

## DESIGN-BUILD CONTRACT

**THIS DESIGN-BUILD CONTRACT** (the "Contract") is made and entered into on \_\_\_\_\_, by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "Owner") and CORE West, Inc., (a corporation organized and existing under the laws of the State of Nevada and authorized to do business in the State of Nevada), (the "Design-Build Team").

### WITNESSETH:

**WHEREAS**, the Design-Build Team having submitted a Design-Build Proposal to the Owner for the design and construction of the project commonly known and referred to as "A Project", RFFP No. (24.MWB093.C1-TF); and PWP #CL- 2024-182; and,

**WHEREAS**, the City Council, after due consideration of the submitted proposals, awarded a contract to the Design- Build Team for both the design and construction of the Project in the maximum amount set forth below.

**NOW, THEREFORE**, in consideration of the above, the parties hereto agree to the following:

**1. PROJECT DESCRIPTION.** The Project consists of the design and construction of the 24.MWB093.C1-TF Skye Canyon/Providence LVMPD Substation & Park Project which is fully set forth and described in the Bridging Documents (defined in the General Conditions attached hereto).

### **2. DESIGN AND CONSTRUCTION COVENANT.**

a) In General. The Design-Build Team hereby covenants and agrees to furnish the design of the Project in accordance with all professional architectural and engineering principles generally accepted as standards of the profession in the State and shall construct the Project as designed, free from defects and deficiencies, all in compliance with the requirements of the Contract. The Design-Build Team shall be responsible for performing and completing, and for causing all of its Subconsultants and Subcontractors to perform and complete the requirements set forth in the Contract and all applicable laws. The Design-Build Team covenants and warrants that the design and construction of the Project, and the materials incorporated therein, shall meet the performance requirements of the Owner as described in the Contract. The Design-Build Team shall assume overall responsibility for ensuring that the design and construction of the public work is completed in a satisfactory manner.

b) Project Design. The Design-Build Team shall use the key personnel of the design firm or firms identified in the Proposal to provide the professional design services (architectural and engineering services) necessary for the preparation of the Construction Documents for the Project. The Design-Build Team shall be responsible for all errors, omissions, inconsistencies or other deficiencies in the design of the Project and in the Construction Documents. The Construction Documents shall be prepared by qualified architects, engineers and other professionals, selected and paid for by the Design- Build Team and duly licensed in the state of Nevada.

c) Project Construction. The Design-Build Team shall furnish all labor, materials, equipment, transportation and other services necessary for construction of the Project (including, without limitation, the site work, structures, utilities and landscaping) in accordance with the Construction Documents approved by the Owner and other applicable requirements of the Contract. The Design-Build Team hereby covenants and agrees to undertake and complete the Work (defined in the General Conditions attached hereto) in a good, substantial and workmanlike manner in compliance with the Contract.

**3. CONTRACT AMOUNT.** For performance of the Work, the Owner agrees to pay the Design-Build Team the following maximum amount for the Work required by this Contract: Twenty-Seven Million Two Hundred Forty-Three Thousand Seven Hundred Eighteen and No/100's (\$27,243,718) (the "Contract Amount"). The maximum amount to be paid for the performance of the professional design services required by the Contract is: One Million Three Hundred Thirty-Two Thousand Two Hundred Twenty and No/100's \$1,332,220.00 (which is included in the Contract Amount). The Contract Amount includes: Cost of Work, Professional Design services, Owner's Contingency\*, Owner's Contingency – Material Economic Impact\*\* which is comprised of Conflicts and Contingencies, Additional Allowances\*\*\*, and itemized changes issued by Owner.

The Contract Amount Maximum for the entire work on the Project consists of:

A. Cost of Work – Professional Design Services .....	\$ 1,332,220.00
B. Cost of Work – Construction.....	\$ 22,030,835.00
C. Owner's Contingency* .....	\$ 2,355,590.00
D. Owner's Contingency – Material Economic Impact** .....	\$ 900,073.00
E. Additional Allowances*** .....	\$ 625,000.00
<b>Total Contract Amount Maximum Not-to-Exceed</b>	<b><u>\$27,243,718.00</u></b>

\* **Owner's Contingency** – shall only be used at the discretion of the Owner and shall be agreed upon by Owner in writing. Each expenditure shall include all associated Cost of Work, profit and design fee; when calculating the profit, both parties agree to the same percentages as calculated for the project. The Owner's Contingency shall consist of 1) Conflicts and Contingencies, 2) Itemized Changes.

**\*\*Owner's Contingency – Material Economic Impact** – In the event that there are significant increases in the prices that Design-Build Team pays for materials and supplies for the work to be performed between the date the Contract is signed and the date that materials are purchased for the work to be performed, Design-Build Team may be entitled to additional compensation from Owner from the Owner's Contingency-Material Economic Impact as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of ten percent (10%) or more. This would apply, but not be limited to, price increases in lumber, plywood, steel, concrete, roofing materials, manufactured products, and equipment, and includes applicable sales and use tax. This clause does not apply to fuel or labor costs. In such a case, Design-Build Team must promptly document this price increase through the use of quotes, supplier list prices, invoices, or receipts that deviate from the original amount as of the date the Contract is signed. Owner shall promptly consider such documentation and provide a written response to Design-Build Team. If approved, Design-Build Team shall include said increase in the next payment application as a separate line item charge against the Owner's Contingency-Material Economic Impact. Notwithstanding the foregoing, the maximum amount to be paid to Design-Build Team shall not exceed the Owner's Contingency-Material Economic Impact amount listed in this Contract.

**\*\*\* Additional Allowances** – shall only be used at the discretion of the Owner and shall be agreed upon by Owner in writing. The Allowance is for the items detailed below and are beyond what was proposed in the Design-Build Team proposal. All Owner's Contingency Additional Allowances shall be approved in writing by the Owner prior to any expenditures or work performed and shall be limited to the items listed below. Each expenditure shall include all associated Cost of Work, profit and design fees. When calculating the profit the parties agree to the same percentages as calculated for the project.

1. Smart Cities Not-to-Exceed \$125,000
2. Dry Utility Infrastructure Not-To-Exceed \$500,000

**4. DOCUMENT INCORPORATION.** The Contract consists of this three page document and the following documents incorporated herein by this reference as a part hereof:

- a) Design-Build Response Attachments, Exhibit "A" attached hereto
  - i) Design-Build Proposal
  - ii) Resumes for Key Personnel
  - iii) Subconsultant and Subcontractor List
  - iv) Certificate – Disclosure of Ownership
- b) General Conditions, Exhibit "B" attached hereto
- c) Bridging Documents, dated February 29, 2024, Exhibit "C" attached hereto

Addenda No. 2, dated April 1, 2024 (Addenda No. 1 had no contractual significance and is excluded from the Contract)



d) Prevailing Wage Rates, Exhibit "D" attached hereto

**5. COMMENCEMENT AND COMPLETION DEADLINE.** Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Design Notice to Proceed, and shall complete all work within 711 calendar days of the commencement date.

**6. LIQUIDATED DAMAGES.** The Design-Build Team agrees that time is of the essence of this Contract and further agrees to satisfactorily complete the Work in accordance with the Contract Documents. If the Design-Build Team shall neglect, fail, or refuse to complete the Work for any reason within the time specified for Substantial Completion in the Contract plus any adjustments to the Contract Time resulting from approved Change Orders, then the Design-Build Team does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, as follows:

Liquidated damages shall not accrue after the date of Substantial Completion provided the Design-Build Team completes all punch-list work within thirty (30) calendar days after the date of the Certificate of Substantial Completion. Liquidated damages shall accrue at the sum of **\$3,000 per calendar day** if the Design-Build Team does not complete all punch-list work within the time limit stipulated in the Certificate of Substantial Completion.

