Metro Headquarters TI
444 S Martin Luther King Blvd
Las Vegas Nevada 89101

PROJECT OWNER'S NAME ("Owner"): Project Alta LLC
3883 Howard Hughes Parkway, Suite 800
Las Vegas Nevada 89169

PRIME CONTRACTOR ("Prime"): Penta Building Group
181 E Warm Springs Road
Las Vegas Nevada 89119

RECITALS:

- A. Consultant is under contract with Owner, or has subcontracted with the prime or a higher-tiered subcontractor;
- B. Part of the work required to be performed by Consultant on the Project is that which Subcontractor agrees to perform;
- C. Subcontractor desires to perform the work and to supply the material and equipment as set forth in this Subcontract and the Subcontract Documents using Subcontractor's best skill and judgment and to complete the Project on time and on budget.

NOW, THEREFORE, in consideration of the mutual benefits arising therefrom, and for other good and valuable consideration, it is hereby agreed as follows:

ARTICLE 1

____ Contractor

1

____ J56-087
Subcontractor

MOJ00271

JA 00004718

Scope of Work, Contract Documents and Miscellaneous Clauses

1.1 Scope of Work:

- 1.1.1 Subcontractor shall perform the following part of the work which Contractor has assumed toward Owner, all in accordance with the prime contract for the project and any higher-tiered subcontractor hereinafter referred to as the ("Work" or "Subcontractor's Work"):

Includes: Supply and install Active numbering system in accordance with the Contract Drawings and Documents dated May 5th, 2010 and Q-matic Quote # MLGGP-113-070710V1 dated July, 7, 2010 copy attached, Electrical Contractor is to install conduit, wire and standard boxes for Subcontractor - Copy of the Contract and Schedule between Electrical Contractor and Penta is included and part of this Contract. Subcontractor is required to supply a Jobsite specific safety program within 30 days of this contract or 2 day prior to having personnel on the Jobsite, whichever comes first. This is a BIM three dimensional coordinated project a copy of the BIM schedule is part of this contract.

Excludes: Installation of Raceways, wire and cable, Standard boxes, and Television.

- 1.2 Entire Agreement: This Subcontract and Subcontract Documents constitute the entire agreement between the parties. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Subcontract and superseded hereby. There are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Subcontract unless set forth in writing and signed by both parties hereto.
- 1.3 Modification of Subcontract: This Subcontract shall not be altered, amended, assigned, encumbered or hypothecated by either party without the express written consent of both parties.
- 1.4 Governing Law: The terms and conditions of this Subcontract shall be construed in accordance with and governed by the laws of the State of Nevada.
- 1.5 No Waiver: No action or want of action on the part of Contractor at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be a waiver of any of its rights or remedies hereunder.
- 1.6 Assignment and Subcontracting: Subcontractor shall not assign and/or transfer this Subcontract nor any funds due hereunder, without the prior written consent of Subcontractor's surety, if applicable, and Contractor.

ARTICLE 2

- 2.1 Insurance: Before Subcontractor prepare any Work under this Subcontract he shall provide a Certificate of Insurance evidencing coverage acceptable to Contractor in the amounts either as required by attachment "A" or the Contract Specifications whichever is greater:
- 2.1.1 Workers Compensation: As required by the laws in the State of Nevada, including a Wavier of Subrogation in favor of the Owner, General Contractor and Contractor.
- 2.1.2 General Liability: Commercial General Liability on a occurrence basis (Claims Made coverage

____ Contractor

J56-088
____ Subcontractor

not acceptable) insuring bodily injury and property damage against the hazards of Premises and Operations, Products and Complete Operations, Independent Contractor's and Contractual Liability in the following minimum limits of liability:

Bodily Injury	\$1,000,000 each occurrence
and	and
Property Damage	\$2,000,000 aggregate

2.1.3 Hazardous Operations: When the Work of this Subcontractor involves any subsurface activities, the Subcontractor shall provide liability coverage for explosion, collapse, and underground hazards (XCU) with the manumit limits listed above. Other hazardous operations, as determined by Contractor, may require other coverage and/or higher limits of liability. No Subsidence exclusions accepted.

2.1.4 Automobile Liability: Comprehensive Automotive Liability covering owned, hired, and non-owned automobile, with the minimum limits of \$1,000,000 combined.

2.2 The Subcontractor's insurance afforded under 2.1.1 and 2.1.2 above shall include a Completed Operations Additional Insured Endorsement naming Contractor, General Contractor and Owner as Additional Insured's, subject to Nevada State Statues. Additionally, the following clause is to be added: "The insurance afforded to the Additional Insured's is primary insurance, if the Additional Insured's have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."

2.3 The Certificate evidencing the above required coverage's shall provide that such coverage not be cancelled or materially reduced expect by written notice to Contractor and the owner at least thirty(30) days prior to the effective date of such cancellation or material reduction in coverage. New or renewal Certificates shall evidence all of the required coverage's.

