



REQUEST FOR PROPOSALS (RFP)

RFP Number: 001-15-015

**To Design and Construct
The Project Neon Design-Build Project
through a Design-Build Contract**

**Volume II
Contract Appendices**



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APPENDIX 1

ABBREVIATIONS AND DEFINITIONS

[Provided Separately]

APPENDIX 2

DEPARTMENT-PROVIDED APPROVALS

1. Final Environmental Impact Statement and Section 4(f) Evaluation; I-15 Corridor Improvements and Local Arterial Improvements; Project NEON; Clark County, Las Vegas, Nevada; NDOT Project I.D. 73457E1P; FHWA-NV-EIS-09-01-F (May 28, 2010)
2. Record of Decision; For Environmental Impact Statement and Section 4(f) Evaluation Study; I-15 Corridor Improvements and Local Arterial Improvements; Project NEON; Clark County, Las Vegas, Nevada; NDOT Project I.D. 73457E1P; FHWA-NV-EIS-09-01-F (October 21, 2010)
3. Environmental Impact Statement Reevaluation (Number 1);
Project Name: Project NEON;
Project Location: Las Vegas, Clark County (I-15 from Sahara to Spaghetti Bowl)
Project Identification Numbers: Nevada Department of Transportation (NDOT) Project ID Number: 73457E1P; FHWA Project ID Number: FHWA-NV-EIS-09-01-F;
Document Type and Approval Date: Final Environmental Impact Statement and Section 4(f) Evaluation: May 28, 2010; Record of Decision (ROD): October 21, 2010;
Reevaluation: The first reevaluation was approved on August 29, 2012.
Date of Last FHWA Major Approval Action: PE and ROW authorizations for 015-1(147) on October 22, 2010 and January 20, 2011.
4. Environmental Impact Statement Reevaluation (Number 2);
Project Name: Project NEON;
Project Location: Las Vegas, Clark County (I-15 from Sahara to Spaghetti Bowl)
Project Identification Numbers: Nevada Department of Transportation (NDOT) Project ID Number: 73457E1P; FHWA Project ID Number: FHWA-NV-EIS-09-01-F;
Document Type and Approval Date: Final Environmental Impact Statement and Section 4(f) Evaluation: May 28, 2010; Record of Decision (ROD): October 21, 2010; Reevaluation #1 for Project NEON (August 29, 2012)
Reevaluation #2 for Project NEON (**Date Pending**).
Date of Last FHWA Major Approval Action: PE and ROW authorizations for 015-1(147) on October 22, 2010 and January 20, 2011.
5. UPRR Construction & Maintenance Agreements with the Department (Date Pending).
6. UPRR Construction & Maintenance Agreements with the City of Las Vegas (Date Pending).
7. Before the Public Utilities Commission of Nevada, Application to Construct, Alter, or Eliminate a Railroad Crossing (Date Pending).

Application to the Nevada Public Utilities Commission for the Modification for of Existing Bridges (Date Pending).

APPENDIX 3

DEPARTMENT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISIONS

A. General

1. Capitalized terms used but not defined herein shall have the meanings set forth for said terms in Appendix 1 to the Contract.
2. The Department and Design-Builder (collectively, the "Parties") recognize the importance of pursuing, inviting, and developing the participation of minority, women-owned, and small businesses in accordance with the Department's DBE Program Plan and these DBE Special Provisions, as applicable.
3. Design-Builder shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract, and shall not permit its Subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of their respective Subcontracts. Design-Builder shall comply with applicable requirements of 49 CFR Part 26 in the administration of the Contract and perform in a manner that will not result in a violation of the Contract, and shall cause its Subcontractors to do the same with respect to their respective Subcontracts. The Parties acknowledge that under the Contract, failure by Design-Builder and any of its Subcontractors, including lower tier Subcontractors, to carry out the requirements of the Contract is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as set forth in and as outlined in 49 CFR §26.13.
4. Design-Builder shall hire and retain through the Final Acceptance Date a DBE/EEO compliance manager for the Project. The DBE/EEO compliance manager shall serve as Design-Builder's primary point of contact for all DBE- and EEO-related matters in connection with the Contract. These DBE- and EEO-related matters include, but are not limited to:
 - (a) coordinating Design-Builder's DBE outreach and Good Faith Efforts, as defined in Section B of this Appendix 3;
 - (b) management and updating Design-Builder's DBE Performance Plan;
 - (c) drafting and timely submitting to the Department the monthly report described in Section D of this Appendix 3; and
 - (d) ensuring Design-Builder complies with applicable, federal DBE and EEO rules, regulations, and executive orders.

B. Definitions

Disadvantaged Business Enterprise or DBE means a for-profit small business concern:

1. that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
3. that is certified as a DBE by the Nevada Unified Certification Program (NUCP) board

Good Faith Efforts means efforts to achieve the Project's DBE Goal or other applicable requirements set forth in 49 CFR Part 26 using a variety of means and methods, taking all reasonably necessary steps which by their scope, intensity, and appropriateness to the objective, could reasonably be expected to achieve the DBE Goal. The Good Faith Efforts employed by Design-Builder and its Subcontractors shall be those that one could reasonably expect Design-Builder and its Contractors to take if they were actively and aggressively trying to obtain DBE participation on the Project sufficient to achieve the DBE Goal. For the avoidance of doubt, mere *pro forma* efforts are not Good Faith Efforts. In addition, Good Faith Efforts encompasses the guidance in 49 CFR, Appendix A to Part 26.

C. Design and Construction (D&C) DBE Participation

1. Pursuant to 49 CFR Sections 26.51 and 26.53, the Department has set a DBE Goal for the Project of 3.5% of the Contract Price.
2. During the performance of its Work, and in efforts to achieve the DBE Goal, Design-Builder shall comply with the following:
 - (a) at a minimum, each year, on a quarterly basis, commencing upon the Department's approval of Design-Builder's DBE Performance Plan and ending on the Final Acceptance Date, Design-Builder shall submit an updated DBE Performance Plan that meets the requirements set forth in Section 7.1.3 of the Contract, clearly tracks Design-Builder's progress toward achieving the DBE Goal, and includes, for each DBE firm identified in the updated DBE Performance Plan, a Commercial Useful Function ("CUF") Form in the form of Attachment A to these DBE Special Provisions as specified in Section F.
 - (b) Design-Builder shall dedicate sufficient resources to implement the DBE Performance Plan, and updates thereto, to ensure compliance

with 49 CFR Part 26, nondiscrimination provisions, technical assistance activities, communication of subcontracting opportunities, and to generate reports specific to DBE utilization;

- (c) Design-Builder shall achieve or demonstrate its Good Faith Efforts to achieve the DBE Goal by (i) making contracting opportunities available to DBEs sufficient to meet the DBE Goal, (ii) engaging in meaningful solicitation of DBEs, (iii) negotiating in good faith with identified DBEs, and (iv) performing other activities as set forth the Department-approved DBE Performance Plan and these DBE Special Provisions;
 - (d) In efforts to make contracting opportunities available to DBEs, Design-Builder shall establish DBE subcontracting work packages, and, if Design-Builder cannot reasonably award certain work packages to DBEs, Design-Builder shall make reasonable Good Faith Efforts to accomplish the DBE Goal using other work packages or bid items; and
 - (e) Design-Builder shall prepare and timely submit to Department the monthly reports described in Section D, which shall document (i) Design-Builder's progress toward achieving the DBE Goal; and (ii) Design-Builder's performance of ongoing Good Faith Efforts.
3. During the performance of the Work, it will be the responsibility of Design-Builder to meet DBE objectives of this Contract. To assist Design-Builder in meeting DBE objectives of this agreement:
- (a) Design-Builder will continually communicate with the Department and proactively present issues regarding DBE compliance to the Department.
 - (b) The Department will actively offer assistance and information to Design-Builder and its Subcontractors regarding Design-Builder's certified DBE firms.
 - (c) Design-Builder shall not place unnecessary barriers to DBEs' participation in any work that can be subcontracted to DBEs.

D. Monthly Reporting Requirements

Within eleven (11) calendar days after each calendar month, Design-Builder shall submit to the Department's Civil Rights Office a monthly report to document Design-Builder's progress toward achieving the DBE Goal, Design-Builder's performance of ongoing Good Faith Efforts, and progress payments made to DBE Subcontractors in the preceding month. The monthly reports shall contain the following:

1. Design-Builder shall document its progress toward achieving the DBE Goal by providing information on commitments Design-Builder made, in the preceding month, to DBE Subcontractors that Design-Builder intends to count toward the DBE Goal. For each DBE, this documentation shall consist of the following:
 - (a) written confirmation from Design-Builder, in accordance with 49 CFR §26.53, of Design-Builder's commitment to utilize the DBE; and
 - (b) written confirmation from the DBE, in the form of quotes and confirmation letters from the DBE, that the DBE is participating in the Design Work or Construction Work, as applicable.
2. Design-Builder shall document its performance of ongoing Good Faith Efforts with the following:
 - (a) a narrative summarizing Design-Builder's ongoing Good Faith Efforts; and
 - (b) written documentation to support Design-Builder's summary in subpart (a) to Section D.3, including, for example:
 - (i) letters, emails, and faxes from Design-Builder soliciting DBE participation from certified DBE firms;
 - (ii) letters, emails, and faxes from DBEs responding to Design-Builder's solicitations, including bids or quotes for services;
 - (iii) Written evidence of DBEs participation at DBE outreach meetings and events;
 - (iv) newspaper and website advertisements targeted toward DBEs regarding contracting opportunities;
 - (v) other means discussed in 49 CFR, Appendix A to Part 26; and
 - (vi) other means consistent with Design-Builder's Department-approved DBE Performance Plan.
3. Design-Builder shall submit its records of progress payments made to DBE Subcontractors in the preceding month, in a format to be approved by the Department. The Department will track the progress payments for the purposes of tracking Design-Builder's progress toward DBE Goal achievement and prompt payment to DBE Subcontractors.

E. DBE Goal and Good Faith Efforts Assessment

1. The Department will assess Design-Builder's progress toward achieving the DBE Goal by (i) reviewing the information Design-Builder provides in its monthly report with respect to DBE commitments made in the preceding month, and (ii) confirming that the Subcontractors to whom Design-Builder made said commitments are certified to perform the proposed work. The Department will approve or reject the proposed DBE in writing to Design-Builder within 30 days after receiving the monthly report. The DBE will not begin work until the Department approves the DBE.
2. The Department will assess Design-Builder's performance of ongoing Good Faith Efforts, in accordance with 49 CFR, Appendix A to Part 26, by reviewing the Good Faith Efforts documentation submitted in Design-Builder's monthly report against the following criteria:
 - (a) that Design-Builder demonstrated that it took all reasonably necessary steps to secure commitments from certified DBEs to work on the Project, which steps, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to secure DBE commitments even if these steps were not fully successful in securing these commitments; and
 - (b) that Design-Builder adhered to the Good Faith Efforts principles in 49 CFR, Appendix A to Part 26, including, but not limited to the following:
 - (i) Design-Builder will ensure DBEs are solicited, through all reasonably available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of certified DBEs who have the capability to perform the work of the Design Work or Construction Work;
 - (ii) Design-Builder and its Subcontractors must solicit DBE's interest within sufficient time to allow DBEs to respond to the solicitation, and allow Design-Builder and its subcontractors to follow-up on initial solicitations and determine with reasonable certainty whether the DBEs are interested in the contracting opportunities;
 - (iii) Design-Builder and its Subcontractors will not reject DBEs as being unqualified without sound reasons based on a thorough investigation of the DBEs' capabilities — Design-Builder's or its Subcontractors' standing within their industries, membership in specific groups, organizations, or associations, or political or social affiliations (e.g., union vs. non-union employee status) are not legitimate reasons for rejecting or not soliciting bids from DBEs;

- (iv) It is Design-Builder's responsibility to make a portion of the Work available to DBEs, and to select those portions of the Design Work and Construction Work, or material needs consistent with the available pool of DBE so as to facilitate DBE participation.
- (v) While a contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as DBE Goals into consideration, the fact that there may be some additional costs involved in finding and utilizing DBEs is not, in itself, reason for Design-Builder's or its Contractor's failure to secure DBE participation, as long as such costs are reasonable.

F. DBE Contract Administration

1. DBE Validations

- (a) Upon the Department's confirmation to Design-Builder that a DBE Subcontractor is a certified DBE, which confirmation shall be based on the Department's review of information provided in Design-Builder's monthly report (see subpart (ii) of Section E.1 of this Appendix 3), the DBE Subcontractor will be required to validate its commitment as specified in Section D. If the DBE Subcontractor cannot validate its commitment, Design-Builder shall have the option of providing alterations to the DBE's participation in accordance with Section F.1 of this Appendix 3.
- (b) Design-Builder shall obtain written acknowledgment from the Department of the Department's receipt of each DBE Subcontractor's validation.

2. DBE Alterations

- (a) Design-Builder shall obtain prior written consent from the Department for DBE alterations, including (i) changes to DBE commitments previously reported by Design-Builder to Department, including DBE Subcontract dollar amounts and scopes of work, and (ii) termination and substitution of DBE Subcontractors.
- (b) In accordance with 49 CFR §26.53(f), terminations, substitutions, or alterations to the original commitment of DBE Subcontractors shall comply with the following requirements:
 - (i) Design-Builder shall give notice in writing to the DBE Subcontractors, with a copy to the Department, of Design-

Builder's intent to request to terminate and/or substitute the DBE Subcontractors and the reason for the request.

- (ii) Design-Builder shall give the DBE Subcontractor five days to respond to Design-Builder's notice and advise the Department of any reasons, why the DBE Subcontractor objects to the proposed termination of its Subcontract and why the Department should not approve Design-Builder's request. If required in a particular case as a matter of public necessity (e.g., safety), the Department may provide a response period shorter than five days.
- (iii) The Department will review Design-Builder's request and the DBE Subcontractor's response, if any, and send its written determination to Design-Builder within five days.
- (iv) When a DBE Subcontractor is terminated, or fails to complete its work under its respective Subcontract for any reason, Design-Builder must make Good Faith Efforts to find another DBE Subcontractor to substitute for the original DBE Subcontractor. These Good Faith Efforts shall be directed at finding another DBE Subcontractor to perform at least the same amount of work under the Contract as the DBE Subcontractor that was terminated.

3. Counting and Commercially Useful Function

- (a) The Department will count a DBE Subcontractor's participation toward the DBE Goal in accordance with 49 CFR §26.55.
- (b) As part of this consideration, Design-Builder must ensure that DBE Subcontractors perform a Commercially Useful Function (CUF):
 - (i) A DBE Subcontractor performs a CUF when it is responsible for execution of the work of the Subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE Subcontractor must also be responsible, with respect to materials and supplies used on the Subcontract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

- (ii) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
 - (iii) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Subcontract with its own work force, or the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a CUF.
- (c) Design-Builder shall monitor every DBE firm performing work on the Project, whether they are used toward meeting the DBE Goal or not.
- (d) Design-Builder must document its CUF monitoring by completing a CUF Review Form, provided as Attachment A to this Appendix 3, for each DBE firm performing work on the Project. Design-Builder shall complete CUF forms for each DBE while the DBE is performing the useful function. Design-Builder shall complete the first CUF form for each DBE as close to the start of the DBEs performance as possible, and shall transmit the CUF Review form to the Department within 1 week after the review is complete. All subsequent CUF reviews for each DBE shall be completed and submitted to the Department quarterly until the completion of the DBEs performance. Anytime during the Work, the Department may complete its own independent CUF review.
- (e) The Department may request additional information related to the performance of the DBEs on the Project.

ATTACHMENT A TO APPENDIX 3

**COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW CUF FORM**

[See attached]



**COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW
CUF FORM**

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved... A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation..." This form is for the purposes of reviewing DBEs for compliance with the CUF requirements for credit.
Resident Engineer's will perform CUF reviews on DBE a federally-assisted construction project. The review should be conducted when the DBE first begins work. Monitor compliance through the course of the project.

| | | |
|---|---|----|
| Contract/Project No(s): County(ies): Prime Contractor: DBE Superintendent/Foreman: DBE Start Date: | Resident Engineer: NDOT Reviewer: Reviewer Title Review Date: DBE Anticipated Completion Date: | |
| DBE Name: | | |
| Provide a brief description of the DBE's scope of work: | | |
| Supervision | | |
| Does the DBE have a superintendent/foreman on project? | Yes | No |
| Does the superintendent/foreman work exclusively for the DBE? | ┘ | ┘ |
| If not, who does he/she work for? | ┘ | ┘ |
| Who does the superintendent/foreman report to? | | |
| Employees | | |
| Does the DBE have employees on the job? | ┘ | ┘ |
| Do they appear on DBE payrolls? | ┘ | ┘ |
| If not, why? | | |
| Do they appear on prime contractor's payroll? | ┘ | ┘ |
| Who Assigns work to them? | | |
| Performance | | |
| Has any other contractor performed any of the DBE's work? | ┘ | ┘ |
| If yes, who and what work items? | | |
| Equipment | | |
| Whose name appears on the equipment? | | |
| Does DBE own or lease equipment? | ┘ | ┘ |
| Does DBE use prime contractor's equipment? | ┘ | ┘ |
| CUF | | |
| Does it appear the DBE is performing a CUF? | ┘ | ┘ |
| If DBE is not performing a CUF, contact Contract Compliance Office | | |
| COMMENTS: | | |

Reviewer Signature

R.E. Signature

CUF DETERMINANTS

If any Red Flag Conditions are identified, contact the Contract Compliance Office

PERFORMING

- DBE must be responsible for performing its own work on the project
- The work of the subcontract must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees
- The DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

RED FLAGS

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity
- Equipment has another contractor's name on it

RECORDS/DOCUMENTS

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

MATERIALS (For material credit)

- DBE is responsible for the delivery of the materials
- DBE is ordering the material and invoices indicate that DBE is the customer
- Material invoices indicate that DBE owner or Superintendent is the contact person

RED FLAGS

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

RECORDS/DOCUMENTS

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

SUPERVISING

- DBE supervisor is a full-time employee of the DBE
- Employees are being supervised by DBE supervisor
- DBE is scheduling work operations

RED FLAGS

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

RECORDS/DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent

APPENDIX 4

OUTLINE OF DESIGN BUILDER'S DBE PERFORMANCE PLAN

[See attached]

["Outline of Design-Builder's DBE Performance Plan" to be inserted in execution version]

APPENDIX 5

DEPARTMENT'S WORKFORCE DIVERSITY PROGRAM SPECIAL PROVISIONS

A. General

1. Capitalized terms used but not defined herein shall have the meanings set forth for said terms in Appendix 1 to the Contract.
2. In addition to the requirements set forth in 41 CFR Part 60-1, Executive Order (EO) 11246, and FHWA Form-1273, Design-Builder shall ensure that all Subcontractors on the Project conform to the Equal Employment Opportunity (EEO) and On the Job Training (OJT) provisions in 23 CFR, Subpart D to Part 230 and its related FHWA guidance.
3. Design-Builder and the Department acknowledge the provisions of FHWA Order 4710.8, which define the FHWA's (and the Department's) authority and responsibility concerning EO 11246, as amended, and United States Department of Labor (USDOL) regulations, set forth in 41 CFR Chapter 60. The Order states:
 - (a) USDOL: Under Section 303 of EO 11246, only the USDOL has the authority to determine compliance with EO 11246 and its implementing regulations. The FHWA and the Department do not have independent authority to determine compliance with EO 11246, 41 CFR Chapter 60, or the minority and female participation goals established by Office of Federal Contract Compliance Programs (OFCCP), pursuant to 41 CFR Chapter 60.
 - (b) State highway agencies and the FHWA:
 - (i) The Department and the FHWA have the responsibility to ensure that recipients of Federal-aid funds include the required contractual language relating to equal employment opportunity, as set forth in 41 CFR Parts 60-1 and 60-4, either explicitly or by reference.
 - (ii) The Department and the FHWA have the authority and the responsibility to ensure compliance with 23 USC Section 140 and Title VI of the Civil Rights Act of 1964, as amended, and related regulations, including 49 CFR Parts 21 and 23, and 23 CFR Parts 200, 230, and 633. Pursuant to this authority, the Department and the FHWA may conduct compliance reviews of contractors on federally funded highway projects to determine compliance with these laws and related regulations. The Department shall prepare complete, written reports of findings of the compliance reviews. These reports,

and the evidence on which they are based, shall be available for FHWA analysis.

- (iii) If the Department or the FHWA becomes aware of any possible violations of EO 11246 or 41 CFR Chapter 60, each has the authority and the responsibility to notify the OFCCP.
- (iv) The FHWA and the Department shall not make any determinations regarding compliance with EO 11246 or 41 CFR Chapter 60.

B. Definitions

1. Affirmative Actions means the efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruitment, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.
2. Civilian Labor Force (CLF) means the relevant EEO labor data for a particular U.S. Census Metropolitan Statistical Area (MSA) or County.
3. Construction shall have the meanings set forth in 41 CFR 60-1.3(e) and 23 U.S.C. 101(a). References in both definitions to expenses or functions incidental to construction shall include preliminary engineering work in project development or engineering services performed by or for the Department.
4. Corrective Action Plan means a contractor's unequivocal written and signed commitment outlining actions taken or proposed, with time limits and goals, where appropriate to correct, compensate for, and remedy each violation of the equal opportunity requirements as specified in a list of deficiencies. (Sometimes called a conciliation agreement or a letter of commitment.).
5. Contractor means, any person, corporation, partnership, or unincorporated association that holds a FHWA direct or federally assisted construction contract or subcontract regardless of tier.
6. Discrimination means a distinction in treatment based on race, color, religion, sex, or national origin.
7. Equal Employment Opportunity (EEO) means the absence of partiality or distinction in employment treatment, so that the right of all persons to work and advance on the basis of merit, ability, and potential is maintained.
8. Equal Employment Opportunity (EEO) Officer means the employee designated by each non-exempt contractor who will have the responsibility

for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

9. Equal Opportunity (EEO) Requirements is a general term used to mean all contract provisions relative to EEO, subcontracting, and training.
10. Good Faith Efforts means documented Affirmative Actions designed to effectively implement the established objectives of a contractor's Workforce Diversity Plan.
11. Project Work Force means employees at the physical location of the construction activity, excluding professional and administrative employees.
12. Reasonable Representation means workforce representation for each work classification and EEO category above a practical significance standard compared to the relevant CLF data.
13. Show Cause Notice means a written notification to a contractor based on the determination of the reviewer (or in appropriate cases by higher level authority) to be in noncompliance with the equal opportunity requirements. The notice informs the contractor of the specific basis for the determination and provides the opportunity, within 30 days from receipt, to present an explanation why sanctions should not be imposed. This is issued by the Department only.
14. Underutilization describes a contractor's work force in which the percentage of minorities and/or females in a particular job classification is lower than that of the relevant CLF. The term can refer either to underrepresentation in: (1) numbers of individuals or (2) in the number of hours worked per employee.
15. Workforce Diversity Plan means a written positive management tool of a total equal opportunity program indicating the action steps for all organizational levels of a contractor to initiate and measure equal opportunity program progress and effectiveness. For the purpose of this agreement, Workforce Diversity Plan shall have the same meaning as "Affirmative Action Plan" and "Areawide Plan" under applicable federal law. Accordingly, the Special Provisions in 23 CFR Part 230, Subpart A, Appendix and Areawide Plans defined under 23 CFR Part 230, Subpart D, Section 230.407 are Workforce Diversity Plans.

