

24/7 SCHEDULE				
NEW TERMINAL 3 ELEVATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
IT IS ANTICIPATED THAT NEW TERMINAL 3 ELEVATORS WILL COME OUT OF WARRANTY IN JANUARY 2013. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING JANUARY 2013 DOLLARS. AT THE TIME THESE ELEVATORS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-W-EL11 (EL01)	\$560.00	x12	\$6,720.00
2.	T3-W-EL12 (EL02)	\$560.00	x12	\$6,720.00
3.	T3-W-EL13 (EL03)	\$560.00	x12	\$6,720.00
4.	T3-W-EL14 (EL04)	\$560.00	x12	\$6,720.00
5.	T3-W-EL15 (EL05)	\$560.00	x12	\$6,720.00
6.	T3-W-EL16 (EL06)	\$560.00	x12	\$6,720.00
7.	T3-C-EL17 (EL07)	\$560.00	x12	\$6,720.00
8.	T3-C-EL18 (EL08)	\$560.00	x12	\$6,720.00
9.	T3-C-EL19 (EL09)	\$560.00	x12	\$6,720.00
10.	T3-C-EL110 (EL10)	\$560.00	x12	\$6,720.00
11.	T3-C-EL111 (EL11)	\$560.00	x12	\$6,720.00
12.	T3-C-EL112 (EL12)	\$560.00	x12	\$6,720.00
13.	T3-E-EL113 (EL13)	\$560.00	x12	\$6,720.00
14.	T3-E-EL114 (EL14)	\$560.00	x12	\$6,720.00
15.	T3-E-EL115 (EL15)	\$560.00	x12	\$6,720.00
16.	T3-E-EL116 (EL16)	\$560.00	x12	\$6,720.00
17.	T3-E-EL117 (EL17)	\$560.00	x12	\$6,720.00
18.	T3-E-EL118 (EL18)	\$560.00	x12	\$6,720.00
19.	T3-W-EL119 (EL19)	\$560.00	x12	\$6,720.00
20.	T3-W-EL120 (EL20)	\$560.00	x12	\$6,720.00
21.	T3-C-EL121 (EL21)	\$560.00	x12	\$6,720.00
22.	T3-C-EL122 (EL22)	\$560.00	x12	\$6,720.00
23.	T3-C-EL123 (EL23)	\$560.00	x12	\$6,720.00
24.	T3-C-EL124 (EL24)	\$560.00	x12	\$6,720.00
25.	T3-E-EL125 (EL25)	\$560.00	x12	\$6,720.00
26.	T3-E-EL126 (EL26)	\$560.00	x12	\$6,720.00
27.	T3-E-EL127 (EL27)	\$560.00	x12	\$6,720.00
28.	T3-E-EL128 (EL28)	\$560.00	x12	\$6,720.00
29.	T3-E-EL129 (EL29)	\$560.00	x12	\$6,720.00
30.	T3-W-EL130 (EL30)	\$560.00	x12	\$6,720.00
31.	T3-E-EL131 (EL31)	\$560.00	x12	\$6,720.00
32.	T3-E-EL132 (EL32)	\$560.00	x12	\$6,720.00

Clark County Department of Aviation October 31, 2011

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24/7 SCHEDULE				
NEW TERMINAL ELEVATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
33.	T3-E-EL133 (EL133)	\$560.00	x12	\$6,720.00
24/7 SCHEDULE TOTAL NEW TERMINAL 3 ELEVATOR MAINTENANCE				\$221,760.00

24/7 SCHEDULE				
NEW GARAGE ELEVATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
THE NEW GARAGE ELEVATORS WILL COME OUT OF WARRANTY IN LATE APRIL 2012. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING MAY 2012 DOLLARS. AT THE TIME THESE ELEVATORS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-PK-EL11	\$560.00	x12	\$6,720.00
2.	T3-PK-EL12	\$560.00	x12	\$6,720.00
3.	T3-PK-EL13	\$560.00	x12	\$6,720.00
4.	T3-PK-EL14	\$560.00	x12	\$6,720.00
5.	T3-PK-EL15	\$560.00	x12	\$6,720.00
6.	T3-PK-EL16	\$560.00	x12	\$6,720.00
7.	T3-PK-EL17	\$560.00	x12	\$6,720.00
8.	T3-PK-EL18	\$560.00	x12	\$6,720.00
24/7 SCHEDULE TOTAL NEW GARAGE ELEVATOR MAINTENANCE				\$53,760.00

24/7 SCHEDULE				
ESCALATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, C-CONCOURSE"				
1.	T1-S1-ESC1 (C-105)	\$3,000.00	x 12	\$36,000.00
2.	T1-S1-ESC2 (C-106)	\$3,000.00	x 12	\$36,000.00
3.	T1-S1-ESC3 (C-107)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, TICKETING CENTER"				
4.	T1-TBC-ESC1 (CT-104)	\$3,000.00	x12	\$36,000.00
5.	T1-TBC-ESC2 (CT-103)	\$3,000.00	x12	\$36,000.00
6.	T1-TBC-ESC3 (CT-102)	\$3,000.00	x12	\$36,000.00
7.	T1-TBC-ESC4 (CT-101)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, BAG CLAIM CENTER"				
8.	T1-BCC-ESC1 (CT-109)	\$3,000.00	x12	\$36,000.00
9.	T1-BCC-ESC2 (CT-107)	\$3,000.00	x12	\$36,000.00
10.	T1-BCC-ESC3 (CT-108)	\$3,000.00	x12	\$36,000.00
11.	T1-BCC-ESC4 (CT-106)	\$3,000.00	x12	\$36,000.00
12.	T1-BCC-ESC5 (CT-105)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, BAG CLAIM SOUTH"				
13.	T1-BCS-ESC1 (CT-117)	\$3,000.00	x12	\$36,000.00
14.	T1-BCS-ESC2 (CT-116)	\$3,000.00	x12	\$36,000.00
15.	T1-BCS-ESC3 (CT-115)	\$3,000.00	x12	\$36,000.00
16.	T1-BCS-ESC4 (CT-114)	\$3,000.00	x12	\$36,000.00
17.	T1-BCS-ESC5 (CT-113)	\$3,000.00	x12	\$36,000.00
18.	T1-BCS-ESC6 (CT-112)	\$3,000.00	x12	\$36,000.00
19.	T1-BCS-ESC7 (CT-110)	\$3,000.00	x12	\$36,000.00
20.	T1-BCS-ESC8 (CT-111)	\$3,000.00	x12	\$36,000.00
"TERMINAL 1, D-CONCOURSE"				
21.	S2-RA-ESC1 (D-101)	\$3,000.00	x12	\$36,000.00
22.	S2-RA-ESC2 (D-102)	\$3,000.00	x12	\$36,000.00
23.	S2-RA-ESC3 (D-103)	\$3,000.00	x12	\$36,000.00
24.	S2-RA-ESC4 (D-104)	\$3,000.00	x12	\$36,000.00
25.	S2-RA-ESC5 (D-109)	\$3,000.00	x12	\$36,000.00
26.	S2-RA-ESC6 (D-110)	\$3,000.00	x12	\$36,000.00

24/7 SCHEDULE				
ESCALATORS (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1 - C ANNEX"				
27.	T1-CAX-ESC1 (CAX-101)	\$3,000.00	x12	\$36,000.00
28.	T1-CAX-ESC2 (CAX-102)	\$3,000.00	x12	\$36,000.00
"TERMINAL 2"				
29.	T2-IAB-ESC1 (CIT-101)	\$3,000.00	x12	\$36,000.00
30.	T2-CIT-ESC1 (CIT-104)	\$3,000.00	x12	\$36,000.00
31.	T2-CIT-ESC2 (CIT-105)	\$3,000.00	x12	\$36,000.00
32.	T2-CIT-ESC3 (CIT-102)	\$3,000.00	x12	\$36,000.00
33.	T2-CIT-ESC4 (CIT-103)	\$3,000.00	x12	\$36,000.00
"MRACC - CUSTOMER SERVICE BUILDING"				
34.	CSB-ESC120 (ES-20)	\$3,000.00	x12	\$36,000.00
35.	CSB-ESC121 (ES-21)	\$3,000.00	x12	\$36,000.00
36.	CSB-ESC122 (ES-22)	\$3,000.00	x12	\$36,000.00
37.	CSB-ESC123 (ES-23)	\$3,000.00	x12	\$36,000.00
38.	CSB-ESC130 (ES-30)	\$3,000.00	x12	\$36,000.00
39.	CSB-ESC131 (ES-31)	\$3,000.00	x12	\$36,000.00
40.	CSB-ESC132 (ES-32)	\$3,000.00	x12	\$36,000.00
41.	CSB-ESC133 (ES-33)	\$3,000.00	x12	\$36,000.00
42.	CSB-ESC140 (ES-40)	\$3,000.00	x12	\$36,000.00
43.	CSB-ESC141 (ES-41)	\$3,000.00	x12	\$36,000.00
44.	CSB-ESC142 (ES-42)	\$3,000.00	x12	\$36,000.00
45.	CSB-ESC143 (ES-43)	\$3,000.00	x12	\$36,000.00
24/7 SCHEDULE TOTAL ESCALATOR MAINTENANCE				\$1,620,000.00

24/7 SCHEDULE				
NEW TERMINAL 3 ESCALATORS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
IT IS ANTICIPATED THAT NEW TERMINAL 3 ESCALATORS WILL COME OUT OF WARRANTY IN JANUARY 2013. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING JANUARY 2013 DOLLARS. AT THE TIME THESE ESCALATORS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-W-ESC11 (ES01)	\$950.00	x12	\$11,400.00
2.	T3-W-ESC12 (ES02)	\$950.00	x12	\$11,400.00
3.	T3-W-ESC13 (ES03)	\$950.00	x12	\$11,400.00
4.	T3-W-ESC14 (ES04)	\$950.00	x12	\$11,400.00
5.	T3-C-ESC15 (ES05)	\$950.00	x12	\$11,400.00
6.	T3-C-ESC16 (ES06)	\$950.00	x12	\$11,400.00
7.	T3-C-ESC17 (ES07)	\$950.00	x12	\$11,400.00
8.	T3-C-ESC18 (ES08)	\$950.00	x12	\$11,400.00
9.	T3-E-ESC19 (ES09)	\$950.00	x12	\$11,400.00
10.	T3-E-ESC110 (ES10)	\$950.00	X12	\$11,400.00
11.	T3-E-ESC111 (ES11)	\$950.00	X12	\$11,400.00
12.	T3-E-ESC112 (ES12)	\$950.00	X12	\$11,400.00
13.	T3-W-ESC113 (ES13)	\$950.00	x12	\$11,400.00
14.	T3-W-ESC114 (ES14)	\$950.00	x12	\$11,400.00
15.	T3-W-ESC115 (ES15)	\$950.00	x12	\$11,400.00
16.	T3-W-ESC116 (ES16)	\$950.00	x12	\$11,400.00
17.	T3-C-ESC117 (ES17)	\$950.00	x12	\$11,400.00
18.	T3-C-ESC118 (ES18)	\$950.00	x12	\$11,400.00
19.	T3-C-ESC119 (ES19)	\$950.00	x12	\$11,400.00
20.	T3-C-ESC120 (ES20)	\$950.00	x12	\$11,400.00
21.	T3-E-ESC121 (ES21)	\$950.00	x12	\$11,400.00
22.	T3-E-ESC122 (ES22)	\$950.00	x12	\$11,400.00
23.	T3-E-ESC123 (ES23)	\$950.00	x12	\$11,400.00
24.	T3-E-ESC124 (ES24)	\$950.00	x12	\$11,400.00
25.	T3-E-ESC125 (ES25)	\$950.00	x12	\$11,400.00
24/7 SCHEDULE TOTAL NEW TERMINAL 3 ESCALATOR MAINTENANCE				\$285,000.00

24/7 SCHEDULE				
MOVING WALKWAYS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, A-CONCOURSE"				
1.	T1-NC-L2-MW1 (A-102)	\$4,000.00	x 12	\$48,000.00
2.	T1-NC-L2-MW2 (A-101)	\$4,000.00	x 12	\$48,000.00
3.	T1-NC-L2-MW3 (A-104)	\$4,000.00	x12	\$48,000.00
4.	T1-NC-L2-MW4 (A-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, B-CONCOURSE"				
5.	T1-SC-L2-MW1 (B-102)	\$4,000.00	x12	\$48,000.00
6.	T1-SC-L2-MW2 (B-101)	\$4,000.00	x12	\$48,000.00
7.	T1-SC-L2-MW3 (B-104)	\$4,000.00	x12	\$48,000.00
8.	T1-SC-L2-MW4 (B-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, C-CONCOURSE"				
9.	T1-S1-L2-MW1 (C-102)	\$4,000.00	x12	\$48,000.00
10.	T1-S1-L2-MW2 (C-101)	\$4,000.00	x12	\$48,000.00
11.	T1-S1-L2-MW3 (C-104)	\$4,000.00	x12	\$48,000.00
12.	T1-S1-L2-MW4 (C-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, D-CONCOURSE"				
13.	S2-SE-L2-MW1 (D-105)	\$4,000.00	x12	\$48,000.00
14.	S2-SE-L2-MW2 (D-106)	\$4,000.00	x12	\$48,000.00
15.	S2-SW-L2-MW1 (D-107)	\$4,000.00	x12	\$48,000.00
16.	S2-SW-L2-MW2 (D-108)	\$4,000.00	x12	\$48,000.00
17.	S2-NE-L2-MW1 (D-112)	\$4,000.00	x12	\$48,000.00
18.	S2-NE-L2-MW2 (D-111)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1, GOLD PARKING GARAGE"				
19.	T1-PK-GLD-L1-MW1 (G-101)	\$4,000.00	x12	\$48,000.00
20.	T1-PK-GLD-L1-MW2 (G-102)	\$4,000.00	x12	\$48,000.00
21.	T1-PK-GLD-L2-MW1 (G-104)	\$4,000.00	x12	\$48,000.00
22.	T1-PK-GLD-L2-MW2 (G-103)	\$4,000.00	x12	\$48,000.00
"TERMINAL 1 - SKYBRIDGE"				
23.	T1-SKY-L2-MW1 (CAX-103)	\$4,000.00	x12	\$48,000.00
24.	T1-SKY-L2-MW2 (CAX-104)	\$4,000.00	x12	\$48,000.00
25.	T1-SKY-L2-MW3 (CAX-105)	\$4,000.00	x12	\$48,000.00
26.	T1-SKY-L2-MW4 (CAX-106)	\$4,000.00	x12	\$48,000.00
24/7 SCHEDULE TOTAL MOVING WALKWAY MAINTENANCE				\$1,248,000.00

24/7 SCHEDULE				
NEW TERMINAL 3 MOVING WALKWAYS				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
IT IS ANTICIPATED THAT NEW TERMINAL 3 MOVING WALKWAYS WILL COME OUT OF WARRANTY IN JANUARY 2013. THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL FOR EACH PIECE OF EQUIPMENT USING JANUARY 2013 DOLLARS. AT THE TIME THESE MOVING WALKWAYS COME OUT OF WARRANTY, THE MONTHLY UNIT COST SHOWN TIMES THE NUMBER OF MONTHS REMAINING WILL BE ADDED TO THE BASE CONTRACT AMOUNT FOR THE REMAINDER OF THE CURRENT CONTRACT TERM.				
1.	T3-W-L2-MW1 (MW01)	\$1,445.00	x12	\$17,340.00
2.	T3-W-L2-MW2 (MW02)	\$1,445.00	x12	\$17,340.00
3.	T3-E-L2-MW3 (MW03)	\$1,445.00	x12	\$17,340.00
4.	T3-E-L2-MW4 (MW04)	\$1,445.00	x12	\$17,340.00
5.	T3-W-L1-MW5 (MW05)	\$1,445.00	x12	\$17,340.00
6.	T3-W-L1-MW6 (MW06)	\$1,445.00	x12	\$17,340.00
7.	T3-C-L1-MW7 (MW07)	\$1,445.00	x12	\$17,340.00
8.	T3-C-L1-MW8 (MW08)	\$1,445.00	x12	\$17,340.00
9.	T3-E-L1-MW9 (MW09)	\$1,445.00	x12	\$17,340.00
10.	T3-E-L1-MW10 (MW10)	\$1,445.00	X12	\$17,340.00
11.	T3-E-L1-MW11 (MW11)	\$1,445.00	X12	\$17,340.00
24/7 SCHEDULE TOTAL NEW TERMINAL 3 MOVING WALKWAY MAINTENANCE				\$190,740.00

MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS & MOVING WALKWAYS	
MAINTENANCE COST TOTALS (24/7 SCHEDULE)	
24/7 Schedule Grand Total (To include T3 Building and Parking Garage elevators, escalators and moving walkways.)	\$5,207,880.00

TERMS OF PAYMENT: NET 30 CALENDAR DAYS.

PREPAYMENT DISCOUNT:

The OWNER may choose to take advantage of one or more of the following prepayment discounts:

- A. 1% Quarterly
- B. 2% Semi-Annual
- C. 4% Annual

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT E

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE PURCHASE ORDER DOCUMENT, SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.

1. Format/Time: The CONTRACTOR, shall provide OWNER with Certificates of Insurance, per the sample format (page A-4), as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverage's as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) calendar days** after the award by the OWNER. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance. The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the OWNER.
3. OWNER Coverage: The OWNER, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation insurance coverage.. The CONTRACTOR insurance shall be primary as respects the OWNER, its officers, employees, agents, and volunteers.
4. Endorsement/Cancellation: The CONTRACTOR general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR contractual obligation of additional insured to OWNER and must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Worker's Compensation: Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. Employer's Liability: Employer's liability with a minimum limit of \$1,000,000.
7. Automobile Liability: Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off the **construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are (**Except \$1,000,000 Minimum On Site**):

a.	Bodily Injury	\$5,000,000.	per occurrence
and b.	Property Damage	\$5,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$5,000,000.	Combined single limit
8. Commercial Liability: Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and Subcontractors, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000.
Products/Completed Operations Aggregate	\$2,000,000.
Personal and Advertising Injury	\$1,000,000.
Each Occurrence Limit	\$1,000,000.
9. Umbrella Liability: Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance be on an occurrence basis and not a *claim made* basis.

These are minimum requirements. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with prior to starting any work or services on your project.

10. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the OWNER.
11. Professional Liability: Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the OWNER.
12. Environmental and Clean-up Liability: **Environmental insurance shall not be less than \$1,000,000 aggregate** for the duration of this Contract.
13. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage's required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
14. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
15. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
16. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
17. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Successful Bidder's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Umbrella Liability Excess Liability (\$5,000,000)
 5. Automobile Liability (Any Auto)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Combined Single Limit (\$5,000,000)
 6. Worker's Compensation
 7. Description: Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County
c/o Department of Aviation-Purchasing
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 9. Authorized Agent Signature

CLARK COUNTY CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY)	
PRODUCER			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.				
1. INSURANCE BROKERS NAME, ADDRESS, PHONE & FAX NUMBERS			COMPANIES AFFORDING COVERAGE			3. BEST'S RATING	
			COMPANY LETTER	A	COMPANY'S		
INSURED			COMPANY LETTER	B	BEST KEY		
2. NAME, ADDRESS, PHONE & FAX NUMBERS			COMPANY LETTER	C	RATING		
			COMPANY LETTER	D	A- VII or BETTER		
			COMPANY LETTER	E			
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$ (D)	2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ (E)	2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ (F)	1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ (G)	1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$ (H)	50,000
	INDEPENDENT CONTRACTOR	(J) Deductible/Retention			MED. EXPENSE (Any one person)	\$ (I)	
5.	AUTOMOBILE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT	\$ (N)	5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
	HIRED AUTOS						
	NON-OWNED AUTOS						
	GARAGE LIABILITY	(O) Deductible/Retention					
	EXCESS LIABILITY				EACH OCCURRENCE	\$	5,000,000
	UMBRELLA FORM				AGGREGATE	\$	5,000,000
	OTHER THAN UMBRELLA FORM						
6.	<input checked="" type="checkbox"/> WORKER'S COMPENSATION				STATUTORY LIMITS		
					EACH ACCIDENT	\$	1,000,000
					DISEASE-POLICY LIMIT	\$	1,000,000
					DISEASE-EACH EMPLOYEE	\$	1,000,000
	OTHER PROFESSIONAL LIABILITY						
7. DESCRIPTION: CBE-662, CONTRACT FOR MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP NO. 11-003). CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)							
8. CERTIFICATE HOLDER		CANCELLATION					
CLARK COUNTY C/O DEPARTMENT OF AVIATION PURCHASING 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111-1005		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
		9. Authorized Agent					

NAMED INSURED:			
POLICY PERIOD:		ENDORSEMENT EFFECTIVE DATE:	
CBE No.	662	TITLE:	CONTRACT FOR MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALK-WAYS (RFP 11-003)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

**CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND
AUTHORIZED REPRESENTATIVES**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

SAMPLE

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

Section II

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

1

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP 11-003)
ATTACHMENT 1
AFFIDAVIT

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as CBE No. 662, entitled Maintenance Services for Elevators, Escalators & Moving Walkways (RFP 11-003);
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT F
SUBCONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐MBE ☐WBE ☐DBE ☐PBE ☐SBE ☐NBE ☐LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): A small business as defined by Small Business Administration owned and controlled by one or more socially and economically individuals, that is certified in accordance with U.S. Dept. of Transportation regulations 49CFR Part 26 and/or 23.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT F
SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 5. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 6. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
- ☐ No MBE, WBE, PBE, SBE, nor NBE subcontractors will be used.

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP 11-003)
EXHIBIT G

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type*					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:			KONE Inc.		
(Include d.b.a., if applicable)					
Street Address:		One KONE Court		Website: www.kone.com	
City, State and Zip Code:		Moline, IL 61265		POC Name and Email:	
Telephone No:		(309) 764-6771		Fax No:	
Local Street Address:		2060 Pama Lane		Website: www.kone.com	
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: (702)269-0922	
Local Telephone No:		(702)269-0919		Local POC Name Email: jon.jasper@kone.com	
Number of Clark County Nevada Residents Employed: 65					

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

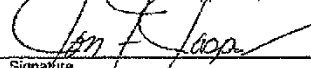
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
NA		

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature _____
 Title District Manager

Jon F. Jasper
 Print Name _____
 May 19, 2011
 Date _____

KONE Inc.
Directors and Officers



First Name	Last Name	Title	Business Address
Vance W.	Tang	President & CEO; Director/Chairman of the Board	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kenneth E.	Schmid, Jr.	Senior Vice President Finance, Chief Financial Officer, Director	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jeffrey S.	Blum	Senior Vice President West	1751 Harbor Bay Parkway, Suite 150 Alameda, CA 94502
Thomas	Bulat	Senior Vice President Northeast	One Meadowlands Plaza, Suite 802 East Rutherford, NJ 07073
Dennis L.	Gerard	Senior Vice President Central	4225 Naperville Road, Suite 400 Lisle, IL 60532
Octavia	Matthews	Senior Vice President Southeast	3650 George Busbee Parkway, Suite 360 Kennesaw, GA 30144
Wes	Askran	Senior Vice President Business Development	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jay	Dietz	Senior Vice President Operations	4225 Naperville Road, Suite 400 Lisle, IL 60532
Charles D.	Moore	Senior Vice President Human Resources	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jussl	Ojala	Senior Vice President Supply and Sourcing	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kurt E.	Stepaniak	Senior Vice President Law & Acquisitions; Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Ronald L.	Bagwill	Vice President, Director of Supply Unit Americas	One Allen Center 700 Central Expwy South Allen, TX 75013
Michael P.	Bauschka	Treasurer	One KONE Court Moline, IL 61265
John	Dahlquist, Jr.	Assistant Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Barbara	Brockmeyer	Assistant Treasurer	One KONE Court Moline, IL 61265

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

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<input type="checkbox"/> Other					
Business Designation Group					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:		KONE Inc.			
(Include d.b.a., if applicable)					
Street Address:		One KONE Court		Website: www.kone.com	
City, State and Zip Code:		Moline, IL 61265		POC Name and Email:	
Telephone No:		(309) 764-6771		Fax No:	
Local Street Address:		2060 Pama Lane		Website: www.kone.com	
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: (702) 269-0922	
Local Telephone No:		(702) 269-0919		Local POC Name Email: jon.jasper@kone.com	
Number of Clark County Nevada Residents Employed: 65					

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Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

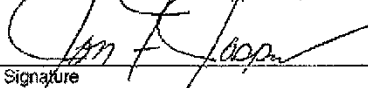
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Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
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☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 District Manager
 Title

Jon F. Jasper
 Print Name
 May 19, 2011
 Date

00367

ER0367

KONE Inc.
Directors and Officers



First Name	Last Name	Title	Business Address
Vance W.	Tang	President & CEO; Director/Chairman of the Board	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kenneth E.	Schmid, Jr.	Senior Vice President Finance, Chief Financial Officer, Director	4225 Naperville Road, Suite 400 Lisle, IL 60532
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Dennis L.	Gerard	Senior Vice President Central	4225 Naperville Road, Suite 400 Lisle, IL 60532
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Wes	Askren	Senior Vice President Business Development	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jay	Dietz	Senior Vice President Operations	4225 Naperville Road, Suite 400 Lisle, IL 60532
Charles D.	Moore	Senior Vice President Human Resources	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jussi	Oijala	Senior Vice President Supply and Sourcing	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kurt E.	Stepaniak	Senior Vice President Law & Acquisitions; Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Ronald L.	Bagwill	Vice President, Director of Supply Unit Americas	One Allen Center 700 Central Expwy South Allen, TX 75013
Michael P.	Bauschka	Treasurer	One KONE Court Moline, IL 61265
John	Dahquist, Jr.	Assistant Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Barbara	Brockmeyer	Assistant Treasurer	One KONE Court Moline, IL 61265

DISCLOSURE OF RELATIONSHIP

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N/A			

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

00369

ER0369

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

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☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

00370

ER0370

EXHIBIT 16

00371

ER0371

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Approval of Contract	Back-up:
Petitioner:	Randall H. Walker, Director of Aviation	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve and authorize the Director of Aviation to sign the contract (CBE 670) between Clark County and Bombardier Transportation (Holdings) USA, Inc. (Stephen Stowe, General Manager Operations and Maintenance), to provide Technical Assistance Support for Automated Transit Systems which is related to the transfer of maintenance of the automated transit systems at McCarran International Airport to in-house personnel; or take other action as appropriate. (For possible action)		

FISCAL IMPACT:

Fund #: 5201.701	Fund Name: McCarran Unrestricted Operations
Fund Center: 2200300020	Fund Program/Grant: N/A
Description: CBE 670 - Technical Assistance Support for Automated Transit Systems	Amount: \$1,183,638.00
Added Comments: The cost associated with this contract is not to exceed \$1,183,638.00 annually which includes a budgeted amount for spare parts as required.	

BACKGROUND:

On May 4, 2010, the Board of County Commissioners (BOCC) directed the Director of Aviation to prepare a report on the cost options of providing maintenance for the automated transit system (ATS) at McCarran International Airport. After hearing the report, on June 1, 2010, the BOCC directed the Director of Aviation to proceed with arranging for the transfer of maintenance responsibilities for the existing C and D ATS and the new T3 ATS from Bombardier Transportation (Holdings) USA, Inc. (Bombardier) to Department of Aviation (DOA) personnel. This transition will require Bombardier to provide DOA staff with technical assistance as required on the C, D, and T3 ATS. In-house DOA staff will begin performing maintenance on the entire DOA ATS at 8:00 a.m. Pacific Daylight Time on May 2, 2012.

A discretionary award is permissible because the services to be performed are exempt from competitive bidding requirements in accordance with NRS 332.115.1(a), items which may only be contracted from a sole source; NRS 332.115.1 (b) services which are professional in nature; and NRS 332.115.1 (d) equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

Bombardier Transportation (Holdings) USA, Inc. currently holds a Clark County business license.

Respectfully submitted,

DONALD G. BURNETTE, County Manager

Cleared for Agenda

5/1/2012
00372
13

ER0372

**TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS
CBE-670**

This Contract is made and entered into this _____ day of _____, 2012, by and between CLARK COUNTY, a political subdivision of the State of NEVADA (hereinafter referred to as "OWNER"), and Bombardier Transportation (Holdings) USA, Inc. (hereinafter referred to as "CONTRACTOR"), for technical assistance support for Automated Transit Systems at McCarran International Airport (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and within the annual budget allowance set forth herein.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.
- D. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.

- E. It shall be the duty of the CONTRACTOR to assure that all software products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a software product which violates or infringes on any copyright or patent rights. The CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its software products in accordance with the terms of this Agreement. Permitted or required approval by the OWNER of any software products furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work scope. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
- F. CONTRACTOR shall appoint a Representative who will manage the performance of services. All of the services specified by this Contract shall be performed by the Representative, or by CONTRACTOR's associates and employees under the personal supervision of the Representative. Should the Representative, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of the replacement. If CONTRACTOR fails to make a required replacement within thirty (30) days, OWNER may terminate this Contract for default.
- G. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER specifically for this Contract relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Section.
- H. The CONTRACTOR agrees that its officers and employees will reasonably cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- I. The CONTRACTOR will follow OWNER'S standard procedures as followed by OWNER's staff and conveyed to Contractor in regard to programming changes; testing; change control; and other similar activities.
- J. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER or any other political subdivision of the State of Nevada.

K. ANTI-DISCRIMINATION

OWNER and its Board of Commissioners are committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidizing private discrimination.

The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.
4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

L. AIRPORT SECURITY

1. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of the Airport;
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at OWNER property be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$10,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate OWNER's identification badge at all times.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR subcontractors, vendors, suppliers and agents and their employees. CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier subcontractor.

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that OWNER reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the OWNER's Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Section L.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

CONTRACTOR's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, CONTRACTOR may be subject to a fine as detailed in Section L.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

M. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit D** prior to any Contract award by the Board of County Commissioners.

N. INTENTIONALLY LEFT BLANK

SECTION II RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Contract to appropriate management staff of OWNER, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representatives review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, surveys, records, and other pertinent documents.
 - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III SCOPE OF WORK

Services to be performed by the CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV CHANGES TO SCOPE OF WORK

- A. INTENTIONALLY LEFT BLANK
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

SECTION V. COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the amount of \$87,722.00 from May 2, 2012 through June 30, 2012 (pricing includes reboot support option). The total annual amount from July 1, 2012 through June 30, 2013 shall be \$533,638.00 (pricing includes reboot support option). Thereafter, each annual amount shall increase by 3% per year. The annual amounts shall be paid in equal monthly installments. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said annual amount, plus approved additional fees and expenses.
- B. Payments
1. Payment of invoices will be made within thirty (30) calendar days after receipt of an invoice that has been reviewed and approved by the OWNER's representative.
 2. The OWNER'S representative shall notify the CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice. Owner shall proceed to pay any undisputed amounts within thirty (30) calendar days, as provided above.
 3. If the OWNER fails to pay CONTRACTOR within thirty (30) calendar days after receipt of an invoice and fails to provide notice of any disputed amount included on the invoice as provided above, late payments will be subject to interest at the then current legal interest rate.
 4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, each party shall pay its own legal costs.
 5. All payments shall be due within thirty (30) calendar days after receipt of the invoice.
 6. Invoices shall be submitted to Accounts Payable, PO Box 11005, Las Vegas, NV 89111-1005.
- C. OWNER'S Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in Sections 2 and 3 below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the OWNER's Board of Commissioners fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due. OWNER will give CONTRACTOR reasonable notice of such event.
 3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR, except for Owner's liability in respect of claims, damages or expenses related thereto arising under this Contract.

SECTION VI SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR's subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

SECTION VII MISCELLANEOUS PROVISIONS

A. Time Schedule

- 1. Time is of the essence for the purposes of this Contract.
- 2. If the CONTRACTOR's performance of services is delayed it shall notify the OWNER's representative in writing of the reasons for the delay.
- 3. In case of failure on the part of the CONTRACTOR to complete the work scope within the time specified in the Contract, or with such additional time(s) as may be granted by written agreement, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the Contract or any extensions thereof, the CONTRACTOR shall be responsible for all damages caused by its failure to perform its required work scope subject to the terms of this agreement.

B. Termination

OWNER reserves the right to terminate the CONTRACTOR for cause by giving sixty (60) days prior written notice.

The performance of the work under this contract may be terminated by the OWNER in whole, or from time to time in part, in accordance with this paragraph whenever the OWNER determines that such termination is in the best interest of the County. Any such termination will be effected by a minimum of sixty (60) days prior written notice by registered or certified mail, return receipt requested to the CONTRACTOR specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Further, it will be deemed conclusively presumed and established that such termination is made with just cause as therein stated and no proof in any claim, demand, or suit will be required of the OWNER regarding such discretionary action. If such termination is given for nonperformance of the CONTRACTOR for work under this contract, the CONTRACTOR will not make claim for any termination expenses, except long-lead items which will not be received within the succeeding six (6) months, and for which the CONTRACTOR has an outstanding financial obligation.

After receipt of Notice of Termination, and except as otherwise directed by the OWNER, the CONTRACTOR will:

- 1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
- 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portions of the work under the contract as is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Assign to the OWNER, in the manner, at the times, and to the extent directed by the OWNER, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the OWNER will have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the OWNER to the extent it may require, which approval or ratification will be final for all purposes of this Section.

5. Complete performance of such part of the work which have not been terminated by the Notice of Termination; and
6. Take such action as may be necessary, or as the OWNER may direct, for the protection and preservation of the property related to the contract which is in the possession of the CONTRACTOR and in which the OWNER has an interest.
7. Within sixty (60) days after Notice of Termination, the CONTRACTOR will submit his termination claim to the OWNER in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR made in writing within such sixty (60) day period or authorized extension thereof, any and all such claims will be conclusively deemed waived.
8. Subject to the provisions of this paragraph, the CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto; provided that such agreed amount or amounts will never exceed the total year amounts as reduced by the amount of payments otherwise made and as further reduced by the amounts for work not terminated. The contract will be amended accordingly, and the CONTRACTOR will be paid the agreed amount. At no time may any partial termination result in CONTRACTOR's annual amount being reduced to less than the amount charged for one full-time person on-site.
9. Under a partial termination of the work under this contract, the OWNER will review the CONTRACTOR's termination claim, and make payment in the amount due the CONTRACTOR.

Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONTRACTOR's control.

CONTRACTOR shall not be in breach of this Contract if, for any reason, it discontinues its ATS business. It is provided, however, that in the event of such an occurrence, CONTRACTOR shall be obligated to act in good faith at the time of such occurrence and to the extent CONTRACTOR has such information readily available to assist OWNER in procuring the necessary technology and technical assistance necessary to continue to operate and maintain OWNER'S ATS.

C. Survivability

The terms and conditions of the Contract regarding confidentiality, indemnification, warranties, payment, and all others that by their sense and context are intended to survive the expiration of the Agreement will survive to the extent allowed for under applicable law.

D. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The CONTRACTOR shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit B** within ten (10) working days after OWNER request.

The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit B**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **Exhibit B**, and shall include costs of such insurance coverage in their prices.

G. Indemnity

The CONTRACTOR and its subcontractors of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, OWNER's Representative, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, to the extent caused by any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR and its subcontractors or of anyone acting under its direction or control or on its behalf in connection with this Contract. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. It is understood that CONTRACTOR will act in an advisory role only and will have no responsibility for directing the work of OWNER personnel or directing or enforcing OWNER policies and procedures in performing the ATS maintenance and operation.

H. Patent Indemnity

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

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

I. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by the CONTRACTOR is for the OWNER's information only.

J. Audits

The performance of any portion of this contract by the CONTRACTOR which results in special charges or additional costs to OWNER is subject to review by the OWNER to insure Contract compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested that relates to the performance of any such portion of this contract. All requests for information shall be made in writing to the CONTRACTOR. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and shall be cause for suspension and/or termination of the Contract.

K. Covenant

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Assignment

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void. CONTRACTOR may, however, assign or transfer the Contract to a parent, subsidiary or affiliated entity with notice to OWNER, provided that CONTRACTOR's Representative shall not be changed as a result of such assignment or transfer.

M. Governing Law

Nevada law shall govern the interpretation of this Contract.

N. Term of Contract

OWNER agrees to retain CONTRACTOR for the period from May 2, 2012 through June 30, 2019 with the option to renew for four (4) five-year periods. OWNER shall notify CONTRACTOR of its intent to renew a minimum of 90 days prior to the beginning of the subsequent renewal period. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract. Ninety days prior to the exercise of any renewal option, the OWNER and CONTRACTOR shall negotiate any necessary changes to the current pricing structure for the subsequent renewal term of this Contract. Both parties agree to negotiate in good faith to agree to a commercially reasonable pricing structure; however, either party may terminate if agreement cannot be reached following such good faith negotiations.

O. Confidential Treatment of Information

To the extent allowed by law, both Parties shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract and shall treat the other Party's confidential information with the same level of care as is afforded its own confidential information.

P. Limitation on CONTRACTOR'S liability

Except as provided for under its Insurance, Indemnity or Patent Indemnity obligations provided herein, and except for liability in respect of bodily injury or death, in no event shall CONTRACTOR'S liability exceed 100% of the annual Contract sum, excluding the amount associated with the Maximo license fees.

Neither CONTRACTOR nor OWNER shall be liable to the other for any direct, incidental or consequential damages of any nature or howsoever arising, including, but not limited to loss of profit, loss of revenue or loss of business use, subject to the exceptions set forth in this subsection "O."

Q. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: RANDALL H. WALKER, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: General Manager Operations and Maintenance, and
Vice President Contracts and Legal
BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.
1501 LEBANON CHURCH ROAD
PITTSBURGH, PENNSYLVANIA 15236-1491

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: _____
RANDALL H. WALKER
Director of Aviation

CONTRACTOR:

BOMBARDIER TRANSPORTATION (HOLDINGS) USA INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____
E. LEE THOMSON
Chief Deputy District Attorney

**EXHIBIT A
SCOPE OF WORK**

**TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS
CBE-670**

1. OWNER's TA Support Contract with CONTRACTOR

It has been determined by the OWNER that a Technical Assistance (TA) Support Contract is key for the successful operation and transition of maintenance for the Tram systems to be transitioned from CONTRACTOR to in-house staff of OWNER facility.

CONTRACTOR as the Manufacturer (Direct Vendor) shall provide an on-site Vendor Support representative to provide services which OWNER believes will enable the OWNER to operate, perform inspections, and complete preventative and corrective maintenance and repairs on the Airport's Automated Transit Systems (ATS). CONTRACTOR shall also provide urgent and necessary services to assist the OWNER in its efforts to restore the ATS system to operational status during significant system failures regardless of the time of day. The essence of this service provided by CONTRACTOR under this agreement is vendor support to aid the OWNER's goal to minimize operational cost, improve performance and efficiency, reduce down time events and provide a vital link as appropriate, via the on-site CONTRACTOR representative, to CONTRACTOR's headquarters expertise and support. These services will include the tasks specified below. Additional tasks may be mutually agreed upon by both parties during the course of the agreement.

This TA contract embodies all CONTRACTOR technical assistance support obligations for the C & D systems. Upon CONTRACTOR's receipt of notice of substantial completion on Contract 2273, this TA contract also applies to Terminal 3 (T3).

During the course of the systems useful life, overhauls of the equipment will be performed by the OWNER. At the end of the useful life, it is anticipated that the OWNER will perform a system upgrade and/or modernization of the ATS. OWNER acknowledges that CONTRACTOR, as the Original Equipment Manufacturer of the ATS, is qualified and well-situated to perform or support such efforts and agrees, to the extent allowed by law, to offer to CONTRACTOR the first opportunity to provide same.

2. On Site Technical Assistance Support Work Scope:

1. It is understood that CONTRACTOR will act in an advisory role only and will have no responsibility for directing the work of OWNER personnel or directing or enforcing OWNER policies and procedures
2. Provide urgent and necessary services to assist the OWNER in its efforts to restore the ATS system to operational status during significant system failures regardless of the time of day.
3. Provide a link as appropriate, via the on-site CONTRACTOR representative, to CONTRACTOR's headquarters expertise and support, including software support. It is understood that nothing in this Agreement is intended as an extension of any warranty provided on software or other components, equipment or systems supplied by CONTRACTOR under previous contracts and that certain software support may require additional compensation.
 - (a) CONTRACTOR shall employ reasonable efforts to remedy any routine errors that are identified by Owner and communicated to CONTRACTOR.
 - (b) CONTRACTOR shall advise OWNER if updates or other enhancement opportunities become available for any system software.
 - (c) If option is exercised by OWNER, CONTRACTOR will provide on call telephone support by CONTRACTOR's software specialist(s) while OWNER reboots the ATS servers from 1:00 a.m. to 3:00 a.m. Pacific Time each Thursday (see "Reboot Support Option" in Section 4 below).
4. Provide technical assistance for OWNER's operation and preventative maintenance program. This will include monitoring results, reviewing processes, and making recommendations based on their findings.
5. Provide technical assistance for service interruptions, restoration after a failure, and the repair and/or adjustment of equipment OWNER identifies as not in service or, removed from service as a result of failure.
6. Representative will be available at OWNER discretion for on site assistance during system incidents.
7. Facilitate and interface with CONTRACTOR headquarters personnel on technical issues.

8. Recommend changes to OWNER procedures due to potential safety implications.
 9. Provide proposal for potential improvements in availability and/or reliability.
 10. OWNER will provide the on site representative with access to all report outputs to allow representative to generate weekly, monthly and yearly availability reports.
 11. Present cost and time estimates for projects outside of the agreement.
 12. Facilitate any parts issues. CONTRACTOR shall provide repair or replacement parts at fair and reasonable prices based on prices for similar or equivalent items charged to its other customers prevailing at the time of purchase.
 13. Facilitate and interface with CONTRACTOR headquarters personnel to propose changes in operations and maintenance procedures, primary and subsystem enhancements, drawing and schematic updates, and upgrade opportunities.
 14. Facilitate and provide interface between CONTRACTOR headquarters personnel and OWNER to provide information on current improvements and system related problems that have been discovered on similar CONTRACTOR ATS systems.
 15. Coordinate and review ATS defined safety and reliability improvements that have been generated by OWNER. Provide cost and time estimates for such improvements.
 16. Any revisions identified by CONTRACTOR as necessary to the safety of the system resulting from a design deficiency will be provided at no additional cost, subject to applicable law.
 17. Call in assistance via the CONTRACTOR's on-site representative to CONTRACTOR engineer(s) for out of the ordinary system issues. If such assistance requires the engineer to travel to the site, the CONTRACTOR's then current hourly rate shall apply. This rate may be amended throughout the term of the Contract and related travel expense will be pre-approved in advance of bringing out the expert to help resolve the issue.
 18. Send defective parts back to CONTRACTOR (RMR) and track and log all associated paperwork. CONTRACTOR representative will complete all necessary CONTRACTOR paperwork. OWNER will package up the item(s) accordingly and hand over to OWNER ATS supervisor for shipping.
 19. Ensure all proprietary PC boards and equipment are loaded with correct software and ready for system use
 20. It is understood that it shall not be CONTRACTOR responsibility to resolve any such technical issue but rather to assist and advise OWNER.
 21. Submit proposal(s) and price for on the job training for maintenance staff to upgrade competencies where OWNER identifies a need.
 22. CONTRACTOR shall not incur any financial liability under this Contract that results from OWNER's lack of or improper operation and maintenance of the ATS.
- 3. On Site Technical Assistance Support Administration:**
- Supplemental to the scope of work, the OWNER and CONTRACTOR, agree to the following:
1. OWNER will be the representative's primary assignment.
 2. CONTRACTOR technical assistance representative shall take direction from OWNER ATS Manager only.
 3. CONTRACTOR technical assistance representative work hours will be a standard 40 hour week, Monday through Friday. Representative's benefits, holidays, and vacation will be in accordance with CONTRACTOR's policies. Adjustments to work schedule and shift will be mutually agreed upon between the CONTRACTOR technical assistance representative and the OWNER.
 4. Contact of the CONTRACTOR technical assistance representative during off hours and for emergency situations (both lanes out of service, major damage to equipment, or personal injury) will be via cell phone.
 5. The representative will be available to CONTRACTOR to attend CONTRACTOR training sessions, engineering workshops and reliability workshops for a maximum of fifteen (15) working days per contract year. The maximum time for deployment of the representative away from OWNER for such sessions (but excluding scheduled vacations) will be no longer than five (5) consecutive working days at any time.
 6. Problems and/or system failures under investigation should be resolved or a plan should be in place prior to the representative leaving the site.

