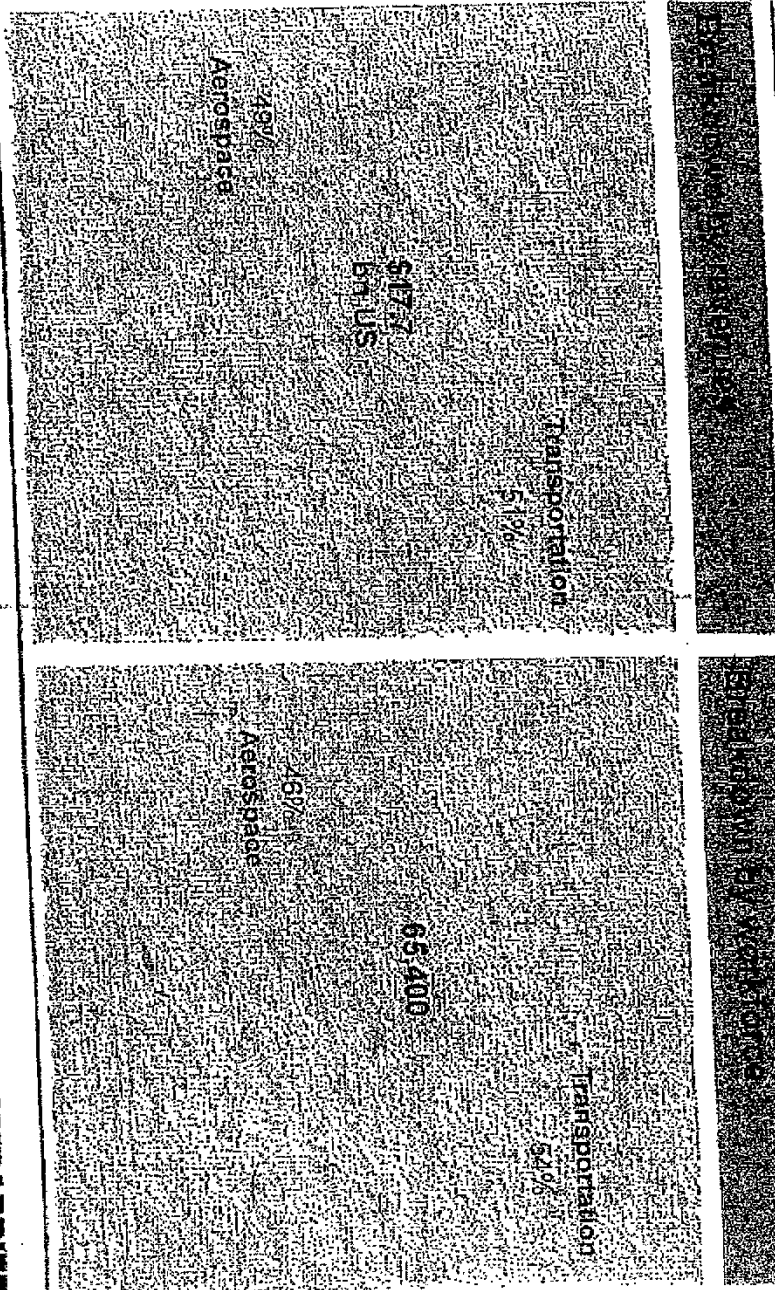


Bombardier

A diversified company



1 for fiscal year ended January 31, 2011

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000063

02181

Content

Bombardier

Bombardier Aerospace

Bombardier Transportation

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000084

02182

ER2182

Bombardier Aerospace Overview



Bombardier Aerospace is a world leader in the design and manufacture of innovative aviation products and related services for the business, commercial, amphibious and specialized aircraft markets.

It also offers Flexjet fractional ownership, Skyjet aircraft charter and management, technical services, aircraft maintenance and pilot training.

BOMBARDIER

Flexjet and Skyjet are trademarks of Bombardier Inc. or its subsidiaries.

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000065

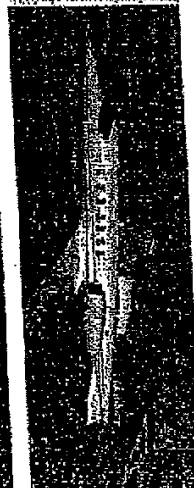
02183

ER2183

Bombardier Aerospace Portfolio

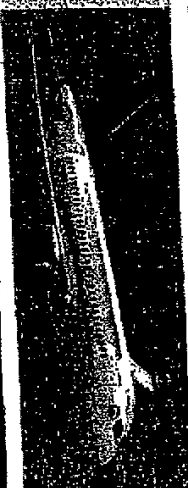
Business Aircraft

- Learjet family
- Challenger family
- Global family



Commercial Aircraft

- Embraer family (E-Series)
- Regional jets (CRJ family)
- Single aisle mainline jets (CSeries)



Amphibious Aircraft



Services and solutions

- Jet travel solutions
- Specialized aircraft solutions
- Customer support and services



BOMBARDIER

Learjet, Challenger, Global, CRJ and CSeries are trademarks of Bombardier Inc. or its subsidiaries.

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 003066

02184

ER2184

Content

Bombardier

Bombardier Aerospace

Bombardier Transportation

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000087

02185

ER2185

Content

Bombardier Transportation

Overview

The Climate is Right for Trains

Our Products and Solutions

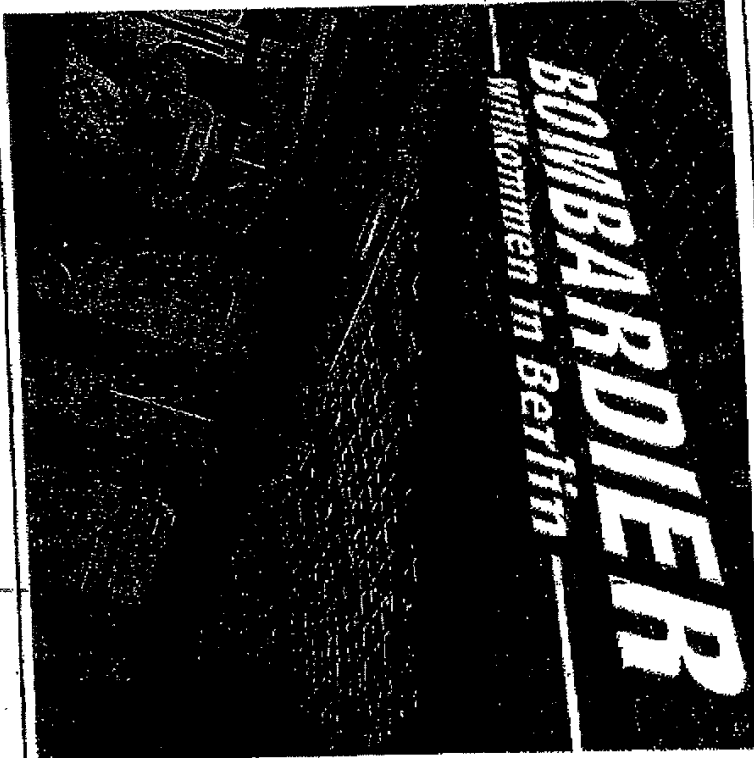
BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000059

02186

Bombardier Transportation Facts & figures



- A global leader in the rail sector
- Broadest product portfolio
- ECO4 technologies for more sustainable mobility
- Worldwide installed base of more than 100.000 vehicles
- Revenues \$ 9.1 bn. US
- Order backlog \$ 33.5 bn. US
- Global headquarters in Berlin, Germany

BOMBARDIER

ECO4 is a trademark of Bombardier Inc. or its subsidiaries.
1 for fiscal year ended January 31, 2011; 2 as at January 31, 2011

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000009

02187

ER2187

Bombardier Transportation

Global expertise – Local presence



BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 090370

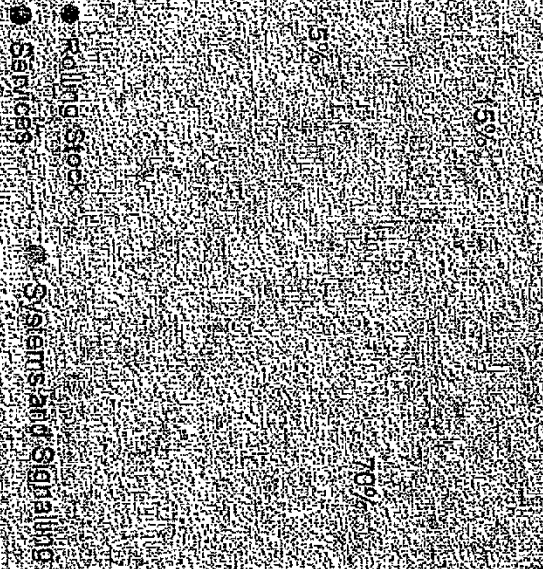
02188

ER2188

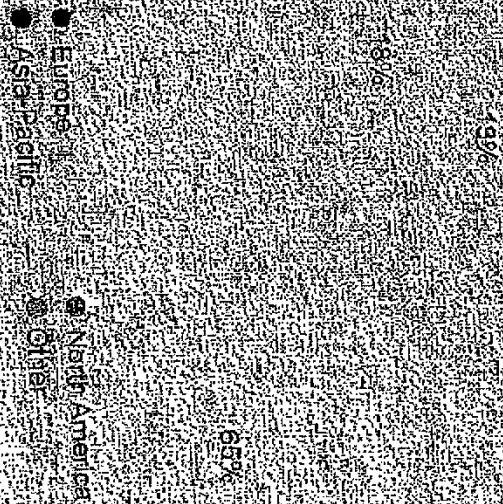
Bombardier Transportation Segmented revenues

Total 2011 revenues: 89.7 bn USD

Revenues by market segment



Revenues by geographic region



12 for fiscal year ended January 31, 2011

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

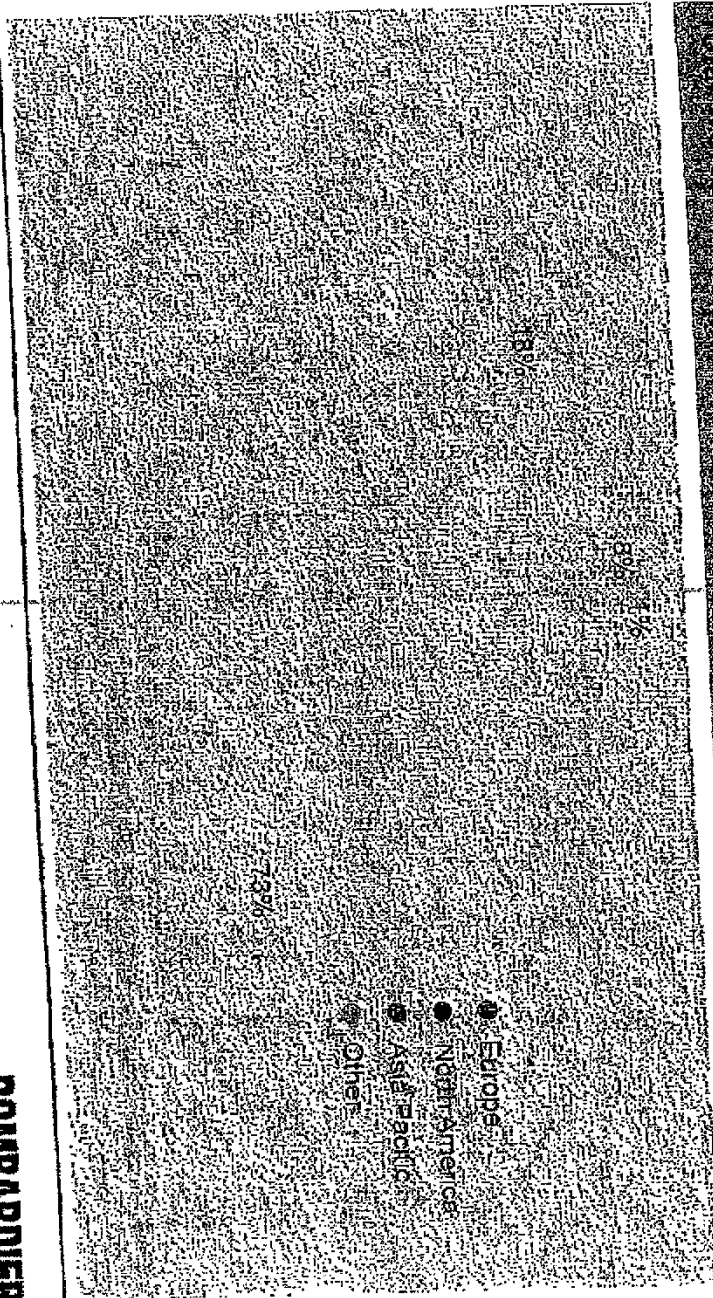
Bombardier 000071

02189

ER2189

Bombardier Transportation Employees by geographic region

Total worldwide employees



1 For fiscal year ended January 31, 2011

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000072

02190

ER2190

Bombardier Transportation

Our strategy

Objectives & scope		Components of our Strategy			
<ul style="list-style-type: none">• Grow EBIT further while maintaining leadership position• Deliver excellent project performance through improved execution• Increase product competitiveness through innovation and customer-driven development• Be the preferred and most reliable partner to our customers• Continue to capitalize on new market opportunities	Way forward	Be #1 in customer satisfaction through flawless execution			
		Raise our game on global talent management			
		Actively manage risks			
		Establish local teams in all key markets			
		Enhance our corporate social responsibility			
Operations		Develop innovative, environmentally conscious products that meet customer needs globally			
		Optimize our footprint/ supply chain and ensure efficient structures			

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

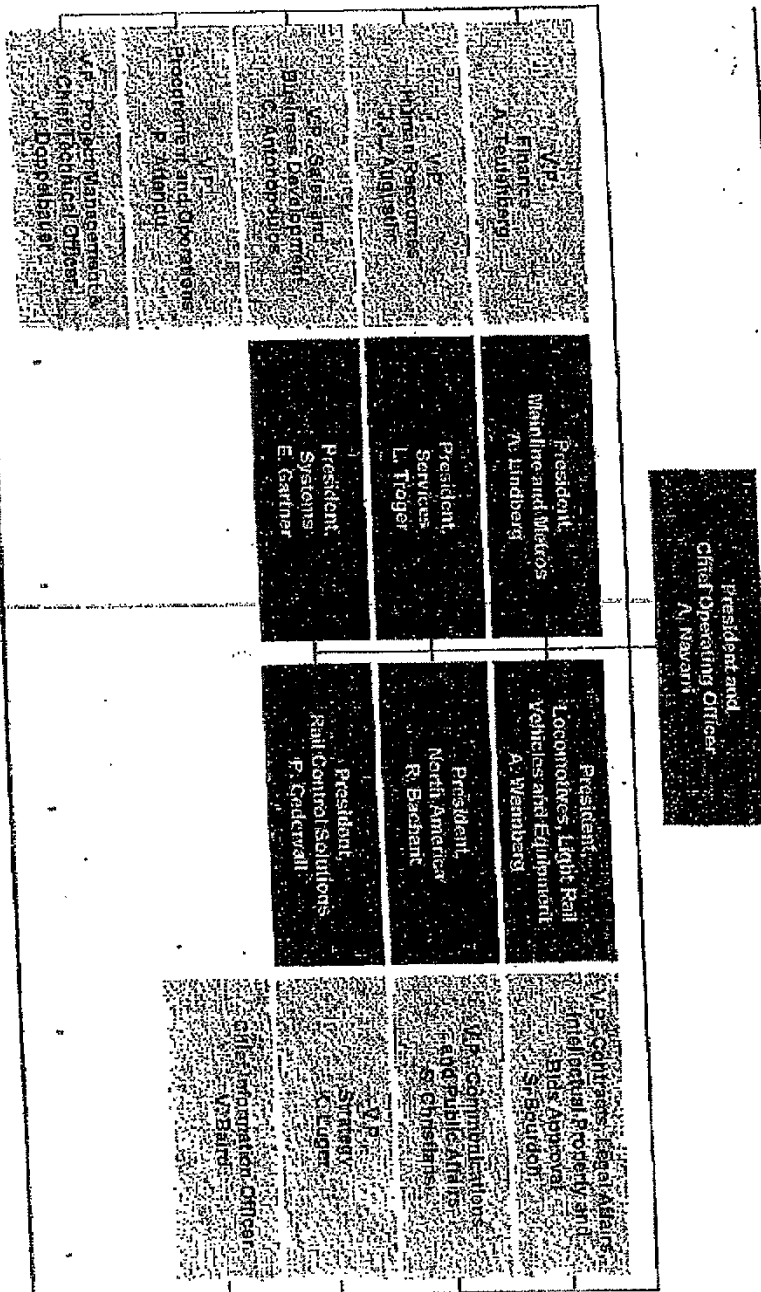
Bombardier 000073

02191

ER2191

Bombardier Transportation

Our divisions and group functions



BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000074

02192

ER2192

Content

Bombardier Transportation

Overview

The Climate is Right for Trains

Our Products and Solutions

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

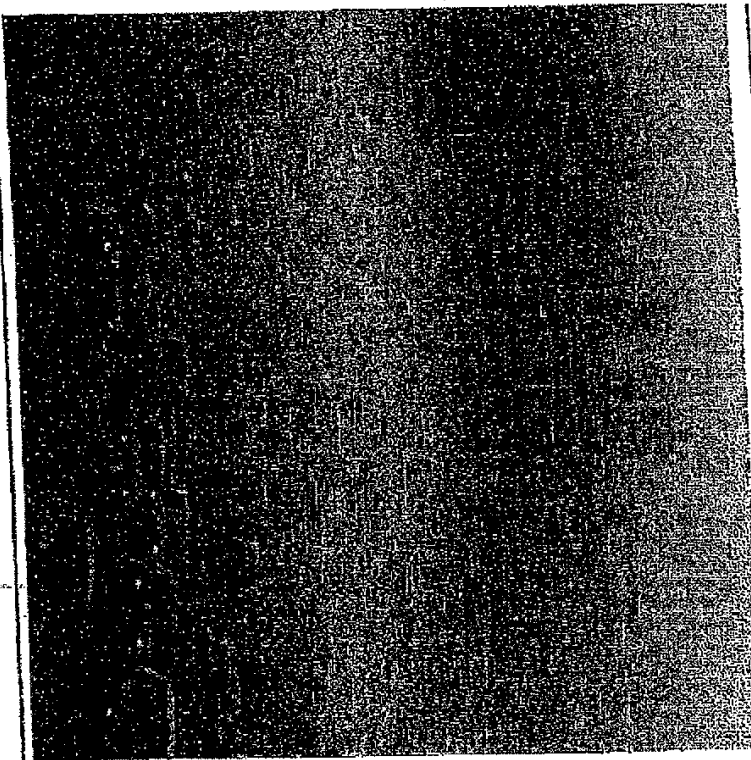
Bombardier 000073

02193

ER2193

The Climate is Right for Trains

Megatrends – Overview



• Climate change

• Urbanization and population growth

• Congestion

• Oil scarcity and price of energy

• Aging of societies

BOMBARDIER

The Climate is Right for Trains is a trademark of Bombardier Inc. or its subsidiaries.

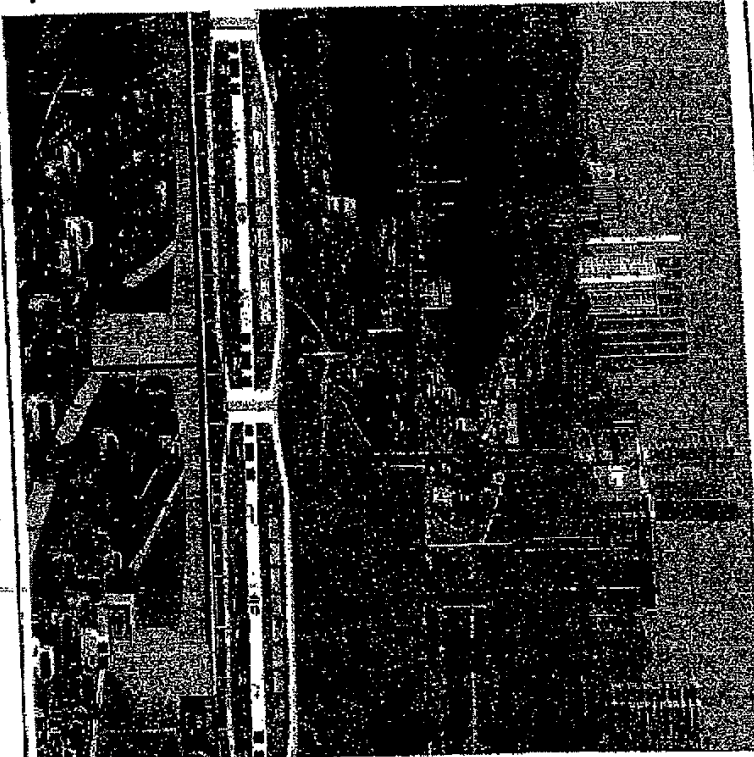
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000079

02194

ER2194

Climate change The climate is right for trains



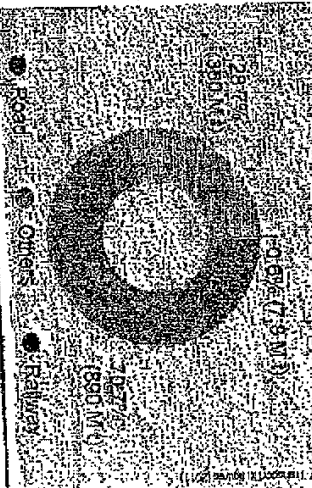
Challenge

CO₂ emissions are a contributing factor to climate change.

Solution

Rail has lower CO₂ emissions than other modes of motorized transport.

Climate change and pollution
CO₂ emissions of transport (EU 2011)



BOMBARDIER

¹ Passenger car, 17 persons/car
The Climate is Right for Trains is a trademark of Bombardier Inc. or its subsidiaries

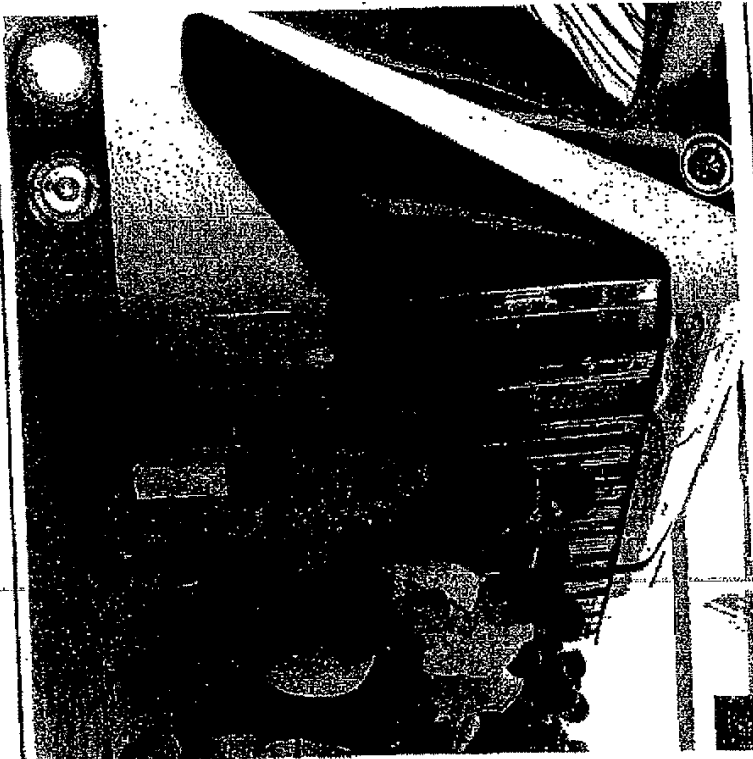
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000077

02195

ER2195

Urbanization and population growth Need for flexible high capacity systems

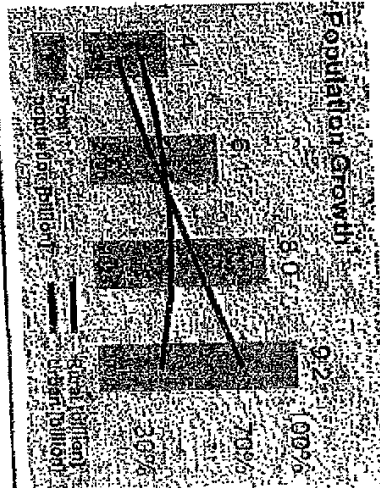


Challenge

Increasing demand for passenger transportation, esp. in urban areas

Solution

Rail provides capacity for projected urban population growth



Source: United Nations Department of Economic and Social Affairs/Population Division.
"World Urbanization Prospects: The 2007 Revision"

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000070

02196

ER2196

Congestion Demand for collective efficiency



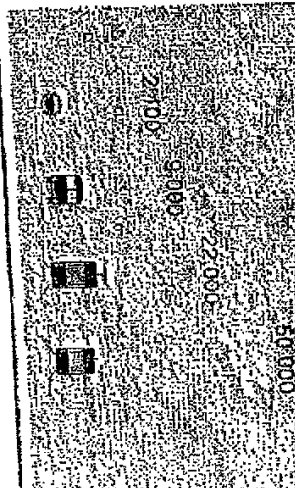
Challenge

Congestion wastes time, energy, money and creates pollution.

Solution

Rail uses considerably less land and carries high number of passengers.

Number of people transported per hour in urban environment¹



¹ Number of people crossing a 3 to 5 metre-wide space in an hour in an urban environment
Source: International Association of Public Transport (UITP)

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 030379

02197

ER2197

Oil scarcity and price of energy Need for reduced consumption and energy savings



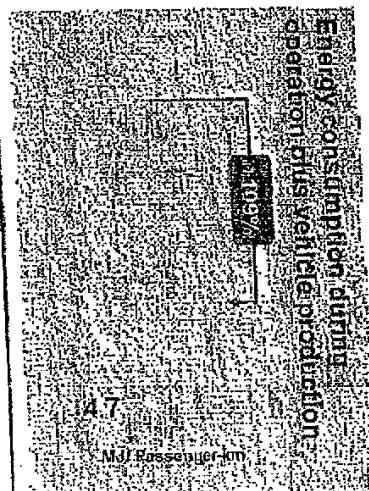
Challenge

Oil becoming scarce and energy prices will continue to be volatile

Solution

Rail consumes dramatically less energy

Energy consumption during operation plus vehicle production



Source: Report DOE/EIA-0484(2008), Release Date: September 2008
"Better urban mobility in developing countries", JAPF, 2003

Federation of Canadian Municipalities, National Transit Strategy, March 5, 2007

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000080

02198

ER2198

Demographic changes Need for accessible mass transit

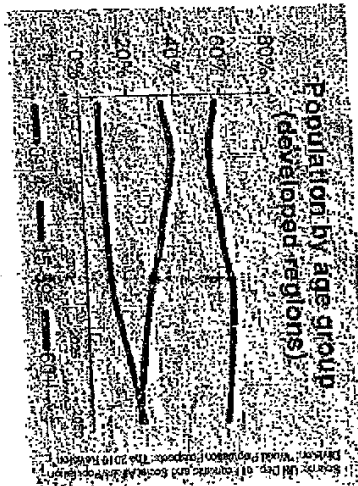


Challenge

Aging of population (esp. in developed countries)

Solution

Rail provides easily accessible transport systems to all age groups



Source: United Nations Department of Economic and Social Affairs, Population Division
"World Population Prospects: The 2006 Revision", 17 March 2007

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000031

02199

ER2199

Content

Bombardier Transportation

Overview

The Climate is Right for Trains

Our Products and Solutions

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000082

02200

ER2200

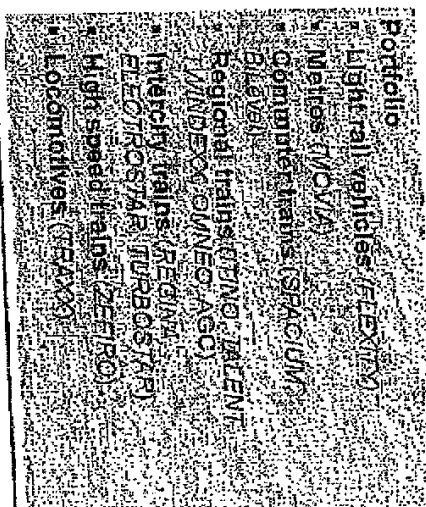
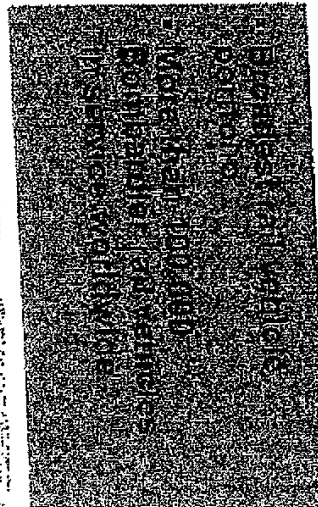
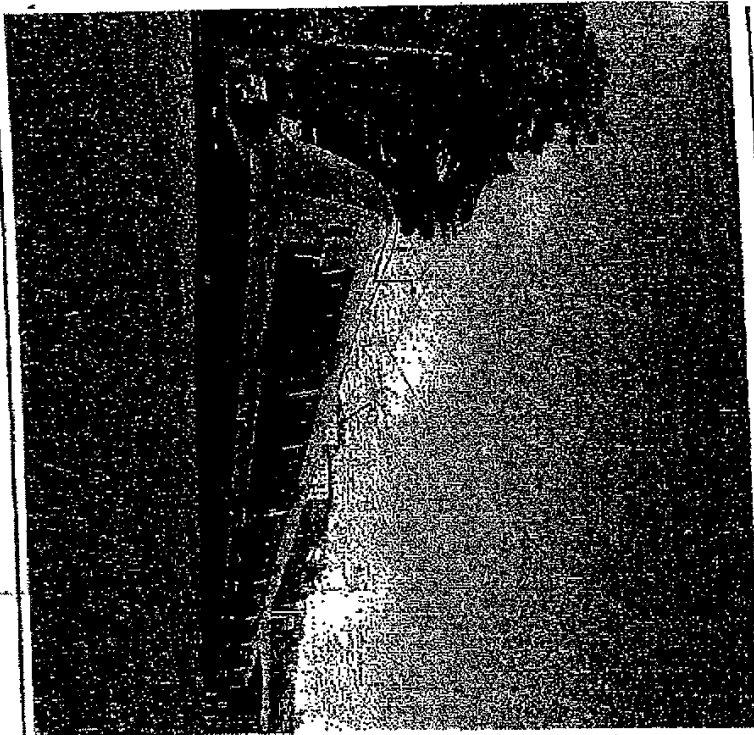
02201



- machines
range of
vehicles.
- Full scope of
service over the
lifetime of a
vehicle.

© Bombardier Inc. or its subsidiaries. All rights reserved.

Products and solutions Rail vehicles



23 FLEXTY, MOVIA, SPACIUM, BLAWEI, TINO, TALENT, TWINDEX, OMNEO, REGINA, ELECTROSTAR, TURBOMOTIVE, ZEFIRO and TRAXX are trademarks of Bombardier Inc. or its subsidiaries.

BOMBARDIER

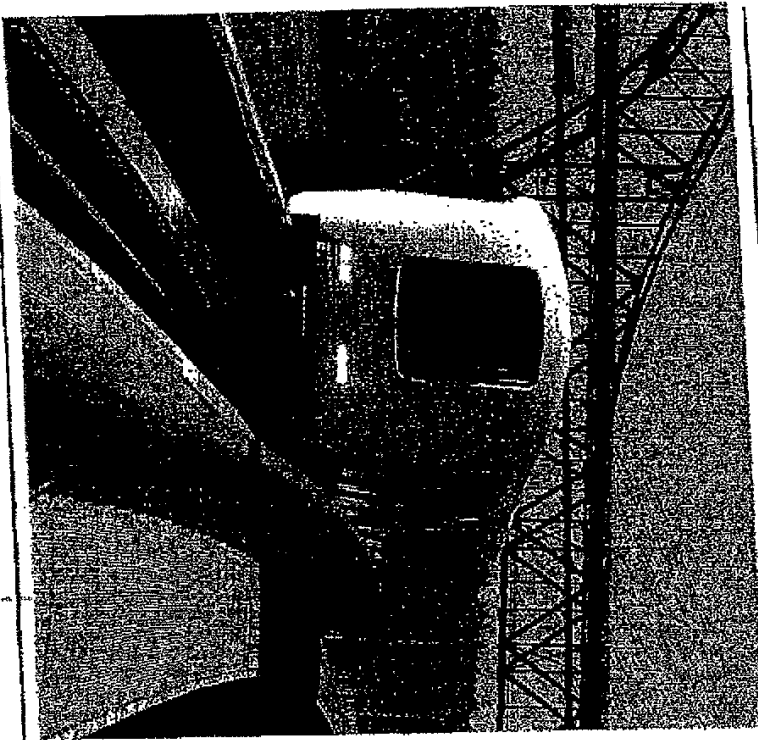
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000084

02202

ER2202

Products and solutions Transportation Systems



Bombardier over 60 years of experience
worldwide
Over 40 years of experience
in systems engineering and
integration

Portfolio

- Monorail systems (INNOVIA Monorail)
- APM systems (INNOVIA APM)
- Light rail systems
- APT systems (INNOVIA Metro)
- Metro systems
- Inter-city systems
- Transit Security (SEKURFLO)

BOMBARDIER

APM=Automated Peoplemover
INNOVIA and SEKURFLO are trademarks of Bombardier Inc. or its subsidiaries.