ARTICLE 3

Subcontractor Representations

By entering into this Subcontract, Subcontractor represents and warrants that:

- 3.1 Licensing of Subcontractor: Subcontractor is properly licensed by the applicable public agencies, to perform the services included in this Subcontract, as required by law.
- 3.2 Subcontract Price: The Subcontract price, as set forth herein, is the maximum amount to be paid for all Work required on the Project, including all price increases for labor and materials relative to the Work, additional labor and materials for all detail and refinement of the plans and specifications, all foreseen or foreseeable risk, hazards, and difficulties in connection therewith, except as approved by written Change Orders as set forth herein.
- 3.3 Contractor's and Subcontractor's Authorized Representatives: Subcontractor shall at all times during the progress of its Work have a representative at the Project who is authorized to receive orders, to make decisions regarding the work to be performed and be responsible for Subcontractor's total scope of Work. Subcontractor further understands that the only person empowered by Contractor to issue orders, make decisions and approve change orders is its authorized representative. For the purpose of this Project, Subcontractor and Contractor's authorized representatives shall be:

Subcontractor: Michael Greenstien, Sales Representative, 530-620-7939;

____ Contractor

J56-089
____ Subcontractor

Consultant: Angelo Carvahlo, President, 702-524-2022;

Electrical Contractor: Debbie Corwin, Project Manager, 702-807-2080;

- 3.4 Subcontractor Employee Safety: The Subcontractor is responsible to work within all the parameters of Federal or Nevada State OSHA and all requirements pertain to this Subcontractors work. Subcontractor will indemnify the Contractor for all expenses bore by the Contractor to defend itself regarding Federal or Nevada OSHA Fines and Penalties caused by Subcontractor.

ARTICLE 4

Subcontractors Duties and Responsibilities

- 4.1 Plans and Drawings: Subcontractor shall keep at the Project, a current set of plans and drawings updated with as-built conditions.
- 4.2 Permits and Licenses: In performing its work Subcontractor shall obtain and pay for all permits and fees, and shall obtain all licenses as necessary for carrying on its Work.
- 4.3 Subcontractor Personnel: Subcontractor agrees to make available a sufficient number of trained, skilled and qualified personnel, for the production of its Work as required for the timely completion of its Work as directed by Contractor. Subcontractor acknowledges and agrees time is of the essence.
- 4.4 Safety: Subcontractor agrees to comply with the requirements of the Contractor's, Prime Contractor's, or the Owner's Safety Policy which ever is more stringent for this project. This includes the Drug testing requirements.

ARTICLE 5

Subcontractor Price and Payment

- 5.1 Subcontractor Price: The total amount to be paid by Contractor for furnishing all labor, materials, equipment and services of every kind or nature, for the proper and timely completion of all Work to be performed by Subcontractor on the Project is: **Forty-one thousand one hundred thirty-eight dollars (\$41,138.00).** 41,138.00
- 5.2 Progress Payments: By no later than the 20th day of each month, Subcontractor shall submit a Payment Request to Contractor for payment. Payment shall be remitted ten (10) days after receipt of payment by Contractor from Owner. Receipt of payment from Owner is a condition precedent to payment by Contractor to Subcontractor or Contractor shall pay to Subcontractor ninety percent (90%) of the payment request (ten percent (10%) to be held as retainage). No Progress Payment shall be construed to constitute acceptance of any part of Subcontractor's Work.
- 5.3 Final Completion and Final Payment:
- 5.3.1 On receipt of Subcontractor's Request for final payment and inspection of work, Contractor will process the Payment Request. FINAL PAYMENT SHALL BE MADE TO SUBCONTRACTOR THIRTY (30) DAYS AFTER THE LAST OF THE FOLLOWING TO OCCUR: (1) THE DATE ALL WORK TO BE PERFORMED BY CONTRACTOR HAS BEEN COMPLETED; OR (2) ALL CONDITIONS PRECEDENT TO SUBCONTRACTOR'S RIGHT

____ Contractor

J56-090
____ Subcontractor

TO PAYMENT HAVE BEEN SATISFIED, INCLUDING BUT NOT LIMITED TO,
CONTRACTORS' RECEIPT OF PAYMENT FROM OWNER.

- 5.3.2 The acceptance of final payment by Subcontractor constitutes Subcontractor's waiver of any and all claims including, but not limited to, claims for extra work or materials, disruption, hindrance, delay, suspension, acceleration, differing site conditions, changes in scope, payment delay, termination or interruption that may exist or may hereafter accrue against Contractor, Owner or the Property.

ARTICLE 6

Changes in the Work and Claims

- 6.1 Alteration to Plans or Scope of Work: Owner and Contractor may make changes in the drawings, specifications and the scope of Work. Subcontractor agrees to make all changes to the Work either as additions or deletions, and to perform all changed work that Contractor may require pursuant to this Article, and the same shall not nullify this Subcontract.
- 6.2 Changes:
- 6.2.1 To be valid, all claims for changes, including but not limited to, claims for extra work, materials and Work Schedule extensions, whether directed by Contractor or Owner, shall be evidenced by a written "Change Order" in a form designated by Contractor and signed by the authorized representative of Contractor and Subcontractor. Subcontractor agrees that if Subcontractor proceeds with any change (other than those involving no increase in the Subcontract Price or Work Schedule) before receiving written authorization to do so ("Unapproved Changes"), regardless of whether the change was ordered by the Owner's and/or Contractor's authorized representative, Subcontractor shall be deemed to have waived any claim for additional compensation. Subcontractor's procurement of advance written authorization from Contractor's authorized representative is a "condition precedent" to Contractor's obligation to pay Subcontractor for any change or to extend the Work Schedule. Contractor's payment of any change without execution of a written Change Order does not constitute a continuing waiver of the requirement that all changes be approved by Contractor in writing.