7. CONTRACTOR will advise point of contact when the technical assistance representative is on holiday or on planned vacation.
8. If a system failure or other system related problem occurs while the representative is away from the site, except for planned vacation, the OWNER reserves the right to request the representative to return to OWNER within twenty four (24) hours. If system related problems can be resolved through telephone support and agreed to by the OWNER, CONTRACTOR will make the representative available by telephone on an as needed basis.
9. The representative shall not be changed without the review and prior written approval of the OWNER. The OWNER reserves the right to reject a proposed candidate after a resume review.
10. The OWNER may eliminate the need for the representative at a future date with 60 days notice. CONTRACTOR agrees to provide access to spare parts at CONTRACTOR aftermarket pricing at fair reasonable prices based on equivalent prices to other similar users.
11. Representative will be knowledgeable of CX-100 / City Flo-650 system, similar to that currently running at OWNER.
12. OWNER will furnish the following to be used for work purposes only. CONTRACTOR representative will follow OWNER policies and procedures for approved use of such items.
 - a. Security Badge
 - b. Parking
 - c. Lockable Office
 - d. Radio / Keys
 - e. Tools / Flashlight
 - f. Computer with printer, internet & OWNER database access
 - g. Cell phone with camera
 - h. Office supplies
 - i. Land line phone & long distance
13. CONTRACTOR will provide the representative with a mailing address, a computer for access to CONTRACTOR intranet, and any other proprietary applications, software or material that might be needed to fulfill contract obligations. OWNER agrees that CONTRACTOR will continue to maintain and protect such proprietary applications and OWNER receives no entitlement to access or use of same by virtue of this agreement.
14. OWNER will maintain the Maximo System version 7.1.1.6 provided as part of the 2273 Contract. CONTRACTOR shall provide licensing for up to 29 OWNER ATS employees for the duration of this agreement. Should Maximo version 7.1.1.6 no longer be available or if the OWNER wishes to upgrade to a newer Maximo version a change order will be executed to the agreement.

4. **Payment Schedule:**

YEAR	TIME PERIOD	ESCALATION	MONTHLY PAYMENT	TOTAL PAYMENTS
1	5/2/2012 – 06/30/2012	N/A	\$39,407.00	\$77,734.00
2	07/01/2012 – 06/30/2013	N/A	\$39,407.00	\$472,880.00
3	07/01/2013 – 06/30/2014	3.00%	\$40,589.00	\$487,066.00
4	07/01/2014 – 06/30/2015	3.00%	\$41,807.00	\$501,678.00
5	07/01/2015 – 06/30/2016	3.00%	\$43,061.00	\$516,729.00
6	07/01/2016 – 06/30/2017	3.00%	\$44,353.00	\$532,231.00
7	07/01/2017 – 06/30/2018	3.00%	\$45,683.00	\$548,198.00
8	07/01/2018 – 06/30/2019	3.00%	\$47,054.00	\$564,643.00
TOTAL AMOUNT:				\$3,701,159.00

Reboot Support Option

For Years 1 and 2 above, \$60,758 annually (\$5,063 monthly). Delete obligation or renegotiate for period beginning July 1, 2013.

Clark County Department of Aviation – 4/23/2012

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**EXHIBIT B
INSURANCE REQUIREMENTS**

**TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS
CBE-670**

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, CONSULTANT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

Format/Time: The CONTRACTOR, shall provide OWNER with Certificates of Insurance, per the sample format (page A-4), as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverage's as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) calendar days** after the award by the OWNER. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the contract and any renewal periods.

1. Best Key Rating: The OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A- VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance. The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the OWNER.
2. OWNER Coverage: The OWNER, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation, and Employer's Liability insurance coverage's. The CONTRACTOR insurance shall be primary as respects the OWNER, its officers, employees, agents, and volunteers.
3. Endorsement/Cancellation: The CONTRACTOR general liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR contractual obligation of additional insured to OWNER and must note that the OWNER will be given notice pursuant to policy provisions by certified mail "return receipt requested" of any policy changes cancellations, or any erosion of insurance limits.
4. Worker's Compensation: Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
5. Employer's Liability: Employer's liability with a minimum limit of \$500,000.
6. Commercial Liability: Commercial liability insurance covering standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and for liability arising from acts of its Subcontractors acting on Contractor's behalf, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:

General Aggregate	\$2,000,000.
Products/Completed Operations Aggregate	\$2,000,000.
Personal and Advertising Injury	\$1,000,000.
Each Occurrence Limit	\$1,000,000.

It is further required that all insurance be on an occurrence basis and not a *claim made* basis.

These are minimum requirements. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with prior to starting any work or services on your project.

7. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$100,000** without the express written permission of the OWNER.
8. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage's required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
9. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONTRACTOR.

10. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
11. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
12. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. Successful Bidder's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
 5. Worker's Compensation
 6. Description: Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 7. Certificate Holder:
Clark County
c/o Department of Aviation-Purchasing
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 8. Authorized Agent Signature

CLARK COUNTY CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY)	
PRODUCER 1. INSURANCE BROKERS NAME, ADDRESS, PHONE & FAX NUMBERS			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.				
			COMPANIES AFFORDING COVERAGE			3. BEST'S RATING	
INSURED 2. NAME, ADDRESS, PHONE & FAX NUMBERS			COMPANY LETTER	A	COMPANY'S		
			COMPANY LETTER	B	BEST KEY		
			COMPANY LETTER	C	RATING		
			COMPANY LETTER	D	A- VII or BETTER		
			COMPANY LETTER	E			
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT. UNDERGROUND EXPLOSION & COLLAPSE INDEPENDENT CONTRACTOR	(A)	(B)	(C)	GENERAL AGGREGATE \$ (D) 2,000,000 PRODUCTS-COMP/OP AGG. \$ (E) 2,000,000 PERSONAL & ADV. INJURY \$ (F) 1,000,000 EACH OCCURRENCE \$ (G) 1,000,000 FIRE DAMAGE (Any one fire) \$ (H) 50,000 MED. EXPENSE (Any one person) \$ (I)		
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT \$ (N) 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000		
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE \$ 1,000,000		
6.	<input checked="" type="checkbox"/> WORKER'S COMPENSATION OTHER						
7. DESCRIPTION: CBE NO. 670 - TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)							
8. CERTIFICATE HOLDER			CANCELLATION				
CLARK COUNTY C/O DEPARTMENT OF AVIATION PURCHASING 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111-1005			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
			9. Authorized Agent				

NAMED INSURED:					
POLICY PERIOD:				ENDORSEMENT EFFECTIVE DATE:	
CBE NO.	670	TITLE:	TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

**CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND
AUTHORIZED REPRESENTATIVES**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

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

Section II

Who is an insured is amended to include as an additional insured the person or organization
shown in the Schedule, but only with respect to liability arising out of "your work" at the location
designated and described in the schedule of this endorsement performed for that insured and
included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

ATTACHMENT 1

AFFIDAVIT

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as CBE No. 670 entitled, Technical Assistance Support Contract for Automated Transit Systems;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

EXHIBIT C
TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS
CBE-670

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐MBE ☐WBE ☐PBE ☐SBE ☐NBE ☐LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

EXHIBIT C

**TECHNICAL ASSISTANCE SUPPORT CONTRACT FOR AUTOMATED TRANSIT SYSTEMS
CBE-670**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 5. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____

 6. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
Ethnicity: ☐ Asian ☐ Black ☐ Caucasian ☐ Hispanic ☐ Native American ☐ Other: _____
- ☐ No MBE, WBE, PBE, SBE, nor NBE subcontractors will be used.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT D

DISCLOSURE OF OWNERSHIP / PRINCIPALS

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in *N/A*.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (OWNER), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

Business Entity Type					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:					
(Include d.b.a., if applicable)					
Street Address:			Website:		
City, State and Zip Code:			POC Name and Email:		
Telephone No:			Fax No:		
Local Street Address:			Website:		
City, State and Zip Code:			Local Fax No:		
Local Telephone No:			Local POC Name Email:		
Number of Clark County Nevada Residents Employed:					

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT 17

00399

ER0399

AB-94 (AS AMENDED)

IN REFLECTING UPON THE DISCUSSION WHICH TOOK PLACE DURING THE FEBRUARY 12TH HEARING BEFORE THE GOVERNMENT AFFAIRS COMMITTEE I FEEL THAT A GOOD DEAL OF CONFUSION EXISTS AMONG THE COMMITTEE MEMBERS AS TO THE PURPOSE AND INTENT OF THE PROPOSED REVISIONS BY THE LEGISLATIVE PURCHASING STUDY COMMITTEE.

THEREFORE, I BELIEVE A MORE IN DEPTH EXPLANATION IS WARRANTED WHICH SHOULD CLARIFY OUR POSITION AND ADDRESS THE SPECIFIC CONCERNS WHICH YOU HAVE EXPRESSED.

- IN ORDER TO DETERMINE THE SCOPE AND EXTENT OF THE PROBLEMS FACING LOCAL GOVERNMENTS AND THE ADVERSE FINANCIAL POSITION WHICH WE HAVE BEEN PLACED BY COMPLYING WITH THE EXISTING STATUTES IT IS NECESSARY TO ADDRESS THREE STATUTES, NRS 112, LOCAL GOVERNMENT PURCHASING ACT, NRS 114 AND 115 COVERING PUBLIC WORKS PROJECTS.

• NRS 112 -

THE LOCAL GOVERNMENT PURCHASING ACT SETS FORTH CONTRACTUAL PROCEDURES TO BE FOLLOWED BY LOCAL GOVERNMENTS IN CONTRACTING FOR SERVICES, SUPPLIES AND EQUIPMENT IRREGARDLESS OF THE TYPE AND NATURE OF THE CONTRACT.

• SAID PROCEDURES PROVIDE FOR:

- - CONTRACT AWARD OF LESS THAN \$2500.00 WITHOUT FORMAL ADVERTISING.
- - CONTRACT AWARD OF \$2500.00 TO \$4999.00 BY INFORMAL BIDS WHICH MUST BE SUBMITTED TO TWO OR MORE PERSONS CAPABLE OF PERFORMING THE CONTRACT IF AVAILABLE, AND REQUIRES THE MAINTENANCE OF PERMANENT RECORDS OF ALL REQUESTS FOR BIDS AND ALL BIDS RECEIVED.

• CONTRACTS IN AN ESTIMATED AGGREGATE AMOUNT OF \$5000.00 OR MORE MUST BE AWARDED AS A RESULT OF A FORMAL ADVERTISED BID AND IN COMPLIANCE WITH ALL REQUIREMENTS THEREOF.

• AS PREVIOUSLY STATED THESE PROCEDURES ARE APPLICABLE TO ALL CONTRACTS IRRESPECTIVE OF SUBJECT MATTER, WITH THE EXCEPTION OF THOSE ITEMS SPECIFICALLY EXEMPTED BY STATUTE.

• NRS 338 GOVERNING PUBLIC WORKS PROJECTS

BY DEFINITION AS WRITTEN, WITHOUT THE BENEFIT OF REVISION THE TERM "PUBLIC WORK" READS:

"PUBLIC WORK" MEANS NEW CONSTRUCTION OF AND THE REPAIR AND RECONSTRUCTION WORK OF ALL PUBLIC BUILDINGS, PUBLIC HIGHWAYS, PUBLIC ROADS, PUBLIC STREETS AND ALLEYS, PUBLIC UTILITIES PAID FOR IN WHOLE OR IN PART BY PUBLIC FUNDS, PUBLICLY OWNED WATER MAINS AND SEWERS, PUBLIC PARKS AND PLAYGROUNDS, AND ALL OTHER PUBLICLY OWNED WORKS AND PROPERTY".

• AS IT STANDS, WE NOW HAVE TWO STATUTES GOVERNING THE SAME FUNCTION UNDER DIFFERENT RULES AND REGULATIONS.

• BECAUSE OF THE A/G'S OPINION THAT REPAIR AND MAINTENANCE ARE SYNONYMOUS, OUTSIDE SERVICES REQUIRED TO MAINTAIN OUR FACILITIES IN THE AREAS OF HOUSEKEEPING, GENERAL MAINTENANCE AND MINOR REPAIRS ARE NO LONGER CONTRACTED FOR UNDER THE PROVISIONS OF NRS 332 LOCAL GOVERNMENT PURCHASING ACT, BUT RATHER UNDER NRS 338 PERTAINING TO PUBLIC WORKS PROJECTS.

• ALTHOUGH THERE ARE A NUMBER OF DIFFERENCES IN REQUIREMENTS BETWEEN THE TWO STATUTES WHICH ARE TIME CONSUMING AND COSTLY TO THE LOCAL GOVERNMENT THE PRIMARY FACTOR IN CONTENTION IS THAT ALL CONTRACTS NEGOTIATED REGARDLESS OF AMOUNT SHALL BE IN ACCORDANCE WITH THE PREVAILING WAGE DETERMINATION OF THE LABOR COMMISSIONER PLUS FRINGE BENEFITS.

•HRS ALL GOVERNING PUBLIC WORKS STATUTES

REQUIRES PAYMENT AND PERFORMANCE BOND IN AN AMOUNT OF
NOT LESS THAN 50 PERCENT OF THE CONTRACT AMOUNT.

OBJECTIONS TO THE CONSTRAINTS OF THE PUBLIC WORKS STATUTES
IN THE AREA OF HOUSEKEEPING, REPAIR AND MAINTENANCE ARE:

- 1) COMPLIANCE ELIMINATES THE COMPETITIVE ASPECTS OF
CONTRACTING WHICH IS THE PRIMARY INTENT OF THE LOCAL
GOVERNMENT PURCHASING ACT.
- 2) DEPRIVES APPROXIMATELY 75% OF THE SMALL LOCAL
INDEPENDENT VENDORS OF THE OPPORTUNITY TO CONTRACT
WITH STATE OR LOCAL GOVERNMENT AGENCIES.
- 3) ELIMINATES MINORITY CONTRACTORS TOTALLY.
- 4) FUNNELS ALL TAX DOLLARS EAR MARSED FOR OUTSIDE
SERVICES TO A SMALL SPECIAL INTEREST GROUP WHICH
CONSISTS OF THE MORE AFFLUENT VENDORS WITHIN THE
STATE
- 5) INCREASES THE OPERATING COSTS OF STATE AND LOCAL
GOVERNMENT WITHIN THE CATEGORIES SPECIFIED BY 50%
TO 100% ON EACH CONTRACT AWARDED BECAUSE OF
ADHERENCE TO THE POSTED LABOR WAGE SCALES.
- 6) TOTALLY DISREGARDS THE RIGHT TO WORK LAW OF THIS STATE
AND PLACES THE CONTRACTING AUTHORITY IN A POSITION OF
DISCRIMINATING AGAINST A NON-UNION LABOR FORCE WHICH
HERETOFORE WE HAVE BEEN UNABLE TO DO.
- 7) IT IS ESTIMATED THAT IF ALL AGENCIES WERE COMPLYING
FULLY TO THE REQUIREMENTS STATED THAT A MINIMUM OF
\$1,000,000 OR MORE PER QUARTER WOULD BE SPENT TO
ACQUIRE THE SAME SERVICES PREVIOUSLY CONTRACTED
FOR UNDER HRS 112 FOR LESS

8) GENERALLY SPEAKING, SERVICES PROVIDED ARE PERFORMED BY NON-SKILLED LABORERS WHO ARE PAID MUCH LESS THAN THE SKILLED TRADESMAN ADDRESSED IN THE POSTED LABOR RATES.

IT IS MY UNDERSTANDING THAT EFFECTIVE JULY 1, 1981, THE POSTED NON-SKILLED LABORER CATEGORY WILL BE \$11.71/HOUR.

9) WE HAVE AND ARE CONTINUING TO LOSE WELL QUALIFIED VENDORS WHO SIMPLY CANNOT AND WILL NOT PAY THEIR EMPLOYEES AT THE RATES STIPULATED.

10) IN SOME INSTANCES WE HAVE BEEN TOTALLY UNABLE TO CONTRACT FOR SERVICES PREVIOUSLY AVAILABLE TO US

• WASHOE COUNTY TOTALLY SUPPORTS THE PROVISIONS OF NRS 338 AND 339 WITH REGARD TO BONA FIDE PUBLIC WORKS PROJECTS. HOWEVER, WE DO NOT FEEL THAT THE CATEGORIES IN QUESTION MEET THAT CRITERIA AND SHOULD THEREFORE BE REMOVED VIA THE REVISIONS SUBMITTED.

• BY DOING SO, YOU WILL NOT BE GRANTING THE CONTRACTING AUTHORITY ANY ADDITIONAL LATITUDE. YOU WOULD BE REMOVING THE CONFLICT BETWEEN STATUTES, RESTORING THE COMPETITIVENESS WHICH SHOULD EXIST, AND REDUCE OPERATING COSTS FOR BOTH STATE AND LOCAL GOVERNMENTS.

• THE END RESULT WOULD BE THAT THE STATUTES AS REVISED WOULD PROVIDE ADEQUATE CONSTRAINTS AND SAFEGUARDS AGAINST VIOLATIONS FOR ALL CONTRACTS IRRESPECTIVE OF TYPE AND NATURE.

• I STRONGLY URGE YOUR THOUGHTFUL CONSIDERATION OF THE FACTS
PRESENTED FOR THE IMPACT IS FAR GREATER THAN EVEN THOSE
OF US WORKING WITH IT ON A DAILY BASIS EVER IMAGINED.

• AT A TIME WHEN THERE IS SO MUCH CRITICISM OF GOVERNMENT SPENDING
I DO NOT BELIEVE THAT WE CAN CONTINUE ON THIS COURSE WITHOUT
A "HUMAN OUTCRY" FROM THE BUSINESS COMMUNITY AND TAXPAYERS.



The State of Nevada

Executive Chamber

November 3, 1930

Robert Eist
Collector

Capitol Complex
Carson City, Nevada 89710

Mr. Thomas J. Milligan
City of Sparks
431 Prater Way
Sparks, Nevada 89431

Dear Mr. Milligan:

During the past three months, the Office of the Labor Commissioner has been asked by local government agencies in Washoe County to review the public works project requirements contained in Chapters 338 and 339, Nevada Revised Statutes.

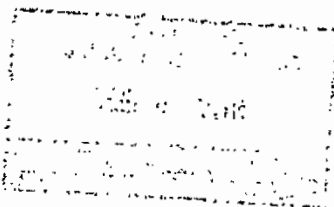
As you are aware, NRS 338.020 requires that every contract to which a public body is a party is subject to the reporting and prevailing wage provisions of the state public works laws.

The local government agencies had requested that the Labor Commissioner establish monetary thresholds below which the prevailing wage and reporting requirements would not apply.

Upon review of the matter with legal counsel, the Labor Commissioner denied the request and ruled that all public works projects entered into by local government agencies must comply with the prevailing wage and reporting requirements. This would include minor repair and maintenance contracts, operating services, and purchasing contracts on which labor is employed.

The Labor Commissioner ruled that he did not have the legal authority to establish arbitrary monetary thresholds, or to raise the \$2,000 bonding requirement specified in Chapter 339, Nevada Revised Statutes.

The ruling was reviewed by Washoe County District Attorney Calvin Dunlap and Reno City Attorney Louis Test who requested a ruling from the Attorney General on the matter.



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ER0405

Mr. Thomas J. Milligan
November 3, 1980
Page Two

The Attorney General's Office upheld the Labor Commissioner's ruling. In an opinion issued September 2, 1980, Deputy Attorney General Donald Klasic stated:

"[I]n short, there appears nothing in either statute (NRS 338.010(3) and NRS 339.015(2)) which would justify a limitation on the term 'repair' to include only structural changes to a building. The term 'repair' as utilized in each statute is simply too broad for such limitation. . . ."

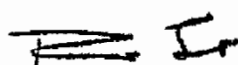
I am enclosing a copy of the Attorney General's opinion for your information.

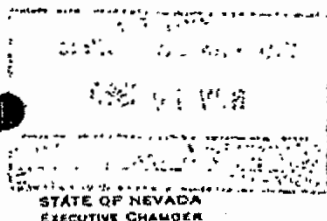
In light of the legal opinion, the Labor Commissioner simply cannot institute an "administrative remedy" that would be contrary to the wording of the statutes.

I agree with you that current procedures adversely affect the efficiency of local public works' activities. Nevertheless, it is clear that we must adhere to the statutes as they are written. You can be assured that I will do everything necessary to see that this problem is resolved, as soon as possible, through corrective legislative action. Until that time, we must continue to work together to minimize the effect of this procedure on the activities of our individual operations.

Thank you for your cooperation and your interest in this matter.

Sincerely,


ROBERT LIST
Governor



772

00406

ER0406

MEMBERS PRESENT: Chairman Dini
Mr. DuBois
Mr. May
Mr. Mello
Mr. Nicholas
Mr. Polish
Mr. Prengaman
Mr. Redelsperger

MEMBERS EXECUSED: Vice Chairman Schofield
Mr. Craddock
Mr. Jeffrey

GUESTS: Please refer to the guest list attached to
the minutes of this meeting.

Chairman Dini called the meeting to order at 8:00 A.M.

Mr. Dini indicated that he had a request to introduce BDR 34-1032
by the Clark County School District.

Mr. May moved for committee introduction of BRD 34-1032, which
was seconded by Mr. DuBois. The motion carried unanimously.

Mr. Dini announced that the first bill that the committee would
consider this morning would be AB 275.

Mr. John Crossley, Legislative Auditor testified first. Mr.
Crossley stated that this particular bill encompasses many of
the audit recommendations contained in our audit reports. Up
to two sessions ago we used to have separate bills on each one
of these recommendations which was 14 to 15 bills and we decided
it would be less expensive to try and incorporate many of the
provisions or recommendations into one bill and this is what
we have done the last two sessions. We do have other bills
of course out of the audit reports but this one takes in many
of the recommendations. This particular bill involves the
creation, repealing, categorizing and retitling of funds in
the State's accounting system. Mr. Crossley handed out a
copy of his testimony for the committee, which is attached to
the minutes of this meeting as EXHIBIT A.

Mr. Crossley discussed Exhibit A with the committee.

Assemblyman Robinson testified next on AB 151. Dr. Robinson
indicated that his motivation for putting in this bill came
about as I was subjected to more and more criticism from
constituents for having voted for this measure in the first
place and of all of the bills over the four sessions that I
have been in and voted for, I think this is the only one that
I regretted that I had voted for, not that it did not accomplish.

(Committee Minutes)

Minutes of the Nevada State Legislature
Assembly Committee on GOVERNMENT AFFAIRS
Date: March 17, 1981
Page: 13

Mr. Robert Gagnier, Executive Director of the State of Nevada Employees Association testified next. Mr. Gagnier indicated that he would like to speak on behalf of AB 278. Mr. Gagnier indicated that he agreed with everything that has been stated here this morning.

Mr. Jim Wittenberg, State Personnel Division, testified next. He indicated that he thought the problem that is caused at the state level is the result of salaries in the structure. He indicated that this law affects some 58 people. He indicated that they had serious recruitment and retention problems.

Mr. Robert Forbus, Clark County School Board testified next. He indicated that he was in favor of this bill, and that he did not have a vested interest.

Mr. Charles Sylvestre, Clark County School District testified next. He indicated that he concurred with the previous speakers. He stated that their district is a very large district. It is the 23rd largest in the United States and employs 7,600 people.

Mr. Dan Fitzpatrick testified next. He stated there was a problem in Clark County. It is a matter of retention and that they had a contradiction in the law. He further stated that there was a situation now where 13 individuals cannot make a comparable salary.

This concluded the testimony on AB 278. The committee took a short recess.

Mr. Dini indicated that the next bill before the committee is AB 275. He stated that this bill needs an amendment.

Mr. Nicholas moved for amend and do pass on AB 275, which was seconded by Mr. Polish. The motion carried unanimously. Mr. Jeffrey and Mr. Craddock were not present at the time of this vote.

Mr. Dini asked Mr. Nicholas about the subcommittee amendments on AB 94.

Mr. Nicholas stated that as a result of the several meetings that we had and the testimony that we took in our final meeting, in conjunction with all of the people who were in attendance at the meeting with Assemblyman Jeffrey and I, worked out this amendment which conforms with the wishes of all present, including Assemblyman Jeffrey and myself, so this is sent back to the committee as the recommendation of the subcommittee on AB 94, for your approval and process.

Mr. Dini stated that the amendment lowers the limit to \$2,000. A copy of the amendment to AB 94 is attached to the minutes of this meeting as EXHIBIT E.

(Committee Minutes)

A Form 70

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Mr. Dini stated that he would like to commend the committee on AB 94 for their work on this bill.

Mr. Nicholas moved for an amend and do pass on AB 94, which was seconded by Mr. Redelsperger. The motion carried unanimously. Mr. Jeffrey and Craddock were not present at the time of the vote.

Mr. Dini indicated the next bill up for discussion would be AB 151. Mr. May moved for a do pass on AB 151, which was seconded by Mr. Mello. The motion carried unanimously. Mr. Jeffrey and Mr. Craddock were not present at the time of the vote.

Mr. Dini indicated that the next bill to be discussed would be AB 276. He indicated that the committee had the amendments from Dan Fitzpatrick. Mr. Dini stated that with the amendment presented by Dan Fitzpatrick and the conflict notice that that would be a good bill. Mr. Polish moved for an Amend and Do Pass on AB 276, which was seconded by Mr. DuBois. The motion carried unanimously. Mr. Jeffrey and Mr. Craddock were not present at the time of the vote.

The next bill discussed by the committee was AB 282. Mr. Dini stated that he felt personally that AB 282 was a bill that we don't really need on the books.

Mr. Mello moved for an Indefinite Postponement of AB 282, which was seconded by Mr. Redelsperger.

Mr. Dini asked if there was any discussion.

Mr. Mello asked if he could say why he made that motion. Frankly I felt when Dave Farraguarre came back the second time, he gave a good case to keep it. I don't understand the problems. They have been treating the deputies as unclassified and perhaps that is why they haven't any problems and if they treat them like classified, maybe they will have some, but until we actually see if they are going to have problems if they treat them as classified. There are no problems in Clark County, obviously.

Mr. Dini asked for a vote of the committee of who was in favor of indefinitely postponing AB 282. The motion carried unanimously. Mr. Jeffrey and Mr. Craddock were not present at the time of the vote.

Mr. Dini stated that he had the amendments for the bonding bill, AB 189, where the State Treasurer has a municipal bond bank and I would like to have a motion to amend it and re-refer back to committee.

Mr. Mello moved for the amendment and re-referral back to committee, which was seconded by Mr. Schofield. The motion on AB 189 carried unanimously.

1981 REGULAR SESSION (61st)

ASSEMBLY ACTION		SENATE ACTION		Assembly AMENDMENT BLANK	
Adopted <input type="checkbox"/>		Adopted <input type="checkbox"/>		AMENDMENTS to Assembly	
Lost <input type="checkbox"/>		Lost <input type="checkbox"/>		Joint	
Date: <input type="checkbox"/>		Date: <input type="checkbox"/>		Bill No. 94	Resolution No.
Initial: <input type="checkbox"/>		Initial: <input type="checkbox"/>		BDR. 28-233	
Concurred in <input type="checkbox"/>		Concurred in <input type="checkbox"/>		Proposed by Committee on Government Affairs	
Not concurred in <input type="checkbox"/>		Not concurred in <input type="checkbox"/>			
Date: <input type="checkbox"/>		Date: <input type="checkbox"/>			
Initial: <input type="checkbox"/>		Initial: <input type="checkbox"/>			

Amendment No. 210

Conflicts with Amendment No. 40

Amend section 1, page 1, line 15, by deleting "exceeds \$5,000." and inserting "as a whole exceeds \$2,000."

Amend the bill as a whole by adding a new section designated as section 2, following section 1, to read as follows:

"Sec. 2. Chapter 338 of NRS is hereby amended by adding thereto a new section which shall read as follows:

The requirements of this chapter do not apply to a contract awarded in compliance with chapter 332 or 333 of NRS which is:

1. Directly related to the normal operation of the public body or the normal maintenance of its property.
2. Awarded to meet an emergency which results from a natural or man-made disaster and which threatens the health, safety or welfare of the public."

To: E & E
LCR File
Journal
Engrossment
Bill

Drafted by: FWD:smc Date: 3-10-81

00410

ER0410

Senate Bill No. 256.

Assemblyman Vergiels moved that the bill be referred to the Committee on Judiciary.

Motion carried.

Senate Bill No. 298.

Assemblyman Vergiels moved that the bill be referred to the Committee on Transportation.

Motion carried.

Senate Bill No. 333.

Assemblyman Vergiels moved that the bill be referred to the Committee on Education.

Motion carried.

SECOND READING AND AMENDMENT

Assembly Bill No. 88.

Bill read second time, ordered engrossed and to third reading.

Assembly Bill No. 94.

Bill read second time.

The following amendment was proposed by the Committee on Government Affairs:

Amendment No. 210.

Amend section 1, page 1, line 15, by deleting "*exceeds \$5,000.*" and inserting "*as a whole exceeds \$2,000.*".

Amend the bill as a whole by adding a new section designated as section 2, following section 1, to read as follows:

"Sec. 2. Chapter 338 of NRS is hereby amended by adding thereto a new section which shall read as follows:

The requirements of this chapter do not apply to a contract awarded in compliance with chapter 332 or 333 of NRS which is:

1. *Directly related to the normal operation of the public body or the normal maintenance of its property.*

2. *Awarded to meet an emergency which results from a natural or man-made disaster and which threatens the health, safety or welfare of the public.*"

Assemblyman Nicholas moved the adoption of the amendment.

Remarks by Assemblyman Nicholas.

Amendment adopted.

Bill ordered reprinted, engrossed and to third reading.

Assembly Bill No. 151.

Bill read second time, ordered engrossed and to third reading.

Assembly Bill No. 189.

Bill read second time.

The following amendment was proposed by the Committee on Government Affairs:

Amendment No. 260.

Amend sec. 2, page 1, by deleting lines 6 and 7 and inserting: "preservation of the property and natural resources of the State of Nevada, and to obtain the benefits thereof; and that the state should".

Amend sec. 2, page 1, line 9, after "loans" by inserting "to municipalities".

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(REPRINTED WITH ADOPTED AMENDMENTS)
FIRST REPRINT

A. B. 94

ASSEMBLY BILL NO. 94—COMMITTEE ON
GOVERNMENT AFFAIRS

FEBRUARY 2, 1981

Referred to Committee on Government Affairs

SUMMARY—Limits definition of "public works." (BDR 28-233)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State or on Industrial Insurance: No.

EXPLANATION—Matter in *italics* is new; matter in brackets [] is material to be omitted.

AN ACT relating to public works; limiting their definition for certain purposes; and providing other matters properly relating thereto.

*The People of the State of Nevada, represented in Senate and Assembly,
do enact as follows:*

- 1 SECTION 1. NRS 338.010 is hereby amended to read as follows:
- 2 338.010 As used in this chapter:
- 3 1. "Day labor" means all cases where public bodies, their officers,
- 4 agents or employees, hire, supervise and pay the wages thereof directly
- 5 to a workman or workmen employed by them on public works by the day
- 6 and not under a contract in writing.
- 7 2. "Public body" means the state, county, city, town, village, school
- 8 district or any public agency of this state or its political subdivisions spon-
- 9 soring or financing a public work.
- 10 3. "Public work" means *any project for the new construction [of*
- 11 *and the repair and], repair or reconstruction [work on all] of public*
- 12 *buildings, public highways, public roads, public streets and alleys, public*
- 13 *utilities paid for in whole or in part by public funds, publicly owned*
- 14 *water mains and sewers, public parks and playgrounds, and all other*
- 15 *publicly owned works and property [.] whose cost as a whole exceeds*
- 16 *\$2,000.*
- 17 4. "Wages" means:
- 18 (a) The basic hourly rate of pay; and
- 19 (b) The amount of pension, health and welfare, vacation and holiday
- 20 pay, the cost of apprenticeship training or other similar programs, or
- 21 other bona fide fringe benefits which are a benefit to the workman.
- 22 The obligation of a contractor or subcontractor to make such wage
- 23 payments in accordance with the prevailing wage determination of the
- 24 labor commissioner may be discharged by the making of payments in

00412

ER0412

1 cash, or by making contributions to an established third person pursuant
2 to a fund, plan or program in the name of the workman.

3 5. "Workman" means a skilled mechanic, skilled workman, semi-
4 skilled mechanic, semiskilled workman or unskilled workman.

5 SEC. 2. Chapter 338 of NRS is hereby amended by adding thereto a
6 new section which shall read as follows:

7 *The requirements of this chapter do not apply to a contract awarded*
8 *in compliance with chapter 332 or 333 of NRS which is:*

9 1. *Directly related to the normal operation of the public body or the*
10 *normal maintenance of its property.*

11 2. *Awarded to meet an emergency which results from a natural or*
12 *man-made disaster and which threatens the health, safety or welfare of*
13 *the public.*

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EXPLAN

AN ACT

The People

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00413

Assembly Bill No. 378—An Act relating to economic development; creating an office of minority businesses within the department of economic development; and providing other matters properly relating thereto.

Assemblyman Vergiels moved that the bill be referred to the Committee on Government Affairs.

Motion carried.

SECOND READING AND AMENDMENT

Assembly Bill No. 209.

Bill read second time, ordered engrossed and to third reading.

GENERAL FILE AND THIRD READING

Assembly Bill No. 32.

Bill read third time.

Remarks by Assemblymen Banner and Cafferata.

Conflict of interest declared by Assemblyman May.

Roll call on Assembly Bill No. 32:

YEAS—29.

NAYS—Bergevin, Beyer, Brady, Cafferata, Ham, Nicholas, Rackley, Redelsperger, Rusk—9.

Absent—Rhoads.

Not voting—May.

Assembly Bill No. 32 having received a constitutional majority, Mr. Speaker declared it passed.

Bill ordered transmitted to the Senate.

Assembly Bill No. 94.

Bill read third time.

Remarks by Assemblyman Nicholas.

Roll call on Assembly Bill No. 94:

YEAS—39.

NAYS—None.

Absent—Rhoads.

Assembly Bill No. 94 having received a constitutional majority, Mr. Speaker declared it passed, as amended.

Bill ordered transmitted to the Senate.

Assembly Bill No. 270.

Bill read third time.

Remarks by Assemblyman Cafferata.

Roll call on Assembly Bill No. 270:

YEAS—39.

NAYS—None.

Absent—Rhoads.

Assembly Bill No. 270 having received a constitutional majority, Mr. Speaker declared it passed.

Bill ordered transmitted to the Senate.

Assembly Bill No. 271.

Bill read third time.

Remarks by Assemblyman Robinson.

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(REPRINTED WITH ADOPTED AMENDMENTS)

SECOND REPRINT

A. B. 94

ASSEMBLY BILL NO. 94—COMMITTEE ON
GOVERNMENT AFFAIRS

FEBRUARY 2, 1981

Referred to Committee on Government Affairs

SUMMARY—Limits definition of "public works." (BDR 28-233)

FISCAL NOTE: Effect on Local Government: No.

Effect on the State or on Industrial Insurance: No.

EXPLANATION—Matter in *italics* is new; matter in brackets [] is material to be omitted.

AN ACT relating to public works; limiting their definition for certain purposes; and providing other matters properly relating thereto.

*The People of the State of Nevada, represented in Senate and Assembly,
do enact as follows:*

1 SECTION 1. NRS 338.010 is hereby amended to read as follows:

2 338.010 As used in this chapter:

3 1. "Day labor" means all cases where public bodies, their officers,
4 agents or employees, hire, supervise and pay the wages thereof directly
5 to a workman or workmen employed by them on public works by the day
6 and not under a contract in writing.

7 2. "Public body" means the state, county, city, town, village, school
8 district or any public agency of this state or its political subdivisions spon-
9 soring or financing a public work.

10 3. "Public work" means *any project for the new construction* [of
11 and the repair and], *repair or reconstruction* [work on all] of public
12 buildings, public highways, public roads, public streets and alleys, public
13 utilities paid for in whole or in part by public funds, publicly owned
14 water mains and sewers, public parks and playgrounds, and all other
15 publicly owned works and property [.] *whose cost as a whole exceeds*
16 *\$4,000.*

17 4. "Wages" means:

18 (a) The basic hourly rate of pay; and

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

22 The obligation of a contractor or subcontractor to make such wage
23 payments in accordance with the prevailing wage determination of the
24 labor commissioner may be discharged by the making of payments in

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1 cash, or by making contributions to an established third person pursuant
2 to a fund, plan or program in the name of the workman.

3 5. "Workman" means a skilled mechanic, skilled workman, semi-
4 skilled mechanic, semiskilled workman or unskilled workman.

5 SEC. 2. Chapter 338 of NRS is hereby amended by adding thereto a
6 new section which shall read as follows:

7 *The requirements of this chapter do not apply to a contract awarded*
8 *in compliance with chapter 332 or 333 of NRS which is:*

9 1. *Directly related to the normal operation of the public body or the*
10 *normal maintenance of its property.*

11 2. *Awarded to meet an emergency which results from a natural or*
12 *man-made disaster and which threatens the health, safety or welfare of*
13 *the public.*

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Remarks by Senators Getto and Jacobsen.

Roll call on Senate Bill No. 637:

YEAS—17.

NAYS—Keith Ashworth, Gibson, Lamb—3.

Senate Bill No. 637 having received a constitutional majority, Mr. President declared it passed.

Assembly Bill No. 94.

Bill read third time.

Roll call on Assembly Bill No. 94:

YEAS—20.

NAYS—None.

Assembly Bill No. 94 having received a constitutional majority, Mr. President declared it passed, as amended.

Bill ordered transmitted to the Assembly.

Assembly Bill No. 115.

Bill read third time.

Roll call on Assembly Bill No. 115:

YEAS—20.

NAYS—None.

Assembly Bill No. 115 having received a constitutional majority, Mr. President declared it passed.

Bill ordered transmitted to the Assembly.

Assembly Bill No. 176.

Bill read third time.

Roll call on Assembly Bill No. 176:

YEAS—18.

NAYS—Lamb, Neal—2.

Assembly Bill No. 176 having received a constitutional majority, Mr. President declared it passed, as amended.

Bill ordered transmitted to the Assembly.

Assembly Bill No. 191.

Bill read third time.

Roll call on Assembly Bill No. 191:

YEAS—20.

NAYS—None.

Assembly Bill No. 191 having received a constitutional majority, Mr. President declared it passed.

Bill ordered transmitted to the Assembly.

Assembly Bill No. 414.

Bill read third time.

Roll call on Assembly Bill No. 414:

YEAS—20.

NAYS—None.

Assembly Bill No. 414 having received a constitutional majority, Mr. President declared it passed, as amended.

Bill ordered transmitted to the Assembly.

Assembly Bill No. 521.

Bill read third time.

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CHAPTER 278

AN ACT relating to public works; limiting their definition for certain purposes; and providing other matters properly relating thereto.

[Approved May 20, 1981]

The People of the State of Nevada, represented in Senate and Assembly, do enact as follows:

SECTION 1. NRS 338.010 is hereby amended to read as follows:

338.010 As used in this chapter:

1. "Day labor" means all cases where public bodies, their officers, agents or employees, hire, supervise and pay the wages thereof directly to a workman or workmen employed by them on public works by the day and not under a contract in writing.

2. "Public body" means the state, county, city, town, village, school district or any public agency of this state or its political subdivisions sponsoring or financing a public work.

3. "Public work" means any project for the new construction [of and the repair and], repair or reconstruction [work on all] of public buildings, public highways, public roads, public streets and alleys, public utilities paid for in whole or in part by public funds, publicly owned water mains and sewers, public parks and playgrounds, and all other publicly owned works and property [.] whose cost as a whole exceeds \$4,000.

4. "Wages" means:

(a) The basic hourly rate of pay; and

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

The obligation of a contractor or subcontractor to make such wage payments in accordance with the prevailing wage determination of the labor commissioner may be discharged by the making of payments in cash, or by making contributions to an established third person pursuant to a fund, plan or program in the name of the workman.

5. "Workman" means a skilled mechanic, skilled workman, semi-skilled mechanic, semiskilled workman or unskilled workman.

SEC. 2. Chapter 338 of NRS is hereby amended by adding thereto a new section which shall read as follows:

The requirements of this chapter do not apply to a contract awarded in compliance with chapter 332 or 333 of NRS which is:

1. *Directly related to the normal operation of the public body or the normal maintenance of its property.*

2. *Awarded to meet an emergency which results from a natural or man-made disaster and which threatens the health, safety or welfare of the public.*

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BEFORE THE NEVADA LABOR COMMISSIONER

FILED

INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS,

Complainant,

v.

BOMBARDIER TRANSPORTATION
(HOLDINGS) USA, INC.,

Respondent.

Contract CBE-552

APR 15 2013

NEVADA
LABOR COMMISSIONER - CC

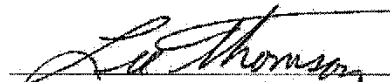
**CLARK COUNTY'S RESPONSE TO
BOMBARDIER TRANSPORTATION
(HOLDINGS) USA, INC.'s MOTION
FOR SUMMARY JUDGMENT**

After careful review and consideration of Bombardier Transportation (Holdings) USA, Inc.'s ("Bombardier") Motion for Summary Judgment, Clark County agrees with, and to the extent possible, joins Bombardier's Motion for Summary Judgment. The County submits this Response to provide the Labor Commissioner with supplemental arguments and Exhibits relevant to this case on specific points which are in addition to Bombardier's Memorandum of Points and Authorities and Exhibits, all pleadings and documents on file with the Labor Commissioner, and which may be relevant to any oral argument the Labor Commissioner deems proper.

Dated this 12th day of April, 2013.

CLARK COUNTY

Steven B. Wolfson, District Attorney



E. Lee Thomson, Chief Deputy District Attorney
P.O. Box 552215
Las Vegas, NV 89155-2215
(702) 455-4761

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MEMORANDUM OF POINTS AND AUTHORITIES

1. The County has consistently applied a common sense application of the law and has properly required prevailing wages be paid on ATS construction and rehabilitation projects but not on ATS contracts related to the normal operation or normal maintenance of the ATS.

The County agrees with Bombardier that it is an undisputed fact that the activities required in Contract CBE-552 are what must be performed to ensure the normal operation of McCarran International Airport's Automated Transit System ("ATS"), which is essential to the normal operation of the Airport.¹

A contract awarded in compliance with NRS Chapter 332 which is directly related to the normal operations of the County's Airport or the normal maintenance of the Airport is not subject to the requirements of NRS Chapter 338, including its prevailing wage and specialized bidding requirements. NRS 338.011(1). The statute does not differentiate between what is "maintenance" and what is "repair" or "heavy maintenance." It does not set a dollar limit or differentiate based upon difficulty of the work, the time it takes to do the work, or the skill of the people performing the work.

¹As noted in County's Response brief, dated February 7, 2011, Contract CBE-552 (which was terminated by the County for convenience in 2012) required that Bombardier ensure that the Automated Transit System ("ATS") performed on a virtually 24/7, 365 days per year basis with a 99.65% availability and was directly related to the normal operation of McCarran International Airport.¹ The ATS at the Airport is owned and operated by Clark County. It is essential to the normal operation of the Airport that the ATS be available to transport passengers to and from the gates. McCarran International Airport currently serves approximately 40 million passengers a year (down from 47 million, but expected to exceed 52 million in the future). All passengers using the Satellite "D" gates and a large number of the passengers using the Satellite "C" gates rely on the ATS. Without the ATS, service to transport the Airport's passengers to and from Satellites "C" and "D" would be seriously affected. Contract CBE-552 was written with the intent to provide normal maintenance of the Automated Transit System (ATS) in order to maintain normal operations of the airport and provide system availability 99.65% of the time.