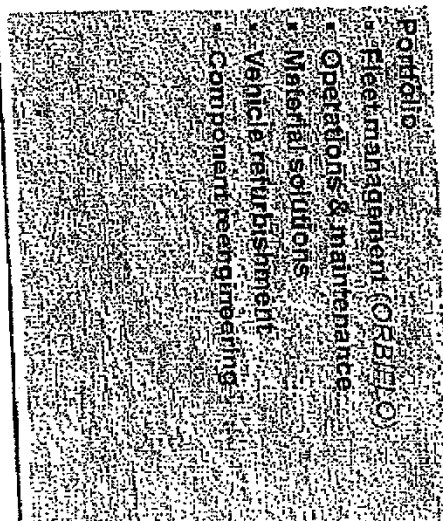
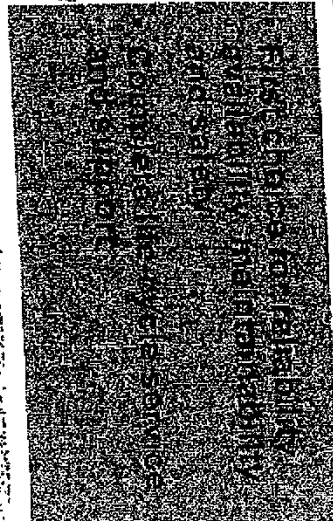
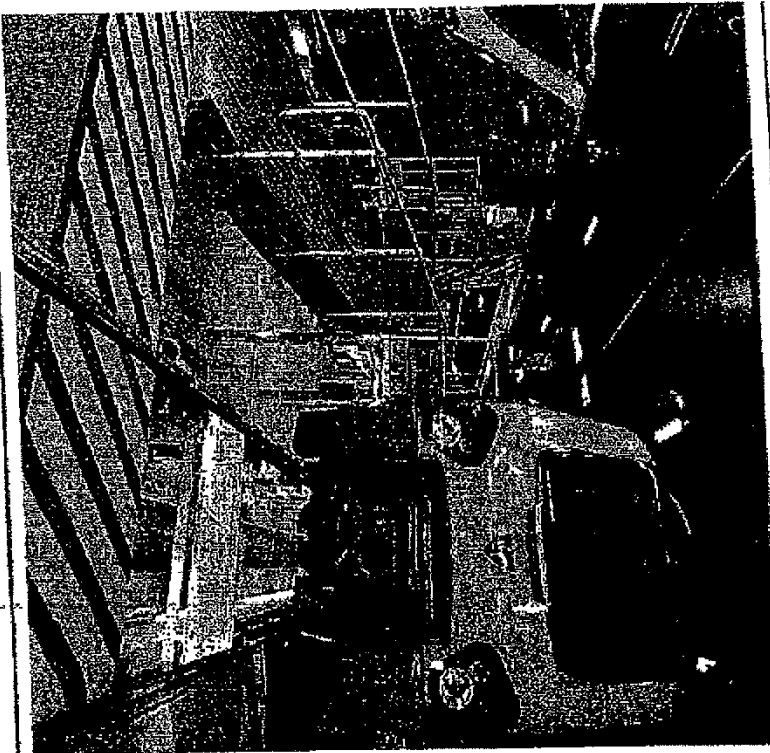
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 009085

02203

ER2203

Products and solutions Services



27 CRJ/FLO is a trademark of Bombardier Inc. or its subsidiaries.

BOMBARDIER

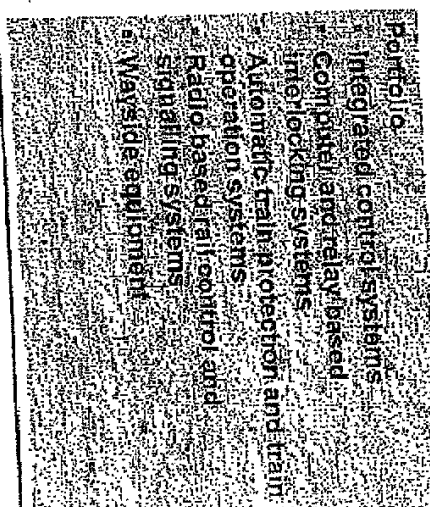
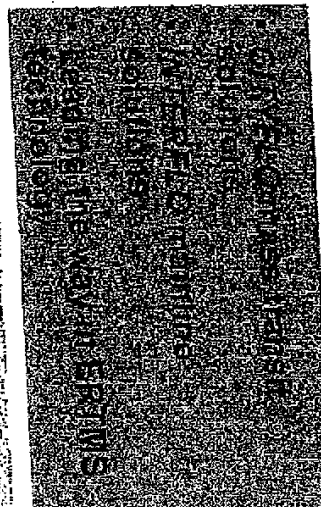
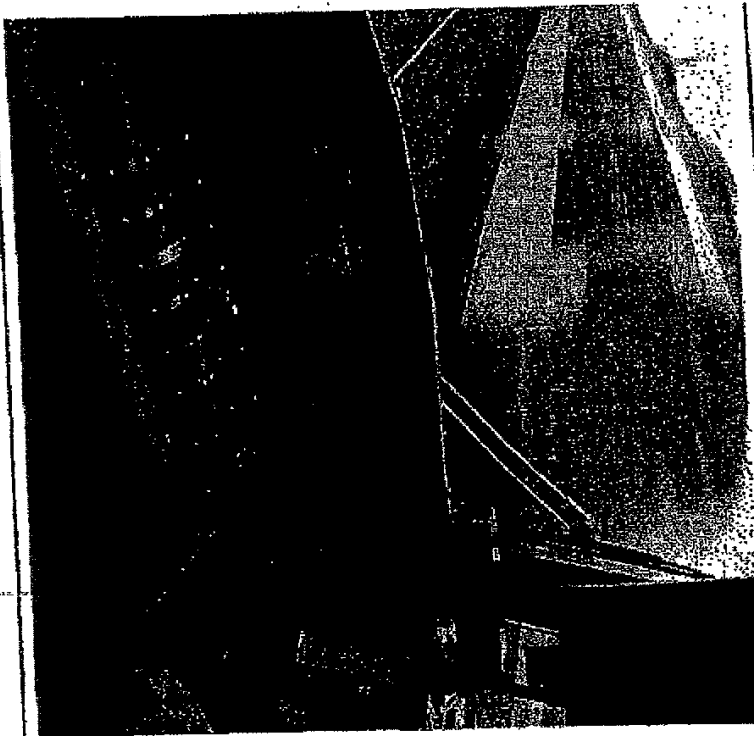
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000086

02204

ER2204

Products and solutions Rail Control Solutions



ERTMS® European Railway Traffic Management System
CITYFLO, INTERRAIL are trademarks of Bombardier Inc. or its subsidiaries.

BOMBARDIER

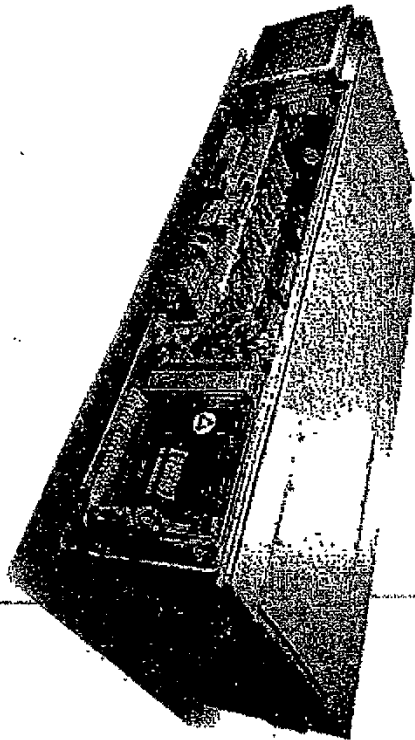
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000987

02205

ER2205

Products and solutions Propulsion and Controls



MITRAC is the heart
of your machine on the
road.
Leading propulsion and
control solutions and power
equipment for rail, off-highway
and marine applications.

Portfolio
• Traction converters
• Auxiliary converters
• Traction drives
• Control and communication

BOMBARDIER

29

MITRAC is a trademark of Bombardier Inc. or its subsidiaries.

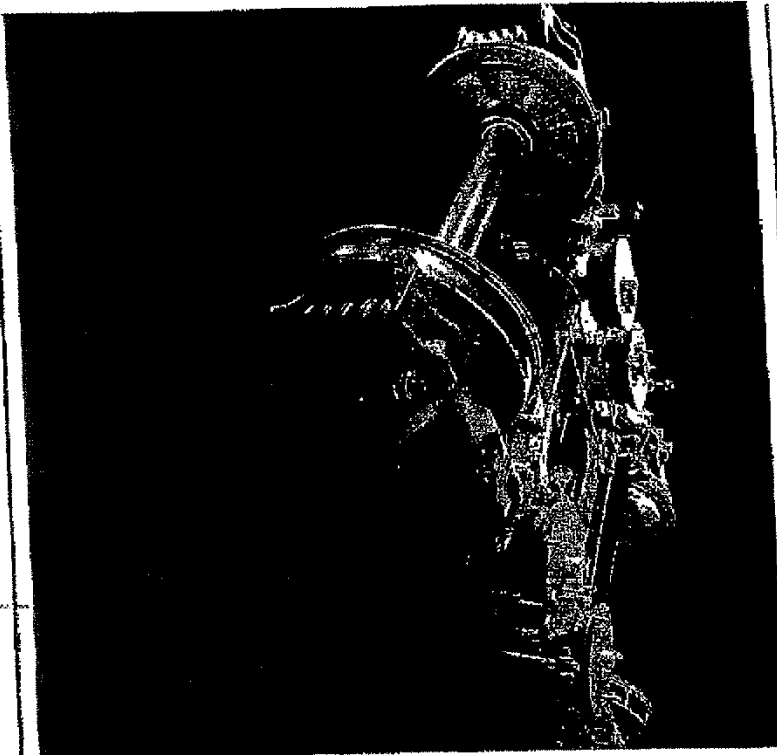
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier UDD089

02206

ER2206

Products and solutions Bogies



More than 100 different FLEX bogies are available worldwide. Most of them are designed for high speed, long distance, and heavy haulage. They are also used in urban and suburban rail systems.

Portfolio

- S - FLEX Light for Trams and Light Rail Vehicles
- M - FLEX Metro for Metro and Mass Transit Applications
- M - FLEX Bogies for Regional Long Distance and High Speed Trains
- F - FLEX Power for Locomotives

BOMBARDIER

FLEX is a trademark of Bombardier Inc. or its subsidiaries

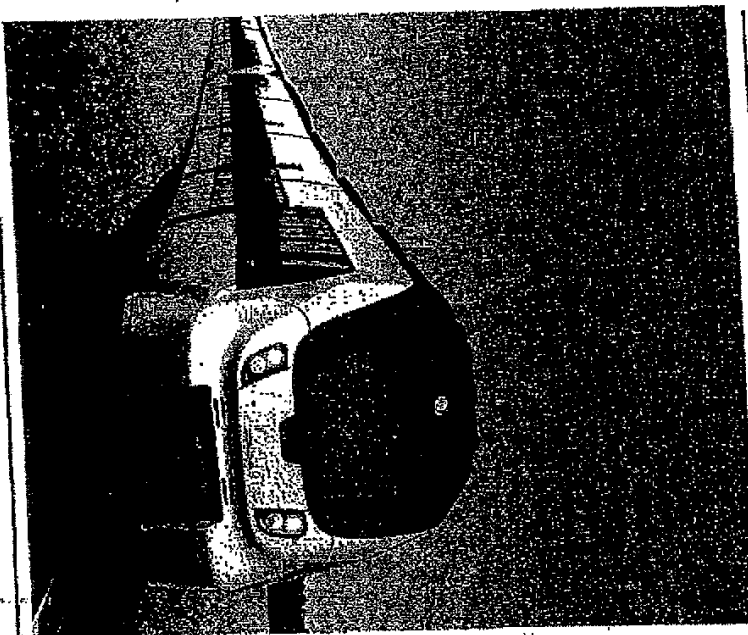
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000019

02207

ER2207

Our products and solutions ECO4: the formula for total train performance



ECO4 technologies

- Modular portfolio of innovative technologies and solutions that add value to trains and services
 - Ideal response to wide spectrum of performance requirements
 - Easy customization to any fleet
- ### Benefits to our customers
- Save energy
 - Improve efficiency
 - Achieve sound economic value
 - Protect the environment

34

ECO4 is a trademark of Bombardier Inc. or its subsidiaries.

eco4 BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000030

02208

ER2208

02209

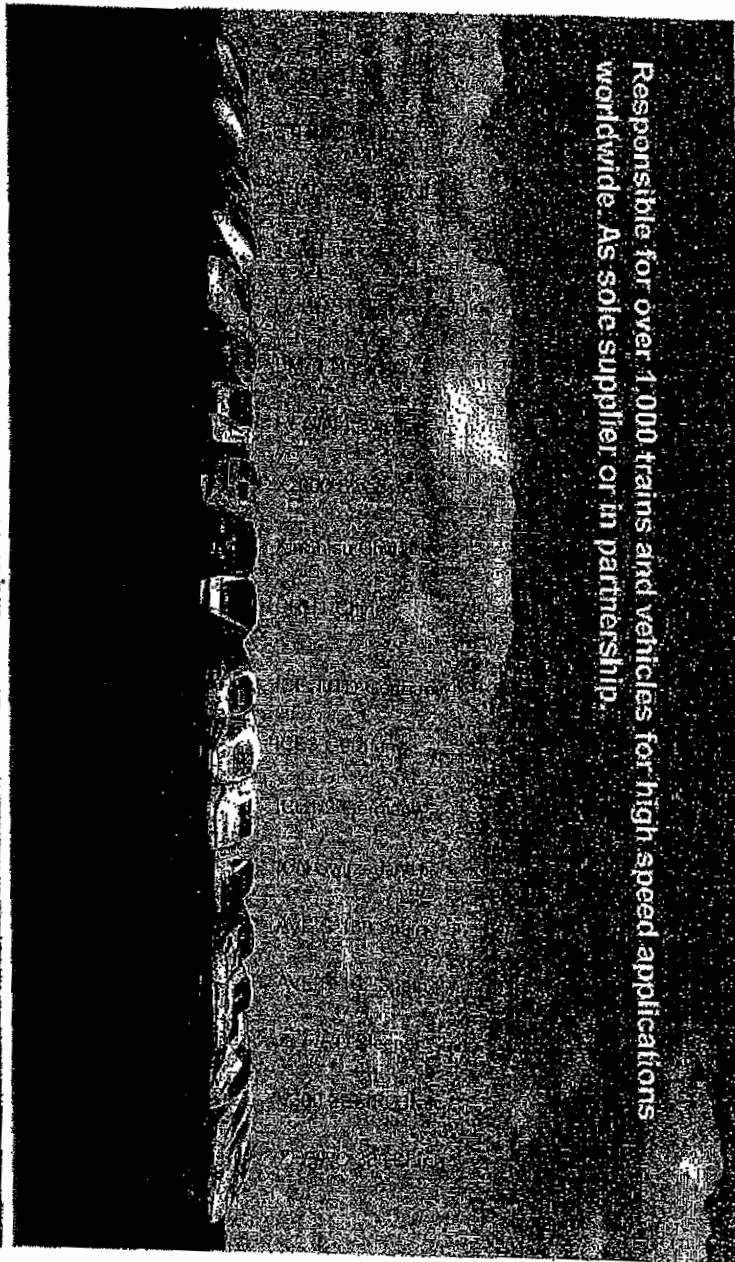
Cambridge 000091



© Bombardier Inc. or its subsidiaries. All rights reserved.

Our products and solutions Superior experience in high speed rail

Responsible for over 1,000 trains and vehicles for high speed applications worldwide. As sole supplier or in partnership.



38
TGV, REGINA and ZEFIRO are trademarks of Bombardier Inc. or its subsidiaries.
* Manufactured by Bombardier Shuang Power (China) Transportation Ltd.
** Manufactured in cooperation with a strategic partner.

BOMBARDIER

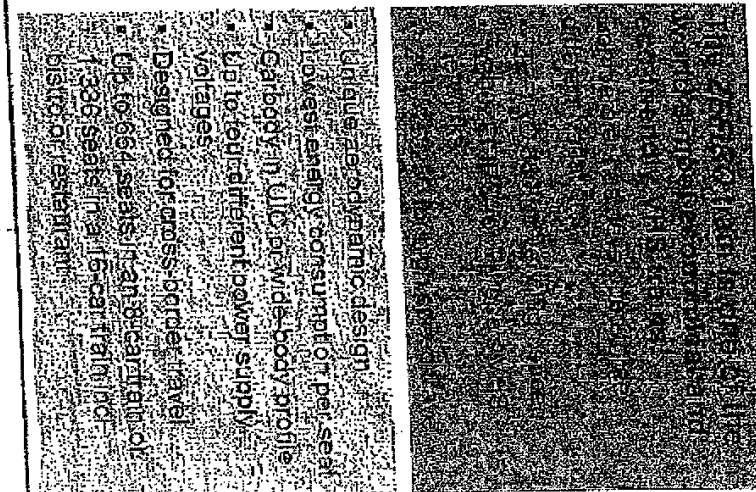
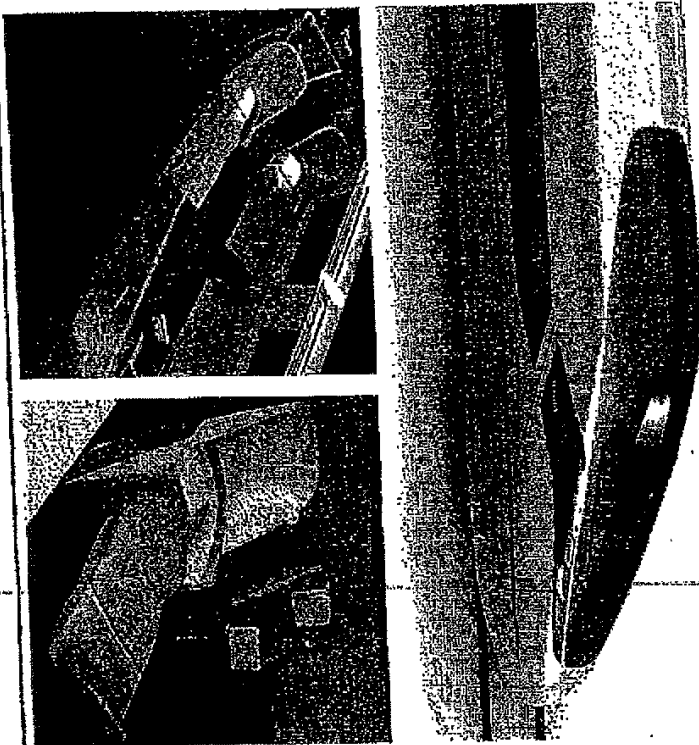
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000092

02210

ER2210

Our products and solutions ZEFIRO - A new sense of speed



- Unique aerodynamic design
- Lowest energy consumption per seat
- Carbody in GRC provides body profile
- Up to four different power supply voltages
- Designed for cross-border travel
- Up to 664 seats in 8-car train or 1,386 seats in a 16-car train in a bistro or restaurant

34

ZEFIRO is a trademark of Bombardier Inc. or its subsidiaries

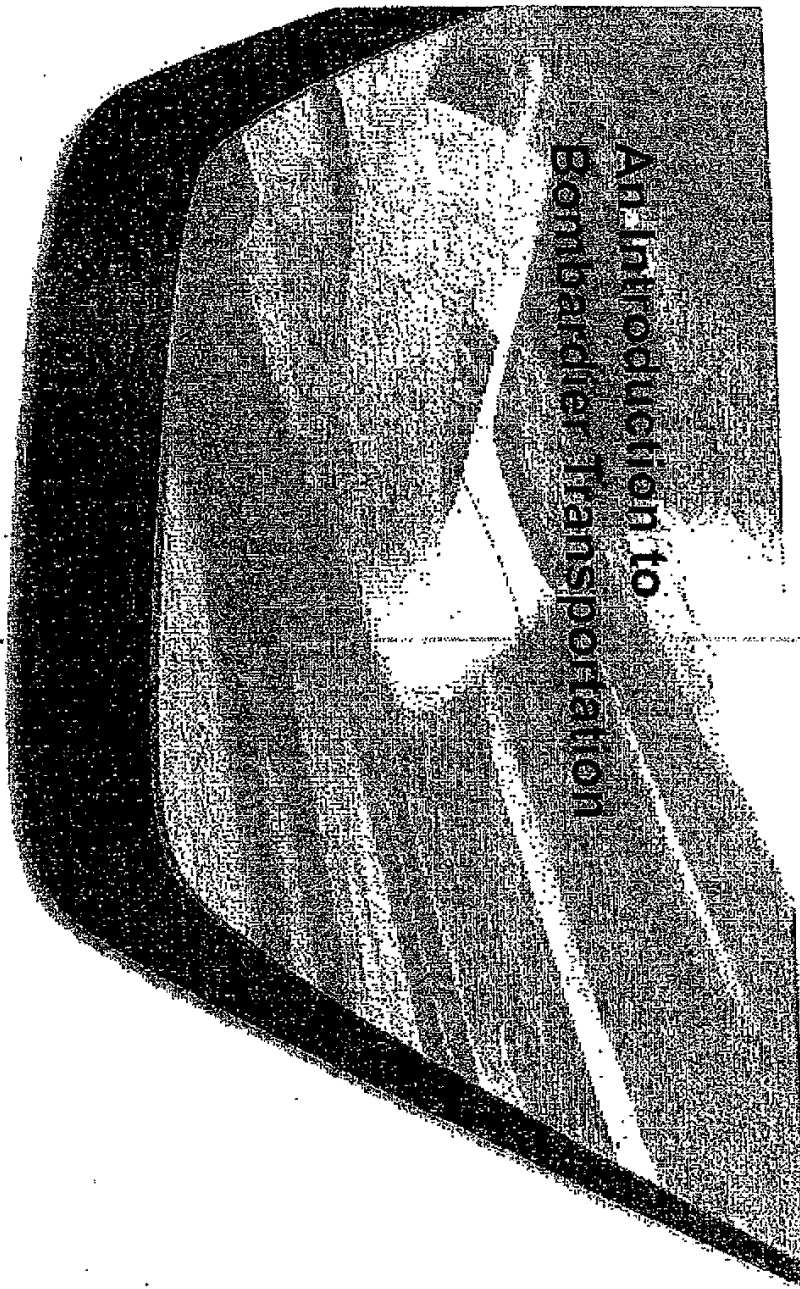
BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000093

02211

ER2211



An Introduction to Bombardier Transportation

The Climate is Right for Trains

BOMBARDIER

Bombardier 070034

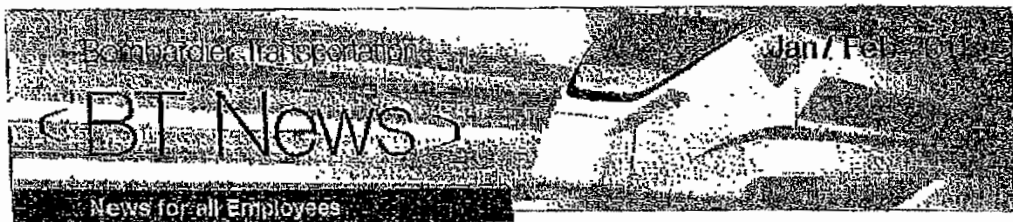
02212

ER2212

EXHIBIT 23

02213

ER2213



German Operator Deutsche Bahn Orders New Coaches and Locomotives

Bombardier Transportation (BT) has won an order worth about 362 million euro to deliver 137 BOMBARDIER® TWINDECK® double-deck coaches and 27 BOMBARDIER® TRAXX® locomotives for long-distance routes to Deutsche Bahn AG (DB). The latest-generation TWINDECK 2010 double-deck coaches and TRAXX P180 AC locomotives are due to enter service on DB's long-distance routes in December 2013.

The contract involves TWINDECK double-deck cab cars and intermediate coaches with high/low-floor entrances. It is part of a framework agreement signed in December 2008. The locomotives order is also part of a framework agreement signed in 2000. This latest order marks the first time that DB has requested TWINDECK double-deck coaches for long-distance routes. Bombardier double-deck coaches have been operating successfully on the DB regional network since 1998.

Grego Peters, President Business Unit Germany and Scandinavia, said: "Together with Deutsche Bahn AG, we

are launching a new chapter for double-deck coaches. We are delighted that DB has now decided to introduce our successful double-deck units on its long-distance routes as well."

Ala Wennberg, President Locomotives and Equipment, said: "DB has once again turned to our high-performance, reliable and maintenance-friendly TRAXX platform. We are proud that our locomotives will now become an important part of DB's new long-distance route concept. They form an ideal combination with our TWINDECK 2010 double-deck coaches."

The new coaches are designed for a top speed of 160 km/h and will be built at our site in Gditz, Germany. The final assembly of the locomotives will take place at our site in Kassel, Germany, while the carboodies will be produced at our site in Wrocław, Poland. The bodies for both the coaches and locomotives are manufactured at our site in Slangen, Germany.

© 2011, Bombardier Inc. or its subsidiaries. All rights reserved.



137 TWINDECK coaches and 27 TRAXX locomotives will serve long distance routes in Germany



Bombardier Signs Strategic Agreement with China
Bombardier and China's Ministry of Railways (MOR) signed a Memorandum of Understanding aimed at strengthening their strategic partnership in the development of various products and systems, from high speed and regional trains to the newly established China Railway Signal and Communication Corporation. The agreement was signed at the UIC High Speed Congress in Beijing by China's Minister of Railways, Liu Zhijun, and BT President, Anders Navari.

"China has a clear vision of the critical role rail must play in sustainable economic development, and is making the strategic investments necessary to ensure that vision is realised," said Mr Navari. "We are pleased to have worked

closely with the MOR and our local partners in the past and look forward to working together in the development of new, game-changing technologies. Read more about our latest achievements in China inside.

Signing Ceremony



Anders Navari and Minister Liu Zhijun sign the Memorandum of Understanding

News for all Employees

News from across BT

Bombardier Signs Agreement with Russian Railways
BT Signalling B.V. has signed an agreement to purchase a stake in the signalling equipment manufacturer United Electrical Engineering Plants, known as Eteza. Eteza is a subsidiary of Russian Railways (RZD). Initially, BT Signalling B.V. will purchase a 25 per cent stake in Eteza. Following further approval, BT Signalling B.V. will increase its stake to nearly 50 per cent. RZD will remain the majority shareholder.

The agreement was signed at a ceremony in Moscow by Pierre Beaudoin, President and CEO of Bombardier Inc, and Vladimir Yakunin, President of Russian Railways. This new agreement will lead to the creation of an Eteza department dedicated to new technologies and focusing on the manufacture of products including BOMBARDIER® EBI® Lock 850 as well as the latest generation of wayside products.

Our EBI Lock 850 computer-based interlocking system was commissioned at the 100th railway station in Russia on December 26, 2010, going into operation on the Eastern Siberian branch of Russian Railways.



Pierre Beaudoin (left) and Vladimir Yakunin sign the agreement in Moscow

Gautrain Fleet Delivery Complete



In South Africa, local workers completed the last BOMBARDIER® ELECTROSTAR® train for the Gautrain rapid rail link on time. The final delivery of the

24 four-car trains marks a highly successful transfer of know-how and an excellent working relationship between BT and its South African partners.

Our facility in Derby, United Kingdom, manufactured the first 15 ELECTROSTAR cars for export to South Africa. The remaining 91 vehicles were supplied as flat pack deliveries of roof, underframe, cab and intermediate end modules, for final assembly in South Africa.

2/1

Signalling Technology for Shenzhen Metro Line 3



Our BOMBARDIER® CITYFLO® 650 mass transit signalling solution has been delivered for the first phase of the Shenzhen Metro Line 3, in southern China. This is the first application of our communication-based train control signalling technology on a steel-wheel, mass transit line in China. The line was officially opened on December 28, 2010.

New Orders

January 5 - Third Major Signalling Contract in Latvia
Customer: Consortium of civil works companies led by Skonto Buve, for delivery to Latvian Railways
Value: 9.25 million euro for the design, installation, test and commissioning of BOMBARDIER® INTERFLO® 200 solution, comprising EBI Lock 850 CB Release 4, EBI Screen 2000 control room and EBI Gate 2000 level crossing systems
Delivery: Scheduled to enter commercial operation in 2014 on 100 km of double-track with five stations on the main East - West corridor.

December 22 / January 4 - Operation and Maintenance at US Airports



Customer: City and County of Denver, Department of Aviation / Houston Airport System

Value: 77 million euro for the operation and maintenance (O&M) of BOMBARDIER® INNOVIA® APM 100 system at Denver International Airport, from 2011 to 2017, plus 20 million euro for O&M of our same system at George Bush Intercontinental Airport, Houston, from 2011 to 2015, with the possibility of extending to 2020.

December 23 - Locomotives for Railpool in Germany



Customer: Railpool GmbH
Value: Approximately 120 million euro for the supply of a total of 88 TRAXX locomotives

Delivery: First locomotives planned for July 2011. All of the vehicles are planned to be in service by November 2013.

December 14 - Additional Order from Israel Railways



Customer: Israel Railways
Value: 115 million euro for a further 72 double-deck coaches, part of a framework agreement concluded last October, which included a firm order for 78 coaches and foresees optional batches. Since the vehicles will be manufactured at our Götzsitz site in Germany and in Israel.

BOMBARDIER

Bombardier 000102

02215

News for all Employees

Our People

Employee Engagement Survey 2011 Launched
Your feedback is vital in helping Bombardier address areas of concern and highlight our successes. That is why all BT colleagues are asked to complete this year's Employee Engagement Survey, which should not take more than 20 minutes. The survey was officially launched on Monday, January 31, and runs until Friday, February 18. It supports the second pillar of our Way Forward programme to raise our game in global talent management.

The survey is an important tool for measuring, understanding and developing appropriate action planning to optimise our working environment at BT and to ensure we all enjoy our work and succeed at what we do. All survey responses will remain anonymous and confidential. As in previous years, the consulting firm Hay Group will administer the survey on behalf of BT.



What do YOU think?

This year, the same provider will manage the survey for all

Bombardier employees worldwide with a common set of 35 questions which employees at Aerospace, Transportation, Flexjet and the Head Office will all complete.

The results of the survey will be shared with employees once they are available during the second quarter of the year. To ensure areas of concern are addressed effectively, an action planning tool will be made available to help our leaders develop robust follow-up action plans based on combined anonymous results for their teams.

Have you had your PMP conversation with your manager?
Now is a great opportunity for you to review your performance in 2010 and discuss your objectives and development for 2011 with your manager. An upgraded and more user-friendly version of the eHR/SIGAL tool is now available. In particular, the eHR/SIGAL tool is easier and faster to use. Please note that the 2010 PMP has to be completed in the old eHR/SIGAL version. Your current eHR/SIGAL username and password works for both system versions.

Promoting Bombardier

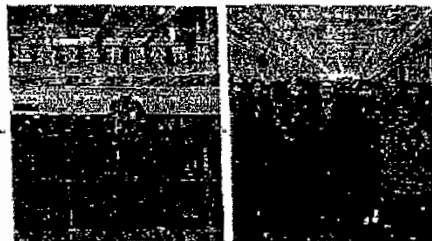
Strengthening Our Presence in China

Senior BT colleagues travelled to the Chinese capital Beijing for the seventh World Congress on High Speed Rail as well as inaugurating our new production plant in Qingdao, in December. A top-level delegation from BT received a warm welcome from the Chinese Ministry of Railways (MOR) on their visit to this rapidly developing key railway market.

* PMP is a voluntary process for senior executives

Our BOMBARDIER® ZEFIRO® 380 very high speed train, designed for the country's vast rail network, took centre stage at the exhibition Modern Railways 2010, coinciding with UIC Highspeed 2010, the seventh World Congress on High Speed Rail. It was the first time the congress was held outside Europe, in recognition of China's accomplishments in high speed rail development. China already boasts the world's longest high speed rail network at 7,631 km, with more than a further 10,000 km under construction.

As well as signing a multi-level Strategic Cooperation Agreement with MOR, BT President André Navard took part in the inauguration ceremony at our Qingdao plant, to which all employees of Bombardier Gifang (Qingdao) Transportation (BST) were invited. The new plant covers about 90,000 sqm. BST currently has 2,000 employees, expected to grow to more than 3,600 by the end of 2011.



The grand opening ceremony in Qingdao

BT Gains Top Marks at Recruitment Fair

A survey of 140 students who attended the recent Recruiting Days of the ESCP business school in Berlin, Germany, gave Bombardier Transportation (BT) the highest score out of more than 30 companies that took part in the event. Nine colleagues from BT - including six ESCP alumni - participated, giving a company presentation as well as holding a workshop about our Global Graduate Programme.

Bombardier at MercatiTreno 2010

BT was the only manufacturer invited to the second International Forum for the development of Rail Cargo Transport, held at La Sapienza University, in Rome, Italy. The theme of this year's event was the dialogue which is necessary between rail, road and sea operators in order to achieve a more efficient transport network, and to promote ever more capable and effective rail-road-sea integration. BT was represented by Alberto Lucchini, Sales Director Locomotives.

Our site Kassel, Germany



Site overview

The Kassel site is our oldest – it celebrated its 200th anniversary last year. Over 34,500 steam, diesel and electric locomotives have been produced here to date. The site's product palette ranges from heavy haul locomotives via the **TRAXX** and **BOMBARDIER ALP** platform locomotives through to high-speed power heads.

About 760 employees work at the site, where modular production takes place under a single roof. Production – synchronous pre-assembly and the clocked final assembly – takes place in five sections of a single large hall. As part of our production network, our Wrocław site in Poland supplies the locomotive carboodies, while the bogies come from our Siegen site in Germany. The ready-assembled locomotives are then mounted on their bogies. Testing starts soon after in the same hall, with homologation also part of the process chain.

Short history and milestones

- 1810 - Factory founded by Georg Henschel
- 1849 - "Dragon" steam engine makes switch to innovative locomotive manufacturing
- 1905 - Production of electric locomotive parts
- 1929 - Production of standard steam locomotives for passenger and freight transport
- 1947 - Breakthrough in production of high-performance diesel locomotives
- 1985 - Delivery of first prototype ICE power head (ET 410)
- 2003 - **TRAXX** brand and **TRAXX MS** locomotives introduced
- 2009 - The site reaches its highest production rate to date of 49 locomotives per month
- 2010 - Presentation of the first **DUAL POWER** locomotive (called the **ALP-45DP**, made in Kassel) at InnoTrans

Main products and contracts

- **TRAXX P140** AC, MS and DE locomotives for freight transport for a range of European customers
- **TRAXX P150** AC and DE locomotives for passenger transport in Germany
- High-speed power heads of up to 260 km/h and even 360 km/h for Spain (in partnership with Talgo Spain)



- **ALP-48**, **ALP-48A** and **ALP-45** Dual Power locomotives for North America
- **ICRE** heavy haul locomotives for iron ore transport in Sweden

Meet Site General Manager Stefan Riopa



Building ship models, but not the ready-made ones – obtaining construction plans, researching the relevant data and sources, browsing through museums and the Internet. That is one of my favourite hobbies. And much of this hobby also

characterises my working style. The fun involved, of guiding a process from the initial idea through to completion. And my continuous interest in new challenges.

I have been the General Manager in Kassel since 2001, before which I was production manager for new-built locomotives at the Kassel site, after completing my studies in machinery construction in Kassel. Everything has changed here during the course of my employment: the customers, the products, the plant itself – because this was built around the new requirements of new customers and the resulting new products. This for example paved the way for the vision of producing 100 locomotives per year becoming a reality – a reality which occasionally exceeds the original vision.

What does "Moving into High Gear" mean to me? It is an encouragement, to move beyond conventional thinking and to think about what the future should look like. Creativity within the realm of feasibility – this is a rare skill today which requires generalists with a desire for implementation. And this is the way I am in my private life: model-building is not my only passion. When I am not spending time with my family, I take to the road on my racing cycle. Or I read, from novels through autobiographies to non-fiction works.



Editor: Rudolf Richter, Group Communications
rudi.richter@de.transport.bombardier.com
Tel. +49 30 90607 118

BOMBARDIER

Bombardier 000104

An Inspiring Place to Work



At Bombardier Transportation, you have the opportunity to grow to your full potential, professionally and personally.

Everywhere we operate, we reward effort and initiative. You are encouraged to ask questions and empowered to make decisions. As an equal opportunity employer, we strive to create a stimulating and open workplace which fosters teamwork, fairness, respect and diversity.

Simply put, we put people first.

The Climate is Right for Trains

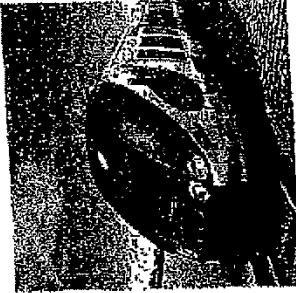
BOMBARDIER

Bombardier 000105

02218

Airplane of the 21st Century: Global Solutions

<ul style="list-style-type: none"> • Liquid crystal displays • Active noise control • Engine vibration control • Fuel control and management systems • Low/high speed winds • Landing gear 	<ul style="list-style-type: none"> • Thrust reversers • Auxiliary power units • Fuel control and management systems • Fuel control and management systems • Low/high speed winds • Landing gear 	<ul style="list-style-type: none"> • Fuel management • Fuel control and management systems • Fuel control and management systems • Fuel control and management systems • Fuel control and management systems • Fuel control and management systems 	<ul style="list-style-type: none"> • Cabin air conditioning • Cabin air conditioning • Cabin air conditioning • Cabin air conditioning • Cabin air conditioning • Cabin air conditioning 	<ul style="list-style-type: none"> • Engine control and management systems • Engine control and management systems • Engine control and management systems • Engine control and management systems • Engine control and management systems • Engine control and management systems 	<ul style="list-style-type: none"> • Engine control and management systems • Engine control and management systems • Engine control and management systems • Engine control and management systems • Engine control and management systems • Engine control and management systems
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



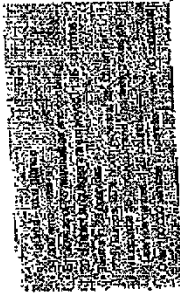
At Bombardier Transportation, we recognize that we can make a significant contribution to the success of our customers. We have a strong commitment to the success of our customers, and we are committed to the success of our customers.