ARTICLE 7

Termination of the Subcontract

- 7.1 Termination of Subcontract:
- 7.1.1 If in the opinion of Contractor, any of the following events occur, Contractor may terminate this Subcontract, if Subcontractor has not cured the default within seventy two (72) hours of Contractor's written notice to cure or correct:
- (a) Subcontractor refuses or fails to replace and/or repair defective material or Work;
 - (b) Subcontractor refuses or fails to provide sufficient properly skilled workers, adequate supervision or materials of the proper quality;
 - (c) Subcontractor causes, by any action or omission, the stoppage or delay of or interference with the work of Contractor or any of its Subcontractors;
 - (d) Subcontractor refuses or fails to prosecute the Work required by this Subcontract

____ Contractor

5

____ J56-091
Subcontractor

MOJ00275

JA 00004722

in a diligent, efficient, timely, workmanlike, skillful and careful manner;

- (e) Subcontractor fails to prosecute its Work according to Contractor's Work Schedule;
- (f) Subcontractor fails to make prompt payments to its Subcontractors, suppliers or laborers or fails to provide Lien Waivers and Releases;
- (g) Subcontractor violates or fails to comply with any covenant or condition contained in this Subcontract;
- (h) Subcontractor makes a general assignment : for the benefit of its creditors, or a receiver is appointed for the benefit of Subcontractor's creditors or Subcontractor files bankruptcy; and
- (i) Subcontractor fails to maintain SIRS, Public liability or Property Damage Insurance as required herein.

ARTICLE 8

Settlement of Disputes

- 8.1 Dispute Resolution Procedure: In the event a dispute arises relating to Subcontractor's Work, including change order Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, the matter shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules.

ARTICLE 9

Service of Notice

- 9.1 Any and all notices, demands or request required or appropriate under this Subcontract shall be given in writing either by personal delivery, registered or certified mail (return receipt requested) or by facsimile to the address as set forth in this agreement.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Subcontract as of the day and year first above written.

Consultant

Subcontractor

By: _____

By: _____

Title: Angelo Carvahlo, President;

Title: _____

NV State License No.: _____

____ Contractor

J56-092
____ Subcontractor

ATTACHMENT 'A'

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 9/12/2007	
PRODUCER (702) 368-1144 FAX: (702) 368-1155 Harris Insurance 5105 S Durango Drive Suite 100 Las Vegas NV 89113				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ABC Contractor 9999 Main Street Your City NV 99999				INSURERS AFFORDING COVERAGE INSURER A: ABC Insurance Co INSURER B: DEF Insurance Co INSURER C: GHI Insurance Co INSURER D: JKL Insurance Co INSURER E:	
				NAIC#	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
POLICY NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> YEAR <input type="checkbox"/> 100	123456789	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Per occurrence) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPOSP AGG \$ 2,000,000 Employee Benefits 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	123456790	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA AGG \$ AGG \$
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	12345990	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Yes, describe under SPECIAL PROVISIONS below OTHER	12345991	01/01/07	01/01/08	<input checked="" type="checkbox"/> NO STATUS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROJECT NAME CERTIFICATE HOLDER & (ALL OTHERS AS DESCRIBED IN CONTRACT) ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED CG2010 11/85 (OR ITS EQUIVALENT) ON A PRIMARY/NON CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION PER ATTACHED FORM #8. *EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM.					
CERTIFICATE HOLDER MOJAVE ELECTRIC 3755 W HACIENDA AVE LAS VEGAS, NV 89118			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

 ACORD 26 (2001/08)
 IN8026 (01/04) 08x

 © ACORD CORPORATION 1980
 Page 1 of 2

Contractor

7

 J56-093
 Subcontractor

 MOJ00277
 JA 00004724

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

____ Contractor

J56-094
____ Subcontractor

MOJ00278

JA 00004725

NON EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM. INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED. ANY FUTURE PROGRESS PAYMENTS WILL BE HELD UNTIL PROPER COVERAGE IS RECEIVED.

As the insurance agent of record for the below stated policy, I certify that said policies do NOT contain any of the following exclusions:

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

General Liability Policy #: _____

Umbrella Policy #: _____

INITIAL

_____ Timeshare Operations: the policy does not contain any exclusions or limitations for Timeshare construction.

_____ Condominium Operations: the policy does not contain any exclusions or limitations for condominium, multi-family or other attached residential construction.