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The County believes it is important to address the comment by former Labor Commissioner Tanchek in his Interim Order (p. 5, ll. 1-8) which, although not binding on any party by stipulation, may be taken into consideration on this matter. The former Commissioner made an overly-broad and unreasonable interpretation of the term "normal operation" for the sake of creating a false argument that "the exemption consumes the general rule." It was a false assumption by the former Commissioner to posit that the construction of a new runway at the Airport would be part of its "normal operations." This has never been the interpretation by any public body in this state and should not be the basis for dismissing a term purposefully adopted by the Legislature. It is improper to interpret a statute in a way which would render a material term meaningless. *See, Buckwalter v. Eighth Judicial Dist. Ct.*, 234 P.3d 920, 922 (Nev. 2010).

Since the early 1980s, Clark County has made a reasonable application of NRS 338.011(1) in differentiating between ATS construction and maintenance agreements and clearly disagrees that the exemption from the prevailing wage requirements of NRS Chapter 338 contained in that statute could be applied to work on new ATS construction or remodeling work. In every case when the County has contracted for the on-site construction or major rehabilitation of any part of its ATS, the County has required that prevailing wages apply to workers doing work at the Airport site. Attached as Exhibits are the relevant portions of Contract 11523.11/F-50-10, "Automated Transit System Equipment," September, 1982, see: Special Provisions Section 6.2, "Minimum Wage

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Rates" (CXRI)²; Contract 2013, "Design, Manufacture, Installation, Testing, and Maintenance of ATS Vehicles With Appurtenances, October 4, 1994, see: Contract Conditions Section 53.0, "Labor" (CRX 2); Contract 2131, "Design, Manufacture, Installation and Testing of Automated Transit System Vehicles For The Expansion of Shuttle System, Satellite "D," December 7, 1999, see: General Conditions Section 17.0, "Labor" (CRX 3); Contract 2305, "Leg C and Leg D Rehabilitation Automated Transit System," November 8, 2006, see: General Provisions Section 4.6.3, "Nevada Prevailing Wages" (CRX 4); and Contract 2273, "Terminal 3 Automated Transit System," May 2, 2006, see General Provisions Section 4.6.3, "Nevada Prevailing Wages" (CRX 5). For over thirty years, the County has consistently applied a common sense application of the plain meaning of the law, which differentiates between construction, installation and rehabilitation of the ATS system, which are not activities related to normal operation of the Airport and which require payment of prevailing wage, and the ATS maintenance contract, which, as Bombardier aptly put it, "...is perpetual in nature, with no fixed beginning or completion point," for the purpose of keeping the ATS trains operational and available to move the Airport's passengers to and from the gates. The County's application of the laws is reasonable and appropriate. The County is the government body charged with applying NRS Chapters 332 and 338 to its contracts and it should be given deference to its long-standing interpretations of the laws.

²For the sake of brevity, only relevant pages of the contracts are attached as exhibits. If desired, the entire body of the contracts will be provided either electronically or in paper form.

2. An examination of the Airport's two shuttle system contracts shows a consistency in the County's application of the exemption given in NRS 338.011(1).

The County has previously noted that the ATS involves rubber tired passenger vehicles which, in size, construction and purpose, have more in common with buses than sideways elevators or trains. The Airport, in fact has two shuttle systems. The ATS is an automated system which has vehicles which are guided without the use of a driver. The second system is the "Shuttle Bus Operations and Maintenance for the Consolidated Car Rental Facility at McCarran International Airport" (CRX 6), which has been in force since September, 2006. This shuttle service requires the contractor to provide the drivers and to operate and maintain the fleet of County-owned buses in a manner that ensures constant availability for shuttling patrons between the Airport terminals and the Consolidated Car Rental Facility over Airport-owned and maintained roads. See: CRX 6, Article 5, pp. 11-13. The Shuttle Bus contract requires whatever maintenance is necessary for the normal operation of the bus shuttle service and the normal operation of the Airport. The contract required the development of a parts inventory, attached hereto, (CRX 7) which again shows the major components which must be attended to during normal maintenance of these buses. Both CBE-552 and the Shuttle Bus Contract are consistent in their interpretation of what needs to be done on an ongoing basis to keep these two shuttle systems operational, which is necessary to the normal operations of the Airport. The regional transportation commissions in the state and school districts with their bus fleets, as well as the State and local government motor pools, do not treat the work they have to do to keep their fleets up and running as public work and subject to prevailing wages. Maintenance of these vehicles

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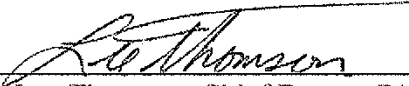
includes such activities as refurbishing motors or axles. If the Commissioner moves to make this drastic change in the law and apply prevailing wages to this work, it will have significant consequences to all government-owned motor vehicle and bus fleets.

3. **In conclusion, the County has acted reasonably and consistently by requiring the payment of prevailing wages on construction and rehabilitation projects and by not requiring the payment of prevailing wages on maintenance contracts which are related to the normal operation or normal maintenance of the Airport.**

The County agrees that Bombardier's Motion for Summary Judgment should be granted.

Dated this 12th day of April, 2013.

CLARK COUNTY
STEVEN B. WOLFSON, DISTRICT ATTORNEY



E. Lee Thomson, Chief Deputy District Attorney
P.O. Box 552215
Las Vegas, NV 89155-2215
(702) 455-4761

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CERTIFICATE OF SERVICE

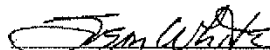
Pursuant to NAC 607.160, I hereby certify that three (3) copies of CLARK COUNTY'S RESPONSE TO BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.'s MOTION FOR SUMMARY JUDGMENT were served on the 12th day of April via hand-delivery to the following:

Commissioner Thoran Towler
STATE OF NEVADA
Office of the Labor Commissioner
555 E. Washington Avenue, Suite 4100
Las Vegas, NV 89101

In addition, I certify that one (1) copy of CLARK COUNTY'S RESPONSE TO BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.'s MOTION FOR SUMMARY JUDGMENT was served on the 12th day of April, 2013 via U.S. Mail to the following:

Gary C. Moss, Esq.
Paul T. Trimmer, Esq.
JACKSON LEWIS LLP
3960 Howard Hughes Parkway, Suite 450
Las Vegas, NV 89169

Andrew J. Kahn, Esq.
MCCRACKEN, STEMERMAN, & HOLSBERRY
1630 S. Commerce Street, Suite A-1
Las Vegas, NV 89102


An Employee of Clark County

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CRX 1

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CENTRAL FILES

Contract Documents

**11523.11/F-50-10 Automated
Transit System
Equipment**

**McCarran
International
Airport**

**Clark
County,
Nevada**

**September
1982**

DENNIS ELLIOTT & ASSOCIATES, INC.
Arlington, Texas

N.D. LEA & ASSOCIATES, INC.
Washington, D.C.

TRA Consultants, Inc.
ARCHITECTURE ENGINEERING PLANNING INTERIORS
POST OFFICE BOX 11029 LAS VEGAS NV 89111 (702) 736-7947

CRX 1

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6.1 STATEMENT OF WORK

The Work to be provided under this Contract is the design, fabrication, installation and testing of a fully automated, driverless, computer-monitored transit system (ATS) for the McCarran International Airport to provide transportation for airline passengers and other persons over an exclusive guideway between the new central terminal and the new Satellite One terminal. It shall provide a high level of service to its riders, and shall be reliable so that a back-up transportation system is not necessary. Two automated vehicles shall operate on a double guideway which will be provided by the Owner; one vehicle on each lane. The guideway provided by the Owner will include an emergency walkway located in the space between each lane; the walkway will be used for normal maintenance and disabled vehicle evacuation. The Owner will also provide the two end stations for the ATS: one in the new central terminal and one in the new Satellite One terminal. At each station, passengers will enter vehicles from the center platform and exit to the side platforms.

6.1.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall perform all of the project management, design, analysis and documentation; fabrication, shipping, installation, erection, debugging and acceptance testing of material and equipment required to deliver a fully operable, safe and reliable Airport Transportation System (ATS) at the Las Vegas McCarran International Airport, in conformance with the General Provisions, Special Provisions and Technical Provisions of this Contract, and the Reference Drawings.

The following Work Items shall be provided for the First Phase ATS:

1. Work Item 1.0 - Guideway Equipment
 - a. Vehicle guidance devices including beams, rails, fasteners, attachments and mounting devices;
 - b. Design review, construction monitoring, inspection and acceptance of vehicle support and running surface.
 - c. All wireways, conduit and chases necessary to house wiring for the ATS;
 - d. All special stairs, scaffolds, and additional walkways necessary for maintenance or operational access to the vehicles and for washing the vehicles.
2. Work Item 2.0 - Station Equipment
 - a. Automatic station platform doors, including all actuation devices, controls wiring and mounting devices;

- b. Occupancy detectors for on-call operation.
 - c. ATS related passenger station graphics controls and information devices.
3. Work Item 3.0 - Vehicles
- a. Completed vehicles, including all on-board equipment for propulsion, braking, steering, switching, control, communications, coupling, passenger information, comfort, convenience, and safety.
4. Work Item 4.0 - Power Distribution
- a. Substation equipment (transformers, switchgear and other devices as necessary);
 - b. Emergency traction power equipment;
 - c. Power distribution wiring, conduits and chases;
 - d. Wayside power rails;
 - e. Power subsystem controls.
5. Work Item 5.0 - Automatic Vehicle Control
- a. Automatic vehicle protection equipment;
 - b. Automatic vehicle operation equipment;
 - c. Automatic vehicle supervision equipment (includes Central Control);
6. Work Item 6.0 - Maintenance Equipment and Tools
- a. Maintenance and/or testing equipment;
 - b. Special tools (i.e. unique to the specific ATS equipment) required in maintaining the ATS;
 - c. Machine tools required in maintaining the ATS;
 - d. Equipment test fixtures for the Maintenance Facility;
 - e. Maintenance Annunciator Panel;
 - f. Other equipment identified by the Contractor as necessary for ATS maintenance and operation.
7. Work Item 7.0 - Other System Equipment
- a. Special emergency evacuation equipment (if applicable);

- b. Other safety equipment;
- c. All parts and supplies for the system test, integration and demonstration phase;
- d. Any other system equipment not appropriately listed in another work item.

8. Work Item 8.0 - Project Management

Accomplishment of all management activities for the duration of the project, including:

- a. Project management and administration;
- b. System-level design and engineering (work of this nature not assignable directly and completely to a single work item);
- c. Quality assurance and construction management;
- d. System testing and demonstrations; performance of all required reviews, inspections, tests and demonstrations required for verification and acceptance of the ATS system, as set forth in Section 6.8 hereof;
- e. Project documentation, including preparation, delivery and correction as necessary of all deliverable data as specified in Exhibit A to the Special Provisions, "Contract Data Requirements List";
- f. Provision of all bonds, insurance, permits/licenses, guarantees and warranties as required by the General and Special Provisions hereof;
- g. Training of Owner's operations personnel.

It is a requirement of this contract that a minimum of 25% of the value of the Work in this contract be performed by the Contractor with his own forces.

6.1.2 OWNER'S RESPONSIBILITIES

The Contractor shall provide all materials, equipment, labor, and services necessary to meet all requirements of the Technical Provisions, as well as other services required under this Contract, except as specifically noted in this Section. The following specific exceptions indicate those items related to the ATS which will be provided by the Owner:

- 1. The Owner will provide the concrete guideway for the ATS as shown in the Reference Drawings and Specifications. Equipment needed to control and guide the ATS vehicles shall be provided by the Contractor. Leave out holes and anchor bolts for mounting the Contractor supplied guidebeam will be provided to meet Contractor requirements.

2. The Owner will provide the ATS stations as shown in the Reference Drawings, including passenger platforms, finishes and appurtenances (but not including signals for ATS system graphics, and station doors). All guideway power and power systems and equipment are to be supplied and installed by the Contractor, along with any ATS-associated mechanical or electrical equipment.
3. The Owner will obtain all licenses required to operate communication equipment. Contractor shall be responsible for advising the County of what licenses are required.
4. The Owner will be responsible for providing primary electrical power per the requirements of Section 7.8.

Contractor shall be responsible for connecting with this power supply, providing an emergency power system to supply traction power to either guideway lane, and completing all other portions of the power distribution system (see Section 7.8).
5. The Owner will supply 480 volt ac power at the Main Terminal and Satellite One for station equipment, Central Control and Maintenance Facility power.
6. The Owner will provide the Maintenance Facility, as shown on the Reference Drawings, located beneath the Main Terminal Station. All special tools, lifts, and other special equipment needed to maintain the ATS system shall be provided by the Contractor.
7. The Owner will provide all emergency electric power systems for the ATS Maintenance Facility, Central Control Facility, and the ATS stations.
8. Fire extinguishers for the Maintenance Facility and the ATS stations will be provided by the Owner as recommended by NFPA. An electrically supervised, closed circuit, selective codes fire alarm system will also be provided, including manual fire alarm stations that are readily identifiable and easily assessable to all personnel. Automatic devices, such as fixed temperature fire detectors, combination smoke and fixed temperature detectors will be installed as required by fire code standards, audible and visual alarms and indications will be provided at local points as necessary. Annunciators will be strategically located, and an automatic sprinkler system will be provided. Provisions will be made for automatic shut down of air conditioning systems and instructions posted for the closing of fire doors and performance of other functions as required in the area of an alarm.
9. The Owner will provide the support and anchor bolts for mounting the Contractor provided end-of-track buffer.
10. The Owner will provide required furniture and fixtures for the ATS Maintenance Facility. The Contractor shall submit a list of such furniture and fixtures for Owner's approval and procurement.

11. The Owner will provide CCTV surveillance of ATS station areas, as part of Owner's overall Airport security system.
12. The Owner will provide a public address system at the ATS stations, for announcement of ATS operational messages.

11

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ER0440

6.2 MINIMUM WAGE RATES

The Contractor and Subcontractors shall be bound by and comply with all Federal, State, and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the Nevada State Statutes, which is entitled "Employment and Bids on Public Works". The Contractor shall ensure that all employees on the Work are paid in accordance with the Prevailing Wage Rates as approved by the State Labor Commissioner for Southern Nevada.

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ER0442

McCARRAN 2000 - PHASE FOUR

CONTRACT NO. 2013

ATS "TERMINAL D" EXPANSION

VOLUME ONE OF TWO

**DESIGN, MANUFACTURE, INSTALLATION,
TESTING, AND MAINTENANCE OF ATS VEHICLES
WITH APPURTENANCES**

OCTOBER 4, 1994

**McCARRAN INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA**

CRX 2

00443

ER0443

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CLARK COUNTY, NEVADA
McCARRAN 2000 - PHASE FOUR
McCARRAN INTERNATIONAL AIRPORT
LAS VEGAS, NEVADA

DESIGN, MANUFACTURE, INSTALLATION AND TESTING FOR:

CONTRACT 2013
ATS "TERMINAL D" EXPANSION

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October 4, 1994

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CLARK COUNTY NEVADA
McCARRAN INTERNATIONAL AIRPORT
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EXHIBIT "A"
CONTRACT CONDITIONS

PART I - GENERAL

1.0 DEFINITIONS

1.1 Contract shall include all of the Contract Documents.

1.2 The Contract Documents proposed for the Work consist of the following:

Contract, w/ attachments

Exhibit "A" - Contract Conditions

Exhibit "B" - Compensation Conditions

Exhibit "C" - Scope of Work

Exhibit "D" - Technical Specifications

1.3 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

1.4 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the Airport to a public highway.

1.5 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

1.6 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.

1.7 ASTM. The American Society for Testing and Materials.

October 4, 1994

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Access to PDS Equipment Rooms in Terminal "D"

January 1, 1997

Permanent lighting, power, ventilation
operation in Terminal "D"

May 1, 1997

53.0 LABOR

AEG shall employ only competent and skilled personnel to perform the Work. AEG shall, if requested to do so by OWNER, remove from the jobsite any personnel of AEG whom OWNER determines unfit or acting or working in violation of any provision of this Contract.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

AEG shall comply with and shall cooperate with OWNER in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

AEG and its Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring, and discrimination, including Chapter 338 of the Nevada Revised Statutes, which is entitled "Public Works and Planning". AEG shall ensure that all employees on the Work are paid in accordance with entitled Prevailing Wage Rates as approved by the State Labor Commissioner for Southern Nevada and the minimum Federal Wage Scale as determined by the Secretary of Labor, as displayed in this Contract. All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the OWNER.

AEG shall comply with the Copeland Anti Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that AEG or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

October 4, 1994

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ER0451

CONTRACT NO. 2131

CONTRACT DOCUMENT

McCARRAN 2000 - PHASE FOUR

**DESIGN, MANUFACTURE, INSTALLATION AND TESTING
OF AUTOMATED TRANSIT SYSTEM VEHICLES**

FOR THE

EXPANSION OF SHUTTLE SYSTEM, SATELLITE "D"

**McCARRAN INTERNATIONAL AIRPORT
LAS VEGAS, NEVADA**

DECEMBER 07, 1999

**McCARRAN INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA**

CRX 3

00452

ER0452

CLARK COUNTY, NEVADA

McCARRAN 2000 - PHASE FOUR

McCARRAN INTERNATIONAL AIRPORT
LAS VEGAS, NEVADA

BID DOCUMENT

DESIGN, MANUFACTURE, INSTALLATION AND TESTING OF AUTOMATED TRANSIT SYSTEM
VEHICLES FOR THE EXPANSION OF THE SHUTTLE SYSTEM, SATELLITE "D"
CONTRACT NO. 2131

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Contract Document
December 07, 1999

Contract No. 2131
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ER0453

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER" and Adtranz, a Corporation organized and existing under the laws of the State of Delaware), hereinafter referred to as the "SUPPLIER".

WITNESSETH: That said SUPPLIER having been awarded
the Contract for the DESIGN, MANUFACTURE, INSTALLATION AND
TESTING OF AUTOMATED TRANSIT SYSTEM VEHICLES FOR THE
EXPANSION OF SHUTTLE SYSTEM, SATELLITE "D"
- CONTRACT NO. 2131

and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the SUPPLIER and the OWNER, the SUPPLIER hereby covenants and agrees to and with the OWNER to undertake and execute all of the said named Work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the Work ready for use, in strict accordance with all the provisions of the Contract including the following Exhibits attached hereto and made a part hereof:

Contract
Exhibit "A" - General Conditions
Exhibit "B" - Special Conditions
Exhibit "C" - Compensation Conditions
Exhibit "D" - Technical Specifications

and accept as full compensation for the satisfactory performance of this Contract the sum of Four
million five hundred thirteen thousand seven hundred (\$ 4,513,712.00)
~~twelve dollars and zero cents.~~

The prices named in the Contract are for the completed Work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the design, manufacturing, installation and testing of the new Automated Transit System (ATS) Vehicles and of maintaining the same until it is accepted by the OWNER.

The Award of this Contract is subject to the condition precedent that the SUPPLIER provide a Performance Bond, a Labor and Material Payment Bond and a Guarantee Bond as required by the Contract Documents.

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December 07, 1999

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CLARK COUNTY, NEVADA

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GENERAL CONDITIONS

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Contract Document
December 07, 1999

Contract No. 2131
General Conditions
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Any violation of such provisions by the SUPPLIER shall constitute a material breach of this Contract.

17.0 **LABOR**

SUPPLIER shall employ only competent and skilled personnel to perform the Work. SUPPLIER shall, if requested to do so by OWNER, remove from the jobsite any personnel of SUPPLIER whom OWNER determines unfit or acting or working in violation of any provision of this Contract.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

SUPPLIER shall comply with and shall cooperate with OWNER in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

For Work performed at McCarran International Airport, the SUPPLIER and its Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring, and discrimination, including Chapter 338 of the Nevada Revised Statutes, which is entitled "Public Works and Planning". All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the OWNER.

The SUPPLIER shall comply with the Copeland Anti Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each SUPPLIER or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

18.0 **SUSPENSION, TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS, OPTIONAL TERMINATION**

18.1 **Suspension**

OWNER may, at its sole option, decide to suspend at any time, from time to time, the performance of all or any portion of Work to be performed under the Contract. SUPPLIER will be notified of such decision by OWNER in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, SUPPLIER shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

Upon receipt of any such notice, SUPPLIER shall, unless the notice requires otherwise:

- A. Immediately discontinue work on the date and to the extent specified in the notice;
- B. Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- C. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- D. Continue to protect and maintain the Work including those portions on which work has been suspended, and
- E. Take any other reasonable steps to minimize costs associated with such suspension.

As full compensation for such suspension SUPPLIER will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of work:

- F. A standby charge to be paid to SUPPLIER during the period of suspension of work which standby charge shall be sufficient to compensate SUPPLIER for keeping, to the extent

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AGREEMENT

THIS AGREEMENT made this 8th day of NOV, 2006, between Clark County on behalf of its Department of Aviation, herein called "Owner" and Bombardier Transportation (Holdings) USA, Inc., herein called "Supplier".

WHEREAS, Owner awarded to Supplier the following Contract:

Clark County Department of Aviation Contract No. 2305

**AUTOMATED TRANSIT SYSTEM (ATS):
LEG C AND LEG D REHABILITATION**

at

MCCARRAN INTERNATIONAL AIRPORT

WITNESSETH:

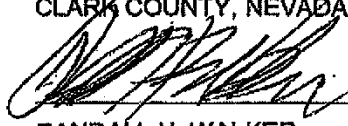
Design, Supply and Installation Agreement.

1. That the Supplier in consideration of the payment of the contract price therefore amounting to forty-two million, six hundred and eighty-eight thousand, seven hundred and thirty-five US Dollars (\$42,688,735.00), agrees to furnish all materials (except such as are specified to be furnished by the Owner, if any), all necessary machinery, equipment, tools, labor and do and perform all the necessary Work and labor for the full completion of the Work.
2. The Work to be performed in accordance with the Contract Documents and for the price and compensation set forth above and as specified in the Proposal of the Supplier (and any subsequent amendments) which is hereto attached and hereby made a part of this Agreement. All of said Work and payments therefore will be pursuant to and in accordance with the Contract Documents and addenda thereto, all being incorporated by reference and being a part of this Agreement.
3. Supplier agrees that the Work shall be done and performed in a good and workmanlike manner and that all materials and labor shall be in strict conformity in every respect with the Contract Documents.

4. Supplier further agrees that it will commence the Work hereunder upon receipt of Notice to Proceed (NTP) for the Contract and will complete the Work to the satisfaction and approval of the Owner as specified in the Contract Documents.
5. It is expressly understood and agreed by and between the parties hereto that time is of the essence to this Contract. The Supplier shall Substantially Complete the Work under this Agreement no later than December 31, 2008 for Terminal C (Phase I), February 28, 2009 for Terminal D (Phase II), December 31, 2010 for (Phase III). Work shall be executed and sufficient manpower employed as to meet all milestones for completion of portions of the Project.
6. The Supplier agrees to indemnify, defend and hold harmless the Owner, its parent subsidiaries and affiliates, the Owner's Representative, their directors, officers, employees, agents and representatives from and against all claims, liability, damages, loss or expense, including claims liability, damages, loss or expense alleged to be caused by Supplier's negligence or intentional acts or omissions and including legal fees and court costs, arising out of or in connection with this agreement except in the case of the gross negligence or willful misconduct of Owner, including but not limited to, claims of employees of the Supplier and its subcontractors, claims of employees of the Owner, claims arising out of injury, death or property damage, direct and/or consequential, to any person or entity. The Supplier agrees to compensate the Owner for any cost, expense or damage incurred by the Owner as a result of loss, destruction or damage to Owner's property, including but not limited to aircraft, and/or interference with the Owner's operations.
7. The Supplier shall, at its sole cost and expense, procure and maintain in full force and effect, insurance adequate for coverage of Supplier's obligations of this Agreement and under the General Provisions of the Contract.
8. The Supplier shall at its sole cost and expense furnish Performance Irrevocable Letter of Credit and Payment Bond as specified in the General Provisions of the Contract.
9. It is mutually agreed and understood that this Agreement is made and entered into by the parties hereto in accordance with the existing laws of the State of Nevada with reference to and governing all matters affecting this Agreement, and the Supplier agrees to fully comply with all the provisions of the same. Venue of any action brought under this Agreement shall lie in Clark County exclusively.

10. The Contract Documents in order of precedence for the Design, Supply and Installation Work are as specified in GP Section 1.4.1.
11. It is further understood and agreed that no claim for extra work done or materials furnished by the Supplier will be allowed except as provided by the Contract Documents nor shall the Supplier do any work or furnish any materials not covered by the Contract Documents and by this Agreement unless such work is first ordered in writing as provided in the Contract Documents. Any extra work or materials done or furnished by the Supplier without written order first being given therefore as in the Contract Documents provided shall be at the Supplier's risk, cost and expense, and Supplier agrees in such event that it will make no claim for compensation for such extra work or materials.
12. It is further agreed that in no event shall the Owner and the Owner's agents be personally liable or responsible in any manner to the Supplier, subcontractors, material men, laborers, or to any other person or persons whomsoever for any claim, demand, damages, actions, or causes of action or any kind of character arising out of or by reason of the execution of this Agreement or the performance and completion of the Work and improvement provided herein.
13. The Supplier hereby agrees that the unit and/or other prices for the Work are as reflected in the Supplier's Pricing Forms and/or in the approved Payment Milestones required by SP Section 7.2.1.
14. This Agreement, General Provisions, Special Provisions, Proposal, Performance Irrevocable Letter of Credit and Payment Bond, any required Insurance Certificates, and other instruments specifically referred to herein constitute the entire Agreement between the parties, and no prior or contemporaneous written or oral agreement exists now which can be deemed to alter the provisions hereof.

IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has authorized its Director of Aviation to execute this Contract on behalf of the said OWNER, and SUPPLIER has hereunto set its hand and seal the day and year above written.

CLARK COUNTY, NEVADA
BY: 
RANDALL H. WALKER

Director of Aviation

NOTE: Witnesses not required for corporation, but Corporate Certificate must be complete. Two witnesses required for Partnerships and Individuals. Partnerships must complete Partnership Certificate.

BOMBARDIER

By: 

Edward A. Gordon

Vice President Marketing & Sales APM

By: 

Name: RAYMOND T. BETLER

Title: PRESIDENT

APPROVED AS TO FORM:
DISTRICT ATTORNEY

-SEAL-

BY: 

Lee Thomson

Any violation of such provisions by Supplier shall constitute a material breach of this Contract.

4.6.2 Labor

Supplier shall employ only competent and skilled personnel to perform Airport Work. Supplier shall, if requested to do so by Owner, remove from the Airport Work locations any personnel of Supplier whom Owner's Representative determines unfit or acting or working in violation of any provision of this Contract.

Supplier shall comply with and shall cooperate with Owner's Representative in enforcing conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

Supplier and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to Owner.

Supplier shall comply with the Copeland Anti Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Supplier or subcontractor shall be prohibited from inducing by any means, any person employed in the installation, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

The Supplier shall, unless otherwise provided in the Contract, make its own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

4.6.3 Nevada Prevailing Wage Rates

Supplier shall ensure that all workmen performing electrical work, painting work or any other work being performed by a Nevada licensed subcontractor, are paid in accordance with the current Prevailing Wage Rates as approved by the State Labor Commission for Clark County, Nevada at the date of Contract Award.

Supplier shall be aware of forfeit penalties against Supplier if any workman is paid less than the designated Wage Rate. The forfeit penalty can be \$20.00 to \$50.00 for each workman employed for each calendar day or portion thereof that the workman is paid less than the designated rate for any Work done under this Contract. This includes all subcontractors.

4.7 SUPPLIER'S EMPLOYEES

4.7.1 Supplier to Provide Skilled Employees

The Supplier and, where appropriate, any subcontractor and Supplier shall provide and employ in connection with the design and execution of the Work:

- A. only such engineers and technical assistants as are skilled and experienced in their respective callings (which callings must be appropriate in the circumstances) and such engineers, managers, sub-representatives, foremen and leading hands as are competent to give proper supervision to the Work they are required to supervise; and
- B. only such engineers, technical assistants and designers' assistants as are skilled and experienced in their respective callings (which callings must be appropriate in the circumstances) and such engineers, managers, sub-representatives, foremen and

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ER0464

McCarran International Airport

Terminal 3 Automated Transit System

CONTRACT FORMS

APPENDIX - 16

APPENDIX 16 - CONTRACT FORMS

AGREEMENT

THIS AGREEMENT made this 2nd day of May, 2008, between Clark County on behalf of its Department of Aviation, herein called "Owner" and Bombardier Transportation (Holdings) USA, Inc., herein called "Supplier".

WHEREAS, Owner awarded to Supplier the following Contract:

Clark County Department of Aviation Contract No. 2273

TERMINAL 3 AUTOMATED TRANSIT SYSTEM (T3 ATS)

DESIGN, SUPPLY AND INSTALLATION

OF THE T3 ATS

AT

MCCARRAN INTERNATIONAL AIRPORT

SCANNED

WITNESSETH:

MAY 25 2008

Design, Supply and Installation Agreement.

1. That the Supplier in consideration of the payment of the contract price therefore amounting to forty-three million, three hundred and seventy-two thousand, eight hundred and eighty-nine US Dollars (\$43,372,889.00) US Dollars, agrees to furnish all materials (except such as are specified to be furnished by the Owner, if any), all necessary machinery, equipment, tools, labor and do and perform all the necessary Work and labor for the full completion of the Work.
2. The Work to be performed in accordance with the Contract Documents and for the price and compensation set forth above and as specified in the Formal Offer and Proposal of the Supplier (and any subsequent amendments) which is hereto

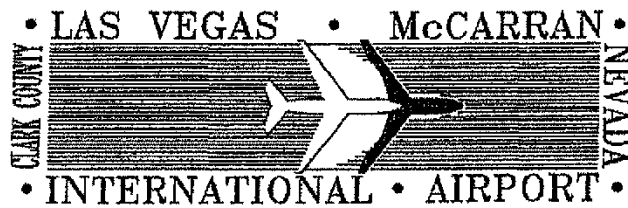
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May 2, 2008

Contract No. 2273
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INSTRUCTIONS TO PROPOSERS
Page 165

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CONFORMED DOCUMENT

FOR

TERMINAL 3 AUTOMATED TRANSIT SYSTEM (ATS)

CONTRACT NO. 2273

VOLUME NUMBER 2 OF 5

GENERAL PROVISIONS

MAY 2, 2006

00466

ER0466

Supplier is aware of and is fully informed of Supplier's responsibilities under the Rehabilitation Act of 1973 and, where applicable, shall comply with the provisions of the Act and the regulations promulgated there under unless exempted there from.

Without limitation of the foregoing, Supplier's attention is directed to 41 CFR Section 60-250 et seq. and the clause therein entitled "Affirmative Action Obligations of Suppliers and subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which by this reference, is incorporated herein.

Supplier certifies that segregated facilities, including but not limited to washrooms, work areas and locker rooms, are not and will not be maintained or provided for Supplier's employees. Where applicable, Supplier shall obtain a similar certification from any of its subconsultants, vendors, or suppliers performing Work under this Contract.

Without limitation of the foregoing, Supplier's attention is directed to 41 CFR Section 60-741 and the clause therein entitled "Affirmative Action Obligations of Suppliers and subcontractors for Handicapped Workers" which by this reference, is incorporated herein.

In addition to the foregoing, Supplier will assist Disadvantaged Business Enterprises to obtain business opportunities by identifying and encouraging disadvantaged suppliers, consultants and subconsultants to participate to the extent possible consistent with their qualifications, quality of work and obligations of Supplier under this Contract. See also GP Section 9.2.

In connection with the performance of Work under this Contract, Supplier agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. Supplier further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials (NRS 338.125).

Any violation of such provisions by Supplier shall constitute a material breach of this Contract.

4.6.2 Labor

Supplier shall employ only competent and skilled personnel to perform Airport Work. Supplier shall, if requested to do so by Owner, remove from the Airport Work locations any personnel of Supplier whom Owner's Representative determines unfit or acting or working in violation of any provision of this Contract.

Supplier shall comply with and shall cooperate with Owner's Representative in enforcing conditions and job work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

Supplier and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring, and discrimination. Supplier shall ensure that all employees on the installation portion of the Work are paid in accordance with entitled

Prevailing Wage Rates as approved by the State Labor Commissioner for Southern Nevada and the minimum Federal Wage Scale as determined by the Secretary of Labor, as displayed in this Contract. All Work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to Owner.

Supplier shall comply with the Copeland Anti Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Supplier or subcontractor shall be prohibited from inducing by any means, any person employed in the installation, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

The Supplier shall, unless otherwise provided in the Contract, make its own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

4.6.3 Nevada Prevailing Wage Rates

Supplier shall ensure that all workmen doing the installation portion of the Airport Work are paid in accordance with the current Prevailing Wage Rates as approved by the State Labor Commission for Clark County, Nevada at the date of Contract Award.

Supplier shall be aware of forfeit penalties against Supplier if any workman is paid less than the designated Wage Rate. The forfeit penalty can be \$20.00 to \$50.00 for each workman employed for each calendar day or portion thereof that the workman is paid less than the designated rate for any Work done under this Contract. This includes all subcontractors.

4.6.3.1 Prevailing Wage Rates for this Contract

EFFECTIVE 10/01/05 THROUGH 09/30/06

Amendment No. 1	Not Applicable to Clark County, Nevada
Amendment No. 2	Not Applicable to Clark County, Nevada
Amendment No. 3	Not Applicable to Clark County, Nevada
Amendment No. 4	Not Applicable to Clark County, Nevada
Amendment No. 5	January 12, 2006
Amendment No. 6	February 13, 2006
Amendment No. 7	Not Applicable to Clark County, Nevada
Amendment No. 8	Not Applicable to Clark County, Nevada
Amendment No. 9	Not Applicable to Clark County, Nevada
Amendment No. 10	Not Applicable to Clark County, Nevada

AIR BALANCE TECHNICIAN	OPERATOR-STEEL FABRICATOR/ERECTOR
ALARM INSTALLER	OPERATING ENGINEER-PILEDRIIVER
BOILERMAKER	OPERATING ENGINEER-TUNNEL
BRICKLAYER	PAINTER/TAPER/PAPERHANGER
CARPENTER	PILEDRIIVER (NON-EQUIPMENT)
CEMENT MASON	PLASTERER
ELECTRONIC COMMUNICATION TECH	PLUMBER/PIPEFITTER
ELECTRICIAN-LINE	REFRIGERATION

Contract Document
May 2, 2006

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3 STATEMENT OF WORK

The general scope of the Supplier's Work is presented in SP Section 3.1.1 and defined in detail in the Technical Provisions and the Supplier's Proposal. The responsibilities of the Owner for the Work are provided in SP Section 3.1.2.

The general scope of the Supplier's operation support and maintenance activities during the initial years of revenue service (and any optional extension years) are covered under the Maintenance Provisions.

3.1 WORK SCOPE

This Contract covers the complete design, fabrication, assembly, installation and on-Airport integration, test and demonstration and implementation of the System, beginning with Notice-to-Proceed (NTP), achieving ready-to-operate status with Substantial Completion and ending with Final Acceptance (See SP 8.7). During this period, the Owner has retained certain responsibilities as hereinafter defined.

3.1.1 Supplier's Responsibilities

The Supplier shall perform all of the Project management, quality assurance, design, analysis, documentation, installation, supply, fabrication, shipping, expediting, storing of materials, erection, debugging, testing and demonstration of facilities, material and equipment as required to deliver an operable, safe, and reliable System in conformance with all of the requirements of this Contract and the Supplier's Proposal. The Supplier shall be solely responsible for delivering all aspects of the Work, and for integrating the Operating System and the Fixed Facilities Work into a fully functional System, meeting all of the requirements of the Contract.

The Supplier shall be responsible for identifying and rectifying, with the Owner's Representative, any conflicting requirements within the Contract Documents, codes, standards, ordinances, rules and regulations. Where conflicts are identified, the Supplier shall notify the Owner's Representative in writing, describing in detail the conditions noted. The Owner's Representative will provide the Supplier with a written response including directions to resolve the conflicting information.

A listing of the Supplier's responsibilities for the Work is provided in Appendix 2 to the Instructions to Proposers. This listing is of a general nature, intended to define the division of Work responsibilities between the Supplier and the Owner. The Work is defined in greater detail throughout the Contract Documents.

3.1.2 Owner's Responsibilities

The Owner will have certain responsibilities related to the Work. In completing these responsibilities, the Owner will involve the participation of design professionals and suppliers who will not be under subcontract to the Supplier, but will be separately contracted with the Owner. All interfacing between the Supplier and each such other entity will be arranged and managed by the Owner's Representative. The Work of the Supplier and the Work of the other suppliers will be reflected in the common Project Master Schedule for the information of all parties.

A listing of the Owner's responsibilities for the Work is provided in Appendix 2 to the Instructions to Proposers. This listing is of a general nature, intended to define the division of Work responsibilities between the Supplier and the Owner. The Work is defined in greater detail throughout the Contract Documents.

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SEP 19 2006 CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

APPROVED

Issue: Contract with First Transit, Inc.	Back-up:
Petitioner: Randall H. Walker, Director of Aviation	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve and authorize the Director of Aviation to sign a contract between Clark County and First Transit, Inc. (Bradley A. Thomas, Senior Vice President) for the purpose of providing Shuttle Bus Operations and Maintenance for the Consolidated Car Rental Facility at McCarran International Airport.	

FISCAL IMPACT:

Funds are available in the Airport Budget (5201.701).

BACKGROUND:

On July 5, 2006, the BOCC approved contract negotiations with First Transit, Inc., to operate the Shuttle Bus Operations and Maintenance for the Consolidated Car Rental Facility at McCarran International Airport, in response to RFP 06-001. Negotiations are complete, and staff is seeking BOCC approval to sign the negotiated contract. The important conditions of the contract are:

- Effective date for the Initial Term shall be September 19, 2006.
- The Primary Term shall commence on the date of beginning full service, but not greater than 180 days from date of approval from the Board of County Commissioners.
- Contract period shall be from the beginning date of the Primary Term for a period of three (3) years with the option to renew for four (4) 3-year periods.
- Contract provides for on-site Administration, Management, Staffing, Drivers, and Mechanics.
- Contract allows for growth in: wages, staffing, supplies, and fleet size.
- Contract provides that all parts and supplies are purchased by Contractor and billed at cost to the Owner.
- The estimated amount of the Contract for a three year period is \$18,496,761.00.
- Contract shall be renegotiated every three (3) years.

The Contract has been signed by the Senior Vice President of First Transit, Inc., and approved as to form by the District Attorney's Office. Advertising in accordance with N.R.S. 496.090, has been completed.

Respectfully submitted,



Cleared for Agenda

7/19/06 *su*

CRX 6

Agenda
Item 00439

ER0471

**CONTRACT FOR
RFP NO. 06-001
SHUTTLE BUS OPERATIONS AND MAINTENANCE**

00472

ER0472

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SHUTTLE BUS OPERATIONS AND MAINTENANCE (hereinafter "Contract") entered into in the County of Clark, State of Nevada, this _____ day of _____, 2006 by and between Clark County, Nevada (hereinafter "Owner") and _____ (hereinafter "Contractor") is for the operation of a shuttle bus service between the terminal(s) at McCarran International Airport (hereinafter "Airport") and the Consolidated Car Rental Facility (hereinafter "CCRF") and for the performance of repairs and maintenance on the bus fleet.

WITNESSETH:

WHEREAS, the Owner owns and operates the Airport and the CCRF; and

WHEREAS, the CCRF is being built on Airport-owned land, southwest of the Airport and will be the site where all on-Airport rental car transactions will be performed; and

WHEREAS, shuttle bus services to and from the Airport to the CCRF are essential for transporting passengers arriving at and departing from the Airport and the provision of such services serves a public purpose; and

WHEREAS, the Contractor submitted a qualified Proposal and has been subject to the appropriate evaluation process as stated in the Request for Proposal; and

WHEREAS, the Owner has evaluated the Contractor's Proposal and, in reliance on the representations made by the Contractor therein, the Owner has awarded to the Contractor this Contract with the intent that Contractor perform the services required hereunder with the highest level of customer service and in accordance with the demand levels of the Airport rental car market; and

WHEREAS, the Owner is purchasing forty (40) diesel buses and building a bus maintenance facility for the Contractor to use in order to perform the work required under this Contract,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

ARTICLE 1 – DEFINITIONS

"*Aviation Director*" means the Clark County Aviation Director or his/her designated representative.

"*Bus(es)*" means the fleet of vehicles provided by the Owner for the Contractor to use to perform the shuttle services called for in this Contract.

"*Bus Maintenance Facility*" or "*Premises*" means the area shown in Attachment 4.5, which shall be occupied by the Contractor to be used for the purpose of performing the services required under this Contract

"Contract Year" means the twelve-month period beginning on DBO and ending twelve months later.

"Date of Beneficial Occupancy" or "DBO" means the date established by the Owner when the CCRF opens and rental car operations begin there. For the purpose of this Contract, the Contractor will initiate the shuttle bus service on the Date of Beneficial Occupancy. The Owner will provide notice of the Date of Beneficial Occupancy of the CCRF to the Contractor when that date is available. The Owner may change the Date of Beneficial Occupancy at its discretion with appropriate notice to the Contractor at no cost.

"Environmental Laws" means any one or all of the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT
(42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (U.S.C. Section 7401 et seq.)

SANITATION (Nevada Revised Statutes, Chapter 444)

NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS
(Nevada Revised Statutes, Chapter 459)

NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statute 618)

and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water and land use, including sub-strata land.

"Furniture & Systems" or "F&S" means the Contractor's personal property that is not affixed to any permanent structure or is affixed in a way that it can be removed without damaging the structure.

"Hazardous Material" means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance, or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto.

All substances, materials, and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are federal, state, or local.

"Improvements" means any structures, systems, signage and fixtures intended to remain with the structure of the Premises.

"Initial Term" means the period from date of award until DBO.

"Primary Term" means the period beginning on DBO and ending either three (3) years later or at the expiration of any option term(s) exercised by the Aviation Director as stated in Section 2.3 herein. During the Primary Term, the Contractor will be performing all of its obligations under the Contract, except those obligations required during the Initial Term only.

"Release," means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous waste as defined hereinabove.

"Request for Proposal" or "RFP" means the selection process used to select the Contractor.

"Shuttle Bus Hourly Schedule" means the documents created by the Contractor and approved by the Aviation Director that aggregates and distributes the number of bus service hours that the Contractor will deliver on a month to month basis.

ARTICLE 2 - TERM

2.1 Initial Term

Subject to earlier termination as hereinafter provided, the Initial Term of this Contract shall commence on date of award and end on DBO. During the Initial Term the Contractor will perform services in accordance with Section 3.2 herein.

2.2 Primary Term

Subject to earlier termination of the Contract as provided herein, the Primary Term of this Contract will begin on DBO and end three (3) years later or at the expiration of any option as described in Section 2.3 below.

2.3 Option

The Aviation Director, in his/her sole discretion, may exercise on behalf of the Owner, four (4) options for up to an additional three (3) years of service for each option period. If the Aviation Director exercises any of these options, the responsibilities of the Primary Term and all the terms and conditions of this Contract will govern the option period(s). Adjustments in price and compensation will be in accordance with Section 7 herein.

ARTICLE 3 - CONTRACTOR SCOPE OF WORK

3.1 General

The Contractor shall be responsible for the day-to-day operation and management of the shuttle bus service that will transport customers between the Airport terminals and the CCRF along the routes shown on Attachments 2.1 - 2.3. Contractor understands and acknowledges that it is imperative that the shuttle bus service be run efficiently and responsively. Contractor covenants to operate continuously the shuttle bus services during the Primary Term of this Contract, and its failure to do so shall constitute an event of default. The failure to comply with this covenant of continuous operation shall not be excused or waived by reason of Contractor's failure to realize or achieve targeted revenue forecasts or goals for any period of time during the Primary Term of this Contract.

3.2 Initial Term Responsibilities

In addition to the work required of the Contractor that is detailed elsewhere in this Contract to be performed during the Primary Term, the following are responsibilities specific to the period prior to DBO that must be performed in a most timely manner so as to contribute to a smooth transition and initiation of shuttle bus service. Where there is no fixed date of delivery or performance, the Owner will direct the Contractor when to commence the responsibilities listed below.