C. Contractor Compliance

1. Design-Builder Responsibilities

- (a) Design-Builder shall ensure EEO compliance on the Project and with the above provisions.

- (b) Design-Build shall submit to the Department a Workforce Diversity Plan, when and as required in the Contract Documents. The Workforce Diversity Plan shall contain the following elements:
 - (i) Designation of the Design-Builder's DBE/EEO compliance manager. The DBE/EEO compliance manager shall serve as Design-Builder's primary point of contact for all DBE- and EEO-related matters under this Agreement. The DBE/EEO compliance manager shall have the responsibility for and capability of effectively administering and promoting an active Subcontractor program of EEO, and shall be delegated adequate authority to do so.
 - (ii) A systematic, risk-based, and detailed methodology for evaluating Subcontractors on the Project for compliance with applicable the EEO Requirements. The methodology shall include all of the elements from 23 CFR Part 230.
 - (iii) A detailed description of the methods Design-Builder intends to use to assist Subcontractors in conducting effective EEO recruitment.
 - (iv) A description of Design-Builder's means for effectively and expeditiously effecting compliance when it, or the Department or FHWA, finds deficiencies in any Subcontractor's EEO compliance.
 - (c) Design-Builder shall submit to the Department Form FHWA-139, as required under federal law, no later than August 15th of each year.
 - (d) Design-Builder shall submit to the Department workforce reports due quarterly. These workforce reports shall be in the forms of the following utilization reports from LCPTracker: (i) USDOL CC207 CRP Report; and (ii) USDOL CC257 CRJ Report.
 - (e) Design-Builder shall submit to the Department Good Faith Efforts reports in the form required by 23 CFR Part 230 and on a quarterly basis.
2. The Design-Builder shall submit Good Faith Effort reports (due quarterly), DBE reports (due monthly) (or as outlined in Section E 2 a), work force reports (due quarterly), and other reports as required by this agreement.] Department Responsibilities.
- (a) The Department will provide reasonable guidance and assistance to Design-Builder regarding EEO compliance standards and regulations. This includes EEO training for Design-Builder's DBE/EEO compliance manager and any Subcontractors who request assistance. However, nothing in this paragraph will absolve

either Design-Builder or its Contractors of the affirmative duty to effectively carry out the EEO Requirements.

- (b) The Department will periodically review the results from Design-Builder's Workforce Diversity Plan to ensure that Design-Builder and its contractors are executing the Workforce Diversity Plan.
- (c) If the Department finds Design-Builder is not executing its Workforce Diversity Plan or ensuring its own, or its contractors' compliance with the EEO Requirements as outlined in Section C.1, then the Department will find Design-Builder, in noncompliance with 23 CFR Part 230 and issue a Show Cause Notice pursuant to 23 CFR §230.409. In addition, the Department may refer its findings to the OFCCP for review for a compliance determination under 41 CFR Part 60-1.

3. Standard of Review

- (a) Design-Builder must ensure that the contractors on the Project carry out their own effective EEO programs. The compliance status of the contractor will usually be reflected by positive efforts including, but not limited to:
 - (i) The contractor's written EEO policy;
 - (ii) Dissemination of the EEO policy and education of supervisory employees concerning their responsibilities in implementing the EEO policy;
 - (iii) The authority and responsibilities of the contractor's EEO Officer, if any;
 - (iv) The contractor's recruitment activities, especially establishing minority and female recruitment and referral procedures;
 - (v) The reasonable representation of minorities and women in the contractor's workforce (project and total) compared to the relevant CLF;
 - (vi) The extent of participation and utilization of minority and female utilization in OJT programs;
 - (vii) The contractor's periodic review of personnel actions to ensure equal opportunities;
 - (viii) The Contractor's EEO outreach with unions (if any);
 - (ix) The Contractor's written complaint procedures and effectiveness thereof;

- (x) Effective measures to assure non-segregated facilities, as required under the Contract;
 - (xi) The contractor's procedures for monitoring subcontractors and utilization of minority and female subcontractors and/or subcontractors with substantial minority and female employment;
 - (xii) The adequacy of the contractor's records and reports; and,
 - (xiii) The contractor's cooperation with the Department and the FHWA.
- (b) Workforce Representation
- (i) Design-Builder and its contractors on the Project shall ensure (1) a reasonable representation of minorities and women in their workforces (project and total) compared to the CLF, or (2) demonstrate adequate Good Faith Efforts toward achieving a reasonable representation.
 - (ii) Design-Builder and its contractors shall use the U.S. Census' Community Survey tools for the most up-to-date EEO workforce data in the relevant CLF. Design-Builder and its contractors shall use all EEO Occupational Codes relevant to the work on Project.
- (c) Employment Actions
- (i) Design-Builder and its contractors must periodically evaluate cumulative employment actions related to labor on the Project to ensure its policies, practices, rules, or other systems do not create a disparate impact. This includes hiring, promotion, transfer, demotion, layoffs, and terminations.
 - (ii) The FHWA recommends using a 4/5 "practical significance" test for determining disparate impact.

APPENDIX 6

LISTED SUBCONTRACTORS

[Design-Builder's list of Subcontractors from Proposal to be inserted in execution version]

APPENDIX 7

KEY PERSONNEL

[Names of Key Personnel to be inserted prior to Contract execution.]

Key Personnel Position:

Individual's Name:

Project Manager

[_____]

Deputy Project Manager

[_____]

Construction Manager

[_____]

Lead Engineer

[_____]

Public Information Coordinator

[_____]

Quality Manager

[_____]

Environmental Compliance Manager

[_____]

Traffic Control Engineer

[_____]

Utilities Design/Construction Coordinator

[_____]

Safety Manager

[_____]

Structures Lead Design Engineer

[_____]

APPENDIX 8

BONDS

- 8-A FORM OF PERFORMANCE BOND
- 8-B FORM OF PAYMENT (LABOR AND MATERIAL) BOND

APPENDIX 8-A

FORM OF PERFORMANCE BOND

Performance Bond No.: _____

For

Project Neon Design-Build Project

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Nevada Department of Transportation (the "Obligee"), a state agency of the State of Nevada has awarded to **[INSERT NAME OF DESIGN-BUILDER]** (the "Principal"), a Design-Build Contract ("Contract") to design and construct certain capital improvements in the City of Las Vegas, Clark County, along Interstate 15 ("I-15") and major street connections from south of the Sahara Avenue/I-15 Interchange to the I-15/U.S. Route 95/Interstate 515 Interchange, otherwise known as the Project Neon Design-Build Project ("Project");

AND WHEREAS, it is required by law and is one of the conditions of the Contract that these presents (this "Performance Bond") shall be executed;

NOW THEREFORE, We the undersigned Principal and

[INSERT NAME OF BOND SURETY/CO-SURETIES] ("Surety")
[REPLACE SURETY WITH CO-SURETIES, IF APPLICABLE]

[INSERT ADDRESS(ES) OF SURETY/CO-SURETIES]

are firmly bound and held unto the Obligee, in the penal sum of **[SPELL OUT IN WORDS US DOLLAR AMOUNT EQUAL TO CONTRACT PRICE]** Dollars (\$**[INSERT IN NUMBERS US DOLLAR AMOUNT EQUAL TO CONTRACT PRICE]**), good and lawful money of the United States of America. For the payment of the penal sum, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. THESE PRESENTS shall become null and void only if the Principal, its heirs, executors, administrators, successors, or assigns, shall (a) in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, (b) indemnify and save harmless the Obligee, its directors, officers, and agents, as therein stipulated,

and (c) reimburse upon demand of the Obligee any sums paid the Principal which exceed the final payment determined to be due upon completion of the Project; otherwise they shall remain in full force and effect.

2. THE OBLIGATIONS covered by this Performance Bond specifically include liability for liquidated damages and warranties as specified in the Contract, but not to exceed the penal sum.

3. THE SURETY **[REPLACE “SURETY” WITH “CO-SURETIES”, IF APPLICABLE]**, for value received stipulates and agree(s) to the following:

(a) That no change, extension of time, alterations, additions, omission, or other modification of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any other person other than the claimant seeking to recover this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

(b) That payments made to contractors and suppliers to satisfy claims on the payment bond furnished under the Contract do not reduce the Surety's **[REPLACE “SURETY’S” WITH “CO-SURETIES”, IF APPLICABLE]** legal obligations under this Performance Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Performance Bond will not be considered payment bond claims.

(c) That whenever the Principal shall be, and is declared by the Obligee to be, in default under the Contract, provided that the Obligee is not then in material default thereunder, the Surety **[REPLACE “SURETY” WITH “CO-SURETIES”, IF APPLICABLE]**, if requested to do so by the Obligee, shall commence within twenty (20) calendar days after notice from the Obligee thereof to:

- (i) Remedy such default, or
- (ii) Complete the work covered by this Performance Bond, in accordance with the terms, conditions, and covenants of the Contract then in effect, or
- (iii) Select a contractor or contractors to complete all work covered by this Performance Bond in accordance with the terms, conditions, and covenants of the Contract then in effect, using a contractor or contractors approved by the Obligee as required by the Contract (provided, however, that the Surety **[REPLACE “SURETY” WITH “CO-SURETIES”, IF APPLICABLE]** may not select the Principal or any affiliate of the Principal to complete the work for and on behalf of the Surety **[REPLACE “SURETY” WITH “CO-SURETIES”, IF APPLICABLE]** without the Obligee's express written consent), arrange for a contract, meeting the requirements of the Agreement, between such contractor or contractors and the Obligee, and make available as work

progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the contract price; but not exceeding, including other costs and damages for which Surety [**REPLACE "SURETY" WITH "CO-SURETIES", IF APPLICABLE**] is (are) liable hereunder, the bonded sum.

(d) That should Obligee incur attorney's fees or other expenses for the enforcement of the Contract or this Performance Bond, the same shall be paid by Surety to the Obligee.

(e) [**USE IN CASE OF MULTIPLE OR CO-SURETIES; OTHERWISE DELETE**] To empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Performance Bond, so that the Obligee and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee or claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be [**INSERT NAME OF INITIAL REPRESENTATIVE**].

THE SURETY [**REPLACE "SURETY" WITH "CO-SURETIES", IF APPLICABLE**] hereby certifies that it [**OR THEY**] is [**OR ARE**] duly authorized by certificate of authority issued by the State of Nevada Division of Insurance.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____ on this _____ day of _____, A.D., 20____.

Principal (full legal name):

Surety (full legal name):

Address:

Address:

By:

By Attorney-in-Fact (Power of Attorney Form must be attached):

Contact Name:

Contact Name:

Phone:

Phone:

Approval of Performance Bond

Deputy Attorney General of the State of Nevada
Date

[NOTE: IF MORE THAN ONE SURETY, THEN ADD APPROPRIATE NUMBER OF LINES TO SIGNATURE BLOCK.]

[NOTE: THE BOND SHALL BE SIGNED BY AUTHORIZED PERSONS. WHERE SUCH PERSONS ARE SIGNING IN A REPRESENTATIVE CAPACITY (E.G., AN ATTORNEY-IN-FACT), BUT IS NOT A MEMBER OF THE FIRM, PARTNERSHIP, OR JOINT VENTURE, OR AN OFFICER OF THE LEGAL ENTITY INVOLVED, EVIDENCE OF AUTHORITY MUST BE FURNISHED.]

APPENDIX 8-B

FORM OF PAYMENT (LABOR AND MATERIAL) BOND

Payment Bond No.: _____

For

PROJECT NEON DESIGN-BUILD PROJECT

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Nevada Department of Transportation (the "Obligee"), a state agency of the State of Nevada, has awarded to **[INSERT NAME OF DESIGN-BUILDER]** (the "Principal"), a Design-Build Contract ("Contract") to design and construct certain capital improvements in the City of Las Vegas, Clark County, along Interstate 15 ("I-15") and major street connections from south of the Sahara Avenue/I-15 Interchange to the I-15/U.S. Route 95/Interstate 515 Interchange, otherwise known as the Project Neon Design-Build Project ("Project");

AND WHEREAS, it is required by law and is one of the conditions under the terms of the Contract that these presents (this "Payment Bond") shall be executed;

NOW THEREFORE, we the undersigned Principal and

[INSERT NAME OF BOND SURETY/CO-SURETIES] ("Surety")
[REPLACE SURETY WITH CO-SURETIES, IF APPLICABLE]

[INSERT ADDRESS(ES) OF SURETY/CO-SURETIES]

are firmly bound and held unto the Obligee in the penal sum of **[SPELL OUT IN WORDS US DOLLAR AMOUNT EQUAL TO THE CONTRACT PRICE]** Dollars (\$**[INSERT IN NUMBERS US DOLLAR AMOUNT EQUAL TO THE CONTRACT PRICE]**), good and lawful money of the United States of America. For payment of the penal sum, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. THESE PRESENTS shall become null and void if the Principal, in connection with the Contract or any subcontract or duly authorized modifications thereto, shall pay as they become due (a) state and local taxes, insurance premiums under the Nevada Industrial Insurance Act, (b) amounts due for any materials, provisions, supplies, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind in accordance with Nevada Revised Statute ("NRS") 408.357, together, as applicable, with interest at a rate of twelve percent (12%) per annum, (c) amounts due under the Unemployment

Compensation Law with respect to such work or labor thereon, as required by the provisions of NRS 612, and (d) all other just claims for labor performed and materials and supplies furnished upon or for the work under the Contract; otherwise these presents shall remain in full force and effect.

2. **THIS BOND** shall inure to the benefit of the Obligee and/or any person who provides materials, provisions, supplies, trucks or other means of transportation, work, or labor to complete the work called for under the Contract or any subcontract or duly authorized modifications thereto, as to give a right of action to such persons or their assigns in any suit brought upon this Payment Bond in accordance with NRS 408.363.

3. **THE SURETY** [**REPLACE "SURETY" WITH "CO-SURETIES", IF APPLICABLE**], for value received stipulates and agree(s) to the following:

(a) That no change, extension of time, alteration, addition, omission, or other modification of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any conditions precedent or subsequent in this Payment Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under this Payment Bond, or any fraud practiced by any other person other than the claimant seeking to recover under this Payment Bond, shall in any way affect Surety's [**REPLACE "SURETY'S" WITH "CO-SURETIES", IF APPLICABLE**] obligations under this Payment Bond, and Surety [**REPLACE "SURETY" WITH "CO-SURETIES", IF APPLICABLE**] does [**OR DO**] hereby waive notice of such changes, extensions of time, alterations, additions, omissions, or other modifications.

(b) That should the Obligee or claimants incur attorney's fees or other expenses for the enforcement of the Contract or this Payment Bond, the same shall be paid by Surety to the Obligee, subcontractors, workmen, laborers, mechanics, and furnishers of the materials as their interests may appear.

(c) [**USE THIS PROVISION ONLY IN CASE OF MULTIPLE OR CO-SURETIES; OTHERWISE DELETE**] To empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Payment Bond, so that the Obligee and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee or claimants to the Co-Sureties and all claims under this Payment Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be [**INSERT NAME OF INITIAL REPRESENTATIVE**].

THE SURETY [**REPLACE "SURETY" WITH "CO-SURETIES", IF APPLICABLE**] hereby certifies that it [**OR THEY**] is [**OR ARE**] duly authorized by certificate of authority issued by the State of Nevada Division of Insurance.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D.,
20__.

Principal (full legal name):

Surety (full legal name):

Address:

Address:

By:

By Attorney-in-Fact (Power of
Attorney Form must be attached):

Contact Name:

Contact Name:

Phone:

Phone:

Approval of Payment Bond

Deputy Attorney General of the State of Nevada
Date

[NOTE: IF MORE THAN ONE SURETY, THEN ADD APPROPRIATE NUMBER OF LINES TO SIGNATURE BLOCK.]

[NOTE: THE BOND SHALL BE SIGNED BY AUTHORIZED PERSONS. WHERE SUCH PERSONS ARE SIGNING IN A REPRESENTATIVE CAPACITY (E.G., AN ATTORNEY-IN-FACT), BUT IS NOT A MEMBER OF THE FIRM, PARTNERSHIP, OR JOINT VENTURE, OR AN OFFICER OF THE LEGAL ENTITY INVOLVED, EVIDENCE OF AUTHORITY MUST BE FURNISHED.]

APPENDIX 9

INVOICE AND INVOICE CERTIFICATE

INVOICE AND INVOICE CERTIFICATE

| |
|---|
| Design-Builder logo , address, phone number, fax number and website here |
|---|

State of Nevada Department of Transportation

Date: xx/xx/xxxx

Agreement Services
1263 S. Steward Street
Carson City, Nevada 89712
Attention: Accounts Payable

Project: Project Neon Design-Build
Agreement Number: Pxxx-xx-xxx
Invoice Number:

For professional, technical, and construction services rendered in connection with Project Neon Design-Build. Project Agreement No. Pxxx-xx-xxx (Notice to Proceed # 1 and 2)

Invoice Period Covered is _____, 20XX through _____, 20xx

| | |
|---|----|
| ORIGINAL CONTRACT: | \$ |
| AUTHORIZED CHANGES: | \$ |
| TOTAL CONTRACT: | \$ |
| TOTAL INVOICE TO DATE: | \$ |
| TOTAL PREVIOUSLY BILLED: | \$ |
| ADJUSTMENT TO PREVIOUS PERIOD INVOICE: | \$ |
| ADJUSTED TOTAL PREVIOUSLY BILLED: | \$ |
| BALANCE REMAINING: | \$ |

| | |
|--------------------------------|-----------|
| AMOUNT DUE INVOICE #XXX | \$ |
|--------------------------------|-----------|

Submitted by: _____ Name (Position) _____ Date _____

Approved: _____ Name (Position) _____ Date _____

| WORK DESCRIPTION | BUDGET | PREVIOUSLY INVOICED | | CURRENT INVOICE | | REMAINING BUDGET | |
|---|-----------------|---------------------|-------|------------------|-------|------------------|-------|
| | | Percent Complete | Funds | Percent Complete | Funds | Percent | Funds |
| NTP1 | | | | | | | |
| NTP 1 | \$14,000,000.00 | % | \$ | % | \$ | % | \$ |
| PROFESSIONAL SERVICES | | | | | | | |
| <i>Design Work</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Public Involvement</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Environmental Permitting and Compliance Services</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Design Work for Utility Adjustment</i> | \$ | % | \$ | % | \$ | % | \$ |
| MOBILIZATION | | | | | | | |
| <i>NTP2 Mobilization</i> | \$ | % | \$ | % | \$ | % | \$ |
| BONDS AND INSURANCE | | | | | | | |
| <i>Payment Bond Premium</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Performance Bond Premium</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Insurance Premiums for NTP1</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Insurance Premiums for NTP2</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Other</i> | \$ | % | \$ | % | \$ | % | \$ |
| GENERAL | | | | | | | |
| <i>Railroad Flagging</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Plant Establishment</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>Bridge Rehabilitation Work</i> | \$ | % | \$ | % | \$ | % | \$ |

| WORK DESCRIPTION | BUDGET | PREVIOUSLY INVOICED | | CURRENT INVOICE | | REMAINING BUDGET | |
|--|--------|---------------------|-------|------------------|-------|------------------|-------|
| | | Percent Complete | Funds | Percent Complete | Funds | Percent | Funds |
| I-15 FREEWAY SYSTEM BRIDGES AND RETAINING WALLS | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| I-15 FREEWAY SYSTEM IMPROVEMENTS AND I-15 HOV SYSTEM IMPROVEMENTS (EXCLUSIVE BRIDGES AND RETAINING WALLS) | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| I-15 SOUTHBOUND FREEWAY RAMPS | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| US 95/I-15 HOV SYSTEM - HOV DIRECT CONNECTOR | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| US 95/I-515 FREEWAY SYSTEM IMPROVEMENTS | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |

| WORK DESCRIPTION | BUDGET | PREVIOUSLY INVOICED | | CURRENT INVOICE | | REMAINING BUDGET | |
|--|--------|---------------------|-------|------------------|-------|------------------|-------|
| | | Percent Complete | Funds | Percent Complete | Funds | Percent | Funds |
| CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT (CCRFCD) FACILITIES | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| MARTIN LUTHER KING BOULEVARD EXTENSION AND GRAND CENTRAL INDUSTRIAL CONNECTOR | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| OTHER PROJECT INFRASTRUCTURE | | | | | | | |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| <i>WBS Level 4</i> | \$ | % | \$ | % | \$ | % | \$ |
| SUBTOTALS | | | | | | | |
| | \$ | | \$ | | \$ | | \$ |

| INCENTIVE PAYMENT ITEMS | MAXIMUM AGGREGATE AMOUNT | TOTAL BILLED | | | PREVIOUS PAID | CURRENT INVOICE | OUTSTANDING PAYMENT |
|---|--------------------------|-----------------|------------|-------|------------------|-----------------|---------------------|
| | | PAYMENT PER DAY | DAYS | TOTAL | | | |
| <i>Early Substantial Completion</i> | \$6,000,000.00 | \$100,000.00 | | \$ | \$ | \$ | \$ |
| <i>Early I-15 Interim Milestone Completion</i> | \$ 6,000,000.00 | \$100,000.00 | | \$ | \$ | \$ | \$ |
| <i>Early US-95 Interim Milestone Completion</i> | \$5,820,000.00 | \$97,000.00 | | \$ | \$ | \$ | \$ |
| <i>Early WS-Ramp Interim Milestone Completion</i> | \$700,000.00 | \$70,000.00 | | \$ | \$ | \$ | \$ |
| <i>Early NE-Ramp Interim Milestone Completion</i> | \$1,000,000.00 | \$100,000.00 | | \$ | \$ | \$ | \$ |
| <i>Early Grand Central Parkway Interim Milestone Completion</i> | \$100,000.00 | \$5,000.00 | | \$ | \$ | \$ | \$ |
| SUBTOTALS | | | | | | | |
| | | | | \$ | \$ | \$ | \$ |
| LIQUIDATED DAMAGES | UNIT | TOTAL CHARGE | | | PREVIOUS CHARGED | CURRENT CHARGE | OUTSTANDING CHARGE |
| | | CHARGE PER UNIT | TOTAL UNIT | TOTAL | | | |
| INTERIM COMPLETION LATE CHARGE | | | | | | | |
| <i>I-15 Interim Milestone Completion</i> | Day | (\$100,000.00) | | \$ | \$ | \$ | \$ |
| <i>US-95 Interim Milestone Completion</i> | Day | (\$97,000.00) | | \$ | \$ | \$ | \$ |
| <i>WS-Ramp Interim Milestone Completion</i> | Day | (\$70,000.00) | | \$ | \$ | \$ | \$ |
| <i>NE-Ramp Interim Milestone Completion</i> | Day | (\$100,000.00) | | \$ | \$ | \$ | \$ |
| <i>Grand Central Parkway Interim Milestone Completion</i> | Day | (\$5,000.00) | | \$ | \$ | \$ | \$ |

| LIQUIDATED DAMAGES | | | | | PREVIOUS CHARGED | CURRENT CHARGE | OUTSTANDING CHARGE |
|--|-----------------------------|-----------------|------------|-------|------------------|----------------|--------------------|
| FAILURE TO OPEN LANES (APPENDIX 19) | | | | | | | |
| <i>I-15 Southbound</i> | | | | | \$ | \$ | \$ |
| <i>I-15 Northbound</i> | | | | | \$ | \$ | \$ |
| <i>US-95 Eastbound</i> | | | | | \$ | \$ | \$ |
| <i>US-95 Westbound</i> | | | | | \$ | \$ | \$ |
| <i>I-15 and US-95/I-515 System Interchange Ramps</i> | | | | | \$ | \$ | \$ |
| <i>Other Interchange Ramps</i> | | | | | \$ | \$ | \$ |
| <i>Local Agency Roadways</i> | | | | | \$ | \$ | \$ |
| LIQUIDATED DAMAGES | UNIT (Day/ Minutes/Hour) | TOTAL CHARGE | | | PREVIOUS CHARGED | CURRENT CHARGE | OUTSTANDING CHARGE |
| | | CHARGE PER UNIT | TOTAL UNIT | TOTAL | | | |
| CHARGES ASSOCIATED WITH ITS | | | | | | | |
| <i>Charges Associated with ITS</i> | Day | (\$10,000.00) | | \$ | \$ | \$ | \$ |
| FAILURE TO REACH COMPLETION | | | | | | | |
| <i>Failure to reach Substantial Completion</i> | Day | (\$100,000.00) | | \$ | \$ | \$ | \$ |
| <i>Failure to reach Final Acceptance</i> | Day | (\$13,000.00) | | \$ | \$ | \$ | \$ |
| TOTALS | | | | | | | |
| TOTALS | | | | | \$ | \$ | \$ |

TOTAL DUE THIS INVOICE:

\$

APPENDIX 10

FORM OF DISPUTES REVIEW TEAM'S CONTROLLING DOCUMENT PROJECT NEON DESIGN-BUILD PROJECT

This Disputes Review Team's Controlling Document (this "Agreement") is made and entered into this *[INSERT DAY]* day of *[INSERT MONTH]*, *[INSERT YEAR]*, among the State of Nevada, by and through its Department of Transportation (the "Department"), *[INSERT DESIGN-BUILDER'S NAME]* ("Design-Builder"), and the Disputes Review Team (the "DRT") consisting of the following three DRT members *[INSERT NAME OF THE DEPARTMENT-SELECTED DRT MEMBER]*, *[INSERT NAME OF THE DESIGN-BUILDER-SELECTED DRT MEMBER]*, and *[INSERT NAME OF THE THIRD DRT MEMBER]*. The Department, Design-Builder, and the DRT members are collectively referred to herein as the "Parties."