The said amounts are fixed and agreed on by and between the Design-Build Team and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Design-Build Team to complete the Work on time, such as architectural and engineering inspection, supervision and contract administration, loss of revenue, cancellation costs for schedule performances, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Design-Build Team.

**7. NOTICES.** Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the Owner: City of Las Vegas  
Manager, Purchasing & Contracts Division  
City Hall, 4th Floor  
495 South Main Street  
Las Vegas, NV 89101-2986

To the Design-Build Team: CORE West, Inc.  
Attn: Mark Hobaica, Executive Vice President  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
Phone: 702-794-0550  
Email: MarkHobaica@COREconstruction.com

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notice may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Design-Build Team.

**IN WITNESS WHEREOF**, the Owner and the Design-Build Team have made and executed this Agreement on the day and year first above written.

**OWNER: City of Las Vegas**

_____ Signature	_____ Date
_____ Printed Name	
_____ Title	

**DESIGN-BUILD TEAM: CORE West, Inc.**

<small>DocuSigned by:</small> <i>Mark Hobaica</i> <small>8212A53AFACD4A2...</small>		9/4/2024   5:26 P
_____ Signature	_____ Date	
Mark Hobaica		
_____ Printed Name		
Executive Vice President		
_____ Title		

**ATTEST:**

_____ Dr. LuAnn D. Holmes, MMC City Clerk	_____ Date
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**APPROVED AS TO FORM:**

<small>DocuSigned by:</small> <i>John S. Ridilla</i> <small>B4B55ADEFB494B5...</small>		9/4/2024   4:07 PM PDT
_____ Deputy City Attorney	_____ Date	
John S. Ridilla		
_____ Printed Name		



# EXHIBIT A

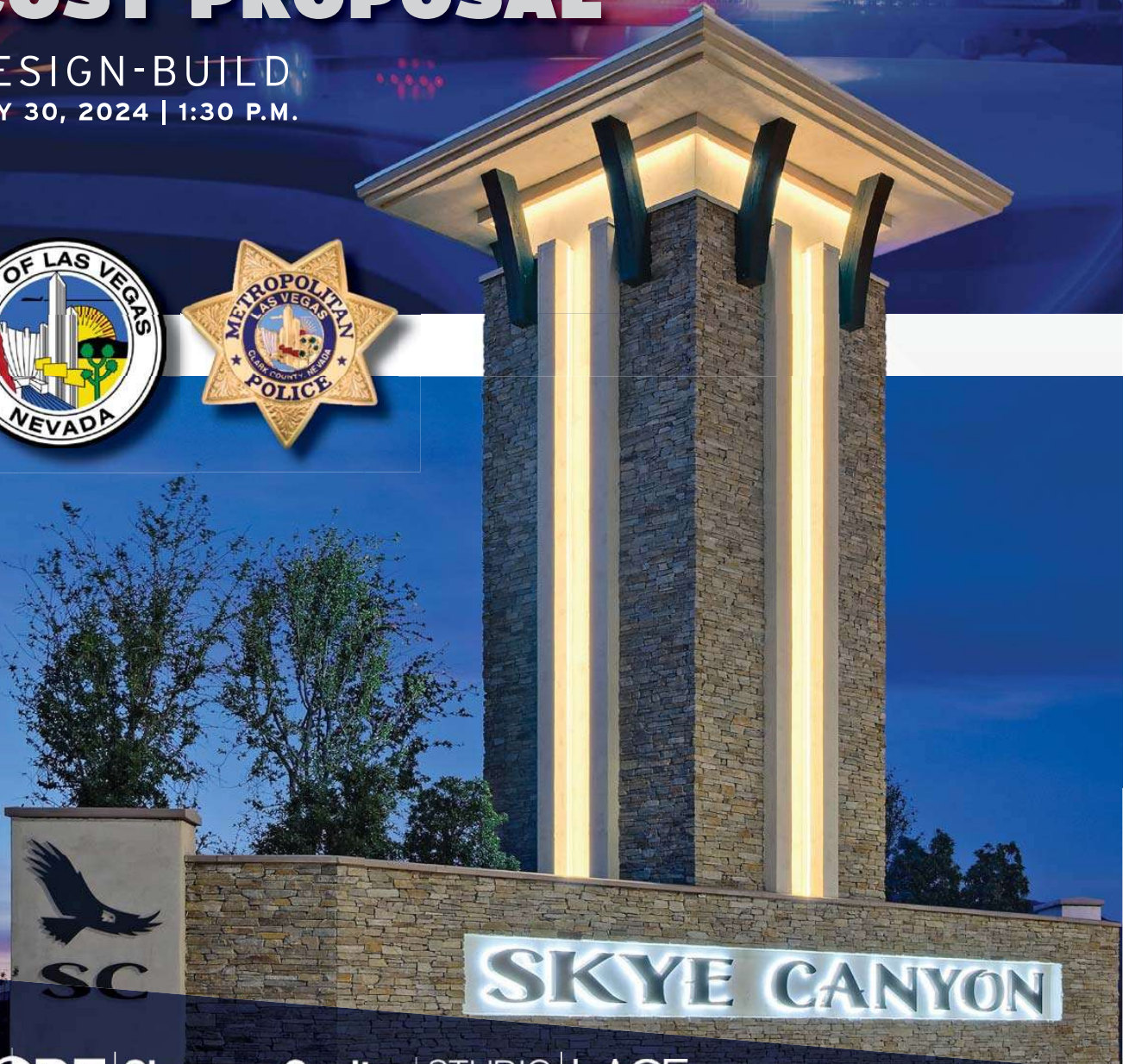
## RESPONSE ATTACHMENTS

# SKYE CANYON LVMPD SUBSTATION & PARK

## RESPONSE ATTACHMENT 1 - COST PROPOSAL

DESIGN-BUILD

MAY 30, 2024 | 1:30 P.M.



Simpson Coulter | STUDIO | LAGE design

PLANNING • ARCHITECTURE • INTERIOR DESIGN

This proposal is submitted in response to Request for Final Proposals No. 24.MWB093.C1-TF.



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1.6 SUBCONSULTANT AND SUBCONTRACTOR INFORMATION

TOWN OF  
MARANA

POLICE

CORE

MARANA POLICE FACILITY

**May 30, 2024**

City of Las Vegas  
Purchasing & Contracts Department  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

# COVER LETTER

**RE: Response to Request for Final Proposals 24.MWB0093.C1-TF | Skye Canyon LVMPD Substation & Park**

Dear Selection Committee Members,

CORE|SC Studio|LAGE is grateful for this opportunity to participate in the Final Proposal selection process. We are excited for the City and selection committee to review in detail our teams proposal of Design-Build services for this new LVMPD Substation & Park in the Skye Canyon development.

Our presence in this next step would not be possible without the creative work of our talented team of design professionals, championed by Simpson Coulter Studio (SC Studio), a seasoned Las Vegas firm consisting of passionate Architects, planners, and environmentally-minded designers. Adding to our inspiring team is LAGE Design (LAGE), a woman-owned group of awarding winning landscape Architects with numerous successful park projects completed throughout the Las Vegas community.