_____ Subsidence Coverage: No exclusions or limitations for subsidence.

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Pollution Coverage

_____ EIFS Exclusion.

Explain Exceptions: _____

Job Description #: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Agency: _____

Address: _____

City, State & Zip: _____

_____ Contractor

J56-095
_____ Subcontractor

MOJ00279

JA 00004726

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

____ Contractor

8

____ J56-096
Subcontractor

MOJ00280

JA 00004727

3755 W. Hacienda Avenue
Las Vegas, Nevada 89118-1755
(702) 798-2970 - FAX (702) 798-3740

PURCHASE ORDER CHANGE

Change Order # 2

DATE: August 23, 2011

TO: CAM Consulting c/o Q-Matic Corp
ATTN: Angelo Carvalho/ Michael Greenstein
Phone: (530) 620-7939

FROM: LV Metro Headquarters TI

RE: 769510-SEC-10012

PO #: Crystal Teissedre

PER APPROVED SUBMITTALS

*** SIGN ACKNOWLEDGEMENT BELOW AND RETURN.**

[illegible]

- ☐ For Immediate Release TO MOJAVE JOBSITE
☐ Hold for Release
☐ For Return
☒ Other:

ADD ☒

DEDUCT ☐

SUBTOTAL	\$ 580.00
TAX 8.10%	
TOTAL	\$ 580.00

Please Acknowledge: *

Date: 29/11

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

Mojave Electric BY:

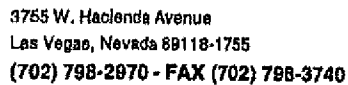
Title: PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

J56-097

MOJ00281

JA 00004728



Change Order # 1

TO: CAM Consulting c/o Q-Matic Corp
ATTN: Angelo Carvalho/ Michael Greenstein
Phone: (530) 620-7939

RE: 769510-SEC-10012

PER APPROVED SUBMITTALS

* SIGN ACKNOWLEDGEMENT BELOW AND RETURN.

Please Acknowledge: [Signature] Date: 29.11

You are hereby authorized to increase and/or decrease the quantities and the amounts as indicated.

Molave Electric BY: [Signature] Title: PROJECT MANAGER

Original: Supplier Yellow: A.R. Pink: LPO File Gold: O.M.

MOJ00282

JA 00004729



Q-Matic Corporation
95 Underwood Road

Fletcher, NC 28732
United States
(828) 209-1000 Ext. 0000

Invoice SC0012778
Date 9/20/2011
Page 4

Mojave Electric
3755 W Hacienda Ave.
Las Vegas, NV 89118-1755
Attn: Debbie Corwin

100819
CAM Consulting
444 S. Martin Luther King Blvd

Las Vegas NV 89101
Attn: Las Vegas Metro Police Dept.

Purchase Order No. SUBCONTRACT # 76961		Customer ID CAMCONSU		Salesperson ID 17	Shipping Method UPS GROUND	Payment Terms 1%/20; Net 30	Master No. 46,506	
Ordered	Shipped	B/O	Item Number	Description			Unit Price	Ext. Price
1	1	0	TR9085	Startup Training - Up To 4 Hours			\$500.00	\$500.00
41	41	0	IN9090	Installation Services - Hourly			\$125.00	\$5,125.00
1	1	0	TR9090	Travel and Expenses-Installation			\$2,131.78	\$2,131.78
1	1	0	LG0001	English (Included with voice unit at no			\$0.00	\$0.00
1	1	0	CS9068	Software Configuration			\$750.00	\$750.00
2	2	0	WT9000	Extended Warranty Period:			\$879.89	\$1,759.78
1	1	0	KIT:	Audio/VGA Video over Cat5 - Single TV			\$271.14	\$271.14

PROCESSED

02-236 11-9-11
DE

Acct# 1024203157 TAX ID # 36-3545811
Routing# 043000096

SIX MONTHS ORIGINAL WARRANTY

Subtotal \$40,904.31
Misc \$0.00
Tax \$0.00
Freight J58-0093
Discount \$238.89
Less Deposit \$0.00
MOJAVE

JA 00004730



Q-Matic Corporation
95 Underwood Road

Fletcher, NC 28732
United States
(828) 209-1000 Ext. 0000

Invoice SC0012778
Date 9/20/2011
Page 3

SEP 26 2011

Mojave Electric
3755 W Hacienda Ave.
Las Vegas, NV 89118-1755
Attn: Debbie Corwin

100819
CAM Consulting
444 S. Martin Luther King Blvd

Las Vegas NV 89101
Attn: Las Vegas Metro Police Dept.

Purchase Order No. SUBCONTRACT # 76951		Customer ID CAMCONSU		Salesperson ID 17	Shipping Method UPS GROUND	Payment Terms 1%/20; Net 30	Master No. 46,506	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	1	0	930021	Signboard for 948/1664/864	\$0.00	\$0.00		
1	1	0	99900438	Vinyl Installation Documentation Holder	\$0.00	\$0.00		
1	1	0	99900474	Q-Matic Suite Reception Desk Quick Guid	\$0.00	\$0.00		
1	1	0	99900475	Q-Matic Suite Counter User Quick Guide	\$0.00	\$0.00		
1	1	0	99900481	Q-Matic Suite Reception Cheat Sheet	\$0.00	\$0.00		
1	1	0	99900482	Q-Matic Suite Counter Cheat Sheet	\$0.00	\$0.00		
1	1	0	TEXT:	Now Serving Window	\$0.00	\$0.00		
18	18	0	TEXT:	Window 1 - 18	\$0.00	\$0.00		
1,000	1,000	0	99900008	Cable 22 AWG 3 Pr Teflon	\$0.00	\$0.00		
1	1	0	99900403	Audio / VGA Video over Cat5 - 4 Port Tra	\$0.00	\$0.00		
3	3	0	99900404	Audio / VGA Video over Cat5 - Receiver	\$0.00	\$0.00		
20	20	0	99900516	I-CPN - Drywall Ceiling Fixture for LED	\$0.00	\$0.00		
1	1	0	213204	I-CPN - Qmatic TP Ticket Printer Table S	\$0.00	\$0.00		
1	1	0	110710	I-CPN - Suite Software 2.0 Base License	\$0.00	\$0.00		
1	1	0	110675	I-CPN - Option for Qmatic Monitor - TV I	\$0.00	\$0.00		
1	1	0	SCC001	System Configuration Call - Off Site Pho	\$600.00	\$600.00		