RECITALS

- A. The State of Nevada desires to encourage innovation and expedite the development of its transportation system using the design-build procurement method set forth in NRS 408.3875 to 408.3887, inclusive, as amended (the "Act"), to accomplish that purpose.
- B. Pursuant to the Act, on *[INSERT EFFECTIVE DATE OF DESIGN-BUILD CONTRACT]* the Department and Design-Builder entered into a design-build contract (the "Contract") for Design-Builder to design and build certain capital improvements in the City of Las Vegas, Nevada, along Interstate 15 and major street connections from south of the Sahara Avenue/I-15 Interchange to the I-15/U.S. Route 95/Interstate 515 Interchange, otherwise known as the Project Neon Design-Build Project (the "Project").
- C. In accordance with the Contract, the Department and Design-Builder desire to execute this Agreement and thereby establish the DRT to assist the Department and Design-Builder in the resolution of disputes arising out of the Project.
- D. The DRT Members are willing, able, and qualified to perform the services described in this Agreement, and these services performed by the DRT Members will be of great benefit to the Department and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1. GENERAL

1.1 Purpose of the DRT

- a) The purpose of the DRT is to assist in and facilitate the timely and equitable resolution of disputes between the Department and Design-Builder in an effort to avoid construction delay and litigation in connection with the Project.
- b) The DRT shall consider, fairly and impartially, disputes referred to it by the Department or Design-Builder, and shall provide written recommendations to the Department and Design-Builder to assist in avoidance or resolution of these disputes.
- c) The process to convene the DRT may be initiated by either the Department or Design-Builder, as described in Article 7 for informal review of disputes, and in Article 8 for formal review of Disputes. The party initiating the process shall notice the other party of its intent to convene the DRT.

1.2 Disputes Ineligible for DRT Review

The Parties acknowledge that the following disputes or claims shall be ineligible for review by the DRT:

- a) disputes regarding matters that the Contract Documents expressly state are final, binding, or not subject to dispute resolution;
- b) disputes regarding the scope or applicability of indemnities provided under the Contract Documents;
- c) claims for injunctive relief;
- d) claims against an insurance company, including any subcontractor dispute that is covered by insurance;
- e) claims arising solely in tort;
- f) claims for, or disputes based on, remedies expressly created by statute; and
- g) disputes that are actionable only against a surety.

ARTICLE 2. DRT RESPONSIBILITIES

2.1 General Responsibilities

DRT members shall not begin work under this Agreement, until authorized in writing by the Department. Upon said written authorization, the DRT's responsibilities under this Agreement shall be as follows:

- a) The DRT members shall become familiar with the Contract Documents, review periodic reports as supplied by either the Department or Design-

Builder, and maintain an up-to-date record of services provided under this Agreement.

- b) The DRT shall fairly and impartially consider disputes placed before it and provide recommendations to the Department and Design-Builder for avoidance or resolution of these disputes. The DRT shall provide recommendations based on the pertinent provisions of the Contract Documents, applicable laws, and the facts and circumstances involved in the dispute.
- c) The DRT shall govern the conduct of its business and reporting procedures in accordance with the terms and conditions of this Agreement.
- d) The DRT chairperson shall schedule all quarterly progress meetings (described in Article 6), informal DRT meetings (described in Section 7.2), formal DRT hearings (described in Section 8.2), and all other DRT activities performed under this Agreement.
- e) DRT members shall refrain, at all times, from expressing opinions on the merits of evidence and statements on matters under dispute, except in the private deliberations of the DRT. Opinions of DRT members expressed in such private deliberations shall be kept strictly confidential.
- f) Individual DRT members shall not meet with or discuss disputes or other issues regarding the Project with the Department or Design-Builder individually. Such discussions shall be in the presence of all DRT members, the Department, and Design-Builder.
- g) Individual DRT members shall not undertake independent investigations of any kind pertaining to disputes, except with the knowledge and written authorization of both the Department and Design-Builder, and as expressly directed by the DRT chairperson.
- h) DRT members shall have no *ex parte* communications with either the Department or Design-Builder, or the Department's or Design-Builder's respective managers or agents, regarding disputes or the Project. Any such *ex parte* communications shall result in the immediate removal of the DRT member engaging in said communications.
- i) Except for providing the services required in this Agreement, the DRT and its individual members shall refrain from giving any advice to either the Department or Design-Builder concerning conduct of the Project work or the resolution of issues which might compromise the DRT's integrity.
- j) The DRT shall perform the services reasonably necessary to achieve the purpose of this Agreement, whether or not said services are specifically listed herein.

- k) The DRT members shall obtain the insurance policies and coverage limits required under Section 12.4 of this Agreement.
- l) It is expressly understood that all DRT members are to act impartially and independently in the consideration of facts and conditions surrounding any dispute.
- m) The DRT members, and only the DRT members, shall perform the work required under this Agreement.

2.2 DRT Rules of Operation

- a) The DRT's operation as formal body shall commence following the execution of this Agreement by all Parties. Upon said commencement, the DRT shall draft its own rules of operation based on applicable best practices, and shall present these rules to the Department and Design-Builder for review and concurrence prior to hearing its first dispute. The Parties agree it is not desirable to adopt hard-and-fast rules for the DRT's operations. Accordingly, the DRT's operations shall be kept flexible so as to adapt to changing situations.
- b) The DRT shall review disputes as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps in the procedure for dispute resolution may be omitted, and time periods stated in this Agreement may be shortened, to hasten resolution if so agreed to in writing by both the Department and the Design-Builder.
- c) Subject to their mutual consent and agreement, the Parties and the DRT may establish procedures to govern the conduct of DRT meetings and reporting procedures in addition to those set forth herein in this Agreement.

ARTICLE 3. DESIGN-BUILDER RESPONSIBILITIES

3.1 General

Design-Builder's responsibilities under this Agreement shall be as follows:

- a) Except for Design-Builder's participation in the DRT-related activities, meetings, or hearings, as provided for in this Agreement, Design-Builder shall not solicit advice or consultation from the DRT or DRT members on matters dealing with the conduct of the Project work or resolution of issues which might compromise the DRT's integrity
- b) Design-Builder shall provide the DRT with any available documents in Design-Builder's possession that are requested by the DRT and necessary for the DRT to perform its responsibilities under this Agreement.

- c) Design-Builder shall furnish each DRT member and the Department with pertinent documents to support Design-Builder's claims or defenses in connection with disputes and as required under this Agreement.
- d) Design-Builder shall provide a meeting facility at the Site for all DRT meetings, and secretarial support and copying services, the cost of which shall be shared equally by the Parties. The meeting facility shall be large enough to accommodate no less than thirty (30) persons.
- e) Design-Builder shall comply with all other responsibilities designated to Design-Builder under this Agreement.

ARTICLE 4. DEPARTMENT'S RESPONSIBILITIES

4.1 General

The Department's responsibilities under this Agreement shall be as follows:

- a) Except for the Department's participation in the DRT-related activities, meeting, or hearings as provided for in this Agreement, the Department shall not solicit advice or consultation from the DRT or DRT members on matters dealing with the conduct of the Project work or resolution of issues which might compromise the DRT's integrity.
- b) The Department shall provide the DRT with the Contract Documents and any other available documents in the Department's possession that are requested by the DRT and necessary for the DRT to perform its responsibilities under this Agreement.
- c) The Department shall furnish each DRT member and Design-Builder with pertinent documents to support the Department's claims or defenses as required under this Agreement.
- d) The Department shall comply with all other responsibilities designated to the Department under this Agreement.

ARTICLE 5. DRT MEMBERSHIP

5.1 DRT Member Composition and Qualifications

- a) The DRT shall be a three (3) member board and shall consist of: (i) one member selected by the Department, and approved by Design-Builder; (ii) a second member selected by Design-Builder, and approved by the Department; and (iii) a third member selected by the first two members, and approved by both the Department and Design-Builder.
- b) The three DRT members shall select the DRT chairperson, among themselves, for all DRT meetings.

- c) DRT members shall have not less than 10 years of experience in public works heavy civil/highway construction and shall have Dispute Resolution Board Foundation training. As the purpose of the DRT is to provide knowledgeable expertise to assist the Department and Design-Builder in avoiding or resolving disputes, two DRT members shall be experienced in and acknowledged within their respective industries as experts in the means, methods, and practices of engineering and construction in the type of construction required for the Project. The professional experience of the third DRT member shall complement the professional experiences of the first two DRT members.

5.2 Conflicts of Interest; Disclosures

- a) The DRT members shall show no partiality to, or have any conflict of interest with, either the Department or Design-Builder.
- b) Before their appointments are final, the nominees for the first two DRT seats shall submit complete disclosure statements for review and approval by the Department and Design-Builder. Each disclosure statement shall include a resume of the respective nominee's experience together with a declaration describing all past, present, and anticipated or planned relationships between the nominee and the Department or Design-Builder, in connection with the Project. This declaration shall include disclosure of any recent, close, professional, or personal relationships between the nominee and employees of the Department or Design-Builder (or "DB-Related Entities," as defined in Appendix 1 to the Contract) who are working on or otherwise have a financial interest in the Project. The third DRT member shall submit a similar disclosure statement for review and approval by the first two DRT members, the Department, and Design-Builder before the third DRT member's appointment is final. Each DRT member's responsibility to make the disclosures described in this Section 5.2 shall be ongoing during their participation on the DRT.
- c) The Department and Design-Builder shall each have the opportunity to interview all DRT nominees before their appointments are final.

5.3 Ineligibility and Disqualification

The following limitations shall make ineligible or disqualify, as applicable, any candidate from DRT membership:

- a) No DRT member shall have prior involvement in the Project of a nature that could reasonably be perceived as affecting his/her ability to impartially resolve disputes.
- b) Except for payment for serving on the DRT, no DRT member shall have a financial interest in the Project, the Department, Design-Builder (including "DB-Related Entities," as defined in Appendix 1 to the Contract), or legal and business service providers to either the Department or Design-Builder,

at any time within twenty-four (24) months prior to the Project's financial close date or during the term of the Contract;

- c) No DRT member shall be employed by the Department or Design-Builder during the term of this Agreement and for as long thereafter as any dispute submitted to the DRT remains outstanding under this Agreement; and
- d) During the term hereof and for as long thereafter as any obligations remain outstanding under this Agreement, no discussion or agreement shall be made between any DRT member and the Department, Design-Builder, or any party thereto regarding employment of the DRT member.

5.4 DRT Selection

- a) The Department and Design-Builder shall provide each other written notification requesting approval of their respective DRT nominees, together with the nominee's disclosure statement described in Section 5.2, herein. The Department or Design-Builder may object to the other's DRT nominee in the event there is a failure on the part of the DRT nominee in making the required disclosures described in said Section 5.2 or on any of the bases for ineligibility or disqualification set forth in Section 5.3, herein. Objection to such nomination must be made within five (5) business days of the written notification to the objecting party of the DRT nominee. If the Department or Design-Builder objects to the other party's DRT nominee, the nominating party shall submit to the objecting party another nominee within five (5) business days of receiving such objection. The Department and Design-Builder are limited to one objection each under this Section 5.4(a).
- b) The first two DRT members selected and subsequently approved by the Department and Design-Builder shall proceed with the selection of the third DRT member immediately after receiving written notification from both Parties confirming the appointment of the first two DRT members. The first two DRT members shall provide their nominee for the third seat on the DRT simultaneously to both Parties within 15 calendar days of their appointment to the DRT. The third DRT nominee shall be subject to the mutual approval of the Department and Design-Builder.
- c) If the first two DRT members do not agree on the third DRT nominee, or if the Department or Design-Builder cannot mutually approve the third DRT nominee, the first two DRT members shall submit to the Department and Design-Builder, for review and approval, a list of candidates comprised of three names provided by each of the first two DRT members. If the Department and Design-Builder cannot mutually select the third DRT member from this list of candidates, the Department and Design-Builder shall each select three candidates, all of whom shall have (i) served on a dispute resolution team for a project of similar scale and scope as the Project, and (ii) received relevant training from the American Arbitration Association or the Dispute Resolution Board Foundation. The first two DRT members shall then select the name of one of the six (6) candidates by a

blind draw. The selected DRT member shall submit a disclosure in compliance with Section 5.2, herein. The selected DRT member shall be appointed as the third DRT member unless the Department or Design-Builder objects to the nomination on the bases set forth in Section 5.3, herein, no later than five (5) business days following written notice of such appointment. If there is an objection against the selection of the third DRT member, then the Parties must repeat the blind draw until a third DRT member is selected and approved by both the Department and Design-Builder.

5.6 Termination, Resignation, and Replacement of DRT Members

- a) A DRT member may be terminated immediately, by either the Department or Design-Builder, for failing to comply at all times with the disclosure requirement set forth in Section 5.2 or for violation of the terms set forth Section 5.3, herein.
- b) Service of a DRT member may be terminated at any time upon not less than fifteen (15) calendar days prior written notice to the other Party, as follows: (a) the Department may unilaterally terminate service of the Department-appointed member; (b) Design-Builder may unilaterally terminate service of the Design-Builder-appointed member; and (c) upon the written recommendation of the Department- and Design-Builder-appointed members and the mutual written approval of the Parties, the appointed DRT members may remove the third member. Each Party shall document the need for the replacement and substantiate the replacement request in writing to the other Party and DRT members prior to the removal of a DRT member.
- c) A DRT member may resign upon not less than fifteen (15) calendar written notice of resignation to the Department and Design-Builder.
- d) When a member of the DRT is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed and as described in Section 5.4, herein. The appointment of a replacement DRT member will begin promptly upon determination of the need for replacement and shall be completed in a timely manner.
- e) In the event of termination or resignation of a DRT member, the Parties agree that the DRT may not engage in DRT-related activities until a replacement DRT member is selected.
- f) This Agreement will be amended as necessary to indicate changes in DRT membership.

ARTICLE 6. QUARTERLY PROGRESS MEETINGS

6.1 General

Quarterly progress meeting shall be required under this Agreement. The purpose of the quarterly progress meetings is for the Department and Design-Builder to keep the DRT abreast of progress on the Project, and for the DRT to hear and receive information about unresolved issues or disputes that arise between the Department and Design-Builder.

6.2 Requirements

The following requirements shall apply to quarterly progress meetings held pursuant to this Agreement:

- a) The Department, Design-Builder, and the DRT shall schedule and hold quarterly progress meetings on a quarterly basis, or more frequently if so requested by either the Department or Design-Builder.
- b) The DRT chairperson shall prepare and circulate, to the other DRT members and the Department and Design-Builder for review and comment, a proposed agenda approximately thirty (30) calendar days before each quarterly progress meeting.
- c) Approximately seven (7) calendar days before the quarterly progress meeting, the DRT chairman shall send to the other DRT members, the Department, and Design-Builder the final agenda for the quarterly progress meeting together with details about meeting arrangements and travel itineraries.
- d) Each quarterly progress meeting agenda shall provide the opportunity for the Design-Builder and Department to present in a roundtable format the status of the Project work, the status of current issues, the Department's and Design-Builder's concerns about other possible issues, and the status of the ongoing partnering effort required under Section 19.1 of the Contract.
- e) Each quarterly progress meeting agenda shall provide sufficient time for the DRT, the Department, Design-Builder, and key subcontractors and suppliers at either the Department or Design-Builder's discretion, to visit the Project site and view in person the progress of the Project work. DRT members shall be accompanied on all site visits by representatives of both the Department and Design-Builder.
- f) In the case of actual or potential disputes involving an alleged differing site condition or specific construction issue, it may be advantageous for the DRT members to view in person the relevant conditions. However, if in-person viewing by the DRT would cause delay to the Project, then videos, photographs, or descriptions of such conditions, collected by either or both the Department and Design-Builder, may be presented to the DRT for review at quarterly progress meetings.

- g) At the first quarterly progress meeting, the Parties will address and agree on the need for meeting minutes and, if needed, on who and how the meeting minutes shall be prepared.
- h) At each quarterly progress meeting, the subsequent two (2) meetings shall be scheduled. The Parties shall do everything possible to maintain meeting schedules and avoid the cancellation of scheduled quarterly progress meetings.

ARTICLE 7. INFORMAL EVALUATION OF DISPUTES

7.1 General

The informal evaluation of disputes by the DRT shall be available to the Department and Design-Builder to resolve certain disputes as provided in this Article 7.

7.2 Informal DRT Meetings

Only upon agreement among the Department, Design-Builder, and the DRT that a dispute is suitable for informal evaluation, the DRT shall convene an informal DRT meeting within five (5) working days of said agreement, or such longer time as agreed to by the Department and Design-Builder, to review, analyze, and evaluate the dispute. The following requirements shall apply with respect to informal DRT meetings:

- a) no documentation shall be required from the Department or Design-Builder in preparation for an informal DRT meeting unless requested by the DRT, but if requested by the DRT, documentation shall be provided upon the terms and conditions as the DRT specifies.
- b) no attorneys shall be allowed at informal DRT meetings;
- c) testimony provided at an informal DRT meeting shall not be under oath, there shall be no cross-examinations, and there shall be no reporting of the hearing by a court reporter or by electronic means; and
- d) during the informal meeting, a DRT member may ask questions of either the Department or Design-Builder of any facet of the dispute to facilitate the resolution of such dispute.

7.3 Written Recommendations

- a) Upon concluding this informal DRT meeting, the DRT members shall deliberate in private and provide to the Department and Design-Builder a written recommendation of the merits of the dispute within twenty-four (24) hours of the termination of the meeting. Additional time may be allowed for deliberation if the Department and Design-Builder so agree.
- b) The DRT shall make every effort to reach a unanimous decision regarding the written recommendation provided under Section 7.3, and if unanimity proves impossible, the dissenting DRT member shall provide a minority report to accompany the majority's written recommendation.

- c) If the DRT is unable to formulate a written recommendation during its private deliberations, the DRT may provide the Department and Design-Builder advice on the strengths and weaknesses of their respective positions to help these two parties reach resolution.
- d) The DRT's written recommendation provided under Section 7.2(b) shall not be binding on the Department, Design-Builder, or the DRT, nor shall the recommendation be admissible in any subsequent proceedings, including any DRT formal hearing or judicial proceeding.

7.4 Requests for Clarifications

The DRT must respond to requests for clarification from the Department or Design-Builder in response to written recommendations provided under Section 7.2(b), within five (5) business days of receiving the request.

After a recommendation of the DRT, or by agreement before a recommendation, the Department and Design-Builder may request that the same issue presented under the informal review process be presented to the DRT under the formal review process described Article 8.

ARTICLE 8. FORMAL REVIEW OF DISPUTES

8.1 General

The formal review of disputes by the DRT shall be available to the Department and Design-Builder to resolve disputes as provided in this Article 8. As a condition precedent to the right to have a dispute formally brought before the DRT, the Department or Design-Builder, as applicable, shall first attempt to resolve the dispute directly with the other party through the Partnering process described in Section 19.1 of the Contract and the Issue Resolution Ladder described in Section 19.2.3 of the Contract.

8.2 Requests for Formal DRT Hearing

- a) As between the Department and Design-Builder, the party initiating the request for a formal DRT hearing ("Claimant") shall deliver to the DRT chairperson and the non-initiating party ("Respondent") a written request for a formal DRT hearing. The written request shall include:
 - i. a clear and concise statement of the issue or claim upon which the dispute is based, described (if applicable) in the context of discrete Project or work segments;
 - ii. the contractual and factual basis for the Claimant's entitlement;
 - iii. an estimate of the cost and schedule impacts on the Project or Project segments;

- iv. impacts, if any, on “Controlling Work Items,” the “Critical Path,” and “Completion Deadlines,” as these terms are defined in Appendix 1 of the Contract;
 - v. the quantum in dispute (if any);
 - vi. the remedy sought; and
 - vii. documents supporting the Claimant’s position.
- b) In its request for a formal DRT hearing, the Claimant may request that the DRT review entitlement only, or both entitlement and quantum. While the DRT will accept either request, the Department and Design-Builder acknowledge that the Department and Design-Builder may be in a better position than the DRT to achieve agreement on the quantum in dispute. Accordingly, in the event of a disagreement between the Department and Design-Builder regarding the DRT’s review of the quantum in dispute, the corresponding hearing shall be bifurcated and the DRT shall, first, only hear the portion of the dispute regarding entitlement. Following the DRT’s recommendation on entitlement, either the Department or Design-Builder may request a follow-up, second hearing on the quantum in dispute.
- c) If the Department or Design-Builder elects to bring the quantum in dispute for review by the DRT, the Department and Design-Builder shall support their respective positions with specific cost records, productivity analyses, schedules, delay analyses, and other pertinent information to allow the DRT to develop a recommendation regarding the quantum in dispute. Well in advance of the formal DRT hearing, but no later than the time, set forth in Section 8.5(c), by which Design-Builder must submit its Position Paper, Design-Builder (whether it be the Claimant or Respondent) shall provide copies of the following documents to the Department: (i) Project budgets; (ii) Project estimates; (iii) contractor bids for the Project; (iv) job cost reports; and (v) any other relevant historical financial or accounting information from Design-Builder. If Design-Builder identifies such information as confidential in writing on the face of each document, the Department shall keep such information confidential and shall only share such confidential information with the Department’s key management and project personnel, outside consultants and experts, legal counsel, and the DRT.