As we highlighted in our Request for Preliminary Proposal submittal, we will continue to bring our vast Design-Build experience, team partnerships and project familiarity which is arguably unmatched in Nevada and for your Skye Canyon LVMPD Substation & Park. Our number one goal is to be given the privileged opportunity to sit side-by-side with you, listen to your goals, better understand the City and LVMPD's desires, and then collaboratively refine and further develop the Substation & Park design into a reality for the expanding northwest region of our City.

For 87 years, CORE's culture has been built on TRUST. Our mission is to earn and retain the TRUST of our Clients, Building Partners, and Employees and to allow the client to decide how to best spend their project funds. Our goal each day is to conduct our business with honesty and transparency while keeping in focus our company VALUES of Integrity and Fairness to achieve the greatest results for our Clients. Enclosed we are providing a premier solution to your project, and we look forward to the opportunity to discuss further in an interview setting and expand up our response to the Skye Canyon LVMPD Substation & Park project.

**CORE is in receipt of and acknowledges Addendum 1 dated 3/11/2024 and Addendum 2 dated 4/1/2024.**

Respectfully submitted,



**Mark Hobaica** AIA, NCARB, DBIA  
**Executive Vice President**

**A:** 7150 Cascade Valley Court, Las Vegas, NV 89128  
**E:** markhobaica@coreconstruction.com | **T:** 702.232.1904



**Sean Coulter** AIA, NCARB, LEED AP  
**Principal-in-Charge**

**A:** 151 East Warm Springs Road, Las Vegas, NV 89119  
**E:** scoulter@simpsoncoulter.com | **T:** 702.435.1150

**Simpson Coulter** | STUDIO  
PLANNING • ARCHITECTURE • INTERIOR DESIGN

CITY OF MESQUITE **MESQUITE FIRE STATION 1**

**CORE** | Simpson Coulter | STUDIO  
PLANNING • ARCHITECTURE • INTERIOR DESIGN



TAB 1.1  
**COVER PAGE**





# COVER PAGE

THE COVER PAGE MUST SHOW THE FINALIST'S LEGAL NAME, ADDRESS, PHONE NUMBER, NAME AND PRIMARY POINT OF CONTACT, E-MAIL ADDRESS, AND THE RFP NUMBER AND TITLE.

## FINALIST'S LEGAL NAME

CORE West, Inc. dba CORE Construction

## PRIMARY POINT OF CONTACT

Mark Hobaica, CORE Executive Vice President

## ADDRESS

7150 Cascade Valley Court, Las Vegas, NV 89128

## EMAIL ADDRESS

markhobaica@coreconstruction.com

## PHONE NUMBER

O: 702.794.0550  
C: 702.232.1904

## RFP NUMBER AND TITLE

24.MWB093.C1-TF  
Skye Canyon LVMPD Substation & Park



COPPELL POLICE HEADQUARTERS





TAB 1.2

# PROPOSAL PRICING FORMS



# PROPOSAL PRICING FORMS

PROVIDE **ATTACHMENT 1, DESIGN-BUILD PROPOSAL FORM**, COMPLETED IN ITS ENTIRETY.

ATTACHMENT





# PROPOSAL PRICING FORMS

PROVIDE **ATTACHMENT 1, DESIGN-BUILD PROPOSAL FORM**, COMPLETED IN ITS ENTIRETY.

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Skye Canyon LVMPD Substation & Park  
Attachment 1

- b. That the Team has inspected the Project site and is satisfied as to the condition thereof in order to complete the Work.
- c. That the Team has carefully checked the Proposal amount(s) set forth in the Cost Proposal Schedule, Attachment 2 hereto, and agrees that the Owner shall not be responsible for any errors or omissions in the preparation and submission of the Proposal.
- d. That the Proposal is genuine and not a sham, collusive or made in the interest of, or on behalf of, any person not named herein.
- e. That the Team has not entered into any verbal agreement or engaged in any conversation with any officer, employee or agent of the Owner that affects or modifies any of the terms or obligations of its Proposal.
- 5. **BIDDER PREFERENCE.** Does the Bidder have a current Certificate of Eligibility issued by the Nevada State Contractors Board?
  - ☒ Yes
  - ☐ No

IN WITNESS WHEREOF, the Team hereby acknowledges and agrees to the terms, conditions and covenants set forth in this Proposal document on this 30th day of May, 2024.

CORE West, Inc. dba CORE Construction

Legal Name of Firm

*Mark Hobaica*

Authorized Signature

Mark Hobaica

Name/Typed or Printed

Executive Vice President

Title

ATTACHMENT





# PROPOSAL PRICING FORMS

PROVIDE **ATTACHMENT 2, COST PROPOSAL FORM**, COMPLETED IN ITS ENTIRETY.

## OPTION ONE BRICKS AND MORTAR BUILDING

COST PROPOSAL	LUMP SUM AMOUNT
Item # 1 - <u>Design</u> of the Project in accordance with the RFP Documents	\$ 1,332,220
Item # 2 - <u>Construction</u> of the Project in accordance with the RFP Documents	\$ 22,030,835
<b>Total Proposal Amount</b>	<b>\$ 23,363,055</b>

**Allowance #01: Smart Cities Owner Allowance** \$125,000\*\*

**Allowance #02: Dry Utility Infrastructure Owner Allowance** \$500,000\*\*

**Allowance #03: Market and Escalation Allowance** \$900,073\*\*

- o All pricing in this proposal is based on current market value.

*\*\*Note: Allowances are anticipated to be carried "below the line" and expenditures will be marked up for costs of Bonds, Insurance and Fee in accordance with Contract.*

---

**Total Contract Value with Allowances: \$24,888,128**

ATTACHMENT  
2



CLARK COUNTY SCHOOL DISTRICT **STRONG START ACADEMY**

**Simpson Coulter** | STUDIO | **LAGE** design  
PLANNING • ARCHITECTURE • INTERIOR DESIGN



TAB 1.3

# DETAILED BREAKDOWN OF PRICING



# DETAILED BREAKDOWN OF PRICING

- PROVIDE **ATTACHMENT 3, SCHEDULE OF VALUES**, COMPLETED IN ITS ENTIRETY.
- TEAM SHALL INCLUDE A BREAKDOWN OF THE OVERHEAD RATES FOR THE LEAD DESIGN AND CONSTRUCTION FIRMS WITH INCLUSION OF THE KEY DATA USED TO ESTABLISH ASSOCIATED RATES.

**NOTE:** Option Two (Alternate #1) Schedule of Values is not included due to very few deviations in cost. Please refer to Basis of Estimate for more information following Attachment 3.

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Skye Canyon LVMPD Substation & Park  
Attachment 3

## ATTACHMENT 3 SCHEDULE OF VALUES

### 1. Professional Services

The cost breakdown required in the following table is intended to provide the owner with an understanding of how the Team established their overall design costs. When completing the following cost-breakdown:

- Costs shall include all mark-up except the Design Build Team's design overhead and profit which are reported separately below the table.
  - Design Build Team's Overhead includes expenses not directly attributable to the project such as home office, payroll taxes, employee fringe benefits (health, vacation, employee insurance, 401K), employer contribution to social security, unemployment insurance, etc.
- Add disciplines as needed to cover all costs.
- Do not delete categories in table although some may be shown as zero cost.

The Owner reserves the right of access to and copies of all Project records including but not limited to services, labor charges, overhead, and subcontracts at all tiers for this analysis and over the course of the Project.