The engine of sustainable mobility

We make a strong commitment to sustainability. We are committed to the success of our customers, and we are committed to the success of our customers. We are committed to the success of our customers, and we are committed to the success of our customers.

Challenging and dynamic

We help develop people and ideas. We are committed to the success of our customers, and we are committed to the success of our customers. We are committed to the success of our customers, and we are committed to the success of our customers.



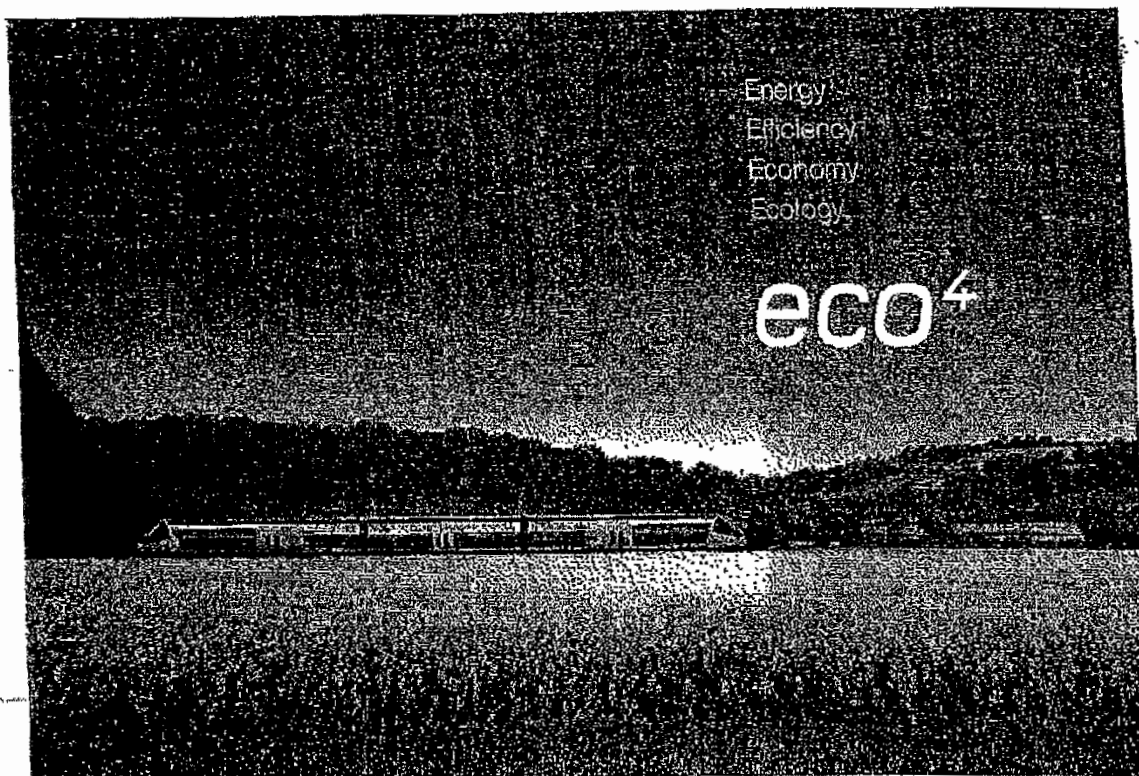
Truly global leader

We are a truly global leader. We are committed to the success of our customers, and we are committed to the success of our customers. We are committed to the success of our customers, and we are committed to the success of our customers.

We are a truly global leader. We are committed to the success of our customers, and we are committed to the success of our customers. We are committed to the success of our customers, and we are committed to the success of our customers.

Bombardier 000108

Combustion - Power to Thrive



Energy
Efficiency
Economy
Ecology

eco⁴

ECO4 — the formula for energy-saving performance

We are helping create a better world. By making a difference today, we are helping create a better world for future generations. Having pioneered the philosophy of "The Climate is Right for Trains", we demonstrate this rationale by offering vehicles with practically zero emissions that are almost fully recyclable.

With our revolutionary ECO4[®] energy-saving technologies we go even further: Built on the four cornerstones of Energy, Efficiency, Economy and Ecology, ECO4 products incorporate a combination of new and proven technologies that help reduce energy consumption and minimize the carbon footprint.

Our integrated approach ensures that we provide well designed, innovative products that enhance the reputation of rail transportation and add value for our customers — creating true sustainable mobility.

© 2003, Bombardier Inc. or its subsidiaries. All rights reserved. Printed in Germany/15303/03/1702-2220-00

Bombardier Transportation
Schöneberger Ufer 1
10785 Berlin, Germany

Tel: +49 30 888 07 0
Fax: +49 30 888 07 2900

www.bombardier.com

* Trademark of Bombardier Inc. or its subsidiaries.

BOMBARDIER

Bombardier 000107

02220

ER2220

Do you know...? Interesting Facts & Figures

Powerful products. Intelligent services.
Sustainable solutions.

Bombardier Transportation represents a wide array of experience, skills and innovative solutions. Here are some examples which show just how interesting it is to discover our inspiring world.

The Climate Is Right for Trains

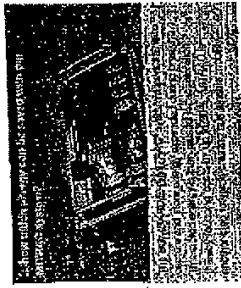
BOMBARDIER

Bombardier 000108

02221

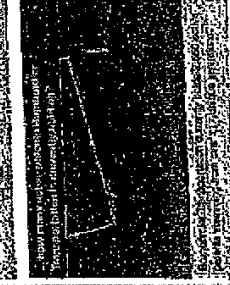
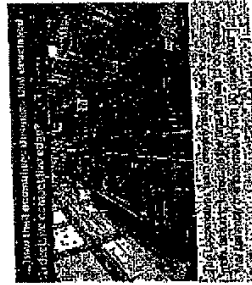
ER2221

<Do you know...?>



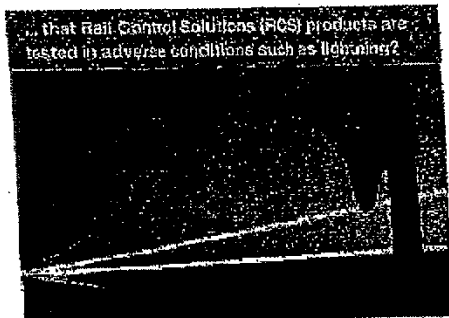
Bombardier CRJ-100

Boeing 737-400



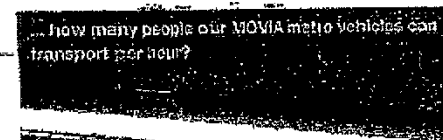
02222

ER2222



...that Rail Control Solutions (RCS) products are tested in adverse conditions such as lightning?

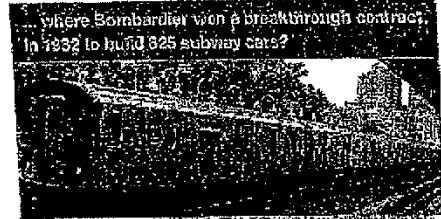
Working with the lightning protection system in a tunnel is a very difficult task. One of our projects in Europe tests the performance of RCS products in a simulated lightning strike. RCS systems and products are installed in the most adverse locations and are tested in many different weather conditions. This can have a real impact on our railway signaling systems.



...how many people our MOVIA metro vehicles can transport per hour?

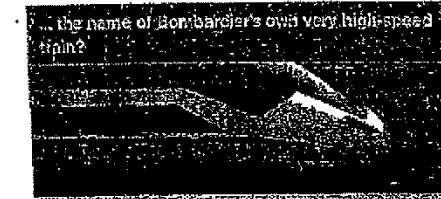


BOMBARDIER MOVIA metro vehicles have a capacity of 10,000 to 12,000 people per direction and per hour.



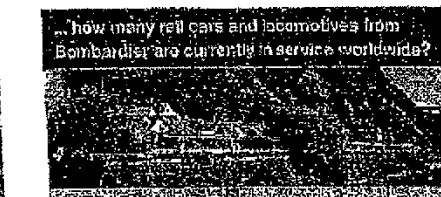
...where Bombardier won a breakthrough contract in 1992 to build 325 subway cars?

In New York City, the contract was valued at \$1.1 billion. It was a major breakthrough for Bombardier in the US market and established Bombardier as a major player in North America.



...the name of Bombardier's own very high-speed train?

BOMBARDIER ZEPHYRUS is a train that addresses the need for fast, efficient, and reliable high-speed trains. It is a 200 km/h (125 mph) train with a capacity of 100 passengers. It is compatible with different power systems and can be adapted to different track conditions. It is a high-speed train that can travel at speeds of up to 200 km/h.



...how many rail cars and locomotives from Bombardier are currently in service worldwide?

Bombardier has a fleet of more than 10,000 rail cars and locomotives in service worldwide.

© 2000 Bombardier Inc. or its subsidiaries. All rights reserved. Printed in Germany 1000000000-000000

Bombardier Transportation
Schönberger Ufer 1
10785 Berlin, Germany

Tel +49 30 936 07 0
Fax +49 30 936 07 2000

www.bombardier.com

*Trademarks of Bombardier Inc. or its subsidiaries.

BOMBARDIER

Bombardier 000110

02223

ER2223



History & Heritage

Entrepreneurial, innovative and passionate about trains and technology. These are some of the hallmarks of Bombardier's incredible and exciting history from small family business to global leader in rail technology.

From the invention of record-breaking new products, diversification into new markets, mergers and acquisitions and expansion around the globe, Bombardier has now become a world leader in innovative transportation solutions. Here are just some of the key moments in the organization's rich history.

The Climate is Right for Trains

BOMBARDIER

Bombardier 000111

02224

ER2224

«Bombardier Transportation History & Heritage»

[illegible]

2004
2003
2002
2001
2000
1999
1998
1997
1996
1995
1994
1993
1992
1991
1990
1989
1988
1987
1986
1985
1984
1983
1982
1981
1980
1979
1978
1977
1976
1975
1974
1973
1972
1971
1970
1969
1968
1967
1966
1965
1964
1963
1962
1961
1960
1959
1958
1957
1956
1955
1954
1953
1952
1951
1950
1949
1948
1947
1946
1945
1944
1943
1942
1941
1940
1939
1938
1937
1936
1935
1934
1933
1932
1931
1930
1929
1928
1927
1926
1925
1924
1923
1922
1921
1920
1919
1918
1917
1916
1915
1914
1913
1912
1911
1910
1909
1908
1907
1906
1905
1904
1903
1902
1901
1900
1899
1898
1897
1896
1895
1894
1893
1892
1891
1890
1889
1888
1887
1886
1885
1884
1883
1882
1881
1880
1879
1878
1877
1876
1875
1874
1873
1872
1871
1870
1869
1868
1867
1866
1865
1864
1863
1862
1861
1860
1859
1858
1857
1856
1855
1854
1853
1852
1851
1850
1849
1848
1847
1846
1845
1844
1843
1842
1841
1840
1839
1838
1837
1836
1835
1834
1833
1832
1831
1830
1829
1828
1827
1826
1825
1824
1823
1822
1821
1820
1819
1818
1817
1816
1815
1814
1813
1812
1811
1810
1809
1808
1807
1806
1805
1804
1803
1802
1801
1800
1799
1798
1797
1796
1795
1794
1793
1792
1791
1790
1789
1788
1787
1786
1785
1784
1783
1782
1781
1780
1779
1778
1777
1776
1775
1774
1773
1772
1771
1770
1769
1768
1767
1766
1765
1764
1763
1762
1761
1760
1759
1758
1757
1756
1755
1754
1753
1752
1751
1750
1749
1748
1747
1746
1745
1744
1743
1742
1741
1740
1739
1738
1737
1736
1735
1734
1733
1732
1731
1730
1729
1728
1727
1726
1725
1724
1723
1722
1721
1720
1719
1718
1717
1716
1715
1714
1713
1712
1711
1710
1709
1708
1707
1706
1705
1704
1703
1702
1701
1700
1699
1698
1697
1696
1695
1694
1693
1692
1691
1690
1689
1688
1687
1686
1685
1684
1683
1682
1681
1680
1679
1678
1677
1676
1675
1674
1673
1672
1671
1670
1669
1668
1667
1666
1665
1664
1663
1662
1661
1660
1659
1658
1657
1656
1655
1654
1653
1652
1651
1650
1649
1648
1647
1646
1645
1644
1643
1642
1641
1640
1639
1638
1637
1636
1635
1634
1633
1632
1631
1630
1629
1628
1627
1626
1625
1624
1623
1622
1621
1620
1619
1618
1617
1616
1615
1614
1613
1612
1611
1610
1609
1608
1607
1606
1605
1604
1603
1602
1601
1600
1599
1598
1597
1596
1595
1594
1593
1592
1591
1590
1589
1588
1587
1586
1585
1584
1583
1582
1581
1580
1579
1578
1577
1576
1575
1574
1573
1572
1571
1570
1569
1568
1567
1566
1565
1564
1563
1562
1561
1560
1559
1558
1557
1556
1555
1554
1553
1552
1551
1550
1549
1548
1547
1546
1545
1544
1543
1542
1541
1540
1539
1538
1537
1536
1535
1534
1533
1532
1531
1530
1529
1528
1527
1526
1525
1524
1523
1522
1521
1520
1519
1518
1517
1516
1515
1514
1513
1512
1511
1510
1509
1508
1507
1506
1505
1504
1503
1502
1501
1500
1499
1498
1497
1496
1495
1494
1493
1492
1491
1490
1489
1488
1487
1486
1485
1484
1483
1482
1481
1480
1479
1478
1477
1476
1475
1474
1473
1472
1471
1470
1469
1468
1467
1466
1465
1464
1463
1462
1461
1460
1459
1458
1457
1456
1455
1454
1453
1452
1451
1450
1449
1448
1447
1446
1445
1444
1443
1442
1441
1440
1439
1438
1437
1436
1435
1434
1433
1432
1431
1430
1429
1428
1427
1426
1425
1424
1423
1422
1421
1420
1419
1418
1417
1416
1415
1414
1413
1412
1411
1410
1409
1408
1407
1406
1405
1404
1403
1402
1401
1400
1399
1398
1397
1396
1395
1394
1393
1392
1391
1390
1389
1388
1387
1386
1385
1384
1383
1382
1381
1380
1379
1378
1377
1376
1375
1374
1373
1372
1371
1370
1369
1368
1367
1366
1365
1364
1363
1362
1361
1360
1359
1358
1357
1356
1355
1354
1353
1352
1351
1350
1349
1348
1347
1346
1345
1344
1343
1342
1341
1340
1339
1338
1337
1336
1335
1334
1333
1332
1331
1330
1329
1328
1327
1326
1325
1324
1323
1322
1321
1320
1319
1318
1317
1316
1315
1314
1313
1312
1311
1310
1309
1308
1307
1306
1305
1304
1303
1302
1301
1300
1299
1298
1297
1296
1295
1294
1293
1292
1291
1290
1289
1288
1287
1286
1285
1284
1283
1282
1281
1280
1279
1278
1277
1276
1275
1274
1273
1272
1271
1270
1269
1268
1267
1266
1265
1264
1263
1262
1261
1260
1259
1258
1257
1256
1255
1254
1253
1252
1251
1250
1249
1248
1247
1246
1245
1244
1243
1242
1241
1240
1239
1238
1237
1236
1235
1234
1233
1232
1231
1230
1229
1228
1227
1226
1225
1224
1223
1222
1221
1220
1219
1218
1217
1216
1215
1214
1213
1212
1211
1210
1209
1208
1207
1206
1205
1204
1203
1202
1201
1200
1199
1198
1197
1196
1195
1194
1193
1192
1191
1190
1189
1188
1187
1186
1185
1184
1183
1182
1181
1180
1179
1178
1177
1176
1175
1174
1173
1172
1171
1170
1169
1168
1167
1166
1165
1164
1163
1162
1161
1160
1159
1158
1157
1156
1155
1154
1153
1152
1151
1150
1149
1148
1147
1146
1145
1144
1143
1142
1141
1140
1139
1138
1137
1136
1135
1134
1133
1132
1131
1130
1129
1128
1127
1126
1125
1124
1123
1122
1121
1120
1119
1118
1117
1116
1115
1114
1113
1112
1111
1110
1109
1108
1107
1106
1105
1104
1103
1102
1101
1100
1099
1098
1097
1096
1095
1094
1093
1092
1091
1090
1089
1088
1087
1086
1085
1084
1083
1082
1081
1080
1079
1078
1077
1076
1075
1074
1073
1072
1071
1070
1069
1068
1067
1066
1065
1064
1063
1062
1061
1060
1059
1058
1057
1056
1055
1054
1053
1052
1051
1050
1049
1048
1047
1046
1045
1044
1043
1042
1041
1040
1039
1038
1037
1036
1035
1034
1033
1032
1031
1030
1029
1028
1027
1026
1025
1024
1023
1022
1021
1020
1019
1018
1017
1016
1015
1014
1013
1012
1011
1010
1009
1008
1007
1006
1005
1004
1003
1002
1001
1000
999
998
997
996
995
994
993
992
991
990
989
988
987
986
985
984
983
982
981
980
979
978
977
976
975</

Exhibit No. Bx 11
Witness M. Shaman
Date 6/25/13

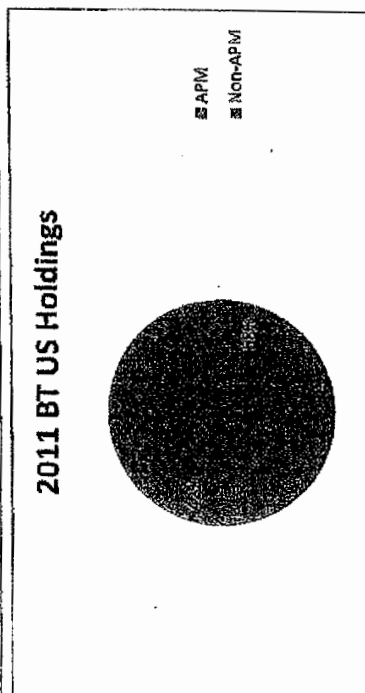
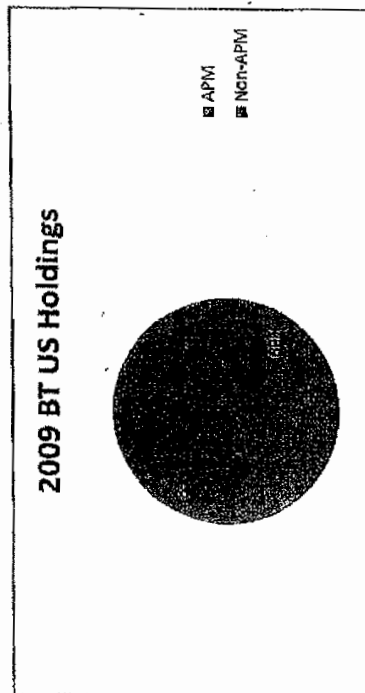
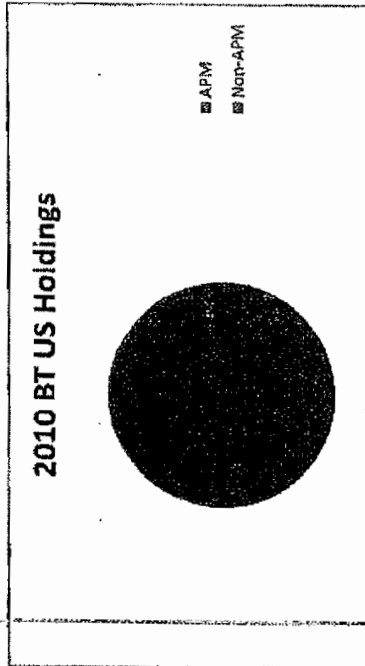
KWD CCR# 711

EXHIBIT 11

EXHIBIT 11

02227

ER2227



02228

ER2228

Total 2011 - Non-APM: 42.3%
 Total 2011 LE Sales POC: 49% 53%
 58% 62%

Total 2010 - Non-APM: 51.0%
 Total 2010 LE Sales POC: 69% 81%
 89% 91%

Total 2009 - Non-APM: 51.3%
 Total 2009 LE Sales POC: 69% 81%
 89% 91%

REF

02230

ER2230

Exhibit No. BX 12
Witness D. Nebeker
Date 6/25/13

KWD GCR# 711

EXHIBIT 12

EXHIBIT 12

02231

DATE	Hours	Health Hours	Education Hours	General Expense	Other Bus. Product	Main Hours	Manpower Hrs	Medical	Gen. Admin. Tasks	Structure Tasks	Training	Sub-Contracting	Misc
1988	35,547	2,032	3,466	14,636	3,442	8,133	81	212	2,372	70	899	1	120
1989	32,271	915	1,486	15,946	3,541	8,711	42	318	1,091	114	116	10	51
1990	27,923	2,170	416	9,626	3,205	9,889	50	178	593	97	1,173	0	183

CONFIDENTIAL

02232

2008	Hours	Basic Hours	Excess Hours	General Budget	Other Productive	Value Hours	Measure Hrs	Measure Hrs	Cost Table	Support Table	Training Table	Relief Table	Misc
AYERS	2,121	0	12	124	209	1,580	0	3	0	0	103	0	0
BANAS	2,224	12	0	1,810	240	50	84	11	0	0	1	0	16
CLISTO	1,869	0	1,472	125	72	0	0	0	0	0	0	0	0
DAHLIN	2,155	316	0	819	185	714	0	16	0	0	125	0	0
DEPERO	2,532	0	5	381	0	0	0	38	1,795	0	63	0	0
ESTRADA	288	10	2	111	40	118	0	1	0	0	2	0	4
FORD	1,423	106	0	544	170	588	0	6	0	0	4	1	4
GARDNER	50	0	0	50	0	0	0	0	0	0	0	0	0
KARVA	1,779	13	232	681	408	402	0	12	0	0	41	0	0
KERMAN	2,157	439	35	544	220	737	0	28	0	0	94	0	0
MCCALAIN	284	16	1	167	110	89	0	1	0	0	0	0	0
MCCLELLUGH	2,267	8	4	1,470	215	461	0	14	0	0	95	0	0
MCGHEE	2,134	55	0	1,848	250	21	0	0	0	0	0	0	0
PAUL	714	0	414	112	0	125	0	0	0	0	0	0	10
RASCHUSSEN	1,392	2	0	103	32	2	0	1	0	0	0	0	0
RSAY	126	0	0	209	180	123	0	11	0	0	11	0	0
RODRIGUEZ	464	23	0	543	241	1,110	0	10	0	0	148	0	44
ROWELL	1,896	3	219	172	0	0	0	15	363	70	0	0	0
SCHNEIDER	1,034	0	960	40	0	0	0	0	0	0	0	0	0
SMITH	2,134	139	0	797	210	106	0	16	0	0	12	0	4
THOMAS	2,230	5	20	1,944	160	105	0	0	12	0	0	0	0
URBINA	2,218	670	30	677	230	677	0	32	2	0	186	0	0
VALERIE	72	0	0	67	0	5	0	0	0	0	0	0	0
VELASQUEZ	2,120	1	3	98	0	0	0	38	0	0	0	0	0
AYERS	2,124	2	0	1,788	240	31	42	15	0	0	0	0	0
BANAS	716	2	0	369	0	355	0	2	0	0	3	0	0
CLISTO	1,609	29	353	500	0	400	0	4	0	0	6	0	0
DAHLIN	2,09	35	0	327	70	271	0	5	0	0	1	0	0
DEPERO	2,265	7	11	1,217	216	412	0	12	372	0	16	0	2
ESTRADA	1,800	288	0	492	188	439	0	28	0	0	1	0	4
KARVA	1,907	25	228	770	433	417	0	25	0	0	9	0	0
KERMAN	2,144	91	35	27	266	1,187	0	19	0	0	11	0	0
MCCALAIN	341	0	0	1,500	104	434	0	15	0	0	12	0	0
MCCLELLUGH	2,155	1	0	1,812	136	256	0	73	0	0	0	0	0
MCGHEE	2,129	0	0	28	206	12	0	0	0	0	12	0	0
RASCHUSSEN	913	0	10	553	303	303	0	9	0	0	0	0	11
RODRIGUEZ	2,172	31	21	149	286	607	0	19	623	214	23	0	0
SCHNEIDER	709	0	339	415	0	15	0	0	0	0	2	0	0
SMITH	2,138	32	279	764	726	1,031	0	33	0	0	0	0	20
THOMAS	2,210	0	0	1,953	64	64	0	0	0	0	0	0	0
URBINA	2,144	446	5	802	228	681	0	11	6	0	15	0	0
VALERIE	2,121	3	0	97	154	945	0	14	0	0	0	0	0
AYERS	2,061	43	81	1,620	236	39	30	7	0	0	0	0	5
BANAS	2,214	266	3	770	216	760	0	20	0	0	15	0	164
DEPERO	2,207	283	0	758	296	823	0	33	0	0	3	0	6
ESTRADA	644	0	0	0	0	22	0	0	0	0	622	0	0
JORDAN	240	0	5	0	246	1,196	0	0	0	0	0	0	0
KARVA	1,964	0	9	485	0	0	0	14	0	0	4	0	0
KERMAN	403	0	0	0	0	4	0	0	0	0	399	0	0
MCCALAIN	2,051	298	24	423	213	830	0	15	0	0	35	0	164

	Hours	Rec'd Hours	Enhancement	General Recovery	Other Rec. Production	Alloy Hours	Manufact. Mits	Medline	Gen. Admin. Tables	Storeroom Tables	Training	Sub-Construction	Misc
MCCULLOUGH	2,191	120	0	1,346	176	533	0	10	0	0	0	0	0
MCGHEE	2,120	0	0	1,837	236	0	0	16	0	0	1	0	10
RASDAWSEN	2,086	102	0	616	236	1,120	0	7	0	0	4	0	1
SCHNEIDER	2,172	162	274	99	296	599	0	14	391	97	43	0	31
THOMAS	2,003	348	0	434	223	1,087	0	10	0	0	8	0	0
URBANA	2,263	63	0	753	112	1,339	0	2	0	0	0	0	2
VALENTINE	2,069	773	40	409	136	642	0	16	0	0	29	0	2
	95,741	5,417	5,388	40,278	10,009	26,743	156	748	3,964	281	2,150	11	556

CONFIDENTIAL

CONFIDENTIAL

DATE	Repair Hours	Enhancements	General Recovery	Other Non-Productive	Maint Hours	Manpower Hrs	Meetings	Gen Admin Tasks	Storeroom Tasks	Training	Sub-Contracting	Misc	Hours	Employee for hours
01/04/2008	16	4	178	35	171	0	0	28	0	0	0	2	434	17
01/11/2008	43	22	254	93	194	0	0	52	0	1	0	6	665	17
01/18/2008	43	18	261	60	258	1	19	47	0	6	0	0	713	17
01/25/2008	54	20	262	60	228	0	0	45	0	13	0	4	686	17
02/01/2008	36	8	280	70	232	2	2	51	1	5	0	7	692	17
02/08/2008	48	11	256	63	253	0	0	50	0	1	0	8	690	17
02/15/2008	65	6	308	57	186	0	0	54	0	0	0	6	682	17
02/22/2008	32	10	282	20	222	0	15	15	3	53	0	3	655	17
02/29/2008	53	18	261	54	182	0	0	48	0	2	0	2	628	15
03/07/2008	36	57	260	20	179	0	2	55	0	2	0	0	611	15
03/14/2008	34	53	232	56	202	2	1	33	0	0	0	0	613	15
03/21/2008	40	37	220	74	201	5	22	49	0	0	1	3	653	15
03/28/2008	35	50	273	40	159	0	1	53	0	9	0	1	621	15
04/04/2008	58	31	232	30	143	0	0	15	1	13	0	1	524	13
04/11/2008	76	54	250	60	149	0	0	46	1	0	0	3	639	15
04/18/2008	48	50	255	60	151	0	17	49	0	10	0	0	640	15
04/25/2008	30	53	245	38	196	0	0	41	0	9	0	2	614	15
05/02/2008	19	35	226	40	136	2	0	54	0	5	0	2	519	13
05/09/2008	28	57	302	42	195	6	12	56	0	3	0	4	705	17
05/16/2008	63	54	355	30	140	2	0	46	2	2	0	0	694	17
05/23/2008	26	51	317	40	162	4	2	45	1	79	0	0	727	17
05/30/2008	31	47	272	100	160	6	0	35	0	46	0	0	697	16
06/06/2008	64	53	300	62	114	8	0	48	0	49	0	0	698	16
06/13/2008	53	46	288	30	163	2	29	59	0	0	0	4	681	16
06/20/2008	4	66	272	26	114	0	1	45	8	150	0	1	687	16
06/27/2008	5	52	304	28	115	0	2	47	3	132	0	0	688	16
07/04/2008	6	45	359	70	116	2	0	42	3	114	0	2	759	18
07/11/2008	48	103	310	70	145	0	0	54	0	1	0	0	731	18
07/18/2008	32	114	300	43	186	2	14	50	0	11	0	0	752	17
07/25/2008	47	56	266	114	125	0	0	60	0	3	0	44	715	17
08/01/2008	31	111	301	90	167	0	0	50	2	2	0	0	754	17
08/08/2008	38	119	283	120	151	0	0	52	1	29	0	0	718	17
08/15/2008	38	117	262	101	138	4	0	55	0	14	0	0	728	17
08/22/2008	45	150	291	101	130	2	13	52	3	11	0	0	798	17
08/29/2008	10	137	287	40	160	0	0	49	0	11	0	0	694	16
09/05/2008	4	88	272	118	155	2	0	39	9	19	0	0	706	17
09/12/2008	30	140	300	50	139	2	0	54	4	34	0	0	753	17
09/19/2008	50	151	320	61	114	2	18	56	7	5	0	0	784	17

CONFIDENTIAL

02235

ER2235

CONFIDENTIAL

09/26/2008	51	115	249	88	129	3	0	64	5	0	0	0	704	17
10/03/2008	46	102	248	101	113	4	0	49	0	7	0	0	666	16
10/10/2008	44	7	276	60	132	4	10	10	2	10	0	0	555	13
10/17/2008	56	86	316	80	117	4	10	15	0	1	0	0	685	16
10/24/2008	28	92	287	50	157	2	0	61	2	0	0	0	679	16
10/31/2008	37	104	297	40	130	2	0	49	2	0	0	4	665	16
11/07/2008	56	99	271	87	116	2	2	52	1	0	0	0	686	16
11/14/2008	46	151	306	80	121	0	0	40	0	1	0	0	745	16
11/21/2008	46	116	274	48	123	0	24	48	0	3	0	0	682	15
11/28/2008	58	48	283	114	80	2	0	33	0	0	0	0	618	15
12/05/2008	40	54	296	98	111	0	0	48	2	16	0	0	665	16
12/12/2008	46	65	360	20	121	3	0	51	0	4	0	0	670	16
12/19/2008	24	84	282	56	160	2	18	48	0	1	0	1	676	15
12/26/2008	25	37	261	170	130	2	0	18	0	1	0	0	644	15
12/31/2008	10	12	194	140	82	2	0	7	0	2	0	10	459	15
Total Hours	2032	3466	14696	3442	8133	84	232	2372	70	899	1	120	35547	16
Avg Hours	38.34	65.40	277.28	64.94	153.45	1.58	4.38	44.75	1.32	16.96	0.02	2.26	670.70	
Percentages	5.72%	9.75%	41.34%	9.68%	22.88%	0.24%	0.65%	6.67%	0.20%	2.53%	0.00%	0.06%	7.50	
Avg Per Employee	127.00	216.63	918.50	215.13	508.31	5.25	14.50	148.25	4.38	56.19	0.06	7.50	###	
Percent of year	6.11%	10.41%	44.16%	10.34%	24.44%	0.25%	0.70%	7.13%	0.21%	2.70%	0.00%	0.00%	###	

Hard Copy Totals														
Total Hours	2016.50	3470.25	14618.75	3445.50	8063.25	83.00	227.51	2404.50	69.80	896.35	1.00	85.25	36369	
Avg Hours	38.05	65.48	275.83	66.01	152.14	1.57	4.29	45.37	1.32	16.91	0.02	1.61	668	
Percentages	5.70%	9.81%	41.31%	9.74%	22.78%	0.23%	0.64%	6.79%	0.20%	2.53%	0.00%	0.00%	####	1
Difference	16	-4	77	-4	70	1	4	-33	0	3	0	35	158	

CONFIDENTIAL

02236

CONFIDENTIAL

DATE	Repair Hours	Enhancements	General Recovery	Other Non-Productive	Maint Hours	Manpower Hrs	Meetings	Gen Admin Tasks	Storeroom Tasks	Training	Sub-Contracting	Miss	Hours
01/02/2009	10.00	7.00	98.00	46.00	22.00	0.00	0.00	7.00	0.00	0.00	0.00	0.00	190.00
01/09/2009	13.00	75.00	287.00	56.00	148.00	2.00	2.00	51.00	0.00	4.00	0.00	0.00	638.00
01/16/2009	4.00	62.00	287.00	80.00	144.00	0.00	0.00	46.00	0.00	1.00	0.00	0.00	642.00
01/23/2009	21.00	65.00	306.00	56.00	139.00	2.00	25.00	48.00	1.00	0.00	0.00	0.00	663.00
01/30/2009	38.00	90.00	313.00	20.00	169.00	2.00	0.00	46.00	1.00	1.00	0.00	0.00	700.00
02/06/2009	27.00	105.00	343.00	16.00	156.00	0.00	0.00	53.00	0.00	1.00	0.00	0.00	701.00
02/13/2009	30.00	129.00	362.00	34.00	144.00	0.00	0.00	37.00	0.00	0.00	0.00	0.00	736.00
02/20/2009	14.00	116.00	347.00	36.00	142.00	0.00	17.00	50.00	0.00	7.00	0.00	3.00	732.00
02/27/2009	12.00	90.00	339.00	46.00	142.00	0.00	0.00	59.00	2.00	2.00	0.00	1.00	693.00
03/06/2009	16.00	34.00	326.00	80.00	177.00	0.00	1.00	54.00	1.00	1.00	0.00	0.00	690.00
03/13/2009	40.00	53.00	348.00	69.00	126.00	0.00	1.00	54.00	3.00	0.00	0.00	0.00	694.00
03/20/2009	18.00	25.00	376.00	90.00	165.00	0.00	0.00	9.00	0.00	16.00	0.00	0.00	699.00
03/27/2009	32.00	21.00	389.00	46.00	179.00	3.00	15.00	7.00	0.00	0.00	0.00	0.00	696.00
04/03/2009	25.00	12.00	396.00	38.00	193.00	0.00	2.00	13.00	9.00	0.00	0.00	0.00	688.00
04/10/2009	35.00	23.00	382.00	36.00	144.00	0.00	20.00	11.00	2.00	29.00	0.00	2.00	684.00
04/17/2009	7.00	12.00	379.00	50.00	188.00	0.00	18.00	13.00	0.00	2.00	0.00	4.00	681.00
04/24/2009	2.00	25.00	356.00	70.00	196.00	4.00	22.00	18.00	0.00	0.00	0.00	0.00	689.00
05/01/2009	2.00	121.00	369.00	40.00	181.00	1.00	0.00	15.00	0.00	0.00	0.00	0.00	729.00
05/08/2009	5.00	46.00	368.00	14.00	175.00	2.00	0.00	12.00	0.00	0.00	0.00	0.00	622.00
05/13/2009	5.00	11.00	324.00	23.00	169.00	5.00	30.00	9.00	7.00	1.00	10.00	4.00	598.00
05/22/2009	4.00	22.00	368.00	66.00	197.00	0.00	0.00	8.00	3.00	4.00	0.00	2.00	674.00
05/29/2009	2.00	11.00	385.00	64.00	178.00	0.00	16.00	9.00	5.00	4.00	0.00	0.00	674.00
06/05/2009	11.00	16.00	315.00	98.00	157.00	0.00	10.00	21.00	0.00	10.00	0.00	0.00	638.00
06/12/2009	7.00	25.00	301.00	72.00	160.00	0.00	0.00	9.00	0.00	0.00	0.00	0.00	574.00
06/19/2009	6.00	17.00	298.00	96.00	152.00	0.00	12.00	10.00	0.00	1.00	0.00	0.00	592.00
06/26/2009	5.00	14.00	297.00	70.00	145.00	2.00	50.00	15.00	3.00	0.00	0.00	0.00	601.00
07/03/2009	8.00	17.00	303.00	88.00	138.00	2.00	0.00	15.00	2.00	0.00	0.00	1.00	574.00
07/10/2009	13.00	8.00	280.00	111.00	168.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	580.00
07/17/2009	6.00	5.00	275.00	120.00	174.00	0.00	15.00	0.00	0.00	2.00	0.00	0.00	597.00
07/24/2009	6.00	12.00	298.00	54.00	189.00	0.00	0.00	11.00	4.00	0.00	0.00	0.00	574.00
07/31/2009	9.00	20.00	290.00	40.00	198.00	0.00	0.00	12.00	0.00	0.00	0.00	4.00	573.00
08/07/2009	14.00	9.00	272.00	30.00	203.00	0.00	0.00	16.00	1.00	1.00	0.00	1.00	547.00
08/14/2009	5.00	6.00	271.00	106.00	177.00	0.00	0.00	15.00	4.00	0.00	0.00	0.00	584.00
08/21/2009	3.00	14.00	266.00	96.00	188.00	2.00	12.00	11.00	0.00	4.00	0.00	0.00	596.00
08/28/2009	2.00	10.00	287.00	20.00	158.00	0.00	0.00	10.00	2.00	0.00	0.00	0.00	533.00
09/04/2009	2.00	6.00	233.00	90.00	192.00	0.00	0.00	12.00	7.00	1.00	0.00	1.00	544.00
09/11/2009	7.00	1.00	272.00	70.00	143.00	0.00	0.00	12.00	3.00	0.00	0.00	0.00	508.00
09/18/2009	18.00	3.00	261.00	40.00	149.00	0.00	10.00	14.00	5.00	1.00	0.00	0.00	501.00