8.3 Presenting Evidence and Documentation to the DRT

- a) As part of the process for formal review of disputes, the Department and Design-Builder shall each be afforded the opportunity to present to and be heard by the DRT, and to offer evidence or documentation in support of their respective positions. When either the Department or Design-Builder furnishes evidence or documentation to the DRT, the party must also furnish copies of such evidence or documentation to the other party no less than fifteen (15) calendar days prior to the date scheduled for the formal DRT hearing.

- b) Either the Department or Design-Builder shall produce such additional evidence as the DRT may request to reach an understanding and a recommendation regarding the dispute. The party furnishing additional evidence or documentation shall furnish copies of such additional evidence or documentation to the other party at the same time the evidence or documentation is provided to the DRT.
- c) The DRT shall not consider evidence or documentation that is not furnished in conformance with the terms specified herein.

8.4 Document Exchange

- a) The Department and Design-Builder agree to exchange with each other all documents upon which they intend to rely prior to the corresponding formal DRT hearing and to otherwise provide reasonable access to each other to allow copying of other, relevant and non-privileged documents.
- b) All document exchanges shall be completed within twenty-five (25) calendar days following the request unless the Department and Design-Builder agree in writing otherwise.
- c) Failure to cooperate and provide relevant documents requested by the other party shall foreclose the non-cooperating party's right to present its claims or defenses to the DRT.
- d) Neither the Department nor Design-Builder shall be obligated to disclose privileged or confidential information that it would not have to provide if this matter were before a court of competent jurisdiction.

8.5 Position Papers

- a) The Department and Design-Builder shall each draft and deliver to the DRT and the opposing party a paper clearly and concisely setting forth why its position prevails based on specific provisions in the Contract Documents, applicable law, and the facts ("Position Paper").
- b) The Position Paper shall also include:
 - i. a list of the individuals who will attend the formal DRT hearing (with a description of each individual's role at the hearing to be delivered to the DRT and the opposing party no later than five (5) business days before the hearing); and
 - ii. If either the Department or Design-Builder intends to introduce or rely on expert testimony during a formal DRT hearing, a report prepared by the expert witness (with copies of the expert witness's biography, expected testimony, and all documents upon which the testimony is based to be delivered to the DRT and the opposing party no later than ten (10) calendar before the hearing).

- c) Other information provided in the Position Paper, as well as the form of the Position Paper, shall be at the discretion of party preparing the Position Paper, with approval of the DRT.
- d) Position Papers, including exhibits (if any), shall be delivered to the DRT and the opposing party at the same time. The Claimant shall deliver its Position Paper no later than twenty-one (21) calendar days prior to the formal DRT hearing; the Respondent shall deliver its position paper no later than ten (10) calendar days prior to the formal dispute hearing. The Position Papers shall be sent by overnight delivery, no acceptance signature required. Upon petition of either the Department or Design-Builder, or at its own discretion, the DRT may modify this schedule as well as any other time periods affected herein to accommodate large or otherwise complex disputes.
- e) The Department and Design-Builder may submit paper reproductions of overheads and Microsoft Power Point presentations (or similar presentations) to the DRT and the opposing party prior to the start of the formal DRT meeting.

8.6 Formal DRT Hearing

- a) Upon receipt by the DRT of a request for a formal DRT hearing, the DRT shall promptly convene to review the dispute and schedule the corresponding formal DRT hearing, which shall convene no earlier than thirty (30) calendar days and no later than sixty (60) calendar days after receipt of the request, unless otherwise agreed to by the Parties.
- b) Upon agreement by the Department and Design-Builder, any dispute may be combined with other disputes in a single formal DRT hearing.
- c) The length of the formal DRT hearing shall be kept to a minimum, and the hearing shall be concluded in a single session.
- d) During a formal DRT hearing, the Department and Design-Builder shall each present to the DRT their initial presentation, with the Claimant presenting before the Respondent. After these initial presentations have been completed, the Department and Design-Builder shall commence a rebuttal process, whereby each party will have the opportunity to rebut information presented by the opposing party. The rebuttal process shall continue until the Department and Design-Builder reasonably believe they have completed their rebuttals. During the rebuttal process, the DRT will have the opportunity to ask additional questions of the Department and Design-Builder.
- e) Before a formal DRT hearing adjourns, the DRT shall ask the Department and Design-Builder to each affirm that it was provided sufficient time to present its position. The DRT may exercise an option to declare the formal DRT hearing in recess to allow time for the Department and Design-Builder

to provide additional information the DRT reasonably believes it needs. Once the additional information is received by the DRT, the DRT shall adjourn the formal DRT hearing.

- f) The following rules shall apply to formal DRT hearing proceedings:
- i. hearings shall be informal in nature and conducted by the DRT;
 - ii. attendance by the Department's and Design-Builder's representatives shall be at a minimum; if the dispute involves a subcontractor claim, the subcontractor shall be present;
 - iii. the Department and Design-Builder may each have their attorneys present as observers, but the attorneys shall not otherwise make presentations to or offer testimony or advice to the DRT, or ask questions or cross-examine other attendees.
 - iv. testimony provided shall not be under oath, there shall be no cross-examinations, and there shall be no reporting of the hearing by a court reporter or by electronic means;
 - v. DRT members shall act impartially and independently in consideration of the facts and circumstances surrounding the dispute;
 - vi. the party providing testimony shall not be interrupted by the other party while providing testimony;
 - vii. the Department's and Design-Builder's presentations shall be brief and shall highlight material contained in their respective Position Papers, which the DRT shall have reviewed, but which the presenting party may desire to emphasize;
 - viii. the information presented to the DRT shall be limited to the information provided in the Position Papers, including exhibits thereto;
 - ix. the DRT members may ask clarification questions of either the Department or Design-Builder.

8.7 DRT Deliberations and DRT Report

- a) Promptly upon adjourning a formal DRT hearing, the DRT will convene closed-session deliberations, in person or by conference call, to review the information presented during the hearing and to reach agreement as to the DRT members' findings and determinations. The DRT will endeavor to reach a unanimous decision as to its findings and determinations. If unanimity is not reasonably possible, however, the dissenting DRT member may prepare a minority report.

- b) The deliberations of the DRT are confidential. The views of individual DRT members shall be kept strictly confidential, with the exception of the information that may be provided in a minority report.
- c) Based on its deliberations, the DRT shall draft a written report containing the DRT's findings and determinations as to the dispute(s) at issue ("DRT Report"). The DRT Report shall summarize the facts considered, the pertinent provisions in the Contract Documents and laws reviewed, and the DRT's interpretation and reasoning in arriving at its findings and determination. If applicable, the DRT Report may include a minority report or guidelines for determining compensation.
- d) The DRT Report shall stand on its own, without attachments. The format and specific content of the DRT Report shall be determined by the DRT.
- e) The DRT shall complete the DRT Report and deliver it electronically to the Department and Design-Builder no later than thirty (30) calendar days after the formal DRT hearing, except that time extensions may be granted at the request of the DRT with the written concurrence of the Department and Design-Builder. Hard copies of the DRT Report shall be signed by the DRT chairman mailed or couriered to the Department, Design-Builder, and the Director of the Nevada Department of Transportation.
- f) The DRT Report provided under this Section 8.7 shall not be binding on the Department, Design-Builder, or the DRT, or in any judicial proceeding, however, the DRT Report shall be admissible in a subsequent arbitration or judicial proceeding to establish (i) that the DRT considered the dispute; (ii) the qualifications of the DRT members; and (iii) the findings and determinations, including the minority report, that resulted in the process described in this Article 8. Accordingly, the Department and Design-Builder waive any objections to the admissibility of such items.
- g) The DRT Reports completed under this Section 8.7 shall be public information to the extent provided in Chapter 239 of the Nevada Revised Statutes.

8.8 Responses to DRT Report

Within thirty (30) calendar days after receiving the DRT Report, the Department and Design-Builder shall each respond to the DRT in writing, with a copy to the opposing party stating the following: (i) the party's respective position as to whether the corresponding dispute is resolved or remains unresolved; (ii) requests for clarification regarding the DRT Report, if any; or (iii) a request for reconsideration of the DRT determination.

- a) The Department and Design-Builder shall cooperate with the DRT to expedite the scheduling of formal DRT hearings and, upon receipt of the DRT Report, shall endeavor in good faith to reach an amicable resolution of disputes based on the corresponding DRT Report, if reasonably possible.

- b) If the Department and Design-Builder are able to settle their dispute with the aid of the DRT Report, they shall promptly accept and implement the terms and conditions of the settlement set forth therein. If the Department and Design-Builder cannot agree on the quantum in dispute (i.e., compensation) within thirty (30) calendar days after accepting the settlement, then either the Department or Design-Builder may request that the DRT provide a written recommendation regarding compensation, which the DRT shall provide informally during the DRT's quarterly progress meetings described in Article 6.
- c) If a dispute remains unresolved because of a *bona fide* lack of clear understanding of the DRT Report by either the Department or Design-Builder, then either party may request clarification of elements of the DRT Report from the DRT prior to stating its position in response to the DRT Report. The DRT shall consider such clarification requests only if submitted within ten (10) calendar days after the requesting party's receipt of the DRT Report, and if submitted simultaneously in writing to both the DRT and the non-requesting party. The non-requesting party may offer a rebuttal in response to the request for clarification within five (5) business days of its receipt of the request. The Department and Design-Builder may each submit only one request for clarification in response to any individual DRT Report. The DRT shall respond, in writing, to requests for clarification within ten (10) calendar days of receipt of such requests.
- d) Either the Department or Design-Builder may request reconsideration of the DRT's findings or determinations set forth in a DRT Report. However, the DRT shall only grant reconsideration if: (i) the requesting party submits new evidence; (ii) the request is submitted within the thirty (30) calendar day time limit set forth in Section 8.8 for responding to the DRT Report; and (iii) the request is submitted simultaneously in writing to the DRT and the opposing party. The opposing party may offer a rebuttal in response to the request for reconsideration within five (5) business days of its receipt of the request. The Department and Design-Builder may each submit only one request for reconsideration regarding any individual DRT Report. The DRT shall respond, in writing, to requests for reconsideration within ten (10) calendar days of receipt of such requests.

ARTICLE 9. LEGAL RELATIONS

9.1 Independent Contactor Status

Each DRT member, in the performance of its duties under this Agreement, is acting in the capacity of an independent contractor and not as an employee of either the Department or Design-Builder.

9.2 Quasi-Judicial Immunity

- a) The Parties expressly acknowledge that each DRT member is acting in a capacity intended to facilitate resolution of disputes arising in connection

with the Contract Documents and the Project. Accordingly, the Parties agree that, to the fullest extent permitted by law, each DRT member shall be accorded quasi-judicial immunity in connection with their duties performed under this Agreement.

- b) The DRT members shall not be subject to subpoena nor shall they be required to provide testimony as to their observations, actions, duties, or responsibilities in performing their responsibilities under the Agreement in any litigation-related proceeding arising subsequent to and out of matters brought to the DRT by the Department or Design-Builder.

9.3 Assignment

Each of the DRT members and all successors, executors, administrators, and assigns of the DRT members' interest in the work or the compensation herein provided shall be bound to the Department to the full legal extent to which the each of the DRT members are bound with respect to each of the terms of this Agreement.

ARTICLE 10. FEDERAL OVERSIGHT

10.1 Federal Highway Administration

- a) The Federal Highway Administration shall have the right to attend quarterly progress meetings, informal DRT meetings, and formal DRT hearings, and to review DRT recommendations and DRT Reports, but will not attend closed-door DRT deliberations.
- b) Authorized representatives of the Department or the Federal Highway Administration shall have the right to inspect the work of the DRT members performed under this Agreement whenever such representatives deem such inspection to be desirable or necessary.

ARTICLE 11. PAYMENT TO DRT MEMBERS

11.1 Allowable DRT Expenses

Each DRT member shall be compensated for "Allowable DRT Expenses," which include: (i) the member's in-person participation at Department-approved meetings (including quarterly progress meetings, informal DRT meetings, formal DRT hearings, and closed-door deliberations), and (ii) the member's hourly time spent outside such Department-approved meetings to review documents, conduct research, or perform other work required under this Agreement but only if so authorized in advance and in writing by the Department and Design-Builder.

11.2 Per Diem Rate

- a) For a DRT member's in-person participation at Department-approved meetings, the member shall be compensated at the rate of \$1,500.00 per day ("Per Diem Rate").

- b) The Parties agree the Per Diem Rate shall cover the DRT member's travel expenses, transportation, travel time, lodging, and incidentals for each day or portion thereof that the member attends a Department-approved meeting. For the avoidance of doubt, DRT members shall not receive the Per Diem Rate for participating in meetings via telephone or other remote communication method. A DRT member serving on more than one DRT for the Department (regardless of the number of meetings the member attends per day) shall be paid not more than the Per Diem Rate.
- c) From time to time the Department and Design-Builder may reconsider and mutually revise the Per Diem Rate, in which case the Department and Design-Builder shall document the revised rate in writing.

11.3 Hourly Rate

- a) For a DRT member's hourly time spent outside Department-approved meetings to review, documents, conduct research, or perform other work under this Agreement, the member shall be compensated at the rate of \$150.00 per hour ("Hourly Rate"); provided, however, that all such work must be approved by the Department and Design-Builder in advance and in writing.
- b) The Parties agree the Hourly Rate shall be full compensation for all incidentals including but not limited to expenses for telephone, fax, and computer services in connection with performance of hourly work under this Agreement.
- c) From time to time the Department and Design-Builder may reconsider and mutually revise the Hourly Rate, in which case the Department and Design-Builder shall document the revised rate in writing.

11.4 Invoices for Payment

- a) DRT members may submit invoices to the Department and Design-Builder for payment for work performed and services rendered for their participation in Department-approved meetings not more often than once per month.
- b) The invoices shall be in a format approved by the Department and Design-Builder and shall be accompanied by a general description of the activities performed by the DRT member during the corresponding billing period.
- c) Payment for hourly work, at the Hourly Rate, shall not be paid to a DRT member until the amount and extent of the hours are mutually approved in writing by the Department and Design-Builder.

11.5 Responsibility for Payment

In accordance with Section 19.2.4.3 of the Contract, Design-Builder shall initially pay (a) the full amount of the Allowable DRT expenses billed by DRT members, and (b) the costs of the meeting facility and secretarial and copying services provided pursuant to

Section 19.2.4.3 of the Contract and Section 3.1(d). The Department shall reimburse Design-Builder one-half (1/2) of these costs.

11.6 Maintenance of Records

DRT members shall keep the cost records and accounts of work performed under this Agreement, and shall make such records and accounts available to the Department, Design-Builder, and the Federal Highway Administration for inspection upon request, for three (3) years after final payment.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Confidential Documents and Records

- a) The Parties agree that: (i) all documents and records provided to the DRT and marked "CONFIDENTIAL - FOR USE BY THE DRT ONLY" ("Confidential Documents and Records"), shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in the development of DRT recommendations, findings, and determinations; and (ii) Confidential Records and Documents shall not be utilized or revealed for any purposes during the term of this Agreement, except to officials of the Department and Design-Builder who are authorized to act on the subject disputes.
- b) Upon termination of this Agreement, Confidential Documents and Records, and all copies thereof, shall be returned to the Party that furnished them to the DRT. However, the Parties understand that such Confidential Documents and Records may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the Party seeking further confidentiality.

12.2 DRT's Responsibility for Payment of Applicable Government Obligations

The DRT members shall be solely responsible for all applicable federal, state, and local government obligations in connection with the work they perform under this Agreement. The DRT members will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of the DRT members in accordance with NRS 361.157 and 361.159. The DRT members agree to be responsible for payment of any such government obligations not paid by their respective subcontractors, if any, during performance of this Agreement.

12.3 Independent Contractor Status

It is expressly understood that each of the DRT members is an independent contractor, and is subject to all statutes and laws, including section 333.700 of the Nevada Revised Statutes relating to independent contractors. In no event will the DRT members, their agents, employees, representatives, or servants, be considered agents, employees, representatives, or servants of the Department.

12.4 Employee Taxes or Fees

Each DRT member shall be solely responsible for itself and the Department shall have no obligation with respect to:

- a) withholding of income taxes, Federal Insurance Contributions Act (FICA) or any other taxes or fees;
- b) industrial insurance coverage;
- c) participation in group insurance plans which may be available to employees of the Department;
- d) the DRT members' participation in or contribution to the Public Employees Retirement System of Nevada or any other retirement plan;
- e) accumulation of vacation leave or sick leave; or
- f) unemployment compensation coverage provided by the Department.

Each DRT member shall indemnify and hold the Department harmless from, and defend the Department against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.

12.5 Prohibition against Payment of Certain Fees to Secure Agreement

Each DRT member warrants that he/she or it has not employed or retained any company or persons (other than a *bona fide* employee working solely for the DRT member) to solicit or secure this Agreement, and that the DRT member has not paid or agreed to pay any company or persons (other than a *bona fide* employee working solely for the DRT member) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty by any DRT member, and with respect to such DRT member, the Department shall have the right to: (i) void this Agreement without liability; (ii) deduct, from compensation owing to such DRT member under this Agreement, the dollar amount of the fee, commission, percentage, or brokerage fee paid, or gift made, in violation of this Section 12.5; or otherwise (iii) recover, the full amount of such fee, commission, percentage, brokerage fee, or gift.

12.6 Disputes Arising under Agreement

Disputes that arise under this Agreement as to performance, compensation, or satisfactory fulfillment of the terms provided herein shall be decided by the Department. It is the intent of the Department to resolve such disputes at the lowest level possible. Nothing contained herein shall impair the rights of the DRT members, to file suit in the district courts of the State of Nevada. See Section 12.9 regarding venue requirements.

12.7 Federal Law

- a) In the event federal funds are used for payment of all or part of this Agreement, then Design-Builder and each DRT member, for itself or its assignees and successors in interest, agrees as follows:
- i. Debarment and/or Suspension – That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - ii. Americans with Disabilities Act – To comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR Part 27, and any relevant program-specific regulations.
 - iii. Civil Rights – To comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
- b) During the performance of this Agreement, each DRT member, for itself, its assignees and successors in interest, agrees as follows:
- i. Compliance with Federal Regulations – The DRT member shall comply with federal regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation set forth in 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - ii. Nondiscrimination – With regard to the work performed by the DRT member under this Agreement, the DRT member shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The DRT member shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices when this Agreement covers a program set forth in Appendix B to 49 CFR Part 21.
 - iii. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment – In all solicitations either by competitive bidding or sole-source negotiation made by the DRT member for work to be performed under a subcontract in connection with this Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the DRT members of the

DRT member's obligations under this Agreement and 49 CFR Part 21 relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

- iv. Information and Reports – The DRT member shall provide all information and reports required by the 49 CFR Part 21 , or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such 49 CFR Part 21 or directives. Where any information required of a DRT member is in the exclusive possession of another who fails or refuses to furnish this information, the DRT member shall so certify to the Department, or the Federal Highway Administration as applicable, and shall set forth what efforts it has made to obtain the information.
- v. Sanctions for Noncompliance – In the event of the DRT member's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to Design-Builder for the services of the DRT member under this Agreement until the DRT members complies, and/or
 - b. Cancellation, termination or suspension of this Agreement, in whole or in part.
- vi. Subcontractors – Agreements between the DRT member and subcontractors, if any, shall include provisions making all subcontractor records available for audit by the Department or the Federal Highway Administration.
- vii. Incorporation of Provisions – The DRT members shall include the provisions of paragraphs (i) through (v) of this Section 12.8(b) in every subcontract, if any, including procurement of materials and leases of equipment, unless exempt by 49 CFR Part 21, order, or instructions issued pursuant thereto, if any. The DRT member shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a DRT member becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the DRT member(s) may request the Department to enter into such litigation to protect the interests of the Department, and, in addition, the DRT member may request the United States to enter into such litigation to protect the interests of the United States.

12.8 Indemnification

To the fullest extent permitted by law, the Design-Builder and the Department shall jointly indemnify and hold harmless DRT members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRT.

12.9 Governing Law

This Agreement and the rights and obligations hereunder shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

12.10 Severability

The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

12.11 Third-Party Beneficiaries

It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

12.12 Force Majeure

Neither the Department nor Design-Builder shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated promptly to perform in accordance with the terms of this Agreement after the intervening cause ceases.

12.13 Remedies Cumulative

Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages, and to the prevailing party's reasonable attorney's fees and costs.

12.14 Merger and Integration Clause

This Agreement constitutes the entire agreement of the Parties hereto and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in

connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by all of the respective Parties hereto and the Nevada Attorney General.

IN WITNESS WHEREOF, Design-Builder and each DRT member have signed and the DEPARTMENT has caused its name to be signed hereon on the date first above written.

Design-Builder
[INSERT DESIGN-BUILDER'S NAME]
By: _____
Name: _____
Title: _____

Department
Nevada Department of Transportation
By: _____
Name: _____
Title: _____

DRT Members:

[INSERT NAME OF THE DEPARTMENT-SELECTED DRT MEMBER]

By: _____
Name: _____
Title: _____

[INSERT NAME OF THE DESIGN-BUILDER-SELECTED DRT MEMBER]

By: _____
Name: _____
Title: _____

[INSERT NAME OF THIR DRT MEMBER]

By: _____
Name: _____
Title: _____

APPENDIX 11

DESIGNATION OF INITIAL AUTHORIZED REPRESENTATIVES

Department Representatives:

- ***[Department representative(s) to be inserted prior to execution]***
- **Additional representatives designated in writing by the Department for specific matters**

Design-Builder Representative:

- ***[Design-Builder representative(s) to be added prior to execution]***

APPENDIX 12

DESIGN-BUILDER'S PROPOSAL COMMITMENTS, CLARIFICATIONS AND ATCs

Attachment 1:

Proposal Commitments & Clarifications

Attachment 2:

ATCs

ATTACHMENT 1 TO APPENDIX 12

PROPOSAL COMMITMENTS & CLARIFICATIONS

The following pages summarize certain commitments made by Design-Builder in its Proposal submitted for the Project, which Design-Builder agrees either meet or exceed the requirements of the Contract Documents. The commitments set forth herein are included in the scope of the Work. This summary is an overview of certain Design-Builder commitments and is not intended to be an exhaustive list of commitments made in the Proposal that meet or exceed the requirements of the Contract Documents. Nothing contained herein shall limit, modify, discharge, eliminate or reduce the requirements of the Contract Documents listed in Section 1.3 or Design-Builder's obligations under Section 1.3.2.

| Commitment No. | Proposal Location | Proposal Commitment |
|----------------|-------------------|---------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| * * * | | |
| N | | |

ATTACHMENT 2 TO APPENDIX 12

ATCS

The following table lists Design-Builder’s Alternative Technical Concepts (ATCs), which are described in further detail in the ATC submittals, that Design-Builder may incorporate into the Project. The Deviations specifically identified in the ATC submittals, other than design exceptions, are approved by the Department subject to satisfaction of any conditions set forth in the letters from the Department to Design-Builder. Such Deviations, subject to satisfaction of any listed “conditions,” expressly supersede any conflicting provisions in the Technical Provisions, as provided in Section 1.3.2 of the Contract. The ATCs, to the extent utilized by Design-Builder, shall otherwise meet all requirements of the conditions set forth in the Department letters, Technical Provisions and other Contract Documents.

| | | |
|-----|---------|---|
| ATC | No. [] | [NTD – INSERT TITLE OF CORRESPONDING ATC] |
| ATC | No. [] | [NTD – INSERT TITLE OF CORRESPONDING ATC] |

[see attached]

[APPROVED ATCS AND DEPARTMENT APPROVAL LETTERS TO BE INSERTED AS PART OF THIS ATTACHMENT 2 TO APPENDIX 12 IN EXECUTION VERSION]

APPENDIX 13

FEDERAL REQUIREMENTS

| | <u>Exhibit Description</u> | <u>No. of Pages</u> |
|--------------|--|---------------------|
| Attachment 1 | Federal Requirements for Federal-Aid Construction Projects | 2 |
| Attachment 2 | FHWA Form 1273 | 12 |
| Attachment 3 | Federal Prevailing Wage Rate | 19 |
| Attachment 4 | Equal Employment Opportunity | 6 |
| Attachment 5 | Affirmative Action | 2 |
| Attachment 6 | Certification Regarding Use of Contract Funds for Lobbying | 2 |
| Attachment 7 | Compliance with Buy America Requirements | 2 |
| Attachment 8 | Training Special Provisions | 3 |

ATTACHMENT 1 TO APPENDIX 13

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL. — The Work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Appendix 13. Whenever in said required contract provisions, or elsewhere in this Appendix 13 (as applicable), references are made to:

(a) "contracting officer" or "authorized representative" such references shall be construed to mean the Department or its Authorized Representative;

(b) "contractor", "prime contractor", "bidder," "proposer," "Federal-aid construction contractor," "prospective first tier participant," or "First Tier Participant," such references shall be construed to mean Design-Builder or its Authorized Representative;

(c) "contract," "prime contract," "Federal-aid construction contract," or "design-build contract," such references shall be construed to mean the Contract between Design-Builder and the Department for the Project;

(d) "subcontractor", "supplier", "vendor", "prospective lower tier participant," "lower tier prospective participant," "Lower tier participant," or "lower tier subcontractor," such references shall be construed to mean any Subcontractor or Supplier; and

(e) "department", "agency," "department or agency with which this transaction originated," "department or agency entering into this transaction," or "contracting agency," such references shall be construed to mean the Department, except where a different department or agency is specified.