Professional Service (Discipline)	Cost <sup>1</sup>	Firm Name (Indicate if Lead Design Firm)
Architecture	\$ 562,609	Simpson Coulier Studios
Civil Engineering	\$ 185,687	CivilWorks Inc.
Structural Engineering	\$ 51,130	Wright Engineers
Mechanical Engineering	\$ 175,304	TJK Consulting Engineers
Mechanical Engineering (Plumbing, if separate)	\$ Included Above	TJK Consulting Engineers
Electrical Engineering	\$ Included Above	TJK Consulting Engineers
Landscape Architecture	\$ 163,722	LAGE Design
Special Consultant	\$ N/A	N/A
Special Consultant	\$ N/A	N/A
Sub-Total	\$ 1,158,452	

Sub-Total Design \$ 1,158,452  
Design-Build Team's Overhead - Design \$ 115,845  
Design-Build Team's Profit - Design \$ 57,923

Grand Total Design \$ 1,332,220

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit

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Attachment 3

### 2. Construction

The cost breakdown required in the following tables is intended to provide the owner with an understanding of how the Team established their overall construction costs. Teams shall provide their overall construction costs using the major construction components identified in the tables under each construction division. Note: The line items are not intended to provide separate costs for each discrete construction activity. When completing the following tables:

- Costs shall include all mark-up except the Design Build Team's construction overhead and profit which are reported separately at the end of this Attachment.
  - Design Build Team's Overhead includes expenses not directly attributable to the project such as home office, payroll taxes, employee fringe benefits (health, vacation, employee insurance, 401K), employer contribution to social security, unemployment insurance, etc.
- Costs shall incorporate all associated activities. If necessary, Teams may add line items to show other discrete work activities.
- Do not delete any categories identified in the tables although some may be shown as zero cost.
- Do Not duplicate cost items in these tables, include once in the most appropriate location.

The Owner reserves the right of access to and copies of all Project records including but not limited to material purchases, services, labor charges, overhead, and subcontracts at all tiers for this analysis and over the course of the Project.

Division 1 – General Requirements (Part 1 of 2)				
Category	Work Title / Description	Hourly Rate <sup>1</sup>	Number of Hours	Total Cost
Direct Labor	Project Executive	\$ N/A	N/A	\$ N/A
	Project Manager	\$ 4,363.76/wk	90.5wks	\$ 394,920
	Superintendent	\$ 5,000.00/wk	57wks	\$ 285,000
	Project Engineer	\$ N/A	N/A	\$ N/A
	Estimator	\$ N/A	N/A	\$ N/A
	Scheduler	\$ N/A	N/A	\$ N/A
	Clerical	\$ 3,408.00/wk	42.75wks	\$ 145,692
	Project Director	\$ 6,389.19/wk	21.1wks	\$ 134,748
	Assistant Superintendent	\$ 4,200.00/wk	33.5wks	\$ 140,700
	Other	\$ 1,913.97/wk	61wks	\$ 117,850
Total				\$ 1,218,910

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit

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# ATTACHMENT 3



# DETAILED BREAKDOWN OF PRICING

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Division 1 – General Requirements (Part 2 of 2)			
Category	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Administrative	Permits, Licenses, and Fees	\$ 0	By CLV
	Insurance	\$ 267,506	TBD - Builder's Risk by CLV
	Bonds	\$ 194,210	TBD
	Safety Program	\$ 8,032	CORE
	Quality Control	\$ 67,830	CORE
	Testing & Inspection	\$ 0	By CLV
	Contract Close-Out	\$ Included	
Site Costs	Mobilization	\$ Included	
	Temporary Facilities & Controls	\$ 99,282	CORE
	Storm Water Control	\$ Included	
	Dust Control	\$ Included	
	Start-Up	\$ Included	
	Commissioning	\$ 0	By CLV
Other	Lump Sum of Other General Requirements (Owner may request a breakdown)	\$ 76,519	CORE
Total		\$ 713,379	

Division 2 – Site Construction			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Divisions 2, 31, 32, 33, etc...	Site Work (Rough & Finish)	\$ 6,388,994	TBD
Total		\$ 6,388,994	

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit.

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Division 3 – Concrete			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 3	Building & Site Concrete	\$ 1,350,914	TBD
Total		\$ 1,350,914	

Division 4 – Masonry			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 4	Building & Site Masonry	\$ 1,068,138	TBD
Total		\$ 1,068,138	

Division 5 – Metals			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 5	Building & Site Metals	\$ 765,472	TBD
Total		\$ 765,472	

Division 6 - Woods and Plastics			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 6	Rough Carpentry & Finish Casework	\$ 253,759	TBD
Total		\$ 253,759	

Division 7 - Thermal and Moisture Protection			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit.

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ATTACHMENT 3



# DETAILED BREAKDOWN OF PRICING

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Division 7	Thermal Insulation, Membrane Roofing & Enclosure	\$ 1,270,223	TBD
Total		\$ 1,270,223	

## Division 8 – Doors and Windows

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 8	Doors, Frames, Hardware & Glazing	\$ 482,386	TBD
Total		\$ 482,386	

## Division 9 - Finishes

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 9	Framing/Drywall/Paint, Ceilings, Flooring & Wall Covering	\$ 1,516,837	TBD
Total		\$ 1,516,837	

## Division 10 – Specialties

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 10	Signage, Restroom Specialties & Lockers	\$ 487,460	TBD
Total		\$ 487,460	

## Division 11 – Equipment

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 11	Residential Appliances	\$ 16,127	TBD
Total		\$ 16,127	

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit.

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Division 12 – Furnishings			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 12	Site Furnishings	\$ 157,454	TBD
Total		\$ 157,454	

## Division 13 - Special Construction

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 13	Skate Park Ramps	\$ 332,351	TBD
Total		\$ 332,351	

## Division 14 - Conveying Systems

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
N/A	N/A	\$ N/A	N/A
Total		\$ N/A	

## Division 21 – Fire Suppression

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 21	Fire Sprinkler System	\$ 175,760	TBD
Total		\$ 175,760	

## Division 22 - Plumbing

Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 22	Plumbing	\$ 388,432	TBD
Total		\$ 388,432	

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit.

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ATTACHMENT 3





# DETAILED BREAKDOWN OF PRICING

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Division 23 – Heating, Ventilating, and Air Conditioning (HVAC)			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 23	HVAC, Building Controls & TAB	\$ 677,070	TBD
Total		\$ 677,070	

Division 25 – Integrated Automation			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Included	See Division 23	\$ Included	Included
Total		\$ Included	

Division 26 – Electrical			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Division 26, 27 and 28	Building & Site Electrical / Low Voltage Systems	\$ 3,291,357	TBD
Total		\$ 3,291,357	

Division 27 - Communication			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Included	See Division 26	\$ Included	Included
Total		\$ Included	

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit.

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24.MWB093.C1-TF  
Skye Canyon LVMPD Substation & Park  
Attachment 3

Division 28 – Electronic Safety and Security			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Included	See Division 26	\$ Included	Included
Total		\$ Included	

Division 31 - Earthwork			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Included	See Division 2	\$ Included	Included
Total		\$ Included	

Division 32- Exterior Improvements			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Included	See Division 2	\$ Included	Included
Total		\$ Included	

Division 33 - Utilities			
Specification Section Number	Work Title / Description	Cost <sup>1</sup>	Subcontractor / Supplier
Included	See Division 2	\$ Included	Included
Total		\$ Included	

Total Divisions		\$ 20,554,822	
Design-Build Team's Overhead – Construction (2.5% Design-Build Contingency)		\$ 513,871	
Design-Build Team's Profit - Construction		\$ 962,142	
Grand Total Construction		\$ 22,030,835	

<sup>1</sup> Include all mark-up except Design-Build Team's overhead and profit.