CONFIDENTIAL

02237

CONFIDENTIAL

DATE	Repair Hours	Enhancements	General Recovery	Other Non-Productive	Maint Hours	Manpower Hrs	Meetings	Gen Admin Tasks	Stores/Equip. Tasks	Training	Sub-Contracting	T3 Hours	Mile	Hours
01/01/2010	7.00	0.00	44.00	10.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77.00
01/08/2010	76.00	4.00	241.00	70.00	131.00	2.00	0.00	16.00	8.00	0.00	0.00	0.00	0.00	548.00
01/15/2010	43.00	4.00	258.00	80.00	163.00	0.00	13.00	15.00	10.00	1.00	0.00	0.00	4.00	591.00
01/22/2010	72.00	17.00	234.00	80.00	153.00	0.00	0.00	15.00	5.00	0.00	0.00	0.00	2.00	578.00
01/29/2010	82.00	16.00	251.00	65.00	142.00	0.00	1.00	13.00	8.00	1.00	0.00	0.00	0.00	579.00
02/05/2010	128.00	13.00	142.00	26.00	208.00	0.00	1.00	12.00	4.00	0.00	0.00	1.00	4.00	538.00
02/12/2010	42.00	35.00	159.00	82.00	268.00	0.00	0.00	11.00	1.00	3.00	0.00	0.00	1.00	602.00
02/19/2010	88.00	33.00	185.00	70.00	188.00	2.00	19.00	12.00	1.00	3.00	0.00	0.00	1.00	602.00
02/26/2010	82.00	8.00	176.00	75.00	221.00	0.00	0.00	10.00	5.00	0.00	0.00	12.00	12.00	589.00
03/05/2010	45.00	11.00	152.00	50.00	248.00	0.00	0.00	10.00	4.00	0.00	0.00	19.00	19.00	539.00
03/12/2010	50.00	7.00	182.00	30.00	210.00	0.00	1.00	13.00	3.00	0.00	0.00	19.00	19.00	535.00
03/19/2010	5.00	10.00	158.00	20.00	174.00	0.00	12.00	11.00	0.00	2.00	0.00	0.00	2.00	394.00
03/26/2010	44.00	14.00	186.00	20.00	254.00	0.00	1.00	9.00	1.00	6.00	0.00	3.00	5.00	540.00
04/02/2010	59.00	3.00	199.00	62.00	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00	551.00
04/09/2010	23.00	12.00	198.00	122.00	186.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	11.00	571.00
04/16/2010	20.00	46.00	179.00	80.00	206.00	0.00	0.00	12.00	4.00	0.00	0.00	2.00	12.00	545.00
04/23/2010	23.00	13.00	222.00	40.00	218.00	2.00	0.00	8.00	0.00	7.00	0.00	0.00	3.00	550.00
04/30/2010	27.00	4.00	183.00	100.00	209.00	0.00	0.00	13.00	0.00	10.00	0.00	0.00	0.00	142.00
05/07/2010	6.00	5.00	29.00	30.00	68.00	0.00	0.00	3.00	0.00	1.00	0.00	0.00	0.00	271.00
05/14/2010	18.00	2.00	115.00	0.00	125.00	0.00	0.00	4.00	1.00	6.00	0.00	0.00	4.00	546.00
05/21/2010	61.00	1.00	221.00	30.00	188.00	0.00	12.00	12.00	2.00	15.00	0.00	0.00	3.00	555.00
05/28/2010	33.00	14.00	200.00	67.00	218.00	0.00	0.00	15.00	2.00	8.00	0.00	0.00	17.00	544.00
06/04/2010	38.00	8.00	173.00	50.00	234.00	0.00	0.00	9.00	1.00	0.00	0.00	3.00	10.00	539.00
06/11/2010	48.00	6.00	215.00	20.00	230.00	0.00	4.00	16.00	2.00	1.00	0.00	0.00	7.00	304.00
06/18/2010	37.00	6.00	119.00	20.00	92.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	5.00	538.00
06/25/2010	49.00	8.00	236.00	43.00	182.00	0.00	0.00	8.00	1.00	2.00	0.00	2.00	3.00	570.00
07/02/2010	48.00	2.00	178.00	80.00	227.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	556.00
07/09/2010	46.00	0.00	194.00	80.00	245.00	0.00	0.00	15.00	0.00	7.00	0.00	0.00	4.00	543.00
07/16/2010	46.00	2.00	185.00	60.00	223.00	0.00	16.00	16.00	1.00	2.00	0.00	0.00	14.00	539.00
07/23/2010	48.00	9.00	162.00	60.00	220.00	0.00	2.00	15.00	0.00	10.00	0.00	14.00	14.00	539.00
07/30/2010	72.00	11.00	180.00	70.00	165.00	0.00	0.00	14.00	0.00	7.00	0.00	0.00	0.00	518.00
08/06/2010	28.00	3.00	207.00	30.00	227.00	0.00	0.00	13.00	2.00	0.00	0.00	0.00	11.00	510.00
08/13/2010	46.00	8.00	174.00	60.00	194.00	2.00	0.00	15.00	2.00	1.00	0.00	0.00	10.00	519.00
08/20/2010	40.00	4.00	200.00	70.00	167.00	2.00	8.00	15.00	2.00	1.00	0.00	8.00	28.00	521.00
08/27/2010	40.00	9.00	212.00	40.00	179.00	0.00	0.00	9.00	3.00	0.00	0.00	0.00	0.00	511.00
09/03/2010	32.00	8.00	189.00	50.00	202.00	0.00	0.00	12.00	4.00	0.00	0.00	2.00	3.00	542.00
09/10/2010	12.00	6.00	165.00	106.00	223.00	12.00	0.00	15.00	0.00	0.00	0.00	3.00	16.00	582.00
09/17/2010	49.00	5.00	195.00	55.00	211.00	2.00	13.00	0.00	0.00	36.00	0.00	12.00	0.00	0.00

CONFIDENTIAL

02239

CONFIDENTIAL

09/24/2010	57.00	8.00	156.00	60.00	189.00	0.00	0.00	16.00	0.00	55.00	0.00	0.00	4.00	545.00	13
10/01/2010	68.00	3.00	217.00	26.00	168.00	0.00	0.00	17.00	1.00	42.00	0.00	0.00	3.00	545.00	13
10/08/2010	46.00	7.00	162.00	40.00	220.00	0.00	0.00	17.00	1.00	40.00	0.00	0.00	2.00	535.00	13
10/15/2010	37.00	4.00	182.00	50.00	193.00	0.00	0.00	19.00	2.00	42.00	0.00	0.00	3.00	540.00	13
10/22/2010	58.00	0.00	202.00	26.00	175.00	0.00	0.00	16.00	0.00	47.00	0.00	0.00	5.00	547.00	13
10/29/2010	52.00	4.00	169.00	50.00	208.00	0.00	1.00	11.00	2.00	84.00	0.00	0.00	1.00	582.00	14
11/05/2010	80.00	5.00	164.00	46.00	160.00	0.00	0.00	14.00	0.00	96.00	0.00	0.00	12.00	571.00	14
11/12/2010	48.00	12.00	182.00	50.00	188.00	0.00	0.00	6.00	0.00	80.00	0.00	0.00	14.00	580.00	14
11/19/2010	63.00	6.00	198.00	56.00	142.00	0.00	15.00	12.00	4.00	84.00	0.00	0.00	9.00	589.00	14
11/26/2010	40.00	7.00	143.00	150.00	143.00	4.00	0.00	10.00	2.00	82.00	0.00	0.00	0.00	581.00	14
12/03/2010	53.00	2.00	242.00	30.00	146.00	0.00	0.00	12.00	1.00	83.00	0.00	0.00	6.00	575.00	14
12/10/2010	47.00	0.00	183.00	70.00	200.00	0.00	0.00	0.00	0.00	82.00	0.00	0.00	6.00	588.00	14
12/17/2010	69.00	3.00	174.00	82.00	155.00	0.00	7.00	10.00	3.00	81.00	0.00	0.00	0.00	584.00	14
12/24/2010	30.00	2.00	188.00	71.00	178.00	0.00	2.00	15.00	2.00	80.00	0.00	0.00	7.00	575.00	14
12/31/2010	9.00	6.00	176.00	96.00	209.00	2.00	0.00	17.00	2.00	62.00	0.00	0.00	0.00	579.00	14
Total Hours	2470	436	9636	3026	9899	30	178	591	97	1175	0	185	385	27923	13
Avg Hours	46.60	8.23	181.81	57.09	186.77	0.57	3.36	11.15	1.83	22.17	0.00	3.49	7.26	526.85	
Percentages	8.85%	1.56%	34.51%	10.84%	35.45%	0.11%	0.64%	2.12%	0.35%	4.21%	0.00%	0.66%	1.38%	100.00%	
Avg Per Employee	190.00	33.54	741.23	232.77	761.46	2.31	13.69	45.46	7.46	90.38	0.00	14.23	29.62		
Percent of year	9.13%	1.61%	35.64%	11.19%	36.61%	0.11%	0.68%	2.19%	0.36%	4.35%	0.00%	0.68%	1.42%		

Hard Copy	2477.75	381	9532.75	3064	9995.35	29.5	178	811	100	1183.75	0	164.50	255.00	27972.6	
Total Hours	48.5833333	7.470588235	186.9166667	60.0784314	195.987255	0.578431373	3.4902	11.98039216	1.960784314	23.2108	0	3.58	5.00	527.785	1
Avg Hours	0.08857775	0.013620471	0.340788843	0.10953576	0.35732646	0.01054803	0.00636	0.021842803	0.003574927	0.04232	0	0.59%	0.81%		
Percentages															
Difference	8	-55	-103	38	96	-1	0	20	3	9	0	-21	-130	50	

CONFIDENTIAL

02240

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

*Bombardier
Exp*

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

This Contract is made and entered into this 1ST day of May, 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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

- 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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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

02087

ER2087

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

02091

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

02093

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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."

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-870

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: B. HAMPTON

Title: V.P. CONTRACTS

By: 

Name: Johnetta Fair

Title: Secretary

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: 

E. LEE THOMSON
Chief Deputy District Attorney

Clark County Department of Aviation - 4/23/2012

02095 12

ER2095

**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.

02096

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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.

Bombardier Transportation (Holdings) USA, Inc.
 Technical Assistance Support
 CBE-670

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

02098 16

**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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CBE-670

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		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	
		COMPANY LETTER	A COMPANY'S
		COMPANY LETTER	B BEST KEY
		COMPANY LETTER	C RATING
		COMPANY LETTER	D A- VII or BETTER
		COMPANY LETTER	E
INSURED		3. BEST'S RATING	
2. NAME, ADDRESS, PHONE & FAX NUMBERS			

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
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ (E) 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV. INJURY \$ (F) 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ (G) 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE	(J) Deductible/Retention			FIRE DAMAGE (Any one fire) \$ (H) 50,000
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person) \$ (I)
5.	AUTOMOBILE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT \$ (N) 5,000,000
	X ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS	(O) Deductible/Retention			EACH OCCURRENCE \$ 5,000,000
	GARAGE LIABILITY				AGGREGATE \$ 5,000,000
	EXCESS LIABILITY				
	UMBRELLA FORM				STATUTORY LIMITS
	OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$ 1,000,000
6.	X WORKER'S COMPENSATION				DISEASE/POLICY LIMIT \$ 1,000,000
					DISEASE/EACH EMPLOYEE \$ 1,000,000
	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:

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

N/A

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

02103

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.

02104

ER2104

N/A

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.

02105

ER2105

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.

02106

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.

- 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 _____

Print Name _____

Title _____

Date _____

Clark County Department of Aviation - 4/23/2012

02107

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

02108

ER2108

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 No. Bx 9
Witness A. MOSE
Date 10/20/13

KWD CCR# 711

EXHIBIT 9

EXHIBIT 9

02110

ER2110



Employment Research Corporation

305 E. Eisenhower Pkwy, Suite 316, Ann Arbor, MI 48108 • Phone: 734-477-9040 • Fax: 734-477-9060

**REPORT ON THE
CLASSIFICATIONS AND WAGES
OF WORKERS MAINTAINING THE AUTOMATED PEOPLE
MOVER SYSTEM (INNOVIA APM)
AT THE LAS VEGAS MCCARRAN INTERNATIONAL AIRPORT
(CLARK COUNTY)**

BY

**ALAN L. MOSS, PH. D.
SENIOR CONSULTANT**

EMPLOYMENT RESEARCH CORPORATION

OCTOBER 1, 2012

info@employmentresearch.com • www.employmentresearch.com

02111

ER2111

Employment Research Corporation

I. INTRODUCTION

A. Background

I am a Senior Consultant for Employment Research Corporation, a firm that specializes in labor market, economic, and forensic research. This report is intended as evidence for consideration of the prevailing wage complaint filed by the International Union of Elevator Constructors against Bombardier Transportation (Holdings) USA, Inc. The scope of the research covers: 1) the proper occupational classification for workers maintaining the automated people mover (APM) system (INNOVIA APM) at the Las Vegas McCarran International Airport; 2) wage rates that correspond to that classification; and 3) analysis of an expert report on classification matters provided by Kevin R. Murphy, Ph. D. on behalf of the elevator constructor union.

I obtained my Ph. D. in Economics from the Catholic University of America, with specialties in the Economics of Human Resources. From 1967 until 2002, I worked for the U.S. Department of Labor. I held the positions of Chief Economist of the Wage and Hour Division, Director of Wage Determinations (where for 12 years I administered the prevailing wage provisions of the Davis-Bacon and Service Contract Act), and Chief of Labor Market Information.

As Director of Wage Determinations, I initiated preparation and publication of the first manuals of wage determinations operations, development and publication of the Service Contract Act Directory of Occupations, automation of Davis-Bacon and Service Contract Act wage determination preparation, and on-line retrieval of Davis-Bacon wage determinations. In 1989, I was American Political Science Association Congressional Fellow to U.S. Senator Frank R. Lautenberg of New Jersey.

Over a 10-year period, I taught graduate and undergraduate courses in Economics at the Catholic University of America, the University of Virginia's Northern Virginia Center, and Central Michigan University. Over the years I originated and led many research initiatives, wrote numerous articles, and in 2000 authored *Employment Opportunity: Outlook, Reason, and Reality*, a career book published by Prentice-Hall. My curriculum vita is appended to this report as Attachment 1.

This report responds to five specific questions:

1. Is the Elevator Constructor classification appropriate for workers maintaining the McCarran International Airport INNOVIA Automated People Mover System, as contended by the International Union of Elevator Constructors?
2. Given relevant occupational and industry information, and established classification principles, what standard occupational classifications best fit the job requirements, labor market characteristics, and work performed by Automated Transit System (ATS) Technicians at McCarran?
3. Given available wage data, what wage estimates are reasonable for ATS Technicians at McCarran?

Employment Research Corporation

4. Given the occupations and definitions included in the Clark County prevailing wage listing, which is most comparable to the ATS Technician and its duties?

5. Should the conclusions of Kevin R. Murphy, Ph. D.'s expert report be accepted?

B. Research Methods and Sources

In order to answer these questions, I (a) reviewed the fundamental aspects of the ATS Technician job requirements; (b) conducted an analysis to determine the standard occupational classifications that most closely match the ATS Technician job requirements, observing principles of the Standard Occupational Classification Manual; (c) performed a like analysis of the Elevator Constructor classification, claimed by the International Union of Elevator Constructors to be the occupation that should carry out ATS Technician tasks; (d) analyzed statistical program data in order to identify wage and benefit estimates for the occupations that closely match the ATS Technician job requirements; and e) scrutinized the occupational definitions and wage rates included on the 2012 prevailing wage list for Clark County. Also, I reviewed the report of Dr. Murphy.

In order to develop this report, I reviewed the following resources:

- The Standard Occupational Classification Manual 2010, U.S. Department of Labor, Bureau of Labor Statistics.
- O*NET OnLine, Occupational Information Network, U.S. Department of Labor, Employment and Training Administration, 2012.
- The North American Industry Classification System (NAICS), U.S. Department of Commerce, Bureau of the Census, 2012.
- The Occupational Outlook Handbook, U.S. Department of Labor, Bureau of Labor Statistics, 2012.
- ATS Maintenance Contract # CBE-552 between Nevada's Clark County Department of Aviation and Bombardier Transportation Holdings USA, Inc., June 3, 2008.
- Written descriptions of the INNOVIA APM Automated People Mover System, Las Vegas, and interviews with Bombardier Transportation staff.
- Bureau of Labor Statistics (BLS) Statistical Programs:

* Occupational Employment Statistics (OES) Program, May 2011.

* Employer Costs for Employee Compensation (ECEC), June 2012.

Employment Research Corporation

* National Compensation Survey (NCS), June 2012.

* The National Industry – Occupation Employment Matrix, 2010.

- National Guidelines for Apprenticeship Standards, Elevator Constructor Mechanic, National Elevator Industry Education Program (NEIEP) for International Union of Elevator Constructors (IUEC) and Participating Employers.
- Guidebook for Planning and Implementing Automated People Mover Systems at Airports, Federal Aviation Administration, Transportation Research Board, Washington, D.C., 2010.
- 2012 Prevailing Wage Rates for Clark County

II. THE WORK OF ATS APM TECHNICIANS

A. Extent of Work on Contract #CBE-552 for Maintenance of Automated Transit System Equipment

Technician work performed under the Bombardier contract with the Clark County Department of Aviation calls for the inspection, cleaning, adjustment, preventive maintenance, lubrication, repair, testing, replacement of worn parts, and replacement and repair of spare equipment for McCarran's Automated Transit System. That system provides a timely and convenient means of intra-airport transportation. The system is comprised of guideways, electronic controls, and vehicles, each having their own sets of tires, electric motors, a chassis-like underbody, and braking system. Specific operation and maintenance tasks include:

- Monitor and maintain operations. For example, if required, thoroughly check stalled vehicles and attempt to restart using onboard reset devices. If a vehicle cannot be restored to automatic operations, manually drive the vehicle to the nearest station, using onboard controls. Passengers may deboard at the station.
- Maintain detailed records and inventory data to ascertain compliance with timing, safety, and availability requirements of the ATS system and subsystems.
- Perform routine subsystem scheduled and non-scheduled maintenance of electrical, mechanical, electro-mechanical, and pneumatic components.
- Troubleshoot ATS system and subsystem components to identify problems or failures to implement repairs.

Employment Research Corporation

- Service and maintain ATS vehicles including wheels, frame, structural members and body, seats, windows, panels, doors, suspension equipment, propulsion and braking equipment, control equipment, accessories, door mechanisms, graphic, and air conditioning equipment.
- Vehicle maintenance includes such tasks as daily cleaning, diagnostic equipment-assisted checks, and subsystem checks (routine maintenance); changing or adding lubricants and performing equipment adjustments (minor maintenance); replacing major repairable units and limited rebuilding of select major components (major maintenance); and non-scheduled maintenance in response to unsatisfactory conditions or operational failures.
- Guideway equipment maintenance includes such tasks as removal of debris and litter from the Guideway, periodic washing with high pressure water, and diagnostic equipment-assisted checks (routine maintenance); touch-up painting and alignment of guidance devices (scheduled maintenance); and non-scheduled maintenance in response to unsatisfactory conditions or operational failures.
- Station equipment maintenance services all electrical, electronic and mechanical equipment, windows, and door panels, passenger controls and displays. Specific tasks include diagnostic equipment-assisted checks (routine maintenance); station door adjustments and repairs, graphics repairs, and occupancy detector adjustments and repairs (scheduled maintenance); and non-scheduled station equipment maintenance required by unsatisfactory conditions or operational failure.
- Power distribution equipment maintenance services the Uninterruptible Power Supply (UPS), power rails, and surge protection equipment, and includes alignment and adjustment of Guideway power rails.
- Automatic train control (ATC) maintenance services all automatic vehicle control (AVC) equipment, including the Automated Transit System Control Center equipment. Specific tasks include cleaning of ATC equipment cabinets, diagnostic equipment-assisted checks, and periodic verification of the proper and safe operation of all ATC equipment (routine maintenance); test operation of redundant equipment, component operational checks, preventive maintenance on Control Center equipment, and repair or replacement of failed equipment or components (scheduled maintenance); and non-scheduled automatic vehicle control servicing required by unsatisfactory conditions or operational failure of AVC equipment.
- With owner approval and in accordance with recommended heavy maintenance and overhaul practices, additional tasks may include, for example, propulsion motor overhaul, axle differential and planetary gear overhaul, and replacement of carpet (for vehicles); and Guideway painting and running surface repair (for Guideway).

Employment Research Corporation

B. Suitability of Elevator Constructor Classification

For the most part, union arguments advanced in this matter have focused on whether or not Contract #CBE-552 is covered by the prevailing wage provisions of the State of Nevada's Regulations. Having reviewed numerous pages of complaints, appeals, and related documentation, I noted just two instances in which it was directly stated that Automated Transit Technicians should be paid at the Elevator Constructor rates or that Elevator Constructors in the context of elevators (including automated people movers) normally perform some of the work (heavy maintenance and overhaul work) on the subject contract.

However, I found no objective information that explains why Transit Technician employees should be treated as though they were Elevator Constructors. Regardless of the complexities and application of the governing Regulations and how they relate to specific prevailing rates, it is irrational to base the pay of workers in one occupation and industry on actual rates experienced by a very different occupation in another industry.

In terms of industry setting, Elevator Installers and Repairers are predominantly Construction Industry workers. According to the North American Industry Classification System, the Construction sector comprises establishments primarily engaged in the construction of buildings or engineering projects (e.g., highways and utility systems). Establishments primarily engaged in the preparation of sites for new construction and establishments primarily engaged in subdividing land for sale as building sites also are included in the sector. (See Attachment 2.)

On the other hand, the Transportation and Warehousing sector includes industries providing transportation of passengers and cargo, warehousing and storage for goods, scenic and sightseeing transportation, and support activities related to modes of transportation. Establishments in these industries use transportation equipment or transportation related facilities as a productive asset. The type of equipment depends on the mode of transportation. The modes of transportation are air, rail, water, road, and pipeline. (See Attachment 3.)

In this case, it is being contended that installation, maintenance, and repair work of the Transportation sector (Other Urban Transit Systems) should be compensated as though it were construction and extraction work within the Construction sector (Other Building Equipment Contractors). By consulting the Bureau of Labor Statistics Industry-Occupation Matrix, we can see the dominance of the construction industry in the employment of Elevator Installers and Repairers. Over 90 percent of those working as Elevator Installers and Repairers are employed in the Other Building Equipment Contractors sector of the Construction Industry. At the same time, No Elevator Installer and Repairer employment is noted under any Transportation Industry sector. (See Attachment 4.)

The different nature of these industries in general, and these occupations, in particular, is demonstrated when we compare the setting and tasks of the APM Transit Technicians noted above with those of Elevator Installers and Repairers. While the latter, clearly, is a Construction and

Employment Research Corporation

Extraction industry occupation, the work of the Transit Technician involves no construction and extraction tasks.

According to the Standard Occupational Classification System and the nation's O*NET system, Elevator Installers and Repairers assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, or dumbwaiters. The Bureau of Labor Statistics, Occupational Outlook Handbook and the nation's O*NET system list typical tasks for this occupation, including:

- Read blueprints to determine the equipment needed for installation or repair.
- Install or repair elevator doors, steel frames and cables, motors, and control systems.
- Locate malfunctions in breaks, motors, switches, and control systems.
- Connect electrical wiring to control panels and electric motors.
- Use test equipment, such as ammeters and voltmeters, to diagnose problems.
- Adjust counterweights, door mechanisms, and safety controls.
- Test newly installed equipment to ensure that it meets specifications.
- Disassemble defective units, and repair or replace parts such as locks, gears, cables, and electric wiring.
- Comply with safety regulations and building codes.
- Keep service records of all maintenance and repair tasks.

The work context of Elevator Installers and Repairers, according to the nation's O*NET occupational information, the primary source of such data, includes:

- Exposure to High Places.
- Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets.
- Exposure to Hazardous Conditions.
- Exposure to Hazardous Equipment.
- Regularly Lift and Carry Heavy Equipment and Parts.
- Rates of Injury and Illness Slightly Higher than National Average.

Therefore, in terms of working environment, Elevator Installers and Repairers may spend time in the cramped, uncomfortable, and potentially dangerous quarters of an elevator shaft. On the other hand, APM Transit Technicians are assigned to strategically placed and relatively comfortable stations or shop locations where they are available to troubleshoot and resolve problems that may occur.

At the same time, APM Transit Technicians may be considered to operate the INNOVIA APM through 24/7 surveillance and correction of problems through in-person action, including manual functioning of disabled vehicles. Continuous systems inspection, preventive or corrective maintenance, and repair or replacement of defective parts provides comprehensive care of this transportation system.

Employment Research Corporation

On the other hand, while Elevator Installers and Repairers do not continually operate elevators, escalators, dumbwaiters, or moving sidewalks, they do provide for the initial installation of this building equipment as part of the construction process. Such work would be beyond the usual scope of APM Technician duties.

In terms of education and training requirements, according to the Occupational Outlook Handbook, elevator installers and repairers learn their trade through a 4-year apprenticeship. For each year of the program, apprentices must have at least 144 hours of related technical instruction and 2,000 hours of paid on-the-job training.

During training, apprentices learn blueprint reading, electrical and electronic theory, mathematics, applied physics, and safety. Installation topics include procedures for hoisting heavy equipment; building a safe working platform and scaffolding; and assembly of the elevator car and counterweight sling. (See Attachment 5.) Several states require Elevator Installers and Repairers to be licensed, with candidates having to pass an exam. The National Association of Elevator Contractors offers two certification programs.

Entry level Transit Technician positions, on the other hand, require a high school degree or its equivalent and two-years of study or experience in mechanical, electro-mechanical, electronic, and pneumatic systems.

Whether an elevator installer specializes in constructing or maintaining and repairing elevators, their prevailing compensation is based upon substantial training that includes hours of instruction in construction skills. Each is paid a journeyman rate that reflects construction industry and occupation requirements that are irrelevant to the APM Transit Technician occupation.

According to national OES survey data reported in the O*NET system, the median annual wage for elevator installers and repairers in 2011 was \$75,060 or an hourly rate of \$36.09. The median rate for a Standard Occupational Classification system position comparable to the APM Transit Technician occupation (Electrical and Electronics Installers and Repairers, Transportation) is about two-thirds (66.4 percent) of the Elevator Installer and Repairer median rate, \$49,810 annually and \$23.95 hourly.

If APM Transit Technician work at McCarran is the work of Elevator Constructors, as contended by the union, then, movement within the occupation should work both ways. Thus, a journeyman APM Transit Technician should, with little additional training and experience, be able to enter a construction site and proceed to install elevators, or enter a skyscraper and repair and adjust a bank of elevators. However, given union apprenticeship requirements and the significant construction skills covered by elevator constructor preparation, such labor mobility would be unlikely.

Given the conflicting industry setting and work environment, lack of elevator constructor operations responsibilities, initial system installation responsibilities absent in the APM Transit Technician work, significant construction skills and experience requirements typical of Elevator Constructor jobs, differing education and training requirements, and wide discrepancies in prevailing

Employment Research Corporation

wage rates, I must conclude that the Elevator Constructor classification is not appropriate for workers operating and maintaining the McCarran International Airport INNOVIA Automated People Mover System. (See Matrix of Key Differences, below.)

Matrix of Key Differences

Occupational Characteristic	Automated Transit System Technician	Elevator Constructor (Installers and Repairers)
Transportation Industry setting	X	
Provide 24/7 surveillance/maintenance	X	
Drive vehicles to nearest station	X	
Maintain Guideways	X	
Service individual vehicle wheels, seats, windows, suspension, propulsion, and braking systems	X	
Assigned to station or shop locations	X	
Construction Industry setting		X
Initial installation of steel frames and cables, motors, and control systems		X
Adjust counterweights		X
Exposure to high and cramped places (elevator shafts)		X
Exposure to hazardous conditions and equipment		X
Regularly lift and carry heavy equipment and parts		X

III. STANDARD OCCUPATIONS THAT DO FIT APM TECHNICIAN CHARACTERISTICS

Since there are only 40+ Automated People Mover airport systems in operation, and their employment of APM Transit Technicians is somewhat limited compared to other occupations, the Standard Occupational Classification System does not include a unique description for that work. However, there are standard occupations that may be used as appropriate proxies. None is a perfect fit, but each involves tasks, work context, and preparation requirements mostly comparable to those of the APM Transit Technician.

Employment Research Corporation

A. Electrical and Electronic Installers and Repairers, Transportation (See Attachment 6.)

According to the Standard Occupational Classification System, Electrical and Electronic Installers and Repairers, Transportation, install, adjust, or maintain mobile electronics communication equipment, including sound, sonar, security, navigation, and surveillance systems on trains, watercraft, or other mobile equipment.

The nation's O*NET system states that workers in this occupation install, adjust, or maintain mobile electronics, communication equipment, including sound, sonar, security, navigation, and surveillance systems on trains, watercraft, or other mobile equipment. The BLS Industry-Occupation Matrix reports that the Transportation and Warehousing industrial sector accounts for the largest portion of this occupation's employment (37.1 percent). (See Attachment 7.)

Typical tasks of this occupation include:

- Inspect and test electrical systems and equipment to locate and diagnose malfunctions, using visual inspections, testing devices, and computer software.
- Reassemble and test equipment after repairs.
- Splice wires with knives or cutting pliers, and solder connections to fixtures, outlets, and equipment.
- Install new fuses, electrical cables, or power sources as required.
- Locate and remove or repair circuit defects such as blown fuses or malfunctioning transistors.
- Adjust, repair, or replace defective wiring and relays in ignition, lighting, air-conditioning, and safety control systems, using electrician's tools.
- Refer to schematics and manufacturers' specifications that show connections and provide instructions on how to locate problems.
- Maintain equipment service records.
- Cut openings and drill holes for fixtures, outlet boxes, and fuse holders, using electrical drills and routers.
- Measure, cut, and install frameworks and conduit to support and connect wiring, control panels, and junction boxes, using hand tools.

The work context includes:

- Wear common protective or safety equipment such as safety shoes, glasses, gloves, hearing protection, hard hats, or life jackets.

In terms of education and training requirements, according to the Occupational Outlook Handbook, employers prefer to hire applicants who have taken courses in electronics at a community college or technical school, but having a high school diploma may be enough for some jobs. Certifications are offered by the Electronics Technicians Association International and the International Society of Certified Electronics Technicians.

Employment Research Corporation

The 2011 OES median wage for this occupation, as reported through the O*NET system, was \$23.95 per hour or \$49,810 annually.

B. Electrical and Electronics Repairers, Commercial and Industrial Equipment (See Attachment 8.)

According to the Standard Occupational Classification System, Electrical and Electronics Repairers, Commercial and Industrial Equipment repair, test, adjust, or install electronic equipment, such as industrial controls, transmitters, and antennas. The Bureau of Labor Statistics, Occupational Outlook Handbook, defines the occupation as follows: installs, repairs, or replaces a variety of electrical equipment in telecommunications, transportation, utilities, and other industries. The O*NET system lists these tasks:

- Test faulty equipment to diagnose malfunctions, using test equipment or software, and applying knowledge of the functional operation of electronic units and systems.
- Inspect components of industrial equipment for accurate assembly and installation or for defects, such as loose connections or frayed wires.
- Install repaired equipment in various settings, such as industrial or military establishments.
- Examine work orders and converse with equipment operators to detect equipment problems and to ascertain whether mechanical or human errors contributed to the problems.
- Perform scheduled preventive maintenance tasks, such as checking, cleaning, or repairing equipment, to detect and prevent problems.
- Study blueprints, schematics, manuals, or other specifications to determine installation procedures.
- Set up and test industrial equipment to ensure that it functions properly.
- Repair or adjust equipment, machines, or defective components, replacing worn parts, such as gaskets or seals in watertight electrical equipment.
- Maintain equipment logs that record performance problems, repairs, calibrations, or tests.
- Calibrate testing instruments and installed or repaired equipment to prescribed specifications.

The work context of this occupation includes:

- Wear common protective or safety equipment such as safety shoes, glasses, hearing protection, hard hats, or life jackets.
- Indoors, environmentally controlled.
- Sounds, noise levels are distracting or uncomfortable.
- Exposed to contaminants.

In terms of education and training, according to the Occupational Outlook Handbook, most electrical and electronics installers and repairers obtain specialized training at a technical college, although a high school diploma may be sufficient for some jobs. Various organizations offer certifications.

The 2011 median wage for this occupation is \$25.16 per hour or \$52,320 annually.

Employment Research Corporation

C. Electro-Mechanical Technicians (See Attachment 9.)

According to the Standard Occupational Classification System, Electro-Mechanical Technicians operate, test, and maintain unmanned, automated, servo-mechanical, or electro-mechanical equipment. They may operate unmanned submarines, aircraft, or other equipment at worksites, such as oil rigs, deep ocean exploration, or hazardous waste removal. They may also assist engineers in testing and designing robotics equipment.

The nation's O*NET system describes this occupation's key tasks as:

- Test performance of electromechanical assemblies, using test instruments such as oscilloscopes, electronic voltmeters, or bridges.
- Read blueprints, schematics, diagrams, or technical orders to determine methods and sequences of assembly.
- Install electrical or electronic parts and hardware in housings or assemblies, using soldering equipment and hand tools.
- Align, fit, or assemble component parts, using hand or power tools, fixtures, templates, or microscopes.
- Inspect parts for surface defects.
- Analyze and record test results, and prepare written testing documentation.
- Verify part dimensions or clearances to ensure conformance to specifications, using precision measuring instruments.
- Operate metalworking machines to fabricate housings, jigs, fittings, or fixtures.
- Repair, rework, or calibrate hydraulic or pneumatic assemblies or systems to meet operational specifications or tolerances.
- Train others to install, use, or maintain robots.