PERFORMANCE OF PREVIOUS CONTRACT. — In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the Form 1273 required contract provisions, Design-Builder shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746, is included in the Proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING. — Part 26, Title 49, Code of Federal Regulations applies to the Project. Pertinent sections of said Code are incorporated within other sections of the Contract and the Department's Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26.

CONVICT PRODUCED MATERIALS

a. FHWA Federal-aid projects are subject to 23 CFR § 635.417, Convict produced materials.

b. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

ACCESS TO RECORDS

a. As required by 49 CFR 18.36(i)(10), Design-Builder and its subcontractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of Design-Builder and subcontractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), Design-Builder and its subcontractors shall retain all books, documents, papers and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. Design-Builder agrees to include this section in each Subcontract at each tier, without modification except as appropriate to identify the subcontractor who will be subject to its provisions.

ATTACHMENT 2 TO APPENDIX 13

FHWA FORM 1273

[See attached]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1. d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1. b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 3 TO APPENDIX 13

FEDERAL PREVAILING WAGE RATE

(Subject to change)

The federal prevailing wage rates for the Work through Final Acceptance shall be those set forth under the general wage decision for highway construction projects in Clark County, Nevada as published on the Davis-Bacon wage determination website on the date that is ten days before the Proposal Due Date. Such prevailing wage rates are incorporated herein.

[The wage decisions and labor classifications in this Attachment 3 to Appendix 13 shall be updated at or before execution of the Contract with the wage decisions and labor classifications in effect ten days prior to the Proposal Date. Design-Builder is not entitled to any change in the Contract Price due to the differences between the wage decisions and labor classifications herein and those in effect ten days prior to the Proposal Date.]

General Decision Number: NV150001 01/23/2015 NV1

Superseded General Decision Number: NV20140001

State: Nevada

Construction Types: Building, Heavy and Highway

NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND NATIONAL TEST AND TRAINING RANGE (NTTR) ONLY

Counties: Clark, Lincoln and Nye Counties in Nevada.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| <u>Modification Number</u> | <u>Publication Date</u> |
|----------------------------|-------------------------|
| 0 | 01/02/2015 |
| 1 | 01/23/2015 |

ASBE0135-001 07/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|---------------------------|--------------|----------------|
| Asbestos/Insulator Worker | \$ 41.00 | 18.23 |

Includes application of all insulation materials, protective coverings, coatings and finishes to all mechanical systems.

BOIL0092-001 01/01/2013

| | <u>Rates</u> | <u>Fringes</u> |
|-----------|--------------|----------------|
| BOILMAKER | \$ 33.50 | 27.02 |

BRNV0003-003 03/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|-----------------------|--------------|----------------|
| BRICKLAYER | \$ 36.21 | \$8.98 |
| MARBLE SETTER | \$ 39.91 | 10.23 |
| TERRAZO WORKER/SETTER | \$ 39.91 | 10.23 |
| TILE FINISHER | \$ 27.07 | 9.21 |
| TILE SETTER | \$ 37.28 | 10.23 |

CARP1780-007 07/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|-------------|--------------|----------------|
| CARPENTER | | |
| Carpenters | \$ 39.56 | 14.05 |
| Millwrights | \$ 34.82 | 18.69 |

ZONE PAY:

0 to 40 miles radius from intersection of Maryland Parkway and Charleston Blvd in Las Vegas: Free Zone

40 to 60 miles radius: \$2.50 additional per hour

Over 60 miles radius: \$4.25 additional per hour

Laughlin Area: \$2.00 additional per hour

ELEC0357-002 10/01/2013

Including Nevada Test Site and the Tonopah Test Range

| | <u>Rates</u> | <u>Fringes</u> |
|-------------|--------------|----------------|
| ELECTRICIAN | \$ 46.62 | 16.96+3% |

ZONE PAY:

Zone 1: Work performed within Nevada Test Site (NTS): \$2.00 per hour additional.

Zone 2: Work performed within Tonopah Test Range (TTR): \$2.50 per hour additional.

Zone 3: Work performed within Nevada Test and Training Range (NTTR): Excluding Nevada Test Site and Tonopah Test Range: \$2.50 per hour additional.

* ELEV0018-002 01/01/2015

| | <u>Rates</u> | <u>Fringes</u> |
|-------------------|--------------|----------------|
| ELEVATOR MECHANIC | \$ 49.90 | 23.39 |

FOOTNOTE:

Employer contributes 8% of the basic hourly rate for over 5 years service and 6% of the basic hourly for 6 months to 5 years service as Vacation Pay Credit. Eight paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

| | <u>Rates</u> | <u>Fringes</u> |
|---------------------------|--------------|----------------|
| OPERATOR: Power Equipment | | |
| GROUP 1 | \$ 39.54 | 21.15 |
| GROUP 2 | \$ 39.78 | 21.15 |
| GROUP 3 | \$ 40.02 | 21.15 |
| GROUP 4 | \$ 40.13 | 21.15 |
| GROUP 5 | \$ 40.32 | 21.15 |
| GROUP 6 | \$ 40.42 | 21.15 |
| GROUP 7 | \$ 40.67 | 21.15 |
| GROUP 8 | \$ 40.92 | 21.15 |
| GROUP 9 | \$ 41.42 | 21.15 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor; Pump or Generator Operator; Engineer- Oiler and Signalman; Blade Operator; Rotary Drill Tender (Rotary and Core); Steam Cleaner/Pressure Washer; Switchman or Brakeman; Gupie Operator(Cement).

GROUP 2: Concrete Mixer Operator; Skid Type Conveyor and Beltman; Fireman; Generator; Pump or Compressor Operator (2 to 5 Units inclusive, over 5 units; \$0.10 per hour for each additional unit up to 10 units; portable units); Generator; Pump or Compressor Plant; Hydrostatic Pump Motorman (rotary and core); PJU Side Dump Jack; Screening and Conveyor machine Operator (or similar type); Skiploader; Wheeltype; Ford; Ferguson; Jeep or similar type, 3/4 yard or less (without drag-type attachments); Temporary Heating Plant Operator; Truck Crane Oiler.

GROUP 3: A-frame or Winch Truck Operator; Bobcat or similar type (Skid Steer); Derrickman (Rotary and Core); Dinky Locomotive or Tunnel Motor operator; Elevator Hoist Operator; Equipment Greaser; Ford, Ferguson or similar type (with drag-type attachments); Global Position Systems Chainman and Rodman; Hydra-Hammer or similar type equipment; Material Hoist/Outside manlift Operator; Power concrete Curing Machine; Power Concrete Saw Operator (or similar type); Power-Driven Jumbo Form Setter; Ross Carrier Operator; Self-Climbing Scaffold (or similar type); Self-propelled Tar Pipelining Machine; Stationary Pipe Wrapping and Cleaning Machine Operator; Towblade Operator.

GROUP 4: Asphalt Plant Fireman; Boring Machine; Boring System Electronic Tracking Locator; Boxman or Mixer Box (concrete or asphalt plant); Fishing Tool Engineer; Highline Cableway Signalman; Horizontal Directional Drilling Machine; Instrumentman; Locomotive Engineer; Micro Tunneling (above ground tunnel); Mud Plant Operator; Power Sweeper Operator; Roller Operator, Compacting; Screed Operator; Seeder Trenching Machine Operator (up to 6ft. depth capacity, manufacturer's rating) Vacuum Truck.

GROUP 5: Asphalt or Concrete Spreading; Mechanical Tamping or Finishing Machine Operator- roller (all types and sizes); soil, cement, asphalt finish; Asphalt Plant Engineer; Deck Engine; Grade Checker; Pavement- breaker; Pneumatic heading shield- Tunnel; Road Oil Mixing Machine; Forklift, under five tons; Rubber-tired, heavy duty equipment (Oshkosh; DW Euclid, Letourneau; Laplant-Choate, or similar type equipment with any type attachments); Skidloader; wheeltype, over 3/4 yds., up to and including 1 1/2-yards; Slip Form Pump (power-driven hydraulic lifting device for concrete forms); Tractor Operator Drag-Type Shovel; Bulldozer; Tamper Scraper and Push Tractor.

GROUP 6: Batch Plant; Bulk Plant Concrete Mixer-paving; Concrete Mobile Mixer; Concrete Pump or Pumpcrete Gun; Crushing Plant Engineer; Dandy Digger; Driller (rotary and core); Elevating Grade; Forklift, over 5 tons; Grade-all;Heavy Duty Welder; Highline Cableway; Hoist (Chicago boom and mine); Jumbo Pipe Carrier; Kolman Belt Loader and similar type; Lift slab machine; Loader Operator- Athey, Euclid, Hancock, Sierra or similar type; Machinist; Micro Tunnel System (below ground); Motor Patrol (any type or size); Ozzie Padder (or similar type), Pneumatic Concrete Placing Machine Hackley- Presswell or similar type; Pneumatic Pipe Ramming Tool (and similar types); Rotomill; Sewer Plant; Shovel, Backhoe,

Dragline, Clamshell, Derrick, Derrick Barge, Crane Piledriver and Mucking Machine; Shuttle Buggy; Skiploader, wheeltype, over 1-1/2 yds.; Surface Heater and Planer; Tractor Loader - Crawler type all types and sizes; Tractor, with boom attachments; Traveling Pipe Wrapping, Cleaning and Bending Machine; Trenching Machine (over 6 ft. depth capacity, manufacturer's rating); Tunnel Boring Machine; Water pull (compaction); water Well Driller.

GROUP 7: Heavy Duty Repairman; Body and Fender Mechanic; Global Position Systems Party Chief; Heavy Duty Welder

GROUP 8: Combination Heavy Duty Repairman and Welder.

GROUP: 9 Rubber Tired, Tandem, Multiple Engine, Earth-Moving Equipment; Sewer Treatment Plant Operator.

IRON0118-001 01/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|--|--------------|----------------|
| IRONWORKER | | |
| Fence Erectors | \$ 27.08 | 18.24 |
| Ornamental, Reinforcing and Structural | \$ 33.50 | 26.80 |

LABO0872-002 07/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|---------|--------------|----------------|
| LABORER | | |
| GROUP 1 | \$ 24.81 | 22.48 |
| GROUP 2 | \$ 25.02 | 22.48 |

GROUP 1: Building/office cleanup; Cement dumper; Cesspool digger & installer; Concrete curer; Dry packing concrete & filling of bolt holes; Fence builder; Fine grader, Highway & Street; Flagperson; Gas & oil pipeline laborer; Gas & oil pipeline wrapper - pot tender and form man; Guineau chaser; Laborer-packing rod steel and plans; Laborer (General) construction cleanup, etc; Laborer demolition; Landscape gardener, nurseryman and grounds keeper; Making & caulking of all nonmetallic pipe joints; Paving, airport run ways & similar work; Rip rap work; Rip rap stone paver; Roto scraper; Sandblaster (pot tender); Scaler; Septic tank digger and installer (leadman); Tank scaler and cleaner; Tool attendant(jobsite only); Tree climber; Faller, Chain saw, Pittsburg chipper and similar type brush shredders, Window cleaners.

GROUP 2: Asbestos abatement/rad worker; Asphalt raker, Ironer, Spreader; Buggymobile man; Concrete core cutter, Sawman and Cement grinding, Cribber or shorer, Cutting torch (demolition); Driller, Gas and oil pipeline wrapper; Hard rock slinger; Jackhammer, Driller and/or pavement breaker; Laying of all nonmetallic pipe, including sewer pipe, drain pipe and underground tile; Machine tool op., (operator and tenders of pneumatic & electric tools, Vibrating machines and similar mechanical tools not separately classified herein, including hand guided ditch witch and hand- type rooler); Pesticide, Herbicide, Insecticide applicator; Powder man; Rock Slinger, Sandblaster (nozzleman); Steel Headerboard man.

PAIN0159-003 07/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|--|--------------|----------------|
| PAINTER (Including Drywall) Finishing and Paper Hanging) | \$ 35.63 | 14.82 |

PLAS0797-004 07/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|--------------------------------|--------------|----------------|
| CEMENT MASON/CONCRETE FINISHER | \$ 35.18 | 13.70 |

PLUM0525-002 10/01/2010

| | <u>Rates</u> | <u>Fringes</u> |
|--------------------|--------------|----------------|
| PLUMBER/PIPEFITTER | \$ 39.66 | 17.93 |

ZONE PAY:

Zone A (Las Vegas)-No Zone Pay

Zone B (NTS)-Add \$2.00/hour

Zone C (TTR)-Add \$2.50/hour

ROOF0162-001 08/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|--------|--------------|----------------|
| ROOFER | \$ 24.11 | 8.28 |

SFNV0669-003 07/01/2013

| | <u>Rates</u> | <u>Fringes</u> |
|------------------|--------------|----------------|
| SPRINKLER FITTER | \$ 36.13 | 19.93 |

* SHEE0088-002 08/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|--------------------|--------------|----------------|
| SHEET METAL WORKER | \$ 41.41 | 23.57 |

Zone 1: 0 to 30 miles \$ 0.00

Zone 2: 30 to 50 miles \$ 2.50

Zone 3: 50 to 100 miles (including Laughlin) \$ 3.50

Zone 4: over 100 miles \$ 5.00

TEAM0631-002 07/01/2014

| | <u>Rates</u> | <u>Fringes</u> |
|--------------|--------------|----------------|
| TRUCK DRIVER | | |
| GROUP 1 | \$ 27.19 | 22.31 |
| GROUP 2 | \$ 27.29 | 22.31 |
| GROUP 3 | \$ 27.50 | 22.31 |
| GROUP 4 | \$ 27.68 | 22.31 |
| GROUP 5 | \$ 28.18 | 22.31 |

ZONE PAY:

ZONE 1: All work within 30 road miles of City Hall in Las Vegas shall be considered a Free Zone.

ZONE 2: All work 30 to 50 road miles from City Hall in Las Vegas shall receive \$1.50 additional per hour.

ZONE 3: All work 50 to 70 road miles from City Hall in Las Vegas shall receive \$2.50 additional per hour.

ZONE 4: All work over 70 road miles from City Hall in Las Vegas shall receive \$3.50 additional per hour.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Light duty driver.

Light duty drivers shall include: service truck drivers, dump truck drivers of less than 16 yards water level, truck driver with legal payload capacities of less than 20 tons, road oil spreader truck drivers, water truck drivers under 4,000 gallons, and passenger bus drivers on the jobsite.

GROUP 2: Bootman; Truck greaser; Tireman; Light Vehicle Dispatcher.

GROUP 3: Heavy duty driver; Forklift driver; warehouseman; Forklift driver; Equipment Parts

GROUP 4: Extra heavy duty driver; Forklift driver (over 15 tons).

GROUP 5: Off road and special equipment.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION�

General Decision Number: NV150034 01/02/2015 NV34

Superseded General Decision Number: NV20140034

State: Nevada

Construction Type: Highway

County: Clark County in Nevada.

EXCLUDES NEVADA TEST SITE (NTS), NATIONAL TEST AND TRAINING RANGE (NTTR) & TONOPAH TEST RANGE (TTR)

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| <u>Modification Number</u> | <u>Publication Date</u> |
|----------------------------|-------------------------|
| 0 | 01/02/2015 |

SUNV2011-001 10/01/2010

| | <u>Rates</u> | <u>Fringes</u> |
|------------|--------------|----------------|
| BRICKLAYER | \$ 45.43 | |

BRICKLAYER ZONE PAY: add the applicable amounts per hour calculated based on radius of 50 miles from the City Hall in Las Vegas, Nevada.

| | |
|-----------------------------|---------|
| Zone 1: 0 to 40 miles | \$ 0.00 |
| Zone 2: over 40 to 50 miles | \$ 2.50 |
| Zone 3: over 50 to 70 miles | \$ 5.00 |
| Zone 4: over 70 miles | \$ 7.50 |

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

| | |
|-----------|----------|
| CARPENTER | \$ 48.95 |
|-----------|----------|

CARPENTER ZONE PAY: add the applicable amounts per hour calculated from Maryland Parkway and Charleston Boulevard, Las Vegas.

| | |
|-----------------------------|---------|
| Zone 1: 0 to 40 miles | \$ 0.00 |
| Zone 2: over 40 to 60 miles | \$ 2.50 |
| Zone 3: over 60 miles | \$ 4.25 |
| Laughlin Area | \$ 2.00 |

CEMENT MASON/CONCRETE FINISHER \$46.28

CEMENT MASON ZONE PAY: add the applicable amounts per hour calculated based on a radius from the City Hall of Las Vegas, Nevada:

| | |
|-----------------------------|---------|
| Zone 1: 0 to 30 miles | \$ 0.00 |
| Zone 2: over 30 to 50 miles | \$ 1.50 |
| Zone 3: over 50 miles | \$ 3.25 |

ELECTRICIAN

Electrician

| | |
|-----------|----------|
| Neon Sign | \$ 45.52 |
| Wireman | \$ 56.31 |

Line Construction

| | |
|--------------------------|----------|
| Groundman | \$ 35.33 |
| Heavy Equipment Operator | \$ 43.37 |
| Lineman | \$ 52.82 |

ZONE PAY (Electrician Only does not apply to Line Construction): add the applicable amounts per hour calculated based on a radius from City Hall of Las Vegas.

| | |
|-----------------------------|---------|
| Zone 1: 0 to 25 miles | \$ 0.00 |
| Zone 2: over 25 to 55 miles | \$ 2.50 |
| Zone 3: over 55 miles | \$ 3.50 |

FENCE ERECTOR \$ 17.46

Hod Carrier (Brick Mason Tender) \$ 43.31

IRONWORKER \$ 56.74

LABORER

| | |
|-------------------------|----------|
| Flagperson | \$ 41.44 |
| Group 1 | \$ 42.94 |
| Group 2 | \$ 43.15 |
| Group 3 | \$ 43.25 |
| Group 4 | \$ 43.34 |
| Group 5 | \$ 43.44 |
| Highway Striper | \$ 30.81 |
| Traffic Barrier Erector | \$ 42.94 |

LABORER ZONE PAY: add the applicable amounts per hour calculated based on a radius from the City Hall of Las Vegas, Nevada.

| | |
|-----------------------------|---------|
| Zone 1: 0 to 30 miles | \$ 0.00 |
| Zone 2: over 30 to 50 miles | \$ 1.50 |
| Zone 3: over 50 miles | \$ 3.25 |
| Laughlin Area | \$ 2.25 |

LABORER CLASSIFICATIONS:

Group 1

Construction Clean-Up; Dry packing of concrete & filling of form bolt holes; File grader, street paving, airport runways; Guinea chaser; demolition or general construction; packing rod steel & pans; temporary water lines (portable type); Landscape gardener; Nurseryman; Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials; Underground, including caisson bellows; Scaffold Erector (under 14 ft.); Landscape Decorative rock Installer - (Ponds, Waterfalls, Etc.); Materials Handler; Tool Crib; Light Crib; Light Tool Repairman; Mechanical Stabilized Earth Wall; Certified Firewatch.

Group 2

Asphalt raker, ironer, spreader, luteman; Buggymobile man; Cement dumper (on one yard or larger mixers & handling bulk cement); Cesspool digger and installer; Chucktender; Concrete core cutter; Concrete curer, impervious membrane and oiler of all materials; Concrete saw man, excluding tractor type, cutting, scoring old or new concrete; Gas and oil wrapper, pot tender and form man; Making and caulking of all non-metallic pipe joints; Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein; Operator of cement grinding machine; Riprap stonepaver; Roto-scraper; Sandblaster (pot tender); Scaler

Septic tank digger and installer (lead man); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders.

Group 3

Cutting torch operator; Jackhammer and/or pavement breaker; Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile; Mudcutter; Concrete vibrator operator, all sizes; Rock slinger; Scaler (using bos'n chair or safety belt or power tools); Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile; Cement dumper (on one yard or larger mixers and handling bulk cement; Concrete core cutter; Concrete curer, impervious membrane and oiler of all materials; Decorative rock installer (ponds, waterfalls, etc.); Shotcrete/gunite.