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ATTACHMENT 3

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

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The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Proposal Level Cost Estimate dated May 30, 2024. This estimate is based on CORE's incorporation of the 30% documents prepared by SC Studio and sub-consulting firms and the scope clarifications below.

## Assumptions, Clarifications, & Exclusions

---

### Cost

This estimate is based on 2024/2025 Clark County Prevailing Wage Rates and includes Nevada sales tax. The estimated value provided in the proposal includes all direct construction costs but does not include typical project indirect and "soft costs". These costs include, but are not limited to permits and plan review fees, utility connection fees, land acquisition costs, "loose" furniture, fixtures and equipment (FF&E), special inspections, etc.

Refer to attached Design Evolution (DE) Log exhibit with scope revisions that have been requested/accepted by the City of Las Vegas. This scope reflects the intent and basis for pricing and will be incorporated into the construction documents as part of the Design-Build process.

### Contingency & Allowances

- **Design-Build Contingency (2.5%)** – \$513,871
- **Owner Project Contingency - Excluded**
  - Owner contingency is not included in this estimate.
- **Allowance #01: Smart Cities Owner Allowance** – \$125,000\*\*
- **Allowance #02: Dry Utility Infrastructure Owner Allowance** – \$500,000\*\*
- **Allowance #03: Market and Escalation Allowance** – \$900,073\*\*
  - All pricing in this proposal is based on current market value.

*\*\*Note: Allowances are anticipated to be carried "below the line" and expenditures will be marked up for costs of Bonds, Insurance and Fee in accordance with Contract.*

### General Assumptions

- Normal shrinkage cracking of all cementitious material, such as slabs, concrete walls, fully grouted CMU walls, etc. is expected and shall not be cause for removal or replacement of structurally sound slabs.
- We anticipate normal working hours.

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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## Specific Exclusions

- Security program is included as necessary - Excluding uniformed guard service during non-working hours.
- UPS requirements – no information provided
- All appliances at Breakroom – no information provided
- Builders Risk (by Owner)
- Trash enclosure at Park – not indicated on bridging documents
- Anti-graffiti coating at exposed exterior CMU
- Fire sprinkler at Park Restroom facility and Park picnic shade structures
- Fire Pump
- NV Energy, Cox and Lumens pathway, trenching and all associated work, including right-of-way patches – [See Dry Utility Infrastructure Owner Allowance](#).
- Intrusion Alarm System
- BLM Land Use Permit Fees
- Utility Fees for design and connections
- Inspections, including any Third-Party Inspections and Commissioning
- All active networking equipment - by Owner
- All environmental mitigation measures - by Owner
- Permanent keying - by Owner
- Furniture and Equipment shown on ID2.01 - shown only for size reference
- FF&E Design
- Parcel Remapping Efforts – by Owner

## Other Scope Specific Assumptions and Clarifications:

### DESIGN AND PRECONSTRUCTION

- Provide Design Documents in support of Owner's BLM submittal for Land Use Permit and Free Use Permit.
- All plan review and permit fees are excluded.

### SITE WORK (ROUGH)

#### 009 | SITE CLEARING & EARTHWORK

- Proposal based on Geotechnical Report from GES dated January 10, 2024 provided with Bridging Documents.

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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- CORE will transport export, as required, to an approved BLM site under Owner procured BLM Free Use Permit.

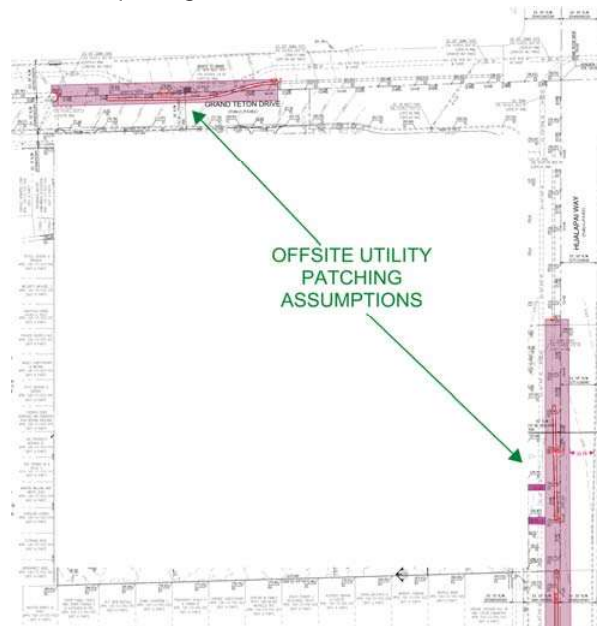
## 009 | UTILITIES

- Proposal is based on assumption that water (domestic and fire) and sanitary sewer utility connections sufficient and available at the locations indicated on utility plans from the Bridging Documents.

## SITE WORK (FINISH)

### 014 | ASPHALT PAVING

- Proposal assumes that all offsite paving will be limited to the utility patches shown on utility plans and the Public Street patch and drive tie in on Grand Teton and Hualapai shown on the grading plans.
- Offsite paving limited to paving indicated below associated with median rework:



### 017 | SKATE PARK

- Above ground mounted modular ramp systems included in base bid.

### 019 | PLAYGROUND EQUIPMENT

- Playground Equipment and Fitness Obstacle Course based on Kompan as follows:
  - 2-5 year old playground – PCE205531
  - 5-12 year old playground – PCE211731
  - Inclusive Twister – COR20330
  - Police Car – M531



# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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- Fitness obstacle course
  - Vertical Net and Wall – FSW216
  - Jump Pods – FSW221
  - Double Overhead Ladder – FSW213
  - Balance Beam – FSW215
  - Double Turbo Challenge – FSW21201
  -

## 020 | SHADE STRUCTURES

- [Metal Playground Shade Structure, as indicated on attached DE Log.](#)

## 023 | FENCING AND GATES

- 8' high security gates (2 pairs).
- 4' high wrought iron fence and gate (at playground and skatepark).

## 024 | SITE CONCRETE

- All site concrete is gray color with light broom finish.
- [Security Bollards at Substation entrance.](#)

## 025 | SITE MASONRY

- 8' CMU perimeter walls at Substation secured parking.
- 8" CMU monument sign at Park.
- All site CMU to be smooth gray block.

## STRUCTURE

### 031 | STRUCTURAL MASONRY

- Split face block at hallway 4' down.
- [Masonry walls \(fully grouted\) at portion of Lobby 102 and Vestibule 101, per mark up on attached DE Log.](#)

## ENCLOSURE

### 046 | MEMBRANE ROOFING

- 80mil PVC membrane provided (in accordance with CLV Standards) in lieu of TPO indicated on plans.
- Parapet coping is assumed to be 24-gauge prefinished standard colors.

### 051 | EIFS

- Integral color assumed where EIFS is indicated.
- Dryvit direct applied system assumed at soffits.