The work context for the occupation includes:

- Indoors, environmentally controlled.
- Wear common protective or safety equipment such as safety shoes, glasses, gloves, hearing protection, hard hats, or life jackets.
- Exposed to contaminants and hazardous equipment.

In terms of education and training requirements, according to the Occupational Outlook Handbook, candidates for this occupation usually complete a 2-year associate's degree program at vocational-technical schools or community colleges. In addition, there are two recognized apprenticeship opportunities associated with this occupation.

The 2011 median wage for this occupation, as reported through the O*NET system, was \$24.63 per hour, or \$51,220 annually.

Employment Research Corporation

IV. WAGE ESTIMATES FOR LOCAL APM TRANSIT TECHNICIANS

To estimate reasonable wage rates for APM Transit Technicians working in Clark County, I utilized the Bureau of Labor Statistics Occupational Employment Statistics (OES) program. Estimates were calculated with data collected from employers in all industry sectors statewide and in individual metropolitan statistical areas, such as the Las Vegas-Paradise Statistical Area, composed of Clark County.

Due to the relatively small number of workers employed in Clark County as Electrical and Electronic Installers and Repairers, Transportation Equipment, and Electro-Mechanical Technicians, the estimates provided for these occupations are statewide. However, comparisons of wage rates for the Metropolitan Statistical Area versus the state for all occupations, Electrical and Electronics Repairers, Commercial and Industrial Equipment, and Elevator Installers and Repairers reflects only slight differences, as portrayed in Table 1, below.

Table 1
Wage Comparisons between Nevada Statewide And
Las Vegas-Paradise Area Employment and Wage Data

Geographic and Occupational Detail	Employment	Median Hourly Rate	Mean Hourly Rate	Mean Annual Wage
All Occupations				
Statewide	1,112,780	\$15.70	\$20.13	\$41,860
Las Vegas-Paradise Area	806,040	\$15.41	\$19.85	\$41,290
Electrical & Electronic Installers & Repairers, Commercial & Industrial				
Statewide	260	\$27.90	\$29.00	\$60,330
Las Vegas-Paradise Area	150	\$27.75	\$29.14	\$60,510
Elevator Installers and Repairers				
Statewide	250	\$43.78	\$42.14	\$87,640
Las Vegas-Paradise Area	210	\$45.08	\$42.78	\$88,980

Source: Bureau of Labor Statistics (BLS), May 2011 Occupational Employment Statistics Program survey.

Table 2 presents the OES employment and wage data for the three selected occupations whose characteristics are similar to those of the APS Transit Technician. Also included are estimates of benefits and total compensation, based upon Employer Cost for Employee Compensation program data from the BLS. Benefits are computed based upon the private industry average of 29.6 percent of total compensation. (See Attachment 10.)

Employment Research Corporation

Table 2
Wage, Benefit and Total Compensation Data for
Occupations Comparable to ATS Transit Technicians
The McCarran International Airport

Compensation Measure	Electrical and Electronic Installers and Repairers, Transportation Equipment	Electrical and Electronic Repairers, Commercial and Industrial Equipment	Electro-Mechanical Technicians
Mean Total Compensation	\$28.44	\$41.39	\$37.40
Mean Hourly Rate	\$20.02	\$29.14	\$26.33
Mean Hourly Benefits	\$ 8.42	\$12.25	\$11.07

Mean hourly rates are from the May 2011 Bureau of Labor Statistics Occupational Employment Statistics survey for the Las Vegas — Paradise Metropolitan Statistical Area. Mean benefits and mean total compensation are computed based upon information from the BLS Employer Cost for Employee Compensation program.

V. SELECTION OF OCCUPATION FROM CLARK COUNTY PREVAILING WAGE LIST

Based upon the above information, when limited to selecting the most comparable occupation to the ATS Transit Technician from the Clark County list of occupations and wages, the Electronic Communication Installer/Technician (Electrician-Communication Tech.) is the obvious choice, with a 2012 wage rate of \$39.80 per hour. The occupation's principle tasks include:

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

Employment Research Corporation

These duties bear a close relationship to those of the three standard occupations selected and are most comparable to ATS Technician responsibilities than any of the other occupations listed. (See Attachment 11.)

VI. DESCRIPTION AND ASSESSMENT OF EXPERT REPORT

A. Report Description

Dr. Murphy reached four conclusions concerning his comparison of the Airport ATS Technician position at McCarran International Airport and the occupation of Elevator Installer/Repairer. (See Attachment 12.)

- The job of Airport ATS Technicians at McCarran International Airport requires virtually all of the knowledge, skills, abilities, and experience required of Elevator Installer/Repairers.
- The work activities performed by Airport ATS Technicians overlap substantially with those performed by Elevator Installer/Repairer.
- The job of Airport ATS Technician is comparable to, and perhaps more demanding than the job of Elevator Installer/Repairers.
- The job of Airport ATS Technicians at McCarran International Airport is appropriately classified as an Elevator Constructor/Installer/Repairer.

His conclusions are based upon:

- An on site visit, including the examination of tools, equipment, and facilities, and the provision of explanations of the work performed.
- Interviews and job analysis questionnaire ratings from four ATS Technicians.
- Review of publications describing the tasks, maintenance/repair procedures, and tools and equipment used by ATS Technicians, and the technologies used by ATS Technicians and Elevator Installers/Repairers.
- O*NET information for Elevator Installers/Repairers.
- A comparison of the ATS Technician job with the description of the job performed by Elevator Installers/Repairers.

B. Assessment

Overall, Dr. Murphy's three-page report lacked the detail which would allow a reviewer to accept his findings. While he draws firm conclusions regarding the similarity of ATS Technician and Elevator Constructor positions, no information is provided as to exactly how these jobs match-up. Rather than providing examples that back-up his contentions, the reviewer is simply expected to take his word for each conclusion reached.

Employment Research Corporation

With regard to the interviews conducted and job analysis questionnaires completed, how do we know that the opinions of the sample of four ATS Technicians interviewed are representative of the ATS Technician population? Also, given the open disputes over ATS Technician classifications and wages, one has to wonder whether bias helped to shape the answers provided. In any case, Dr. Murphy failed to furnish any of these data, again, expecting the reviewer to blindly accept his characterization of the information.

The contents of this report represent my opinion to a reasonable degree of professional certainty. This report is based on analysis conducted by me or by members of the staff of Employment Research Corporation under my direction. I reserve the right to alter my opinion should additional information become available.

Sincerely,



Alan L. Moss, Ph. D.
Senior Consultant, Employment Research Corporation

Attachment 1

Curriculum Vitae
Alan L. Moss, Ph. D.

325 Blossom Circle
Egg Harbor Township, NJ
Office: 609-669-1462
Fax: 609-669-1463
Cell: 609-705-6204
moss3@verizon.net

Education

Doctor of Philosophy, the Economics of Human Resources, Catholic University of America, 1981 (Minor in Political Science)
Master of Arts, Economics, Temple University, 1967 (Minor in Political Science)
Bachelor of Science, Commerce (Business Administration), Rider University, 1965 (Minor in Economics)

Record of Accomplishment

As Senior Consultant, Employment Research Corporation (2002-2012), directed team in determining the economic loss of plaintiffs in a case involving a large financial institution's failure to pay wages in accordance with Federal and State labor laws. Prepared and delivered expert testimony to shape required wage rates in accordance with a State's prevailing wage law. Led team in the study of uncompensated preliminary and postliminary activities with the view toward verifying appropriate damage estimates. Conducted research and developed proposals and reports in support of various corporate objectives.

As Chief Economist of the U.S. Department of Labor, Wage and Hour Division (July 1997- May 2002) initiated program of National Office and Regional compliance surveys to effectively measure labor standards compliance. Directed the preparation of published economic reports on the U.S. minimum wage as applied to the Mainland, the Commonwealth of the Northern Marianas, and the territory of American Samoa.

As Director of Wage Determinations for the Wage and Hour Division (1984-96), designed and directed new procedures for weekly publication of prevailing wage determinations, resulting in improved customer service and large agency savings. Initiated effective programs of wage determination automation, publication of manuals of operation, staff training and interested party seminars.

Through an American Political Science Association Fellowship (1989), served as Legislative Assistant on labor and education issues to U.S. Senator Frank R. Lautenberg. Conceived and drafted bills -- introduced in the U.S. Senate -- to

combat labor shortages and enhance the education of inner city youth.

As Chief of Labor Market Information (LMI) for the Employment and Training Administration (ETA) (1980-83), conceived and directed development of the program to Improve Career Decision Making, which trained over 25,000 counselors in the use of career and labor market information. Also, originated and developed the LMI Training Institute -- a university-based program for training LMI staff and customers.

As Labor Economist for the ETA (1975-79), initiated development of the first system to aggregate Job Bank openings nationally. Then, launched Occupations in Demand at Job Service Offices, a national newspaper that provided 400,000 students and jobseekers monthly information on occupations in demand by geographic area.

With ETA's U.S. Employment Service (1967-1974), led the Industry Manpower Survey Program, publishing reports on some of the nation's leading industries. Developed the first standard Job Bank Book format. During that period, I directed the development of a prototype Manpower Planning System under a 2-year assignment through the Intergovernmental Personnel Act. Published Manpower Planning: The State Of The Art.

Teaching Experience

Adjunct Instructor, Central Michigan University, 1997. Developed curriculum and instructed students in a graduate seminar in the Economics of Labor.

Adjunct Instructor, University of Virginia, Falls Church, 1981-1986. Developed and delivered curriculums in undergraduate Career Development and Macroeconomics.

Adjunct Instructor, The Catholic University of America, 1990. Developed curriculum and instructed Ph.D. guidance candidates in Advanced Career Planning.

Examples of Honors & Special Recognition

Received numerous Department of Labor Outstanding Performance/Secretary's Exceptional Achievement Awards.

Presented numerous papers at conferences such as the 1993 Bureau of Labor Statistics International Occupational Classification Conference.

Won Congressional fellowship, Office of Senator Frank R. Lautenberg, 1989.

Represented U.S. at the Symposium on Occupational and Educational Information, International Labor Organization, Turin, Italy, 1979.

Served on a 2-year Intergovernmental Personnel Act assignment developing an Employment Planning System for local government use, 1972-74.

Publications

Employment Opportunity: Outlook, Reason, and Reality (Prentice Hall 2000): A college textbook, teaching the social, psychological, and economic concepts vital to career success. It includes both narrative text and CD-ROM for end-of-chapter applications and job search activities.

Economic Report: The Minimum Wage in American Samoa, U.S. Department of Labor, April 2001.

Minimum Wage and Overtime Hours under the Fair Labor Standards Act, U.S. Department of Labor, January 2001.

"Evaluation of the Hay Report: Minimum Wage Analysis for the Commonwealth of the Northern Mariana Islands," U.S. Department of Labor, March 1998.

Minimum Wage and Overtime Hours under the Fair Labor Standards Act, U.S. Department of Labor, June 1998.

"Agency Addresses Customer Wishes Using Quality Management Outreach," *Workforce Magazine*, Summer 1994.

"Consumer Criteria for the Next Standard Occupational Classification," Proceedings of the International Occupational Classification Conference, U.S. Department of Labor, September 1993.

Service Contract Act Wage Determinations Manual of Operations, Editor, U.S. Department of Labor, 1987.

Service Contract Act Directory of Occupations (Second Edition), Editor, U.S. Department of Labor, July 1986.

Davis-Bacon Construction Wage Determinations Manual of Operations, Editor, April 1986.

"General Wage Determinations Issued Under the Davis-Bacon and Related Acts," Editor, U.S. Department of Labor, January 1986.

Service Contract Act Directory of Occupations (First Edition), Editor, U.S. Department of Labor, April 1985.

Improve Career Decision-Making, LMI Monograph No. 10, U.S. Department of Labor, February 1983.

"A Test of the Application of Markov Chain Models to the Analysis of Internal

Labor Markets and Manpower Forecasting in Large Organizations," Ph. D. Dissertation, the Catholic University of America, January 1981.

"Occupations in Demand At Job Service Offices," Editor, U.S. Department of Labor, Monthly Editions and News Releases, 1977 - 1981.

"A National Perspective on the Labor Market Information Program," *Labor Market Information: Key to Improved CETA Planning*, U.S. Department of Labor, November 1979.

"New Job Search Tool Lists High-Demand Openings," *Manpower Program Digest*, U.S. Department of Labor, September 1975.

Manpower Planning: The State of the Art, IPA Manpower Planning Project, District of Columbia Government, April 1973.

"GI's Draw on Job Bank," *Manpower Magazine*, U.S. Department of Labor, October 1972.

Industry Manpower Survey No. 116, Nursing Homes and Related Health Care Facilities, U.S. Department of Labor, 1969.

"Will Manpower Shortages Curtail Your Growth?" *Cooking for Profit*, Vol. 38, No. 223, July 1969.

"Manpower Shortage in Food Service," *The Cornell Hotel and Restaurant Administration Quarterly*, May 1969.

Industry Manpower Survey No. 115, Eating and Drinking Places Industry, U.S. Department of Labor, March 1969.

"Manpower Developments and Outlook in the Computing Machines Industry," *Area Trends in Employment and Unemployment*, U.S. Department of Labor, April 1968.

Industry Manpower Survey No. 113, Blast Furnaces-Steelworks-Rolling Mills, U.S. Department of Labor, September 1967.

"Crisis: Land Use in Brazil's Northeast," Unpublished Masters Thesis, Temple University, January 1, 1967.

Professional Affiliations and Listings

National Association of Forensic Economists

The Authors Guild

American Political Science Association

International Thriller Writers

North American Industry Classification System

You are here: [Census.gov](#) > [Business & Industry](#) > [NAICS](#) > [NAICS Search/Tools](#)

2012 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Sector 23 -- Construction^T

The Sector as a Whole

The Construction sector comprises establishments primarily engaged in the construction of buildings or engineering projects (e.g., highways and utility systems). Establishments primarily engaged in the preparation of sites for new construction and establishments primarily engaged in subdividing land for sale as building sites also are included in this sector.

Construction work done may include new work, additions, alterations, or maintenance and repairs. Activities of these establishments generally are managed at a fixed place of business, but they usually perform construction activities at multiple project sites. Production responsibilities for establishments in this sector are usually specified in (1) contracts with the owners of construction projects (prime contracts) or (2) contracts with other construction establishments (subcontracts).

Establishments primarily engaged in contracts that include responsibility for all aspects of individual construction projects are commonly known as general contractors, but also may be known as design-builders, construction managers, turnkey contractors, or (in cases where two or more establishments jointly secure a general contract) joint-venture contractors. Construction managers that provide oversight and scheduling only (i.e., agency) as well as construction managers that are responsible for the entire project (i.e., at risk) are included as general contractor type establishments. Establishments of the "general contractor type" frequently arrange construction of separate parts of their projects through subcontracts with other construction establishments.

Establishments primarily engaged in activities to produce a specific component (e.g., masonry, painting, and electrical work) of a construction project are commonly known as specialty trade contractors. Activities of specialty trade contractors are usually subcontracted from other construction establishments, but especially in remodeling and repair construction, the work may be done directly for the owner of the property.

Establishments primarily engaged in activities to construct buildings to be sold on sites that they own are known as for-sale builders, but also may be known as speculative builders or merchant

9/25/12

NAICS Search

builders. For-sale builders produce buildings in a manner similar to general contractors, but their production processes also include site acquisition and securing of financial backing. For-sale builders are most often associated with the construction of residential buildings. Like general contractors, they may subcontract all or part of the actual construction work on their buildings.

There are substantial differences in the types of equipment, work force skills, and other inputs required by establishments in this sector. To highlight these differences and variations in the underlying production functions, this sector is divided into three subsectors.

Subsector 236, Construction of Buildings, comprises establishments of the general contractor type and for-sale builders involved in the construction of buildings. Subsector 237, Heavy and Civil Engineering Construction, comprises establishments involved in the construction of engineering projects. Subsector 238, Specialty Trade Contractors, comprises establishments engaged in specialty trade activities generally needed in the construction of all types of buildings.

Force account construction is construction work performed by an enterprise primarily engaged in some business other than construction for its own account, using employees of the enterprise. This activity is not included in the construction sector unless the construction work performed is the primary activity of a separate establishment of the enterprise. The installation and the ongoing repair and maintenance of telecommunications and utility networks is excluded from construction when the establishments performing the work are not independent contractors. Although a growing proportion of this work is subcontracted to independent contractors in the Construction Sector, the operating units of telecommunications and utility companies performing this work are included with the telecommunications or utility activities.

Source: U.S. Census Bureau | North American Industry Classification System (NAICS) | (888) 756-2427 | naics@census.gov | Last Revised: November 7, 2011

North American Industry Classification System

You are here: Census.gov > [Business & Industry](#) > [NAICS](#) > [NAICS Search/Tools](#)

2012 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Sector 48-49 -- Transportation and Warehousing^T

The Sector as a Whole

The Transportation and Warehousing sector includes industries providing transportation of passengers and cargo, warehousing and storage for goods, scenic and sightseeing transportation, and support activities related to modes of transportation. Establishments in these industries use transportation equipment or transportation related facilities as a productive asset. The type of equipment depends on the mode of transportation. The modes of transportation are air, rail, water, road, and pipeline.

The Transportation and Warehousing sector distinguishes three basic types of activities: subsectors for each mode of transportation, a subsector for warehousing and storage, and a subsector for establishments providing support activities for transportation. In addition, there are subsectors for establishments that provide passenger transportation for scenic and sightseeing purposes, postal services, and courier services.

A separate subsector for support activities is established in the sector because, first, support activities for transportation are inherently multimodal, such as freight transportation arrangement, or have multimodal aspects. Secondly, there are production process similarities among the support activity industries.

One of the support activities identified in the support activity subsector is the routine repair and maintenance of transportation equipment (e.g., aircraft at an airport, railroad rolling stock at a railroad terminal, or ships at a harbor or port facility). Such establishments do not perform complete overhauling or rebuilding of transportation equipment (i.e., periodic restoration of transportation equipment to original design specifications) or transportation equipment conversion (i.e., major modification to systems). An establishment that primarily performs factory (or shipyard) overhauls, rebuilding, or conversions of aircraft, railroad rolling stock, or a ship is classified in Subsector 336, Transportation Equipment Manufacturing according to the type of equipment.

Many of the establishments in this sector often operate on networks, with physical facilities, labor forces, and equipment spread over an extensive geographic area.

9/25/12

NAICS Search

Warehousing establishments in this sector are distinguished from merchant wholesaling in that the warehouse establishments do not sell the goods.

Excluded from this sector are establishments primarily engaged in providing travel agent services that support transportation and other establishments, such as hotels, businesses, and government agencies. These establishments are classified in Sector 56, Administrative and Support and Waste Management and Remediation Services. Also, establishments primarily engaged in providing rental and leasing of transportation equipment without operator are classified in Subsector 532, Rental and Leasing Services.

Source: U.S. Census Bureau | North American Industry Classification System (NAICS) | (888) 756-2427 | naics@census.gov | Last Revised: November 7, 2011

Attachment 4

Employment by industry, occupation, and percent distribution, 2010 and projected 2020.
47-4021 Elevator Installers and Repairers

(Employment in thousands)
Industries with fewer than 60 jobs, confidential data, or poor quality data are not displayed

Code	Title	2010			2020			Percent change	Employment change
		Employment	Percent of ind	Percent of occ	Employment	Percent of ind	Percent of occ		
TE1000	Total employment	10.9	0.0	100.0	22.2	0.0	100.0	11.3	2.3
TE1200	Total wage and salary employment	10.9	0.0	100.0	22.2	0.0	100.0	11.3	2.3
220000	Construction	18.3	0.3	51.7	20.4	0.3	91.8	11.6	2.1
236300	Specialty trade contractors	18.2	0.8	91.6	20.3	0.4	91.7	11.4	2.1
238200	Building equipment contractors	18.2	1.1	91.6	20.3	0.9	91.6	11.4	2.1
238200	Other building equipment contractors	18.1	15.5	91.0	20.2	19.7	91.0	11.5	2.0
31-390	Manufacturing	0.4	3.0	2.2	0.4	0.0	2.0	-2.5	0.0
333000	Machinery manufacturing	0.4	0.0	2.1	0.4	0.0	1.5	-2.4	0.0
333000	Other general purpose machinery manufacturing	0.4	0.2	2.1	0.4	0.2	1.9	-2.4	0.0
420000	Wholesale trade	0.4	0.0	2.0	0.8	0.0	2.2	24.0	0.1
423000	Merchant wholesalers, durable goods	0.1	0.0	0.5	0.1	0.0	0.5	2.3	0.0
423000	Machinery, equipment, and supplies merchant wholesalers	0.1	0.0	0.5	0.1	0.0	0.4	1.3	0.0
423000	Wholesale electronic markets and agents and brokers	0.2	0.0	1.2	0.3	0.0	1.4	37.6	0.1
610000	Educational services, State, local, and private	0.2	0.0	1.2	0.3	0.0	1.2	18.7	0.0
611000	Educational services, State, local, and private	0.2	0.0	1.2	0.3	0.0	1.2	18.7	0.0
611200	Junior colleges, colleges, universities, and professional schools, State, local, and private	0.2	0.0	1.1	0.3	0.0	1.2	18.8	0.0
611200	Colleges, universities, and professional schools, State, local, and private	0.2	0.0	1.1	0.3	0.0	1.2	18.8	0.0
611300	Colleges, universities, and professional schools, private	0.1	0.0	0.3	0.1	0.0	0.4	28.9	0.0
611300	Colleges, universities, and professional schools, State	0.2	0.0	0.8	0.2	0.0	0.8	12.5	0.0
910000	Federal government	0.1	0.0	0.4	0.1	0.0	0.3	-45.0	0.0
999000	Federal government, excluding postal service	0.1	0.0	0.4	0.1	0.0	0.3	-42.9	0.0

Attachment 5

ADDENDUM A

WORK PROCESS SCHEDULE

TRADE SCHEDULE FOR: ELEVATOR CONSTRUCTOR
O*NET/SOC: 47-4021.00

WORK PROCESSES

APPROXIMATE HOURS

A. CONSTRUCTION/MODERNIZATION

2300 hrs

1. SAFETY

- Identify job hazards
- What proper safety equipment to wear and use
- Common sense safety around elevators and escalators
- Fundamentals of first aid & MSDS information
- Avoiding electric shock, GFCI's
- Codes that apply to the elevator industry

2. PRINT READING

- Read prints
- Survey the hoistway for new installation and modernization
- Convert to meter equivalents

3. HANDLING MATERIALS & TOOLS: RIGGING & HOISTING

- Safety Procedures
- Properly handle and store elevator/escalator equipment
- Tie and identify knots, bends and hitches
- Safety procedures for hoisting heavy equipment
- Building a safe working platform & scaffolding
- Use all safety devices

4. PIT STRUCTURES

- Safety Procedures
- Introduction to the pit components and their purpose
- Install pit equipment: buffers, compensating sheaves, compensating ropes and chains
- Testing of pit equipment for proper operation

02136

ER2136

5. GUIDE RAILS

- Safety Procedures
- Prepare rails and rail runs
- Build templates, drop lines and plumb hoistways of single, multiple or corner post installations
- Install guide rails
- Use a rail gauge and align rails

6. MACHINE ROOM, ESCALATOR & OVERHEAD INSTALLATIONS

- Safety Procedures
- Layout and properly align & set equipment
- Properly align sheaves, tracks and gears
- Offset roping
- Calibrate and test
- Proper inspection and maintenance procedures for the equipment

7. CAR & COUNTERWEIGHT ASSEMBLY & ROPING

- Safety Procedures
- Assemble car and counterweight sling
- Why elevators use counterweights
- Proper handling & storage of wire ropes
- Plan a rope run and learn other methods of installing and reroping

8. WIRING INSTALLATION

- Safety Procedures
- Terminology for various tools and electrical equipment
- Plan and install raceway and conduit
- Bend conduit
- Plan wiring and pulling wires safely and efficiently
- Accurately prepare and install traveling cables
- Bonding and grounding equipment
- Prepare the elevator/escalator for running operation

9. DOOR INSTALLATION

- Safety Procedures
- Proper terminology for doors and relating equipment
- Install car and hoistway entrances and door equipment accurately
- Install & adjust elevator doors, gates for passenger, freight & dumbwaiter

10. HYDRAULICS

- Safety Procedures
- Drill a hole for a hydraulic jack
- Properly install and plumb the casing & jack with specific tools
- Layout a pipe run and connections to power unit and jack
- Hydraulic theory and valve operation
- Adjust the valves for proper operation
- Troubleshoot and isolate system problems

B. SERVICE/REPAIR/MODERNIZATION/CONSTRUCTION

3500 hrs

1. BASIC WIRING/ELECTRICITY

- Procedures for working safely with electricity
- Principle on which all electrical concepts are based
- What is electricity and where does it come from?

2. SOLID STATE ELECTRONICS/RELAY LOGIC

- Safety Procedures
- Terminology and safety equipment used on electronic devices
- Binary & hexadecimal systems are related to digital circuitry
- Capacitors and capacitance are used on elevator equipment
- Inductance and inductors are used in circuits
- How a semi-conductor works
- Diode, Zener diodes, photodiodes and light emitting diodes
- Understanding transistors and how they operate
- How SCR's are operated and used in elevator circuits
- Various digital gates and their function
- The functions of integrated power supplies
- Different configurations and uses of the Op Amp
- Relay logic

3. CIRCUIT TRACING/RELAY LOGIC

- Safety Procedures
- Read a wiring diagram symbol and apply it to the equipment on the job
- Sequence of operation of individual circuits such as starting, stopping car and hall call cancellation and direction selection
- Troubleshoot particular circuits that are malfunctioning
- Locate and repair electrical problems such as ground, opens, defective contacts and coils
- Troubleshoot electrical problems with confidence

C. GENERAL REPAIR/MODERNIZATION

1000 hrs

1. REROPEING, RECABLING

- Safety Procedures
- Inspecting for defective ropes, selector tape & cable
- Staging and routing ropes, tapes & cables
- Shackling and socketing

2. DOOR OPERATOR & RELATING EQUIPMENT

- Safety Procedures
- Passenger & freight door, gate repairs and replacements
- Door Operators, repair, replace and adjustments
- Door protective devices and troubleshooting

3. TRAVELING CABLE

- Safety Procedures
- Repair and replacement of traveler in existing hoistways

02138

4. MOTORS, GENERATORS, BEARINGS, SHEAVES, DRIVERS

- Safety Procedures
- Cleaning and lubrication
- Testing and replacing motors, generators, bearings, sheaves and drivers
- Turn and undercut a commutator
- Test shunt and series field coils
- Learn how to check bearings and replace

5. ESCALATORS, MOVING WALKS & SIMILAR EQUIPMENT

- Safety Procedures
- Repair/replace equipment
- Clean and lubricate
- Maintenance on equipment

TOTAL HOURS: 6800 hrs

02139

ER2139

9/25/12

49-2093.00 - Electrical and Electronics Installers and Repairers, Transportation Equipment

Attachment 6

**O*NET OnLine**

Updated 2010

Summary Report for:

49-2093.00 - Electrical and Electronics Installers and Repairers, Transportation Equipment

Install, adjust, or maintain mobile electronics communication equipment, including sound, sonar, security, navigation, and surveillance systems on trains, watercraft, or other mobile equipment.

Sample of reported job titles: Electronic Technician, Boat Rigger, Marine Electrician, Critical Systems Technician, Mechanical Electrical Plumbing Supervisor (MEP Supervisor), Electronic Bench Technician, Electronics Mechanic, Locomotive Electrician, Radio Technician, Troubleshooter

View report: **Summary** Details Custom

[Tasks](#) | [Knowledge](#) | [Skills](#) | [Abilities](#) | [Work Activities](#) | [Work Context](#) | [Job Zone](#) | [Education](#) | [Interests](#) | [Work Styles](#) | [Work Values](#) | [Related Occupations](#) | [Wages & Employment](#) | [Additional Information](#)

Tasks

- Inspect and test electrical systems and equipment to locate and diagnose malfunctions, using visual inspections, testing devices, and computer software.
- Reassemble and test equipment after repairs.
- Splice wires with knives or cutting pliers, and solder connections to fixtures, outlets, and equipment.
- Install new fuses, electrical cables, or power sources as required.
- Locate and remove or repair circuit defects such as blown fuses or malfunctioning transistors.
- Adjust, repair, or replace defective wiring and relays in ignition, lighting, air-conditioning, and safety control systems, using electrician's tools.
- Refer to schematics and manufacturers' specifications that show connections and provide instructions on how to locate problems.
- Maintain equipment service records.
- Cut openings and drill holes for fixtures, outlet boxes, and fuse holders, using electric drills and routers.
- Measure, cut, and install frameworks and conduit to support and connect wiring, control panels, and junction boxes, using hand tools.

[back to top](#)

Knowledge

Production and Processing — Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.

Computers and Electronics — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.

Mechanical — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

Engineering and Technology — Knowledge of the practical application of engineering science and technology.

www.onetonline.org/ork/summary/49-2093.00

02140**ER2140**

9/25/12

49-2093.00 - Electrical and Electronics Installers and Repairers, Transportation Equipment

This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

Mathematics — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

Building and Construction — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.

English Language — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

Design — Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

Public Safety and Security — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.

[back to top](#)

Skills

Critical Thinking — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

Active Listening — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

Complex Problem Solving — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

Operation Monitoring — Watching gauges, dials, or other indicators to make sure a machine is working properly.

Repairing — Repairing machines or systems using the needed tools.

Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.

Equipment Maintenance — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

Reading Comprehension — Understanding written sentences and paragraphs in work related documents.

Speaking — Talking to others to convey information effectively.

Time Management — Managing one's own time and the time of others.

[back to top](#)

Abilities

Arm-Hand Steadiness — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.

Near Vision — The ability to see details at close range (within a few feet of the observer).

Problem Sensitivity — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

Manual Dexterity — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.

Finger Dexterity — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.

Oral Comprehension — The ability to listen to and understand information and ideas presented through spoken

words and sentences.

Information Ordering — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

Control Precision — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.

Deductive Reasoning — The ability to apply general rules to specific problems to produce answers that make sense.

Multilimb Coordination — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.

[back to top](#)

Work Activities

Getting Information — Observing, receiving, and otherwise obtaining information from all relevant sources.

Communicating with Supervisors, Peers, or Subordinates — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.

Updating and Using Relevant Knowledge — Keeping up-to-date technically and applying new knowledge to your job.

Monitor Processes, Materials, or Surroundings — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.

Analyzing Data or Information — Identifying the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.

Repairing and Maintaining Electronic Equipment — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

Making Decisions and Solving Problems — Analyzing information and evaluating results to choose the best solution and solve problems.

Inspecting Equipment, Structures, or Material — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

Performing General Physical Activities — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.

Processing Information — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

[back to top](#)

Work Context

Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?

Contact With Others — How much does this job require the worker to be in contact with others (face-to-face, by telephone, or otherwise) in order to perform it?

Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls — How much does

9/25/12

49-2093.00 - Electrical and Electronics Installers and Repairs, Transportation Equipment

this job require using your hands to handle, control, or feel objects, tools or controls?

Work With Work Group or Team — How important is it to work with others in a group or team in this job?

Face-to-Face Discussions — How often do you have to have face-to-face discussions with individuals or teams in this job?

Telephone — How often do you have telephone conversations in this job?

Coordinate or Lead Others — How important is it to coordinate or lead others in accomplishing work activities in this job?

Duration of Typical Work Week — Number of hours typically worked in one week.

In an Enclosed Vehicle or Equipment — How often does this job require working in a closed vehicle or equipment (e.g., car)?

Importance of Being Exact or Accurate — How important is being very exact or highly accurate in performing this job?

[back to top](#)

Job Zone

Title Job Zone Three: Medium Preparation Needed

Education Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.

Related Experience Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

Job Training Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include food service managers, electricians, agricultural technicians, legal secretaries, interviewers, and insurance sales agents.

SVP Range (6.0 to < 7.0)

There is 1 recognized apprenticeship specialty associated with this occupation:
Electrician, Locomotive


To learn about specific apprenticeship opportunities, please consult the U.S. Department of Labor [State Apprenticeship Information](#) & website.

For general information about apprenticeships, training, and partnerships with business, visit the U.S. Department of Labor [Office of Apprenticeship](#) & website.

[back to top](#)

Education

Percentage of Respondents	Education Level Required
---------------------------	--------------------------

58  Some college, no degree

www.onetonline.org/link/summary/49-2093.00

02143

ER2143

9/25/12

49-2099.00 - Electrical and Electronics Installers and Repairers, Transportation Equipment

27 ☐ High school diploma or equivalent

10 ☐ Associate's degree

[back to top](#)

Interests

Interest code: RC

Realistic — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.

Conventional — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.

[back to top](#)

Work Styles

Attention to Detail — Job requires being careful about detail and thorough in completing work tasks.

Dependability — Job requires being reliable, responsible, and dependable, and fulfilling obligations.

Integrity — Job requires being honest and ethical.

Cooperation — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.

Independence — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.

Self Control — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.

Achievement/Effort — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.

Adaptability/Flexibility — Job requires being open to change (positive or negative) and to considerable variety in the workplace.

Persistence — Job requires persistence in the face of obstacles.

Initiative — Job requires a willingness to take on responsibilities and challenges.

[back to top](#)

Work Values

Support — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.

Working Conditions — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.

Relationships — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.

9/25/12

49-2093.00 - Electrical and Electronics Installers and Repairers, Transportation Equipment

[back to top](#)

Related Occupations

17-3024.00 [Electro-Mechanical Technicians](#) 

49-2091.00 [Avionics Technicians](#)

49-2092.00 [Electric Motor, Power Tool, and Related Repairers](#)

49-2095.00 [Electrical and Electronics Repairers, Powerhouse, Substation, and Relay](#)

[back to top](#)

Wages & Employment Trends

National

Median wages (2011) \$23.95 hourly, \$49,810 annual


Employment (2010) 13,000 employees

Projected growth (2010-2020) ~~near~~ Little or no change (-2% to 2%)



Projected job openings (2010-
2020) 3,400

Top industries (2010) [Transportation and Warehousing](#)
[Government](#)

State & National

Select a State 




Source: Bureau of Labor Statistics [2011 wage data](#)  and [2010-2020 employment projections](#) . "Projected growth" represents the estimated change in total employment over the projections period (2010-2020). "Projected job openings" represent openings due to growth and replacement.

[back to top](#)

Sources of Additional Information

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DCL Internet sites are provided for your convenience and do not constitute an endorsement.

- [Electrical and Electronics Installers and Repairers](#) . Bureau of Labor Statistics, U.S. Department of Labor. *Occupational Outlook Handbook, 2012-13 Edition.*

[back to top](#)

Send comments or questions to [O*NET Info \(onet@onetcenter.org\)](mailto:onet@onetcenter.org).