1. The Contractor shall recruit, select, hire, and train, the personnel necessary to fulfill the requirements. This shall be accomplished prior to DBO.
2. To the extent possible the Contractor may assist the Owner in accepting delivery of the Buses and shall conduct inspections of the Buses and test-drive the Buses as they arrive from the manufacturer. The Contractor must also drive the Buses every two weeks after the acceptance of delivery and perform any necessary routine maintenance on the Buses in accordance with all the manufacturer's requirements and suggestions in order to maintain the fleet in like-new condition until DBO and the commencement of shuttle bus services.

3. The Contractor shall insure that the Premises and all equipment contained therein are fully prepared to allow the Contractor to fulfill the Primary Term requirements of this Contract. This will include obtaining or maintaining appropriate inventory levels of supplies (including but not limited to oil, spare parts, cleaning supplies) needed to fulfill the requirements of the Contract.
4. The Contractor will also perform any services, functions, activities, or tasks not specifically described herein, but which are required to fulfill the requirements of this Contract at the commencement of shuttle bus services to and from the CCRF.
5. At least thirty (30) days prior to the commencement of the Primary Term, the Aviation Director will provide the Contractor with estimated peak passenger counts. The Contractor will have fifteen (15) days to update its Staffing Plan, including a schedule of Shuttle Bus Drivers, Managers, and other staff, in order to comply with the requirements of the Primary Term, and Section 3.3 in particular, and deliver that STAFFING PLAN to the Owner. The Owner will review the Staffing Plan and within fifteen (15) days it will either approve it or amend it and return the Staffing Plan to the Contractor.
6. Contractor must submit a Customer Service Plan listing the frequency and time frame for conducting customer service training for its employees. The Customer Service Plan shall be submitted for review and approval by the Aviation Director thirty (30) days prior to the commencement of the Primary Term and shall include a training manual defining employee conduct, appearance, and how employees should handle customer complaints. All of the Contractor's personnel responsible for handling customer complaints should be well versed and trained in dealing effectively with customers in all areas from problem identification to complaint resolution. Emphasis should be on empathizing with the particular situation and assisting the customers in resolving the complaint.

The Contractor shall revise the plan as necessary, at the direction of the Aviation Director, in order to continue to meet the Owner's customer service requirements throughout the Primary Term of the Contract.

7. No later than forty five (45) days prior to the commencement of the Primary Term, Contractor shall submit to the Owner a Management/Operations Plan describing in specific detail the strategies, policies, and procedures to be used by the Contractor in providing the shuttle bus service at the Airport. Specifically, the plan shall include practices for operating in compliance with the Americans with Disabilities Act (ADA) as well as any other strategies envisioned by the Contractor to meet the Owner's goal of providing superior customer service. The plan shall also include a written schedule setting forth the preventive maintenance required for the Buses utilized. The plan shall address any quality control measures to be undertaken. The plan shall include a proposed general prevailing rate of wages for all Contractor's bus drivers and customer service staff performing services under this Contract which rate shall meet or exceed the wage proposed in the Contractor's RFP response, and the Contractor's commitment to use Owner-certified M/WBE firms when feasible.

This plan will become part of this Contract as if fully set forth herein. The Contractor shall keep the plan updated and the Aviation Director, at any time during the Primary Term, may monitor compliance with the plan and require its updating.

8. No later than thirty (30) days prior to the commencement of the Primary Term, Contractor shall submit to the Owner its proposed Shuttle Bus Hourly Schedule for first year of operation for the Aviation Director's approval. The Director of Aviation will review the Shuttle Bus Hourly Schedule, and within fifteen (15) days it will either approve it or, amend it and return the Staffing Plan to the Contractor.
9. No later than forty five (45) days prior to the commencement of the Primary Term, the Contractor shall submit for the Aviation Director's approval an Employee Training Manual which details the Contractor's employee training program as stated in Section 4.1 herein. The Aviation

Director will review the Employee Training Manual, and within fifteen (15) days he/she will either approve it or amend it and return the Employee Training Manual.

Initial Term Schedule of Deliverables

	Days before DBO
Management/Operations Plan	45
Shuttle Bus Schedule	30
Employee Training Manual	45
Employee Staffing Plan	30
Customer Service Plan	30

3.3 Operation of Shuttle Buses

Contractor will provide shuttle bus service to and from the Airport terminals and the CCRF for up to 24 hours a day, seven days a week as needed for efficient Airport operations, or as directed by the Aviation Director. The common fleet shall operate at a maximum customer-waiting period of five (5) minutes at all times. The Contractor will reference Airport flight schedules in order to comply with the five (5) minute maximum customer waiting time during all hours of operation. It is important to note that the service measure is a combination of headway and time waiting on the curb.

The Contractor will program and deliver the shuttle bus service in accordance with the Shuttle Bus Hourly Schedule and in a manner that will allow for the appropriate handling of peak demand hours and address route irregularities and emergencies flexibly and expeditiously by adjusting the number and timing of the Buses according to Airport conditions and customer demand.

The Contractor shall provide the Owner with written reports to confirm bus frequency compliance and tracking of the Shuttle Bus Hourly Schedule and include them in its monthly report as required under Section 7.8 herein.

The Contractor shall provide all equipment, personnel, materials, supervision and items necessary to perform the shuttle bus service. Contractor shall keep on file an updated Operations Plan that will include the detail and track the performance of the bus service. At any time throughout the Primary Term, the Aviation Director, in his/her sole discretion, may adjust the Shuttle Bus Hourly Schedule by advising the Contractor in writing one (1) calendar day before the adjustment is to take effect.

3.4 Bus Towing

In the event that a Bus suffers a mechanical malfunction which prevents its operation, the Contractor shall immediately provide, or cause to be provided, road and towing service 24 hours a day, seven days a week. A substitute Bus will be provided within fifteen (15) minutes of the malfunction to transport the passengers to their destination.

3.5 Bus Tracking

The Owner may, at any time throughout the term, install or implement existing Airport vehicle identification or global positioning systems to be used in monitoring and maximizing Bus shuttle performance. The Owner also reserves the right, at any time throughout the Term to request the Contractor to collect ridership data after providing the Contractor with five (5) days prior notice. This should be done at no additional cost to OWNER.

3.6 Emergency Response

In the event of an emergency and/or special need on the Airport, as determined by the Aviation Director, Contractor, promptly upon notification by the Aviation Director, shall make available all Buses and Bus drivers requested by the Aviation Director for the transportation of any individuals at the direction of the Aviation Director. The Owner shall compensate Contractor for the use of such Buses and Bus drivers as additional operating expense. Contractor shall not be required to perform any act that is prohibited by law or is beyond the scope of the licenses and permits required by the Contractor to carry out its obligations under this Contract.

3.7 Daily Bus Monitoring

Contractor shall monitor bus driver performance on a daily basis, from the time the bus is placed into service until the bus is returned to the Premises. Monitoring shall consist of drivers' compliance with on-time performance, dress and appearance requirements, customer service requirements, visual and operational inspections of Bus and other areas as designated by the Aviation Director. The monitoring shall be recorded on forms approved by the Aviation Director and submitted daily to the Contractor's Manager and the Aviation Director.

3.8 Enforcement of No Smoking Requirement

The Contractor shall ensure that its Bus drivers inform passengers, when necessary, that smoking is prohibited on all Buses at all times.

3.9 Permits and Licenses

Contractor shall obtain all permits, franchises, approvals, licenses, certificates and other authorizations required under federal, state, and local ordinances as are applicable to the services required under this Contract.

3.10 Conditions for Use

The responsibilities listed above shall be subject to the following conditions:

a) Contractor shall comply with and conform to all laws applicable to or affecting, directly or indirectly, the Contractor's operations under this Contract at the Airport. Further, Contractor shall not do or permit anything to be done that is: 1) prohibited by a standard form of an "all risk" property insurance policy, or that negatively affects the existing rate of liability insurance or other insurance carried on the Premises, the Airport, or the Airport terminals or any part thereof, or their contents, or 2) that will cause a cancellation of any insurance policy covering the Premises, the Airport, or the Airport terminals or any part thereof or any of their contents.

b) Contractor shall not be permitted any use of the Premises, the Airport, the CCRF or the Airport terminals except to perform the obligations of this Contract. The Owner shall not be restricted in any manner from granting exclusive or non-exclusive uses of Airport facilities to others. Contractor shall not engage either directly or indirectly in any form of business on the Airport or at the premises except as expressly authorized pursuant to this Contract or pursuant to a separate agreement, permit, or license from the Aviation Director.

c) Neither Contractor nor its agents, employees or officers shall install, maintain, operate or permit the installation, maintenance, or operation in, on or about the Premises or the CCRF of any vending machine or device designed to dispense or sell foods, beverages, tobacco products or merchandise or

services of any kind to the general public without having obtained the prior written approval of the Aviation Director.

d) Contractor shall not place advertising on the exterior or interior of the Premises or any Bus used to perform the requirements of this Contract.

e) Contractor certifies that, in dealing with its employees or subcontractors under this Contract it has not and will not discriminate or give any preference based on race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin. Contractor shall comply fully with all Federal, State of Nevada, and Clark County laws, codes and ordinances pertaining to nondiscrimination.

3.11 Monthly Meeting

The Contractor, the Aviation Director or designee, and a representative of the rental car companies shall have monthly meetings throughout the term of this Contract to review and maintain safety standards, operating procedures, and customer standards under which the shuttle bus service shall be performed. The Contractor shall supply minutes of all meetings conducted with the Aviation Director or designee within seven (7) calendar days after the meeting, enumerating therein, specific points and actions agreed upon at that meeting.

ARTICLE 4 - PERSONNEL

4.1 General Requirements

The Contractor will provide the appropriate numbers of qualified personnel capable of performing the services required under this Contract in conformity with Contractor's operations plan which shall have been approved by the Owner prior to commencement of the Primary Term. The Contractor will also keep its employee manual updated at all times throughout the Term. The Contractor is responsible for payment of all wages and benefits to its employees.

All employees of the Contractor will have completed the Contractor's training program for their respective positions. Contractor will maintain updated training programs for all their employees and maintain records of such. The safety program shall comply with applicable Federal, Occupational Health and Safety Administration, state, and/or local safety or environmental laws, codes, rules or regulations. Training programs for its Bus Drivers must include the following:

- ADA sensitivity
- Blood Born Pathogen procedures
- Local geography familiarization
- Map reading and interpretation
- Customer courtesy and problem resolution
- Safety, defensive driving and accident procedures

The Contractor shall maintain all personnel with current certification in their category of service. Contractor's personnel shall not accept any form of gratuity from the public. All personnel shall be courteous at all times and assist the public in pre-observation of circumstance and whenever asked for help.

4.2 General Manager

Throughout the term of this Contract, Contractor shall provide a qualified competent and experienced General Manager, on duty at the Premises during generally accepted weekday office hours, 40 hours per week. Manager shall supervise Contractor's day-to-day operations, and shall be available on an on-call basis 24 hours per day. In addition, Contractor will at all times have a designated employee able to respond to the Owner and command the operations in the event that the General Manager is somehow unavailable. Contractor shall not assign the manager with other management responsibility for any other operation of the Contractor's that would affect the General Manager's full time responsibilities under this Contract.

4.3 Bus Drivers

Contractor shall employ Bus Drivers to drive the Buses and provide courteous customer service to Airport customers on their designated routes to and from the Airport terminal(s) and the CCRF. Shuttle Bus drivers must have a valid Nevada Commercial Drivers License, Class B or above with passenger endorsement. The Contractor shall provide compensation packages for its Bus Drivers that are comparative in the prevailing industry medians for similar customer service oriented shuttle bus services.

4.4 Administrative Staff

Contractor shall provide administrative staff at the Premises to support the Bus service. Owner may direct either a temporary or permanent addition in staff in order to perform miscellaneous duties or when necessary to help keep operations uninterrupted. Contractor shall be reimbursed for any additional staff as directed by the Owner. Additional staff obtained by Contractor without the approval of the Owner shall be at the expense of the Contractor.

4.5 Maintenance / Mechanics Staff

The Contractor shall provide adequate bus maintenance / mechanic staff at the Premises to support the shuttle bus operations. The Contractor will designate a Maintenance Supervisor and a Parts Supervisor who will be responsible for all the employees working in Bus maintenance and parts, respectively. The Bus mechanics shall be experienced in the maintenance and repair of the exact or like type of Bus to be used for the fulfillment of this Contract. Each Bus mechanic shall be either ASE Blue Seal certified or its equivalent and must have and maintain current all certifications as required. The Contractor shall, in accordance with Section 4.1 above, provide or cause to be provided ongoing training to its maintenance/mechanics staff.

4.6 Dispatcher

Contractor shall provide a radio dispatcher at all times to communicate with the bus drivers, dispatch buses as required by customer demand and provide emergency response service.

4.7 Employee Retention

The Contractor will maintain personnel and compensation plans that are designed to encourage employee retention and longevity and minimize employee turnover. Such plans shall include employee incentives, rewards and provide fair and reasonable wage minimum and maximum hourly rate with scheduled increases and benefit packages. The Contractor will provide training for licensing and certifications, and physical examinations for prospective employees as necessary.

4.8 Local Human Resources

On the DBO of this Contract, all rental car agencies shall cease their individual bus operations at the Airport. This termination of individual car rental agency bus operations will end the employment of many locally qualified personnel involved in the shuttle bus operations such as managers, supervisors, drivers, mechanics and administrative staff. A list of rental car company personnel that may provide contacts for human resources is attached hereto as Attachment 1. This list is provided as a courtesy only and does not reflect any intentions or requirements imposed by the Owner. All contact with Rental Car Agency personnel shall be made exclusively through their Human Resource departments.

4.9 Employee Appearance and Discipline

All of the Contractor's staff shall wear uniforms while on duty. The expense for the uniform will be borne by the Contractor. The Contractor may select the color of the uniforms of its staff and the uniforms must have the Contractor's logo or insignia applied to them, but the Contractor will obtain the approval of the Aviation Director on the uniform.

At all times, Contractor's staff shall be well groomed, neatly dressed, courteous, efficient and professional in conduct.

If the Owner receives any complaint regarding the conduct or appearance of Contractor's staff, the Owner shall promptly notify the Contractor. The Contractor shall immediately investigate the complaint and, based upon its findings the Contractor may remove such person from service under this Contract. The Contractor must provide a report of each complaint's resolution to the Aviation Director. If the resolution is unsatisfactory to Aviation Director, the Aviation Director can issue a resolution, which will be final in such matters.

In the event a person is removed from service at the Airport, Contractor agrees to hold the Owner and the Owner's staff harmless from any claim, action, damages of any nature including but not a limited to wrongful termination by such removed person, his, hers, assignees.

Owner reserves the right to require the Contractor to immediately remove an employee from the CCRF, the Premises or the Airport terminals for the following reasons, but not limited to:

- a. Committing unsafe or inappropriate acts while providing service.
- b. Revocation or non-renewal of a valid Nevada driver's license.
- c. Distributing any unauthorized materials while performing services under this Contract.
- d. Soliciting a gratuity from any passenger.
- e. Failure to notify the Contractor of an arrest or conviction of a criminal offense of a class A or class B misdemeanor or felony or placement on probation or deferred adjudication for the same.
- f. Under the influence of drugs or alcohol.
- g. Failing or refusing to take a drug or alcohol test.
- h. Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity or any other act deemed unacceptable.

ARTICLE 5- BUS MAINTENANCE AND REPAIR

5.1 General

The Owner will have purchased and shall provide for the Contractor forty (40), new forty (40') foot low floor diesel Buses that will be used exclusively to provide the shuttle bus service required under this Contract. The estimated capacity for each Bus is twenty-five (25) seated passengers and ten (10) standing passengers along with interior capacity for luggage. Throughout the Term, the Owner shall have the option to remove, replace or add buses for the use of the Contractor to perform the services required under this Contract.

The Contractor shall perform or cause to be performed all manufacturer recommended maintenance, non-warranty and warranty repairs. OWNER has purchased maximum extended warranties allowable from various manufacturers for each bus. OWNER will provide a list to the Contractor for local warranty repairs and contacts. Contractor may perform warranty repairs only if approved and certified by the manufacturer to perform such services. OWNER shall not be charged for any warranty service work performed. The Contractor will maintain records of all maintenance, warranty and non-warranty repairs performed on each Bus at all times throughout the Contract. The records shall detail all work performed on the Bus and its cost and its frequency.

The Contractor shall operate, maintain and administer the Buses in accordance with all applicable Federal, State, County, and Owner laws and codes according to the operational and maintenance standards recommended by the Bus manufacturer and its component suppliers, so as to protect all the Owner's warranty rights and not interfere with the Owner's rights under any warranty or void any warranty. The Contractor is responsible for obtaining updated warranty information, standards or requirements from the Bus manufacturer.

The Contractor shall also have the Buses comply with the following standards:

- Air conditioners will be operated at all times when exterior temperatures reach eighty (80) degrees Fahrenheit or upon passenger request.
- Heaters will be operated upon passenger request and will sufficiently heat the interior of the Bus.
- Exterior paint of Buses shall be maintained free of oxidation or rust.
- Bus bodies shall be free of any major sheet metal damage.
- Buses shall be inspected each day prior to commencing service to assure that each bus is free from dirt, trash, and debris.
- The exterior of each Bus in service shall be kept clean from road dust, mud, and grime.
- The interior of each Bus in service shall be cleaned prior to beginning daily service.
- Every Bus shall be structurally sound and maintained so as to provide for the safety of the public.
- The Buses shall be repainted by a contractor designated by the Aviation Director when, in the opinion of the Aviation Director, conditions warrant painting to keep the Buses in first-class condition. The Contractor will be responsible for transporting the Buses to and from the designated contractor's location.

The Aviation Director shall be notified immediately when any Bus is taken out of scheduled service for any reason, including reasons having to do with mechanical failure, accident, or staff shortage.

Notice of structural (frame, chassis, body or any other non mechanical type item) or mechanical (engine, transmission, HVAC, motors, ADA ramp and other miscellaneous mechanized items) damage exceeding \$5,000 on any Bus must be reported to the Aviation Director designee for inspection. Inspection shall take place within four (4) business hours, Aviation Director Designee shall approve the repair and the Contractor will complete the repair in a timely manner.

The Contractor shall maintain the maximum number of Buses available for operation by monitoring the operating and maintenance records of each Bus in such a manner so as not to preclude the required levels of customer service as stated in Section 3.3 herein.

The Contractor shall provide (or cause to be provided) oil, lubricants, hand tools, diagnostic equipment, cleaning supplies for mechanics, and miscellaneous OEM parts necessary for Bus maintenance and repair (other than the initial parts inventory), and obtain warranty parts provided by various manufacturers. Owner shall not be charged for any type of mark-up costs. Contractor shall be reimbursed for replacement parts and consumable items such as coils, filters, engine belts, operating liquids, light bulbs, brake pads, tires (fix flat, replace, mount, balance, rotate if required) and other miscellaneous consumables not mentioned. Contractor and Aviation Director's designee shall work together to establish an inventory of all parts required to keep the buses in service prior to DBO. Contractor shall use only OEM parts, or parts that meet or exceed the original standards. Owner shall be billed at cost for all inventory and owns all inventory.

5.2 Bus Fueling

The Contractor shall manage the fueling of buses in the most efficient and cost-effective manner possible. The Aviation Director will identify a third-party contractor to act as the sole source of the fuel that Contractor will use during the Term. The Contractor shall be responsible for ordering the fuel and maintaining full capacity in the fuel storage tanks to avoid interruption of the shuttle bus service. The Owner will pay for the fuel directly to the third-party contractor, Contractor shall maintain accounting records to include name of driver, the number of the bus, gallons filled, filled on what day and time.

5.3 Non-Conforming Bus Maintenance/Repairs

If any maintenance and/or repair work is not performed in conformity with the requirements of this Contract, the Owner shall have the right to require the Contractor to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work performed is of a nature that the defect cannot be corrected by re-performing the work, the Owner shall have the right to the following:

- a. Require Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the Contract requirements.
- b. Hire a third party to perform work at Contractors expense.
- c. A credit to the Owner in the amount for the work performed.

5.4 Comprehensive/Collision/ Non-Warranty Repairs

The Owner shall be responsible for the uninsured cost of repair to all Buses that are damaged, either by accident, theft, or vandalism, if the damage is not the result of any negligence by the Contractor during the performance of the shuttle bus service. The Contractor will be responsible for the uninsured cost of repair to all Buses that are damaged, either by accident, theft, or vandalism, if the damage has resulted from the negligence of the Contractor during the performance of the shuttle bus service,

Accident and vandalism repairs costing under \$5,000.00 shall be completed within ten (10) calendar days from notification. Repairs over \$5,000.00 shall be completed within twenty (20) calendar days from notification and approval from Owner.

Collision repair that is estimated to be greater than the fair market value of the Bus must be analyzed by the Contractor to determine the repair's cost effectiveness. In those cases the Contractor shall prepare a written recommendation for the Owner to consider in deciding whether to repair or replace the Bus.

The cost to repair damage to a Bus resulting from a mechanical defect that is not covered by warranty or occurs after the expiration of the warranty is the responsibility of the Owner, except in cases where the damage results from the negligence of the Contractor. In cases where the negligence of the Contractor contributes to the mechanical defect, the Contractor is responsible for the cost to repair the damage from the defect.

5.5 Quality Assurance

Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of the Buses. The program shall include provisions for meeting specified performance standards, maintaining quality workmanship, providing a high level of customer service, and reducing fleet costs incurred by the Owner.

5.6 New Materials

All supplies and components to be provided under this Contract shall be new and of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this Contract the Contractor believes that furnishing of supplies or components which are not new (rebuilt, remanufactured or refurbished) and accepted by manufacturers to use, and will not void warranties, these items may be used. Contractor shall process all claims for any item new or used for replacement that are inferior.

5.7 Subcontractor Repairs

Any Bus maintenance and/or repairs that are not performed by the Contractor's staff and are subcontracted by the Contractor to a third-party will continue to be the full responsibility of the Contractor. The Contractor shall be responsible for arranging and managing the use of subcontracted repairs and accept full responsibility and liability for all subcontracted work. The Contractor must notify the Owner of all subcontracted maintenance and/or repairs for the Owner's approval prior to proceeding with the performance of the subcontracted work. Subject to normal maintenance cycles and repairs, Contractor shall maintain (or cause to be maintained) the exterior and interior of all Buses at all times in a clean, sanitary, safe and fully functional condition.

ARTICLE 6 - PREMISES

6.1 Bus Facility

During the Initial and Primary Term of this Contract the Contractor will be allowed to occupy and operate from the Premises, areas designated by the Aviation Director in the CCRF, or other Owner approved premises for the exclusive purpose of fulfilling the terms and conditions of this Contract. The Contractor is responsible for conducting security in the Premises and any other areas that the Aviation Director chooses to designate as Owner approved premises. The Premises is being built by the Owner to serve as the place that the Buses are stored, provided fuel facility, cleaned and serviced. It w

include a Bus fleet storage area, Bus maintenance and fueling areas, a Bus wash area, a parts storage area, an equipment room, fluids storage room, administrative office area, break area, small parts storage room, and support services rooms (e.g., rest rooms, locker areas, mechanical equipment and electrical service room). The Premises will be situated on a site north of Arby Avenue, east of Las Vegas Boulevard and south of George Crockett Road as shown in Attachment 4.5.

The Premises is being provided to the Contractor "as is". The Contractor recognizes that it must supplement the Owner-owned fixtures and equipment with equipment of its own. The Contractor must request and obtain the approval of the Aviation Director prior to making any improvements or changes at the Premises that affect the facility's fixtures.

Contractor is responsible for daily cleaning of bus maintenance facility garage floor, oil change pit, lift equipment, fuel island surface area and equipment, and bus wash equipment and surface area, cleaning of debris in bus staging and surrounding areas, employee parking lot, not to include landscape area.

Owner shall provide the following utilities, phone, internet, water, natural gas, electricity, trash collection, janitorial service inside office – restroom – locker room. The utilities and janitorial services are provided by the Owner at no cost to the Contractor

6.2 Bus Facility Maintenance

The Owner, or its contractor, shall maintain, repair, replace and paint all or any part of the Premises facilities, including without limitation, the walls, partitions, floors, ceiling, columns, windows, doors, glass of every kind, lighting and other fixtures, telephone service, custodial maintenance, plumbing lines, electrical and gas systems, pipes, mains, wires, conduits and other equipment connected with or appurtenant to all such systems, any of which may require repair, replacement or painting as a result of normal wear and tear or as a result of being damaged or destroyed by use, the elements, weather, and deterioration. To the extent that any damage to the Premises results from the acts or omissions of the Contractor or its employees, agents, representatives, contractors, customers, guests or invitees, the Contractor shall reimburse the Owner for all costs to repair the damage plus 15% administrative fee.

Contractor must provide immediate notice to the Aviation Director of any damage to any item or system at the Premises in need of repair and provide the Owner, or its contractor, unrestricted access to the Premises at any time for the purpose of fulfilling its maintenance functions as stated herein.

Contractor shall maintain and repair all small shop equipment provided by the Owner such as tire balancing machine, drill press, hose reels, hose replacement, hose attachments, degreaser unit and other equipment not mentioned. Owner shall provide maintenance and repair for large equipment, lift, bus wash mechanisms, fuel pumps and card reader, all if used under normal conditions. Any equipment damaged by Contractor's Staff shall be repaired or replaced at Contractor's expense.

6.3 Fueling Facility

The Contractor shall be responsible for interacting and cooperating with the Owner's selected third-party fueling contractor. In the event that there is a failure in the fuel facility, mechanical operations or delivery of fuel, which impacts the performance of the obligations of this Contract, the Contractor must notify the Aviation Director and the third-party fueling contractor immediately. The Contractor will not have responsibility for regularly monitoring, testing, and inspecting regulated fuel storage tanks. The Contractor must use the fueling facilities in accordance with all applicable federal, state and local environmental laws, regulations and requirements.

The Contractor shall allow full access to any part of the fueling facility at any time by the Owner, the third-party fueling contractor, or any company authorized by the Owner, or any other appropriate governmental agency representative.

6.4 Signage

Freestanding signage outside of the Premises or signage affixed to the exterior of the Premises is prohibited. Contractor will install on the Premises any applicable signage required by federal, state, or municipal law. No signage, banners, and corporate logos will be allowed within the CCRF and the Premises, without the prior written consent of the Aviation Director. Any additional items placed on the Premises, including but not limited to dumpsters, require the prior written approval of the Aviation Director.

6.5 Consolidated Car Rental Facility Office

The Owner, in its sole discretion, may provide the Contractor with an office at the CCRF, from which the Contractor must monitor performance of the requirements of this Contract and attend to customer service issues. The Contractor will staff the office with either a manager or a dispatcher during CCRF hours of operation.

6.6 Furniture and Systems

The Contractor will provide all Furniture and Systems, including storage systems, office furniture, computer and telephone systems, necessary for the staffing and maintenance and repair of the Buses and all Contract operations. At the expiration of the Term or of an option period exercised, or upon earlier termination thereof, Contractor will remove all of its Furniture and Systems from the Premises. In the event that any of the Contractor's equipment is affixed to the Premises and cannot be removed without causing damage to the Premises then that equipment will be deemed a fixture, surrendered by the Contractor to the Owner and remain in the Premises. At the end of the Term or of an option period exercised, or upon earlier termination thereof, the Contractor will surrender the Premises damage free, in working order, except for normal wear and tear.

6.7 Inspection by Owner

The Owner, or its contractor, may enter the Premises, or any other area that Contractor occupies under this Contract at any time for any purpose.

ARTICLE 7 - OPERATING EXPENSES AND COMPENSATION

7.1 Operating Expenses

Operating Expense means a necessary expense incurred by the Contractor in the performance of this Contract. Owner will reimburse approved operating expenses at actual cost. Approved expenses include the following:

- a. Salaries, wages, and compensation package benefits for Contractor's full-time employees exclusively assigned to this Contract as accepted by the Director of Aviation.
- b. Maintenance / Repair required of Buses, equipment, parts, filters, oils, miscellaneous items purchased by Contractor, exclusive of original bus parts inventory available to the Contractor.

- c. Owner required insurance for the performance of the terms and conditions of this Contract.
- d. Other expenses as may be included and approved in the annual budget.

The following are examples of items excluded from Operating Expenses:

- a. Gifts or other gratuities.
- b. Out-of-Town travel or training expense.
- c. Insurance not directly incurred in the operation of this Contract.
- d. Political contribution.
- e. Any fines, penalties or delinquent fees imposed by governmental agencies or other businesses against the Contractor or its personnel.
- f. Owner provides the following services: electrical, natural gas, water, phone, internet, trash and sewer.

Owner will reimburse the Contractor monthly, in accordance with Section 7.12 herein, for the approved operating expenses paid by the Contractor in the preceding calendar month.

7.2 Management Fee

The Management Fee for this Contract will be for a three (3) year period in the amount of \$2,048,726.00/Two Million Forty Eight Thousand Seven Hundred Twenty Six dollars.

During the Primary Term, the Owner will pay Contractor one-thirty sixth (1/36) per month of the Management Fee, in arrears, in conjunction with the monthly request for operating expenses and reimbursement.

At the end of each three (3) year Term and ninety (90) days prior, the Contractor may petition and negotiate with the Aviation Director for an adjustment of its Management Fee, if, pursuant to Section 2.3, Owner exercises the option to renew the terms of this Contract, a new Management Fee will require written approval of the Owner.

If at the end of a three (3) Term, Contractor petitions for an increase that was negotiated, but not accepted by the Contractor, Contractor shall provide in writing to the Owner that it wishes to discontinue its Contracted service in one (1) year from the anniversary date. Contractor shall be bound to all current terms and conditions and Management Fee as per previous Term, no penalties shall be applied by the Owner.

7.3 Budget

Not less than sixty (60) days prior to the DBO of this Contract and ninety (90) days prior to the anniversary of the DBO of this Contract every year throughout the Contract term, Contractor shall submit in writing, for approval by the Aviation Director, its proposed operating budget for the period beginning with the anniversary of the DBO and ending twelve (12) months later.

Operating costs shall be presented in detail for the Aviation Director's review. Within forty five (45) days after receipt of the Contractor's proposed budget, the Aviation Director shall respond in writing to the Contractor either the Aviation Director's approval of the proposed budget or its disapproval of the budget, or any portion thereof. In the event that Aviation Director disapproves of the budget, or any portion thereof, Contractor shall provide additional data to justify the disapproved expenditure. The Aviation Director's decision in such matters shall be final.

Once the Aviation Director has approved the Contractor's budget, the Contractor shall not exceed the approved budget without prior written consent from the Aviation Director. Expenses made that exceed the budget without prior approval will not unreasonably be withheld with justification of action in Owner's best interest. If Owner finds that the over budgeted expense is not warranted, Contractor shall bear the additional burden of expense.

7.4 Initial Term Costs

During the Initial Term, the Contractor will perform services as stated in Section 3.2 herein, at the time and in the order as directed by the Aviation Director. The Contractor shall have proposed in the RFP a budget line item to cover its services on a daily basis for the Initial Term. That amount will be itemized in detail, specifying the responsibility that each cost is attributable to, and submitted to the Aviation Director for payment monthly in arrears.

7.5 Start-Up Costs

The Contractor and Owner agree and acknowledge that Contractor will incur costs and expenses prior to the commencement of the Primary Term of this Contract. Contractor acknowledges that it is financially capable of absorbing such costs. Contractor will present a report of those costs to the Aviation Director no later than forty five (45) days before the Primary Term for Aviation Director approval. Owner, through the Aviation Director, will have fifteen (15) days within which to approve the start-up costs. Once Owner has approved the amount of the start-up costs, then the Contractor may submit the amount for reimbursement by the Owner.

7.6 Variable Costs

Contractor shall submit to the Aviation Director or his designee an annual Operations Budget, forty five (45) days prior to the anniversary date. The budget shall include any and all forecasted changes to the operations. Unforeseen variable costs are changes not covered by this Contract that occur as a result of external events such as change in law created by local, state and federal department, or regulations, natural catastrophes, civil disturbance, acts of terrorism, or extraordinary events. This section does not include rate increases occurring in the ordinary course of doing business.

7.7 Fleet Adjustment

The Contractor is aware that the Aviation Director may increase or decrease the Bus fleet during the Term of the Contract. The Contract would be impacted in two areas as noted below and would not be renegotiated for the adjustment in services and Management Fee when it becomes necessary:

- a. Maintenance and repair services must be impacted by plus or minus 20% of Bus Fleet size to readjust operating expense.
- b. The number of Bus Drivers shall automatically be adjusted plus or minus to 20% (without impact of Management Fee) to provide services according to Bus Fleet size.

7.8 Monthly Reports

The Contractor must submit a monthly report to the Aviation Director prior to the tenth (10th) day of the month following the month being reported.

Monthly reports shall be prepared in accordance with generally accepted accounting principles, and be in an acceptable format with sufficient detail for the Aviation Director's review. Each report shall be accompanied by copies of paid invoices evidencing Contractor's payment of the operating expenses during the period covered by the report.

The monthly report shall include but not be limited to: a) all operating and maintenance expenses paid by the Contractor during the preceding calendar month; b) any payment from any insurance carrier arising from or relating to Contractor's operations hereunder received by Contractor during the preceding calendar month; c) bus performance records evidencing numbers of vehicles run per hour and compliance with schedule time; d) and management fees.

The Aviation Director may require additional information in the monthly report at any time throughout the Term.

7.9 Annual Reports

Contractor shall submit in writing to the Owner annually, no later than sixty (60) calendar days after the anniversary date of the Primary Term, an annual financial statement setting forth all business transacted by the Contractor in the performance of this Contract for the preceding year.

Such report shall include but not be limited to, operating and maintenance expenses, management fees, compensation paid by the Contractor, payments received by the Contractor under any insurance policies, and shall be certified by the Contractor's Chief Financial Officer.

7.10 Records

At all times throughout the Term of this Contract, Contractor shall maintain all its records relating to the performance of this Contract in accordance with generally accepted accounting principles. Records shall be accurate, complete and detailed, showing all costs incurred by the Contractor (with source documents and supporting data). Records shall include but not be limited to personnel data, applications, certifications, drug testing, training, customer complaints and resolutions, insurance claims, security incidents, invoices, billings received, record of payment, personnel time slips, and salaries.

Contractor shall collect and retain records of its operations throughout the Term of this Contract, for any succeeding option periods, and for a period of five (5) years after the termination of this Contract. Contractor shall notify the Aviation Director in writing that it intends to dispose of the records, not less than sixty (60) calendar days in advance of doing so. The Aviation Director reserves the right to assume ownership of such records without further consideration paid to the Contractor. The Aviation Director shall notify Contractor, in writing, within thirty (30) calendar days of his/her decision regarding the records.

7.11 Inspection/Audit

The Owner retains the right throughout the Term to view all of the Contractor's records that pertain to this Contract. For purposes of inspection, these records must always be available for the Owner.

Throughout the Term, the Director of Aviation may cause to have an audit performed on Contractor's records. The audit shall be in form and detail satisfactory to the Director of Aviation and the cost of the audit shall be borne by the Owner. The Director of Aviation shall notify Contractor in writing ten (10) business days in advance of an audit and the Contractor shall make available to auditor(s) all records for inspection and copying if required. Contractor shall comply and cooperate with all requests from the auditor. Auditing shall be done in Clark County, Nevada at a mutually agreed upon location.

If upon the completion of the audit, it is determined by the Auditor that the Owner has overpaid the Contractor, the Contractor shall within thirty (30) days of written notification of overpayment, reimburse the Owner immediately or deduct the overpayment from the next billing statement. Contractor shall be responsible for the cost of the Auditor, if found that Contractor has been overpaid.

If, upon completion of the audit, it is determined by the Auditor that the Contractor has been underpaid, the Owner shall pay the Contractor the amount of money determined to be owed as a result of the audit within thirty (30) days.

At the completion of an audit the Owner shall provide a copy of the audit report to the Contractor.

7.12 Billings And Payment

The monthly reports required of the Contractor together with applicable paid invoices, shall constitute Contractor's billings for management fees and operating and maintenance expenses. Aviation Director shall review reports and forward Contractor's approved billings for issuance of payment within thirty (30) days of receipt. Contractor agrees to waive interest charges on overdue invoices.

Upon payment by the Owner, the Contractor shall pay Subcontractor(s) the appropriate share of the Subcontractor's payment on no later than the tenth (10th) calendar day after Contractor receives payment from the Owner.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Disputed Billings

Throughout the Term of the Contract, the Aviation Director shall notify the Contractor, in writing, of any bill, invoice or statement containing disputed billing item(s).

In such event, the Contractor shall present all supporting data and documentation in its possession relating to such item(s) and Contractor's payment thereof, to the satisfaction of the Aviation Director, and the parties shall negotiate in good faith to resolve such dispute. Contractor's failure to provide such data or documentation within ten (10) days after receiving notice shall result in waiver and release of any claim whatsoever against the Owner for payment of said item(s).

The existence of outstanding disputed billing items shall not affect payment by the Owner of approved items on the same billing, and the Owner shall issue payment for such approved items in accordance with Article 7. Partial payment shall not be deemed as a waiver on disputed items.

ARTICLE 9 - INDEMNITY AND INSURANCE

9.1 Indemnification of Owner Against Liability

The Contractor shall indemnify, defend, save and hold harmless the Owner and its officers, officials, agents, and employees, and the CCRF Concessionaires (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal.

state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

9.2 Insurance

Contractor shall procure and maintain primary insurance during the Initial and Primary Term of the Contract with approved insurance carriers and coverage requirements as set forth in Exhibit B. The Contractor shall also require all Subcontractors performing Work for which the same liabilities may apply under this Contract to do likewise.

ARTICLE 10 - PERFORMANCE GUARANTY

10.1 General

Thirty days after beginning the Initial Term and Thirty days prior throughout any extended renewal option periods, the Contractor shall deliver to the Owner an irrevocable letter-of-credit (LOC) to guarantee the full and faithful performance by the Contractor of all terms and conditions of this Contract and stand as security for payment by Contractor of all claims by the Owner. The Contractor's failure to provide a LOC under this section shall be a material breach of this Contract. The required amount of the LOC for this Contract is an amount of One Million Three Hundred Thousand dollars (\$1,300,000.00).

The LOC shall be issued in a form that satisfactory to the Owner and the Owner must be able to draw upon the LOC at financial institution establishments. Unless the Owner receives a written extension of that LOC, in a form acceptable to the Owner, at least thirty (30) days before the end of the term such LOC, the Owner, may draw upon the LOC full amount, based on a material breach by Contractor and retain all proceeds as a cash security pursuant to this paragraph. The Owner will not pay interest to the Contractor on the LOC. See Exhibit A for the Owner's LOC form.

The language of the LOC will unequivocally state that if at the time this Contract terminates or is terminated by the Owner without cause, there is consideration due and owing to the Owner from the Contractor, the amount of the LOC shall be applied toward the settlement of said claim(s). In the event the Owner terminates this Contract for cause the entire LOC shall become the property of the Owner, not as a forfeit or a penalty but as liquidated damages. This sum is fixed and hereby agreed upon between the parties since calculating the actual loss to the Owner and to the public caused by the termination of this Contract would be impractical and extremely difficult to determine.

In the event that the Owner draws upon the LOC, the Contractor must replenish the amount of the LOC to conform it to the amount shown above within thirty (30) days thereafter.

ARTICLE 11 – TERMINATION

11.1 Termination by Owner

The Owner reserves the right to terminate this Contract without cause, or to abandon the services, or any part of the services not then completed, by notifying Contractor in writing at least thirty (30) days prior to the effective date of termination. Upon receiving a written notice to terminate or suspend Services, Contractor shall:

1. Discontinue the advancing services in progress, or such part that is described in the notice.
2. Deliver to the Owner all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the Owner.
3. Be paid in full the pro rata value for services performed to the date of its receipt of the notice of termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work. No payment shall be made for loss of anticipated profits or unperformed services.

11.2 Final Payment

The Owner shall make final payment for all services performed and accepted within sixty (60) days after Contractor has delivered to the Owner any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Contract.

11.3 Temporary Suspension

The Aviation Director may, by written notice, direct Contractor to suspend performance on all or any part of the services for such period of time as may be determined by the Owner to be necessary or desirable for its convenience. If such suspension causes additional expense to the Contractor in performance, and is not due to fault or negligence of the Contractor, the compensation will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the services may be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

ARTICLE 12- ENVIRONMENTAL COMPLIANCE

12.1 Hazardous Substances

Contractor shall not cause or permit any hazardous substances to be brought upon, generated, stored, used, treated, transported or disposed of on, to, or from the Premises or any Airport property. The only exception for such hazardous substances of the type and quantity are reasonable necessary for Contractor's business. Contractor must first obtain permits if required by law and approvals by the Environmental Protection Agency ("EPA") having authorization to use such substances and knowing and understanding the law of hazardous waste disposal. In no event shall Contractor knowingly suffer or permit in connection with Contractor's presence or operations any substance categorized under SARA Title III as "Extremely Hazardous Chemicals" (listed appendices to 40 C.F.R. Part 355 or amended in most current updated in the Federal Register) to be present on the Premises or Airport property in excess of the threshold planning quantity set for that substance.

Contractor shall inform Owner of hazardous substances used on the Premises. Contractor shall provide permits if required and MSDS sheets to the Owner prior to bringing the hazardous substance on the Owner's Premises or any Airport property. Owner will issue a written approval if acceptable.

If such hazardous substances are used by the Contractor and stored, generated, treated, or disposed of on, near or in or about the Premises or any other Airport property, Contractor shall indemnify and hold harmless the Owner and the CCRF Concessionaires and their employees, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising during or after the Term of this Contract to the extent arising as a result of such use, storage, generation, treatment, or disposal, including without limitation (a) personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous substance (b) any lawsuit brought, settlement reached, or government order relating to such hazardous substances (c) any and all sums paid for reasonable settlement of claims, attorneys' fees, and consultant and expert fees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal and/or restoration of the site (whether on or off-site) mandated as an environmental requirement by the Federal, State or local agency or political subdivision. Without limitation of the foregoing, if Contractor does not comply with this section as required by environmental requirements, Contractor shall promptly at its sole expense, take action to return the Premises or any other affected area of the Airport to the condition existing prior to the Contractor's failure to comply with this section.

In no event shall Contractor be liable to Owner or the CCRF Concessionaires for any pre-existing environmental conditions that occurred prior to DBO unless at fault by negligence of Contractor.

12.2 Environmental Reporting

Throughout the Term of the Contract, Contractor and Owner shall each promptly supply copies (upon receipt or transmittal) to the other of all notices, reports, orders, that either the Owner or the Contractor receives from the Environmental Protection Agency, the State of Nevada or any local government authority that requires submission of information concerning hazardous substances. The Contractor and Owner agree to promptly notify the other in advance of any scheduled meeting between it and any agency regarding Environmental Requirements or Liabilities concerning the premises or Contractor's activities and operations pursuant to this Contract.

12.3 Access and Inspection

The Contractor shall allow the Owner and/or the Aviation Director to access the Premises at any time without prior notice for the purpose of conducting reasonable environmental inspections, tests and sampling at no cost to the Contractor. The Owner and/or the Aviation Director shall not unreasonably interfere with the Contractor's business or operation during any inspection, test or sampling.

Upon receipt of a written request from the Owner, Contractor shall, within a reasonable time, provide for inspection by the Owner and/or the Aviation Director of all documents in Contractor's possession that evidence the nature of compliance or non-compliance of Contractor's operations and activities on the Premises with the applicable Environmental Requirements of this Article. Contractor shall have on file all such documents on the Premises for convenient access by the Owner and/or the Aviation Director.

Contractor shall conduct inspections for environmental compliance on each Bus according to federal, state, local and Airport requirements.

12.4 Notification / Response Requirements

If either the Contractor or the Owner has actual knowledge of any threat of release or other potential harm to the environment, including but not limited to any release, discharge, spill or deposit of any hazardous substances from or about the Premises which has occurred or is occurring which in any way affects or threatens to affect any part of the Premises, persons, structures, or equipment, that party shall notify as quickly as practicable by verbal report in person or by phone, (1) the designated environmental administrator or manager, (2) Airport Fire Station, (3) emergency response center, environmental or regulatory agencies, as required by law or regulation. The reporting party shall provide written confirmation of any verbal reports to the Owner within 72 hours of the report.