J56-100

MOJ00284
JA 00004731



Q-Matic Corporation
95 Underwood Road

Fletcher, NC 28732
United States
(828) 209-1000 Ext. 0000

Invoice SC0012778
Date 9/20/2011
Page 2

SEP 20 2011

Mojave Electric
3755 W Hacienda Ave.
Las Vegas, NV 89118-1755
Attn: Debbie Corwin

100819
CAM Consulting
444 S. Martin Luther King Blvd

Las Vegas NV 89101
Attn: Las Vegas Metro Police Dept.

Purchase Order No. SUBCONTRACT # 76951		Customer ID CAMCONSU	Salesperson ID 17	Shipping Method UPS GROUND	Payment Terms 1%/20; Net 30	Master No. 46,506
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
3	3	0	100930	Qmatic Power Supply PS6A	\$209.60	\$628.80
2	2	0	99900394	UPS Battery Backup	\$96.00	\$192.00
1	1	0	99900262	6ft VGA Video Cable M/F	\$0.00	\$0.00
1	1	0	99900412	6' M/M VGA Cable	\$0.00	\$0.00
2	2	0	99900413	3.5mm Stereo Audio Cable	\$0.00	\$0.00
1	1	0	99900398	Audio / VGA Video over Cat5 - Single TV	\$0.00	\$0.00
3	3	0	100935	Wall Bracket for CP0930	\$0.00	\$0.00
21	21	0	99900020	Data Cable	\$0.00	\$0.00
1	1	0	99900343	Network Patch Cable	\$0.00	\$0.00
24	24	0	99900024	Jack	\$0.00	\$0.00
3	3	0	99900047	99900047 Power Cord	\$0.00	\$0.00
1	1	0	99900201	Y-Adapter for Voice Unit	\$0.00	\$0.00
20	20	0	2260201	Display Bracket	\$0.00	\$0.00
38	38	0	2260106	Signboard Connector	\$0.00	\$0.00
20	20	0	2350201	Display Galaxy Connector / 50 Pcs.	\$0.000	\$0.00
18	18	0	930001	Signboard for 924/1632/832	\$0.00	\$0.00

J56-101

MOJ00285

JA 00004732



Invoice SC0012778

Date 9/20/2011

Page 1

Q-Matic Corporation

95 Underwood Road

Fletcher, NC 28732

United States

(828) 209-1000 Ext. 0000

SEP 20 2011

Mojave Electric
3755 W Hacienda Ave.
Las Vegas, NV 89118-1755
Attn: Debbie Corwin

100819
CAM Consulting
444 S. Martin Luther King Blvd

Las Vegas NV 89101
Attn: Las Vegas Metro Police Dept.

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Master No.
SUBCONTRACT # 76951		CAMCONSU		17	UPS GROUND	1%/20; Net 30	46,506
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	110600	I-CPN - Q-Win Software	\$4,348.72	\$4,348.72	
1	1	0	110672	I-CPN - SOFTWARE S,Q-MATIC MONITOI	\$3,272.94	\$3,272.94	
1	1	0	110673	I-CPN - Qmatic Monitor Additional Player	\$0.00	\$0.00	
1	1	0	110711	I-CPN - Qmatic Suite Branch License	\$576.56	\$576.56	
18	18	0	110712	I-CPN - Qmatic Suite Front Office/Back O	\$285.95	\$5,147.10	
1	1	0	110210	Q-Win USB Hardware Interface for QS	\$533.72	\$533.72	
1	1	0	213031	Qmatic TP3110 Client Ticket Printer	\$3,248.50	\$3,248.50	
1	1	0	213205	I-RA - Qmatic TP Ticket Printer Wall Bra	\$97.44	\$97.44	
1	1	0	900085	TP Thermal Tickets (24 rolls @ 2,000 tic	\$437.00	\$437.00	
1	1	0	340401	D948R Matrix Display (Red)	\$906.05	\$906.05	
18	18	0	340301	D924R Matrix Display (Red)	\$514.68	\$9,264.24	
1	1	0	112014	Qmatic Main Connection Box	\$101.60	\$101.60	
2	2	0	112018	Qmatic Power Connection Box	\$92.00	\$184.00	
1	1	0	117020	Qmatic VU2187 Automatic Announcer	\$537.96	\$537.96	
3	3	0	99900257	Drop Ceiling Speaker Assembly (Includes	\$40.00	\$120.00	
1	1	0	99900200	Voice Amplifier	\$169.98	\$169.98	

J56-102

MOJ00286

JA 00004733



Q-Matic Corporation
95 Underwood Road

Fletcher, NC 28732
United States
(828) 209-1000 Ext. 0000

Invoice SC0012776
Date 9/19/2011
Page 2

SEP 16 2011

BILL TO
Mojave Electric
3755 W. Hacienda Ave.