### 049 | ALUMINUM, GLASS & GLAZING

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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- Level 3 ballistic glazing at service counters ([Window Types L3 and L4](#)), per 1/A5.01 and 2/A5.01.
- [Standard non-ballistic rated glazing at Vestibule 101 entrance door and window \(101B and L2\).](#)
- [Level 3 ballistic glazing at Triage 111 window with pass-through door \(L1\)](#)
- [S1 windows revised to S5 clerestory window at Lieutenant Offices 116.](#)

## INTERIOR FINISHES

### 057| DOORS, FRAMES & HARDWARE

- ½" Kickplate at Briefing Room.
- ADA Door operator at Substation main entrance doors.
- All single leaf doors with access controls will have electric strikes in compliance with LVMPD standards.
- [Level 3 ballistic rated door 102.](#)
- Door Hardware sets are as follows:

Basis of Estimate  
Skye Canyon LVMPD Substation & Park  
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Finish Hardware Schedule  
Skye Canyon LVPMD (C)

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Job Number: S24-054C

Door List		Door List	
Door#	Hardware Set#	Door#	Hardware Set#
101A	2A	148B	5
101B	2A	149	1
102	6	150A	4
103	10	150B	4
105	6		
107	6		
108	8		
109	8		
113	8		
114	9		
115	9		
116	3		
117A	4		
117B	4		
119A	8		
119B	3		
121	11		
122	10		
123	11		
127	6		
128	6		
129	6		
130	3		
132A	6		
132B	5		
133	6		
135A	11		
135B	4		
135C	2		
137	1		
138	1		
139	3		
140	3		
141	2		
142	7		
143	7		
148A	11		

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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Job Number: S24-054C

### ITEM 1

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
		1 Pair	*101A	From	RHRA/LHR		
2A			Size:	0 X 0 X 0 0 X 0 X 0			

The '\*' next to the door# indicates that it is a Hardware Only opening.

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
1	EA	SCH	Cylinder - Mortise	20-059.626.112	626
1	EA	SCH	Cylinder - Rim	20-057.626	626
2	EA	SCH	Core	23-030.626	626
1	EA	FBO	7777	Aluminum Door & Frame Supplied & Installed By Others Aluminum Door & Frames By Others	
1	EA	FBO	7777	Balance of Hardware Supplied & Installed By Others Hardware By Others	

### ITEM 2

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
		1 Pair	*101B	From	RHRA/LHR		
2A			Size:	0 X 0 X 0 0 X 0 X 0			

The '\*' next to the door# indicates that it is a Hardware Only opening.

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
1	EA	SCH	Cylinder - Mortise	20-059.626.112	626
1	EA	SCH	Cylinder - Rim	20-057.626	626
2	EA	SCH	Core	23-030.626	626
1	EA	FBO	7777	Aluminum Door & Frame Supplied & Installed By Others Aluminum Door & Frames By Others	
1	EA	FBO	7777	Balance of Hardware Supplied & Installed By Others Hardware By Others	



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Finish Hardware Schedule  
Skye Canyon LVPMD (C)

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Job Number: S24-054C

ITEM 3

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Pair	135C	From	RH/RA/LHR		
2		Size:	3-0 X 7-0 X 1 3/4 3-0 X 7-0 X 1 3/4	A60 Door X A60 Frame		

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
6	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5881 x 4.5 X 4.5 x NRP	630
1	EA	VDI	Removable Mullion	KR4954 x 7-6	SP28
1	EA	SCH	Cylinder - Mortise	20-059.626.112	626
1	EA	SCH	Cylinder - Rim	20-057.626	626
1	EA	VDI	Exit Device - Rim	99EO x 299 x 3-0 Exit Only	US260/Inactive
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US260/Active
2	EA	SCH	Core	23-030.626	626
2	EA	LCN	Closer	4040XP.CUSH.689	689
2	EA	IVES	Kick Plate	8400 10" X 36" x B-CS	US320
1	EA	ZERO	Astragal (Surface)	43SP x 84"	
2	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 72"	
1	EA	ZERO	Drip Cap	142AA x 76"	
1	EA	ZERO	Gasketing	488S-BK 20' PSA	

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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Job Number: S24-054C

### ITEM 4

Key Set	Qty	Units	Door#	Door Location	Hand	Label	Deg
		1 Pair	141	From	RHRA/LHR		
2			Size:	3-0 X 7-0 X 1 3/4 3-0 X 7-0 X 1 3/4	A60 Door X A60 Frame		

Qty	UOM	Manf	Item Type	Item Series/Description	Finish
6	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5881 x 4.5 X 4.5 x NRP	630
1	EA	VDI	Removable Mullion	KR4954 x 7-6	SP28
1	EA	SCH	Cylinder - Mortise	20-056.626.112	626
1	EA	SCH	Cylinder - Rim	20-057.626	626
1	EA	VDI	Exit Device - Rim	99EO x 299 x 3-0 Exit Only	US260/Inactive
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US260/Active
2	EA	SCH	Core	23-030.626	626
2	EA	LCN	Closer	4040XP.CUSH.689	689
2	EA	IVES	Kick Plate	8400 10" X 36" x B-CS	US320
1	EA	ZERO	Astragal (Surface)	43SP x 84"	
2	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 72"	
1	EA	ZERO	Drip Cap	142AA x 76"	
1	EA	ZERO	Gasketing	488S-BK 20' PSA	

### ITEM 5

Key Set	Qty	Units	Door#	Door Location	Hand	Label	Deg
		1 Single	102	At	N/A		
6			Size:	3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame		

Qty	UOM	Manf	Item Type	Item Series/Description	Finish
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US320
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17' PSA	

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

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## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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### ITEM 6

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	103	At	N/A		

10 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5BB1 x 4.5 X 4.5	626
1	EA	SCH	Privacy Set (with thru-bolts)	ND49.RHO.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 7

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	105	At	N/A		

6 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5BB1 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND89.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US320
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

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### ITEM 8

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1	Single	107	At	N/A		
6			Size:	3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134j)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US320
1	EA	SCH	Cone	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36" w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 9

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1	Single	108	At	N/A		
8			Size:	3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134j)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626
1	EA	SCH	Cone	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36" w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	



# Basis of Estimate

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## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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### ITEM 10

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	109	At	N/A		

8 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134j)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 11

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	113	At	N/A		

8 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134j)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

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## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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### ITEM 12

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	114	At	N/A		
9		Size: 3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame			

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND50.T.RHO.626.ICX.50-231 Entrance/Office	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 13

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	115	At	N/A		
9		Size: 3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame			

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND50.T.RHO.626.ICX.50-231 Entrance/Office	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

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### ITEM 14

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
		1 Single	116	At	N/A		
3			Size:	3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	58B1 x 4.5 X 4.5 x NRP	630		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.CUSH.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

### ITEM 15

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
		1 Single	117A	At	N/A		
4			Size:	3-0 X 7-0 X 1 3/4		A60 Door X A60 Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	58B1 x 4.5 X 4.5 x NRP	630		
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US260		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.CUSH.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Drip Cap	142AA x 40"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

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### ITEM 16

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	117B	At	N/A		
4		Size:	3-0 X 7-0 X 1 3/4	A60 Door X A60 Frame		

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134J)	5881 x 4.5 X 4.5 x NRP	630
1	EA	VDI	Exit Device - Rim	99NL x 896NL x 299 x 3-0 Night Latch	US260
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 17

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	119A	At	N/A		
8		Size:	3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame		

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134J)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	