The Contractor and Owner shall cooperate fully with the other in promptly responding to, reporting to any regulatory agency, and remedying any threat of potential harm to the environment, including without limitation any release or threat of release of any hazardous substances into the drainage system, soils, groundwater, waters, or atmosphere.

12.5 Correction of Non-Compliance or Hazardous Conditions

If a condition on any part of the Premises or an activity being conducted by the Contractor pursuant to this Contract is noncompliant with applicable Environmental Requirements or specifications, the Owner shall provide in writing to the Contractor notice of the alleged non-compliance and the Contractor, upon receipt of said notice, shall immediately undertake corrective action or remediation.

If Contractor fails to commence and diligently proceed with any remediation or corrective action within ten (10) days following receipt of notice from the Owner, Owner reserves the right to enter the Premises and take such measures as may be reasonable and necessary to comply with applicable environmental requirements. Any and all conditions not corrected by the Contractor within ten (10) calendar days the Owner shall take action and make such measures to conform to environmental requirements at Contractor's expense. Owner shall have the option to bill the Contractor and seek reimbursement within twenty (20) calendar days or deduct the amount from the monthly invoice sent by the Contractor plus a 15% administrative fee.

12.6 Storage Tanks

During the term of this Contract, the Owner shall be responsible for regularly monitoring, testing, and inspecting all storage tanks related to the Bus Facility. Inspections shall be done by certified storage tank inspectors and paid by the Owner.

The Contractor shall be responsible for conducting daily visual inspections and keeping records thereof including log-in date and time.

IN THE SUPREME COURT OF THE STATE OF NEVADA

**BOMBARDIER TRANSPORTATION
(HOLDINGS) USA INC.,**

Appellant,

v.

**NEVADA LABOR COMMISSIONER;
THE INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS; and
CLARK COUNTY,**

Respondents.

Case No. 71101

Electronically Filed
Nov 06 2017 03:23 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPELLANT BOMBARDIER TRANSPORTATION
(HOLDINGS) USA INC.'S APPENDIX**

VOLUME 2

ER0499-ER0748

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International Union of Elevator Constructors Exhibit 1		3540–3722

International Union of Elevator Constructors Exhibit 2		3723–3725
International Union of Elevator Constructors Exhibit 3		3726–3727
International Union of Elevator Constructors Exhibit 4		3728–3751
International Union of Elevator Constructors Exhibit 5		3752–3753
International Union of Elevator Constructors Exhibit 7		3754–3760
International Union of Elevator Constructors Exhibit 8		3761–3770
International Union of Elevator Constructors Exhibit 9		3771–3802
International Union of Elevator Constructors Exhibit 10		3803–3810
International Union of Elevator Constructors Exhibit 13		3811–3823
International Union of Elevator Constructors Exhibit 17		3824
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International Union of Elevator Constructors Exhibit 19		3830–3838
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International Union of Elevator Constructors Exhibit 22		3841–3843

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International Union of Elevator Constructors Exhibit 24		3845–3846
International Union of Elevator Constructors Exhibit 25		3847–3860
International Union of Elevator Constructors Exhibit 27		3861–3870
International Union of Elevator Constructors Exhibit 28		3871–3938
International Union of Elevator Constructors Objection to Revised Determination		0040–0044
International Union of Elevator Constructors Opposition to Motion for Summary Judgment	April 16, 2013	0550–0674
International Union of Elevator Constructors Post-Hearing Brief	December 11, 2013	1366–1405
International Union of Elevator Constructors Pre-Hearing Conference Memorandum	June 18, 2012	0068–0075
International Union of Elevator Constructors Pre-Trial Brief	April 19, 2013	0766–0794
International Union of Elevator Constructors Prevailing Wage Complaint	October 9, 2009	0001–0002
Notice of Entry of Order	August 10, 2011	0045–0054
Notice of Pre-Hearing Conference	May 17, 2012	0037–0039
Order Denying Motion for Summary Judgment	June 3, 2013	0795–0799
Order on International Union of Elevator Constructors’ Petition for Reconsideration	May 18, 2012	0055–0067

Revised Determination of the Clark County Department of Aviation	March 30, 2010	0006–0008
Scheduling Order	June 27, 2012	0076–0080
Stipulated Protective Order, signed by the Labor Commissioner	November 7, 2012	0081–0090
Summary of Legislation History of 1981		3953–4005



EXHIBIT 4

00250

ER0250

December 17, 2009

TO: Michael Tanchek, Labor Commissioner
FROM: William Stanley, IUEC
RE: Appeal from Decision of Clark County Dept. of Aviation re Bombardier
Contract CBE 552; Supplement to Appeal on Contract 2252

We hereby appeal from the Department of Aviation's ("DOA") determination that none of the work covered by Contract CBE-552 is covered by prevailing wage law, but instead are all within the "maintenance" exception.

The author of the determination recites the legislative mandate placed on awarding agencies by NRS 338.070(1) to investigate possible violations of the provisions of NRS 338.010 to 338.090, and sought an opinion from the District Attorney's office, therefore, we can only assume the author understood this mandate. Yet, no investigation took place. Not a single employee was interviewed, and not a single work log was reviewed. The DOA sought an extension of time to respond to the complaint in a November 12, 2009 letter from Bob Kingston to Deputy Labor Commissioner Keith Sakelhide. Despite this extension, the author only offered a legal opinion that could have been drafted by someone in a law office in about 2 hours that was devoid of actual facts about this contract.

DOA and the deputy District Attorney involved have been all over the map trying to protect Bombardier from compensating employees employed at McCarran Airport in accordance to Nevada's prevailing wage laws. They originally told me Bombardier was exempt as a supplier. Now that they realized this excuse would not work (see new language in NRS 338.010), they are trying the "maintenance" argument. However, if some of the work done on Contract 2305 is covered as DOA itself has admitted in its prior determination, then some of the work on CBE 552 also must be covered, because the nature of the work is not significantly different. DOA's July 14, 2009 letter from James Ryan to Keith Sakelhide (copy enclosed) states the following regarding

00251

ER0251

Bombardier employees employed on County Contract 2305: 1) "the work knowledge and tasks are the same as those held and utilized on a daily basis by the maintenance staff." 2) "For the installation and testing of the equipment as described above, the cognizant Bombardier Transit Technicians and engineers utilized the same tools and techniques utilized by the Transit Technicians on the O&M Contract." 3) "The work performed by the Transit Technicians under Contract 2305 did not differ from the work tasks performed under the O&M contract, and the workers have been appropriately compensated for that work."

Now that work completed by Bombardier employees on Contract 2305 has been determined by all parties to be covered by prevailing wages, Bombardier employees employed on the O&M contract #552 performing the same work and tasks, applying the same working knowledge, and applying the same test equipment and tools as the Bombardier employees employed on Contract 2305, should also be compensated under Nevada Prevailing Wage Laws.

We are not dealing with a de minimis amount of repairing that might be seen as within the "maintenance" exception. The Legislature clearly did not intend that prevailing wage could be avoided by mixing a tiny bit of maintenance into a contract that is primarily about doing major repairs, for that would allow the exception to swallow the rule.

Bombardier workers report that under CBE 552 about 75-80% of their work was repairing, replacing structures and parts, with new and reconditioned parts and structures with only 20-25% being diagnostics and maintenance.

The contract language itself specifically delineates three kinds of so-called maintenance tasks in section 2.2.1, and the third category of "Major Maintenance" is far from any common-sense notion of ordinary maintenance: "Replacing major repairable unit; Performing major repairs; Rebuilding and overhauling major components; Repairing spare equipment".

In addition, the contract provides a specially-paid category of work in section 2.2.6 called "heavy maintenance and overhaul" which included:

00252

ER0252

Vehicles

- Propulsion Motor Overhaul
- Axle differential and planetary gear overhaul
- Air Conditioning overhaul
- Replacement of bogie pivot bearing
- Exterior body waxing
- Replacement of carpet
- Vehicle Interior Refurbishment
- UPS System

Guideway

- Guideway Painting- excluding repair or touchup painting
- Running Surface Repair - excluding local patch work

These tasks must be deemed covered, for prevailing-wage tradesmen in several listed job classes would be largely put out of work in this State if you accepted the argument that the above tasks are mere ordinary maintenance, such as Elevator Constructors when they replace drive system components including drive motors, Floor Coverers and Painters. Prevailing-wage carpenters would also have very little work left if "interior refurbishments" were exempt from prevailing wage law. Similarly, "air conditioning, chiller and boiler overhauls" are much of the work of prevailing-wage Sheet Metal Workers and Plumbers and Pipefitters.

While the various tasks listed above are normally done by Elevator Constructors in the context of elevators (including automated people movers), if you accept DOA's claim that such job class does not apply here, then the Bombardier technicians here should have been paid at least the corresponding specialty craft wage of Painter, Carpenter, Floor Coverer, Sheet Metal Worker and Heavy Equipment Mechanic, which from my own experience in the field I know correspond to what the Bombardier Techs did.

A number of such tasks were also done under Contract 2305, so please accept this letter as a supplement to our appeal over DOA's determination on that contract.

00253

Maintenance exceptions to prevailing wage laws have been held not to encompass heavy repairs. *Borough of Youngwood v. Pennsylvania Prevailing Wage Appeals Bd.*, 947 A.2d 724 (Pa. 2008); *City of Spokane v. State, Dept. of Labor and Industries*, 998 P.2d 913 (Wash.App. 2000). The same approach should be followed by the Commissioner here. State prevailing wage laws are remedial statutes construed in favor of workers. *Bridgestone/Firestone, Inc. v. Hartnett*, 572 N.Y.S.2d 770, 772 (N.Y.A.D.1991)(holding replacements of warranted products by manufacturer a public works project covered by prevailing wage law, noting "The Labor Law's prevailing wage requirement reflects a strong public policy in this State and the statute is to be liberally construed to effectuate its beneficent purposes/"); *D.W. Close Co., Inc. v. Washington State Dept. of Labor and Industries*, 177 P.3d 143, 152 (Wash.App. 2008) ("the Prevailing Wage statute is remedial and should be liberally construed to affect its purpose."); *Walker v. County of Los Angeles* (1961) 55 Cal.2d 626, 634-35; *McIntosh v. Aubrey* (1993) 14 Cal.App.4th 1576, 1589.

The DOA relies on NRS 332.015, but that only provides an exception to competitive bidding requirements and only in situations where only one supplier can supply a particular product, which is not the case here: at least 6 other companies provide automatic people movers. More importantly, NRS 332.015 does not provide an exception to prevailing wage laws.

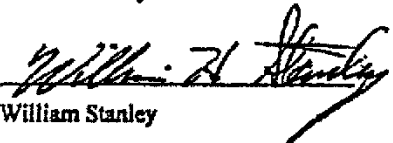
DOA's argument per past practice and legal opinions offered by this deputy DA regarding other contracts has no relevancy in this determination, because this contract is fundamentally different from the others due to the predominance of heavy repair, and because there is no evidence that DOA or the deputy DA consulted the Commissioner's office or courts in establishing the alleged practice.

If this information is not sufficient for your office to grant the appeal, we invoke our right to hearing pursuant to *Baldonado* decision.

00254

ER0254

I declare under penalty of perjury of the laws of Nevada that the foregoing factual statements are true and correct. Executed this 17 day of December 2009.


William Stanley

00255

ER0255

EXHIBIT 5

00256

ER0256

JIM GIBBONS
Governor

DIANNE CORNWALL
Director

MICHAEL TANCHEK
State Labor Commissioner

STATE OF NEVADA



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER
<http://www.LaborCommissioner.com>

REPLY TO:

1) OFFICE OF THE LABOR COMMISSIONER
555 E. WASHINGTON AVENUE, SUITE 4100
LAS VEGAS, NEVADA 89101
PHONE: (702) 488-2809
FAX: (702) 488-2880

2) OFFICE OF THE LABOR COMMISSIONER
875 FAIRVIEW DRIVE, SUITE 228
CARSON CITY, NEVADA 89701
PHONE: (775) 587-1800
FAX: (775) 587-8400

December 31, 2009

Bob Kingston, Assistant Director, Facilities
Department of Aviation
P.O. Box 11005
Las Vegas, NV 89111-1005

Re: IUEC v. Bombardier Transportation Holdings, USA, Inc.
Contract CBE-552

Dear Mr. Kingston:

Enclosed, please find an objection filed by the IUEC with regard to the determination submitted by your office on November 24, 2009 concerning the above entitled action. Please review this objection and respond accordingly.

Without commenting on the objection filed by the IUEC, I find that you your November 24, 2009 Determination failed to address many key elements that should have been part of your investigation and addressed in your findings. It appears to be your position that since you "identified" this contract as a maintenance contract, then there are no further questions to address.

I trust that you now understand that your review must go much further. You must delve into the scope of the contract to clearly identify whether the work performed falls into that exception created by NRS 338.011. In simple terms, utilizing the contract provisions does the scope of work fall into what would be considered normal maintenance, or would the work be considered a modernization, an upgrade, a remodel, etc., and therefore subject to the provisions of NRS Chapter 338.

2009 JAN -14 P 1:42

DEPT. OF AVIATION
CONSTRUCTION AND
ENGINEERING

NEVADA STATE LABOR COMMISSIONER

If you have any questions, please call my office at (702) 486-2654. Please ensure that all correspondence is sent to my attention.

Sincerely,



Keith Sakelhide
Deputy Labor Commissioner

cc: Susan Hobbes, Airport Construction Compliance Manager (w/encl.)

Encl.

(7) 444 

00258

ER0258

EXHIBIT 6

00259

ER0259



Department of Aviation

RANDALL H. WALKER
DIRECTOR

ROSEMARY A. VASSILIADIS
DEPUTY DIRECTOR

POSTAL BOX 11005
LAS VEGAS, NEVADA 89111-0005
(702) 261-5511
FAX (702) 597-5553
E-MAIL: webmaster@ccdoa.com

March 30, 2010

Michael Tanchek
Nevada Labor Commissioner
Office of the Labor Commissioner
Department of Business and Industry
State of Nevada
555 E. Washington Avenue, Suite 4100
Las Vegas, NV 89101-1069

Project: ATS Maintenance Contract, Contract #CBE-552
Subject: Bombardier Transportation Holdings USA, Inc. - Alleged Non- Payment of
Prevailing Wages. Revised Determination

Pursuant to Nevada Revised Statute (NRS) 338.070(1) any public body and its officers or agents awarding a contract shall: (a) Investigate possible violations of the provisions of NRS 338.010 to 338.090, inclusive, committed in the course of the execution of the contract, and determine whether a violation has been committed and inform the labor commissioner of any such violations; (b) When making payments to the contractor of money becoming due under the contract, withhold and retain all sums forfeited pursuant to the provisions of NRS 338.010 to 338.090, inclusive.

In as much as this contract was awarded under NRS 332 and not NRS 338, the Clark County Department of Aviation (CCDOA), as a courtesy to the Labor Commissioner conducted an investigation after the CCDOA received a copy of the Complaint filed by William H. Stanley, Organizing Director for the International Union of Elevator Constructors (IUEC) from Deputy Labor Commissioner Keith Sakelhide. The Complaint submitted by Mr. Stanley identified the project listed above and the employees of Bombardier Transportation Holdings (Bombardier) performing work for an alleged prevailing wage project and not being paid the prevailing wage. Additionally, all references cited by Mr. Stanley were legal precedents set outside the state of Nevada and have no bearing on the Nevada Revised Statutes governing Public Works.

A subsequent investigation ensued beginning with a review of the contract issued on July 1, 2008 for Maintenance of Automated Transit System Equipment.



Clark County Board of Commissioners

Rory Reid, Chair • Chip Maxfield, Vice Chair
Susan Brager • Tom Collins • Chris Giunchigliani • Lawrence Weekly • Bruce Woodbury

00260

ER0260

March 30, 2010

Additionally, interviews were conducted with Bombardier on site managers as well as most of the Bombardier employees performing the work at McCarran International Airport.

This contract identifies various stages of maintenance and subsequent repairs on the equipment and vehicle control equipment. It is noted that all equipment from the vehicles themselves to parts, spares and tools belong to McCarran International Airport.

This contract is designed to provide minimum down time of the equipment thereby maximizing the safety and availability of the ATS to the airport customers.

The contract identifies Extent of the Work: "The work under this contract shall include furnishing all labor and materials necessary to accomplish the inspection, cleaning, adjustment, preventative maintenance, lubrication, repair, testing, replacement of worn parts and repair of spare equipment for the ATS." This was verified by both Bombardier managers and employees.

Varieties of tasks are involved with this maintenance and repair contract. The preventative maintenance schedules are followed as time is allotted and many of the repair items are noted during these scheduled inspections and maintenance tasks. These repairs are attended to based on severity and time constraints. Other items are identified during normal operations of the trams when a situation occurs that needs immediate attention to ensure safe and continuous operations of these trams.

Throughout the investigation process none of the work appeared to be modernization, upgrades, remodels, etc... All of the work that was identified through interviews and observations was maintenance of the existing equipment and therefore not subject to the provisions of NRS 338.

Pursuant to Nevada Administrative Code (NAC) 338.110, a person who has been served a copy of a determination pursuant to subsection 1 and who is aggrieved by the determination may file a written objection with the labor commissioner within 15 days after the date of service of this determination. Such an objection must be accompanied by a short statement of the grounds for the objection and evidence substantiating the objection. Your objection letter and attachments must be received by the Labor Commissioner within 15 days of receipt of this letter. Mail your objection package directly to:

Labor Commissioner
Office of the Labor Commissioner
555 E. Washington Ave, Ste 4100
Las Vegas, NV 89101

00261

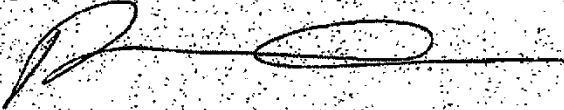
ER0261

Michael Tanchek, Labor Commissioner
Page 3 of 3

March 30, 2010

If an objection to this determination is not received by the due date, the Labor Commissioner will issue an Order Affirming the Determination.

Sincerely,



Bob Kingston
Assistant Director, Facilities

Attachments:

cc:

Keith Sakelhide, Deputy Labor Commissioner
William H. Stanley, Director of Organizing, International Union of Elevator Constructors
Susan Hobbes, Contracts Manager, Clark County Department of Aviation
E. Lee Thomson, Chief Deputy District Attorney, Clark County District Attorney's Office
Randall Walker, Director, Department of Aviation
Rosemary Vassiliadis, Deputy Director, Department of Aviation
Steven Jay, Airport Engineer, Department of Aviation
Edward Munzing, Purchasing Administrator, Department of Aviation
Mike Moran, Bechtel Infrastructure Corporation

00262

ER0262

EXHIBIT 7

00263

ER0263

1 BEFORE THE NEVADA STATE LABOR COMMISSIONER

2 CARSON CITY, NEVADA

FILED

JUN 7 2011

3 IN THE MATTER OF:)

4 INTERNATIONAL UNION OF ELEVATOR)
CONSTRUCTORS, Claimant)

5 vs.)

6 BOMBARDIER TRANSPORTATION (HOLDINGS) USA,)
INC., Respondent)

7 Clark County Department of Aviation)
Automated Transit Systems Equipment)
8 DOA Contract CBE-552)

NEVADA
LABOR COMMISSIONER - CC

INTERIM ORDER

9 Pursuant to the Labor Commissioner's Briefing Order of November 16, 2010 in the
10 above matter, the Parties submitted briefs addressing the issues set out in the Order. The
11 International Union of Elevator Constructors (the Union) filed its Brief on January 3, 2011.
12 Bombardier Transportation (Holdings) USA, Inc. (Bombardier) filed its Brief on January 10,
13 2011. The Union and Bombardier filed Reply Briefs on January 21 and January 26, 2011,
14 respectively. On February 7, 2011, the Clark County Department of Aviation (the County) filed
15 its Response Brief. Finally, the Union filed a Reply to the County's Response Brief on February
16 17, 2011.

17 DISCUSSION

18 Nevada Revised Statutes 338.015 establishes the authority of the Labor Commissioner
19 to enforce the provisions of NRS 338.010 through 338.130, inclusive. Thus, this matter is
20 properly before the Labor Commissioner.

21 Ultimately, the question that needs to be decided in this case is what work, if any, that
22 was performed under the Clark County Department of Aviation's (the Airport) Contract for
23 Maintenance of Automated Transit System Equipment CBE-552 required the payment of
24 prevailing wages. CBE-552 contains provisions that call for a variety of work to be performed.
25 Generally, this work falls into the categories of maintenance for the vehicles, guideways,

1 stations, power distribution, and automatic train controls. Within each of those categories are
2 tasks associated with routine maintenance, scheduled maintenance, and non-scheduled
3 maintenance. In addition, there are provisions for "upgrades and enhancements" and "heavy
4 maintenance and overhaul."

5 In pertinent part, NRS 338.020(1) states that:

6 Every contract to which a public body of this State is a party, requiring the
7 employment of skilled mechanics, skilled workers, semiskilled mechanics,
8 semiskilled workers or unskilled labor in the performance of public work, must
contain in express terms the hourly and daily rate of wages to be paid each of the
classes of mechanics and workers.

9 Clearly this is a contract to which a public body of this State, the County, is a party.
10 Furthermore, the terms of the contract specifically require that Bombardier provide the
11 workmen needed to perform the work. If the contract is for a "public work," then those workers
12 must be paid prevailing wages unless there is some exemption from that requirement. This
13 brings us to the first issue in dispute, whether the work required by the contract is a public
14 work.

15 **Should the complaint filed under DOA Contract 552 be dismissed**
16 **because the contract does not concern "public work" for the purposes**
17 **of NRS 338.010?**

18 NRS 338.010(15)(a) defines a public work:

19 15. "Public work" means any project for the new construction, repair or
reconstruction of:

20 (a) A project financed in whole or in part from public money for:

21 (1) Public buildings;

22 (2) Jails and prisons;

23 (3) Public roads;

24 (4) Public highways;

25 (5) Public streets and alleys;

(6) Public utilities;

(7) Publicly owned water mains and sewers;

(8) Public parks and playgrounds;

(9) Public convention facilities which are financed at least in part with public
money; and

(10) All other publicly owned works and property.

1 The contract makes it quite clear that the County is the owner of the Automated Transit
2 System (ATS). However, even though subsection 10 appears to provide an expansive definition
3 of publicly owned works and property, subsections 1 through 9 provide specific examples of the
4 types of projects contemplated in the statute. A common characteristic shared by the specific
5 examples is that they are all fixed works. While the guideways, stations, power distribution
6 systems and automatic train control systems are commonly considered fixed works, expanding
7 that definition to include mobile equipment like the ATS cars or fire trucks, police cars, snow
8 plows and busses goes beyond the scope of the statute.

9 Nevada prevailing wage rates include provisions for work on mobile equipment such as
10 heavy machinery mechanics and equipment greasers under the Operating Engineers
11 classification. However, those classifications pertain to workers who maintain the construction
12 contractors' equipment in order avoid equipment problems that could interfere with
13 construction. The ATS cars are distinguishable because they are not used in the construction
14 process.

15 Work involving the guideways, stations, and power distribution and automatic train
16 control systems, as "fixed works," is fairly construed as being the type of public work
17 contemplated in the statutes. Work performed on the ATS cars is not.

18 **Should the complaint filed under DOA Contract 552 be dismissed**
19 **because work performed under that contract is exempt pursuant to**
20 **the provisions of NRS 338.011, as work directly related to the normal**
21 **operations or normal maintenance of the airport?**

22 The County argues that prevailing wage issues arising from contracts issued pursuant to
23 NRS Chapter 332 are beyond the jurisdiction of the Labor Commissioner. The County is free to
24 use whatever legal process it has at its disposal to enter into agreements with contractors to
25 perform work or provide services, including NRS Chapter 332. However, placing the statute
concerning the exemption squarely within those statutes enforced by the Labor Commissioner

1 requires the Labor Commissioner to determine when and under what circumstances the
2 exemption will apply, even if that contract is entered into pursuant to NRS Chapter 332. This is
3 one of the reasons that NRS 338.013(1) states:

4 A public body that undertakes a public work shall request from the Labor
5 Commissioner, and include in any advertisement **or other type of**
6 **solicitation**, an identifying number with a designation of the work. That
7 number must be included in any bid **or other document** submitted in response
8 to the advertisement **or other type of solicitation**. (emphasis added)

9 It is irrelevant what kind of procurement process the public body uses to enter into a
10 contract to undertake a public work.

11 The general rule under NRS 338.020 is that prevailing wages must be paid on every
12 contract entered into by a public body that requires workers to under take new construction,
13 repair or reconstruction on a public work. There are no exceptions embedded within that
14 statutory provision. However, the Legislature determined that not all projects that might
15 otherwise qualify as public works should be subject to prevailing wages and established some
16 exceptions. The exemption that pertains to NRS Chapter 332 is found at NRS 338.011, which
17 states:

18 The requirements of this chapter do not apply to a contract:

19 1. Awarded in compliance with chapter 332 or 333 of NRS **which is directly**
20 **related to the normal operation of the public body or the normal**
21 **maintenance of its property**. (emphasis added)

22 One of the points raised by the parties concerns whether there is a distinction between
23 "normal operation" and "normal maintenance." There is, but it is not of any particular
24 significance in this matter even though they are addressed separately in the statute. The normal
25 operation of the McCarran Airport is a complex operation. It involves a vast array of tasks, the
majority of which have no relationship to the requirement to pay prevailing wages. There are
many aspects of the day-to-day business of the airport that do not involve maintenance.

1 To say that any contract that is somehow related to the normal operation of a public
2 facility fully exempts the owner from requiring the payment of prevailing wages creates an
3 exemption that consumes the general rule. By way of example, safe and serviceable runways are
4 necessary for the normal operation of an airport. Concluding that that building a new runway
5 or undertaking major structural repairs on existing runways would be exempt from prevailing
6 wages as being related to the "normal operation" of the airport would undermine and frustrate
7 the intent of the prevailing wage statutes. It would not be a reasonable conclusion. Such is the
8 case with the ATS.

9 Normal maintenance can reasonably be expected to be included as part of the facility's
10 normal operations, but are more narrowly focused and is best viewed as a subset of the normal
11 operations of the airport. A maintenance contract is more likely to trigger a prevailing wage
12 when some of the work involved in maintaining the facility can be characterized as new
13 construction, repair or reconstruction of the airport's infrastructure.

14 Some parties appear to believe that applying prevailing wage requirements to what is
15 ostensibly denominated as a "maintenance" contract is an all or nothing proposition; either it is
16 all subject to prevailing wages or none of it is. Such is not the case for at least two reasons.

17 First of all, there is a wide range of activities that are undertaken in the course of
18 maintenance. The contract, for example, mentions such things as the "periodic washing of the
19 guideway," the lubrication, adjustment, and cleaning of control equipment, and "station door
20 adjustments." None of those items would be subject to prevailing wages because they are not
21 new construction, reconstruction or repair. On the other hand, something like "running surface
22 repair-excluding local patch work" could require extensive and expensive repairs.

23 A second reason is that, maintenance contracts, by their nature, have a degree of
24 uncertainty when it comes to repairs. For example, during the term of the maintenance
25

1 contract it could turn out that nothing needed to be repaired or reconstructed. In that case,
2 there wouldn't be an issue because no work that was subject to prevailing wage was undertaken.

3 In interpreting the statute, the Labor Commissioner's Office takes the position that there
4 is a third way. Some work that is performed under a maintenance contract is subject to
5 prevailing wage and some is not. It depends on the circumstances. It would not be unusual for
6 a problem requiring repairs to be discovered in the course of normal maintenance. In those
7 cases, it is the long-established practice of the Labor Commissioner to analyze the repair that is
8 being made. In many cases where a maintenance agreement or contract is involved, the repairs
9 tend to be minor in that the total cost of making the repair is less than \$100,000. (See NRS
10 338.080)

11 It is clear from the statutes that the Legislature intended to give public bodies some
12 flexibility and relief from the paying prevailing wages on routine maintenance. At the same
13 time, the Legislature clearly intended that repairs costing more than \$100,000 would be subject
14 to the payment of prevailing wages.

15 **Should the complaint filed under DOA Contract 552 be dismissed**
16 **because Bombardier Transportation (Holdings) USA, Inc. is a**
17 **railroad company within the meaning of NRS 338.080, and therefore**
18 **exempt from NRS Chapter 338's prevailing wage requirements?**

19 Bombardier and the County also argue that the work is exempt under the railroad
20 company exemption found at NRS 338.080(1). This exemption permits railroad companies to
21 perform work on publicly owned property using their own crews and building to their own
22 standards without triggering the prevailing wage requirements. This is related to activities such
23 as upgrading rail crossings.

24 By way of disclosure, the Labor Commissioner has ridden the ATS serving Terminals C
25 and D on numerous occasions. Furthermore, he spent five years as the Assistant Staff Counsel
at the Nevada Public Service Commission with the primary responsibility for regulating

1 railroads pursuant to NRS Chapter 705. In addition, he spent a year and half on the legal staff
2 of Washington Corporations, the predecessor to the URS (aka Washington Group International)
3 referred to in the Union's Reply Brief and owner of Montana Rail Link. The Labor
4 Commissioner is well aware of what a railroad is and the ATS is not one. The exemption for
5 railroad companies is not applicable in this case.

6 While the ATS does share some of the characteristics of a "monorail," the definition of a
7 monorail in NRS 705.650(2) specifically states that the definition "[D]oes not include a system
8 to transport passengers between two end points with no intermediate stops." Thus, the
9 monorail exemption in NRS 705.690(1) would not apply to the ATS, which have no
10 intermediate stops.

11 **Can the Labor Commissioner consider the Union's contention that the employees**
12 **are entitled to be compensated at the elevator constructor rate, or is he barred**
13 **from doing so in the context of this contested case because it would require a**
14 **substantial modification of the application of that wage classification?**

15 Prevailing wages are paid based on the type of work that is being performed on the
16 project. If the work is properly construed as falling into the elevator constructor classification,
17 then that is the rate that should be paid. On the other hand, if the work being performed
18 properly falls into another classification, then that is the rate to be paid.

19 This can be illustrated hypothetically. During the course of a routine inspection, it is
20 discovered that a concrete pillar supporting the guideway is defective and needs be replaced.
21 The construction of the pillar may require the use of carpenters to build the forms, iron workers
22 to tie the rebar, cement masons to handle to concrete work, and laborers to provide assistance
23 where necessary. In that case, the prevailing wage rates to be paid would be based on those
24 classifications since those are the classifications that routinely used perform those tasks.
25

1 CONCLUSION

2 The Airport and Bombardier have entered into a contract for maintaining the ATS at the
3 McCarran Airport in Las Vegas, Nevada. Some provisions in the contract include the repair of
4 "public works" such as the guideway, while other provisions include repair of items that are not
5 "public works" such as the vehicles. In some cases, the cost of the repair to the "public works"
6 may be anticipated to exceed \$100,000. As that work is performed, the rates that need to be
7 paid would be those that are associated with the specific type of work that is being undertaken.

8 THEREFORE, it is Ordered that the Clark County Department of Aviation reopen their
9 investigation and assess the work performed under DOA Contract CBE-552 in a manner
10 consistent with the findings set forth in this Order and upon concluding that investigation, the
11 Clark County Department of Aviation shall issue a revised Determination.

12 DATED THIS 7th DAY OF JUNE 2011.

13
14 
15 MICHAEL TANCHEK
16 Labor Commissioner
17
18
19
20
21
22
23
24
25

1
2 CERTIFICATE OF MAILING

3 I HEREBY CERTIFY that on this date, I deposited into the U.S. Mail, postage prepaid
4 thereon, a copy of the foregoing ORDER to the persons listed below at their last known
5 addresses:

6 Eldon Lee Thomson, Esquire
7 Clark County District Attorney's Office
8 500 S. Grand central Pkwy., Ste. 5075
9 Las Vegas, NV 89106

10 Bob Kingston, Assistant Director, Facilities
11 Department of Aviation
12 P.O. Box 11005
13 Las Vegas, NV 89111-1005

14 Andrew J. Kahn, Esquire
15 McCracken, Stemerman & Holsberry
16 1630 S. Commerce, Suite A-1
17 Las Vegas, NV 89102

18 William H. Stanley
19 IUEC Organizing Director
20 5340 Campbell Road
21 Las Vegas, NV 89149

22 Gary C. Moss, Esquire
23 Jackson Lewis LLP
24 3960 Howard Hughes Parkway, Suite 450
25 Las Vegas, NV 89169

Bombardier Transportation (Holdings) USA, Inc.
1501 Lebanon Church Road
Pittsburgh, PA 15236

DATED this 7 day of June, 2011


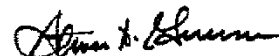
27 
28 An Employee of the Nevada State Labor Commissioner
29
30
31
32
33
34
35

EXHIBIT 8

00273

ER0273


CLERK OF THE COURT

1 **STIP**
2 Gary C. Moss, Bar Number 4340
3 moss@g@jacksonlewis.com
4 Paul T. Trimmer, Bar Number 9291
5 trimmerp@jacksonlewis.com
6 **JACKSON LEWIS LLP**
7 3960 Howard Hughes Parkway, Suite 450
8 Las Vegas, Nevada 89169
9 Telephone: (702) 921-2460
10 Facsimile: (702) 921-2461
11 Attorneys for *Bombardier Transportation (Holdings)*
12 *USA, Inc.*

13 **EIGHTH JUDICIAL DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 **BOMBARDIER TRANSPORTATION**
16 **(HOLDINGS) USA, INC.,**

17 Petitioner,

18 v.

19 **NEVADA LABOR COMMISSIONER, a**
20 **Nevada Administrative Agency; THE**
21 **INTERNATIONAL UNION OF**
22 **ELEVATOR CONSTRUCTORS, an**
23 **unincorporated association; CLARK**
24 **COUNTY, a political subdivision of the**
25 **State of Nevada,**

26 Respondent.

27 * * *

28 **INTERNATIONAL UNION OF**
29 **ELEVATOR CONSTRUCTORS,**

30 Petitioner-Plaintiff,

31 v.

32 **LABOR COMMISSIONER, STATE OF**
33 **NEVADA; BOMBARDIER**
34 **TRANSPORTATION (HOLDINGS) USA,**
35 **INC.; COUNTY OF CLARK,**
36 **DEPARTMENT OF AVIATION,**

37 Defendants.

Case No.: A-11-644596-J
Dept. No.: XXXII

**STIPULATION TO DISMISS WITHOUT
PREJUDICE AND ~~PROPOSED~~ ORDER**

Case No.: A-11-644400-J
Dept. No.: XXXII

38 Bombardier Transportation (Holdings) USA, Inc. ("Bombardier"), the International Union
of Elevator Constructors ("TUEC"), Clark County, Nevada ("Clark County") and the Nevada

1 Labor Commissioner ("Labor Commissioner") (collectively the "Parties") are parties in two
2 different actions filed in the Eighth Judicial District Court. Both actions are pending before
3 Department XXXII, and both are captioned as Petitions for Judicial Review or, in the Alternative,
4 Requests for Writs of Mandamus. The action filed by Bombardier is Case No. A-11-644596-J.
5 The action filed by the IUEC is Case No. A-11-644400-J (collectively the "Actions").
6

7 In accordance with the provisions below, the Parties hereby stipulate to dismiss the
8 Actions without prejudice.

9 1. On June 7, 2011, the Labor Commissioner issued an Interim Order for the purpose
10 of resolving a number of disputed issues in a pending administrative action entitled: "In the
11 Matter of: International Union of Elevator Constructors, Claimant, vs. Bombardier Transportation
12 (Holdings) USA, Inc., Respondent, Re: Clark County Department of Aviation Automated Transit
13 System Equipment DOA Contract CBE-552."
14

15 2. The IUEC filed a Petition for Reconsideration of the Interim Order with the Labor
16 Commissioner on June 20, 2011.

17 3. Bombardier filed a Request for Clarification of the Interim Order on June 20,
18 2011.

19 4. Both documents sought clarification of a number of issues including, among other
20 things, whether the Interim Order constituted a final decision for purposes of judicial review
21 under the Nevada Administrative Procedure Act, NRS Chapter 233B, whether the Interim Order
22 prohibited the parties from continuing to maintain certain positions during the administrative
23 action, and whether the Interim Order could otherwise be considered final and subject to appeal
24 under Nevada law.
25

26 5. The Labor Commissioner did not rule and, to this date, has not ruled, on either the
27 IUEC's Petition for Reconsideration or Bombardier's Request for Clarification.
28

1 6. As a result, both Bombardier and the IUEC sought review of the Interim Order.
2 The IUEC filed Case No. A-11-644400-J on July 5, 2011. Bombardier filed Case No. A-11-
3 644596-J, on July 7, 2011.

4 7. Both Actions were filed, in part, out of concern that the Interim Order constituted a
5 final decision pursuant to NRS 233B.130, and therefore, an aggrieved party was obligated to seek
6 judicial review within 30 days of the Interim Order or be barred from doing so in the future.

7 8. The Labor Commissioner, through his counsel, the Nevada Attorney General,
8 represents that the Interim Order is not a final decision for purposes of NRS 233B.130 and further
9 represents that the Labor Commissioner will not argue that the Interim Order is otherwise final
10 under Nevada law.

11 9. For those reasons, the Parties represent and agree that they will not contend in the
12 future the Interim Order is a final decision for purposes of NRS 233B.130 or otherwise final
13 under Nevada law, nor will a Party contend that any other Party is barred from appealing or
14 seeking review of any of the apparent determinations set forth in the Interim Order because that
15 Party or one or more of the other Parties failed to pursue judicial review of the Interim Order at
16 this time.

17 10. The Parties further agree that in the event further administrative proceedings
18 regarding the underlying administrative action are required, including, but not limited to, an
19 administrative hearing, neither Bombardier, Clark County, nor the IUEC will be barred from
20 asserting the arguments or presenting evidence in support of the arguments and contentions
21 addressed in the Interim Order.

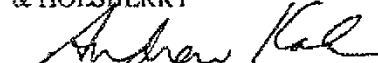
22 11. Accordingly, the Parties stipulate to dismiss the Actions without prejudice,
23 returning this matter to the Labor Commissioner for final resolution.
24
25
26
27
28

1 Dated this 29th day of July, 2011.

2 JACKSON LEWIS LLP

McCRACKEN, STEMERMAN
& HOLSBERRY

3 



4 Gary C. Moss
5 Paul T. Trimmer
6 3960 Howard Hughes Parkway
7 Suite 450
8 Las Vegas, Nevada 89169
9 Attorneys for Bombardier

Andrew J. Kahn
1630 South Commerce Street
Suite A-1
Las Vegas, Nevada 89102
Attorneys for IUEC

10 NEVADA LABOR COMMISSIONER

CLARK COUNTY, NEVADA

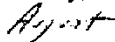
11 Catherine Cortez Masto
12 Michael D. Wymcr
13 Office of the Attorney General
14 555 East Washington Avenue
15 Suite 3900
16 Las Vegas, Nevada 89101
17 Attorneys for Nevada Labor Commissioner


David Roger
E. Lee Thomson
Office of the District Attorney
500 S. Grand Central Parkway
P. O. Box 552215
Las Vegas, Nevada 89155-2215
Attorneys for Clark County, Nevada

18 **ORDER**

19 **IT IS HEREBY ORDERED** that the Parties' Stipulation to Dismiss Without Prejudice
20 in the above-captioned matters is **GRANTED**.

21 Dated this 5th day of July, 2011.

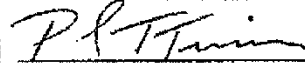



District Court Judge, Department XXXII

22 Respectfully submitted by:

FOR BARE
ROB BARE DISTRICT COURT, DEPARTMENT 32
JUDGE, DISTRICT COURT, DEPARTMENT 32

23 JACKSON LEWIS LLP

24 

25 Gary C. Moss
26 Paul T. Trimmer
27 3960 Howard Hughes Parkway
28 Suite 450
Las Vegas, Nevada 89169
Attorneys for
Bombardier Transportation (Holdings) USA, Inc.

JACKSON LEWIS LLP
LAS VEGAS

1 Dated this ____ day of July, 2011.

2 JACKSON LEWIS LLP

McCRACKEN, STEMERMAN
& HOLSBERRY

3
4
5 Gary C. Moss
6 Paul T. Trimmer
7 3960 Howard Hughes Parkway
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9 Las Vegas, Nevada 89169
10 *Attorneys for Bombardier*

Andrew J. Kahn
1630 South Commerce Street
Suite A-1
Las Vegas, Nevada 89102
Attorneys for IUEC

8 NEVADA LABOR COMMISSIONER

CLARK COUNTY, NEVADA

9 *Michael D. Wymer 8/1/11*
10 Catherine Cortez Masto
11 Michael D. Wymer
12 Office of the Attorney General
13 555 East Washington Avenue
14 Suite 3900
15 Las Vegas, Nevada 89101
16 *Attorneys for Nevada Labor Commissioner*

David Roger
E. Lee Thomson
Office of the District Attorney
500 S. Grand Central Parkway
P. O. Box 552215
Las Vegas, Nevada 89155-2215
Attorneys for Clark County, Nevada

15 **ORDER**

16 **IT IS HEREBY ORDERED** that the Parties' Stipulation to Dismiss Without Prejudice
17 in the above-captioned matters is **GRANTED**.

18 Dated this ____ day of July, 2011.

20 District Court Judge, Department XXXII

21 Respectfully submitted by:

22 JACKSON LEWIS LLP

23
24
25 Gary C. Moss
26 Paul T. Trimmer
27 3960 Howard Hughes Parkway
28 Suite 450
Las Vegas, Nevada 89169
Attorneys for
Bombardier Transportation (Holdings) USA, Inc.

JACKSON LEWIS LLP
LAS VEGAS

-4-

00278

ER0278

1 Dated this ____ day of July, 2011.

2 JACKSON LEWIS LLP

McCRACKEN, STEMERMAN
& HOLSBERRY

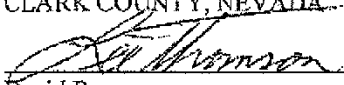
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5 Gary C. Moss
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10 *Attorneys for Bombardier*

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Attorneys for IUEC

11 NEVADA LABOR COMMISSIONER

CLARK COUNTY, NEVADA

12 Catherine Cortez Masto
13 Michael D. Wymer
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15 555 East Washington Avenue
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17 Las Vegas, Nevada 89101
18 *Attorneys for Nevada Labor Commissioner*


David Roger
E. Lee Thomson
Office of the District Attorney
500 S. Grand Central Parkway
P. O. Box 552215
Las Vegas, Nevada 89155-2215
Attorneys for Clark County, Nevada

19 **ORDER**

20 **IT IS HEREBY ORDERED** that the Parties' Stipulation to Dismiss Without Prejudice
21 in the above-captioned matters is **GRANTED**.

22 Dated this ____ day of July, 2011.

23 District Court Judge, Department XXXII

24 Respectfully submitted by:

25 JACKSON LEWIS LLP

26 Gary C. Moss
27 Paul T. Trimmer
28 3960 Howard Hughes Parkway
Suite 450
Las Vegas, Nevada 89169
*Attorneys for
Bombardier Transportation (Holdings) USA, Inc.*

JACKSON LEWIS LLP
LAS VEGAS

-4-

00279

ER0279

EXHIBIT 9

00280

ER0280



July 25, 2011

Department of Aviation

RANDALL H. WALKER
DIRECTOR

ROSEMARY A. VASSILIADIS
DEPUTY DIRECTOR

POSTAL BOX 11005
LAS VEGAS, NEVADA 89111-4005
(702) 261-5211
FAX (702) 597-9333
E-MAIL: web@wvsa-22.mccarran.com

Michael Tanchek
Nevada Labor Commissioner
Office of the Labor Commissioner
Department of Business and Industry
State of Nevada
675 Fairview Drive, Suite 226
Carson City, NV 89701

Project: ATS Maintenance Contract, Contract #CBE-552
Subject: Bombardier Transportation Holdings USA, Inc. - Alleged Non- Payment of
Prevailing Wages Determination Revision Number 2

Pursuant to Nevada Revised Statute (NRS) 338.070(1) any public body and its officers or agents awarding a contract shall: (a) Investigate possible violations of the provisions of NRS 338.010 to 338.090, inclusive, committed in the course of the execution of the contract, and determine whether a violation has been committed and inform the labor commissioner of any such violations; (b) When making payments to the contractor of money becoming due under the contract, withhold and retain all sums forfeited pursuant to the provisions of NRS 338.010 to 338.090, inclusive.