Las Vegas NV 89118-1755
Attn: Debbie Corwin

100819
Mojave Electric
444 S Martin L King Blvd

Las Vegas NV 89106-4372
Attn: Las Vegas Metro Police Departme

Purchase Order No. CHANGE ORDER 4		Customer ID MOJAVELE		Salesperson ID 17	Shipping Method UPS GROUND	Payment Terms 1%/20; Net 30	Master No. 46,504	
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price	
1	1	0	99900505	1-Outlet Surge Protector		\$0.00	\$0.00	
500	500	0	99900008	I-CPN - Cable 22 AWG 3 Pr Teflon		\$0.00	\$0.00	
1	1	0	HW9024	Hardware, Signage and Cabling		\$600.00	\$600.00	
1	1	0	TRN9	Suite / Calendar Training (2 days on sit		\$2,400.00	\$2,400.00	
6	6	0	IN9090	Installation Services - Hourly		\$125.00	\$750.00	
1	1	0	TR9090	Travel and Expenses-Installation		\$149.48	\$149.48	
1	1	0	WT9000	Extended Warranty Period:		\$262.35	\$262.35	
1	1	0	KIT:	Audio / VGA Video over Cat5 - 4 Port Tra		\$432.56	\$432.56	
2	2	0	KIT:	Audio / VGA Video over Cat5 - Receiver		\$266.96	\$533.92	

Processed

02-236 11-9-11

Acct# 1024203157
Routing# 043000096

TAX ID # 36-3545811

SIX MONTHS ORIGINAL WARRANTY

Subtotal	\$10,406.87
Misc	\$0.00
Tax	\$347.55
Freight	\$55.13
Discount	\$55.13
Less Deposit	\$0.00
Total	\$10,132.36

MOJ00287
JA 00004734



Invoice SC0012776

Date 9/19/2011

Page 1

Q-Matic Corporation

95 Underwood Road

Fletcher, NC 28732

United States

(828) 209-1000 Ext. 0000

SEP 26 2011

BILL TO

Mojave Electric

3755 W. Hacienda Ave.

Las Vegas NV 89118-1755

Attn: Debbie Corwin

100819

Mojave Electric

444 S Martin L King Blvd

Las Vegas NV 89106-4372

Attn: Las Vegas Metro Police Department

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Master No.	
CHANGE ORDER 4		MOJAVELE		17	UPS GROUND	1%/20; Net 30	46,504	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	1	0	110403	Qmatic Management Portal Branch License	\$576.56	\$576.56		
1	1	0	110400	Qmatic Management Portal Reports Module	\$461.16	\$461.16		
2	2	0	110402	Qmatic Management Portal User License	\$346.12	\$692.24		
1	1	0	213031	Qmatic TP3110 Client Ticket Printer	\$3,248.50	\$3,248.50		
1	1	0	213205	Qmatic TP Ticket Printer Wall Bracket	\$97.44	\$97.44		
1	1	0	99900133	Ceiling Mount Speaker	\$31.66	\$31.66		
2	2	0	99900210	Wall Mount Speaker	\$37.50	\$75.00		
1	1	0	99900394	UPS Battery Backup	\$96.00	\$96.00		
1	1	0	99900262	6ft VGA Video Cable M/F	\$0.00	\$0.00		
1	1	0	99900413	3.5mm Stereo Audio Cable	\$0.00	\$0.00		
1	1	0	99900403	Audio / VGA Video over Cat5 - 4 Port Tra	\$0.00	\$0.00		
2	2	0	99900412	6' MM VGA Cable	\$0.00	\$0.00		
2	2	0	99900413	3.5mm Stereo Audio Cable	\$0.00	\$0.00		
2	2	0	99900404	Audio / VGA Video over Cat5 - Receiver	\$0.00	\$0.00		
1	1	0	99900343	Network Patch Cable	\$0.00	\$0.00		
1	1	0	99900438	Vinyl Installation Documentation Holder	\$0.00	\$0.00		

J56-104

MOJ00288

JA 00004735



Invoice SC0012777
Date 9/19/2011
Page 1

Q-Matic Corporation
95 Underwood Road

SEP 19 2011

Fletcher, NC 28732
United States
(828) 269-1000 Ext. 0000

BILL TO
Mojave Electric
3755 W. Hacienda Ave.