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer; Head rock slinger; Powderman-blaster; Sandblaster (nozzleman); Steel header-board man

Group 5

Driller (core, diamond or wagon); Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills

MILLWRIGHT \$49.95

MILLWRIGHT ZONE PAY: add the applicable amounts per hour calculated from Maryland Parkway and Charleson Boulevard, Las Vegas

Zone 1: 0 to 20 miles \$ 0.00

Zone 2: over 30 to 40 miles \$ 1.50

Zone 3: over 40 miles \$ 3.25

PAINTER \$ 46.64

PILEDRIVERMAN \$ 58.47

PLUMBER/PIPEFITTER \$ 56.52

PLUMBER ZONE PAY: employees performing work on Public Works covered by this Agreement shall be entitled to the following wage rates for all hours worked calculated on an air mile radius from the Clark County Regional Justice Center.

| | |
|-----------------------------|----------|
| Zone 1: 0 to 20 miles | \$ 0.00 |
| Zone 2: over 30 to 45 miles | \$ 3.75 |
| Zone 3: over 45 to 75 miles | \$ 7.50 |
| Zone 4: over 75 miles | \$ 11.25 |

POWER EQUIPMENT OPERATOR:

(Cranes, Piledriving, & Hoisting Equipment)

| | |
|---|----------|
| Group 1 | |
| Engineer Oiler | \$ 59.35 |
| Forklift | \$ 55.67 |
| Group 2 | |
| Truck Crane Oiler | \$ 59.35 |
| Group 3 | |
| A-Frame or winch Truck; Cross Carrier (Jobsite) | \$ 58.26 |
| Group 4 | |
| Bridge-Type Unloader and Turntable Operator; Helicopter Hoist | \$ 58.40 |
| Group 5 | |
| Hydraulic Boom Truck (Pittman); Stinger Crane (Austin-Western or Similar Type); Tugger Hoist (1 Drum) | \$58.62 |
| Group 6 | |
| Bridge Crane; Cretor Craner; Hoist (Chicago Boom and Similar Type); Lift Mobile; Lift Slab Machine (Vagtbor and Similar Types); Material Hoist/Manlift; Polar Gantry Crane; Self Climbing Scaffold (or Similar Type); Shovel, Backhoe, Dragline, Clamshell (Over 3/4 YD. and up to 5 CU. YDS.); Silent Piler; Tugger Hoist (2 Drum) | \$ 58.73 |
| Group 7 | |
| Pedestal Crane; Shovel, Backhoe, Dragline, Clamshell (over 5 CU. YDS.); Tower Crane Repairman; Tugger Hoist (3 Drum) | \$58.85 |
| Group 8 | \$ 60.82 |
| Crane Operator (up to and including 25 ton capacity) | |
| Crawler Transporter; Derrick Barge (up to and including 25 ton capacity); Hoist, Stiff legs, Guy Derrick or Similar Type (up to and including 25 ton capacity); Shovel, Backhoe, Dragline, Clamshell (Over 7 CU YDS.) | \$ 59.02 |
| Group 9 | \$60.82 |
| Crane Operator (over 25 tons up to and including 50 tons) | |
| Derrick Barge (over 25 tons up to and including 50 tons); Highline Cableway; Hoise, Stiff Legs, Guy Derrick or Similar Type (over 25 tons and up to and including 50 tons); K-Crane; Polar Crane; Self | |

| | |
|--|----------|
| Erecting Tower Crane Maximum Lifting Capacity 10 tons. 1 ton Operator | \$ 59.19 |
| Group 10 | |
| Crane (over 50 tons up to and including 100 tons); Mobile Tower Crane (over 50 tons up to and including 100 tons) | \$62.24 |
| Derrick Barge (over 50 tons up to and including 100 tons); Hoist, Stiff Legs, Guy Derrick or Similar Type (over 50 tons up to and including 100 tons) | \$ 60.19 |
| Group 11 | |
| Crane (over 100 tons up to and including 200 tons); Mobile Tower Crane (over 100 tons up to and including 200 tons) | \$ 62.74 |
| Derrick Barge (over 100 tons up to and including 200 tons); Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons up to and including 200 tons) | \$ 61.19 |
| Tower Crane and Tower Gantry | \$ 63.19 |
| Group 12 | |
| Crane (over 200 tons up to and including 300 tons); Mobile Tower Crane (over 200 tons up to and including 300 tons) | \$ 65.38 |
| Derrick Barge (over 200 tons up to and including 300 tons); Hoist, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons) | \$ 62.19 |
| Group 13 | |
| Crane (over 300 tons); Mobile Tower Crane (over 300 tons) | \$ 66.75 |
| Derrick Barge (over 300 tons); Helicopter Pilot; Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons) | \$ 63.19 |

POWER EQUIPMENT OPERATOR:

(Group 1-8)

| | |
|----------------------------------|----------|
| Equipment Greaser (Grease Truck) | \$ 58.40 |
| Equipment Greaser (Rack) | \$ 56.91 |
| Group 1 | \$ 55.67 |
| Group 2 | \$ 56.62 |
| Group 3 | \$ 56.91 |
| Group 4 | \$ 58.40 |
| Group 6 | \$ 58.62 |
| Group 8 | \$ 58.73 |

ZONE PAY [ALL POWER EQUIPMENT OPERATORS INCLUDING CRANES, PILEDIVING AND HOISTING EQUIPMENT]: add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada.

| | |
|-----------------------------|---------|
| Zone 1: 0 to 20 miles | \$ 0.00 |
| Zone 2: over 30 to 40 miles | \$ 2.00 |
| Zone 3: over 45 to 60 miles | \$ 3.00 |
| Zone 4: over 60 miles | \$ 3.50 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (GROUP 1-8):

Group 1

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

Group 2

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

Group 3

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

Group 4

Asphalt Plant Fireman; Backhoe (Mini-Max or similar type); Boring Machine; Boring System Electronic Tracking Locator; Boxman or Mixerman (Asphalt or Concrete); Chip Spreading Machine; Concrete Cleaning Decontamination Machine; Concrete Pump (small portable); Drilling Machine, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum); Guard Rail Post Driver; Highline Cableway Signalman; Horizontal Directional Drilling Machine; Hydra-Hammer-Aero Stomper; Power Concrete Curing Machine; Power Concrete Saw; Power - Driven Jumbo Form Setter; Power Sweeper; Rock Wheel Saw/Trencher; Roller (compacting); Screed (Asphalt or Concrete); Trenching Machine (up to 6 ft.); Vacuum or Muck Truck.

Group 6

Articulating Material Hauler; Asphalt Plant Engineer; Batch Plant; Bit Sharpener; Concrete Joint Machine (canal and similar type); Concrete Planer; Dandy Digger; Deck Engine; Derrickman (Oilfield type); Drilling Machine, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum); Drilling Machine (including water wells); Hydrographic Seeder Machine (straw, pulp or seed); Jackson Track Maintainer, or similar type; Kalamazoo Switch Tamper, or similar type; Machine Tool; Maginnis Internal Full Slab Vibrator; Mechanical Berm, curb or gutter (concrete or asphalt); Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar); Pavement Breaker (truck mounted); Road Oil Mixing Machine; Roller (asphalt or finish); Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck); Self-Propelled Tar Pipelining Machine; Skiploader (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.); Slip Form Pump (power driven hydraulic lifting device for concrete forms); Tractor - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger Hoist (1 drum); Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine.

Group 8

Asphalt or Concrete Spreading (Tamping or Finishing); Asphalt Paving Machine (Barber Greene or similar type); Asphalt-Rubber Distributor; Backhoe (up to and including ¾ yd.); Cast in Place Pipe Laying Machine; Combination Mixer and Compressor (Guniting Work); Compactor - self propelled; Concrete Mixer - Paving; Crushing Plant (Non Portable); Drill Doctor; Drilling Machine, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700,

800 Auger or similar types - drilling depth of 60' maximum); Elevating Grader; Grade Checker; Gradall; Grouting Machine; Heavy Duty Repairman; Heavy Equipment Robotics; Kalamazoo Balliste Regulator or similar type Kolman Belt Loader and similar type; Le Tourneau Blob Compactor or similar type; Loader (Athey, Euclid, Sierra and similar types); Master Environmental Maintenance Mechanic; Mobark Chipper or similar types; Ozzie Padder or similar types; PC 490 Slot Saw; Pneumatic Concrete Placing Machine (Hackley-Presswell or similar type); Portable Crushing Plant; Pumpcrete Gun; Rock Drill or similar types; Rotary Drill (excluding Caison type); Rubber-Tired Earth Moving Equipment (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-Tired Earth Moving Equipment (multiple engine - up to and including 25 yds. struck); Rubber-Tired Scraper (self-loading paddle wheel type - John Deere, 1040 and similar single unit); Self-Propelled Curb and Gutter Machine; Shuttle Buggy; Skiploader (crawler and wheel type over 1½ yds. up to and including 6½ yds.); Soil Remediation Plant (C.M.I. Enviro Tech Thermal or Similar Types); Surface Heaters and Planer; Tractor Compressor Drill Combination; Tractor (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine); Tractor (boom attachments); Traveling Pipe Wrapping, Cleaning and Bending Machine; Trenching Machine (over 6 ft. depth capacity, manufacturer's rating); Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating); Ultra High Pressure Waterjet Cutting Tool System Mechanic; Water Pull (compaction).

POWER EQUIPMENT OPERATOR:

(Groups 10 to 25)

| | |
|----------|----------|
| Group 10 | \$ 58.85 |
| Group 11 | \$ 59.95 |
| Group 12 | \$ 59.02 |
| Group 13 | \$ 59.12 |
| Group 14 | \$ 59.15 |
| Group 15 | \$ 59.23 |
| Group 16 | \$ 59.35 |
| Group 17 | \$ 59.52 |
| Group 18 | \$ 59.62 |
| Group 19 | \$ 59.73 |
| Group 20 | \$ 59.85 |
| Group 21 | \$ 60.02 |
| Group 22 | \$ 60.12 |
| Group 23 | \$ 60.23 |
| Group 24 | \$ 60.35 |
| Group 25 | \$ 60.52 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (GROUP 10-25):

Group 10

Drilling Machine, Bucket or Auger Types (Calweld 200 B Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum); Dual Drum Mixer; Monorail Locomotive (diesel, gas or electric); Motor Patrol - Blade (single engine); Multiple Engine Tractor (Euclid and similar type - except Quad 9 Cat.); Pneumatic Pipe Ramming Tool and similar types; Pre-Stressed Wrapping Machine (2 Operators required); Rubber-Tired Earth Moving Equipment (single engine, over 50 yds. struck); Rubber-Tired Earth Moving Equipment (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck); Tower Crane Repairman; Tractor Loader (crawler and wheel-type over 6½ yds.); Woods Mixer (and similar Pugmill equipment).

Group 11

Dynamic Compactor LDC350 (or similar types).

Group 12

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

Group 13

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

Group 14

Canal Liner (not less than 4 employees - Oiler, Mechanic, Grade Checker required); Canal Trimmer; Remote Controlled Earth Moving Equipment (no one shall operate more than two pieces of earth moving equipment at one time - \$1.00 per hour additional to base rate); Wheel Excavator (over 750 cu. yds. per hour).

Group 15

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

Group 16

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

Group 17

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

Group 18

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

Group 19

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

Group 20

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

Group 21

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

Group 22

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

Group 23

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

Group 24

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

Group 25

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

TRUCK DRIVER

| | |
|---------|----------|
| Group 1 | \$ 46.13 |
| Group 2 | \$ 46.23 |
| Group 3 | \$ 46.44 |
| Group 4 | \$ 46.62 |
| Group 5 | \$ 46.82 |
| Group 6 | \$ 47.12 |

TRUCK DRIVER ZONE PAY: add the applicable amounts per hour calculated from Las Vegas City Hall.

| | |
|-----------------------------|---------|
| Zone 1: 0 to 30 miles | \$ 0.00 |
| Zone 2: over 30 to 50 miles | \$ 1.50 |
| Zone 3: over 50 to 70 miles | \$ 2.50 |
| Zone 4: over 70 miles | \$ 3.50 |

TRUCK DRIVER CLASSIFICATIONS:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment, warehousemen, drivers of busses used for transportation of up to 16 passengers.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water

and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (used for transportation or more than 16 passengers), warehouse clerk.

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over), drivers of fuel and water trucks (6,000 gallon and over).

Group 5

Drivers of trucks and trailers in combination (six axles or more).

Group 6

All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION �

ATTACHMENT 4 TO APPENDIX 13

EQUAL EMPLOYMENT OPPORTUNITY

SPECIAL PROVISION

000---006

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Nevadan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Hometown Plan area (including goals and timetables) shall be in accordance with that plan for

those trades which have unions participating in the Hometown Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Hometown Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Hometown Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Hometown Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Hometown Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of

and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral Process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and

maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the contractor's EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

ATTACHMENT 5 TO APPENDIX 13

AFFIRMATIVE ACTION

SPECIAL PROVISION

000—0004

**Notice of Requirement for Affirmative Action to
Ensure Equal Employment Opportunity (Executive Order 11246)**

1. General.

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth in Attachment 4 to this Exhibit 11, the contractor's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. Goals.

- a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.
- b. The goals for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

**Goals for
minority participation
in each trade

(per-cent)

See Table 1**

**Goals for
female participation
in each trade

(per-cent)

6.9%**

- c. These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each

trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Subcontracting.

The contractor shall provide written notification to the Department within ten Business Days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. Covered area.

As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Nevada. The geographical area covered by these goals for other minorities are the boroughs or other geographic areas in the State of Nevada as indicated in Table 1.

5. Reports.

The contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1

| Borough or Other Geographic Area | Goals for Minority Participation | County |
|---|---|---------------|
| State of Nevada | 13.9% (minority) | Clark County |

ATTACHMENT 6 TO APPENDIX 13

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

By signing and submitting its proposal or bid, and by executing the Contract or Subcontract, each prospective Design-Builder and subcontractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The prospective Design-Builder/subcontractor certifies, to the best of its knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Contract or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. Design-Builder/subcontractor shall require that the language of this certification be included in all lower tier Subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

ATTACHMENT 7 TO APPENDIX 13

COMPLIANCE WITH BUY AMERICA REQUIREMENTS

Design-Builder shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes for these materials must occur in the United States, with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to Buy America requirements. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the contract price under the Contract.

A Certificate of Compliance shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except as for the above exception.

BUY AMERICA CERTIFICATE

CERTIFICATE OF COMPLIANCE

Design-Builder hereby certifies that it will comply with the requirements of 23 U.S.C. 313, and the applicable regulations in 23 CFR 635.410.

Date: _____

Signature: _____

Design-Builder's Name: [*INSERT DESIGN-BUILDER'S NAME*]

Title:

ATTACHMENT 8 TO APPENDIX 13

TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a). As part of Design-Builder's equal employment opportunity affirmative action program training shall be provided as follows:

Design-Builder shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of hours trainees will be trained under the special provisions shall be 75,000 hours .

In the event that Design-Builder subcontracts a portion of the Contract work, Design-Builder shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that Design-Builder shall retain the primary responsibility for meeting the training requirements imposed by this special provision. Design-Builder shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The training hours shall be distributed among the work classifications on the basis of Design-Builder's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, Design-Builder shall submit to the Department for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, Design-Builder shall specify the starting time for training in each of the classifications. Design-Builder will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, Design-Builder shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Design-Builder will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether Design-Builder is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. Design-Builder should satisfy this requirement by including appropriate questions in the employee application or by other suitable means.

Regardless of the method used Design-Builder's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by Design-Builder and approved by the Department and the Federal Highway Administration. The Department and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of Design-Builder and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, Design-Builder will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though Design-Builder receives additional training program funds from other sources, provided such other does not specifically prohibit Design-Builder from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to Design-Builder where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to Design-Builder if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by Design-Builder and evidences a lack of good faith on the part of Design-Builder in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable

training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

Design-Builder shall furnish the trainee a copy of the program he will follow in providing the training. Design-Builder shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

Design-Builder shall provide for the maintenance of records and furnish quarterly reports to the Department documenting his performance under this Training Special Provision.

[40 FR 28053, July 3, 1975. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]

APPENDIX 14

FORM OF GUARANTY

THIS GUARANTY (this "Guaranty") is made as of _____, 20__ by _____, a _____ ("Guarantor"), in favor of the NEVADA DEPARTMENT OF TRANSPORTATION, a state agency of the State of Nevada (the "Department").

RECITALS

_____, a _____, as design-builder ("Design-Builder"), and the Department are parties to that certain Design-Build Contract (the "Contract") pursuant to which the Design-Builder has agreed to develop, design, and construct the Project. Initially capitalized terms used herein without definition will have the meaning given such term in the Contract Documents.

To induce the Department to (i) enter into the Contract; and (ii) consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

Design-Builder is a _____. The Guarantor is _____. The execution of the Contract by the Department and the consummation of the transactions contemplated thereby will materially benefit Guarantor. Without this Guaranty, the Department would not have entered into the Contract with Design-Builder. Therefore, in consideration of the Department's execution of the Contract and consummation of the transactions contemplated thereby, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guaranty.

a. Guarantor guarantees to the Department and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Design-Builder arising out of, in connection with, under or related to the Contract Documents (including, without limitation, the Design-Builder's obligation to make payment to the Department for liquidated damages, stipulated damages, and indemnity). The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."

b. Guarantor covenants to the Department that if at any time the Design-Builder should default in the performance when due of, observance when due of, or should commit a breach of, any of the Guaranteed Obligations, Guarantor shall promptly, upon written notice by the Department, perform or pay the Guaranteed Obligations or cause the performance or payment of the Guaranteed Obligations.

c. Guarantor expressly agrees that, to the extent Guarantor's obligations hereunder relate to obligations of the Design-Builder which require performance other than the payment of money, the Department may proceed against Guarantor to effect specific performance thereof (to the extent that such relief is available). Guarantor hereby covenants and agrees to assume or to procure the assumption of the Contract Documents, and to perform or to procure the performance of all of the terms and conditions thereunder should any of the Contract Documents be disaffirmed or rejected by a trustee or court in a bankruptcy proceeding involving the Design-Builder, or, at the option of the Department, Guarantor shall, in the event of the Design-Builder's bankruptcy, make and enter into or have made and entered into, by one or more entities reasonably satisfactory to the Department, new contract documents for the balance of the term of the Contract Documents, which new contract documents shall be in form and substance identical to the replaced Contract Documents.

2. Unconditional Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Except as provided in Section 20, this Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred, and whether or not enforceable against the Design-Builder. If any payment made by the Design-Builder or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released, discharged or otherwise affected by:

a. any change in the Contract Documents or the obligations thereunder, any change in the existence, structure or ownership of Guarantor or the Design-Builder, or any dissolution, winding up, liquidation, insolvency, bankruptcy, reorganization or similar proceeding affecting the Design-Builder, Guarantor or their respective assets or any defense that may arise in connection with or as a result of such dissolution, winding up, liquidation, insolvency, bankruptcy, reorganization or other proceeding;

b. the existence of any claim or set-off which the Design-Builder has or Guarantor may have against the Department, whether in connection with this Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit;

c. any failure of consideration or lack of authority of the Design-Builder, any lack of validity or enforceability, illegality or defect or deficiency, or any other defense to formation of the Contract Documents (or any term, condition or covenant thereof);

d. any change in the time, manner, terms, place of payment of, or any other term of all or any of the Guaranteed Obligations, or any other amendment, waiver of, or any consent to departure from any Contract Document executed in connection therewith;

e. the incapacity or lack of power or authority of, or dissolution or change in, the members or shareholders of the Design-Builder; or

f. any other circumstance that might otherwise constitute a defense available to, or a discharge of, Guarantor with respect to the Guaranteed Obligations, other than performance or payment in full of the Guaranteed Obligations.

This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations, except as provided in Section 20.

3. Independent Obligations. Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Design-Builder and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Design-Builder is joined therein. The Department may maintain successive actions for other defaults of Guarantor. The Department's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been indefeasibly paid and fully performed.

a. Guarantor agrees that the Department may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against the Design-Builder. Guarantor hereby waives the right to require the Department to proceed against the Design-Builder, to exercise any right or remedy under any of the Contract Documents or to pursue any other remedy or to enforce any other right.

b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any modification, agreement or stipulation between the Design-Builder and the Department or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; (iii) any release of the Design-Builder from any liability with respect to any of the Contract Documents; or (iv) any release or subordination of any collateral then held by the Department as security for the performance by the Design-Builder of the Guaranteed Obligations.

c. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the Contract Documents

or the pursuit by the Department of any remedies which the Department either now has or may hereafter have with respect thereto under any of the Contract Documents.

d. Design-Builder and Guarantor acknowledge and agree that Guarantor's obligations and undertakings hereunder are derivative of, and not in excess of, the Guaranteed Obligations and Guarantor shall be entitled to all rights and defenses of Design-Builder except as previously waived or disclaimed in this Guaranty. Notwithstanding any other term or provision of this Guaranty, in the event that the Design-Builder's obligations have been changed by any modification, agreement or stipulation between Design-Builder and the Department or their respective successors or assigns, the term "Guaranteed Obligations" as used herein shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which Design-Builder is the debtor, unless otherwise specified in the modification, agreement or stipulation.

4. Liability of Guarantor.

a. The Department may enforce this Guaranty upon the occurrence of a breach by the Design-Builder of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between the Department and the Design-Builder with respect to the existence of such a breach.

b. Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

c. The Department, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of the Design-Builder, if and as permitted by the Contract, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment and performance of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of the Department in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that the Department may have against any such security, as the Department in its discretion

may determine, and (vi) exercise any other rights available to it under the Contract Documents.

d. This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than infeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce an agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Contract Documents or any agreement or instrument executed pursuant thereto; (iii) the Department's knowledge of or consent to the change, reorganization or termination of the corporate structure or existence of the Design-Builder; (iv) any defenses, set-offs or counterclaims that the Design-Builder may allege or assert against the Department in respect of the Guaranteed Obligations, except as provided in Section 20.

5. Waivers. To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of:

a. any right to require the Department to proceed against the Design-Builder or any other Person or to proceed against or exhaust any security held by the Department at any time or to pursue any right or remedy under any of the Contract Documents or any other remedy in the Department's power before proceeding against Guarantor;

b. any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, the Design-Builder or any other Person or the failure of the Department to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person;

c. any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof;

d. any right or defense arising out of an election of remedies by the Department even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against the Design-Builder or otherwise;

e. all notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Design-Builder under

any of the Contract Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto;

f. any defense based upon any act or omission of the Department which directly or indirectly results in or aids the discharge or release of the Design-Builder, Guarantor or any security given or held by the Department in connection with the Guaranteed Obligations;

g. any duty on the part of the Department to disclose to Guarantor any facts the Department may now or hereafter know about the Design-Builder, regardless of whether the Department has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor. Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of the Design-Builder and of all circumstances bearing on the risk of non-payment of any Guaranteed Obligations;

h. [the fact that Guarantor may at any time in the future dispose of all or part of its direct or indirect ownership or economic interests in the Design-Builder]; and

i. any and all suretyship defenses under applicable law.

6. Waiver of Subrogation and Rights of Reimbursement. Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Design-Builder that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of the Department against the Design-Builder, or any other security or collateral that the Department now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Design-Builder or any shareholders, partners, members, joint venturers of Design-Builder to Guarantor is subordinated to all of the Guaranteed Obligations until such time as all Guaranteed Obligations shall have been indefeasibly paid in full. Whenever and for so long as the Design-Builder shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Design-Builder or any shareholders, partners, members, joint venturers of Design-Builder to Guarantor without the prior written consent of the Department. Any payment by Design-Builder or any shareholders, partners, members, joint venturers of Design-Builder to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for the Department.

7. Cumulative Rights. All rights, powers and remedies of the Department hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to the Department, whether at law, in equity or otherwise.

8. Representations and Warranties. In addition to the representations and warranties with respect to solvency set forth in Section 17, Guarantor represents and warrants that:

a. it is a corporation duly organized, validly existing, and in good standing under the laws of the State of [] and qualified to do business and is in good standing under the laws of the State of Nevada [INSERT GUARANTOR'S STATE OF INCORPORATION];

b. it has all requisite corporate power and authority to execute, deliver and perform this Guaranty;

c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor and proof of such authorization will be provided with the execution of this Guaranty;

d. this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;

e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under: (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right, restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Contract Documents or referred to therein, the financial status of the Design-Builder and the ability of the Design-Builder to pay and perform the Guaranteed Obligations;

g. it has reviewed and approved copies of the Contract Documents and is fully informed of the remedies the Department may pursue, with or without notice to the Design-Builder or any other Person, in the event of default of any of the Guaranteed Obligations;

h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Design-Builder and will keep itself fully informed as to all aspects of the financial condition of the Design-Builder, the performance of the Guaranteed Obligations and of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of the Department to disclose any matter, fact or thing relating to the business,

operations or conditions of the Design-Builder now known or hereafter known by the Department;

i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof;

j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Entity which challenges the validity or enforceability of this Guaranty;

k. it is not subject to any outstanding judgment, rule, writ, injunction or decree of any Governmental Entity that adversely affects its ability to perform its obligations under this Guaranty; and

l. it derives a substantial direct or indirect economic benefit from the Contract.