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### ITEM 18

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
		1 Single	119B	At	N/A		
3				Size: 3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	5881 x 4.5 X 4.5 x NRP	630		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND79.T.RHO.626.ICX.50-231 Classroom	626		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.CUSH.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

### ITEM 19

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
		1 Single	121	At	N/A		
11				Size: 3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	5881 x 4.5 X 4.5	626		
1	EA	SCH	Passage Set (with thru-bolts)	ND10.RHO.626	626		
1	EA	LCN	Closer	4040XP.RWPA.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

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### ITEM 20

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	122	At	N/A		

10 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5BB1 x 4.5 X 4.5	626
1	EA	SCH	Privacy Set (with thru-bolts)	ND40.RHO.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	6400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 21

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	123	At	N/A		

11 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134))	5BB1 x 4.5 X 4.5	626
1	EA	SCH	Passage Set (with thru-bolts)	ND10.RHO.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	6400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

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### ITEM 22

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	127	At	N/A		
6		Size:	3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame		

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134j)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US320
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 23

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	128	At	N/A		
6		Size:	3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame		

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wk, 134j)	5881 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US320
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

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### ITEM 24

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1	Single	129	At	N/A		
6			Size:	3-0 X 7-0 X 1 3/4		CRS Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	58B1 x 4.5 X 4.5	626		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626		
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US320		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.RWPA.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320		
1	EA	ZERO	Sweep	39A x 36" w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

### ITEM 25

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1	Single	130	At	N/A		
3			Size:	3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt, 134))	58B1 x 4.5 X 4.5 x NRP	630		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.CUSH.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US320		
1	EA	ZERO	Sweep	39A x 36" w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			



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## ITEM 26

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1	Single	132A	At	N/A		
6			Size:	3-1 X 7-0 X 1 3/4		CRS Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	58B1 x 4.5 X 4.5	626		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626		
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US32D		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.RWPA.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

## ITEM 27

<u>Key Set</u>	<u>Qty</u>	<u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1	Single	132B	At	N/A		
5			Size:	3-0 X 7-0 X 1 3/4		CRS Door X CRS Frame	
<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>		
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	58B1 x 4.5 X 4.5	626		
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US26D		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.CUSH.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17" PSA			

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### ITEM 28

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	133	At	N/A		
6			Size: 3-0 X 7-0 X 1 3/4		CRS Door X CRS Frame	

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(,134))	5BB1 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	VDI	Electric Strike	6211 x 24VDC x FSE	US32D
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 29

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	135A	At	N/A		
11			Size: 3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(,134))	5BB1 x 4.5 X 4.5	626
1	EA	SCH	Passage Set (with thru-bolts)	ND10.RHO.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

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### ITEM 30

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	135B	At	N/A		

4 Size: 3-0 X 7-0 X 1 3/4 A60 Door X A60 Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	58B1 x 4.5 X 4.5 x NRP	630
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US26D
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17' PSA	

### ITEM 31

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	137	At	N/A		

1 Size: 3-0 X 7-0 X 1 3/4 A60 Door X A60 Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	58B1 x 4.5 X 4.5 x NRP	630
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17' PSA	

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### ITEM 32

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	138	At	N/A		

1 Size: 3-0 X 7-0 X 1 3/4 A60 Door X A60 Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5 x NRP	630
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 33

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	139	At	N/A		

3 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5 x NRP	630
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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Job Number: S24-054C

### ITEM 34

Key Set	Qty	Units	Door#	Door Location	Hand	Label	Deg
	1	Single	140	At	N/A		
3			Size:	3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	
Qty	UOM	Manf	Item Type	Item Series/Description	Finish		
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5 x NRP	630		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND70.T.RHO.626.ICX.50-231 Classroom	626		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.CUSH.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17' PSA			

### ITEM 35

Key Set	Qty	Units	Door#	Door Location	Hand	Label	Deg
	1	Single	142	At	N/A		
7			Size:	3-0 X 7-0 X 1 3/4		Primed Hardboard Door X CRS Frame	
Qty	UOM	Manf	Item Type	Item Series/Description	Finish		
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5	626		
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626		
1	EA	SCH	Core	23-030.626	626		
1	EA	LCN	Closer	4040XP.RWPA.689	689		
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D		
1	EA	ZERO	Sweep	39A x 36"w			
1	EA	ZERO	Threshold	545A x 36"			
1	EA	ZERO	Gasketing	488S-BK 17' PSA			



# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

## Finish Hardware Schedule

Skye Canyon LVMPD (C)

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Job Number: S24-054C

### ITEM 36

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	143	At	N/A		

7 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	58B1 x 4.5 X 4.5	626
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 37

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	148A	At	N/A		

11 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	58B1 x 4.5 X 4.5	626
1	EA	SCH	Passage Set (with thru-bolts)	ND10.RHO.626	626
1	EA	LCN	Closer	4040XP.RWPA.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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Job Number: S24-054C

### ITEM 38

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	148B	At	N/A		
5		Size: 3-0 X 7-0 X 1 3/4	Primed Hardboard Door X CRS Frame			

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5	626
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US26D
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 39

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	149	At	N/A		
1		Size: 3-0 X 7-0 X 1 3/4	A60 Door X A60 Frame			

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5 x NRP	630
1	EA	SCH	Cyl. Lockset (with thru-bolts)	ND80.T.RHO.626.ICX.50-231 Storeroom	626
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

## Finish Hardware Schedule

Skye Canyon LVPMD (C)

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Job Number: S24-054C

### ITEM 40

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	150A	At	N/A		

4 Size: 3-0 X 7-0 X 1 3/4 Primed Hardboard Door X CRS Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5 x NRP	630
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US26D
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

### ITEM 41

<u>Key Set</u>	<u>Qty</u> <u>Units</u>	<u>Door#</u>	<u>Door Location</u>	<u>Hand</u>	<u>Label</u>	<u>Deg</u>
	1 Single	150B	At	N/A		

4 Size: 3-0 X 7-0 X 1 3/4 A60 Door X A60 Frame

<u>Qty</u>	<u>UOM</u>	<u>Manf</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	IVES	Hinge - (4-1/2 Std Wt(.134))	5BB1 x 4.5 X 4.5 x NRP	630
1	EA	VDI	Exit Device - Rim	99NL x 696NL x 299 x 3-0 Night Latch	US26D
1	EA	SCH	Core	23-030.626	626
1	EA	LCN	Closer	4040XP.CUSH.689	689
1	EA	IVES	Kick Plate	8400 10" X 34" x B-CS	US32D
1	EA	ZERO	Sweep	39A x 36"w	
1	EA	ZERO	Threshold	545A x 36"	
1	EA	ZERO	Drip Cap	142AA x 40"	
1	EA	ZERO	Gasketing	488S-BK 17" PSA	

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

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## 059 | CASEWORK & FINISHED CARPENTRY

- Plastic laminate full height cabinets at Break Room.
- Lockable built in cabinets by Evidence Chute.
- Cabinets and cubbies in Patrol Room.
- Stain grade 2 tier rifle rack in Armory.
- Open cabinet with cubbies in Storage Room.
- Steel framing for interview room table, with handcuff loops - interview tabletop assumed to be provided by LVMPD.
- [Metal shelving for taser and body camera storage in Equipment Storage Room.](#)

## 060 | FRAMING & DRYWALL

- Level 3 finish with texture at all walls and ceilings that will receive paint.

## 062 | ACOUSTICAL CEILING TREATMENTS

- 2'x2' Acoustical ceiling tile (ACT), Armstrong Fine Fissure.
- 2'x4' Acoustical ceiling tile (ACT), Armstrong Second Look.
- Acoustical ceiling grid 15/16".