This second revised determination is filed in response to your Interim Order issued on June 7, 2011. This determination is a culmination of an extensive review of previously filed determinations as well as an exhaustive examination of all work done under this contract to the fixed assets defined in the Interim Order.

The previous determinations were focused mainly on the maintenance of the Trams or the "Non-Fixed" aspect of the contract. This was also the main focus of the International Union of Elevator Constructors (IUEC) complaint regarding this contract. The previous investigation and subsequent interviews with Bombardier employees also focused on the vehicle maintenance with very little emphasis on the fixed assets.

This current investigation focused on the "fixed" assets as identified in the Interim Order. Bombardier employees did perform routine maintenance such as cleaning, lubrication, repairs, replacements and minor adjustments on the station or wayside doors (see attached spreadsheet), they also made minor adjustments to the power rail for the tracks



Clark County Board of Commissioners

Rory Reid, Chair • Chip Maxfield, Vice Chair

Susan Dreger • Tom Collins • Chris Giunchigliani • Lawrence Weekly • Bruce Woodbury

00281

ER0281

Page 2 of 3

July 25, 2011

that guided the vehicles. Additionally, Bombardier employees swapped computer boards and performed some programming on the automatic train control systems. All other maintenance to the power distribution systems, guideways and rails were performed by other contractors using purchase orders independent of contract CBE-552 which were paid directly to those contractors by the Department of Aviation. To date, these purchase orders collectively have not exceeded the \$100,000.00 limitation as stipulated in NRS 338.080. Additionally, as each purchase order was issued independent of the contract and the other purchase orders, they might be considered as separate contracts (see attached spreadsheet). In any event, the work was not performed by Bombardier's employees.

Additionally, under the Department of Aviation Contract Number 2305, the wayside station doors were upgraded by Stanley Access Technologies. Because of the upgrades to both the Trams themselves and the wayside doors there was a one year warranty on both the trams and the wayside doors that was in effect during the duration of the CBE-552 Maintenance Contract. Any work performed under the warranty period is considered post construction and is not cover under NRS 338. This information is included in the attached spreadsheet.

Based on the reassessment of the work performed under DOA Contract CBE-552, as stipulated in the Interim Order from the Office of the Labor Commissioner dated June 7, 2011, it is the determination of the CCDOA that this complaint be dismissed.

Pursuant to Nevada Administrative Code (NAC) 338.110, a person who has been served a copy of a determination pursuant to subsection 1 and who is aggrieved by the determination may file a written objection with the labor commissioner within 15 days after the date of service of this determination. Such an objection must be accompanied by a short statement of the grounds for the objection and evidence substantiating the objection. Your objection letter and attachments must be received by the Labor Commissioner within 15 days of receipt of this letter. Mail your objection package directly to:

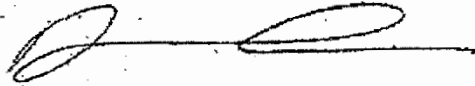
Labor Commissioner
Office of the Labor Commissioner
675 Fairview Drive, Suite 226
Carson City, NV 89701

Page 3 of 3

July 25, 2011

If an objection to this determination is not received by the due date, the Labor Commissioner will issue an Order Affirming the Determination.

Sincerely,



Bob Kingston
Assistant Director, Facilities

cc:

Keith Sakelhide, Deputy Labor Commissioner
William H. Stanley, Director of Organizing, International Union of Elevator Constructors
E. Lee Thomson, Chief Deputy District Attorney, Clark County District Attorney's Office
Randall Walker, Director, Department of Aviation
Rosemary Vassiliadis, Deputy Director, Department of Aviation
Andrew J. Kahn, Esquire, McCracken, Stemmerman & Holsbery
Gary C. Moss, Esquire, Jackson Lewis LLP
Bombardier Transportation (Holdings) USA, Inc.

Attachment: Contract CBE-552 Maintenance and Repair of Fixed Assets

Nonpayment of Prevailing Wage Revision 2
Bombardier Transportation Holding USA, Inc.

00283

ER0283

Bombardier Transportation Holdings USA, Inc.											
Contract CBE-552 Maintenance of Automated Transit System Equipment											
Employee Classifications and Pay Rates											
Name		2008		2009		2010		2011			
Last Name	First Name	Classification	Hourly Rate	Classification	Hourly Rate	Classification	Hourly Rate	Classification	Hourly Rate	Classification	Hourly Rate
Ayers	Charles	A Tech	\$29.82	A Tech	\$29.82	A Tech	\$29.82	N/A	\$0.00		
Baras	Nicholas	C Tech	\$18.68	C Tech	\$18.68	C Tech	\$18.68	C Tech	\$18.68		
DePiero	Kenneth	Tech Admin	24.48	C Tech	24.48	C Tech	24.48	C Tech	24.48		
Estrada	Daniel	A Tech	\$27.71	A Tech	\$27.71	A Tech	\$27.71	A Tech	\$27.71		
Karpa	David	C Tech	\$25.42	C Tech	\$25.42	C Tech	\$25.42	N/A	\$0.00		
Keeran	Robert	B Tech	\$26.44	B Tech	\$26.44	B Tech	\$26.44	B Tech	\$26.44		
McClain	Vernon	C Tech	\$21.25	C Tech	\$21.25	C Tech	\$21.25	C Tech	\$21.25		
McCullough	Matthew	C Tech	\$23.80	C Tech	\$23.80	C Tech	\$23.80	C Tech	\$23.80		
McGhee	Mark	C Tech	\$23.26	C Tech	\$23.26	C Tech	\$23.26	C Tech	\$23.26		
Rasmussen	Craig	C Tech	\$18.46	C Tech	\$18.46	C Tech	\$18.46	C Tech	\$18.46		
Schneider	Anthony	B Tech	\$26.44	B Tech	\$26.44	B Tech	\$26.44	B Tech	\$26.44		
Thomas	Peter	C Tech	\$19.80	C Tech	\$19.80	C Tech	\$19.80	C Tech	\$19.80		
Urbina	Aaron	C Tech	\$18.68	C Tech	\$18.68	C Tech	\$18.68	C Tech	\$18.68		
Valentine	Ricky	C Tech	\$21.39	C Tech	\$21.39	C Tech	\$21.39	C Tech	\$21.39		
Johnson	Mike	N/A	N/A	N/A	N/A	C Tech	18.00	C Tech	19.19		
Krauch	Erik	N/A	N/A	N/A	N/A	C Tech	\$ 18.00	C Tech	19.19		
Corwin	Andrew	C Tech	\$ 18.00	C Tech	\$ 18.00	N/A	\$ -	N/A	\$ -		
Smith	Garrett	C Tech	\$ 18.00	C Tech	\$ 18.00	N/A	\$ -	N/A	\$ -		
Custodio	Ivan	C Tech	\$ 18.00	C Tech	\$ 18.00	N/A	\$ -	N/A	\$ -		
Dahlia	Eric	C Tech	\$ 18.00	C Tech	\$ 18.00	N/A	\$ -	N/A	\$ -		
Rodriguez	Dennis	C Tech	\$ 18.00	C Tech	\$ 18.00	N/A	\$ -	N/A	\$ -		
Rowell	Daina	C Tech	\$ 19.05	N/A	\$ -	N/A	\$ -	N/A	\$ -		

00284

ER0284

EXHIBIT 10

00285



Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis LLP
3960 Howard Hughes Parkway
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Las Vegas, Nevada 89169
Tel 702 921-2460
Fax 702 921-2461
www.jacksonlewis.com

ALBANY, NY	DETROIT, MI	MENNEAPOLIS, MN	PORTLAND, OR
ALBUQUERQUE, NM	GREENVILLE, SC	MORRISTOWN, NJ	PORTSMOUTH, NH
ATLANTA, GA	HARTFORD, CT	NEW ORLEANS, LA	PROVIDENCE, RI
BALTIMORE, MD	HOUSTON, TX	NEW YORK, NY	RALEIGH-DURHAM, NC
BIRMINGHAM, AL	INDIANAPOLIS, IN	NORFOLK, VA	RICHMOND, VA
BOSTON, MA	JACKSONVILLE, FL	OMAHA, NE	SACRAMENTO, CA
CHICAGO, IL	LAS VEGAS, NV	ORANGE COUNTY, CA	SAN DIEGO, CA
CINCINNATI, OH	LONG ISLAND, NY	ORLANDO, FL	SAN FRANCISCO, CA
CLEVELAND, OH	LOS ANGELES, CA	PHILADELPHIA, PA	SEATTLE, WA
DALLAS, TX	MEMPHIS, TN	PHOENIX, AZ	STAMFORD, CT
DENVER, CO	MIAMI, FL	PITTSBURGH, PA	WASHINGTON, DC REGION
			WHITE PLAINS, NY

August 17, 2011

Mr. Larry Dizon
Acting Labor Commissioner
Office of the Labor Commissioner
Department of Business and Industry
State of Nevada
555 E. Washington Avenue, Suite 4100
Fifth Floor
Las Vegas, Nevada 89101

**Re: Labor Commissioner Matters - International Union of Elevator Constructors
v. Bombardier Transportation (Holdings) USA, Inc.**

Dear Acting Commissioner Dizon:

We are in receipt of the Clark County Department of Aviation's ("DOA") July 25, 2011 Second Revised Determination regarding ATS Maintenance Contract, Contract No. CBE-552 (the "Determination"), which was conducted at the direction of the Labor Commissioner's June 7, 2011 Interim Order.¹ In accordance with the stipulation submitted to the Eighth Judicial District Court and NAC 338.110, we are writing to set forth Bombardier Transportation (Holdings) USA, Inc.'s ("Bombardier") position in this matter.

Consistent with the instructions in the Interim Order, the Determination includes a number of factual findings regarding the scope, value and volume of work performed by Bombardier employees on what the Interim Order described as "fixed" works. Based on those findings, the DOA has concluded that Bombardier's employees are not entitled to any allegedly unpaid prevailing wages and have recommended that the International Union of Elevator Constructors' ("IUEC") administrative complaint be dismissed.

Bombardier concurs with the DOA's conclusion that no prevailing wage payments are due and that the IUEC's complaint should be dismissed. It also concurs with the manner in

¹ Although the service list on the Determination identifies the undersigned as a recipient, Jackson Lewis LLP did not receive a copy until August 5, 2011.

00286

ER0286

Mr. Larry Dizon
August 17, 2011
Page 2

which the DOA has applied the Interim Order. However, for the reasons set forth in its January 3 and January 24, 2011 briefs, Bombardier maintains that the Determination, as well as the Labor Commissioner's continued countenance of the IUEC's complaint, is improper. None of the work performed by Bombardier employees pursuant to CBE-552 should be deemed covered public work within the meaning of NRS 338.010; and, such work is otherwise completely exempt from Chapter 338's prevailing wage requirements pursuant to NRS 338.011 and NRS 338.080. The Interim Order's findings that (1) some of the work performed under CBE-552 could constitute "public work" and (2) that neither NRS 338.011 nor NRS 338.080 applies to this matter, are erroneous and contrary to both fact and law. Bombardier therefore objects to the Determination on these grounds.

Given that the DOA has concluded that no prevailing wages are owed and that the administrative complaint should be dismissed, it is not clear that further administrative proceedings are necessary. *See* NAC 338.112(2). In the event the Labor Commissioner conducts a hearing or otherwise takes further facts or argument in this matter, however, consistent with the stipulation filed by the parties in the Eighth Judicial District Court, Bombardier reserves the right to submit additional evidence in support of its position that work performed pursuant to CBE-552 is not "public work" and is otherwise exempt.

Sincerely,


Gary C. Moss

GCM/rjc

00287

ER0287

EXHIBIT 11

00288

ER0288

LAS VEGAS NEVADA
McCarran
INTERNATIONAL AIRPORT

McCarran
INTERNATIONAL AIRPORT

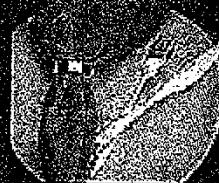
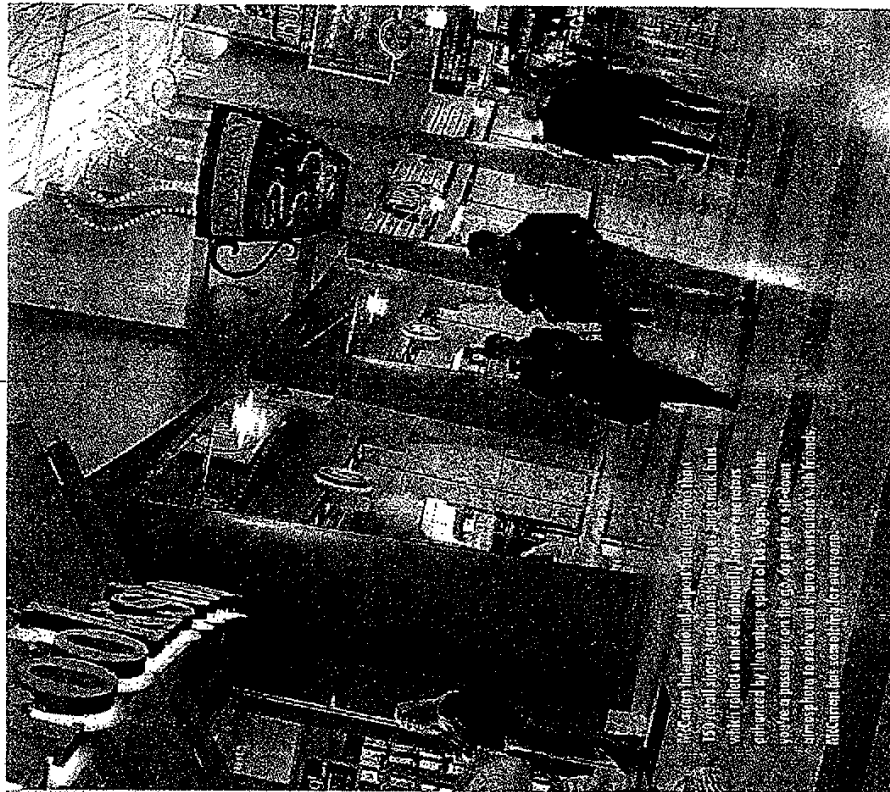


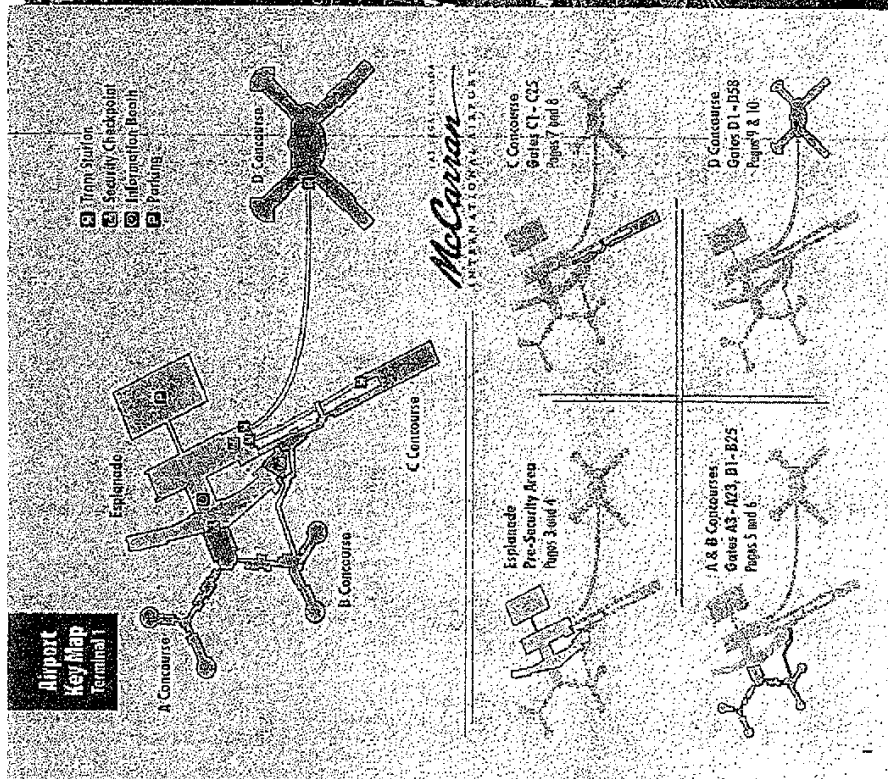
Exhibit No. 7
Witness Walker
Date 9/26/12 00289

Case # 711

ER0289

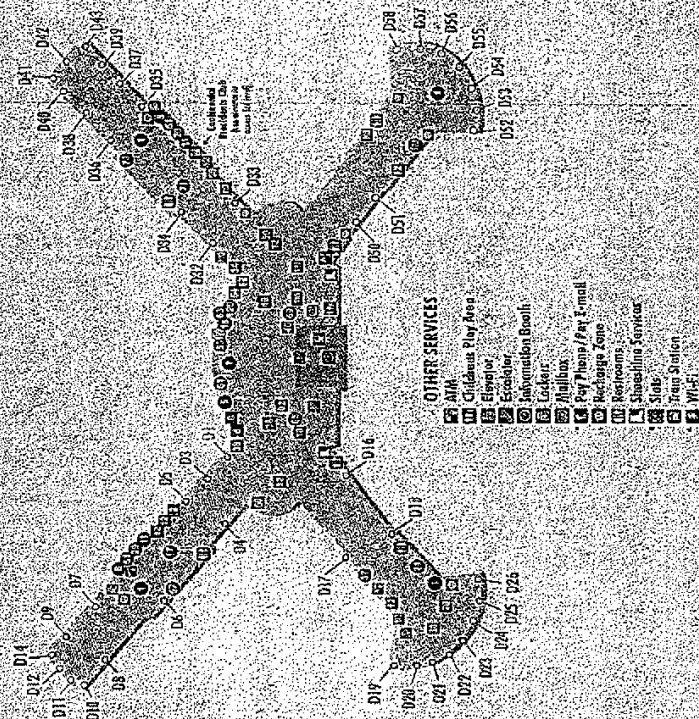


McCarran International Airport features a spiral staircase, baggage claim carousel, and a large, open terminal building. The terminal is a mix of modern and traditional architecture, with a large, open space and a high ceiling. The terminal is a mix of modern and traditional architecture, with a large, open space and a high ceiling.



00290

D Concourse



FOOD AND BEVERAGE

- 01 Andie's: Fresh baked pretzels, dips & fries
- 02 Bad's Fresh: Burgers, hot sandwiches & fries
- 03 Burger King: Burgers, hot sandwiches & fries
- 04 Bites in the Box: Gourmet sandwiches, salads & full-service bar
- 05 California Pizza Kitchen: California-style pizza, salads & sandwiches
- 06 Cared Ice Cream: Gourmet ice cream & frozen treats
- 07 Chef's Ace: Gourmet sandwiches, burgers & salads
- 08 Chubby's: Fresh baked, gourmet sandwiches & sides
- 09 House of Burgers: Fresh burgers, fries & sides
- 10 Jack's: Fresh burgers, fries & sides
- 11 Jack's: Fresh burgers, fries & sides
- 12 Jack's: Fresh burgers, fries & sides
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- 57 Jack's: Fresh burgers, fries & sides

SHOPPING

- 01 Bling: Jewelry, fashion jewelry & accessories
- 02 The Body Shop: Cosmetics, skin & hair products
- 03 Benetton: Casual wear & accessories
- 04 Brighton: Casual wear & accessories
- 05 Brookstone: Unique products for home, office & travel
- 06 Calabrese & DeFina: Gifts, toys & kids' clothing
- 07 Elio's: Casual wear & accessories
- 08 Elio's: Casual wear & accessories
- 09 Elio's: Casual wear & accessories
- 10 Elio's: Casual wear & accessories
- 11 Elio's: Casual wear & accessories
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- 57 Elio's: Casual wear & accessories



LAS VEGAS, NEVADA
McCarran
INTERNATIONAL AIRPORT



00295

ER0295



EXHIBIT 12

00296

ER0296



Department of Aviation

RANDALL H. WALKER
DIRECTOR

ROSEMARY A. VASSILIADIS
DEPUTY DIRECTOR

POSTAL BOX 11008
LAS VEGAS, NEVADA 89111-1008

(702) 261-5211

FAX (702) 597-8553

E-MAIL: webmaster2@mccarran.com

October 16, 2009

Via facsimile: 702-486-1190

Ms. Margi Grein
Executive Officer
Nevada State Contractor's Board
2310 Corporate Circle, Suite 200
Henderson, NV 89074

Re: Application for License – Bombardier Transportation (Holdings) USA, Inc.

Dear Ms. Grein:

I understand that the Nevada State Contractor's Board will consider Bombardier Transportation (Holdings) USA, Inc.'s (Bombardier) application for license at its October 22, 2009 meeting. The Department of Aviation supports Bombardier's application and urges the Board to promptly issue the A22 license to Bombardier.

Please understand that Bombardier was the original equipment manufacturer for the automated transit systems (ATS) at McCarran Airport and currently maintains those systems. Bombardier has recently modernized the current C and D gate systems and is the selected vendor for the supply and installation of a new automated people mover system (APM) for Terminal 3. The ongoing maintenance of our existing systems and the timely installation of the new system for Terminal 3 are vital and integral to the airport's operation and success. Delay in granting a license will only serve to disrupt the smooth operation of the ATS and the work necessary to complete the C & D modernization and the Terminal 3 project. Such disruption is not in the best interests of the Department of Aviation, the community, and the traveling public.

We respectfully request the Board to expedite the approval of Bombardier's application.

Sincerely,

RANDALL H. WALKER
Director of Aviation



Clark County Board of Commissioners

Rory Reid, Chair • Susan Brager, Vice Chair

Larry Brown • Tom Collins • Chris Clunichigiant • Steve Sisolak • Lawrence Weekly

00297

ER0297

EXHIBIT 13

00298

ER0298

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Approval of Maintenance Agreement	Back-up:
Petitioner:	Randall H. Walker, Director of Aviation	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve and authorize the Director of Aviation to sign the Maintenance Agreement (CBE-552) between Clark County and Bombardier Transportation (Holdings) USA Inc. (Edward A. Gordon, Vice President APM Marketing and Keith Orton, Vice President, Finance).		

FISCAL IMPACT:

Funds in the amount of \$3,139,037.00 for contract year one, \$3,225,250.00 for year two, \$3,897,658.00 for year three, \$4,700,600.00 for year four, and \$5,027,063.00 for year five are available in the Airport Budget Fund (5201.701).

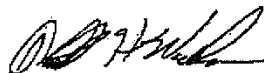
BACKGROUND:

Bombardier Transportation (Holdings) USA Inc. has maintained the Automated Transit System (ATS) since October 16, 2001. The ATS provides public transportation between McCarran International Airport's main terminal building and the C and D gates. Bombardier Transportation (Holdings) USA Inc. and Clark County Department of Aviation have reached a mutual agreement on the terms and conditions of the attached contract for continued ATS service and maintenance. During this contract, the ATS for Terminal 3 will become operational. The exact date when operations will commence has yet to be determined, however, the necessary funding has been included in the above amounts for contract year three, year four, and year five. The term of this contract is for the five (5) year period beginning July 1, 2008 through June 30, 2013.

In accordance with NRS 332.115.1 (c), the competitive bidding process is not recommended because the maintenance of the equipment can be performed more efficiently by a certain company and in accordance with NRS 332.115.1 (a), Bombardier Transportation (Holdings) USA Inc. is the only firm that can supply maintenance services for their product.

The agreement has been reviewed and approved as to form by the District Attorney's office.

Respectfully submitted,



RANDALL H. WALKER
Director of Aviation

Exhibit No. 3
Witness Walker
Date 9/26/12

KWD CCR# 711

Cleared for Agenda
6/3/2008

Agenda Item #

36
00299

ER0299

EXHIBIT 14

00300

ER0300

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Award of Bid	Back-up:
Petitioner:	Randall H. Walker, Director of Aviation	Clerk Ref. #
Recommendation:		
<p>That the Board of County Commissioners approve the award of Bid No. 10-601989, Annual Requirements Contract for Shuttle Services to the lowest responsive and responsible bidder. Staff recommends award to Jacob Transportation Services, LLC dba Executive Las Vegas (James J. Jimmerson, Managing Member/Owner); or take other action as appropriate.</p>		

FISCAL IMPACT:

Fund #: 5201.701	Fund Name: McCarran Unrestricted Ops
Fund #: 5201.703	Fund Name: Henderson Unrestricted Ops
Fund Center: 2200600020	Fund Program/Grant: N/A
Fund Center: 2200900020	
Description: Annual Requirements Contract for Shuttle Services	
Amount: \$1,019,950.00	
Added Comments: N/A	

BACKGROUND:

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>CORRECTION</u>	<u>CORRECTED AMOUNT</u>
Jacob Transportation Services, LLC (NBE) dba Executive Las Vegas	\$1,019,950.00		
Celebrity Coaches of America, Inc. (WBE) dba Celebrity Coaches	\$1,034,782.00 (1)		
CLS Nevada, LLC (NBE) dba CLS Transportation, Las Vegas	\$1,042,650.00		
Lucky Cab Company of Nevada (NBE) dba Lucky Limousine and Lucky Trans	\$1,131,800.00 (2)		
On Demand Sedan Services, Inc. (NBE) dba ODS Chauffeured Transportation, ODS Limousines	\$1,192,600.00	(-\$23,852.00)	\$1,168,748.00
Bell Trans (NBE)	\$1,174,320.00		
Ryan's Express Transportation Services, Inc. (NBE) dba Ryan's Express	\$1,204,472.00		
CUSA K-TCS, LLC (NBE) dba Coach America, Grayline	\$1,242,840.00	(+ \$3,000.00)	\$1,220,923.20 (1) (3)
Alan Waxler Group Charter Services, LLC (NBE) dba AWG Charter Services	\$1,241,000.00	(+ \$3,000.00)	\$1,244,000.00 (3)
First Transit, Inc. (LBE)	\$1,359,723.84	(+ \$106.16)	\$1,359,830.00 (3)

Cleared for Agenda

Agenda Item #

00301

ER0301

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>CORRECTION</u>	<u>CORRECTED AMOUNT</u>
MV Transportation, Inc. (LBE)	\$1,440,641.00	(-\$19.00)	\$1,440,622.00 (3)
Airline Limousine Corporation (WBE)	\$1,478,560.00		
Y-Travel, LLC (NBE)	\$1,837,250.00 (4)		
dba Grand Canyon West Express			

- (1) 2% Net 30 discount applied.
- (2) Bid not signed, rejected.
- (3) Bid amount corrected.
- (4) Bidder did not bid all items, rejected.

This request is for shuttle service provided by Henderson Executive Airport and round trip shuttle services provided for passengers parked at McCarran International Airport remote parking facilities. This bid was advertised and sent to 37 suppliers. Thirteen bids were received.

The pertinent provisions of this annual requirements contract are as follows:

- Term of the contract is from December 8, 2010 through June 30, 2011 with the option to renew for four (4) one year periods.
- Contract is based on estimates and allows the option to increase current contract amount and contract renewals by 20% subject to approved budget appropriations.
- Jacobs Transportation Services, LLC dba Executive Las Vegas currently holds a Clark County Business License.

Respectfully submitted,

RANDALL H. WALKER
Director of Aviation

Page Number
2

00302

ER0302

SPECIAL CONDITIONS

BID NO. 10-601989

SHUTTLE SERVICE

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder on a grand total basis. Bidder must bid on all items to be considered responsive.

2. FAILURE TO PROVIDE SERVICE

In the event that the successful low Bidder fails to provide Bus Service in accordance with the terms and conditions of this Contract, Owner shall have the option to temporarily procure the Bus Service from another provider or terminate the contract within 30 days of notification.

3. ON-CALL BUS SERVICE

Awarded Supplier shall not provide a bus that exceeds 30 feet in length without OWNER's prior approval. Authorized use of a substituted bus will be invoiced at no extra charge.

4. HOURLY RATE

Hourly rate bid shall include the following but not limited to:

- a. Driver
- b. Fuel
- c. Lubricants
- d. Miscellaneous consumables
- e. Tow service
- f. Miscellaneous repairs
- g. Vandalism
- h. Insurance
- i. Clean vehicle
- j. Miscellaneous maintenance

5. NEVADA LAW

Awarded Bus Service providers shall be lawfully able to conduct business in the State of Nevada, County of Clark, in accordance with all State Statutes, Ordinances and Regulations.

6. DAMAGE TO OWNER'S PROPERTY

Bus Service provider shall be liable for any and all damages done to Owner's property caused by their Driver. Owner shall bill the Bus Service provider, if Bus Service provider fails to pay for damages Owner will deduct the amount owed from invoice due.

7. RETENTION OF RECORDS AND AUDIT

Awarded Bus Service providers shall retain logs, accounts, reports, files and any other records relating to this Bus Service contract for a period of three (3) years after completion of contract. These records are subject to audit and inspection by representatives of the Clark County and Department of Transportation.

8. ADVERTISEMENT

Buses shall not contain any type of advertisement inside or outside without prior authorization from the Owner's Representative.

9. DRIVER CONDUCT

- a. Clean and neatly dressed in uniform.
- b. Courteous nature and professional at all times (No vulgar language shall be spoken at any time).
- c. Driver must remain calm and in control in all situations.
- d. No solicitation of any type of gratuity from their passengers.
- e. Assist passengers with baggage, children or elderly at all times when boarding or disembarking.
- f. Observant of passenger intention for pick up and drop off at specified locations (do not leave if passenger is hurrying to board).

- g. Interior of vehicle must be kept clean at all times.
- h. Driver must complete the OWNER's shuttle sign-in sheet upon start and end of shift.
- i. Possess a valid State of Nevada Class 2 driver's license, no more than one (1) moving violation on a driving record within a two-year period.
- j. Driver's must be aware and monitor headway times. No congregating or lingering in any area is allowed.
- k. Regarding security, the Owner requests that Driver's monitor and report any suspicious activity or see other issues as it may impact Airport security.

In regards to items "a" through "j" Owner has the right to request another driver because of misconduct or driver's license history, and/or request another bus/vehicle due to uncleanness. Owner's Representative will call and send an email describing the nature of the event for immediate response and resolution. Replacement of driver and/or bus/vehicle shall be done within one hour of notification.

10. BUS ROUTE

The bus route shall be directed by the Owner's representative and provided with a map if necessary. A sign provided by the Owner shall be affixed to the bus in a location to show that the bus is in operation for the Owner.

11. REPORTING

All Bus Drivers must report at the designated location and sign the Airport Log when starting and finishing their Bus Service. At no time may any Bus Driver leave the route without the consent of the Owner's Representative.

12. CLIMATE CONTROL

All buses must have a fully functional heating and air conditioning system.

13. ROUTE INTERRUPTIONS

All Bus Drivers shall provide continuous service without interruption of lunch, breaks or restroom stops. Drivers shall inform Owner Representative of their personal need for instructions. Owner is not obligated to pay for breaks or lunch, Bus Service provider may be asked to provide a replacement driver for lunch and breaks at their expense.

14. COMMUNICATION

All buses provided shall have radio communications between other Bus Drivers and their dispatch. Owner will provide one hand held radio for Lead Bus Driver to communicate with Owner Representative. Lead Bus Driver will take instructions from Owner Representative and pass on instructions to their Bus other Bus Drivers. Lead Bus Driver will provide Owner other contact information, i.e. call sign number, cell phone number, as well as any other pertinent information regarding the shuttle operation.

15. AUTOMATED VEHICLE IDENTIFICATION (AVI) FEES

All buses supplied to the airport for service shall be equipped with AVI Transponders. Bus supplier will be credited with AVI charges back to their account at the beginning of every month for previous month bus service under this contract use.

16. BUS REQUIREMENTS

- a. Wheelchair Accessible Bus – Successful Bidder shall provide one wheelchair accessible bus at all times while in service at the airport. The minimum capacity for a wheelchair accessible bus shall be 15 passengers plus one wheelchair station.
- b. Luggage Storage Space – All buses shall have adequate luggage storage space. Roof top luggage space is not acceptable.

17. LOST & FOUND

Any item left behind on shuttle will be taken to awarded service provider's Lost & Found location at the end of Driver shift. Lost/left items or bags switched accidentally by the Driver shall be the responsibility of the awarded service provider to correct at its expense. OWNER's Representative shall be informed of date and time of discovery along with the item description any name that may be attached for record. Should the passenger inquire of the missing item, the call will be forwarded to the awarded service provider.

18. SERVICE AND LOCATION

- a. McCarran International Airport (MIA):
Services to be provided are in and around the airport parking facility. The main use of vehicle service will be a 20-30 passenger bus.

b. Henderson Executive Airport (HEA):

Transportation services provided shall pick-up passengers at the airport lobby and transport them to their destination which is mainly to the hotel of their choice. This service is one way only, no round trips. Type of vehicle shall be determined at the time of request.

19. FUEL SURCHARGE

Awarded Supplier(s) shall provide a current website copy of the "U.S. Retail Gasoline or Diesel Prices" for the "West Coast" located at www.eia.doe.gov. Fuel surcharge can be applied according to "Nevada Transportation Authority" Chapter 706 of the Nevada Administrative Code (NAC).

The Fuel Surcharge is a standardized price for all service providers and should not be included in the bid price.

EXHIBIT 15

00306

ER0306

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue:	Approval of Contract	Back-up:
Petitioner:	Randall H. Walker, Director of Aviation	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve and authorize the Director of Aviation to sign the contract (CBE-662) between Clark County and KONE Inc. (Jeffrey S. Blum, Senior Vice President West) to provide maintenance services for elevators, escalators, and moving walkways at various airport locations in accordance with Nevada Revised Statute 496.090; or take other action as appropriate. (For possible action)		

FISCAL IMPACT:

Fund #: 5201.701	Fund Name: Airport - McCarran Unrestricted Operations
Fund Center: 2200200020	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (MIA)	
Amount: \$4,536,540.00	Added Comments: None
Fund #: 5255.875	Fund Name: Car Rental Facility
Fund Center: 2200400080	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (CCRF)	
Amount: \$656,640.00	Added Comments: None
Fund #: 5201.703	Fund Name: Airport - Henderson Unrestricted Operations
Fund Center: 2200900020	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (HEA)	
Amount: \$9,900.00	Added Comments: None
Fund #: 5201.702	Fund Name: Airport - NLV Unrestricted Operations
Fund Center: 2200900030	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (VGT)	
Amount: \$4,800.00	Added Comments: None

BACKGROUND:

On October 4, 2011, the Board of County Commissioners (BOCC) authorized negotiations and the advertisement of intent to enter into a contract with KONE Inc. to provide maintenance of elevators, escalators, and moving walkways at various Department of Aviation locations. Staff has completed negotiations for these services and is seeking BOCC approval of the negotiated contract.

The initial term of the contract shall be from date of award through June 30, 2012 with six (6) one-year renewal options. The annual contract amount shall not exceed \$5,207,880.00.

The contract has been reviewed and approved as to form by the District Attorney's office. Advertising has been completed in accordance with Nevada Revised Statute 496.090. KONE Inc. currently maintains a Clark County business license.

Respectfully submitted,

RANDALL H. WALKER
Director of Aviation

Cleared for Agenda

Agenda Item #

11/15/2011

00307₅₈

ER0307

CLARK COUNTY, NEVADA

CBE-662

CONTRACT FOR
MAINTENANCE SERVICES FOR ELEVATORS,
ESCALATORS AND MOVING WALK-WAYS
(RFP 11-003)

NAME OF FIRM	KONE INC.
DESIGNATED CONTACT, NAME AND TITLE	JEFFREY S. BLUM SENIOR VICE PRESIDENT WEST
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	2060 PAMA LANE LAS VEGAS NV 89119
TELEPHONE NUMBER (include area code)	(702) 269-0919
FAX NUMBER (include area code)	(702) 269-0922
EMAIL ADDRESS	jeffrey.blum@kone.com

00308

ER0308

CBE 662
CONTRACT FOR MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND
MOVING WALKWAYS (RFP NO. 11-003)

This Contract is made and entered into this _____ day of _____, 2011, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as "OWNER"), and KONE Inc. (hereinafter referred to as CONTRACTOR), for Maintenance Services for Elevators, Escalators and Moving Walkways at various Airport locations (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with an estimated annual budgeted amount of \$5,207,880.00.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent contractor, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidizing private discrimination. The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.
 - 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

- D. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.
- OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. The CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER'S review, approval, acceptance, or payment for any of CONTRACTOR'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR'S performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement. If CONTRACTOR fails to make a required replacement within thirty (30) days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The CONTRACTOR will follow OWNER'S standard procedures as followed by OWNER'S staff in regard to programming changes; testing; change control; and other similar activities.
- L. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER or any other political subdivision of the State of Nevada.
- M. AIRPORT SECURITY
 - 1. Owner Property

For security purposes, Owner property is divided into three (3) categories as follows:

 - a. Landside: The non-secure portion of the Airport;
 - b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
 - c. Sterile Areas: The parts of the terminal buildings that require access through a security check point.

All CONTRACTOR personnel working on Owner property, Landside, Airside or Sterile Areas, must be badged for identification purposes.
 - 2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at McCarran International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$10,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport identification badge at all times.

CONTRACTOR agrees to accept and reimburse Owner for any fines levied on Owner by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR subcontractors, CONTRACTORs, suppliers and agents and their employees.

CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier subcontractor. Upon award, Owner will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that McCarran International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan badge are only allowed access to and within the McCarran Sterile Areas and Landside/Public Areas. Successful PROPOSER will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, successful PROPOSER may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by Owner.

5. Landside/Public Work Areas

Successful PROPOSER's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas with escort. If a Tan badge holder enters an Airport Secured Area/SIDA, successful PROPOSER may be subject to immediate and permanent removal from the Airport by Owner. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

- N. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **EXHIBIT G** prior to any contract award by the Board of County Commissioners.
- O. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER'S representative, Robert Kingston, Assistant Director of Aviation, Facilities/Maintenance, telephone number (702) 261-5140 or their designee. OWNER'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER'S representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER'S representatives review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
- CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III. SCOPE OF WORK

Services to be performed by the CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in **EXHIBIT A** of this Contract, attached hereto.

SECTION IV. CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

SECTION V. COMPENSATION AND TERMS OF PAYMENT

- A. Payments
1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER'S representative.
 2. The OWNER'S representative shall notify the CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice.
 3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.

4. In the event that legal action is taken by the OWNER or the CONTRACTOR each party shall bear its own Attorney fees and costs.
5. All payments shall be due within thirty (30) calendar days after receipt of the invoice.
6. OWNER shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR'S negligence, resulting from or arising out of errors or omissions in CONTRACTOR'S work products, which have not been previously paid to CONTRACTOR.
7. Invoices for all locations shall be submitted to McCarran International Airport c/o Accounts Payable, P.O. Box 11005, Las Vegas, NV 89111-1005. Invoices to be billed to each purchase order separately.

B. OWNER'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER'S obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER'S purchase order(s) to the CONTRACTOR.

C. Responsibilities

It is expressly understood that the entire work defined in **EXHIBIT A - SCOPE OF WORK** must be done by the CONTRACTOR and it shall be the CONTRACTOR'S responsibility to ensure that hours and tasks are properly budgeted for the work to be performed under this CONTRACT.

SECTION VI. SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR'S request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR'S subcontractor or it's sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER'S approval of CONTRACTOR'S request to subcontract.

SECTION VII MISCELLANEOUS PROVISIONS

A. Suspension

OWNER may suspend performance by CONTRACTOR under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of thirty (30) days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR'S default.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER'S representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.

6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
8. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR'S principals, officers, employees, agents, subcontractors, CONTRACTORS or suppliers are expressly recognized to be within CONTRACTOR'S control.

C. Survivability

The terms and conditions of the RFP regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

D. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
 - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The CONTRACTOR shall obtain and maintain the insurance coverage's required in **EXHIBIT E**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **EXHIBIT E**, and shall include costs of such insurance coverage's in their prices.

G. Indemnity

The CONTRACTOR does hereby agree, to defend, indemnify, and hold harmless the OWNER and the employee, officers and agents of the OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney/s fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONTRACTOR or the employees or agents of the CONTRACTOR in the performance of this Contract.

H. Patent Indemnity

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

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

I. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**EXHIBIT F**). The information provided in **EXHIBIT F** by the CONTRACTOR is for the OWNER information only.

J. Audits

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

K. Covenant

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Assignment

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

M. Governing Law

Nevada law shall govern the interpretation of this Contract.

N. Required to Work on State of Nevada Legal Holidays

CONTRACTOR shall work on the State of Nevada Legal Holidays. There are ten (10) legal holidays and (11) when December 31st falls on Friday. However, the Governor of the State of Nevada does have the option to give two (2) other legal holidays. Usually he only allows one more holiday. The firm legal holidays the CONTRACTOR shall work are as follows:

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veteran's Day

Thanksgiving Day and Friday After

Christmas Day

New Years Day

O. Term of Contract

OWNER agrees to retain CONTRACTOR from date of award through June 30, 2012, with the option to renew for six (6) – one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

- P. Contract Extension
OWNER reserves the option to temporarily extend this CONTRACT up to one hundred eighty (180) calendar days from its expiration date for any reason. CONTRACT pricing in effect shall apply to the CONTRACT extension term.
- Q. Confidential Treatment of Information
CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.
- R. ADA Requirements
All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991 must comply with the Americans with Disabilities Act Accessibility Guidelines.

Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: RANDALL H. WALKER, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005
(702) 261-5100
FACSIMILE (702) 597-9553

TO CONTRACTOR: JEFFREY S. BLUM, SENIOR VICE PRESIDENT WEST
KONE INC.
2060 PAMA LANE
LAS VEGAS NV 89119
(702)269-0919
(702)269-0922

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

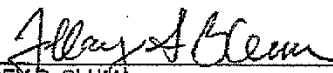
By: _____

RANDALL H. WALKER
Director of Aviation

CONTRACTOR:

KONE INC.

By: _____


JEFFREY S. BLUM
Senior Vice President West

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: _____


E. LEE THOMSON
Chief Deputy District Attorney

Clark County Department of Aviation October 31, 2011

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**CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS (RFP 11-003)
EXHIBIT A
SCOPE OF WORK**

PART A – GENERAL

1.0 STATEMENT OF WORK

- 1.1 This CONTRACT is for operation and maintenance services for the Clark County Department of Aviation's (DOA) Elevators, Escalators, and Moving Walkway equipment. To ensure safe, consistent, and reliable operation, the CONTRACTOR shall furnish all required services including, but not limited to, operational inspections, preventive maintenance, repairs (corrective maintenance) and emergency services as herein described and subject to all of the conditions outlined under the General Conditions of the CONTRACT.
- 1.2 The OWNER shall begin the contract utilizing the 24/7 Service Option. The OWNER reserves the right to switch to 16/5 Full Service (Option 2 A or 2B) at any time. The OWNER will work with CONTRACTOR to determine revised pricing if such a change in service occurs.

2.0 FACILITIES

- 2.1 The DOA has Elevators, Escalators and/or Moving Walkways at the following facilities. All elevator, escalator and moving walkways installed in these facilities are part of this CONTRACT.
- 2.2 For the purposes of this CONTRACT, McCarran International Airport shall consist of the following:
- 2.2.1 Terminal 1:
 - 2.2.1.1 Concourses A, B, C and D;
 - 2.2.1.2 Ticketing, Esplanade, Bridge Rotunda and Baggage Claim;
 - 2.2.1.3 Gold Garage;
 - 2.2.1.4 C Annex;
 - 2.2.1.5 Sky Bridge;
 - 2.2.1.6 Central Plant;
 - 2.2.1.7 Baggage Handling System Nodes 3 and 4.
 - 2.2.2 Terminal 2:
 - 2.2.2.1 Ticketing, Baggage Claim, International Arrivals;
 - 2.2.2.2 Baggage Handling System Node 6.
 - 2.2.3 Terminal 3 Central Plant.
 - 2.2.4 Terminal 3:
 - 2.2.4.1 Ticketing, Baggage Claim, International Arrivals
 - 2.2.4.2 Parking Garage
 - 2.2.5 North Las Vegas Airport:
 - 2.2.5.1 Terminal Building.
 - 2.2.5.2 Vision Building (2704 Airport Dr).
 - 2.2.6 Henderson Executive Airport:
 - 2.2.6.1 Terminal Building;
 - 2.2.6.2 Tower Building.
 - 2.2.7 McCarran Rental Car Facility:
 - 2.2.7.1 Customer Service Building;
 - 2.2.7.2 South QTA;
 - 2.2.7.3 West QTA;
 - 2.2.7.4 North QTA.