Attachment 7

Employment by industry, occupation, and percent distribution, 2010 and projected 2020.
49-2093 Electrical and Electronics Installers and Repairs, Transportation Equipment

(Employment in thousands)

Industries with fewer than 10 jobs, occupational data, or percentage data are not displayed

Code	Title	2010			2020			Percent change	Employment change
		Employment	Percent of ind	Percent of occ	Employment	Percent of ind	Percent of occ		
TE1000	Total employment	12.7	0.0	100.0	13.0	0.0	100.0	2.1	0.3
TE1200	Total wage and salary employment	12.7	0.0	100.0	13.0	0.0	100.0	2.1	0.3
212000	Mining (except oil and gas)	0.1	0.0	0.4	0.0	0.0	0.3	-25.1	0.0
212200	Metals ore mining	0.1	0.1	0.4	0.0	0.1	0.3	-25.1	0.0
230000	Construction	0.3	0.0	2.1	0.4	0.0	2.7	31.9	0.1
230900	Building trade contractors	0.3	0.0	2.1	0.4	0.0	2.7	31.9	0.1
232200	Building equipment contractors	0.3	0.0	2.1	0.4	0.0	2.7	31.9	0.1
239210	Electrical contractors and other wiring installation contractors	0.3	0.0	2.1	0.4	0.0	2.7	32.2	0.1
31350	Manufacturing	1.6	0.0	12.2	1.5	0.0	11.9	0.0	0.0
334000	Computer and electronic product manufacturing	0.1	0.0	0.8	0.1	0.0	0.5	-11.3	0.0
334500	Navigation, measuring, electromedical, and optical instruments manufacturing	0.1	0.0	0.5	0.1	0.0	0.4	-12.3	0.0
335000	Transportation equipment manufacturing	1.4	0.1	11.2	1.4	0.1	11.1	0.7	0.0
335200	Motor vehicle body and trailer manufacturing	0.1	0.1	0.8	0.1	0.1	0.5	5.7	0.0
335300	Motor vehicle parts manufacturing	3.2	0.1	1.8	0.2	0.1	1.6	-5.9	0.0
335400	Aerospace product and parts manufacturing	0.4	0.1	2.9	0.3	0.1	2.7	-7.3	0.0
335500	Railroad rolling stock manufacturing	0.1	0.0	0.7	0.1	0.0	0.9	23.5	0.0
335600	Ship and boat building	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
420000	Wholesale trade	1.4	0.0	11.1	1.4	0.0	10.9	-2.9	0.0
423000	Motor vehicles, durable goods	1.2	0.0	10.3	1.2	0.0	9.4	-9.1	-0.1
423400	Professional and commercial equipment and supplies merchant wholesalers	0.2	0.0	1.2	0.2	0.0	1.3	3.8	0.0
423500	Electrical and electronic goods merchant wholesalers	0.0	0.0	0.0	0.0	0.0	0.0	-19.4	-0.1
423600	Machinery, equipment, and supplies merchant wholesalers	0.5	0.1	3.6	0.5	0.1	3.5	1.3	0.0
44450	Retail trade	0.5	0.0	4.2	0.6	0.0	4.7	19.6	0.1
441000	Motor vehicle and parts dealers	0.1	0.0	0.6	0.1	0.0	0.7	16.8	0.0
443000	Electronics and appliance stores	0.3	0.1	3.6	0.5	0.1	3.9	12.0	0.1
443100	Electronics and appliance stores	0.6	0.1	3.8	0.6	0.1	3.9	12.9	0.1
48490	Transportation and warehousing	4.7	0.1	37.1	4.7	0.1	38.0	-1.1	-0.1
482000	Rail transportation	4.0	1.0	31.0	3.7	1.7	28.6	-3.2	-0.2
48780	Scenic and sightseeing transportation and support activities	0.5	0.1	4.0	0.8	0.1	4.7	22.0	0.1
488000	Support activities for transportation	0.5	0.1	4.0	0.8	0.1	4.7	22.0	0.1
488100	Support activities for air transportation	0.4	0.3	3.1	0.5	0.3	3.7	24.9	0.1
488200	Support activities for water transportation	0.1	0.1	0.8	0.1	0.1	0.6	13.6	0.0
488300	Support activities for other transportation	0.1	0.1	0.8	0.1	0.1	0.6	13.6	0.0
560000	Administrative and support and waste management and remediation services	0.1	0.0	0.8	0.1	0.0	0.7	32.7	0.0
561000	Administrative and support services	0.1	0.0	0.8	0.1	0.0	0.7	32.7	0.0
810000	Other services (except public administration)	1.5	0.0	11.5	1.5	0.0	11.7	3.7	0.1
811000	Repair and maintenance	1.5	0.1	11.5	1.6	0.1	11.7	3.7	0.1
811100	Automotive repair and maintenance	0.1	0.0	0.4	0.1	0.0	0.6	29.3	0.0
811200	Electronic and precision equipment repair and maintenance	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
811300	Commercial and industrial machinery and equipment (except electronic and electronic) repair and maintenance	0.4	0.3	3.4	0.6	0.2	3.6	2.6	0.0
811400	Personal and household goods repair and maintenance	0.1	0.1	0.5	0.1	0.1	0.4	-5.5	0.0
900000	Government	2.2	0.0	17.2	2.2	0.0	17.2	1.0	0.0
909100	Federal government, excluding postal service	0.7	0.0	5.7	0.6	0.0	4.9	-12.8	-0.1
909200	State government, excluding education and hospitals	0.1	0.0	1.1	0.1	0.0	1.1	4.0	0.0
909300	Local government, excluding education and hospitals	1.3	0.0	10.5	1.5	0.0	11.2	9.2	0.1

**O*NET OnLine****Summary Report for:****49-2094.00 - Electrical and Electronics Repairers, Commercial and Industrial Equipment**

Updated 2010

green

Repair, test, adjust, or install electronic equipment, such as industrial controls, transmitters, and antennas.

Sample of reported job titles: Control Technician, Electronics Technician, Industrial Electrician, Electrical Technician, Electrician, Electrical and Instrument Technician (E&I Tech), Instrument and Electrical Technician (I&E Tech), Electrical and Instrument Mechanic, Repair Technician, Service Technician

View report: **Summary** Details Custom

[Tasks](#) | [Tools & Technology](#) | [Knowledge](#) | [Skills](#) | [Abilities](#) | [Work Activities](#) | [Work Context](#) | [Job Zone](#) | [Education](#) | [Interests](#) | [Work Styles](#) | [Work Values](#) | [Related Occupations](#) | [Wages & Employment](#) | [Additional Information](#)

Tasks

- Test faulty equipment to diagnose malfunctions, using test equipment or software, and applying knowledge of the functional operation of electronic units and systems.
- Inspect components of industrial equipment for accurate assembly and installation or for defects, such as loose connections or frayed wires.
- Install repaired equipment in various settings, such as industrial or military establishments.
- Examine work orders and converse with equipment operators to detect equipment problems and to ascertain whether mechanical or human errors contributed to the problems.
- Perform scheduled preventive maintenance tasks, such as checking, cleaning, or repairing equipment, to detect and prevent problems.
- Study blueprints, schematics, manuals, or other specifications to determine installation procedures.
- Set up and test industrial equipment to ensure that it functions properly.
- Repair or adjust equipment, machines, or defective components, replacing worn parts, such as gaskets or seals in watertight electrical equipment.
- Maintain equipment logs that record performance problems, repairs, calibrations, or tests.
- Calibrate testing instruments and installed or repaired equipment to prescribed specifications.

[back to top](#)**Tools & Technology**

Tools used in this occupation:

Grounding hardware — Clamp sticks; Ground straps; Temporary protective grounds

Pipe bending tools — Hydraulic pipe benders; Pipe benders; Polyvinyl chloride (PVC) benders

Punches or nail sets or drifts — Knockout punches; Punches; Screw starters

Safety harnesses or belts — Safety belts; Safety harnesses; Safety lines

Voltage or current meters — High-voltage detectors; Low voltage detectors; Test lamps; Voltmeters

Technology used in this occupation:

Computer aided design CAD software — Autodesk AutoCAD software

Electronic mail software — Email software

Facilities management software — Computerized maintenance management system CMMS software; Maintenance management software

Spreadsheet software — Microsoft Excel

Word processing software — Microsoft Word

[back to top](#)

Knowledge

Computers and Electronics — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.

Mechanical — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

Engineering and Technology — Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

Mathematics — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

English Language — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

Public Safety and Security — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.

Design — Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

Production and Processing — Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.

[back to top](#)

Skills

Repairing — Repairing machines or systems using the needed tools.

Quality Control Analysis — Conducting tests and inspections of products, services, or processes to evaluate quality or performance.

Operation Monitoring — Watching gauges, dials, or other indicators to make sure a machine is working properly.

Troubleshooting — Determining causes of operating errors and deciding what to do about it.

Critical Thinking — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

Equipment Maintenance — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

Active Listening — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

Equipment Selection — Determining the kind of tools and equipment needed to do a job.

Complex Problem Solving — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

Judgment and Decision Making — Considering the relative costs and benefits of potential actions to choose the most appropriate one.

[back to top](#)

Abilities

Finger Dexterity — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.

Arm-Hand Steadiness — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.

Manual Dexterity — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.

Near Vision — The ability to see details at close range (within a few feet of the observer).

Problem Sensitivity — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

Category Flexibility — The ability to generate or use different sets of rules for combining or grouping things in different ways.

Deductive Reasoning — The ability to apply general rules to specific problems to produce answers that make sense.

Information Ordering — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

Oral Comprehension — The ability to listen to and understand information and ideas presented through spoken words and sentences.

Flexibility of Closure — The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.

[back to top](#)

Work Activities

Repairing and Maintaining Electronic Equipment — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

Inspecting Equipment, Structures, or Material — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

Getting Information — Observing, receiving, and otherwise obtaining information from all relevant sources.

Making Decisions and Solving Problems — Analyzing information and evaluating results to choose the best solution and solve problems.

Interacting With Computers — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.

Identifying Objects, Actions, and Events — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.

9/25/12

49-2094.00 - Electrical and Electronics Repairs, Commercial and Industrial Equipment

Communicating with Supervisors, Peers, or Subordinates — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.

Repairing and Maintaining Mechanical Equipment — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.

Updating and Using Relevant Knowledge — Keeping up-to-date technically and applying new knowledge to your job.

Controlling Machines and Processes — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).

[back to top](#)

Work Context

Face-to-Face Discussions — How often do you have to have face-to-face discussions with individuals or teams in this job?

Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?

Telephone — How often do you have telephone conversations in this job?

Freedom to Make Decisions — How much decision making freedom, without supervision, does the job offer?

Importance of Being Exact or Accurate — How important is being very exact or highly accurate in performing this job?

Indoors, Environmentally Controlled — How often does this job require working indoors in environmentally controlled conditions?

Duration of Typical Work Week — Number of hours typically worked in one week.

Sounds, Noise Levels Are Distracting or Uncomfortable — How often does this job require working exposed to sounds and noise levels that are distracting or uncomfortable?

Electronic Mail — How often do you use electronic mail in this job?

Exposed to Contaminants — How often does this job require working exposed to contaminants (such as pollutants, gases, dust or odors)?

[back to top](#)

Job Zone

Title Job Zone Three: Medium Preparation Needed

Education Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.

Related Experience Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

Job Training Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations usually involve using communication and organizational skills to

www.oastonline.org/faq/summary/49-2094.00

02150

ER2150

9/25/12

49-2094.00 - Electrical and Electronics Repairs, Commercial and Industrial Equipment

coordinate, supervise, manage, or train others to accomplish goals. Examples include food service managers, electricians, agricultural technicians, legal secretaries, interviewers, and insurance sales agents.

SVP Range (6.0 to < 7.0)

There are 8 recognized apprenticeship specialties associated with this occupation: Meteorological Equipment Repairer; Avionics Technician; Control Equipment Electrician-Technician; Electronic-Sales-and-Service Technician; Field Service Engineer; Visual Imagery Intrusion Detection Systems (Maintenance); Visual Imagery Intrusion Detection Specialist; Supervisory Control & Data Acquisition Technician

To learn about specific apprenticeship opportunities, please consult the U.S. Department of Labor [State Apprenticeship Information](#) website.

For general information about apprenticeships, training, and partnerships with business, visit the U.S. Department of Labor [Office of Apprenticeship](#) website.

[back to top](#)

Education

Percentage of Respondents	Education Level Required
39	Some college, no degree
39	Associate's degree
21	High school diploma or equivalent

[back to top](#)

Interests

Interest code: RIC

Realistic — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.

Investigative — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.

Conventional — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.

[back to top](#)

Work Styles

Attention to Detail — Job requires being careful about detail and thorough in completing work tasks.

Dependability — Job requires being reliable, responsible, and dependable, and fulfilling obligations.

Analytical Thinking — Job requires analyzing information and using logic to address work-related issues and problems.

Independence — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.

www.onetonline.org/link/summary/49-2094.00

02151

ER2151

9/25/12

49-2094.00 - Electrical and Electronics Repairs, Commercial and Industrial Equipment

Integrity — Job requires being honest and ethical.

Cooperation — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.

Initiative — Job requires a willingness to take on responsibilities and challenges.

Self Control — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.

Persistence — Job requires persistence in the face of obstacles.

Adaptability/Flexibility — Job requires being open to change (positive or negative) and to considerable variety in the workplace.

[back to top](#)

Work Values




Support — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.

Working Conditions — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.

Independence — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.

[back to top](#)

Related Occupations

- 15-1143.00 [Computer Network Architects](#)
- 15-1151.00 [Computer User Support Specialists](#)  Bright Outlook
- 15-1152.00 [Computer Network Support Specialists](#) 
- 17-3023.01 [Electronics Engineering Technicians](#)  Green
- 49-2011.00 [Computer, Automated Teller, and Office Machine Repairers](#)
- 49-2022.00 [Telecommunications Equipment Installers and Repairers, Except Line Installers](#)
- 49-2095.00 [Electrical and Electronics Repairers, Powerhouse, Substation, and Relay](#)
- 49-2097.00 [Electronic Home Entertainment Equipment Installers and Repairers](#)

[back to top](#)

Wages & Employment Trends

National

Median wages (2011) \$25.16 hourly, \$52,320 annual

Employment (2010) 69,000 employees

Projected growth (2010-2020) [none](#): Little or no change (-2% to 2%)

Projected job openings (2010-2020) 17,700

Top industries (2010) [Manufacturing](#)

www.onetonline.org/link/summary/49-2094.00

02152

ER2152

9/25/12

49-2094.00 - Electrical and Electronics Repairs, Commercial and Industrial Equipment

Government

State & National

Select a State

Go



Source: Bureau of Labor Statistics [2011 wage data](#) and [2010-2020 employment projections](#). "Projected growth" represents the estimated change in total employment over the projections period (2010-2020). "Projected job openings" represent openings due to growth and replacement.

[back to top](#)

Sources of Additional Information

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- [Electrical and Electronics Installers and Repairs](#), Bureau of Labor Statistics, U.S. Department of Labor. *Occupational Outlook Handbook, 2012-13 Edition.*

[back to top](#)

Send comments or questions to [Q*NET.Info \(onet@onetcenter.org\)](mailto:Q*NET.Info@onetcenter.org).

9/25/12

17-3024.00 - Electro-Mechanical Technicians

Attachment 9

**O*NET OnLine****Summary Report for:**
17-3024.00 - Electro-Mechanical Technicians

Updated 2011

green

Operate, test, maintain, or calibrate unmanned, automated, servo-mechanical, or electromechanical equipment. May operate unmanned submarines, aircraft, or other equipment at worksites, such as oil rigs, deep ocean exploration, or hazardous waste removal. May assist engineers in testing and designing robotics equipment.

Sample of reported job titles: Electro-Mechanical Technician (E/M Technician), Electronic Technician, Test Technician, Tester, Mechanical Technician, Product Test Specialist, Electro-Mechanic, Electronic Instrument Technician, Laboratory Technician, Maintenance Technician

Also see: [Robotics Technicians](#)

View report: [Summary](#) [Details](#) [Custom](#)

[Tasks](#) | [Tools & Technology](#) | [Knowledge](#) | [Skills](#) | [Abilities](#) | [Work Activities](#) | [Work Context](#) | [Job Zones](#) | [Education](#) | [Interests](#) | [Work Styles](#) | [Work Values](#) | [Related Occupations](#) | [Wages & Employment](#) | [Additional Information](#)

Tasks

- Test performance of electromechanical assemblies, using test instruments such as oscilloscopes, electronic voltmeters, or bridges.
- Read blueprints, schematics, diagrams, or technical orders to determine methods and sequences of assembly.
- Install electrical or electronic parts and hardware in housings or assemblies, using soldering equipment and hand tools.
- Align, fit, or assemble component parts, using hand or power tools, fixtures, templates, or microscopes.
- Inspect parts for surface defects.
- Analyze and record test results, and prepare written testing documentation.
- Verify part dimensions or clearances to ensure conformance to specifications, using precision measuring instruments.
- Operate metalworking machines to fabricate housings, jigs, fittings, or fixtures.
- Repair, rework, or calibrate hydraulic or pneumatic assemblies or systems to meet operational specifications or tolerances.
- Train others to install, use, or maintain robots.

[Back to top](#)

Tools & Technology

Tools used in this occupation:

Hex keys — Hex wrenches

Multimeters — Digital multimeters

Pressure indicators — Pressure gauges; Pressure sensors

www.onetonline.org/link/summary/17-3024.00

02154**ER2154**

9/25/12

17-3024.00 - Electro-Mechanical Technicians

Active Learning — Understanding the implications of new information for both current and future problem-solving and decision-making.

Active Listening — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

Installation — Installing equipment, machines, wiring, or programs to meet specifications.

Operation and Control — Controlling operations of equipment or systems.

[back to top](#)

Abilities

Arm-Hand Steadiness — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.

Near Vision — The ability to see details at close range (within a few feet of the observer).

Finger Dexterity — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.

Inductive Reasoning — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

Manual Dexterity — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.

Control Precision — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.

Deductive Reasoning — The ability to apply general rules to specific problems to produce answers that make sense.

Far Vision — The ability to see details at a distance.

Perceptual Speed — The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.

Hearing Sensitivity — The ability to detect or tell the differences between sounds that vary in pitch and loudness.

[back to top](#)

Work Activities

Monitor Processes, Materials, or Surroundings — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.

Getting Information — Observing, receiving, and otherwise obtaining information from all relevant sources.

Identifying Objects, Actions, and Events — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.

Inspecting Equipment, Structures, or Material — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

Processing Information — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

Communicating with Supervisors, Peers, or Subordinates — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.

Controlling Machines and Processes — Using either control mechanisms or direct physical activity to operate

www.onetonline.org/link/summary/17-3024.00

02155

ER2155

machines or processes (not including computers or vehicles).

Repairing and Maintaining Electronic Equipment — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

Updating and Using Relevant Knowledge — Keeping up-to-date technically and applying new knowledge to your job.

Judging the Qualities of Things, Services, or People — Assessing the value, importance, or quality of things or people.

[back to top](#)

Work Context

Face-to-Face Discussions — How often do you have to have face-to-face discussions with individuals or teams in this job?

Importance of Being Exact or Accurate — How important is being very exact or highly accurate in performing this job?

Indoors, Environmentally Controlled — How often does this job require working indoors in environmentally controlled conditions?

Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?

Work With Work Group or Team — How important is it to work with others in a group or team in this job?

Freedom to Make Decisions — How much decision making freedom, without supervision, does the job offer?

Frequency of Decision Making — How frequently is the worker required to make decisions that affect other people, the financial resources, and/or the image and reputation of the organization?

Exposed to Contaminants — How often does this job require working exposed to contaminants (such as pollutants, gases, dust or odors)?

Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls — How much does this job require using your hands to handle, control, or feel objects, tools or controls?

Exposed to Hazardous Equipment — How often does this job require exposure to hazardous equipment?

[back to top](#)

Job Zone

Title Job Zone Three: Medium Preparation Needed

Education Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.

Related Experience Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

Job Training Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations usually involve using communication and organizational skills to

9/25/12

17-3024.00 - Electro-Mechanical Technicians

coordinate, supervise, manage, or train others to accomplish goals. Examples include food service managers, electricians, agricultural technicians, legal secretaries, interviewers, and insurance sales agents.

SVP Range (6.0 to < 7.0)

There are 2 recognized apprenticeship specialties associated with this occupation:
Electromechanical Technician; Assembler, Electromechanical

To learn about specific apprenticeship opportunities, please consult the U.S. Department of Labor [State Apprenticeship Information](#) website.

For general information about apprenticeships, training, and partnerships with business, visit the U.S. Department of Labor [Office of Apprenticeship](#) website.

[back to top](#)

Education

Percentage of Respondents	Education Level Required
38	Some college, no degree
36	Associate's degree
26	High school diploma or equivalent

[back to top](#)

Interests

Interest code: **RIC**

Realistic — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.

Investigative — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.

Conventional — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.

[back to top](#)

Work Styles

Attention to Detail — Job requires being careful about detail and thorough in completing work tasks.

Concern for Others — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.

Cooperation — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.

Initiative — Job requires a willingness to take on responsibilities and challenges.

Integrity — Job requires being honest and ethical.

Dependability — Job requires being reliable, responsible, and dependable, and fulfilling obligations.

Independence — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.

Persistence — Job requires persistence in the face of obstacles.

Self Control — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.

Adaptability/Flexibility — Job requires being open to change (positive or negative) and to considerable variety in the workplace.

[back to top](#)

Work Values






Relationships — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.

Support — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.

Working Conditions — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.

[back to top](#)

Related Occupations

- 49-2092.00 [Electric Motor, Power Tool, and Related Repairers](#)
- 51-2011.00 [Aircraft Structure, Surfaces, Rigging, and Systems Assemblers](#) 
- 51-2021.00 [Coil Winders, Tapers, and Finishers](#)
- 51-4011.00 [Computer-Controlled Machine Tool Operators, Metal and Plastic](#) 
- 51-4121.06 [Welders, Cutters, and Welder Fitters](#)  
- 51-4122.00 [Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders](#)
- 51-8021.00 [Stationary Engineers and Boiler Operators](#) 


[back to top](#)

Wages & Employment Trends

National

Median wages (2011) \$24.63 hourly, \$51,220 annual

Employment (2010) 16,000 employees

Projected growth (2010-2020)  Little or no change (-2% to 2%)

Projected job openings (2010-2020) 3,200

Top industries (2010) [Manufacturing](#)
[Professional, Scientific, and Technical Services](#)

9/25/12

17-3024.00 - Electro-Mechanical Technicians

State & National

Select a State

Go



Source: Bureau of Labor Statistics 2011 wage data [@](#) and 2010-2020 employment projections [@](#). "Projected growth" represents the estimated change in total employment over the projection period (2010-2020). "Projected job openings" represent openings due to growth and replacement.

[back to top](#)

Sources of Additional Information

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL internet sites are provided for your convenience and do not constitute an endorsement.

- [Electro-mechanical Technicians @](#). Bureau of Labor Statistics, U.S. Department of Labor. *Occupational Outlook Handbook, 2012-13 Edition*.
- [Accreditation Board for Engineering and Technology \(ABET\) @](#), 111 Market Pl., Suite 1050, Baltimore, MD 21202. Phone: (410) 347-7700. Fax: (410) 625-2238.
- [National Institute for Certification in Engineering Technologies \(NICET\) @](#), 1420 King St., Alexandria, VA 22314-2794. Phone: (888) 476-4238.

[back to top](#)

Send comments or questions to [ONET Info \(onet@onetcenter.org\)](mailto:onet@onetcenter.org).

Attachment 10

COMPUTATION OF BENEFITS AND TOTAL COMPENSATION
FOR SELECTED OCCUPATIONS

Electrical and Electronic Installers and Repairers, Transportation Equipment

Mean Wage Rate = 20.02
Benefits = 29.6% of Total Compensation
 $X = 20.02 + .296X$
 $.704X = 20.02$
 $X = 28.44$ Total Compensation
Benefits = 28.44 - 20.02 or 8.42

Electrical and Electronic Installers and Repairers, Commercial and Industrial Equipment

Mean Wage Rate = 29.14
Benefits = 29.6% of Total Compensation
 $X = 29.14 + .296X$
 $.704X = 29.14$
 $X = 41.39$ Total Compensation
Benefits = 41.39 - 29.14 or 12.25

Electro-Mechanical Technicians

Mean Wage Rate = 26.33
Benefits = 29.6% of Total Compensation
 $X = 26.33 + .296X$
 $.704X = 26.33$
 $X = 37.40$ Total Compensation
Benefits = 37.40 - 26.33 or 11.07

Attachment 11



nevada
Office of the Labor Commissioner



**2012 PREVAILING WAGE RATES
CLARK COUNTY**

DATE OF DETERMINATION: October 1, 2011

**APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012***

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

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER

2011-2012 Prevailing Wage Rates - Clark County

LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE/TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER

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

NRS 338.010(21) "Wages" means:

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

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

2011-2012 Prevailing Wage Rates -- Clark County

Attachment 12

**Analysis of the Airport ATS Technician Job at
McCarran International Airport
Las Vegas, NV**

Expert Report



Kevin R. Murphy, Ph.D.

**Lamorinda Consulting LLC
1 Camino Sobrante, Suite 201
Orinda CA 94563
(925) 258-9972**

August 2, 2012

02163

ER2163

Expertise

I am an Affiliate Professor of Psychology and a Consulting Expert at Lamorinda Consulting LLC, with a specialization in Industrial/Organizational (I/O) Psychology, which deals with analyzing behavior and performance in the workplace. I am the Past President of Society for Industrial Psychology and past Editor of *Journal of Applied Psychology*, a leading scientific journal in the field. I have 30 years of experience as an I/O psychologist, and have consulted for organizations throughout the country.

Job analysis is one of the core areas of I/O psychology, and I have experience in job analysis in a number of industries. I have drawn on that experience to conduct an analysis of the job performed by Airport ATS Technicians at McCarran International Airport.

Methods

I used several methods to analyze the job of Airport ATS Technician, and to compare it to the job of Elevator Constructors (this job class is labeled Elevator Installers/Repairers in U.S. Department of Labor documents).

- (1) I visited and observed several of the areas in which Airport ATS Technicians at McCarran International Airport perform their duties, examined tools, equipment, and facilities used in performing this work, and received explanations of the work performed in different areas.
- (2) I interviewed four experienced Airport Technicians (1 ATS-I, 3 ATS-II, with an average of 8 years of experience in this or in similar jobs) to obtain detailed descriptions of the work they performed. I also obtained ratings on job analysis questionnaires from these subject matter experts.
- (3) I consulted numerous publications describing the tasks, maintenance/repair procedures, and tools and equipment used in the Airport ATS Technicians at McCarran International Airport. These included manuals currently used at this Airport as well as publications comparing the technologies and service procedures used in Automated People Mover systems to the technologies and service procedures used in Elevator Installation and Repair.
- (4) I obtained a detailed analysis of the work activities, knowledge, abilities, skills, and experience required in the job of Elevator Installers/Repairers from the U.S. Department of Labor's O*NET (O*NET is the Department of Labor's computerized database of occupational information for a wide range of jobs).

The O*NET Occupational Profile for Elevator installers and Repairers has an occupation code of 47-4021.00.

- (5) I compared the job of Airport ATS Technicians at McCarran International Airport with the description of the job performed by Elevator installers and Repairers.

Conclusions

On the basis of a comparison of the tasks performed, the skills, knowledge and abilities needed to succeed in the job, and the most important work activities in the job, I concluded:

- (1) The job of Airport ATS Technicians at McCarran International Airport requires virtually all of the knowledge, skills, abilities, and experience required of Elevator Installer/Repairers.
- (2) The work activities performed by Airport ATS Technicians overlap substantially with those performed by Elevator Installer/Repairers.
- (3) The job of Airport ATS Technicians is comparable to, and perhaps more demanding than the job of Elevator Installer/Repairers.
- (4) The job of Airport ATS Technicians at McCarran International Airport is appropriately classified as an Elevator Constructor/Installer/Repairer.


Kevin R. Murphy

8-2-12
Date

02165

ER2165

Documents Reviewed

- 1. O*NET Summary Report for 47-4021.00 - Elevator Installers and Repairers**
- 2. O*NET Summary Report for 49-3043.00 - Rail Car Repairers**
- 3. McCarran Airport APM Tool List**
- 4. Elevator Constructor Tool List**
- 5. ASCE Automated People Mover Standards - Parts 1-4**
- 6. Clark County Airport ATS Technician t/i job description**
- 7. Clark County Airport ATS Supervisor job description**
- 8. Articles by Lawrence Fabian**
 - a. Horizontal Elevators -- September 1993**
 - b. Horizontal Elevators -- April 1997**
 - c. Market-Ready Horizontal Links -- September 1999**

02166

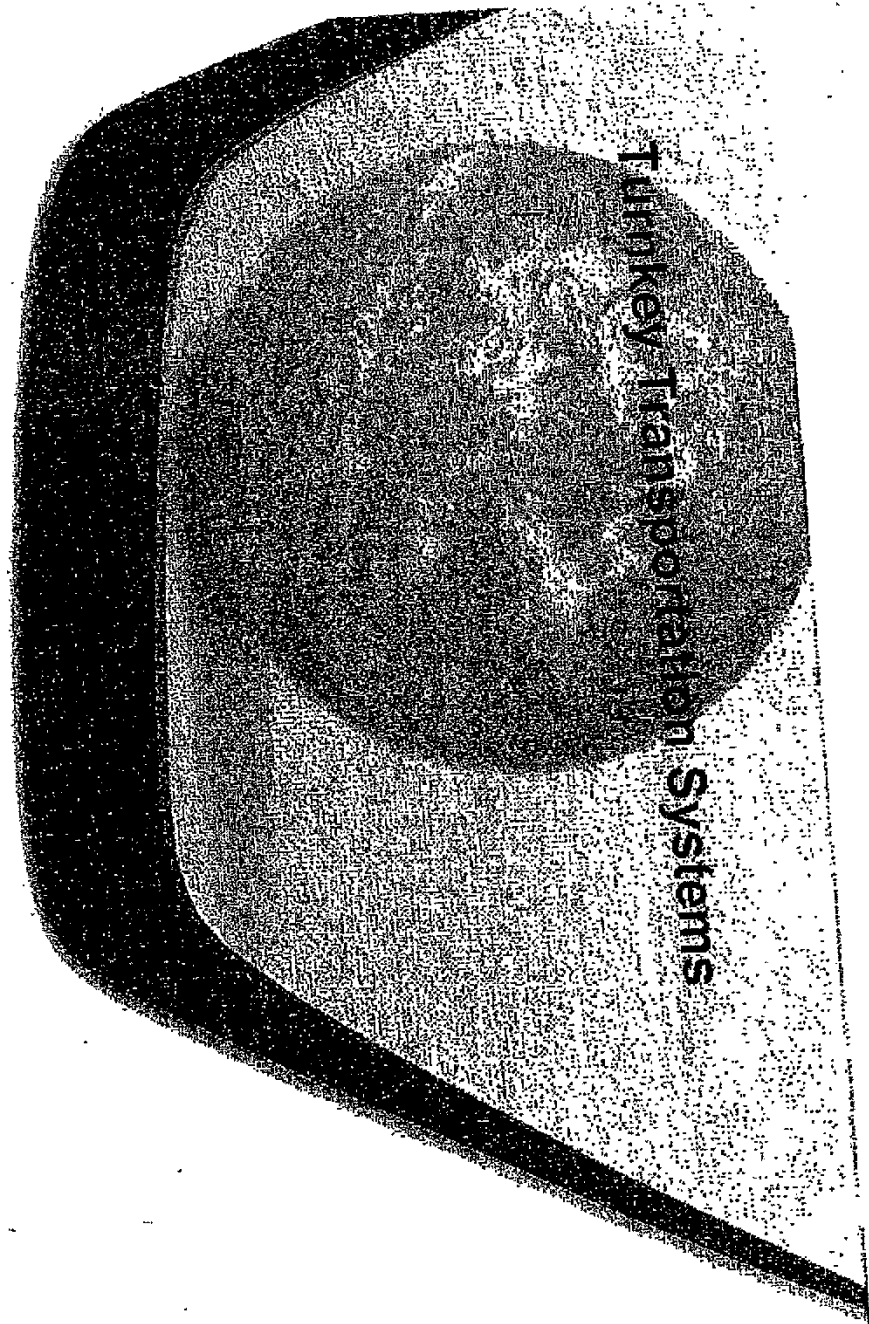
Exhibit No. B-10
Witness M. Shannon
Date 6/25/13

KWD OCR# 711

EXHIBIT 10

EXHIBIT 10

02167



Turnkey Transportation Systems

BOMBARDIER

Bombardier 000050

02168

ER2168

Six reasons to choose Bombardier for turnkey systems

Partner	People	Products
Provides the full system package and capabilities including financing and services, to build partnerships for life	Experienced and expert people in-house to project manage the entire scope and integrate all system elements	World leader in delivering Design/Build/Operate/Maintain (DBOM) turnkey systems
Most competitive whole life cost solution provider	Actively integrates all parties of the project, cultivating close relationships with customers, suppliers and partners	Broadest portfolio in the industry and a dedicated Systems division

BOMBARDIER

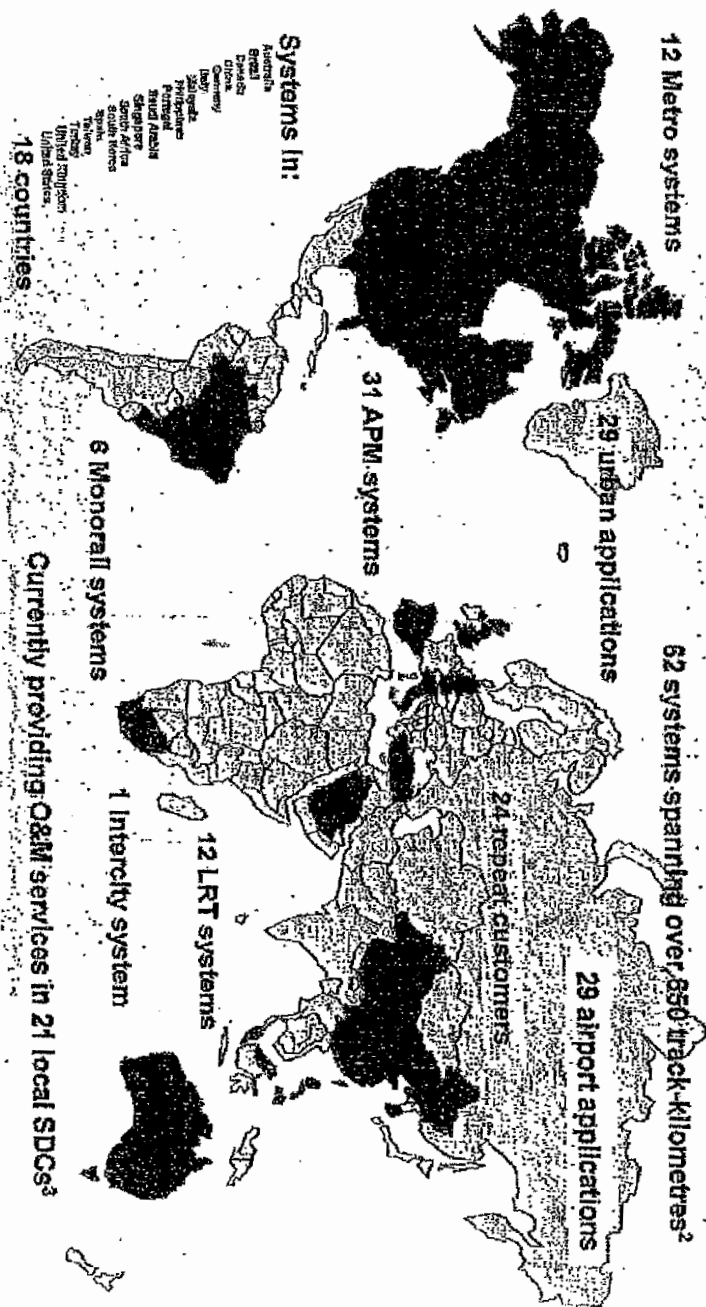
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000051

02169

ER2169

World leader in delivering turnkey transportation systems¹ A world of experience and innovation



¹ Figures and statistics for systems sold as at January 2012.
² Total double lane track.
³ SDC: Service Delivery Centre