9. Governing Law. The validity, interpretation and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of Nevada applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law. Guarantor consents to the jurisdiction of the State of Nevada with regard to this Guaranty. The venue for any action regarding this Guaranty shall be Clark County, Nevada.

10. Entire Document. This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by the Department referring specifically to this Guaranty, and then only to the specific purpose, extent and interest so provided.

11. Severability. If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties and all of the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

12. Notices. Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Department:

Nevada Department of Transportation
Attention: Mark Stewart
1263 South Stewart Street, Room 101
Carson City, Nevada 89172
Phone: (775) 888-7070 ext. 2124
Facsimile: (775) 888-7101

With copies to: Attorney General, Transportation Division
1263 South Stewart Street, Room 315
Carson City, Nevada 89172
Phone: (775) _____ ext. _____
Facsimile: (775) ____ - _____

If to Guarantor: _____

Attention:
Telephone:
Telecopy:

Either Guarantor or the Department may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 13 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five (5) days following deposit in the United States mail, postage prepaid if delivered by mail.

13. Captions. The captions of the various Sections of this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Guaranty.

14. Assignability. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and the Department, but is not assignable by Guarantor without the prior written consent of the Department, which consent may be granted or withheld in the Department's sole discretion. Any assignment by Guarantor effected in accordance with this Section 15 will not relieve Guarantor of its obligations and liabilities under this Guaranty.

15. Construction of Agreement. Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

16. No Waiver. Any forbearance or failure to exercise, and any delay by the Department in exercising, any right, power or remedy hereunder will not impair any such

right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

17. Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty; Solvency.

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Design-Builder or by any defense which the Design-Builder may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. the Department is not obligated to file any claim relating to the Guaranteed Obligations if the Design-Builder becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the Department so to file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and the Department that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve the Design-Builder of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay the Department, or allow the claim of the Department in respect of, any such interest accruing after the date on which such proceeding is commenced.

18. Attorneys' Fees. Guarantor agrees to pay to the Department without demand reasonable attorneys' fees and all costs and other expenses (whether by lawsuit or otherwise, and including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by the Department in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

19. Joint and Several Liability. If the Guarantor is comprised of more than one individual and/or entity, such individuals and/or entities, as applicable, shall be jointly and severally liable for the Guaranteed Obligations. If more than one guaranty is executed with respect to the Design-Builder and the Project, each guarantor under such a guaranty shall be jointly and severally liable with the other guarantors with respect to the obligations guaranteed under such guaranties.

20. Defenses. Notwithstanding any other provision to the contrary, Guarantor shall be entitled to the benefit of all defenses available to the Design-Builder under the Contract except (a) those expressly waived in this Guaranty, (b) failure of consideration, lack of authority of the Design-Builder and any other defense to formation of the Contract, and (c) defenses available to the Design-Builder under any federal or state

law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand.

21. Additional Guarantor Waivers and Acknowledgements.

a. Guarantor hereby waives any and all defenses it might have that liquidated damages or stipulated damages constitute a penalty or that they do not bear a reasonable relation to the actual damages.

b. GUARANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON EXECUTION OF THIS GUARANTY. NO FORMAL ACCEPTANCE BY the Department IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS EFFECTIVE AS OF THE DATE HEREOF.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPENDIX 15

[Not Used]

APPENDIX 16

**FORM OF REQUEST FOR CHANGE ORDER
PROJECT NEON DESIGN-BUILD PROJECT**

CHANGE ORDER REQUEST NO. _____ **CONTRACT NO.** _____

SECTION I

Name: _____ Date: _____

Title: _____

Contract No: _____ Agreement No: _____

Company Name: _____

Description:

Additions/Deletions/Modifications to Contract requirements:

Contract Requirement

Addition/Deletion/Modification

Scope:

Reason for Request for Change Order:

Is this Request for Change Order for a Department-Directed Change?

Yes No

Please Explain:

Is this Request for Change Order for an increase in the allowance for Bridge Rehabilitation Work per Sections 12.1.6 and 13.9.6 of the Contract?

Yes No

Please Explain:

Design-Builder Project Manager
Date:

SECTION II: Cost Estimate

The total cost estimate of this Change Order is \$ _____. Documentation supporting this Request for Change Order is attached as Exhibits _____ through _____.

Payment Schedule Items Added/Deducted:

| <u>Activity No.</u> | <u>Description</u> | <u>Amount</u> |
|---------------------|--------------------|---------------|
| _____ | _____ | _____ |

This Request for Change Order is for (check the applicable categories below):

_____ A lump sum, negotiated price Change Order (provide information in Section IIA below)

_____ A unit price/quantities Change Order (provide information in Section IIB below)

_____ A Time and Materials Change Order (provide information in Section IIC below)

Section IIA

Lump sum price is \$ _____

Section IIB

| UNIT PRICE ITEM | UNIT PRICE | QUANTITY | PRICE (Unit Price x Quantity) |
|-----------------|------------|----------|-------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total of all items in above Table: \$ _____

Section IIC (Reference _____)

Summary of Request for Change Order by Categories: [Additives/(Credits)]

| | | |
|----|--|----------|
| A. | Design-Builder Labor (construction) | |
| 1. | Wages | \$ _____ |
| 2. | Labor benefits (___% of A.1) | \$ _____ |
| 3. | Subsistence and travel for craft labor | \$ _____ |
| 4. | Employer payment to supervisors | \$ _____ |
| B. | Design-Builder and Subcontractor Labor (professional services) | |
| 1. | Wages (Raw) | \$ _____ |
| 2. | Labor benefits (___% of B.1, which includes overhead and profit) | \$ _____ |
| 3. | Off-duty peace officers and patrol cruisers | \$ _____ |
| C. | Materials (with taxes, freight and discounts) | \$ _____ |
| D. | Equipment | \$ _____ |
| E. | Subcontracts (Time and Materials cost) | \$ _____ |
| F. | Utility Direct Costs | \$ _____ |
| G. | Overhead and Profit | |
| 1. | Labor (___% of A) | \$ _____ |
| 2. | Traffic Control (___% of B.3) | \$ _____ |
| 3. | Materials (___% of C) | \$ _____ |
| 4. | Subcontracts (___% of E) | \$ _____ |
| 5. | Utility Direct Costs (___% of F) | \$ _____ |
| H. | Grand Total | \$ _____ |

Subcontractor quotes are attached as Exhibits _____ through _____ in accordance with Section 13.4.2.2 of the Contract. ***[To be provided to the extent work is to be performed by Subcontractors.]***

SECTION III: Delay Analysis

The status of Substantial Completion is as follows:

- Unaffected by this Request for Change Order
- Affected by (increasing) (decreasing) the date of Substantial Completion by _____ calendar days.

- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of Final Acceptance is as follows:

- Unaffected by this Request for Change Order
- Affected by (increasing) (decreasing) the date of Final Acceptance by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of the Interim Milestone Completion Duration for the I-15 Department Project Infrastructure is as follows:

- Unaffected by this Request for Change Order
- Affected by (increasing) (decreasing) the Interim Milestone Completion Duration for the I-15 Department Project Infrastructure by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of the Interim Milestone Completion Duration for the US-95 Department Project Infrastructure is as follows:

- Unaffected by this Request for Change Order
- Affected by (increasing) (decreasing) the Interim Milestone Completion Duration for the US-95 Department Project Infrastructure by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of the Interim Milestone Completion Duration for the WS-Ramp Department Project Infrastructure is as follows:

- Unaffected by this Request for Change Order
- Affected by (increasing) (decreasing) the date of the Interim Milestone Completion Duration for the WS-Ramp Department Project Infrastructure by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of the Interim Milestone Completion Duration for the NE-Ramp Department Project Infrastructure is as follows:

- Unaffected by this Request for Change Order

- Affected by (increasing) (decreasing) the date of the Interim Milestone Completion Duration for the NE-Ramp Department Project Infrastructure by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

The status of the Interim Milestone Completion Duration for the Grand Central Parkway Local Agency Infrastructure is as follows:

- Unaffected by this Request for Change Order
- Affected by (increasing) (decreasing) the date of the Interim Milestone Completion Duration for the Grand Central Parkway Local Agency Infrastructure by _____ calendar days.
- Affected by (increasing) (decreasing) the _____ Float by _____ calendar days.

Accordingly, the summary of the dates of Substantial Completion, Final Acceptance, Float, and Interim Milestone Completions, are as follows:

1. Substantial Completion: _____
(+ or - _____ days from base of _____ calendar days after NTP1)
2. Final Acceptance: _____
(+ or - _____ days from base of 120 calendar days after the Substantial Completion Date)
3. Number of days of Project Float _____
4. Interim Milestone Completion Duration for the I-15 Department Project Infrastructure: _____
(+ or - _____ days from base of _____ calendar days from initial Permitted Construction Closure)
5. Interim Milestone Completion Duration for the US-95 Department Project Infrastructure: _____
(+ or - _____ days from base of _____ calendar days from initial Permitted Construction Closure)
6. Interim Milestone Completion Duration for the WS-Ramp Department Project Infrastructure: _____
(+ or - _____ days from base of _____ calendar days from initial Permitted Construction Closure)
7. Interim Milestone Completion Duration for the NE-Ramp Department Project Infrastructure: _____
(+ or - _____ days from base of _____ calendar days from initial Permitted Construction Closure)

8. Interim Milestone Completion Duration for the Grand Central Parkway Local Agency Infrastructure: _____ (+ or - _____ days from base of _____ calendar days from initial Permitted Construction Closure)

A Delay Analysis Report is attached as Exhibit _____ in accordance with Section 13.4.2.3 of the Contract. ***[To be provided to the extent that Design-Builder is claiming an event, situation or change affects a Critical Path.]***

SECTION IV: Justification

Justification for this Request for Change Order with reference to the Contract and in accordance with Section 13.4.3 of the Contract:

SECTION V: Certification

Each Request for Change Order shall contain the following certification:

I, _____, the Authorized Representative of Design-Builder, hereby certify under penalty of perjury that the above four sections represent a true, accurate and complete summary of all aspects of this Request for Change Order, and that (a) the amount of time and/or compensation requested is justified as to entitlement and amount, (b) the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been or may be incurred as a result of the event, occurrence or matter giving rise to the proposed change (and includes all Subcontractor and Supplier amounts), and (c) the cost and pricing data forming the basis for this Request for Change Order is complete, accurate and current.

If the foregoing Request for Change Order includes claims of Subcontractors or Suppliers, the undersigned certifies that I have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount, and that any Subcontractor pricing data required to be provided has been provided in accordance with Section 21.2 of the Contract.

Design-Builder Authorized Representative
Date: _____

Any pricing data provided by a Subcontractor in connection with a Request for Change Order shall include the certification required to be provided by Subcontractor under Section 21.2 of the Contract.

SECTION VI: Reviewed by _____

Comments:

APPENDIX 17

DESIGN-BUILDER'S APPROVED DBE PERFORMANCE PLAN

[NDOT-approved DBE Performance Plan, which is a condition to NTP2 under Section 4.1.3(vi) of the Contract, to be inserted once approved]

APPENDIX 18

NTP1 PAYMENT SCHEDULE

| | Deliverable | Amount |
|---|---|---------------------|
| 1 | Project Management Plan | |
| | a) Project Administration | |
| | b) Quality Management System and Quality Manual | |
| | c) Design Quality Management Plan | |
| | d) Construction Quality Management Plan | |
| | e) Environmental Management | |
| | f) Public Involvement Plan | |
| | g) Safety Plan | |
| | h) Communications Plan | |
| | i) Transportation Management Plan | |
| | j) Preliminary L&A Plan | |
| 2 | Interim Project Office | |
| 3 | Project Office Setup | |
| 4 | Baseline Schedule | |
| 5 | Site Documentation | |
| 6 | Maintenance Work Plan | |
| 7 | Construction ATM System | |
| 8 | NTP1 Mobilization | \$10,000,000 |
| | | |
| | | |
| | 1. The Department will pay the lump sum amount for NTP1 Mobilization as set forth in <u>Section 12.2.1</u> . 2. Design-Builder must provide the Department a fully functional office space for occupancy in accordance with <u>Section 1.6.6 (Project Office)</u> of the Technical Provisions to receive the NTP1 Mobilization payment | |

APPENDIX 19

Liquidated Damages for Failure to Open Lanes

Construction Closures implemented, which are not in accordance with Sections 12.4.3.2, 12.4.3.3, 12.4.3.4, 12.4.3.5 and 12.4.4 of the Technical Provisions, will be subject to the liquidated damages set forth in the following Tables 19-1 and 19-2 of this Appendix 19:

| Table 19-1 Construction Closure Delay Charges Minimum Number of Lanes Open | | |
|---|-------------|---------------|
| Route Description and Minimum Lanes | Unit | Amount |
| I-15 Southbound(1) | | |
| 0 lanes open | 10- Minutes | \$11,000.00 |
| 1 lane open | 10- Minutes | \$9000.00 |
| 2 lanes open | 10- Minutes | \$4000.00 |
| 3 lanes open | Hour | \$7000.00 |
| Special Events (2) | 10 Minutes | \$11,000.00 |
| I-15 Northbound(1) | | |
| 0 lanes open | 10- Minutes | \$11,000.00 |
| 1 lane open | 10- Minutes | \$9000.00 |
| 2 lanes open | 10- Minutes | \$4000.00 |
| 3 lanes open | Hour | \$7000.00 |
| 4 lanes open | Hour | \$4,000.00 |
| Special Events (2) | 10 Minutes | \$11,000.00 |
| US-95 Eastbound(1) | | |
| 0 lanes open | 10- Minutes | \$13,300.00 |
| 1 lane open | 10- Minutes | \$9800.00 |
| 2 lanes open | Hour | \$17,000.00 |
| US-95 Westbound(1) | | |
| 0 lanes open | 10- Minutes | \$4000.00 |
| 1 lane open | 10- Minutes | \$3500.00 |
| 2 lanes open | Hour | \$4600.00 |
| I-15 and US-95/I-515 System Interchange Ramps(3) | | |
| 0 lanes open | 10- Minutes | \$1500.00 |
| 1 lane open | Hour | \$1000.00 |
| (1) The minimum number of lanes defined are general purpose lanes and do not include auxiliary lanes, acceleration lanes, deceleration lanes or ramp lanes. | | |
| (2) See Section 12.4.3.4 (<i>Construction Closures Special Events</i>) of the Technical Provisions. | | |

| Table 19-1 Construction Closure Delay Charges Minimum Number of Lanes Open | | |
|--|-------------|---------------|
| Route Description and Minimum Lanes | Unit | Amount |
| Other Interchange Ramps(3) | | |
| All Ramps | | |
| 0 lanes open | 10- Minutes | \$500.00 |
| 1 lane open | Hour | \$1000.00 |
| Local Agency Roadways(4) | | |
| Charleston Boulevard | | |
| 0 lanes open | 10- Minutes | \$2300.00 |
| 1 lane open | 10- Minutes | \$1600.00 |
| 2 lanes open | Hour | \$4600.00 |
| Grand Central Parkway | | |
| 0 lanes open | 10- Minutes | \$500.00 |
| 1 lane open | Hour | \$1800.00 |
| Alta Drive / Bonneville Avenue | | |
| 0 lanes open | Hour | \$2400.00 |
| 1 lane open | Hour | \$1400.00 |
| Oakey Boulevard / Wyoming Avenue | | |
| 0 lanes open | Hour | \$2400.00 |
| 1 lane open | Hour | \$1400.00 |
| Symphony Park Avenue | | |
| 0 lanes open | Hour | \$1200.00 |
| 1 lane open | Hour | \$700.00 |
| Martin Luther King Boulevard | | |
| 0 lanes open | 10- Minutes | \$800.00 |
| 1 lane open | 10- Minutes | \$500.00 |
| 2 lanes open | Hour | \$2800.00 |
| All Other Local Roadways | | |
| 0 lanes open | Hour | \$900.00 |
| 1 lane open | Hour | \$500.00 |
| <p>(3) The minimum number of lanes and do not include auxiliary lanes, acceleration lanes, or deceleration lanes.</p> <p>(4) The minimum number of lanes open per movement for general purpose lanes, auxiliary lanes, acceleration lanes, and deceleration lanes per direction of travel. The minimum number of turn lanes open per movement per direction of travel.</p> | | |

Table 19-2
Construction Closure Delay Charges
Maximum Number of Closures Exceeded

All Construction Closures implemented that exceed the maximum number of Permitted Construction Closures as set forth in Sections 12.4.3.2, 12.4.3.3, 12.4.3.4, 12.4.3.5, 12.4.4, and Attachment 12-1 to the Technical Provisions will be subject to the liquidated damages set forth in Table 19-1.

APPENDIX 20

OUTLINE OF DESIGN-BUILDER'S WORKFORCE DIVERSITY PLAN

["Outline of Design-Builder's Workforce Diversity Plan" from Proposal to be inserted in execution version]

APPENDIX 21

DESIGN-BUILDER'S APPROVED WORKFORCE DIVERSITY PLAN

[NDOT-approved Workforce Diversity Plan, which is a condition to NTP2 under Section 4.1.3(vii) of the Contract, to be inserted once approved]

APPENDIX 22

NEVADA STATE PREVAILING WAGE RATES

[The wage decisions and labor classifications in this Appendix 22 shall be updated at or before execution of the Contract with the wage decisions and labor classifications in effect at the time of selection of the Design-Builder. Design-Builder is not entitled to any change in the Contract Price due to the differences between the wage decisions and labor classifications herein and those in effect at the time of selection.]



nevada
Office of the Labor Commissioner



2015 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2014

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015*

*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](#)
- [LABORER](#)

2014-2015 Prevailing Wage Rates – Clark County

[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.

2014-2015 Prevailing Wage Rates – Clark County

| CRAFT | RATE |
|---|--|
| AIR BALANCE TECHNICIAN | <u>ADD SHEET METAL ZONE RATE</u> |
| Air Balance Technician-Journeyman | 63.67 |
| Air Balance Technician-Foreman | 67.82 |
| Air Balance Technician-General Foreman | 71.96 |
| | |
| ALARM INSTALLER | |
| Alarm Installer-Journeyman | 59.39 |
| | |
| BOILERMAKER | |
| Boilermaker | 65.94 |
| | |
| BRICKLAYER | <u>ADD ZONE RATE</u> |
| Bricklayer-Journeyman | 46.48 |
| | |
| CARPENTER | <u>ADD ZONE RATE</u> |
| Carpenter-Journeyman | 53.76 |
| Carpenter-Welder | 54.76 |
| Carpenter-Foreman | 57.04 |
| Carpenter-General Foreman | 60.62 |
| | |
| CEMENT MASON | <u>ADD ZONE RATE</u> |
| Cement Mason-Journeyman | 49.03 |
| Cement Mason-Foreman | 52.55 |
| Cement Mason-General Foreman | 54.31 |
| | |
| ELECTRICIAN- COMMUNICATION TECHNICIAN | <u>ADD ZONE RATE</u> |
| Installer/Technician | 42.51 |
| Senior Installer/Technician | 59.39 |
| Installer/Technician Foreman | 64.04 |
| Installer/Technician General Foreman | 68.67 |
| | |
| ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR | |
| Groundman | 38.54 |
| Lineman | 57.91 |
| Foreman | 63.47 |

2014-2015 Prevailing Wage Rates – Clark County

| | |
|--------------------------|-------|
| General Foreman | 69.13 |
| Heavy Equipment Operator | 47.42 |

ELECTRICIAN-NEON SIGN

| | |
|-----------------------|-------|
| Electrician-Neon Sign | 47.28 |
|-----------------------|-------|

ELECTRICIAN-WIREMAN

[ADD ZONE RATE](#)

| | |
|-------------------------|-------|
| Wireman-Journeyman | 59.75 |
| Wireman-Cable Splicer | 60.27 |
| Wireman-Foreman | 64.44 |
| Wireman-General Foreman | 69.12 |

ELEVATOR CONSTRUCTOR

| | |
|--|-------|
| Elevator Constructor-Journeyman Mechanic | 73.13 |
| Elevator Constructor-Mechanic In Charge | 80.54 |

FENCE ERECTOR

| | |
|---------------|-------|
| Fence Erector | 21.09 |
|---------------|-------|

FLAGPERSON

[ADD LABORER ZONE RATE](#)

| | |
|------------|-------|
| Flagperson | 46.29 |
|------------|-------|

FLOOR COVERER

| | |
|--------------------------|-------|
| Floor Coverer-Journeyman | 44.27 |
| Floor Coverer-Foreman | 49.17 |

GLAZIER

| | |
|--------------------|-------|
| Glazier-Journeyman | 62.72 |
| Glazier-Foreman | 66.88 |

HIGHWAY STRIPER

| | |
|-----------------|-------|
| Highway Striper | 38.55 |
|-----------------|-------|

HOD CARRIER-BRICK MASON TENDER

[ADD LABORER ZONE RATE](#)

| | |
|-------------|-------|
| Brick Mason | 48.10 |
|-------------|-------|

HOD CARRIER-PLASTERER TENDER

[ADD LABORER ZONE RATE](#)

| | |
|-----------------------------|-------|
| Plasterer Tender-Journeyman | 49.19 |
| Plasterer Tender-Foreman | 51.19 |

2014-2015 Prevailing Wage Rates – Clark County

Plasterer Tender-General Foreman 52.19

IRON WORKER

Ironworker-Journeyman 60.30

Ironworker-Foreman 63.65

Ironworker-General Foreman 67.34

LABORER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1 47.79

Group 2 48.00

Group 3 48.10

Group 4 48.19

Group 5 48.29

Group 6A 50.95

Group 6B 50.45

Group 6C 50.20

Group 6D 50.81

Group 6E 50.45

Group 7 48.10

Foreman \$2.00 above highest paid journeyman supervised.

General Foreman \$3.00 above highest paid foreman supervised.