3.0 ROLES AND RESPONSIBILITIES

- 3.1 Roles and responsibilities of each entity in regards to the operation, maintenance and service of the elevators, escalators and moving walkways are described as follows:
- 3.1.1 DOA Facilities Division: The DOA Facilities Division, through their designated representative, shall administer this CONTRACT. The DOA Facilities Division, through their designated representative, shall be the primary contact for the CONTRACTOR and shall facilitate all communications between the CONTRACTOR and other DOA Divisions or other stakeholders as identified by the DOA in the future.
 - 3.1.2 DOA Airport Control Center: The DOA Airport Control Center personnel shall receive reports of equipment failures and/or requests for equipment start-up and shall report same directly to the CONTRACTOR'S staff. The DOA Airport Control Center personnel shall enter all requests for service into the DOA's CONTRACT Management reporting software and/or the DOA's internal Maximo-based Work Order System.
 - 3.1.3 CONTRACTOR'S Local Office: The CONTRACTOR'S Local Office shall be responsible for the execution and delivery of this CONTRACT. The Local Office shall respond to requests for proposals and budget pricing when requested only by the DOA Facilities Division, through their designated representative. The Local Office shall provide the DOA Facilities Division with system enhancements and operational improvements.

4.0 CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 4.1 The CONTRACTOR shall perform all work as necessary and defined within this CONTRACT;
- 4.1.1 CONTRACTOR is responsible for all elements included in their work plan.
 - 4.1.2 Furnish own transportation to and from OWNER'S facility.
 - 4.1.3 Provide all materials and parts for repair at no additional cost to OWNER, except if the item falls under Part A, Section 11.0.
 - 4.1.4 Furnish own tools and equipment to make necessary repairs and adjustments.
 - 4.1.5 Provide necessary labor time to complete repairs, from start of repair to completion of operational unit at no additional cost to the OWNER.
 - 4.1.6 Perform all preventive maintenance as required by the manufacturer of the equipment including but not limited to, periodic inspections, physical servicing (cleaning, lubricating, adjusting, aligning), and operational testing (operation, accuracy, fault detection). At a minimum, the CONTRACTOR shall be responsible for maintaining the units in clean and safe operating condition. All equipment shall be kept to a standard of cleanliness as set by the state inspector and the OWNER. The maintenance routines shall include annual clean downs of all escalators. These clean downs shall include removal of steps, power cleaning of all steps, complete interior clean downs, etc. A schedule of these clean downs shall be submitted upon award of CONTRACT. The CONTRACTOR shall submit the preventive maintenance actions and schedules for each piece of equipment identified in EXHIBIT A for the OWNER'S review and approval.
 - 4.1.7 Perform all corrective and emergency maintenance and repairs.
 - 4.1.8 Clean all elevator pits, hoist ways and the top of all elevator cabs, as needed.
 - 4.1.9 Perform a major cleaning of all escalator steps and moving walkway pallets on a semi-annual basis. A major cleaning of an escalator shall consist of a minimum of the removal of all grease, dirt and debris from horizontal step treads and all vertical risers. A major cleaning of a moving walkway shall consist of a minimum of removal of grease, dirt and debris from the horizontal tread. All walk on plates shall be thoroughly scrubbed and cleaned with each semi-annual cleaning.

4.1.10 A maximum number of equipment failures shall be:

- 4.1.10.1 Elevators: One per unit per every 2 months
- 4.1.10.2 Escalators: One per unit per every month
- 4.1.10.3 Moving Walkways: One per unit per every month.

4.1.11 A penalty of \$1,000.00 per occurrence shall be deducted from the CONTRACTOR'S monthly billing for each failure exceeding the above maximum numbers.

5.0 CONTACT & NOTIFICATION

- 5.1 The CONTRACTOR shall have established an on-site office which will be the primary point of contact. In addition, the CONTRACTOR shall have a local Las Vegas office with office hours during the regular business day to contact their service department, etc. 7:30 a.m. to 4:00 p.m. Monday thru Friday, except after hours, weekends and holidays.
- 5.2 CONTRACTOR shall provide a 24-hour person-to-person service center, with personnel trained to handle vertical transportation service calls. The answering service shall be capable of communicating the problems being reported. Upon receipt of the call, the service shall dispatch a Service Technician within 20 minutes. If after the 20 minute period, the Technician does not respond, a back up or second technician shall be contacted along with the maintenance supervisor. Once the call has been dispatched, but not longer than 30 minutes, the answering service shall be required to inform the OWNER'S designated representative the name of the technician dispatched, the supervisor contacted (if required) and the estimated time that the technician will arrive on the site.
- 5.3 All matters regarding this CONTRACT shall be coordinated with the OWNER'S Designated Representative in the Facilities Division at 261-5621.

6.0 WORK ORDER TRACKING SYSTEM AND REPORTS

- 6.1 The CONTRACTOR shall input and record all maintenance tasks including, but not limited to, preventive, corrective and emergency maintenance tasks and work orders, and shall input and record a comprehensive inventory of spare parts that are purchased under this CONTRACT and are owned by the DOA into the OWNER'S Maximo Work Order System. Upon award of CONTRACT, training will be provided to the CONTRACTOR by OWNER. If additional or new personnel are brought on to complete work assignments or as the service technicians after this initial training period, the CONTRACTOR shall be responsible for training these individuals on the procedures described herein. OWNER will run periodic reports to monitor the performance of the CONTRACTOR for compliance with this CONTRACT and make any necessary payment adjustments. Until this implementation is complete, the CONTRACTOR shall provide monthly reports to OWNER documenting all performance criteria contained herein.

7.0 INSPECTIONS & TESTS

- 7.1 OWNER'S designated representative reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this CONTRACT are being fulfilled. Deficiencies noted shall be promptly corrected at CONTRACTOR'S expense.
- 7.2 The CONTRACTOR shall ensure that the equipment is maintained in compliance with, and make periodic tests as required by Elevator Codes AMSE/ANSI A17.1, A17.2 and IBC's latest version. The CONTRACTOR shall make adjustments and maintenance inspections of elevators as required by current applicable safety codes. The CONTRACTOR will use best efforts that no "Notices of Violation" will be issued at the time of inspection. The CONTRACTOR shall be required to perform all safety tests and inspections and accompany the "Nevada Department of Industrial Relations, Division of Occupational Safety and Health" at the time of the tests and inspections at no additional cost to the OWNER. A report of tests made shall be submitted to the OWNER within ten (10) calendar days of the test date. A penalty of \$1,000.00 per occurrence shall be deducted from the CONTRACTOR's monthly billing for each failure to provide the required report within the timeline specified.

8.0 COMPLIANCE WITH LAWS

- 8.1 In the performance of this CONTRACT, the CONTRACTOR agrees to abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is performed.

9.0 MODIFICATION COMPLIANCE WITH LAWS

- 9.1 Under this CONTRACT, the CONTRACTOR shall not be required to install new attachments as may be recommended or directed by insurance companies, Federal, State, Municipal, or Governmental Authorities, unless compensation for such installation is authorized by the OWNER.

10.0 PARTS & LUBRICANTS

- 10.1 The CONTRACTOR agrees to provide only genuine parts provided by the original equipment manufacturer for replacement or repair, and to use only those lubricants obtained from or recommended by the original equipment manufacturer of the equipment. Equivalent parts or lubricants may be used if approved by the OWNER in writing. CONTRACTOR shall stock all common parts, including but not limited to, comb plates, tread plates, pushbuttons/lamps, to avoid shipping and associated repair delays. All comb plates shall be yellow to improve visibility to the user.

11.0 EXCLUSION OF CONTRACT REPAIRS

- 11.1 The following repairs are excluded from this CONTRACT:
- 11.1.1 Repairs as a result of vandalism. Vandalism is defined for the purposes of this CONTRACT as the willful and deliberate destruction of equipment. Vandalism does not include repairs such as but not limited to incidental comb teeth replacement, push button replacement and/or minor door re-adjustment due to the normal day to day operation of the airport.
 - 11.1.2 Repair or replacement of building items such as hoist way, hoist way entrance frames, doors and sills, machine room walls or floors, signal fixture face plates, underground hydraulic piping and buried jack cylinders.
 - 11.1.3 Mainline and auxiliary, disconnect switches, fuses and feeders to control panels.
 - 11.1.4 Lamps for machine room illumination.

12.0 QUALIFIED SERVICE TECHNICIANS

- 12.1 Service Technicians assigned to this CONTRACT shall be skilled and experienced in the service, maintenance and testing of elevators, escalators and moving walkways and shall be directly employed and supervised by the CONTRACTOR.
- 12.2 CONTRACTOR shall provide resumes of Service Technicians to be assigned to perform the maintenance with a minimum of eight (8) years of experience in the elevator and escalator industry. Only the submitted qualified resumes of the CONTRACTOR'S employees shall be allowed to work under this CONTRACT. These resumes must be accompanied with the RFP. If a new hire is to be assigned to the Airport, at any time after award of CONTRACT, the CONTRACTOR must obtain prior authorization from the OWNER.
- 12.3 Unauthorized Service Technicians working under this CONTRACT will be considered in breach-of-CONTRACT. Should this be discovered, the OWNER shall receive a credit. The credit will be calculated as follows: Using the unit cost of the maintenance CONTRACT and the number of days the unauthorized individual was working on site, will be the total amount of the credit due the OWNER. A minimum charge of 3 days cost of the maintenance CONTRACT shall be applied and the Service Technician escorted off the Airport facility with the immediate replacement of the OWNER approved and authorized Service Technician.
- 12.4 The CONTRACTOR'S designated preventive maintenance team shall not be replaced or reassigned without the approval of the OWNER.

13.0 CONTRACTOR'S REPRESENTATIVE

- 13.1 The CONTRACTOR shall appoint one full-time Mechanic In Charge to interface with the OWNER'S designated representative. The Mechanic In Charge shall be on site during normal business hours (7:00 a.m. – 4:00 p.m.) Monday through Friday and have the authority to assign maintenance tasks to the other technicians. The Mechanic In Charge shall also be responsible for meeting with the OWNER'S designated representative on a pre-determined schedule. This meeting will be approximately 1 to 2 hours long and during the meeting, items including but not limited to callbacks, problem areas, review of maintenance procedures accomplished, maintenance procedures planned, identification of units which will be removed from service for repairs or for standard maintenance procedures, etc. will be reviewed and discussed.

14.0 CHECK CHARTS

- 14.1 The CONTRACTOR shall provide and maintain a Check Chart, which outlines operations of preventive maintenance. Check Charts shall be documented with the following information.
- 14.1.1 All Service Technicians shall hand write, print and initial their name.
- 14.1.2 A Check Chart with boxes is recommended for quick sign-off, the chart shall outline continuous service, with dates and initials of Service Technician.
- 14.1.3 The OWNER may require that Check Charts be incorporated into the OWNER'S Maximo Work Order System and treated as scheduled Preventive Maintenance Work Orders.

15.0 SUPPLIES

- 15.1 CONTRACTOR shall maintain a supply of contacts, coils, leads, generator brushes, lubricants, wiping cloths and other minor parts that shall be stored in a lockable cabinet in each machine room.

16.0 PRORATION

- 16.1 No proration of any equipment shall be allowed under the terms of this CONTRACT. If CONTRACTOR believes that any component of the equipment requires or will require repair during the term of the CONTRACT, CONTRACTOR shall include the cost of that repair or replacement under the terms of this CONTRACT.

17.0 LAWS & REGULATIONS

- 17.1 This CONTRACT shall be interpreted in accordance with the laws of the State of Nevada. The CONTRACTOR shall comply with ASME/ANSI A17.1, A17.2 and IBC's latest editions and supplements per the requirements of the National Elevator, Escalator and Moving Walk-Way Industry.

NOTE:

This CONTRACT shall pertain and conform to existing laws, codes, and regulations at the time of the RFP Opening. Should there be changes during the period of the CONTRACT or at the renewal option, the CONTRACTOR shall comply and abide by the new changes. Compensation to the CONTRACTOR may be adjusted to reflect the actual impact on costs.

18.0 ADDITION AND/OR DELETION OF EQUIPMENT

- 18.1 New Equipment similar to the types outlined on EXHIBIT B, pursuant to other construction CONTRACTS, may be added to this maintenance CONTRACT upon expiration of warranties contained in that construction CONTRACT. Compensation for any units added to the CONTRACT shall reflect pricing commensurate with the per unit pricing under CONTRACT.
- 18.2 Existing Equipment identified on EXHIBIT B may be taken out of service by the OWNER for an extended period of time for any reason such as closing wings or entire buildings. Compensation for any units taken out of service shall be deducted from the CONTRACT as agreed to by both parties and pursuant to the level of maintenance performed while the units are out of service.

19.0 STATE INSPECTORS REPORT

- 19.1 A Nevada State Inspector may visit the Airport and cite corrective actions; the OWNER will forward a copy of the report to the CONTRACTOR for immediate action to be completed within the time frames noted on the State Inspector report and if time frames for compliance are not indicated the items will be completed within thirty working days. The CONTRACTOR shall pay for all expedited freight charges, except for modifications regarding new laws. For each day after 30 days, the CONTRACTOR shall be assessed a \$1,000.00 per day non-performance penalty.

20.0 DELIVERY AND PROPOSER RELEASE

- 20.1 The CONTRACTOR shall be excused from performance hereunder, during the time and to the extent the CONTRACTOR is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, loss or lockout or commandeering of raw materials, products, plants or facilities due to restrictions imposed by the Government.

21.0 UNIFORMS

- 21.1 All Service Technicians shall be required to wear distinctive uniforms with the CONTRACTOR'S logo/patch. These uniforms must be identical in style and color for security measures. Uniforms shall be clean, neat, and present a positive professional image to the OWNER and the public.

22.0 KEYS

- 22.1 The CONTRACTOR shall be fully responsible for the protection of the keys furnished and shall be responsible to see that the building is properly locked upon completion of work (if such action is directed by the OWNER). Should the keys allotted to the CONTRACTOR become lost or stolen, OWNER reserves the right to have corresponding locks re-keyed, and a sufficient amount of keys reissued at the CONTRACTOR'S expense.

23.0 PERFORMANCE GUARANTEE

- 23.1 Any unit out of service without the OWNER'S approval for more than 72 hours, beginning at the time the unit is reported to the CONTRACTOR as out of service, shall be assessed \$1,000 a day non-performance penalty until the unit is operational. The OWNER shall receive credit on the next monthly billing. A written request stating the reason for additional time must be submitted to the OWNER before the 3rd working day. If the requested additional time is justified and approved by the OWNER the CONTRACTOR will not be penalized for non-performance, but shall credit the OWNER for each day (partial days count as a full day) the equipment is out of service.
- 23.2 Breakdowns and shutdowns shall not keep the respective unit out of service longer than 72 consecutive hours. This includes locating the trouble, procurement of parts, installation of these parts and placing the respective unit back into safe, uninterrupted operation. The CONTRACTOR must be equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and CONTRACTOR will be considered in default, giving sufficient justification to the OWNER to obtain these services from CONTRACTORS who can provide the OWNER with uninterrupted service. If a unit is shut down for more than 72 continuous hours, the monthly unit price for that unit (included in Base Compensation) shall be waived for the period the unit is out of service. The foregoing waiver is not a limitation upon any damage claim which OWNER may have resulting from the shutdown.
- 23.3 Shutdowns for emergency minor adjustment call-backs shall be minimized. Vertical shutdown frequency shall be maintained at:
- 23.3.1 Elevators: Not to exceed five (5) per year.
- 23.3.2 Escalators: Not to exceed six (6) per year.
- 23.3.3 Moving Walkways: Not to exceed six (6) per year.

24.0 REPAIR IN PROGRESS

- 24.1 The CONTRACTOR will provide an "Out-of-Service" sign. CONTRACTOR agrees to maintain the work area in a clean and orderly condition without hindering the work performance. Upon completion of work, CONTRACTOR will repair and/or clean the area that has been damaged or soiled by work performed.

25.0 NEW EQUIPMENT

- 25.1 New equipment purchased by OWNER may be installed and maintained by CONTRACTOR. Should CONTRACTOR be asked to install and maintain new equipment, CONTRACTOR will assume full responsibility for proper installation and maintenance as not to invalidate any warranties.

26.0 SYSTEM MONITORING

- 26.1 The OWNER is in the process of procuring a monitoring system to monitor the status of all equipment identified on **EXHIBIT A** for dispatch and maintenance performance tracking purposes. The CONTRACTOR will have the capability of interfacing with the new monitoring systems as chosen by the OWNER. Any interface, additional software, hook up costs, etc. are not to be included in the CONTRACT price.

27.0 FEE PROPOSAL

- 27.1 The CONTRACTOR shall provide a fee proposal on the attached Cost Proposal form (**EXHIBIT D**). The OWNER reserves the right to choose options based on equipment type.

28.0 BASE COMPENSATION

- 28.1 Initial monthly Base Compensation pursuant to the terms of the CONTRACT shall be the sum of the monthly unit prices set forth in the final negotiated Cost Proposal (**EXHIBIT D**). Base Compensation (i.e., the monthly unit price) shall be subject to annual review and adjustment by CONTRACTOR as of the first anniversary of the commencement date of the CONTRACT and yearly thereafter, taking into consideration the percentage amounts identified in paragraphs 28.2 and 28.3 below. Any increase in the monthly Base Compensation may be up to, but shall not exceed, five percent (5%) of the aggregate prior Base Compensation for any one (1) year period. CONTRACTOR must provide proof of these increases and show how such increases were calculated pursuant to paragraphs 28.2 and 28.3 below at least sixty (60) days prior to the anniversary date of the CONTRACT in order to justify any increase in monthly Base Compensation. If CONTRACTOR fails to timely notify and/or provide the proper documentation to OWNER in writing via certified mail with attached proof of adjustments, then OWNER is not required to make any such adjustment to the then current monthly Base Compensation and the then existing Base Compensation shall continue until the next anniversary adjustment. Price increases shall not be retroactive.
- 28.2 Eighty percent (80%) of monthly Base Compensation shall be adjusted to reflect increases or decreases in labor costs based on the then-current straight-time hourly rate, including fringe benefits, for International Union of Elevator Constructors (IUEC) for Elevator Mechanics in the area in which the Equipment covered by the CONTRACT is located. The initial current straight-time hourly rate, including fringe benefits, is as set forth on the Cost Proposal (**EXHIBIT D**).
- 28.2.1 The term "fringe benefits" means employee benefits granted in addition to direct hourly rate, and include but are not limited to accruals for pensions, vacations, paid holidays, group life, and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.
- 28.3 The remaining twenty percent (20%) shall be adjusted to reflect increases or decreases in material costs based on the Producer Price Index for Wholesale Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. The initial materials base rate is as set forth on the Cost Proposal (**EXHIBIT D**).
- 28.4 OWNER has the right to deny any annual increase to monthly Base Compensation due to CONTRACTOR'S failure to perform the work required by the terms of the CONTRACT, if for any reason OWNER exercises its rights to an inspection and finds CONTRACTOR deficient in performance of its services required under the CONTRACT.

28.5 Base Compensation for any particular calendar month included in the Term shall be prorated based upon the number of days in such month and the number of days in such month included in the Term.

28.6 No increase shall be allowed earlier than 365 calendar days from the date of CONTRACT award, including 30 calendar days advance written notification.

29.0 EXTRA SERVICES

29.1 If Extra Services are required under the CONTRACT and OWNER has authorized such work in advance with a written purchase order, the hourly rates as set forth on the Cost Proposal form (EXHIBIT D) shall apply. CONTRACTOR may adjust these rates in accordance with paragraph 28.2 above only.

29.2 No overtime-payable hours will be allowed unless such hours are authorized by OWNER in advance and with a written purchase order issued for such additional work. Otherwise, OWNER is not liable for such overtime payment and will only pay CONTRACTOR at the current straight-time hourly rate.

29.3 The cost of all Extra Services performed outside the regular monthly services must be estimated in writing; otherwise, OWNER is not liable for such payment. All estimates shall be submitted in detail, including but not limited to a list of all materials to be supplied and all labor hours required to successfully perform the Extra Services requested.

29.4 When, as a result of examination or testing of the Equipment, CONTRACTOR identifies corrective action that is required, CONTRACTOR shall proceed expeditiously to make required repairs, replacements, and adjustments. If CONTRACTOR believes such work is not CONTRACTOR'S responsibility, a written report signed by CONTRACTOR shall be delivered to OWNER within 24 hours for further action. However, in the event of a safety situation or potential safety situation, CONTRACTOR shall expeditiously correct the problem and the issue of whether the correction was Extra Services requiring additional compensation will be resolved after the correction is made.

30.0 PERFORMANCE CRITERIA

30.1 The CONTRACTOR is responsible for performing CONTRACT in accordance with performance standards in the attached EXHIBITS B and C.

30.2 Equipment Performance Requirements: All Equipment maintained by CONTRACTOR shall be maintained in accordance with the RFP Document and the following standards:

30.3 General Performance – Elevators:

30.3.1 Floor-to-floor times for elevators are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open.

30.3.2 Door opening times are measured from start of car door open until doors are 1" from the fully open position.

30.3.3 Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.

30.3.4 Stopping accuracy shall be measured under all load conditions.

30.3.5 Variance from rated speed, regardless of load, shall not exceed 3%.

30.3.6 To maintain a comfortable ride, CONTRACTOR shall maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.

30.3.7 In accomplishing the above requirements, CONTRACTOR shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

- 30.4 Noise and Vibration Control – Elevators:
 - 30.4.1 Elevators shall be maintained and adjusted to meet original manufacturer's performance requirements within the following parameters:
 - 30.4.2 Acceleration and deceleration shall be constant and not exceed 5 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - 30.4.3 Sustained jerk shall not exceed 8 feet/second/second.
 - 30.4.4 Measured noise levels in a moving car outside the leveling zone shall not exceed 60 dba under any condition including ventilation fan on highest speed.
- 30.5 Escalator and Moving Walk Ride Quality:
 - 30.5.1 Horizontal acceleration during all riding conditions shall not exceed 10 mg peak to peak in the 1 – 10 range. Measurement ISO804.
 - 30.5.2 Deceleration shall be constant and not exceed 3 feet/second/second in the down direction under any load condition including brake rated load.
 - 30.5.3 Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dba under any condition. There shall be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by CONTRACTOR and OWNER that such sounds are attributable to the design of the Equipment.
- 30.6 Changes In Requirements:
 - 30.6.1 In the event that any performance requirements are changed pursuant to any provision of the CONTRACT, such performance requirements shall replace those set forth under this Part III.
- 30.7 Performance Measures:
 - 30.7.1 Uptime Percentage requirement. (See Section 3.0, page 23)
 - 30.7.2 Notification of Planned outages time requirement. (See Section 23.0, page 18)
 - 30.7.3 State of Inspection Report Response requirement. (See Section 19.1, page 18)
 - 30.7.4 Periodic Performance Report requirement. (See Section 7.0, page 15)

31.0 MINIMUM SERVICE HOURS

- 31.1 The CONTRACTOR will be responsible for providing a minimum of 750 maintenance hours a month. This will be divided between elevators and escalators as follows:
 - 31.1.1 Unit groups and hourly requirements are:
 - 31.1.1.1 Elevators: There will be 288 mechanic hours.
 - 31.1.1.2 Escalators: There will be 293 crew hours per month.
 - 31.1.1.3 Moving Walkways: There will be 169 crew hours per month.
- 31.2 These are to be mutually exclusive hours. Separate mechanics and/or crews will be assigned to each of the different types of units. Under no condition will the mechanic responsible for elevators be given responsibility of maintenance on the escalator or moving walkways and vice versa. The CONTRACTOR will assign three (3) separate technicians and/or crews for each of these units groups for McCarran International Airport only. Only one (1) technician and/or crew will be needed for each of the following locations: Henderson Executive Airport, North Las Vegas Airport and McCarran Rent-A-Car Center.

32.0 PREVENTIVE MAINTENANCE TEAM

- 32.1 Separate crews will be required. The CONTRACTOR shall also furnish additional preventive maintenance teams as required by the general conditions outlined in section A and supplementary response call staff when needed for extensive repairs.
- 32.2 The maintenance crews or mechanics which are assigned to each group (elevators, escalators, moving walkways) will be mutually exclusive; for example a crew assigned to escalators will not be assigned to moving walkways or elevators. The function of the stand by mechanic will be to respond to all trouble calls. Under no condition will the crews or mechanics which are assigned to perform maintenance, be permitted to respond to trouble calls unless it is a life safety situation or an entrapment. The stand by mechanic will be allowed to assist in the performance of maintenance during the hours they are on site.

33.0 RESPONSE TO TROUBLE CALLS

- 33.1 Response to calls for service shall not exceed 30 minutes for the McCarran Facility and 1 hour for the outlying Airports (i.e. North Las Vegas/Henderson Executive) unless other wise approved by the OWNER due to concurrent repair requests. A penalty of \$750 for each 30 minutes of delay, and the minimum charge shall be \$750, may be deducted from the monthly invoice for response times in excess of the times stated above. Each 30 minute period or any portion thereof, will be subjected to the \$750 charge.
- 33.2 OWNER will not be invoiced for any additional cost of any kind without prior approval. In the event a repair takes over 72 hours to repair, the CONTRACTOR shall assign another team to do the repair at no additional cost to the OWNER. Should the CONTRACTOR believe there are some repairs which may take more than the 72 hours allotted, the specific repairs should be identified with the RFP submitted.
- 33.3 Service Technicians shall contact the Control Center at 261-5125 upon arrival and when leaving the airport facility. The importance of notifying Control Center upon arrival is to let the OWNER know of their presence. Without this information the OWNER shall consider the Service Technician has not arrived, and the OWNER will call another repair facility after One (1) hour. Should the Repair Technician fail to contact the Control Center and service is sought from another maintenance CONTRACTOR, and the contracted Repair Technician is on site, the CONTRACTOR shall be billed for the trip charge and any other associated fees incurred. This cost shall be deducted from the monthly invoice.

34.0 NEW TERMINAL 3 BUILDING AND PARKING GARAGE EQUIPMENT

- 34.1 The new Terminal 3 facility which includes a terminal building and a parking garage is currently under construction. The vertical transportation equipment contained therein will be placed into service during the course of this CONTRACT. EXHIBITS B, C and D includes tables that itemize the new equipment.
- 34.2 The parking garage is scheduled to be completed on April 25, 2011. The terminal building (T3) is anticipated to be completed approximately January 2012.
- 34.3 The project contractor responsible for installing the elevators, escalators and moving walkways in these facilities is required to provide a complete warranty and maintenance service on all equipment for a period of one (1) year after the OWNER'S acceptance of the buildings. The one (1) year warranty and maintenance period is:
 - 34.3.1 Parking Garage: April 25, 2011 through April 24, 2012.
 - 34.3.2 Terminal Building (T3): January 2012 through January 2013 (based on anticipated completion date above – subject to change).
- 34.4 Upon completion of the one (1) year warranty and maintenance period at these facilities, maintenance of the elevators, escalators and moving walkways may be incorporated into this CONTRACT. The cost required in EXHIBIT D, COST PROPOSAL, for the equipment listed (new Terminal 3 and Parking Garage) shall reflect the cost per month based on the dates the warranty expires.

PART B - 24/7 FULL SERVICE

1.0 INTENT

- 1.1 This option is for full 24 hour 7 day a week onsite coverage for the equipment outlined in **EXHIBIT B**. All conditions outlined in Part A – General apply in addition to the special conditions outlined in this section for this option.

2.0 MAINTENANCE COVERAGE

- 2.1 This option includes all parts, labor and delivery charges. The CONTRACTOR shall be required to have on-site the labor as defined in the chart above. Further, there will be coverage for maintenance and for response calls every day of the year, 24 hours a day.
- 2.2 The stand-by mechanic shall be on duty as prescribed above to immediately respond to response calls and not be involved with preventive maintenance or repair work that would preclude more than a ten (10) minute response time.
- 2.3 The CONTRACTOR shall furnish preventive maintenance teams as required by the general conditions outlined in **EXHIBIT A** and supplementary response call staff when needed for extensive repairs.
- 2.4 Additional preventive maintenance teams shall be added to complete the maintenance tasks, repairs, etc. as required at no additional cost to OWNER.

3.0 CREDITS FOR EQUIPMENT AVAILABILITY (UPTIME PERCENTAGE REQUIREMENT)

For any month of this contract that Elevators, Escalators and Moving Walkways do not achieve equipment availability (EA) of at least 99.65%, as defined below, a payment factor will be applied to the CONTRACTOR's total invoice amount for that month as follows:

<u>EQUIPMENT AVAILABILITY (%)</u>	<u>PAYMENT FACTOR</u>
99.65 – 100.00	1.000
99.55 – 99.64	0.991
99.45 – 99.54	0.981
99.35 – 99.44	0.971
99.25 – 99.34	0.961
99.15 – 99.24	0.949
99.05 – 99.14	0.937
99.00 – 99.04	0.930
98.95 – 98.99	0.916
98.85 – 98.94	0.892
98.75 – 98.84	0.870
98.65 – 98.74	0.850
98.55 – 98.64	0.832
98.45 – 98.54	0.816
98.35 – 98.44	0.807
98.25 – 98.34	0.786
98.06 – 98.24	0.773
98.05 or lower	0.761

For any period of 3 consecutive months, during this maintenance contract that a minimum EA of 99.65% is not met and/or a trend shows it will not be met, the CONTRACTOR will, at its expense, promptly undertake design reviews and a review of preventive maintenance procedures and propose a plan to correct within one month the default or potential default.

3.1 SERVICE DEPENDABILITY

Service dependability is the measure of the elevator, escalator, and moving walkway's effectiveness in providing operational equipment in a timely manner and in transporting patrons to their destinations with minimal delays. The approach outlined herein does not attempt to quantify dependability by means of a single number, but rather to indicate dependability through two (2) readily measurable quantities. These quantities are downtime and equipment availability.

3.2 DOWNTIME EVENT

A downtime event is defined as one or more equipment related problems which cause an unscheduled stoppage of one or more pieces of equipment. Downtime resulting from causes listed as exclusions in Section 3.6 will not be counted as downtime events.

3.3 DOWNTIME AND DOWNTIME LIMITS

Downtime is the accumulated time (in minutes) of all downtime events as defined in Section 3.2. Downtime for an event shall include all time from when the equipment is not operational and the CONTRACTOR'S maintenance staff has been notified of the event, until the equipment is operational once again. Downtime shall be accumulated in total for all pieces of equipment.

3.4 EQUIPMENT AVAILABILITY AND EQUIPMENT HISTORY

Performance reports of equipment availability and equipment history will be made available to the OWNER immediately upon request.

3.5 EQUIPMENT AVAILABILITY (EA)

This is the actual time (in minutes) in which the equipment provides normal service and is equal to the number of scheduled operating minutes less the total downtime resulting from downtime events. Availability will be calculated in total for all pieces of equipment.

Equipment availability is measured by the relationship:

$$EA = \frac{\text{equipment operating time}}{\text{equipment scheduled operating time}}$$

Equipment availability will be the total availability of all pieces of equipment.

3.6 EXCLUSIONS

The following are considered exclusions for the purpose of determining downtime and equipment availability:

- Scheduled maintenance.
- Willful passenger-induced equipment interruptions.
- Interruptions caused by unauthorized intrusions of persons or animate or inanimate objects.
- Acts of vandalism causing equipment service interruptions.

RFP NO. 11-003
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN)								
* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	T1-NC-EL1	A-1	Terminal 1, A Concourse	3000	2	MCE	Micro P	HP
2	T1-CB4-EL1	A-2	Terminal 1, Cluster Bldg. 4	4000	2	KONE	Mono	TP
3	T1-SC-EL1	B-2	Terminal 1, B Concourse	3000	2	KONE	HS	HP
4	T1-SC-EL2	B-1	Terminal 1, B Concourse	2000	2	MCE	Micro P	HP
5	T1-S1-EL1	C-1	Terminal 1, C Concourse	4500	2	Montgomery	MiProm	HF
6	T1-S1-EL2	C-2	Terminal 1, C Concourse	4000	2	Montgomery	MiProm	HP
7	T1-S1-EL3	C-3	Terminal 1, C Concourse	3500	2	Montgomery	MiProm	HP
8	T1-S1-EL4	C-4	Terminal 1, C Concourse	3500	2	Montgomery	MiProm	HP
9	T1-S1-EL5	C-5	Terminal 1, C Concourse	3500	2	Montgomery	MiProm	HP
10	T1-S1-EL6	C-6	Terminal 1, C Concourse	3500	2	Montgomery	MiProm	HP
11	T1-BR-EL1	CT-3	Terminal 1, Bridge Rotunda	6000	2	MCE	Micro P	HP
12	T1-BR-EL2	CT-1	Terminal 1, Bridge Rotunda	2500	2	Dover	DMC	HP
13	T1-BR-EL3	CT-2	Terminal 1, Bridge Rotunda	4300	2	MCE	Micro P	HP
14	T1-TBN-EL1	CT-4	Terminal 1, Ticketing North	2500	2	Dover	DMC	HP
15	T1-TBS-EL1	CT-5	Terminal 1, Ticketing South	2500	2	Reliable	Relay	HP
16	T1-TBC-EL1	CT-6	Terminal 1, Esplanade	4500	2	MCE	Holeless	HP
17	T1-TBC-EL2	CT-9	Terminal 1, Esplanade	4500	6	KONE/Dover	Resolve 20	TP
18	T1-TBC-EL3	CT-8	Terminal 1, Esplanade	4500	6	MCE	Holeless	HP
19	T1-TBC-EL4	CT-7	Terminal 1, Esplanade	4500	2	KONE/Dover	Resolve 20	TP
20	T1-TBC-EL5	CT-10	Terminal 1, Esplanade	3000	7	Thyssen	Tac-50	TP
21	T1-BCN-EL1	CT-15	Terminal 1, Bag Claim North	7000	5	Dover	Relay Logic	HP
22	T1-BCN-EL2	CT-11	Terminal 1, Bag Claim North	7000	4	Dover	Relay Logic	HP
23	T1-BCC-EL1	CT-12	Terminal 1, Bag Claim Center	4500	6	KONE/Dover	Resolve 20	TP
24	T1-BCC-EL2	CT-13	Terminal 1, Bag Claim Center	4500	6	KONE/Dover	Resolve 20	TP
25	T1-BCC-EL3	CT-17	Terminal 1, Bag Claim Center	4500	7	KONE/Dover	Resolve 20	TP
26	T1-BCC-EL4	CT-16	Terminal 1, Bag Claim Center	4500	7	KONE/Dover	Resolve 20	TP
27	T1-BCC-EL5	CT-22	Terminal 1, Bag Claim Center	3500	7	Thyssen	Tac-50	TP
28	T1-BCC-EL6	CT-23	Terminal 1, Bag Claim Center	3500	7	Thyssen	Tac-50	TP
29	T1-BCC-EL7	CT-24	Terminal 1, Bag Claim Center	3500	7	Thyssen	Tac-50	TP
30	T1-BCS-EL1	CT-18	Terminal 1, Bag Claim South	7000	4	Dover	Relay Logic	HP
31	T1-BCS-EL2	CT-19	Terminal 1, Bag Claim South	2500	2	Montgomery	MiProm	HP
32	T1-BCS-EL3	CT-21	Terminal 1, Bag Claim South	12000	2	Dover	Relay Logic	HF
33	T1-BCS-EL4	CT-20	Terminal 1, Bag Claim South	3000	2	Dover	Relay Logic	HP
34	T1-BCS-EL5	CT-14	Terminal 1, Bag Claim South	7000	4	Dover	Relay Logic	HP
35	S2-RA-EL1	D-4	Terminal 1, D Concourse GH	5500	3	MCE	Traction	TP
36	S2-RA-EL2	D-2	Terminal 1, D Concourse GH	6000	2	MCE	Hydro	HP
37	S2-RA-EL3	D-1	Terminal 1, D Concourse GH	6000	2	MCE	Hydro	HP
38	S2-RA-EL4	D-3	Terminal 1, D Concourse GH	10000	4	MCE	Hydro	HF
39	S2-RA-EL5	D-5	Terminal 1, D Concourse GH	3500	2	MCE	Hydro	HF
40	S2-RA-EL6	D-6	Terminal 1, D Concourse GH	3500	2	MCE	Hydro	HP
41	S2-ERC-EL1	D-7	Terminal 1, D Concourse ERC	3500	4	Thyssen	Tac-50	TP
42	S2-SE-EL1	DSE-1	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
43	S2-SE-EL2	DSE-2	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
44	S2-SE-EL3	DSE-3	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
45	S2-SW-EL1	DSW-1	Terminal 1, D Concourse SW	3500	2	MCE	Hydro	HP
46	S2-SW-EL2	DSW-2	Terminal 1, D Concourse SW	3500	3	MCE	Hydro	HP
47	S2-SW-EL3	DSW-3	Terminal 1, D Concourse SW	3500	3	MCE	Hydro	HP
48	S2-NE-EL1	DNE-3	Terminal 1, D Concourse NE	3500	2	Thyssen	Tac-20	HP
49	S2-NE-EL2	DNE-1	Terminal 1, D Concourse NE	3500	2	Thyssen	Tac-20	HP
50	S2-NE-EL3	DNE-2	Terminal 1, D Concourse NE	3500	2	Thyssen	Tac-20	HP
51	S2-NW-EL1	DNW-1	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP
52	S2-NW-EL2	DNW-2	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP
53	S2-NW-EL3	DNW-3	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN) (CONTINUED)								
* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
54	S2-NW-EL14	DNW-4	Terminal 1, D Concourse NW	3500	2	MCE	Hydro	HP
55	T1-PK-GLD-EL1 *	G-2	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
56	T1-PK-GLD-EL2 *	G-1	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
57	T1-PK-GLD-EL3 *	G-4	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
58	T1-PK-GLD-EL4 *	G-5	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
59	T2-IAB-EL1	CIT-1	Terminal 2	2500	2	MCE	Hydro	HP
60	T2-CIT-EL1	CIT-5	Terminal 2	4500	2	SURGE	Relay Logic	HF
61	T2-CIT-EL2	CIT-4	Terminal 2	3500	2	SURGE	Relay Logic	HP
62	T2-CIT-EL3	CIT-3	Terminal 2	2500	2	MCE	Hydro	HP
63	T2-CIT-EL4	CIT-2	Terminal 2	4000	2	MCE	Hydro	HP
64	T1-CAX-EL1	CAX-1	Terminal 1, C Annex	4000	2	MCE	Micro P	HP
65	T1-SKY-EL1	CAX-2	Terminal 1, Sky Bridge	5500	2	MCE	Micro P	HP
66	T1-SKY-EL2	CAX-3	Terminal 1, Sky Bridge	5500	2	MCE	Micro P	HP
67	T1-CP-EL1	HR-1	Terminal 1, Central Plant	2100	2	Dover	Relay Logic	HP
68	5750MASON-EL1	CUP-1	Terminal 3, Central Plant	3500	2	MCE	Hydro	HP
69	T1-BHS-N3-EL1	N3-1	Terminal 1, BHS Node 3	4500	2	Otis	211	HP
70	T1-BHS-N4-EL1	N4-1	Terminal 1, BHS Node 4	4500	2	Otis	211	HP
71	T2-BHS-N6-EL1	CIT-6	Terminal 2, BHS Node 6	4500	2	Otis	211	HP

EQUIPMENT AND LOCATIONS – ELEVATORS (NORTH LAS VEGAS AIRPORT)								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	2730-EL1	HP-1	North Las Vegas Terminal	2500	2	Dover	DMC	HP
2	Vertical Platform Lift	None	Vision Building – North Las Vegas (2704 Airport Dr)	750	1	Porch Lift	None	None

EQUIPMENT AND LOCATIONS – ELEVATORS (HENDERSON EXECUTIVE AIRPORT)								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	HEA-EL1	HEA-2	Henderson Executive Terminal	2500	2	Otis	211	HP
2	HEA-EL2	HEA-1	Henderson Executive Terminal	2500	2	Otis	211	HP
3	HT-EL1	HT-1	Henderson Executive Tower	2100	2	Otis	211	HP

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN RENT-A-CAR CENTER)								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	CSB-EL20	EL-20	Customer Service Building	4500	4	Otis	211	HP
2	CSB-EL21	EL-21	Customer Service Building	4500	3	Otis	211	HP
3	CSB-EL30	EL-30	Customer Service Building	4500	4	Otis	211	HP
4	CSB-EL31	EL-31	Customer Service Building	4500	4	Otis	211	HP
5	CSB-EL40	EL-40	Customer Service Building	4500	4	Otis	211	HP
6	CSB-EL41	EL-41	Customer Service Building	4500	3	Otis	211	HP
7	SQTA-EL50	EL-50	South QTA	3000	2	Otis	211	HP
8	SQTA-EL51	EL-51	South QTA	3000	2	Otis	211	HP
9	WQTA-EL60	EL-60	West QTA	3000	2	Otis	211	HP
10	WQTA-EL61	EL-61	West QTA	3000	2	Otis	211	HP
11	WQTA-EL62	EL-62	West QTA	3000	2	Otis	211	HP
12	NQTA-EL70	EL-70	North QTA	3000	2	Otis	211	HP
13	NQTA-EL71	EL-71	North QTA	3000	2	Otis	211	HP

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EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN NEW TERMINAL 3)								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	T3-W-EL1	EA01	Terminal 3, West	6500	3	KONE	Micro P	Traction
2	T3-W-EL2	EA02	Terminal 3, West	6500	3	KONE	Micro P	Traction
3	T3-W-EL3	EA03	Terminal 3, West	6500	3	KONE	Micro P	Traction
4	T3-W-EL4	EA04	Terminal 3, West	6500	3	KONE	Micro P	Traction
5	T3-W-EL5	EA05	Terminal 3, West	6500	3	KONE	Micro P	Traction
6	T3-W-EL6	EA06	Terminal 3, West	6500	3	KONE	Micro P	Traction
7	T3-C-EL7	EA07	Terminal 3, Center	6500	3	KONE	Micro P	Traction
8	T3-C-EL8	EA08	Terminal 3, Center	6500	3	KONE	Micro P	Traction
9	T3-C-EL9	EA09	Terminal 3, Center	6500	3	KONE	Micro P	Traction
10	T3-C-EL10	EA10	Terminal 3, Center	6500	3	KONE	Micro P	Traction
11	T3-C-EL11	EA11	Terminal 3, Center	6500	3	KONE	Micro P	Traction
12	T3-C-EL12	EA12	Terminal 3, Center	6500	3	KONE	Micro P	Traction
13	T3-E-EL13	EA13	Terminal 3, East	6500	3	KONE	Micro P	Traction
14	T3-E-EL14	EA14	Terminal 3, East	6500	3	KONE	Micro P	Traction
15	T3-E-EL15	EA15	Terminal 3, East	6500	3	KONE	Micro P	Traction
16	T3-E-EL16	EA16	Terminal 3, East	6500	3	KONE	Micro P	Traction
17	T3-E-EL17	EA17	Terminal 3, East	6500	3	KONE	Micro P	Traction
18	T3-E-EL18	EA18	Terminal 3, East	6500	3	KONE	Micro P	Traction
19	T3-W-EL19	EA19	Terminal 3, West	5000	3	KONE	Micro P	Traction
20	T3-W-EL20	EA20	Terminal 3, West	5000	2	KONE	Micro P	Traction
21	T3-C-EL21	EA21	Terminal 3, Center	4500	2	KONE	Micro P	Traction
22	T3-C-EL22	EA22	Terminal 3, Center	4500	2	KONE	Micro P	Traction
23	T3-C-EL23	EA23	Terminal 3, Center	4500	2	KONE	Micro P	Traction
24	T3-C-EL24	EA24	Terminal 3, Center	4500	2	KONE	Micro P	Traction
25	T3-E-EL25	EA25	Terminal 3, East	5000	4	KONE	Micro P	Traction
26	T3-E-EL26	EA26	Terminal 3, East	5000	2	KONE	Micro P	Traction
27	T3-E-EL27	EA27	Terminal 3, East	5500	2	KONE	Micro P	Traction
28	T3-E-EL28	EA28	Terminal 3, East	5500	2	KONE	Micro P	Traction
29	T3-E-EL29	EA29	Terminal 3, East	5500	2	KONE	Micro P	Traction
30	T3-W-EL30	EA30	Terminal 3, West	5000	4	KONE	Micro P	Traction
31	T3-E-EL31	EA31	Terminal 3, East	5500	3	KONE	Micro P	Traction
32	T3-E-EL32	EA32	Terminal 3, East	5500	2	KONE	Micro P	Traction
33	T3-E-EL33	EA33	Terminal 3, East	10000	4	KONE	Micro P	Traction