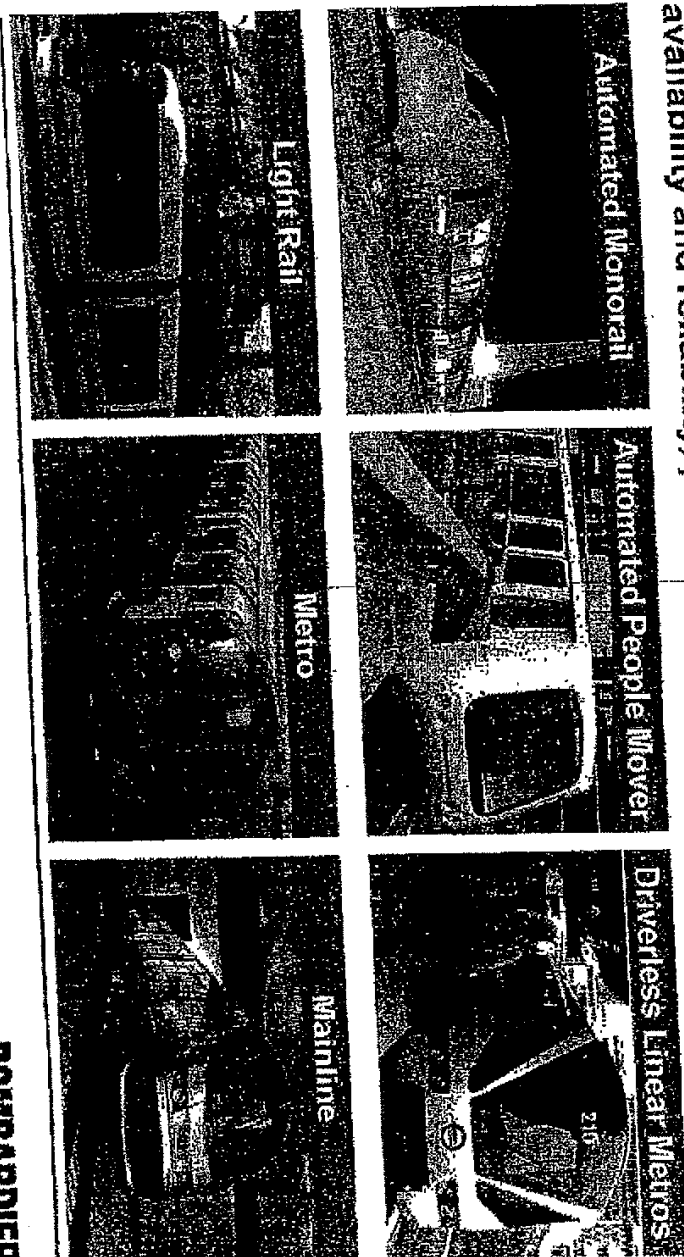
BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000052

Broadest portfolio in the industry

Complete range of services packages to maintain system safety, availability and reliability, providing total care 24/7



BOMBARDIER

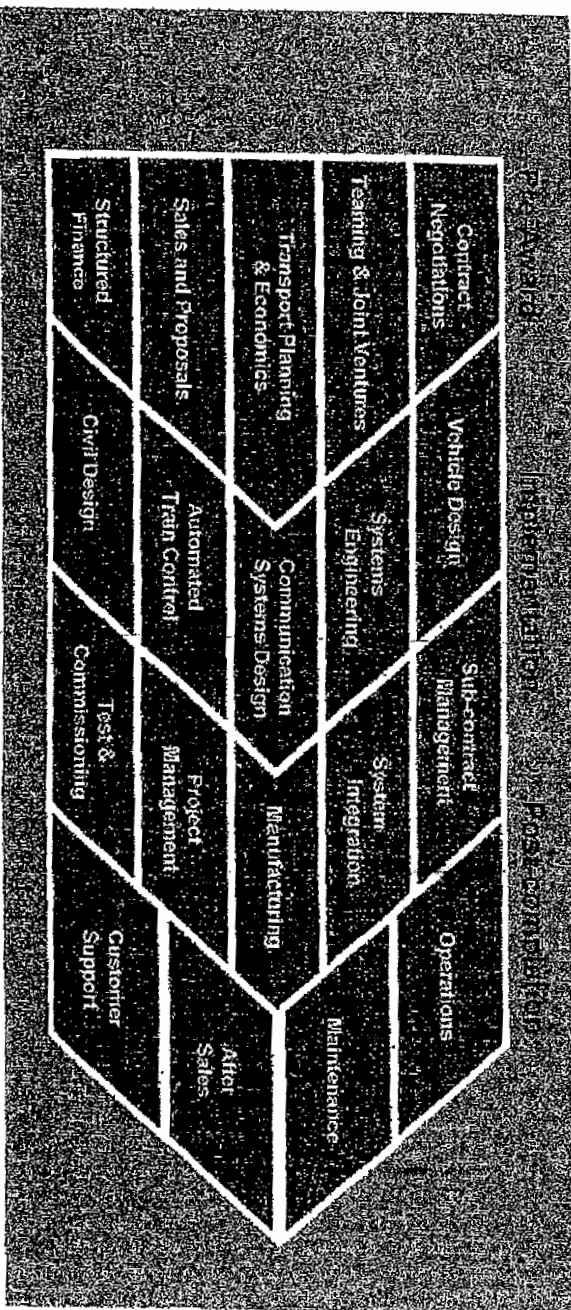
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000053

02171

ER2171

Experienced and expert people at every stage



- Ability to rapidly mobilize resources for large projects
- Ability to design, build and/or sub-contract all system elements
- Operation and maintenance expertise for the whole life of the system

BOMBARDIER

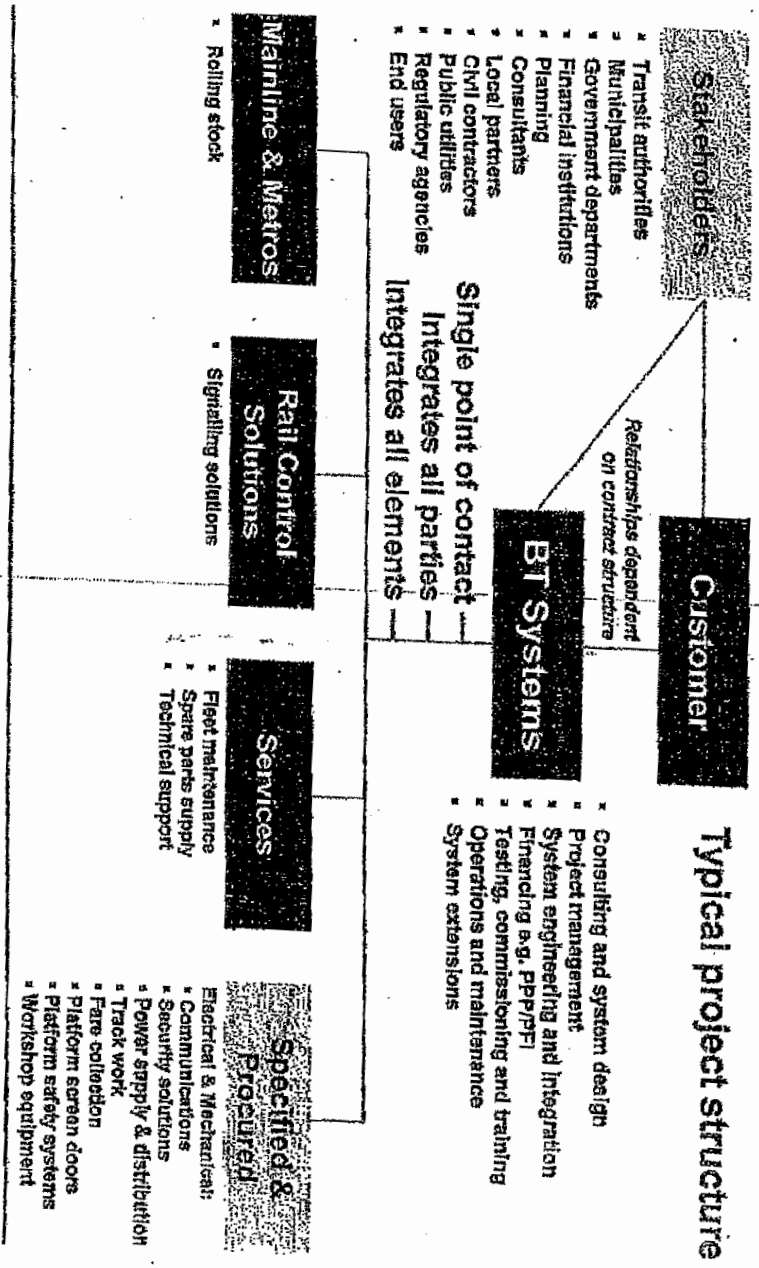
© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000054

02172

ER2172

Bombardier integrates all parties involved in the project



© Bombardier Inc. or its subsidiaries. All rights reserved.

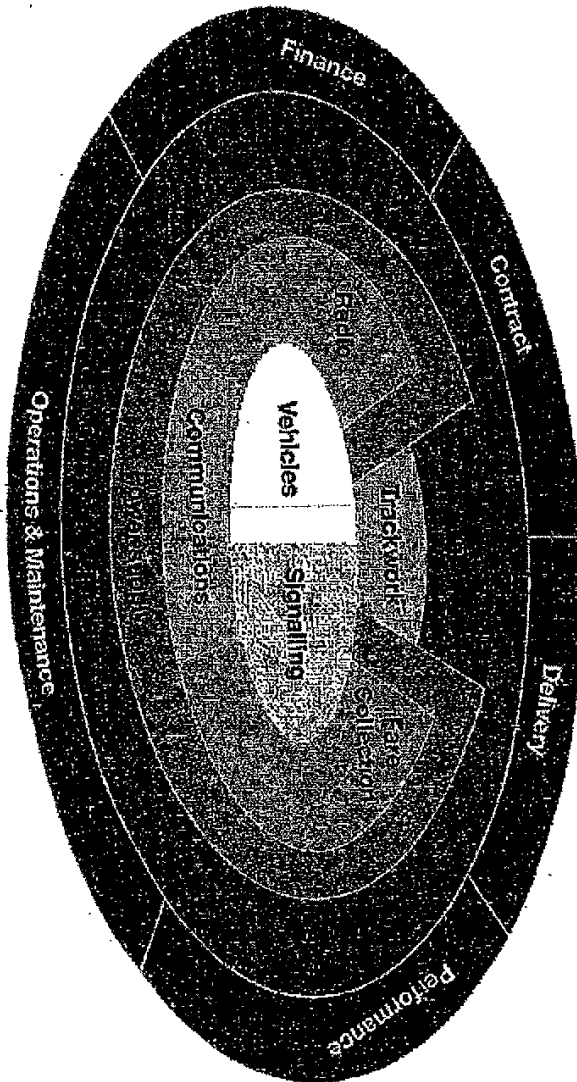
Bombardier 000055

02173

ER2173

Provider and integrator for all system elements

Bombardier creates tailor-made solutions for customers



BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000056

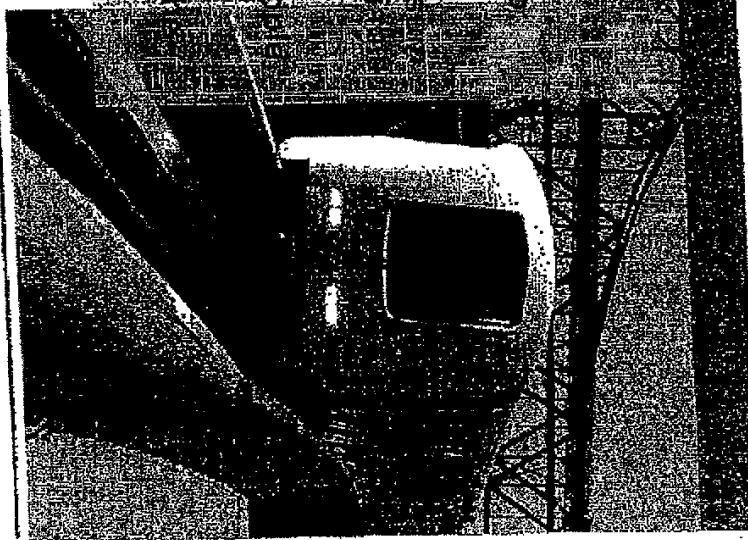
02174

ER2174

Benefits to customers from Bombardier's approach?

Because a turnkey project ...

- creates clarity by having one party responsible for system delivery
- mitigates against scope and budget creep
- one fixed price for the system
- has a shorter implementation time than off the parts procurement and a more reliable project delivery schedule
- one stop shop to source the skilled people
- focuses on optimisation of the complete system rather than reducing costs over the whole lifetime of the system



BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000057

02175

ER2175

The most competitive whole life cost solution provider

World leading supplier delivering turnkey transportation systems

- Dedicated specialist systems division
- Over 60 system projects across 18 countries
- Over 40 years experience delivering fully integrated operational transportation systems
- Extensive operation and maintenance expertise
- Proven in system engineering and integration
- Highly innovative portfolio including:
 - INNOVIA family of innovative light rail system solutions
 - CITYFLO and INTERFLO family of tram systems
 - PRIMOVIZ family of light rail systems



© Bombardier Inc. or its subsidiaries. All rights reserved.

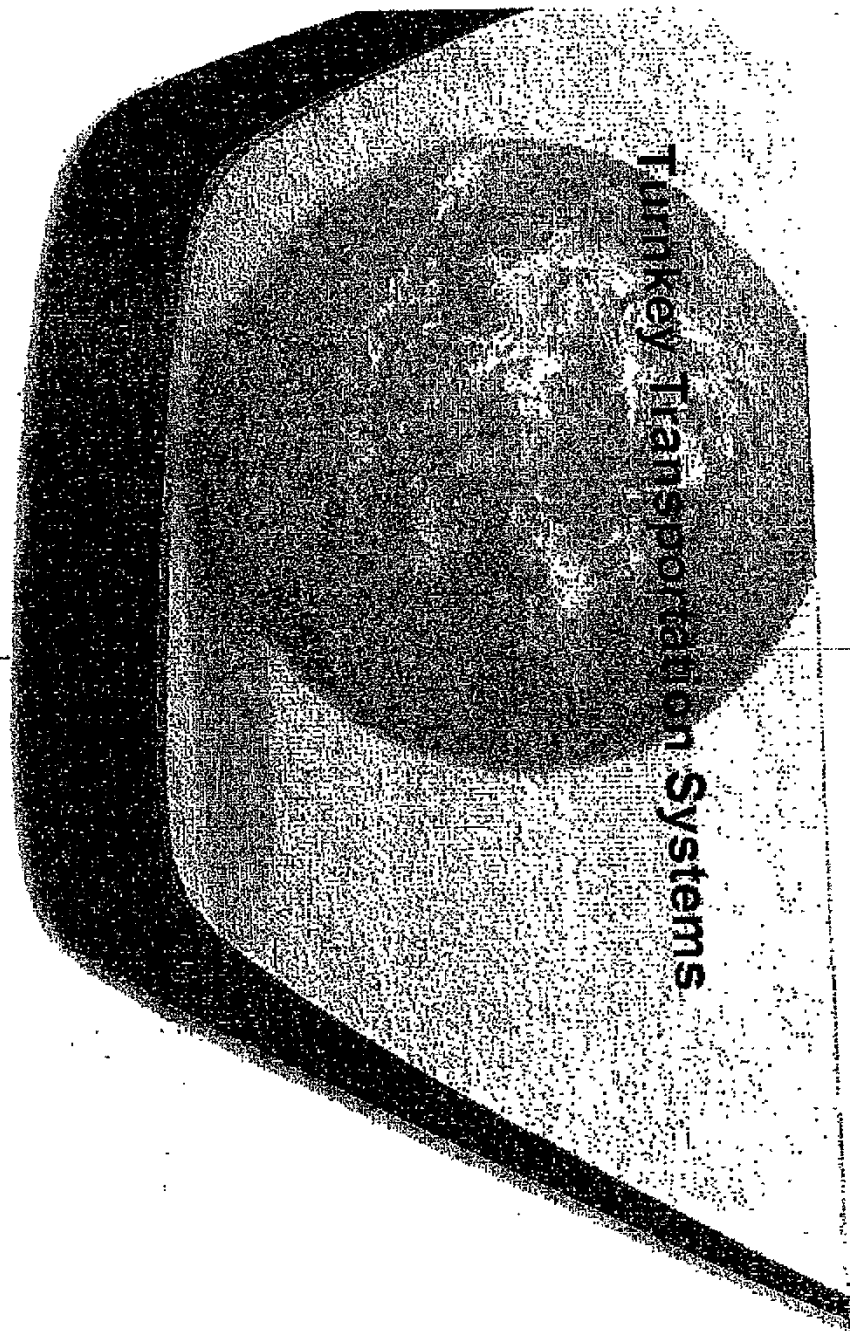
Bombardier 000058

BOMBARDIER

¹ As at August 31, 2014
INNOVIA, CITYFLO, INTERFLO and PRIMOVIZ are trademarks of Bombardier Inc. or its subsidiaries.

02176

ER2176

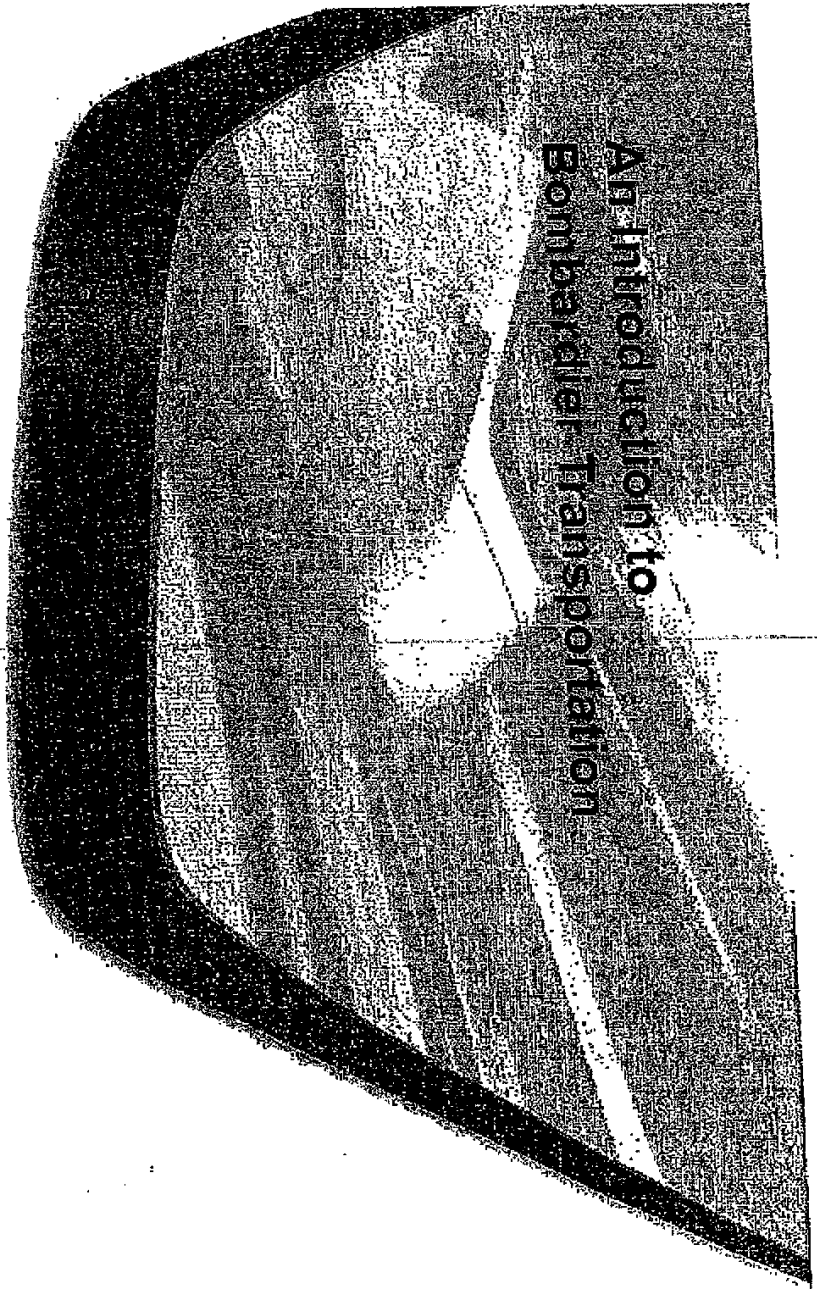


Turnkey Transportation Systems

BOMBARDIER

Bombardier 000069

02177



An Introduction to Bombardier Transportation

The Climate is Right for Trains

BOMBARDIER

Bombardier 03/05/00

02178

ER2178

Content

Bombardier

Bombardier Aerospace

Bombardier Transportation

BOMBARDIER

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000081

02179

ER2179

Bombardier Overview



Corporate
office based
in Montreal,
Canada

Workforce
of 65,400
people
worldwide

Revenues of
\$17.7 bn US

94% of
revenues
generated
outside
Canada

Listed on
Toronto
Stock
Exchange
(BRD)

BOMBARDIER

1 for fiscal year ended January 31, 2011

© Bombardier Inc. or its subsidiaries. All rights reserved.

Bombardier 000062

02180

ER2180

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 03:31 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

VOLUME 9

ER1993-ER2240

JACKSON LEWIS P.C.

Paul T. Trimmer, Bar No. 9291
3800 Howard Hughes Parkway, #600
Las Vegas, Nevada 89169
(702) 921-2460

Attorneys for Appellant

DOCUMENT NAME	DATE	PAGE NO.
Amended Scheduling Order	January 14, 2013	0091–0093
Bombardier Transportation (Holdings) USA, Exhibit 1		1929–1974
Bombardier Transportation (Holdings) USA, Exhibit 2		1975–1981
Bombardier Transportation (Holdings) USA, Exhibit 3		1982–1988
Bombardier Transportation (Holdings) USA, Exhibit 4		1989–1990
Bombardier Transportation (Holdings) USA, Exhibit 5		1991–1992
Bombardier Transportation (Holdings) USA, Exhibit 7		1993–2055
Bombardier Transportation (Holdings) USA, Exhibit 8		2056–2109
Bombardier Transportation (Holdings) USA, Exhibit 9		2110–2166
Bombardier Transportation (Holdings) USA, Exhibit 10		2167–2226
Bombardier Transportation (Holdings) USA, Exhibit 11		2227–2230
Bombardier Transportation (Holdings) USA, Exhibit 12		2231–2240
Bombardier Transportation (Holdings) USA, Exhibit 13		2241–2246
Bombardier Transportation (Holdings) USA, Exhibit 14		2247–2249

Bombardier Transportation (Holdings) USA, Exhibit 15		2250–2253
Bombardier Transportation (Holdings) USA, Exhibit 16		2254–2461
Bombardier Transportation (Holdings) USA, Exhibit 17		2462–2467
Bombardier Transportation (Holdings) USA, Exhibit 18		2468–2516
Bombardier Transportation (Holdings) USA, Exhibit 21		2517–2561
Bombardier Transportation (Holdings) USA, Exhibit 22		2562–2570
Bombardier Transportation (Holdings) USA, Exhibit 23		2571–2580
Bombardier Transportation (Holdings) USA, Exhibit 24		2581–2583
Bombardier Transportation (Holdings) USA, Exhibit 25		2584
Bombardier Transportation (Holdings) USA, Exhibit 26		2585–2598
Bombardier Transportation (Holdings) USA, Exhibit 27		2599–2602
Bombardier Transportation (Holdings) USA, Exhibit 28		2603–2606
Bombardier Transportation (Holdings) USA, Exhibit 29		2607–2620
Bombardier Transportation (Holdings) USA, Exhibit 30		2621–2625

Bombardier Transportation (Holdings) USA, Exhibit 31		2626–2808
Bombardier Transportation (Holdings) USA, Exhibit 32		2809
Bombardier Transportation (Holdings) USA, Inc.’s Motion for Summary Judgment	April 8, 2013	0094–0418
Bombardier Transportation (Holdings) USA, Inc. Post-Hearing Brief	December 13, 2013	1406–1467
Bombardier Transportation (Holdings) USA, Inc. Pre-Hearing Brief, List of Witnesses and List of Exhibits	June 3, 2013	0841–1294
Bombardier Transportation (Holdings) USA, Inc. Reply in Support of Motion for Summary Judgment	April 24, 2013	0675–0765
Bombardier Transportation (Holdings) USA, Inc. Supplement to Unopposed Motion to Seal	June 17, 2013	1311–1319
Bombardier Transportation (Holdings) USA, Inc. Unopposed Motion to Seal	June 17, 2013	1295–1310
Clark County Department of Aviation Exhibit 1		2810
Clark County Department of Aviation Exhibit 2		2811
Clark County Department of Aviation Exhibit 3		2812–2814
Clark County Department of Aviation Exhibit 4		2815–2817
Clark County Department of Aviation Exhibit 5		2818–2822

Clark County Department of Aviation Exhibit 13		2823–299
Clark County Department of Aviation Exhibit 14		3000–3026
Clark County Department of Aviation Exhibit 16		3027–3030
Clark County Department of Aviation Exhibit 17		3031
Clark County Department of Aviation Exhibit 18		3032–3034
Clark County Department of Aviation Exhibit 19		3035–3041
Clark County Department of Aviation Exhibit 20		3042–3044
Clark County Department of Aviation Exhibit 20A		3045–3046
Clark County Department of Aviation Exhibit 20B		3047–3050
Clark County Department of Aviation Exhibit 22		3051–3115
Clark County Department of Aviation Exhibit 23		3116–3134
Clark County Department of Aviation Exhibit 25		3135–3208
Clark County Department of Aviation Exhibit 26		3209–3286
Clark County Department of Aviation Exhibit 27		3287–3343

Clark County Department of Aviation Exhibit 30		3344–3391
Clark County Department of Aviation Exhibit 32		3392–3453
Clark County Department of Aviation Exhibit 33		3454–3456
Clark County Department of Aviation Exhibit 34		3457–3459
Clark County Department of Aviation Exhibit 35		3460–3463
Clark County Department of Aviation Exhibit 36		3464–3466
Clark County Department of Aviation Exhibit 37		3467–3469
Clark County Department of Aviation Exhibit 38		3470–3472
Clark County Department of Aviation Exhibit 39		3473–3507
Clark County Department of Aviation Exhibit 40		3508–3511
Clark County Department of Aviation Exhibit 41		3512–3524
Clark County Department of Aviation Exhibit 42		3525–3526
Clark County Department of Aviation Exhibit 43		3527–3532
Clark County Department of Aviation Exhibit 44		3533–3534

Clark County Department of Aviation Exhibit 141		3535–3539
Clark County Department of Aviation List of Documents		0837–0840
Clark County Department of Aviation Pre-Hearing Brief		0800–0832
Clark County Department of Aviation Post-Hearing Brief		1320–1365
Clark County Department of Aviation Response to Motion for Summary Judgment		0419–0549
Clark County Department of Aviation Revised Determination		0018–0036
Clark County Department of Aviation Witness List		0833–0836
Determination of Clark County Department of Aviation		0003–0005
Final Order	March 6, 2014	3939–3952
Hearing Transcript (Volume 1)	June 25, 2013	1468–1555
Hearing Transcript (Volume 2)	June 26, 2013	1556–1660
Hearing Transcript (Volume 3)	June 27, 2013	1661–1774
Hearing Transcript (Volume 4)	June 28, 2013	1775–1810
Hearing Transcript (Volume 5)	September 9, 2013	1811–1884
Hearing Transcript (Volume 6)	September 10, 2013	1885–1928
Interim Order	June 7, 2011	0009–0017
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
International Union of Elevator Constructors Exhibit 18		3825–3829
International Union of Elevator Constructors Exhibit 19		3830–3838
International Union of Elevator Constructors Exhibit 21		3839–3840
International Union of Elevator Constructors Exhibit 22		3841–3843

International Union of Elevator Constructors Exhibit 23		3844
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 No. Bx 7
Witness R. Walker
Date 6/26/13

KWD CCR# 711

EXHIBIT 7

EXHIBIT 7

01993

ER1993

CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

Issue:	Approval of Contract	Backup:
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)	Added Comments: None
Amount: \$4,336,540.00	
Fund #: 5253.875	Fund Name: Car Rental Facility
Fund Center: 2200400080	Fund Program/Grant: N/A
Description: Elevator, Escalator, and Moving Walkway Maintenance Services (CERF)	Added Comments: None
Amount: \$666,540.00	
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)	Added Comments: None
Amount: \$9,900.00	
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)	Added Comments: None
Amount: \$4,800.00	

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

01994⁵⁸

ER1994

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	2080 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

01995

ER1995

GBE 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 1 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.

CBE-662 (RFP 11-003)
MAINT. ELEVATORS/ESCALATORS/MOVING WALKWAYS

- 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 or 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 Area/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.

- M. 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 representative 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
President's 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.

CBE-662 (RFP 11-073)
MAINT. ELEVATORS/ESCALATORS/MOVING WALKWAYS

- 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.

CSE-662 (RFP 11-003)
MAINT. ELEVATORS/ESCALATORS/MOVING WALKWAYS

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.

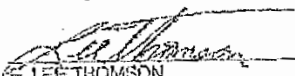
By:


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

02007

12

ER2007

CHS-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 16/8 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 291-5621.

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, head 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 ISC'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 refused 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 this 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 4" 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.

CBF-602 (RFP 11-003)
MAINT. ELEVATORS/ESCALATORS/MOVING WALKWAYS

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 26, 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 26, 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 on-site 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 this 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
99.65 - 99.64	0.991
99.45 - 99.64	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	0.918
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 - 98.64	0.816
98.35 - 98.44	0.807
98.25 - 98.34	0.786
98.00 - 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 animals 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	Car 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	1000	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	MProm	HP
6	T1-S1-EL2	C-2	Terminal 1, C Concourse	4000	2	Montgomery	MProm	HP
7	T1-S1-EL3	C-3	Terminal 1, C Concourse	3500	2	Montgomery	MProm	HP
8	T1-S1-EL4	C-4	Terminal 1, C Concourse	3500	2	Montgomery	MProm	HP
9	T1-S1-EL5	C-5	Terminal 1, C Concourse	3500	2	Montgomery	MProm	HP
10	T1-S1-EL6	C-6	Terminal 1, C Concourse	3500	2	Montgomery	MProm	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-TEN-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	Holcress	HP
17	T1-TBC-EL2	CT-9	Terminal 1, Esplanade	4500	0	KONE/Dover	Resolve 20	TP
18	T1-TBC-EL3	CT-8	Terminal 1, Esplanade	4500	3	MCE	Holcress	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-16	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-HCS-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	MProm	HP
32	T1-BCS-EL3	CT-21	Terminal 1, Bag Claim South	12000	2	Dover	Relay Logic	HP
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	HP
39	S2-RA-EL5	D-5	Terminal 1, D Concourse GH	3500	2	MCE	Hydro	HP
40	S2-RA-EL6	D-6	Terminal 1, D Concourse GH	3500	2	MCE	Hydro	HP
41	S2-ERG-EL1	D-7	Terminal 1, D Concourse ERG	3500	4	Thyssen	Tac-50	TP
42	S2-SE-EL1	DSB-1	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
43	S2-SE-EL2	DSB-2	Terminal 1, D Concourse SE	3500	2	MCE	Hydro	HP
44	S2-SE-EL3	DSB-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-PKGLD-EL11 *	G-2	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
56	T1-PKGLD-EL12 *	G-1	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
57	T1-PKGLD-EL13 *	G-4	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
58	T1-PKGLD-EL14 *	G-5	Terminal 1, Gold Garage	5000	9	MCE	System 12	TP
59	T2-1A-EL11	CIT-1	Terminal 2	2500	2	MCE	Hydro	HP
60	T2-CIT-EL11	CIT-5	Terminal 2	4500	2	SURGE	Relay Logic	HP
61	T2-CIT-EL12	CIT-4	Terminal 2	3500	2	SURGE	Relay Logic	HP
62	T2-CIT-EL13	CIT-3	Terminal 2	2500	2	MCE	Hydro	HP
63	T2-CIT-EL14	CIT-2	Terminal 2	4000	2	MCE	Hydro	HP
64	T1-CAX-EL11	CAX-1	Terminal 1, C Annex	4000	2	MCE	Micro P	HP
65	T1-SKY-EL11	CAX-2	Terminal 1, Sky Bridge	5500	2	MCE	Micro P	HP
66	T1-SKY-EL12	CAX-3	Terminal 1, Sky Bridge	5500	2	MCE	Micro P	HP
67	T1-CPE-EL11	HR-1	Terminal 1, Central Plant	2100	2	Dover	Relay Logic	HP
68	9750MASON-EL11	CUP-1	Terminal 3, Central Plant	3500	2	MCE	Hydro	HP
69	T1-BHS-N3-EL11	N3-1	Terminal 1, BHS Node 3	4500	2	Otis	211	HP
70	T1-BHS-N4-EL11	N4-1	Terminal 1, BHS Node 4	4500	2	Otis	211	HP
71	T2-BHS-N6-EL11	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-EL11	HP-1	North Las Vegas Terminal	2500	2	Dover	DMC	HP
2	Vertical Platform Lift	None	Visitor Building - North Las Vegas (2704 Airport Dr)	750	1	Porch Lift	None	None

EQUIPMENT AND LOCATIONS - ELEVATORS (HENDERSON EXECUTIVE AIRPORT)								
No.	Elevator Designations	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equip. Type
1	HEA-EL11	HEA-2	Henderson Executive Terminal	2500	2	Otis	211	HP
2	HEA-EL12	HEA-1	Henderson Executive Terminal	2500	2	Otis	211	HP
3	HT-EL11	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-EL120	EL-20	Customer Service Building	4500	4	Otis	211	HP
2	CSB-EL121	EL-21	Customer Service Building	4500	3	Otis	211	HP
3	CSB-EL130	EL-30	Customer Service Building	4500	4	Otis	211	HP
4	CSB-EL131	EL-31	Customer Service Building	4500	4	Otis	211	HP
5	CSB-EL140	EL-40	Customer Service Building	4500	4	Otis	211	HP
6	CSB-EL141	EL-41	Customer Service Building	4500	3	Otis	211	HP
7	SQTA-EL150	EL-50	South QTA	3000	2	Otis	211	HP
8	SQTA-EL151	EL-51	South QTA	3000	2	Otis	211	HP
9	WQTA-EL160	EL-60	West QTA	3000	2	Otis	211	HP
10	WQTA-EL161	EL-61	West QTA	3000	2	Otis	211	HP
11	WQTA-EL162	EL-62	West QTA	3000	2	Otis	211	HP
12	NQTA-EL170	EL-70	North QTA	3000	2	Otis	211	HP
13	NQTA-EL171	EL-71	North QTA	3000	2	Otis	211	HP

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

EQUIPMENT AND LOCATIONS - ELEVATORS (MCCARRAN NEW TERMINAL 3)								
(No.)	Elevator Designation	Old ID	Location	Capacity	# of Stops	Manufacturer	Style	Equipment Type
1	T3-WEL1	EA01	Terminal 3, West	6500	3	KONE	Micro P	Traction
2	T3-WEL2	EA02	Terminal 3, West	6500	3	KONE	Micro P	Traction
3	T3-WEL3	EA03	Terminal 3, West	6500	3	KONE	Micro P	Traction
4	T3-WEL4	EA04	Terminal 3, West	6500	3	KONE	Micro P	Traction
5	T3-WEL5	EA05	Terminal 3, West	6500	3	KONE	Micro P	Traction
6	T3-WEL6	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	6000	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	Equipment 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