MECHANICAL INSULATOR

ADD ZONE RATE

Mechanical Insulator-Journeyman 59.23

Mechanical Insulator-Foreman 62.51

Mechanical Insulator-General Foreman 65.79

MILLWRIGHT

ADD ZONE RATE

Millwright-Journeyman 54.76

Millwright-Welder 55.76

Millwright-Foreman 58.24

Millwright-General Foreman 62.07

OPERATING ENGINEER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1 61.89

Group 2 62.84

2014-2015 Prevailing Wage Rates – Clark County

| | |
|----------|-------|
| Group 3 | 63.13 |
| Group 4 | 64.62 |
| Group 5 | 65.72 |
| Group 6 | 64.84 |
| Group 7 | 65.94 |
| Group 8 | 64.95 |
| Group 9 | 66.05 |
| Group 10 | 65.07 |
| Group 11 | 66.17 |
| Group 12 | 65.24 |
| Group 13 | 65.34 |
| Group 14 | 65.37 |
| Group 15 | 65.45 |
| Group 16 | 65.57 |
| Group 17 | 65.74 |
| Group 18 | 65.84 |
| Group 19 | 65.95 |
| Group 20 | 66.07 |
| Group 21 | 66.24 |
| Group 22 | 66.34 |
| Group 23 | 66.45 |
| Group 24 | 66.57 |
| Group 25 | 66.74 |

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

**OPERATING ENGINEER:
CRANES, PILEDRIVING, & HOISTING EQUIPMENT**

SEE GROUP CLASSIFICATIONS ADD ZONE RATE

Group 1

| | |
|-------------------|-------|
| Engineer Oiler | 65.57 |
| Forklift Operator | 64.48 |

Group 2

| | |
|-------------------|-------|
| Truck Crane Oiler | 65.57 |
|-------------------|-------|

Group 3

| | |
|---------------------------------|-------|
| A-Frame or Winch Truck Operator | 64.48 |
| Ross Carrier Operator (Jobsite) | 64.48 |

Group 4

| | |
|---|-------|
| Bridge-Type Unloader and Turntable Operator | 64.62 |
| Helicopter Hoist Operator | 64.62 |

2014-2015 Prevailing Wage Rates – Clark County

Group 5

| | |
|--|-------|
| Hydraulic Boom Truck (Pitman) | 64.84 |
| Stinger Crane (Austin-Western or Similar Type) | 64.84 |
| Tugger Hoist Operator (1 Drum) | 64.84 |

Group 6

| | |
|--|-------|
| Bridge Crane Operator | 64.95 |
| Cretor Crane Operator | 64.95 |
| Hoist Operator (Chicago Boom and Similar Type) | 64.95 |
| Lift Mobile Operator | 64.95 |
| Lift Slab Machine Operator (Vagtborg and Similar Types) | 64.95 |
| Material Hoist/Manlift Operator | 64.95 |
| Polar Gantry Crane Operator | 64.95 |
| Self Climbing Scaffold (or Similar Type) | 64.95 |
| Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.) | 64.95 |
| Silent Piler | 64.95 |
| Tugger Hoist Operator (2 Drum) | 64.95 |

Group 7

| | |
|--|-------|
| Pedestal Crane Operator | 65.07 |
| Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.) | 65.07 |
| Tower Crane Repairman | 65.07 |
| Tugger Hoist Operator (3 Drum) | 65.07 |

Group 8

| | |
|---|-------|
| Crane Operator (up to and including 25 ton capacity) | 67.04 |
| Crawler Transporter Operator | 65.24 |
| Derrick Barge Operator (up to and including 25 ton capacity) | 65.24 |
| Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity) | 65.24 |
| Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.) | 65.24 |

Group 9

| | |
|--|-------|
| Crane Operator (over 25 tons up to and including 50 tons M.R.C.) | 67.04 |
| Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.) | 65.41 |
| Highline Cableway Operator | 65.41 |
| Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.) | 65.41 |
| K-Crane | 65.41 |

2014-2015 Prevailing Wage Rates – Clark County

| | |
|--|-------|
| Polar Crane Operator | 65.41 |
| Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator) | 65.41 |

Group 10

| | |
|---|-------|
| Crane Operator (over 50 tons, up to and including 100 tons M.R.C.) | 68.46 |
| Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.) | 66.41 |
| Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.) | 66.41 |
| Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.) | 68.46 |

Group 11

| | |
|--|-------|
| Crane Operator (over 100 tons, up to and including 200 tons M.R.C.) | 68.96 |
| Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.) | 67.41 |
| Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.) | 67.41 |
| Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.) | 68.96 |
| Tower Crane Operator and Tower Gantry | 69.41 |

Group 12

| | |
|---|-------|
| Crane Operator (over 200 tons up to and including 300 tons M.R.C.) | 71.60 |
| Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.) | 68.41 |
| Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.) | 68.41 |
| Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.) | 71.60 |

Group 13

| | |
|---|-------|
| Crane Operator (over 300 tons) | 72.97 |
| Derrick Barge Operator (over 300 tons) | 69.41 |
| Helicopter Pilot | 69.41 |
| Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons) | 69.41 |
| Mobile Tower Crane Operator (over 300 tons) | 72.97 |
| Add \$.50 per hour for "Special" Shift | |
| Add \$1.00 per hour for "Multiple" Shift | |

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OPERATING ENGINEER-SURVEYORSEE [GROUP CLASSIFICATIONS](#)[ADD ZONE RATE](#)

| | |
|----------|-------|
| Group 1 | 63.81 |
| Group 2 | 64.62 |
| Group 3 | 64.84 |
| Group 4 | 65.12 |
| Group 5 | 65.24 |
| Group 6 | 65.34 |
| Group 7 | 65.37 |
| Group 8 | 65.74 |
| Group 9 | 65.87 |
| Group 10 | 66.37 |

OPERATING ENGINEER –TUNNELSEE [GROUP CLASSIFICATIONS](#)[ADD ZONE RATE](#)

| | |
|---------|-------|
| Group 1 | 63.74 |
| Group 2 | 64.69 |
| Group 3 | 65.03 |
| Group 4 | 65.12 |
| Group 5 | 65.34 |
| Group 6 | 65.45 |
| Group 7 | 65.57 |
| Group 8 | 65.74 |
| Group 9 | 65.87 |

PAINTER

| | |
|--------------------|-------|
| Painter-Journeyman | 50.45 |
| Painter-Foreman | 53.66 |

PILEDRIIVER

| | |
|--|-------|
| Driverman, Rigman, Bridge and Dock Carpenter | 53.96 |
| Certified Welder | 54.96 |
| Piledriver-Foreman | 57.63 |
| Diver-Diving (wet pay) | 99.96 |
| Stand-By Diver | 58.63 |
| Tender | 57.63 |

PLASTERER[ADD ZONE RATE](#)

| | |
|----------------------|-------|
| Plasterer-Journeyman | 47.51 |
| Plasterer-Foreman | 50.85 |

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Plasterer-General Foreman 52.52

PLUMBER/PIPEFITTER [ADD ZONE RATE](#)

Plumber/Pipefitter-Journeyman 59.68

Plumber-Foreman 63.54

Plumber-General Foreman 67.39

REFRIGERATION

Refrigeration-Journeyman 59.68

Refrigeration-Foreman 63.54

Refrigeration-General Foreman 67.39

ROOFER

(Does not include sheet metal roofs)

Roofer-Journeyman 32.39

Roofer-Foreman 37.26

SHEET METAL WORKER [ADD ZONE RATE](#)

Sheet Metal-Journeyman 63.67

Sheet Metal-Foreman 67.82

Sheet Metal-General Foreman 71.96

SPRINKLER FITTER

Sprinkler Fitter-Journeyman 59.57

Sprinkler Fitter-Foreman 62.32

Sprinkler Fitter-General Foreman 64.57

TAPER

Taper 50.45

TILE SETTER/TERRAZZO WORKER/MARBLE MASON [ADD ZONE RATE](#)

Tile Setter/Terrazzo Worker/Marble Mason-Finisher 33.25

Tile Setter 51.41

Terrazzo Worker/Marble Mason 51.41

TRAFFIC BARRIER ERECTOR [ADD LABORER ZONE RATE](#)

Traffic Barrier Erector 47.79

TRUCK DRIVER

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SEE GROUP CLASSIFICATIONS

| | |
|--|-------|
| Group 1 | 48.50 |
| Group 2 | 48.60 |
| Group 3 | 48.81 |
| Group 4 | 48.99 |
| Group 5 | 49.14 |
| Group 6 | 49.49 |
| Foreman \$1.00 above highest paid journeyman supervised. | |

ADD ZONE RATE

WELL DRILLER

| | |
|--------------|-------|
| Well Driller | 14.09 |
|--------------|-------|

EQUIPMENT GREASER (RACK)

| | |
|--------------------------|-------|
| Equipment Greaser (rack) | 63.13 |
|--------------------------|-------|

ADD OPERATING ENGINEER ZONE RATE

EQUIPMENT GREASER (GREASE TRUCK)

| | |
|----------------------------------|-------|
| Equipment Greaser (grease truck) | 65.72 |
|----------------------------------|-------|

ADD OPERATING ENGINEER ZONE RATE

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)

| | |
|--|-------|
| Equipment Greaser (grease truck/multi-shift) | 64.62 |
|--|-------|

ADD OPERATING ENGINEER ZONE RATE

TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)

| | |
|--|-------|
| Tunnel, Equipment Greaser (grease truck) | 65.34 |
|--|-------|

ADD OPERATING ENGINEER ZONE RATE

FIELD SOILS AND MATERIAL TESTER

| | |
|---------------------------------|-------|
| Field Soils and Material Tester | 62.84 |
|---------------------------------|-------|

ADD OPERATING ENGINEER ZONE RATE

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)

| | |
|--|-------|
| Field Asphaltic Concrete (soils and material tester) | 64.62 |
|--|-------|

ADD OPERATING ENGINEER ZONE RATE

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Job Descriptions for Recognized Classes of Workmen

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

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;

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4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

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

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;

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3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

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

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

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

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

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;

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2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;
10. Handling and installation of all electrical equipment, appliances, apparatus and materials at the site of the public work and necessary to the execution of the contract for the public work.

ELEVATOR CONSTRUCTOR, includes but is not limited to:

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

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;

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2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

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

GLAZIER, includes but is not limited to:

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

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

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

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

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

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

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER, includes but is not limited to:

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

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;

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6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

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

MILLWRIGHT, includes but is not limited to:

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

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

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PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

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

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

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;

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7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

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

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

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;

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5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

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

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR, includes but is not limited to:

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

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;

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5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

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

TILE SETTER, includes but is not limited to:

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

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

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

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.

(Also, see descriptions listed with Truck Driver rates, if any)

WELL DRILLER, includes but is not limited to:

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1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

LABORER

Group 1

Construction Clean-Up
 Dry packing of concrete & filling of form bolt holes
 File grader, highway & street paving, airport runways & similar type heavy construction
 Gas & oil pipeline laborer
 Guinea chaser
 Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
 Laborer, packing rod steel & pans
 Laborer, temporary water lines (portable type)
 Landscape gardener
 Nurseryman
 Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
 Underground laborer, including caisson bellowers
 Scaffold Erector (under 14 ft.)
 Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
 Materials Handler – (incidental to trade)
 Tool Crib
 Light Crib
 Light Tool Repairman
 Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
 Mechanical Stabilized Earth Wall
 Construction Clean Up
 Certified Firewatch

Group 2

Asphalt raker, ironer, spreader, luteman
 Buggymobile man
 Cement dumper (on one yard or larger mixers & handling bulk cement)
 Cesspool digger and installer
 Chucktender (except tunnels)
 Concrete core cutter
 Concrete curer, impervious membrane and oiler of all materials

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Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers: sewer pipe, drain pipe and underground tile.
Cement dumper (on one yard or larger mixers and handling bulk cement
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4

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

Group 5

Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)

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Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6

Miner and Bullgang

Group 7

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

OPERATING ENGINEER, includes but is not limited to:

Group 1

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

Group 2

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

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Group 3

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

Group 4

Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super
Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30'
maximum)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5

No current classification

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100

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Bucket or similar types - Watson 1000 Auger or similar types -
Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Welder - General

Group 7

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Guniting Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150
Bucket or similar types - Watson 1500, 2000, 2500 Auger or
similar types - Texoma 700, 800 Auger or similar types -
drilling depth of 60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator

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Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Require Group II)
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9

Heavy Duty Repairman (Multi-Shift)

Group 10

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)

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Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11

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

Group 12

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

Group 13

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

Group 14

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)
Canal Trimmer Operator
Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all

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attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16

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

Group 17

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

Group 18

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

Group 19

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

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

Group 20

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

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

Group 21

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

Group 22

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

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Group 23

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

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

Group 24

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

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

Group 25

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

OPERATING ENGINEER-CRANES, PILEDIVING AND HOISTING EQUIPMENT

Group 1

Engineer Oiler
Forklift Operator

Group 2

Truck Crane Oiler

Group 3

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

Group 4

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5

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

Group 6

Bridge Crane Operator

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

Group 7

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

Group 8

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

Group 9

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

Group 10

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

Group 11

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

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Tower Crane Operator and Tower Gantry

Group 12

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

Group 13

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

SURVEYOR GROUP CLASSIFICATIONS

Group 1

Chainman

Group 2

Rodman

Group 3

Instrument man

Group IV

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

Group V

Party Chief

Group VI

E.D.M. or Fathometer Instrument man

Group VII

Certified Party Chief

Group VIII

Hydrographic Engineer Party Chief

Group IX

Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group X

Chief of Parties

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Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1

Heavy Duty Repairman Helper

Group 2

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

Group 3

Power - Driver Jumbo Form Setter Operator

Group 4

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

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder - General

Group 6

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

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd.)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

Group 7

Heavy Duty Repairman-Welder Combination

Group 8

No current classification

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Group 9

Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

Drivers of trucks and trailers in combination (six axles or more).

Group 6

All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

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ZONE RATES

BRICKLAYER

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

| | |
|---------------|--------|
| 0-40 Miles | \$0.00 |
| 41-50 Miles | \$2.50 |
| 51-70 Miles | \$5.00 |
| Over 70 Miles | \$7.50 |

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

CARPENTER

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

| | |
|-----------------------|--------|
| Zone 1-0 to 40 miles | \$0.00 |
| Zone 2-41 to 60 miles | \$2.50 |
| Zone 3-Over 60 miles | \$4.25 |
| Laughlin area | \$2.00 |

CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

| | |
|----------------------|--------|
| Zone 1-0 to 50 miles | \$0.00 |
| Zone over 50 miles | \$3.25 |

ELECTRICIAN COMMUNICATION TECHNICIAN

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

| | |
|--------------------------|--------|
| Zone 1- 0 to 25 miles | \$0.00 |
| Zone 2- 26 to 55 miles | \$2.50 |
| Zone 3-56 miles and over | \$3.50 |

ELECTRICIAN-WIREMAN

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

| | |
|-----------------------|--------|
| Zone 1-0 to 25 miles | \$0.00 |
| Zone 2-26 to 55 miles | \$2.50 |
| Zone 3-over 55 miles | \$3.50 |

2014-2015 Prevailing Wage Rates – Clark County

LABORER

In addition to: LABORER, FLAGPERSON, HOD CARRIER BRICK MASON TENDER, HOD CARRIER PLASTERER, and TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas,

Nevada:

| | |
|--------------------------|---------------------------------|
| Zone 1-0 to 50 Miles | \$0.00 |
| Zone 2-50 Miles and Over | \$3.75 including Laughlin area. |

MECHANICAL INSULATOR

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Clark County Courthouse:

| | |
|----------------------------|--------|
| Zone 1-20-45 miles- | \$3.75 |
| Zone 2-45-75 miles- | \$5.00 |
| Zone 3-75-150 miles- | \$7.50 |
| Zone 4-150 miles and over- | \$8.75 |

MILLWRIGHT

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

| | |
|--------------------------|--------|
| Zone 1-0 to 20 miles | \$0.00 |
| Zone 2-21 to 40 miles | \$1.50 |
| Zone 3-41 miles and over | \$3.25 |

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; CRANES, PILEDIVING AND HOISTING EQUIPMENT, SURVEYOR, TUNNEL, EQUIPMENT GREASER (RACK), EQUIPMENT GREASER (GREASE TRUCK), EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT), TUNNEL, EQUIPMENT GREASER (GREASE TRUCK), FIELD SOILS AND MATERIAL TESTER and FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

| | |
|-----------------------|--------|
| Zone 1-0 to 20 miles | \$0.00 |
| Zone 2-21 to 40 miles | \$2.00 |
| Zone 3-41 to 60 miles | \$3.00 |
| Zone 4-over 60 miles | \$3.50 |

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

| | |
|----------------------|--------|
| Zone 1-0 to 50 miles | \$0.00 |
| Zone over 50 miles | \$3.25 |

2014-2015 Prevailing Wage Rates – Clark County

PLUMBER/PIPEFITTER

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

| | |
|--------------------------|---------|
| Zone 1-0-20 miles | \$ 0.00 |
| Zone 2-21-45 miles | \$3.75 |
| Zone 3-46-75 miles | \$7.50 |
| Zone 4-76 miles and over | \$11.25 |

SHEET METAL WORKER

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

| | |
|------------------------|-----------------------------|
| Zone 1-0 to 30 miles | \$0.00 |
| Zone 2-31 to 50 miles | \$2.50 |
| Zone 3-51 to 100 miles | \$3.50 (including Laughlin) |
| Zone 4-over 100 miles | \$5.00 |

TILE/TERRAZZO WORKER/MARBLE MASON

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

| | |
|---------------|--------|
| 0-40 Miles | \$0.00 |
| 41-50 Miles | \$2.50 |
| 51-70 Miles | \$4.37 |
| Over 70 Miles | \$6.87 |

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

TRUCK DRIVER

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

| | |
|-----------------------|--------|
| Zone 1-0 to 30 miles | \$0.00 |
| Zone 2-31 to 50 miles | \$1.50 |
| Zone 3-51 to 70 miles | \$2.50 |
| Zone 4-Over 70 miles | \$3.50 |

2014-2015 Prevailing Wage Rates – Clark County

APPENDIX 23

INCENTIVE PAYMENTS / INTERIM MILESTONE COMPLETION LATE CHARGES

Incentive payment for Early Substantial Completion

As an inducement to Design-Builder to achieve Substantial Completion in advance of the Substantial Completion Deadline, if Design-Builder achieves Substantial Completion prior to the Substantial Completion Deadline, Design-Builder shall be entitled to receive an incentive payment (“Incentive Payment”) of \$100,000.00 per day, for each day in advance of the Substantial Completion Deadline, up to a maximum aggregate amount of \$6,000,000.00.

1. Incentive Payments associated with Interim Milestones

1.1. As an inducement to Design-Builder to achieve the Interim Milestone Completion in advance of the durations specified in this Appendix 23, if Design-Builder achieves Interim Milestone Completion in advance of an Interim Milestone Completion Duration, the Department agrees to pay Design-Builder incentive payments (“Interim Milestone Completion Incentive Payments”) as follows:

(a) If Design-Builder achieves the I-15 Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than [____] ***[to be inserted from Form N of Proposer’s Proposal]*** days (“Interim Milestone Completion Duration” for the I-15 Department Project Infrastructure), Design-Builder will be entitled to receive \$100,000.00 per day for each day in advance of the Interim Milestone Completion Duration, up to a maximum aggregate amount of Interim Milestone Completion Incentive Payments for the Interim Milestone under this Section 2.1(a) of Appendix 23 of \$6,000,000.00.

(b) If Design-Builder achieves the US-95 Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than [____] ***[to be inserted from Form N of Proposer’s Proposal]*** days (“Interim Milestone Completion Duration” for the US-95 Department Project Infrastructure), Design-Builder will be entitled to receive \$97,000.00 per day for each day in advance of the Interim Milestone Completion Duration, up to a maximum aggregate amount of Interim Milestone Completion Incentive Payments for the Interim Milestone under this Section 2.1(b) of Appendix 23 of \$5,820,000.00.

(c) If Design-Builder achieves the WS-Ramp Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than [____] ***[to be inserted from Form N of Proposer’s Proposal]*** days (“Interim Milestone Completion Duration” for the WS-Ramp Department Project Infrastructure), Design-Builder will be entitled to receive \$70,000.00 per day for each day in advance of the Interim Milestone Completion Duration, up to a maximum aggregate amount of Interim

Milestone Completion Incentive Payments for the Interim Milestone under this Section 2.1(c) of Appendix 23 of \$700,000.00.

(d) If Design-Builder achieves the NE-Ramp Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than [___] **[to be inserted from Form N of Proposer's Proposal]** days ("Interim Milestone Completion Duration" for the NE-Ramp Department Project Infrastructure), Design-Builder will be entitled to receive \$100,000.00 per day for each day in advance of the Interim Milestone Completion Duration, up to a maximum aggregate amount of Interim Milestone Completion Incentive Payments for the Interim Milestone under this Section 2.1(d) of Appendix 23 of \$1,000,000.00.

(e) If Design-Builder achieves the Grand Central Parkway Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than [___] **[to be inserted from Form N of Proposer's Proposal]** days ("Interim Milestone Completion Duration" for the Grand Central Parkway Local Agency Infrastructure), Design-Builder will be entitled to receive \$5,000.00 per day for each day in advance of the Interim Milestone Completion Duration, up to a maximum aggregate amount of Interim Milestone Completion Incentive Payments for the Interim Milestone under this Section 2.1(e) of Appendix 23 of \$100,000.00.

1.2. Design-Builder shall be entitled to invoice the Department for any Interim Milestone Completion Incentive Payments under this Section 2 upon completion of each Interim Milestone listed in Section 2.1. Within sixty (60) days after receipt by the Department of each complete invoice for an Interim Milestone Completion Incentive Payment (including all required materials and reports), the Department shall pay Design-Builder the amount of the invoice approved for payment less any applicable Retainage and less any amounts which the Department is otherwise entitled to withhold or deduct in accordance with Section 12.3 of the Contract.

2. Interim Milestone Completion Late Charges

2.1. Design-Builder understands and agrees that if Design-Builder fails to complete the Work required for Interim Milestone Completion in accordance with the Contract Documents, the Department will suffer damages that cannot be quantified as of the date of execution hereof. Therefore, Design-Builder and the Department have agreed to stipulate to the amount payable by Design-Builder in the event of its failure to achieve Interim Milestone Completion of any Interim Milestone by the applicable Interim Milestone Completion Duration.

2.2. Design-Builder shall be liable for and pay to the Department liquidated damages with respect to any failure to achieve Interim Milestone Traffic Opening by the applicable Interim Milestone Completion Duration ("Interim Milestone Completion Late Charges"). Such liability shall apply even though (a) a cure period remains available to Design-Builder and (b) cure occurs. The amounts of such Interim Milestone Completion Late Charges are as follows:

(a) If Design-Builder fails to achieve the I-15 Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than or equal to [___] ***[to be inserted from Form N of Proposer's Proposal]*** days ("Interim Milestone Completion Duration" for the I-15 Department Project Infrastructure), Design-Builder shall be charged \$170,000.00 per day for each day after the Interim Milestone Completion Duration through the date of Interim Milestone Completion.

(b) If Design-Builder fails to achieve the US-95 Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than or equal to [___] ***[to be inserted from Form N of Proposer's Proposal]*** days ("Interim Milestone Completion Duration" for the US-95 Department Project Infrastructure), Design-Builder shall be charged \$97,000.00 per day for each day after the Interim Milestone Completion Duration through the date of Interim Milestone Completion.

(c) If Design-Builder fails to achieve the WS-Ramp Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than or equal to [___] ***[to be inserted from Form N of Proposer's Proposal]*** days ("Interim Milestone Completion Duration" for the WS-Ramp Department Project Infrastructure), Design-Builder shall be charged \$70,000.00 per day for each day after the Interim Milestone Completion Duration through the date of Interim Milestone Completion.

(d) If Design-Builder fails to achieve the NE-Ramp Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than or equal to [___] ***[to be inserted from Form N of Proposer's Proposal]*** days ("Interim Milestone Completion Duration" for the NE-Ramp Department Project Infrastructure), Design-Builder shall be charged \$100,000.00 per day for each day after the Interim Milestone Completion Duration through the date of Interim Milestone Completion.

(e) If Design-Builder fails to achieve the Grand Central Parkway Interim Milestone Completion in accordance with Section 1.1.6 of the Technical Provisions in less than or equal to [___] ***[to be inserted from Form N of Proposer's Proposal]*** days ("Interim Milestone Completion Duration" for the Grand Central Parkway Local Agency Infrastructure), Design-Builder shall be charged \$5,000.00 per day for each day after the Interim Milestone Completion Duration through the date of Interim Milestone Completion.

2.3. Design-Builder shall make payment of the Interim Milestone Completion Late Charges in accordance with Section 17.5 of the Contract.

APPENDIX 24

PRICES FOR BRIDGE REHABILITATION WORK]

*[Unit Pricing and Approximated Quantities appearing on ITP Pricing
Form M-1.2 to be inserted in execution version]*