EQUIPMENT AND LOCATIONS – ELEVATORS (MCCARRAN NEW GARAGE)								
* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.								
No.	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	T3-PK-EL1*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
2	T3-PK-EL2*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
3	T3-PK-EL3*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
4	T3-PK-EL4*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
5	T3-PK-EL5*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
6	T3-PK-EL6*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
7	T3-PK-EL7*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction
8	T3-PK-EL8*	---	Terminal 3 Garage	4000	8	KONE	Micro P	Traction

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EQUIPMENT AND LOCATIONS – ESCALATORS (MCCARRAN)						
* Preventive Maintenance on this unit shall be performed only between the hours of 1:00 a.m. – 5:30 a.m., Monday through Friday.						
No.	Escalator Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T1-S1-ESC1	C-105	Terminal 1, C Concourse	KONE		EG
2	T1-S1-ESC2	C-106	Terminal 1, C Concourse	KONE		EG
3	T1-S1-ESC3	C-107	Terminal 1, C Concourse	KONE		EG
4	T1-TBC-ESC1 *	CT-104	Terminal 1, Ticketing Center	KONE		EG
5	T1-TBC-ESC2 *	CT-103	Terminal 1, Ticketing Center	KONE		EG
6	T1-TBC-ESC3 *	CT-102	Terminal 1, Ticketing Center	KONE		EG
7	T1-TBC-ESC4 *	CT-101	Terminal 1, Ticketing Center	KONE		EG
8	T1-BCC-ESC1 *	CT-109	Terminal 1, Bag Claim Center	KONE		EG
9	T1-BCC-ESC2 *	CT-107	Terminal 1, Bag Claim Center	KONE		EG
10	T1-BCC-ESC3 *	CT-108	Terminal 1, Bag Claim Center	KONE		EG
11	T1-BCC-ESC4 *	CT-106	Terminal 1, Bag Claim Center	KONE		EG
12	T1-BCC-ESC5 *	CT-105	Terminal 1, Bag Claim Center	KONE		EG
13	T1-BCS-ESC1	CT-117	Terminal 1, Bag Claim South	KONE		EG
14	T1-BCS-ESC2	CT-116	Terminal 1, Bag Claim South	KONE		EG
15	T1-BCS-ESC3	CT-115	Terminal 1, Bag Claim South	KONE		EG
16	T1-BCS-ESC4	CT-114	Terminal 1, Bag Claim South	KONE		EG
17	T1-BCS-ESC5	CT-113	Terminal 1, Bag Claim South	KONE		EG
18	T1-BCS-ESC6	CT-112	Terminal 1, Bag Claim South	KONE		EG
19	T1-BCS-ESC7	CT-110	Terminal 1, Bag Claim South	KONE		EG
20	T1-BCS-ESC8	CT-111	Terminal 1, Bag Claim South	KONE		EG
21	S2-RA-ESC1 *	D-101	Terminal 1, D Concourse GH	KONE		EG
22	S2-RA-ESC2 *	D-102	Terminal 1, D Concourse GH	KONE		EG
23	S2-RA-ESC3 *	D-103	Terminal 1, D Concourse GH	KONE		EG
24	S2-RA-ESC4 *	D-104	Terminal 1, D Concourse GH	KONE		EG
25	S2-RA-ESC5 *	D-109	Terminal 1, D Concourse GH	Thyssen		EG
26	S2-RA-ESC6 *	D-110	Terminal 1, D Concourse GH	Thyssen		EG
27	T2-IAB-ESC1	CIT-101	Terminal 2	KONE		EG
28	T2-CIT-ESC1	CIT-104	Terminal 2	Schindler		EG
29	T2-CIT-ESC2	CIT-105	Terminal 2	Schindler		EG
30	T2-CIT-ESC3	CIT-102	Terminal 2	KONE		EG
31	T2-CIT-ESC4	CIT-103	Terminal 2	KONE		EG
32	T1-CAX-ESC1	CAX-101	Terminal 1, C Annex	KONE		EG
33	T1-CAX-ESC2	CAX-102	Terminal 1, C Annex	KONE		EG

EQUIPMENT AND LOCATIONS – ESCALATORS (MCCARRAN RENT-A-CAR CENTER)						
No.	Escalator Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	CSB-ESC20	ES-20	Customer Service Building	Otis	OCE521	EG
2	CSB-ESC21	ES-21	Customer Service Building	Otis	OCE521	EG
3	CSB-ESC22	ES-22	Customer Service Building	Otis	OCE521	EG
4	CSB-ESC23	ES-23	Customer Service Building	Otis	OCE521	EG
5	CSB-ESC30	ES-30	Customer Service Building	Otis	OCE521	EG
6	CSB-ESC31	ES-31	Customer Service Building	Otis	OCE521	EG
7	CSB-ESC32	ES-32	Customer Service Building	Otis	OCE521	EG
8	CSB-ESC33	ES-33	Customer Service Building	Otis	OCE521	EG
9	CSB-ESC40	ES-40	Customer Service Building	Otis	OCE521	EG
10	CSB-ESC41	ES-41	Customer Service Building	Otis	OCE521	EG
11	CSB-ESC42	ES-42	Customer Service Building	Otis	OCE521	EG
12	CSB-ESC43	ES-43	Customer Service Building	Otis	OCE521	EG

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EQUIPMENT AND LOCATIONS – ESCALATORS (MCCARRAN NEW TERMINAL 3)						
No.	Elevator Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T3-W-ESC11	ES01	Terminal 3, West	KONE	Trans180	Heavy Duty
2	T3-W-ESC12	ES02	Terminal 3, West	KONE	Trans180	Heavy Duty
3	T3-W-ESC13	ES03	Terminal 3, West	KONE	Trans180	Heavy Duty
4	T3-W-ESC14	ES04	Terminal 3, West	KONE	Trans180	Heavy Duty
5	T3-C-ESC15	ES05	Terminal 3, Center	KONE	Trans180	Heavy Duty
6	T3-C-ESC16	ES06	Terminal 3, Center	KONE	Trans180	Heavy Duty
7	T3-C-ESC17	ES07	Terminal 3, Center	KONE	Trans180	Heavy Duty
8	T3-C-ESC18	ES08	Terminal 3, Center	KONE	Trans180	Heavy Duty
9	T3-E-ESC19	ES09	Terminal 3, East	KONE	Trans180	Heavy Duty
10	T3-E-ESC110	ES10	Terminal 3, East	KONE	Trans180	Heavy Duty
11	T3-E-ESC111	ES11	Terminal 3, East	KONE	Trans180	Heavy Duty
12	T3-E-ESC112	ES12	Terminal 3, East	KONE	Trans180	Heavy Duty
13	T3-W-ESC113	ES13	Terminal 3, West	KONE	Trans180	Heavy Duty
14	T3-W-ESC114	ES14	Terminal 3, West	KONE	Trans180	Heavy Duty
15	T3-W-ESC115	ES15	Terminal 3, West	KONE	Trans180	Heavy Duty
16	T3-W-ESC116	ES16	Terminal 3, West	KONE	Trans180	Heavy Duty
17	T3-C-ESC117	ES17	Terminal 3, Center	KONE	Trans180	Heavy Duty
18	T3-C-ESC118	ES18	Terminal 3, Center	KONE	Trans180	Heavy Duty
19	T3-C-ESC119	ES19	Terminal 3, Center	KONE	Trans180	Heavy Duty
20	T3-C-ESC120	ES20	Terminal 3, Center	KONE	Trans180	Heavy Duty
21	T3-E-ESC121	ES21	Terminal 3, East	KONE	Trans180	Heavy Duty
22	T3-E-ESC122	ES22	Terminal 3, East	KONE	Trans180	Heavy Duty
23	T3-E-ESC123	ES23	Terminal 3, East	KONE	Trans180	Heavy Duty
24	T3-E-ESC124	ES24	Terminal 3, East	KONE	Trans180	Heavy Duty
25	T3-E-ESC125	ES25	Terminal 3, East	KONE	Trans180	Heavy Duty

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS – MOVING WALKWAYS (MCCARRAN)						
No.	Moving Walkway Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T1-NC-L2-MW1	A-102	Terminal 1, A Concourse	KONE		PS
2	T1-NC-L2-MW2	A-101	Terminal 1, A Concourse	KONE		PS
3	T1-NC-L2-MW3	A-104	Terminal 1, A Concourse	KONE		PS
4	T1-NC-L2-MW4	A-103	Terminal 1, A Concourse	KONE		PS
5	T1-SC-L2-MW1	B-102	Terminal 1, B Concourse	KONE		PS
6	T1-SC-L2-MW2	B-101	Terminal 1, B Concourse	KONE		PS
7	T1-SC-L2-MW3	B-104	Terminal 1, B Concourse	KONE		PS
8	T1-SC-L2-MW4	B-103	Terminal 1, B Concourse	KONE		PS
9	T1-S1-L2-MW1	C-102	Terminal 1, C Concourse	KONE		PS
10	T1-S1-L2-MW2	C-101	Terminal 1, C Concourse	KONE		PS
11	T1-S1-L2-MW3	C-104	Terminal 1, C Concourse	KONE		PS
12	T1-S1-L2-MW4	C-103	Terminal 1, C Concourse	KONE		PS
13	S2-SE-L2-MW1	D-105	Terminal 1, D Concourse SE	KONE		PG
14	S2-SE-L2-MW2	D-106	Terminal 1, D Concourse SE	KONE		PG
15	S2-SW-L2-MW1	D-107	Terminal 1, D Concourse SW	KONE		PG
16	S2-SW-L2-MW2	D-108	Terminal 1, D Concourse SW	KONE		PG
17	S2-NE-L2-MW1	D-112	Terminal 1, D Concourse NE	KONE		PG
18	S2-NE-L2-MW2	D-111	Terminal 1, D Concourse NE	KONE		PG
19	T1-PK-GLD-L1-MW1	G-101	Terminal 1, Gold Garage	KONE		PG
20	T1-PK-GLD-L1-MW2	G-102	Terminal 1, Gold Garage	KONE		PG
21	T1-PK-GLD-L2-MW1	G-104	Terminal 1, Gold Garage	KONE		PG
22	T1-PK-GLD-L2-MW2	G-103	Terminal 1, Gold Garage	KONE		PG
23	T1-SKY-L2-MW1	CAX-103	Terminal 1, Sky Bridge	KONE		PG
24	T1-SKY-L2-MW2	CAX-104	Terminal 1, Sky Bridge	KONE		PG
25	T1-SKY-L2-MW3	CAX-105	Terminal 1, Sky Bridge	KONE		PG
26	T1-SKY-L2-MW4	CAX-106	Terminal 1, Sky Bridge	KONE		PG

EQUIPMENT AND LOCATIONS – MOVING WALKWAYS (MCCARRAN NEW TERMINAL 3)						
No.	Moving Walkway Designation	Old ID	Location	Manufacturer	Style	Equip. Type
1	T3-W-L2-MW1	MW01	Terminal 3, West	KONE	Eco3000	Heavy Duty
2	T3-W-L2-MW2	MW02	Terminal 3, West	KONE	Eco3000	Heavy Duty
3	T3-E-L2-MW3	MW03	Terminal 3, East	KONE	Eco3000	Heavy Duty
4	T3-E-L2-MW4	MW04	Terminal 3, East	KONE	Eco3000	Heavy Duty
5	T3-W-L1-MW5	MW05	Terminal 3, West	KONE	Eco3000	Heavy Duty
6	T3-W-L1-MW6	MW06	Terminal 3, West	KONE	Eco3000	Heavy Duty
7	T3-C-L1-MW7	MW07	Terminal 3, Center	KONE	Eco3000	Heavy Duty
8	T3-C-L1-MW8	MW08	Terminal 3, Center	KONE	Eco3000	Heavy Duty
9	T3-E-L1-MW9	MW09	Terminal 3, East	KONE	Eco3000	Heavy Duty
10	T3-E-L1-MW10	MW10	Terminal 3, East	KONE	Eco3000	Heavy Duty
11	T3-E-L1-MW11	MW11	Terminal 3, East	KONE	Eco3000	Heavy Duty

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MINIMUM MAINTENANCE REQUIREMENTS					
No.	Elevator Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T1-NC-EL1	Terminal 1, A Concourse	MCE	.75	3.25
2	T1-CB4-EL1	Terminal 1, Cluster Bldg. 4	KONE	.75	3.25
3	T1-SC-EL1	Terminal 1, B Concourse	KONE	.5	2.17
4	T1-SC-EL2	Terminal 1, B Concourse	MCE	.75	3.25
5	T1-S1-EL1	Terminal 1, C Concourse	Montgomery	.75	3.25
6	T1-S1-EL2	Terminal 1, C Concourse	Montgomery	.75	3.25
7	T1-S1-EL3	Terminal 1, C Concourse	Montgomery	.75	3.25
8	T1-S1-EL4	Terminal 1, C Concourse	Montgomery	.75	3.25
9	T1-S1-EL5	Terminal 1, C Concourse	Montgomery	.75	3.25
10	T1-S1-EL6	Terminal 1, C Concourse	Montgomery	.75	3.25
11	T1-BR-EL1	Terminal 1, Bridge Rotunda	MCE	.75	3.25
12	T1-BR-EL2	Terminal 1, Bridge Rotunda	Dover	.75	3.25
13	T1-BR-EL3	Terminal 1, Bridge Rotunda	MCE	.75	3.25
14	T1-TBN-EL1	Terminal 1, Ticketing North	Dover	.75	3.25
15	T1-TBS-EL1	Terminal 1, Ticketing South	Reliable	.75	3.25
16	T1-TBC-EL1	Terminal 1, Esplanade	MCE	.75	3.25
17	T1-TBC-EL2	Terminal 1, Esplanade	KONE/Dover	.75	3.25
18	T1-TBC-EL3	Terminal 1, Esplanade	MCE	.75	3.25
19	T1-TBC-EL4	Terminal 1, Esplanade	KONE/Dover	.75	3.25
20	T1-TBC-EL5	Terminal 1, Esplanade	Thyssen	.75	3.25
21	T1-BCN-EL1	Terminal 1, Bag Claim North	Dover	.75	3.25
22	T1-BCN-EL2	Terminal 1, Bag Claim North	Dover	.75	3.25
23	T1-BCC-EL1	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
24	T1-BCC-EL2	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
25	T1-BCC-EL3	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
26	T1-BCC-EL4	Terminal 1, Bag Claim Center	KONE/Dover	.75	3.25
27	T1-BCC-EL5	Terminal 1, Bag Claim Center	Thyssen	.75	3.25
28	T1-BCC-EL6	Terminal 1, Bag Claim Center	Thyssen	.75	3.25
29	T1-BCC-EL7	Terminal 1, Bag Claim Center	Thyssen	.75	3.25
30	T1-BCS-EL1	Terminal 1, Bag Claim South	Dover	.75	3.25
31	T1-BCS-EL2	Terminal 1, Bag Claim South	Montgomery	.75	3.25
32	T1-BCS-EL3	Terminal 1, Bag Claim South	Dover	.75	3.25
33	T1-BCS-EL4	Terminal 1, Bag Claim South	Dover	.75	3.25
34	T1-BCS-EL5	Terminal 1, Bag Claim South	Dover	.75	3.25
35	S2-RA-EL1	Terminal 1, D Concourse GH	MCE	.5	2.17
36	S2-RA-EL2	Terminal 1, D Concourse GH	MCE	.75	3.25
37	S2-RA-EL3	Terminal 1, D Concourse GH	MCE	.75	3.25
38	S2-RA-EL4	Terminal 1, D Concourse GH	MCE	.5	2.17
39	S2-RA-EL5	Terminal 1, D Concourse GH	MCE	.5	2.17
40	S2-RA-EL6	Terminal 1, D Concourse GH	MCE	.5	2.17
41	S2-ERC-EL1	Terminal 1, D Concourse ERC	Thyssen	1.25	5.41
42	S2-SE-EL1	Terminal 1, D Concourse SE	MCE	.75	3.25
43	S2-SE-EL2	Terminal 1, D Concourse SE	MCE	.75	3.25
44	S2-SE-EL3	Terminal 1, D Concourse SE	MCE	.5	2.17
45	S2-SW-EL1	Terminal 1, D Concourse SW	MCE	.75	3.25
46	S2-SW-EL2	Terminal 1, D Concourse SW	MCE	.75	3.25
47	S2-SW-EL3	Terminal 1, D Concourse SW	MCE	.5	2.17
48	S2-NE-EL1	Terminal 1, D Concourse NE	Thyssen	.75	3.25
49	S2-NE-EL2	Terminal 1, D Concourse NE	Thyssen	.75	3.25
50	S2-NE-EL3	Terminal 1, D Concourse NE	Thyssen	.5	2.17
51	S2-NW-EL1	Terminal 1, D Concourse NW	MCE	.75	3.25
52	S2-NW-EL2	Terminal 1, D Concourse NW	MCE	.75	3.25
53	S2-NW-EL3	Terminal 1, D Concourse NW	MCE	.5	2.17

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Elevator Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
54	S2-NW-EL4	Terminal 1, D Concourse NW	MCE	.75	3.25
55	T1-PK-GLD-EL1 *	Terminal 1, Gold Garage	MCE	1.25	5.41
56	T1-PK-GLD-EL2 *	Terminal 1, Gold Garage	MCE	1.25	5.41
57	T1-PK-GLD-EL3 *	Terminal 1, Gold Garage	MCE	1.25	5.41
58	T1-PK-GLD-EL4 *	Terminal 1, Gold Garage	MCE	1.25	5.41
59	T2-IAB-EL1	Terminal 2	MCE	.75	3.25
60	T2-CIT-EL1	Terminal 2	SURGE	.75	3.25
61	T2-CIT-EL2	Terminal 2	SURGE	.75	3.25
62	T2-CIT-EL3	Terminal 2	MCE	.75	3.25
63	T2-CIT-EL4	Terminal 2	MCE	.75	3.25
64	T1-CAX-EL1	Terminal 1, C Annex	MCE	.75	3.25
65	T1-SKY-EL1	Terminal 1, Sky Bridge	MCE	.75	3.25
66	T1-SKY-EL2	Terminal 1, Sky Bridge	MCE	.75	3.25
67	T1-CP-EL1	Terminal 1, Central Plant	Dover	.75	3.25
68	S750MASON-EL1	Terminal 3, Central Plant	MCE	.75	3.25
69	T1-BHS-N3-EL1	Terminal 1, BHS Node 3	Otis	.75	3.25
70	T1-BHS-N4-EL1	Terminal 1, BHS Node 4	Otis	.75	3.25
71	T2-BHS-N6-EL1	Terminal 2, BHS Node 6	Otis	.75	3.25
1	2730-EL1	North Las Vegas Terminal	Dover	.75	3.25
2	Vertical Platform Lift	Vision Building North Las Vegas (2704 Airport Dr)	Porch Lift	.75	3.25
1	HEA-EL1	Henderson Executive Terminal	Otis	.75	3.25
2	HEA-EL2	Henderson Executive Terminal	Otis	.75	3.25
3	HT-EL1	Henderson Executive Tower	Otis	.75	3.25
1	CSB-EL20	Customer Service Building	Otis	.75	3.25
2	CSB-EL21	Customer Service Building	Otis	.75	3.25
3	CSB-EL30	Customer Service Building	Otis	.75	3.25
4	CSB-EL31	Customer Service Building	Otis	.75	3.25
5	CSB-EL40	Customer Service Building	Otis	.75	3.25
6	CSB-EL41	Customer Service Building	Otis	.75	3.25
7	SQTA-EL50	South QTA	Otis	.75	3.25
8	SQTA-EL51	South QTA	Otis	.75	3.25
9	WQTA-EL60	West QTA	Otis	.75	3.25
10	WQTA-EL61	West QTA	Otis	.75	3.25
11	WQTA-EL62	West QTA	Otis	.75	3.25
12	NQTA-EL70	North QTA	Otis	.75	3.25
13	NQTA-EL71	North QTA	Otis	.75	3.25
TOTAL HOURS FOR ELEVATORS				67	290.33

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Elevator Designation	Old ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-EL11	EA01	Terminal 3, West	KONE	.75	3.25
2	T3-W-EL12	EA02	Terminal 3, West	KONE	.75	3.25
3	T3-W-EL13	EA03	Terminal 3, West	KONE	.75	3.25
4	T3-W-EL14	EA04	Terminal 3, West	KONE	.75	3.25
5	T3-W-EL15	EA05	Terminal 3, West	KONE	.75	3.25
6	T3-W-EL16	EA06	Terminal 3, West	KONE	.75	3.25
7	T3-C-EL17	EA07	Terminal 3, Center	KONE	.75	3.25
8	T3-C-EL18	EA08	Terminal 3, Center	KONE	.75	3.25
9	T3-C-EL19	EA09	Terminal 3, Center	KONE	.75	3.25
10	T3-C-EL110	EA10	Terminal 3, Center	KONE	.75	3.25
11	T3-C-EL111	EA11	Terminal 3, Center	KONE	.75	3.25
12	T3-C-EL112	EA12	Terminal 3, Center	KONE	.75	3.25
13	T3-E-EL113	EA13	Terminal 3, East	KONE	.75	3.25
14	T3-E-EL114	EA14	Terminal 3, East	KONE	.75	3.25
15	T3-E-EL115	EA15	Terminal 3, East	KONE	.75	3.25
16	T3-E-EL116	EA16	Terminal 3, East	KONE	.75	3.25
17	T3-E-EL117	EA17	Terminal 3, East	KONE	.75	3.25
18	T3-E-EL118	EA18	Terminal 3, East	KONE	.75	3.25
19	T3-W-EL119	EA19	Terminal 3, West	KONE	.75	3.25
20	T3-W-EL120	EA20	Terminal 3, West	KONE	.75	3.25
21	T3-C-EL121	EA21	Terminal 3, Center	KONE	.75	3.25
22	T3-C-EL122	EA22	Terminal 3, Center	KONE	.75	3.25
23	T3-C-EL123	EA23	Terminal 3, Center	KONE	.75	3.25
24	T3-C-EL124	EA24	Terminal 3, Center	KONE	.75	3.25
25	T3-E-EL125	EA25	Terminal 3, East	KONE	.75	3.25
26	T3-E-EL126	EA26	Terminal 3, East	KONE	.75	3.25
27	T3-E-EL127	EA27	Terminal 3, East	KONE	.75	3.25
28	T3-E-EL128	EA28	Terminal 3, East	KONE	.75	3.25
29	T3-E-EL129	EA29	Terminal 3, East	KONE	.75	3.25
30	T3-W-EL130	EA30	Terminal 3, West	KONE	.75	3.25
31	T3-E-EL131	EA31	Terminal 3, East	KONE	.75	3.25
32	T3-E-EL132	EA32	Terminal 3, East	KONE	.75	3.25
33	T3-E-EL133	EA33	Terminal 3, East	KONE	.75	3.25
1	T3-PK-EL1*	---	Terminal 3 Garage	KONE	.75	3.25
2	T3-PK-EL12*	---	Terminal 3 Garage	KONE	.75	3.25
3	T3-PK-EL13*	---	Terminal 3 Garage	KONE	.75	3.25
4	T3-PK-EL14*	---	Terminal 3 Garage	KONE	.75	3.25
5	T3-PK-EL15*	---	Terminal 3 Garage	KONE	.75	3.25
6	T3-PK-EL16*	---	Terminal 3 Garage	KONE	.75	3.25
7	T3-PK-EL17*	---	Terminal 3 Garage	KONE	.75	3.25
8	T3-PK-EL18*	---	Terminal 3 Garage	KONE	.75	3.25
TOTAL HOURS FOR ESCALATORS					30.75	133.25

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Escalator Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T1-S1-ESC1	Terminal 1, C Concourse	KONE	1.5	6.50
2	T1-S1-ESC2	Terminal 1, C Concourse	KONE	1.5	6.50
3	T1-S1-ESC3	Terminal 1, C Concourse	KONE	1.5	6.50
4	T1-TBC-ESC1 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
5	T1-TBC-ESC2 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
6	T1-TBC-ESC3 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
7	T1-TBC-ESC4 *	Terminal 1, Ticketing Center	KONE	1.5	6.50
8	T1-BCC-ESC1 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
9	T1-BCC-ESC2 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
10	T1-BCC-ESC3 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
11	T1-BCC-ESC4 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
12	T1-BCC-ESC5 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
13	T1-BCS-ESC1	Terminal 1, Bag Claim South	KONE	1.5	6.50
14	T1-BCS-ESC2	Terminal 1, Bag Claim South	KONE	1.5	6.50
15	T1-BCS-ESC3	Terminal 1, Bag Claim South	KONE	1.5	6.50
16	T1-BCS-ESC4	Terminal 1, Bag Claim South	KONE	1.5	6.50
17	T1-BCS-ESC5	Terminal 1, Bag Claim South	KONE	1.5	6.50
18	T1-BCS-ESC6	Terminal 1, Bag Claim South	KONE	1.5	6.50
19	T1-BCS-ESC7	Terminal 1, Bag Claim South	KONE	1.5	6.50
20	T1-BCS-ESC8	Terminal 1, Bag Claim South	KONE	1.5	6.50
21	S2-RA-ESC1 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
22	S2-RA-ESC2 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
23	S2-RA-ESC3 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
24	S2-RA-ESC4 *	Terminal 1, D Concourse GH	KONE	1.5	6.50
25	S2-RA-ESC5 *	Terminal 1, D Concourse GH	Thyssen	1.5	6.50
26	S2-RA-ESC6 *	Terminal 1, D Concourse GH	Thyssen	1.5	6.50
27	T2-IAB-ESC1	Terminal 2	KONE	1.5	6.50
28	T2-CIT-ESC1	Terminal 2	Schindler	1.5	6.50
29	T2-CIT-ESC2	Terminal 2	Schindler	1.5	6.50
30	T2-CIT-ESC3	Terminal 2	KONE	1.5	6.50
31	T2-CIT-ESC4	Terminal 2	KONE	1.5	6.50
32	T1-CAX-ESC1	Terminal 1, C Annex	KONE	1.5	6.50
33	T1-CAX-ESC2	Terminal 1, C Annex	KONE	1.5	6.50
1	CSB-ESC20	Customer Service Building	Otis	1.5	6.50
2	CSB-ESC21	Customer Service Building	Otis	1.5	6.50
3	CSB-ESC22	Customer Service Building	Otis	1.5	6.50
4	CSB-ESC23	Customer Service Building	Otis	1.5	6.50
5	CSB-ESC30	Customer Service Building	Otis	1.5	6.50
6	CSB-ESC31	Customer Service Building	Otis	1.5	6.50
7	CSB-ESC32	Customer Service Building	Otis	1.5	6.50
8	CSB-ESC33	Customer Service Building	Otis	1.5	6.50
9	CSB-ESC40	Customer Service Building	Otis	1.5	6.50
10	CSB-ESC41	Customer Service Building	Otis	1.5	6.50
11	CSB-ESC42	Customer Service Building	Otis	1.5	6.50
12	CSB-ESC43	Customer Service Building	Otis	1.5	6.50
TOTAL HOURS FOR ESCALATORS				67.5	292.5

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Escalator Designation	Old ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-ESC1	ES01	Terminal 3, West	KONE	1.50	6.50
2	T3-W-ESC2	ES02	Terminal 3, West	KONE	1.50	6.50
3	T3-W-ESC3	ES03	Terminal 3, West	KONE	1.50	6.50
4	T3-W-ESC4	ES04	Terminal 3, West	KONE	1.50	6.50
5	T3-C-ESC5	ES05	Terminal 3, Center	KONE	1.50	6.50
6	T3-C-ESC6	ES06	Terminal 3, Center	KONE	1.50	6.50
7	T3-C-ESC7	ES07	Terminal 3, Center	KONE	1.50	6.50
8	T3-C-ESC8	ES08	Terminal 3, Center	KONE	1.50	6.50
9	T3-E-ESC9	ES09	Terminal 3, East	KONE	1.50	6.50
10	T3-E-ESC10	ES10	Terminal 3, East	KONE	1.50	6.50
11	T3-E-ESC11	ES11	Terminal 3, East	KONE	1.50	6.50
12	T3-E-ESC12	ES12	Terminal 3, East	KONE	1.50	6.50
13	T3-W-ESC13	ES13	Terminal 3, West	KONE	1.50	6.50
14	T3-W-ESC14	ES14	Terminal 3, West	KONE	1.50	6.50
15	T3-W-ESC15	ES15	Terminal 3, West	KONE	1.50	6.50
16	T3-W-ESC16	ES16	Terminal 3, West	KONE	1.50	6.50
17	T3-C-ESC17	ES17	Terminal 3, Center	KONE	1.50	6.50
18	T3-C-ESC18	ES18	Terminal 3, Center	KONE	1.50	6.50
19	T3-C-ESC19	ES19	Terminal 3, Center	KONE	1.50	6.50
20	T3-C-ESC20	ES20	Terminal 3, Center	KONE	1.50	6.50
21	T3-E-ESC21	ES21	Terminal 3, East	KONE	1.50	6.50
22	T3-E-ESC22	ES22	Terminal 3, East	KONE	1.50	6.50
23	T3-E-ESC23	ES23	Terminal 3, East	KONE	1.50	6.50
24	T3-E-ESC24	ES24	Terminal 3, East	KONE	1.50	6.50
25	T3-E-ESC25	ES25	Terminal 3, East	KONE	1.50	6.50
TOTAL HOURS FOR NEW TERMINAL 3 ESCALATORS					37.50	162.50

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS					
No.	Moving Walkway Designation	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T1-NC-L2-MW1	Terminal 1, A Concourse	KONE	1.5	6.50
2	T1-NC-L2-MW2	Terminal 1, A Concourse	KONE	1.5	6.50
3	T1-NC-L2-MW3	Terminal 1, A Concourse	KONE	1.5	6.50
4	T1-NC-L2-MW4	Terminal 1, A Concourse	KONE	1.5	6.50
5	T1-SC-L2-MW1	Terminal 1, B Concourse	KONE	1.5	6.50
6	T1-SC-L2-MW2	Terminal 1, B Concourse	KONE	1.5	6.50
7	T1-SC-L2-MW3	Terminal 1, B Concourse	KONE	1.5	6.50
8	T1-SC-L2-MW4	Terminal 1, B Concourse	KONE	1.5	6.50
9	T1-S1-L2-MW1	Terminal 1, C Concourse	KONE	1.5	6.50
10	T1-S1-L2-MW2	Terminal 1, C Concourse	KONE	1.5	6.50
11	T1-S1-L2-MW3	Terminal 1, C Concourse	KONE	1.5	6.50
12	T1-S1-L2-MW4	Terminal 1, C Concourse	KONE	1.5	6.50
13	S2-SE-L2-MW1	Terminal 1, D Concourse SE	KONE	1.5	6.50
14	S2-SE-L2-MW2	Terminal 1, D Concourse SE	KONE	1.5	6.50
15	S2-SW-L2-MW1	Terminal 1, D Concourse SW	KONE	1.5	6.50
16	S2-SW-L2-MW2	Terminal 1, D Concourse SW	KONE	1.5	6.50
17	S2-NE-L2-MW1	Terminal 1, D Concourse NE	KONE	1.5	6.50
18	S2-NE-L2-MW2	Terminal 1, D Concourse NE	KONE	1.5	6.50
19	T1-PK-GLD-L1-MW1	Terminal 1, Gold Garage	KONE	1.5	6.50
20	T1-PK-GLD-L1-MW2	Terminal 1, Gold Garage	KONE	1.5	6.50
21	T1-PK-GLD-L2-MW1	Terminal 1, Gold Garage	KONE	1.5	6.50
22	T1-PK-GLD-L2-MW2	Terminal 1, Gold Garage	KONE	1.5	6.50
23	T1-SKY-L2-MW1	Terminal 1, Sky Bridge	KONE	1.5	6.50
24	T1-SKY-L2-MW2	Terminal 1, Sky Bridge	KONE	1.5	6.50
25	T1-SKY-L2-MW3	Terminal 1, Sky Bridge	KONE	1.5	6.50
26	T1-SKY-L2-MW4	Terminal 1, Sky Bridge	KONE	1.5	6.50
TOTAL HOURS FOR MOVING WALKWAYS				39.0	169.0
TOTAL HOURS FOR ALL EQUIPMENT				172.75	748.58

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Moving Walkway Designation	Old ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-L2-MW1	MW01	Terminal 3, West	KONE	1.50	6.50
2	T3-W-L2-MW2	MW02	Terminal 3, West	KONE	1.50	6.50
3	T3-E-L2-MW3	MW03	Terminal 3, East	KONE	1.50	6.50
4	T3-E-L2-MW4	MW04	Terminal 3, East	KONE	1.50	6.50
5	T3-W-L1-MW5	MW05	Terminal 3, West	KONE	1.50	6.50
6	T3-W-L1-MW6	MW06	Terminal 3, West	KONE	1.50	6.50
7	T3-C-L1-MW7	MW07	Terminal 3, Center	KONE	1.50	6.50
8	T3-C-L1-MW8	MW08	Terminal 3, Center	KONE	1.50	6.50
9	T3-E-L1-MW9	MW09	Terminal 3, East	KONE	1.50	6.50
10	T3-E-L1-MW10	MW10	Terminal 3, East	KONE	1.50	6.50
11	T3-E-L1-MW11	MW11	Terminal 3, East	KONE	1.50	6.50
TOTAL HOURS FOR NEW TERMINAL 3 MOVING WALKWAYS					16.50	71.50
TOTAL HOURS FOR NEW TERMINAL 3 EQUIPMENT					84.75	367.25

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MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT D
MAINTENANCE COSTS

24/7 SCHEDULE				
ELEVATORS				
ITEM NO.	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, A-CONCOURSE"				
1.	T1-NC-EL1 (A-1)	\$1,440.00	x 12	\$17,280.00
2.	T1-CB4-EL1 (A-2)	\$2,040.00	x 12	\$24,480.00
"TERMINAL 1, B-CONCOURSE"				
3.	T1-SC-EL1 (B-2)	\$1,440.00	x 12	\$17,280.00
4.	T1-SC-EL2 (B-1)	\$1,440.00	x 12	\$17,280.00
"TERMINAL 1, C-CONCOURSE"				
5.	T1-S1-EL1 (C-1)	\$1,440.00	x 12	\$17,280.00
6.	T1-S1-EL2 (C-2)	\$1,440.00	x 12	\$17,280.00
7.	T1-S1-EL3 (C-3)	\$1,440.00	x12	\$17,280.00
8.	T1-S1-EL4 (C-4)	\$1,440.00	x12	\$17,280.00
9.	T1-S1-EL5 (C-5)	\$1,440.00	x12	\$17,280.00
10.	T1-S1-EL6 (C-6)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, BRIDGE ROTUNDA"				
11.	T1-BR-EL1 (CT-3)	\$1,440.00	x12	\$17,280.00
12.	T1-BR-EL2 (CT-1)	\$1,440.00	x12	\$17,280.00
13.	T1-BR-EL3 (CT-2)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, TICKETING NORTH"				
14.	T1-TBN-EL1 (CT-4)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, TICKETING SOUTH"				
15.	T1-TBS-EL1 (CT-5)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, ESPLANADE"				
16.	T1-TBC-EL1 (CT-6)	\$1,440.00	x12	\$17,280.00
17.	T1-TBC-EL2 (CT-9)	\$2,040.00	x12	\$24,480.00
18.	T1-TBC-EL3 (CT-8)	\$1,440.00	x12	\$17,280.00
19.	T1-TBC-EL4 (CT-7)	\$2,040.00	x12	\$24,480.00
20.	T1-TBC-EL5 (CT-10)	\$2,040.00	x12	\$24,480.00
"TERMINAL 1, BAG CLAIM NORTH"				
21.	T1-BCN-EL1 (CT-15)	\$1,440.00	x12	\$17,280.00
22.	T1-BCN-EL2 (CT-11)	\$1,440.00	x12	\$17,280.00

24/7 SCHEDULE				
ELEVATORS (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1, BAG CLAIM CENTER"				
23.	T1-BCC-EL1 (CT-12)	\$2,040.00	x12	\$24,480.00
24.	T1-BCC-EL2 (CT-13)	\$2,040.00	x12	\$24,480.00
25.	T1-BCC-EL3 (CT-17)	\$2,040.00	x12	\$24,480.00
26.	T1-BCC-EL4 (CT-16)	\$2,040.00	x12	\$24,480.00
27.	T1-BCC-EL5 (CT-22)	\$2,040.00	x12	\$24,480.00
28.	T1-BCC-EL6 (CT-23)	\$2,040.00	x12	\$24,480.00
29.	T1-BCC-EL7 (CT-24)	\$2,040.00	x12	\$24,480.00
"TERMINAL 1, BAG CLAIM SOUTH"				
30.	T1-BCS-EL1 (CT-18)	\$1,440.00	x12	\$17,280.00
31.	T1-BCS-EL2 (CT-19)	\$1,440.00	x12	\$17,280.00
32.	T1-BCS-EL3 (CT-21)	\$1,440.00	x12	\$17,280.00
33.	T1-BCS-EL4 (CT-20)	\$1,440.00	x12	\$17,280.00
34.	T1-BCS-EL5 (CT-14)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1, D-CONCOURSE"				
35.	S2-RA-EL1 (D-4)	\$2,040.00	x12	\$24,480.00
36.	S2-RA-EL2 (D-2)	\$1,440.00	x12	\$17,280.00
37.	S2-RA-EL3 (D-1)	\$1,440.00	x12	\$17,280.00
38.	S2-RA-EL4 (D-3)	\$1,440.00	x12	\$17,280.00
39.	S2-RA-EL5 (D-5)	\$1,440.00	x12	\$17,280.00
40.	S2-RA-EL6 (D-6)	\$1,440.00	x12	\$17,280.00
41.	S2-ERC-EL1 (D-7)	\$2,040.00	x12	\$24,480.00
42.	S2-SE-EL1 (DSE-1)	\$1,440.00	x12	\$17,280.00
43.	S2-SE-EL2 (DSE-2)	\$1,440.00	x12	\$17,280.00
44.	S2-SE-EL3 (DSE-3)	\$1,440.00	x12	\$17,280.00
45.	S2-SW-EL1 (DSW-1)	\$1,440.00	x12	\$17,280.00
46.	S2-SW-EL2 (DSW-2)	\$1,440.00	x12	\$17,280.00
47.	S2-SW-EL3 (DSW-3)	\$1,440.00	x12	\$17,280.00
48.	S2-NE-EL1 (DNE-3)	\$1,440.00	x12	\$17,280.00
49.	S2-NE-EL2 (DNE-1)	\$1,440.00	x12	\$17,280.00
50.	S2-NE-EL3 (DNE-2)	\$1,440.00	x12	\$17,280.00
51.	S2-NW-EL1 (DNW-1)	\$1,440.00	x12	\$17,280.00
52.	S2-NW-EL2 (DNW-2)	\$1,440.00	x12	\$17,280.00
53.	S2-NW-EL3 (DNW-3)	\$1,440.00	x12	\$17,280.00
54.	S2-NW-EL4 (DNW-4)	\$1,440.00	x12	\$17,280.00

24/7 SCHEDULE				
ELEVATORS (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"TERMINAL 1 - GOLD PARKING GARAGE"				
55.	T1-PK-GLD-EL1 (G-2)	\$2,040.00	x12	\$24,480.00
56.	T1-PK-GLD-EL2 (G-1)	\$2,040.00	x12	\$24,480.00
57.	T1-PK-GLD-EL3 (G-4)	\$2,040.00	x12	\$24,480.00
58.	T1-PK-GLD-EL4 (G-5)	\$2,040.00	x12	\$24,480.00
"TERMINAL 1 - C ANNEX & SKYBRIDGE"				
59.	T1-CAX-EL1 (CAX-1)	\$1,440.00	x12	\$17,280.00
60.	T1-SKY-EL1 (CAX-2)	\$1,440.00	x12	\$17,280.00
61.	T1-SKY-EL1 (CAX-3)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1 - CENTRAL PLANT"				
62.	T1-CP-EL1 (HR-1)	\$1,440.00	x12	\$17,280.00
"TERMINAL 1 - BHS NODES 3 & 4"				
63.	T1-BHS-NE-EL1 (N3-1)	\$1,440.00	x12	\$17,280.00
64.	T1-BHS-N4-EL1 (N4-1)	\$1,440.00	x12	\$17,280.00
"TERMINAL 2"				
65.	T2-IAB-EL1 (CIT-1)	\$1,440.00	x12	\$17,280.00
66.	T2-CIT-EL1 (CIT-5)	\$1,440.00	x12	\$17,280.00
67.	T2-CIT-EL2 (CIT-4)	\$1,440.00	x12	\$17,280.00
68.	T2-CIT-EL3 (CIT-3)	\$1,440.00	x12	\$17,280.00
69.	T2-CIT-EL4 (CIT-2)	\$1,440.00	x12	\$17,280.00
"TERMINAL 2 - BHS NODE 6"				
70.	T2-BHS-N6-EL1 (CIT-6)	\$1,440.00	x12	\$17,280.00
"TERMINAL 3 - CENTRAL PLANT"				
71.	5750MASON-EL1 (CUP-1)	\$1,440.00	x12	\$17,280.00
"NORTH LAS VEGAS TERMINAL"				
72.	2730-EL1 (HP-1)	\$200.00	x12	\$2,400.00
73.	Vertical Platform Lift	\$200.00	x12	\$2,400.00
"HENDERSON EXECUTIVE TERMINAL"				
74.	HEA-EL1 (HEA-2)	\$275.00	x12	\$3,300.00
75.	HEA-EL2 (HEA-1)	\$275.00	x12	\$3,300.00

24/7 SCHEDULE				
ELEVATORS (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
"HENDERSON EXECUTIVE TOWER"				
76.	HT-EL\1 (HT-1)	\$275.00	x12	\$3,300.00
"MRACC - CUSTOMER SERVICE BUILDING"				
77.	CSB-EL\20 (EL-20)	\$1,440.00	x12	\$17,280.00
78.	CSB-EL\21 (EL-21)	\$1,440.00	x12	\$17,280.00
79.	CSB-EL\30 (EL-30)	\$1,440.00	x12	\$17,280.00
80.	CSB-EL\31 (EL-31)	\$1,440.00	x12	\$17,280.00
81.	CSB-EL\40 (EL-40)	\$1,440.00	x12	\$17,280.00
82.	CSB-EL\41 (EL-41)	\$1,440.00	x12	\$17,280.00
"MRACC - SOUTH QTA"				
83.	SQTA-EL\50 (EL-50)	\$1,440.00	x12	\$17,280.00
84.	SQTA-EL\51 (EL-51)	\$1,440.00	x12	\$17,280.00
"MRACC - WEST QTA"				
85.	WQTA-EL\60 (EL-60)	\$1,440.00	x12	\$17,280.00
86.	WQTA-EL\61 (EL-61)	\$1,440.00	x12	\$17,280.00
87.	WQTA-EL\62 (EL-62)	\$1,440.00	x12	\$17,280.00
"MRACC - NORTH QTA"				
88.	WQTA-EL\70 (EL-70)	\$1,440.00	x12	\$17,280.00
89.	WQTA-EL\71 (EL-71)	\$1,440.00	x12	\$17,280.00
24/7 SCHEDULE TOTAL ELEVATOR MAINTENANCE				\$1,588,620.00