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

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	Unit ID	Location	Manufacturer	Style	Equip. Type
1	T1-S1-ESC1	C-109	Terminal 1, C Concourse	KONE		EG
2	T1-S1-ESC2	C-109	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-108	Terminal 1, Bag Claim Center	KONE		EG
12	T1-BCC-ESC5 *	CT-105	Terminal 1, Bag Claim Center	KONE		EG
13	T1-BCC-ESC6 *	CT-117	Terminal 1, Bag Claim South	KONE		EG
14	T1-BCC-ESC7 *	CT-116	Terminal 1, Bag Claim South	KONE		EG
15	T1-BCC-ESC8 *	CT-115	Terminal 1, Bag Claim South	KONE		EG
16	T1-BCC-ESC9 *	CT-114	Terminal 1, Bag Claim South	KONE		EG
17	T1-BCC-ESC10 *	CT-113	Terminal 1, Bag Claim South	KONE		EG
18	T1-BCC-ESC11 *	CT-112	Terminal 1, Bag Claim South	KONE		EG
19	T1-BCC-ESC12 *	CT-110	Terminal 1, Bag Claim South	KONE		EG
20	T1-BCC-ESC13 *	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-105	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	Unit 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

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT B

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-ESC20	ES10	Terminal 3, East	KONE	Trans180	Heavy Duty
11	T3-E-ESC21	ES11	Terminal 3, East	KONE	Trans180	Heavy Duty
12	T3-E-ESC22	ES12	Terminal 3, East	KONE	Trans180	Heavy Duty
13	T3-W-ESC23	ES13	Terminal 3, West	KONE	Trans180	Heavy Duty
14	T3-W-ESC24	ES14	Terminal 3, West	KONE	Trans180	Heavy Duty
15	T3-W-ESC25	ES15	Terminal 3, West	KONE	Trans180	Heavy Duty
16	T3-W-ESC26	ES16	Terminal 3, West	KONE	Trans180	Heavy Duty
17	T3-C-ESC27	ES17	Terminal 3, Center	KONE	Trans180	Heavy Duty
18	T3-C-ESC28	ES18	Terminal 3, Center	KONE	Trans180	Heavy Duty
19	T3-C-ESC29	ES19	Terminal 3, Center	KONE	Trans180	Heavy Duty
20	T3-C-ESC30	ES20	Terminal 3, Center	KONE	Trans180	Heavy Duty
21	T3-E-ESC31	ES21	Terminal 3, East	KONE	Trans180	Heavy Duty
22	T3-E-ESC32	ES22	Terminal 3, East	KONE	Trans180	Heavy Duty
23	T3-E-ESC33	ES23	Terminal 3, East	KONE	Trans180	Heavy Duty
24	T3-E-ESC34	ES24	Terminal 3, East	KONE	Trans180	Heavy Duty
25	T3-E-ESC35	ES25	Terminal 3, East	KONE	Trans180	Heavy Duty

CBE-662
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-SH-L2-MW1	C-102	Terminal 1, C Concourse	KONE		PS
10	T1-SH-L2-MW2	C-101	Terminal 1, C Concourse	KONE		PS
11	T1-SH-L2-MW3	C-104	Terminal 1, C Concourse	KONE		PS
12	T1-SH-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-103	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

CBE-662
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
1	T1-NC-EL1	Terminal 1, A Concourse	MCE	.75	3.25
2	T1-CC4-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-TB-EL1	Terminal 1, Ticketing North	Dover	.75	3.25
15	T1-TB-EL2	Terminal 1, Ticketing South	Reliable	.75	3.25
16	T1-TB-EL3	Terminal 1, Ticketing South	MCE	.75	3.25
17	T1-TB-EL4	Terminal 1, Ticketing South	KONE/Dover	.75	3.25
18	T1-TB-EL5	Terminal 1, Ticketing South	MCE	.75	3.25
19	T1-TB-EL6	Terminal 1, Ticketing South	KONE/Dover	.75	3.25
20	T1-TB-EL7	Terminal 1, Ticketing South	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 G1	MCE	.5	2.17
36	S2-RA-EL2	Terminal 1, D Concourse G1	MCE	.75	3.25
37	S2-RA-EL3	Terminal 1, D Concourse G1	MCE	.75	3.25
38	S2-RA-EL4	Terminal 1, D Concourse G1	MCE	.5	2.17
39	S2-RA-EL5	Terminal 1, D Concourse G1	MCE	.5	2.17
40	S2-RA-EL6	Terminal 1, D Concourse G1	MCE	.5	2.17
41	S2-ERC-EL1	Terminal 1, D Concourse ERO	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

CBE-662
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-EL14	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-AB-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, D 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, Control Plant	Dover	.75	3.25
68	5750MASON-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 Vision Building North Las Vegas (2734 Airport Dr)	Dover	.75	3.25
2	Vertical Platform Lift		Foreh LR	.75	3.25
1	HEA-EL1	Henderson Executive Terminal	Otis	.75	3.25
2	HEA-EL2	Henderson Executive Terminal	Otis	.75	3.25
3	HE-EL1	Henderson Executive Tower	Otis	.75	3.25
1	CSB-EL120	Customer Service Building	Otis	.75	3.25
2	CSB-EL121	Customer Service Building	Otis	.75	3.25
3	CSB-EL130	Customer Service Building	Otis	.75	3.25
4	CSB-EL131	Customer Service Building	Otis	.75	3.25
5	CSB-EL140	Customer Service Building	Otis	.75	3.25
6	CSB-EL141	Customer Service Building	Otis	.75	3.25
7	SQTA-EL150	South QTA	Otis	.75	3.25
8	SQTA-EL151	South QTA	Otis	.75	3.25
9	WQTA-EL160	West QTA	Otis	.75	3.25
10	WQTA-EL161	West QTA	Otis	.75	3.25
11	WQTA-EL162	West QTA	Otis	.75	3.25
12	NQTA-EL170	North QTA	Otis	.75	3.25
13	NQTA-EL171	North QTA	Otis	.75	3.25
TOTAL HOURS FOR ELEVATORS				67	290.33

CBE-662
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-EL1	EA01	Terminal 3, West	KONE	.75	3.25
2	T3-W-EL2	EA02	Terminal 3, West	KONE	.75	3.25
3	T3-W-EL3	EA03	Terminal 3, West	KONE	.75	3.25
4	T3-W-EL4	EA04	Terminal 3, West	KONE	.75	3.25
5	T3-W-EL5	EA05	Terminal 3, West	KONE	.75	3.25
6	T3-W-EL6	EA06	Terminal 3, West	KONE	.75	3.25
7	T3-C-EL7	EA07	Terminal 3, Center	KONE	.75	3.25
8	T3-C-EL8	EA08	Terminal 3, Center	KONE	.75	3.25
9	T3-C-EL9	EA09	Terminal 3, Center	KONE	.75	3.25
10	T3-C-EL10	EA10	Terminal 3, Center	KONE	.75	3.25
11	T3-C-EL11	EA11	Terminal 3, Center	KONE	.75	3.25
12	T3-C-EL12	EA12	Terminal 3, Center	KONE	.75	3.25
13	T3-E-EL13	EA13	Terminal 3, East	KONE	.75	3.25
14	T3-E-EL14	EA14	Terminal 3, East	KONE	.75	3.25
15	T3-E-EL15	EA15	Terminal 3, East	KONE	.75	3.25
16	T3-E-EL16	EA16	Terminal 3, East	KONE	.75	3.25
17	T3-E-EL17	EA17	Terminal 3, East	KONE	.75	3.25
18	T3-E-EL18	EA18	Terminal 3, East	KONE	.75	3.25
19	T3-W-EL19	EA19	Terminal 3, West	KONE	.75	3.25
20	T3-W-EL20	EA20	Terminal 3, West	KONE	.75	3.25
21	T3-C-EL21	EA21	Terminal 3, Center	KONE	.75	3.25
22	T3-C-EL22	EA22	Terminal 3, Center	KONE	.75	3.25
23	T3-C-EL23	EA23	Terminal 3, Center	KONE	.75	3.25
24	T3-C-EL24	EA24	Terminal 3, Center	KONE	.75	3.25
25	T3-E-EL25	EA25	Terminal 3, East	KONE	.75	3.25
26	T3-E-EL26	EA26	Terminal 3, East	KONE	.75	3.25
27	T3-E-EL27	EA27	Terminal 3, East	KONE	.75	3.25
28	T3-E-EL28	EA28	Terminal 3, East	KONE	.75	3.25
29	T3-E-EL29	EA29	Terminal 3, East	KONE	.75	3.25
30	T3-W-EL30	EA30	Terminal 3, West	KONE	.75	3.25
31	T3-E-EL31	EA31	Terminal 3, East	KONE	.75	3.25
32	T3-E-EL32	EA32	Terminal 3, East	KONE	.75	3.25
33	T3-E-EL33	EA33	Terminal 3, East	KONE	.75	3.25
1	T3-PK-EL11*	---	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

CBE-662
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-BCC-ESC6 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
14	T1-BCC-ESC7 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
15	T1-BCC-ESC8 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
16	T1-BCC-ESC9 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
17	T1-BCC-ESC10 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
18	T1-BCC-ESC11 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
19	T1-BCC-ESC12 *	Terminal 1, Bag Claim Center	KONE	1.5	6.50
20	T1-BCC-ESC13 *	Terminal 1, Bag Claim Center	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	KONE	1.5	6.50
26	S2-RA-ESC6 *	Terminal 1, D Concourse GH	Thyssen	1.5	6.50
27	S2-RA-ESC7 *	Terminal 1, D Concourse GH	Thyssen	1.5	6.50
28	T2-IAB-ESC1	Terminal 2	KONE	1.5	6.50
29	T2-CIT-ESC1	Terminal 2	Schindler	1.5	6.50
30	T2-CIT-ESC2	Terminal 2	Schindler	1.5	6.50
31	T2-CIT-ESC3	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-ESC00	Customer Service Building	Otis	1.5	6.50
2	CSB-ESC01	Customer Service Building	Otis	1.5	6.50
3	CSB-ESC02	Customer Service Building	Otis	1.5	6.50
4	CSB-ESC03	Customer Service Building	Otis	1.5	6.50
5	CSB-ESC04	Customer Service Building	Otis	1.5	6.50
6	CSB-ESC05	Customer Service Building	Otis	1.5	6.50
7	CSB-ESC06	Customer Service Building	Otis	1.5	6.50
8	CSB-ESC07	Customer Service Building	Otis	1.5	6.50
9	CSB-ESC08	Customer Service Building	Otis	1.5	6.50
10	CSB-ESC09	Customer Service Building	Otis	1.5	6.50
11	CSB-ESC10	Customer Service Building	Otis	1.5	6.50
12	CSB-ESC11	Customer Service Building	Otis	1.5	6.50
TOTAL HOURS FOR ESCALATORS				67.5	292.5

CBE-662
MAINTENANCE SERVICES FOR ELEVATORS, ESCALATORS AND MOVING WALKWAYS
EXHIBIT C

MINIMUM MAINTENANCE REQUIREMENTS (MCCARRAN NEW TERMINAL 3)						
No.	Escalator Designation	ES ID	Location	Manufacturer	Minimum PM Hours per Week	Minimum PM Hours per Month
1	T3-W-ESC11	ES01	Terminal 3, West	KONE	1.50	6.50
2	T3-W-ESC12	ES02	Terminal 3, West	KONE	1.50	6.50
3	T3-W-ESC13	ES03	Terminal 3, West	KONE	1.50	6.50
4	T3-W-ESC14	ES04	Terminal 3, West	KONE	1.50	6.50
5	T3-C-ESC15	ES05	Terminal 3, Center	KONE	1.50	6.50
6	T3-C-ESC16	ES06	Terminal 3, Center	KONE	1.50	6.50
7	T3-C-ESC17	ES07	Terminal 3, Center	KONE	1.50	6.50
8	T3-C-ESC18	ES08	Terminal 3, Center	KONE	1.50	6.50
9	T3-E-ESC19	ES09	Terminal 3, East	KONE	1.50	6.50
10	T3-E-ESC20	ES10	Terminal 3, East	KONE	1.50	6.50
11	T3-E-ESC21	ES11	Terminal 3, East	KONE	1.50	6.50
12	T3-E-ESC22	ES12	Terminal 3, East	KONE	1.50	6.50
13	T3-W-ESC23	ES13	Terminal 3, West	KONE	1.50	6.50
14	T3-W-ESC24	ES14	Terminal 3, West	KONE	1.50	6.50
15	T3-W-ESC25	ES15	Terminal 3, West	KONE	1.50	6.50
16	T3-W-ESC26	ES16	Terminal 3, West	KONE	1.50	6.50
17	T3-C-ESC27	ES17	Terminal 3, Center	KONE	1.50	6.50
18	T3-C-ESC28	ES18	Terminal 3, Center	KONE	1.50	6.50
19	T3-C-ESC29	ES19	Terminal 3, Center	KONE	1.50	6.50
20	T3-C-ESC30	ES20	Terminal 3, Center	KONE	1.50	6.50
21	T3-E-ESC31	ES21	Terminal 3, East	KONE	1.50	6.50
22	T3-E-ESC32	ES22	Terminal 3, East	KONE	1.50	6.50
23	T3-E-ESC33	ES23	Terminal 3, East	KONE	1.50	6.50
24	T3-E-ESC34	ES24	Terminal 3, East	KONE	1.50	6.50
25	T3-E-ESC35	ES25	Terminal 3, East	KONE	1.50	6.50
TOTAL HOURS FOR NEW TERMINAL 3 ESCALATORS					37.50	162.50

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.	Schmidt, 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 94602
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	Mathews	Senior Vice President Southeast	3550 Georgia Bushes Parkway, Suite 360 Kennesaw, GA 30144
Wes	Ashton	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
Jussf	Djafa	Senior Vice President Supply and Sourcing	4225 Naperville Road, Suite 400 Lisle, IL 60532
Kurt E.	Stepanek	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 76013
Michael P.	Bauschka	Treasurer	One KONE Court Moline, IL 61265
John	Dahlgren, Jr.	Assistant Secretary	4225 Naperville Road, Suite 400 Lisle, IL 60532
Barbara	Brockmeyer	Assistant Treasurer	One KONE Court Moline, IL 61265

CBE-652
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-12-MW1	Terminal 1, A Concourse	KONE	1.5	6.50
2	T1-NC-12-MW2	Terminal 1, A Concourse	KONE	1.5	6.50
3	T1-NC-12-MW3	Terminal 1, A Concourse	KONE	1.5	6.50
4	T1-NC-12-MW4	Terminal 1, A Concourse	KONE	1.5	6.50
5	T1-SC-12-MW1	Terminal 1, B Concourse	KONE	1.5	6.50
6	T1-SC-12-MW2	Terminal 1, B Concourse	KONE	1.5	6.50
7	T1-SG-12-MW3	Terminal 1, B Concourse	KONE	1.5	6.50
8	T1-SG-12-MW4	Terminal 1, B Concourse	KONE	1.5	6.50
9	T1-S1-12-MW1	Terminal 1, C Concourse	KONE	1.5	6.50
10	T1-S1-12-MW2	Terminal 1, C Concourse	KONE	1.5	6.50
11	T1-S1-12-MW3	Terminal 1, C Concourse	KONE	1.5	6.50
12	T1-S1-12-MW4	Terminal 1, C Concourse	KONE	1.5	6.50
13	S2-SE-12-MW1	Terminal 1, D Concourse SE	KONE	1.5	6.50
14	S2-SE-12-MW2	Terminal 1, D Concourse SE	KONE	1.5	6.50
15	S2-SW-12-MW1	Terminal 1, D Concourse SW	KONE	1.5	6.50
16	S2-SW-12-MW2	Terminal 1, D Concourse SW	KONE	1.5	6.50
17	S2-NE-12-MW1	Terminal 1, D Concourse NE	KONE	1.5	6.50
18	S2-NE-12-MW2	Terminal 1, D Concourse NE	KONE	1.5	6.50
19	T1-PK-GLD-12-MW1	Terminal 1, Gold Garage	KONE	1.5	6.50
20	T1-PK-GLD-12-MW2	Terminal 1, Gold Garage	KONE	1.5	6.50
21	T1-PK-GLD-12-MW3	Terminal 1, Gold Garage	KONE	1.5	6.50
22	T1-PK-GLD-12-MW4	Terminal 1, Gold Garage	KONE	1.5	6.50
23	T1-SKY-12-MW1	Terminal 1, Sky Bridge	KONE	1.5	6.50
24	T1-SKY-12-MW2	Terminal 1, Sky Bridge	KONE	1.5	6.50
25	T1-SKY-12-MW3	Terminal 1, Sky Bridge	KONE	1.5	6.50
26	T1-SKY-12-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	746.58

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-W12-MW1	MW01	Terminal 3, West	KONE	1.50	6.50
2	T3-W12-MW2	MW02	Terminal 3, West	KONE	1.50	6.50
3	T3-E12-MW3	MW03	Terminal 3, East	KONE	1.50	6.50
4	T3-E12-MW4	MW04	Terminal 3, East	KONE	1.50	6.50
5	T3-W11-MW5	MW05	Terminal 3, West	KONE	1.50	6.50
6	T3-W11-MW6	MW06	Terminal 3, West	KONE	1.50	6.50
7	T3-C11-MW7	MW07	Terminal 3, Center	KONE	1.50	6.50
8	T3-C11-MW8	MW08	Terminal 3, Center	KONE	1.50	6.50
9	T3-E11-MW9	MW09	Terminal 3, East	KONE	1.50	6.50
10	T3-E11-MW10	MW10	Terminal 3, East	KONE	1.50	6.50
11	T3-E11-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	357.25

CBE-662
 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	x 12	\$17,280.00
8.	T1-S1-EL4 (C-4)	\$1,440.00	x 12	\$17,280.00
9.	T1-S1-EL5 (C-5)	\$1,440.00	x 12	\$17,280.00
10.	T1-S1-EL6 (C-6)	\$1,440.00	x 12	\$17,280.00
TERMINAL 1, BRIDGE ROTUNDA				
11.	T1-BR-EL1 (CT-3)	\$1,440.00	x 12	\$17,280.00
12.	T1-BR-EL2 (CT-1)	\$1,440.00	x 12	\$17,280.00
13.	T1-BR-EL3 (CT-2)	\$1,440.00	x 12	\$17,280.00
TERMINAL 1, TICKETING NORTH				
14.	T1-TBN-EL1 (CT-1)	\$1,440.00	x 12	\$17,280.00
TERMINAL 1, TICKETING SOUTH				
15.	T1-TBS-EL1 (CT-5)	\$1,440.00	x 12	\$17,280.00
TERMINAL 1, ESPLANADE				
16.	T1-TBC-EL1 (CT-6)	\$1,440.00	x 12	\$17,280.00
17.	T1-TBC-EL2 (CT-9)	\$2,040.00	x 12	\$24,480.00
18.	T1-TBC-EL3 (CT-8)	\$1,440.00	x 12	\$17,280.00
19.	T1-TBC-EL4 (CT-7)	\$2,040.00	x 12	\$24,480.00
20.	T1-TBC-EL5 (CT-10)	\$2,040.00	x 12	\$24,480.00
TERMINAL 1, BAG CLAIM NORTH				
21.	T1-BCN-EL1 (CT-16)	\$1,440.00	x 12	\$17,280.00
22.	T1-BCN-EL2 (CT-11)	\$1,440.00	x 12	\$17,280.00

24/7 SCHEDULE				
ELEVATOR (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	ESTIMATED 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 & SKY BRIDGE				
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 PLANTS				
62.	T1-CP-EL1 (HR-1)	\$1,440.00	x12	\$17,280.00
TERMINAL 1 - BHS NODES 3 & 4				
63.	T1-BHS-N3-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-2)	\$1,440.00	x12	\$17,280.00
67.	T2-CIT-EL2 (CIT-3)	\$1,440.00	x12	\$17,280.00
68.	T2-CIT-EL3 (CIT-4)	\$1,440.00	x12	\$17,280.00
69.	T2-CIT-EL4 (CIT-5)	\$1,440.00	x12	\$17,280.00
TERMINAL 2 - BHS NODE 5				
70.	T2-BHS-N5-EL1 (CIT-6)	\$1,440.00	x12	\$17,280.00
TERMINAL 3 - CENTRAL PLANTS				
71.	5750 MASON-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				
ELEVATOR (CONTINUED)				
ITEM #	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
HENDERSON EXECUTIVE TOWER				
76.	HT-EL1 (IT-1)	\$275.00	x12	\$3,300.00
MRACC - CUSTOMER SERVICE BUILDING				
77.	CSB-EL20 (EL-20)	\$1,440.00	x12	\$17,280.00
78.	CSB-EL21 (EL-21)	\$1,440.00	x12	\$17,280.00
79.	CSB-EL30 (EL-30)	\$1,440.00	x12	\$17,280.00
80.	CSB-EL31 (EL-31)	\$1,440.00	x12	\$17,280.00
81.	CSB-EL40 (EL-40)	\$1,440.00	x12	\$17,280.00
82.	CSB-EL41 (EL-41)	\$1,440.00	x12	\$17,280.00
MRACC - SOUTH QTA				
83.	SQTA-EL50 (EL-50)	\$1,440.00	x12	\$17,280.00
84.	SQTA-EL51 (EL-51)	\$1,440.00	x12	\$17,280.00
MRACC - WEST QTA				
85.	WQTA-EL60 (EL-60)	\$1,440.00	x12	\$17,280.00
86.	WQTA-EL61 (EL-61)	\$1,440.00	x12	\$17,280.00
87.	WQTA-EL62 (EL-62)	\$1,440.00	x12	\$17,280.00
MRACC - NORTH QTA				
88.	NQTA-EL70 (EL-70)	\$1,440.00	x12	\$17,280.00
89.	NQTA-EL71 (EL-71)	\$1,440.00	x12	\$17,280.00
24/7 SCHEDULE TOTAL ELEVATOR MAINTENANCE				\$1,568,820.00

24/7 SCHEDULE				
NEW TERMINAL 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-EL20 (EL10)	\$560.00	x12	\$6,720.00
11.	T3-C-EL21 (EL11)	\$560.00	x12	\$6,720.00
12.	T3-C-EL22 (EL12)	\$560.00	x12	\$6,720.00
13.	T3-E-EL23 (EL13)	\$560.00	x12	\$6,720.00
14.	T3-E-EL24 (EL14)	\$560.00	x12	\$6,720.00
15.	T3-E-EL25 (EL15)	\$560.00	x12	\$6,720.00
16.	T3-E-EL26 (EL16)	\$560.00	x12	\$6,720.00
17.	T3-E-EL27 (EL17)	\$560.00	x12	\$6,720.00
18.	T3-E-EL28 (EL18)	\$560.00	x12	\$6,720.00
19.	T3-W-EL29 (EL19)	\$560.00	x12	\$6,720.00
20.	T3-W-EL30 (EL20)	\$560.00	x12	\$6,720.00
21.	T3-C-EL31 (EL21)	\$560.00	x12	\$6,720.00
22.	T3-C-EL32 (EL22)	\$560.00	x12	\$6,720.00
23.	T3-C-EL33 (EL23)	\$560.00	x12	\$6,720.00
24.	T3-C-EL34 (EL24)	\$560.00	x12	\$6,720.00
25.	T3-E-EL35 (EL25)	\$560.00	x12	\$6,720.00
26.	T3-E-EL36 (EL26)	\$560.00	x12	\$6,720.00
27.	T3-E-EL37 (EL27)	\$560.00	x12	\$6,720.00
28.	T3-E-EL38 (EL28)	\$560.00	x12	\$6,720.00
29.	T3-E-EL39 (EL29)	\$560.00	x12	\$6,720.00
30.	T3-W-EL40 (EL30)	\$560.00	x12	\$6,720.00
31.	T3-E-EL41 (EL31)	\$560.00	x12	\$6,720.00
32.	T3-E-EL42 (EL32)	\$560.00	x12	\$6,720.00

Clark County Department of Aviation October 31, 2011

41

02037

ER2037

24/7 SCHEDULE				
NEW TERMINAL ELEVATORS				
ITEM#	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
33.	T3-E-EL33 (EL33)	\$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-EL1	\$560.00	x12	\$6,720.00
2.	T3-PK-EL2	\$560.00	x12	\$6,720.00
3.	T3-PK-EL3	\$560.00	x12	\$6,720.00
4.	T3-PK-EL4	\$560.00	x12	\$6,720.00
5.	T3-PK-EL5	\$560.00	x12	\$6,720.00
6.	T3-PK-EL6	\$560.00	x12	\$6,720.00
7.	T3-PK-EL7	\$560.00	x12	\$6,720.00
8.	T3-PK-EL8	\$560.00	x12	\$6,720.00
24/7 SCHEDULE TOTAL NEW GARAGE ELEVATOR MAINTENANCE				\$68,760.00

247 SCHEDULE

ESCALATORS

ITEM#	NUMBERS	MONTHLY UNIT COST	MONTHS	EXTENDED TOTAL
TERMINAL 1, C-CONCOURSE				
1.	T1-S1-ESC11 (C-105)	\$3,000.00	x12	\$36,000.00
2.	T1-S1-ESC12 (C-106)	\$3,000.00	x12	\$36,000.00
3.	T1-S1-ESC13 (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-108)	\$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-106)	\$3,000.00	x12	\$36,000.00
11.	T1-BCC-ESC4 (CT-105)	\$3,000.00	x12	\$36,000.00
12.	T1-BCC-ESC5 (CT-104)	\$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-111)	\$3,000.00	x12	\$36,000.00
20.	T1-BCS-ESC8 (CT-110)	\$3,000.00	x12	\$36,000.00
TERMINAL 1, D-CONCOURSE				
21.	S2-RA-ESC11 (D-101)	\$3,000.00	x12	\$36,000.00
22.	S2-RA-ESC12 (D-102)	\$3,000.00	x12	\$36,000.00
23.	S2-RA-ESC13 (D-103)	\$3,000.00	x12	\$36,000.00
24.	S2-RA-ESC14 (D-104)	\$3,000.00	x12	\$36,000.00
25.	S2-RA-ESC15 (D-105)	\$3,000.00	x12	\$36,000.00
26.	S2-RA-ESC16 (D-110)	\$3,000.00	x12	\$36,000.00

24/7 SCHEDULE				
ESCALATORS (CONTINUED)				
ITEM	NUMBERS	MONTHLY MAINT. COST	MONTHS	EXTENDED TOTAL
TERMINAL 1 - 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-IA3-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	12 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-ESC1 (ES01)	\$950.00	x12	\$11,400.00
2.	T3-W-ESC2 (ES02)	\$950.00	x12	\$11,400.00
3.	T3-W-ESC3 (ES03)	\$950.00	x12	\$11,400.00
4.	T3-W-ESC4 (ES04)	\$950.00	x12	\$11,400.00
5.	T3-D-ESC5 (ES05)	\$950.00	x12	\$11,400.00
6.	T3-C-ESC6 (ES06)	\$950.00	x12	\$11,400.00
7.	T3-C-ESC7 (ES07)	\$950.00	x12	\$11,400.00
8.	T3-C-ESC8 (ES08)	\$950.00	x12	\$11,400.00
9.	T3-E-ESC9 (ES09)	\$950.00	x12	\$11,400.00
10.	T3-E-ESC10 (ES10)	\$950.00	x12	\$11,400.00
11.	T3-E-ESC11 (ES11)	\$950.00	x12	\$11,400.00
12.	T3-E-ESC12 (ES12)	\$950.00	x12	\$11,400.00
13.	T3-W-ESC13 (ES13)	\$950.00	x12	\$11,400.00
14.	T3-W-ESC14 (ES14)	\$950.00	x12	\$11,400.00
15.	T3-W-ESC15 (ES15)	\$950.00	x12	\$11,400.00
16.	T3-W-ESC16 (ES16)	\$950.00	x12	\$11,400.00
17.	T3-C-ESC17 (ES17)	\$950.00	x12	\$11,400.00
18.	T3-C-ESC18 (ES18)	\$950.00	x12	\$11,400.00
19.	T3-C-ESC19 (ES19)	\$950.00	x12	\$11,400.00
20.	T3-C-ESC20 (ES20)	\$950.00	x12	\$11,400.00
21.	T3-E-ESC21 (ES21)	\$950.00	x12	\$11,400.00
22.	T3-E-ESC22 (ES22)	\$950.00	x12	\$11,400.00
23.	T3-E-ESC23 (ES23)	\$950.00	x12	\$11,400.00
24.	T3-E-ESC24 (ES24)	\$950.00	x12	\$11,400.00
25.	T3-E-ESC25 (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	x12	\$48,000.00
2.	T1-NC-L2-MW2 (A-101)	\$4,000.00	x12	\$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, E 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
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-WL2-MW01 (MW01)	\$1,445.00	x12	\$17,340.00
2.	T3-WL2-MW02 (MW02)	\$1,445.00	x12	\$17,340.00
3.	T3-E-L2-MW03 (MW03)	\$1,445.00	x12	\$17,340.00
4.	T3-E-L2-MW04 (MW04)	\$1,445.00	x12	\$17,340.00
5.	T3-W-L1-MW05 (MW05)	\$1,445.00	x12	\$17,340.00
6.	T3-W-L1-MW06 (MW06)	\$1,445.00	x12	\$17,340.00
7.	T3-C-L1-MW07 (MW07)	\$1,445.00	x12	\$17,340.00
8.	T3-C-L1-MW08 (MW08)	\$1,445.00	x12	\$17,340.00
9.	T3-E-L1-MW09 (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.)	\$8,207,880.00

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 this 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.

CBE-602 (RFP 11-003)
MAINT. ELEVATORS/ESCALATORS/MOVING WALKWAYS

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 11006, 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 11006
Las Vegas, Nevada 89111-1005
 9. Authorized Agent Signature

CLARK COUNTY CERTIFICATE OF INSURANCE				ISSUED BY (NAME/TYPE)	
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-UTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE \$25 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMPOUND \$45 2,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCURS				PERSONAL & ADV. INJURY \$15 1,000,000
	OWNERS & CONTRACTORS PROF.				EACH OCCURRENCE \$15 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE	(1) Production/Retention			FIRE DAMAGE (Any one fire) \$10 50,000
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person) \$15 5,000,000
5.	AUTOMOBILE LIABILITY				AD & MED. EXPENSES (Any one person) \$25 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Any one person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY	(1) Production/Retention			PROPERTY DAMAGE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ 5,000,000
	UMBRELLA FORM				AGGREGATE \$ 5,000,000
	OTHER THAN UMBRELLA FORM				STATUTORY LIMITS
6.	<input checked="" type="checkbox"/> WORKER'S COMPENSATION				EACH ACCIDENT \$ 1,000,000
					DISEASE/POICY UNIT \$ 1,000,000
					DISEASE/EACH EMPLOYEE \$ 1,000,000
	OTHER PROFESSIONAL LIABILITY				
7. DESCRIPTION: CBE-582, 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 5767 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 WALKWAYS (RFP 11-893)

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

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)

do hereby swear, 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 whose 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-682
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"/> LBE	<input type="checkbox"/> DBE	<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		PO Box and Email:	
Telephone No:		(309) 764-6771		Fax No:	
Local Street Address:		3060 Power 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 PO Box 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. This 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, clubs, 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

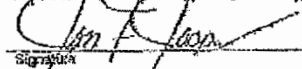
1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/deputized official(s)?

☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/deputized 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/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/deputized 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 easements without the completed disclosure form.

	Jon F. Jasper
Signature	Print Name
District Manager	May 19, 2011
Title	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	1761 Harbor Bay Parkway, Suite 150 Alameda, CA 94602
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	3550 Georgia Bushy Parkway, Suite 350 Kennesaw, GA 30144
Wes	Askren	Senior Vice President Business Development	4225 Naperville Road, Suite 400 Lisle, IL 60532
Jay	Diaz	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
Jesse	Ojeda	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.	Regwill	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	Pahlquist, 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/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 contract selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business 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/bid selection process for this particular agenda item?
☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with this 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/bid selection process for this particular agenda item?
☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with this 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/bid selection process for this particular agenda item?
☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with this business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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
<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	FOQ 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 FOQ 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 NA 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 Jon F. Jasper
 Title District Manager

Print Name Jon F. Jasper
 Date May 19, 2011

02055

ER2055

Exhibit No. Bx 8
Witness R. Walker
Date 6/26/13

KWD CCR# 711

EXHIBIT 8

EXHIBIT 8

02056

ER2056

CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

Issue:	Approval of Contract	Back up:
Petitioner:	Randall H. Walker, Director of Aviation	Clark Ref. #
Recommendation: <p>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)</p>		

FISCAL IMPACT:

Fund #: 5201.701	Fund Name: McCarran Unrestricted Operations
Fund Center: 2200300028	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

Clerk for Agenda

5/1/2012

Agenda Item #

13

02057

ER2057

**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 1: 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 Area/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 agree 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 representative 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 \$97,722.00 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 this 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 of 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."

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
282-670

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.
1901 LEBANON CHURCH ROAD
PITTSBURGH, PENNSYLVANIA 15238-1491

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

Clark County Department of Aviation - 4/23/2012

12

02069

ER2069

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 for 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.

Bombardier Transportation (Holdings) USA, Inc.
 Technical Assistance Support
 CDS-670

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 Hi-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 28 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	\$501,578.00
5	07/01/2015 - 06/30/2016	3.00%	\$43,081.00	\$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%	\$45,633.00	\$548,198.00
8	07/01/2018 - 06/30/2019	3.00%	\$47,054.00	\$564,843.00
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

15

02072

ER2072

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 CLAUSES 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 26 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 effecting 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 contract 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.

Bombardier Transportation (Holdings) USA, Inc.
Technical Assistance Support
CPE-679

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 Accord 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

02074

ER2074

CLARK COUNTY CERTIFICATE OF INSURANCE						ISSUED BY (NAME/ID)					
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.								
INSURED 2. NAME, ADDRESS, PHONE & FAX NUMBERS			COMPANIES AFFORDING COVERAGE			3. BEST'S RATING					
			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	(A)	(B)	(C)	GENERAL AGGREGATE	\$2M	2,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMPOUND AGG.	\$1M	2,000,000				
	<input type="checkbox"/> GL/MS TRADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADJ. INJURY	\$2M	1,000,000				
	OWNERS & CONTRACTORS POLL				EACH OCCURRENCE	\$2M	1,000,000				
	UNDERGROUND EXPLOSION & COLLAPSE				TRAIL DAMAGE (MT. COTTON)	\$1M	50,000				
	INDEPENDENT CONTRACTOR				ADD. EXPENSE (MT. COTTON)	\$1M					
	5.				AUTOMOBILE LIABILITY	(D)	(E)	(F)	COMBINED SINGLE LIMIT	\$400	5,000,000
					<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (MT. COTTON)	\$	
					ALL OWNED AUTOS				BODILY INJURY (MT. COTTON)	\$	
					SCHEDULED AUTOS				BODILY INJURY (MT. COTTON)	\$	
HIRED AUTOS		PROPERTY DAMAGE	\$								
NON-OWNED AUTOS		EACH OCCURRENCE	\$	5,000,000							
GARAGE LIABILITY		AGGREGATE	\$	5,000,000							
EXCESS LIABILITY		STATUTORY LIMITS									
UMBRELLA FORM		EACH ACCIDENT	\$	1,000,000							
OTHER THAN UMBRELLA FORM		DISSEMINATION LIMIT	\$	1,000,000							
6.	<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(G)	(H)	(I)	DISSEMINATION EMPLOYEE	\$	1,000,000				
7.	OTHER	(J)	(K)	(L)							
7. DESCRIPTION: CSE 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 ISQ 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 CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 9. Authorized Agent								

NAME 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:

SAMPLE

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

02076

ER2076

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-870

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 whose 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
GBE-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 award 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 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 organization duly filed and registered as required by state law.

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

Minority Owned Business Enterprise (MOBE):

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 (PCBE):

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 whose 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 Officers/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 Corporations - (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/deleted 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 responsibility or authority relation to a Clark County full-time employee(s) or appointed/deleted 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 Las).

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

02080

ER2080

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 to 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"/> MSE	<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 Names					
(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. This 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.

- 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 NA 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 _____

Date _____

Date _____