Las Vegas NV 89118-1755
Attn: Debbie Corwin

100819
Mojave Electric
Peter R. Fergen / 702.756.3830
444 S. Martin Luther King Blvd.
Las Vegas NV 89101
Attn: Las Vegas Metro Police Department

770 817-4250

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Master No.
CHANGE ORDER 2		MOJAVELE		17	UPS GROUND	1%/20; Net 30	46,505
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price
1	1	0	110210	Q-Win USB Hardware Interface for QS		\$567.00	\$567.00

Processed

02-236 119-11

TD

Acct# 1024203157 TAX ID # 36-3545811
Routing# 043000096

SIX MONTHS ORIGINAL WARRANTY

Subtotal \$567.00
Misc \$0.00
Tax \$45.93
Freight \$13.00
Discount J56-105 \$0.00
Less Deposit \$0.00
Total \$625.93
MOJ00289

JA 00004736

Carmen Militello

From: Peter Fergen
Sent: Monday, June 13, 2011 5:16 PM
To: kim_symons@cashmanequipment.com
Cc: Chris Meiers
Subject: 767810 - LV City Hall DAQEM Permit

Are you allowed to fill this out??

From: Chris Meiers
Sent: Monday, June 13, 2011 5:09 PM
To: Peter Fergen
Subject: FW: DAQEM Permit

Pete,
Can you get the info requested from W/T.

Thanks,

Christopher Meiers
Project Manager
Mojave Electric

From: Payne, Daniel [mailto:Daniel.Payne@whiting-turner.com]
Sent: Monday, June 13, 2011 4:22 PM
To: Chris Meiers
Cc: Crystal Teissedre; Lee, David; Lloyd, Elliott; Burch, Clinton
Subject: DAQEM Permit

Las Vegas New City Hall
Chris,

As discussed, the link below is for the DAQEM permit required for the generators. We are not able to find this information in the submittals. Please have this form filled out and returned by Thursday, 6-16-2011 to Clint Burch and myself.

http://www.clarkcountynv.gov/Depts/daqem/Documents/Permitting/SS_forms/Internal_Combustion_Engine.pdf

Below is the spreadsheet that need to be submitted - please ensure the information returned from the manufacturer will fill in all cells, one for each unit. Do not worry about hours of operation.

EU# _____	Horsepower: _____		Emission Factor (lb/hp-hr)	Control Efficiency	Potential Emissions	
Make: _____	Hours/Day: _____				lb/hr	lb/day
Model: _____	Hours/Year: _____		PM10	7.00E-04	0.00%	0.00 0.00
S/N: _____			NOx	2.40E-02	0.00%	0.00 0.00
			CO	5.50E-03	0.00%	0.00 0.00
			SOx	4.05E-04	0.00%	0.00 0.00
Manufacturer Guarantees						

PM10	g/hp-hr ▼	g/hp-hr ▼	g/hp-hr ▼	g/hp-hr ▼	1	VOC	7.05E-04	0.00%	0.00	0.00
	g/hp-hr ▼	Diesel								
NOx					1	HAP	3.05E-05	0.00%	0.00	0.00
CO					1					
SOx					1					
VOC					1					
Engine Type:					2					

Thank you,

Daniel Payne
The Whiting-Turner Contracting Company
518 S 1st Street
Las Vegas, NV 89101

702-604-4179 (c)
702-851-4190 (o)
702-851-4198 (f)

Carmen Militello

From: Chris Meiers
Sent: Tuesday, July 05, 2011 11:06 AM
To: 'Daniel.Payne@whiting-turner.com'
Subject: Fw: 767810 - LV City Hall DAQEM Permit

Daniel,
Please take a look at attached. Will this work for you.

Regards,
Chris Meiers

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

From: Peter Fergen
To: Kim Symons <Kim_Symons@cashmanequipment.com>
Cc: Chris Meiers
Sent: Tue Jun 14 06:54:47 2011
Subject: RE: 767810 - LV City Hall DAQEM Permit

Thank you

From: Kim Symons [mailto:Kim_Symons@cashmanequipment.com]
Sent: Tuesday, June 14, 2011 6:52 AM
To: Peter Fergen
Cc: Chris Meiers
Subject: RE: 767810 - LV City Hall DAQEM Permit

I can't fill it out for you, but all the info you need should be here:

Perf No: DM9933

Change Level: 03

General

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#general>>

Heat Rejection

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#heat>>

Emissions

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Regulatory

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#regulatory>>

Altitude Derate

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#AltitudeDerate>>

Cross Reference

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#xref>>

Perf Param Ref

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#perfparam>>

SALES MODEL:

C32

COMBUSTION:

DI

ENGINE POWER (BHP):

1,474

ENGINE SPEED (RPM):

1,800

GEN POWER WITH FAN (EKW):

1,000.0

HERTZ:

60

COMPRESSION RATIO:

15.0

FAN POWER (HP):

56.3

APPLICATION:

PACKAGED GENSET

ADDITIONAL PARASITICS (HP):

1.3

RATING LEVEL:

STANDBY

ASPIRATION:

TA

PUMP QUANTITY:

1

AFTERCOOLER TYPE:

ATAAC

FUEL TYPE:

DIESEL

AFTERCOOLER CIRCUIT TYPE:

JW+OC, ATAAC

MANIFOLD TYPE:

DRY

INLET MANIFOLD AIR TEMP (F):

120

GOVERNOR TYPE:

ADEM4

JACKET WATER TEMP (F):

210.2

ELECTRONICS TYPE:

ADEM4

TURBO CONFIGURATION:

PARALLEL

IGNITION TYPE:

CI

TURBO QUANTITY:

2

INJECTOR TYPE:

EUI

TURBOCHARGER MODEL:

GTB45518BS-52T-1.37

REF EXH STACK DIAMETER (IN):

8

CERTIFICATION YEAR:

2007

MAX OPERATING ALTITUDE (FT):

997

PISTON SPD @ RATED ENG SPD (FT/MIN):

1,913.4

General Performance Data Top

<<http://tmiwebclassic.cat.com/tmi/servlet/cat.edis.tmiweb.gui.TMIDirector?Action=buildtab&refkind=RNTMIRefNum&tab=MAXDataDisplay&tabkey=DM9933&perfRatingNumber=DM9933&unittype=E&revisionLevels=03&selectedLevel=03#top>>

Top of Form

13 results found, displaying 1 to 13

GENSET POWER WITH FAN

PERCENT LOAD

ENGINE POWER

BRAKE MEAN EFF PRES (BMEP)

BRAKE SPEC FUEL CONSUMPTN (BSFC)

VOL FUEL CONSUMPTN (VFC)

INLET MFLD PRES

INLET MFLD TEMP

EXH MFLD TEMP

EXH MFLD PRES

ENGINE OUTLET TEMP

EKW

%

BHP

PSI

LB/BHP-HR

GAL/HR

IN-HG

DEG F

DEG F

IN-HG

DEG F

1,000.0

100

1,474

331

0.342

71.9

70.3

118.2

1,209.3

58.1

889.5

900.0

90

1,330

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64.0

111.0

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51.9

855.4

800.0

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60.4

106.5

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48.6

832.2

750.0

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251
0.354
56.4
57.9
103.8
1,100.0
46.6
821.0

700.0

70
1,046
235
0.354
52.9
53.7
99.5
1,077.6
43.2
810.0

600.0

60
905
203
0.353
45.7
43.7
90.1
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35.3

788.8

500.0

50

765

172

0.350

38.2

32.9

80.8

964.8

27.0

768.5

400.0

40

628

141

0.351

31.5

23.9

74.7

895.9

20.5

731.2

300.0

30

490

110

0.357

25.0

15.7

70.4

812.1

15.1

676.7

250.0

25

420

94

0.363

21.8

12.0

68.9

764.0

12.7

643.0

200.0

20

350

79

0.374

18.7

8.7

67.9

708.9

10.6

601.8

100.0

10

206
46
0.425
12.5
4.5
67.5
569.8
7.8
489.0

Bottom of Form

Top of Form

13 results found, displaying 1 to 13

GENSET POWER WITH FAN

PERCENT LOAD
ENGINE POWER
COMPRESSOR OUTLET PRES
COMPRESSOR OUTLET TEMP
WET INLET AIR VOL FLOW RATE
ENGINE OUTLET WET EXH GAS VOL FLOW RATE
WET INLET AIR MASS FLOW RATE
WET EXH GAS MASS FLOW RATE
WET EXH VOL FLOW RATE (32 DEG F AND 29.98 IN HG)
DRY EXH VOL FLOW RATE (32 DEG F AND 29.98 IN HG)

EKW

%

BHP

IN-HG

DEG F

CFM

CFM

LB/HR

LB/HR

FT3/MIN

FT3/MIN

1,000.0

100

1,474

76

422.1

3,094.1

8,065.3

13,465.4

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2,688.4

900.0

90

1,330

69

391.5

2,939.0

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(2,773.0

2,544.8

800.0

80

1,187

65

375.1

2,856.2

7,051.1

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12,773.3

2,683.6

2,472.3

(750.0

75

1,116

63

363.9

2,783.7

6,813.1

12,021.7

12,415.6

2,615.7

2,413.9

(700.0

70

1,046

58

(343.3

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3
4 CASHMAN EQUIPMENT COMPANY,
5 a Nevada corporation,

6 Appellant,

7 vs.

8
9 WEST EDNA ASSOCIATES, LTD., dba
10 MOJAVE ELECTRIC, a Nevada
11 corporation; WESTERN SURETY
12 COMPANY, a surety; THE WHITING
13 TURNER CONTRACTING
14 COMPANY, a Maryland corporation;
15 FIDELITY AND DEPOSIT COMPANY
16 OF MARYLAND, a surety;
17 TRAVELERS CASUALTY AND
18 SURETY COMPANY OF AMERICA, a
19 surety; QH LAS VEGAS LLC, a foreign
20 limited liability company; PQ LAS
21 VEGAS, LLC, a foreign limited liability
22 company; L W T I C SUCCESSOR LLC,
23 an unknown limited liability company;
24 FC/LW VEGAS, a foreign limited
25 liability company;

26 Respondents.

 Electronically Filed
Case No: 66452 Jun 17 2015 01:05 p.m.
Case No: 61715 Tracie K. Lindeman
Case No: 65819 Clerk of Supreme Court

District Court Case Nos.: **A642583 &
 A653029**

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Jennifer R. Lloyd, Esq.
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Nevada Bar No. 11658
Holley, Driggs, Walch, Puzey & Thompson
400 S. Fourth St., 3rd Fl.
Las Vegas, NV 89101
Attorneys for Respondents

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