## 064 | TILE

- Includes cementitious grout with impregnator at all tile areas.
- Material cost for floor and wall tile budgeted at \$4.50/sf.

## 065 | CARPET & RESILIENT FLOORING

- Material cost for carpet tile budgeted at \$30/sy.
- Material cost for LVT budgeted at \$3.50/sf.
- Material cost for 4" Rubber base budgeted at \$1/lf.

## SPECIALTIES

### 072 | BUILDING SIGNAGE

- Interior room signs – Direct print acrylic signs (4"x6"x1/8").

### 077 | LOCKERS

- Space Savers Freestyle Lockers with wood bench.

### 082 | WINDOW BLINDS & SHADES

- 1" aluminum cordless window blinds – Spring Windows Fashion type

## MP&E SYSTEMS

### 097 | FIRE SUPPRESSION

- Code compliant fire sprinkler system.

### 098 | PLUMBING SYSTEMS

- Plumbing system in accordance with the Bridging Documents.

# Basis of Estimate

Skye Canyon LVMPD Substation & Park

AUGUST 20, 2024



Las Vegas, Nevada

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## 100 | HVAC SYSTEMS

- HVAC system in accordance with the Bridging Documents.
- [Supplemental ventilation at Evidence Room.](#)
- [Ventilation at Lockers.](#)

## 103 | ELECTRICAL & LOW VOLTAGE SYSTEMS

- Emergency Generator for Substation will be relocated to southwest corner of substation building, in proximity to MSA.
- Assume NV Energy point of service connection is at the southeast corner of the site of Hualapai Way.
- Assumes use of Code compliant Electrical Distribution system, including aluminum switchgear bussing and aluminum conductors for >#1/0.
- Surveillance System includes:
  - Sixteen (16) interior dome cameras.
  - Eight (8) outdoor dome cameras.
- Code compliant Fire Alarm system.
- Lighting controls at Park assumed to be controlled by astronomical clock only.
- [Access Card Reader, including:](#)
  - [10 interior card readers, including at Evidence Chute](#)
  - [7 exterior card readers](#)
  - [4 card readers at access gates to Secured Parking for Substation](#)
- [Power and data associated with BWC \(Body Worn Camera\) and tasers.](#)





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7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

## Design Evolution (DE) #01 (incl. #27)

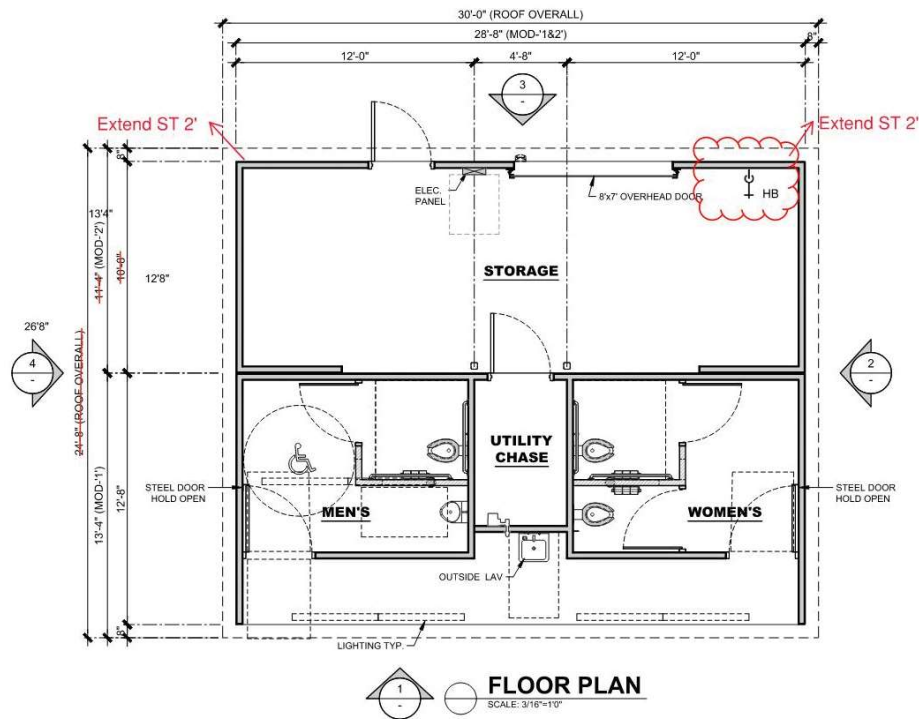
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

1. Slightly Increase Storage Building Size at the Park
27. Add Hose Bibb off Back of Storage Room

### RESPONSE/SOLUTION

1. Add 2 feet to the Storage portion of the building as depicted below.
27. Hose bibb added, final location to be coordinated throughout design.



Circle One

**ACCEPTED**

**REJECTED**

Hose bibb accepted at no extra charge. See DE #27

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting



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LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

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## Design Evolution (DE) #02

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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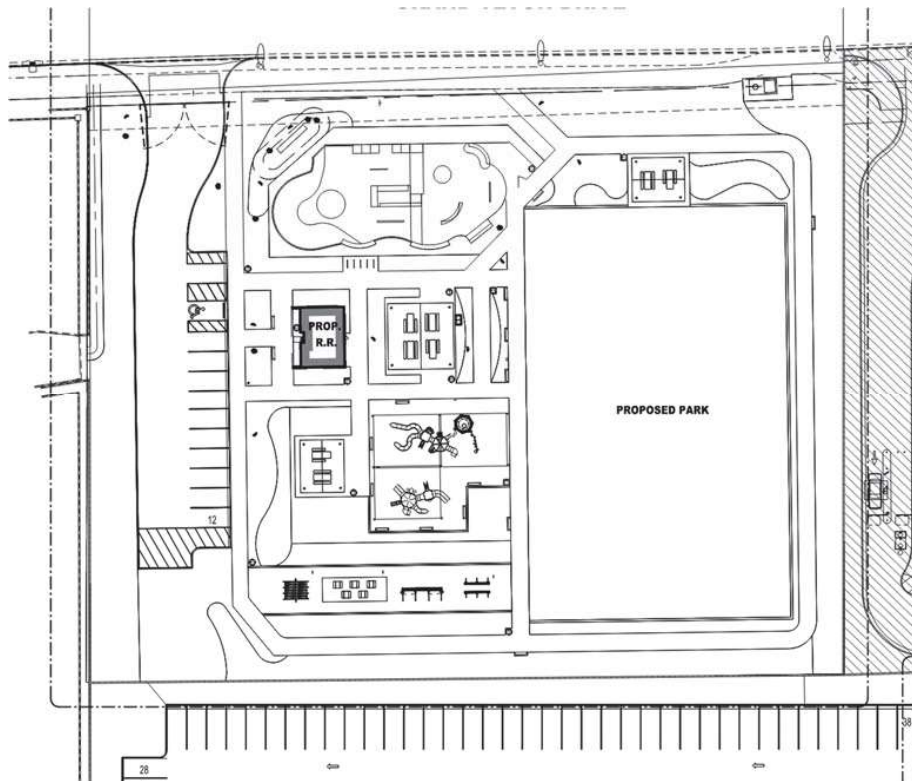
### REQUEST

Add Parking Stalls in the Park

---

### RESPONSE/SOLUTION

Four parking stalls have been added to the park as depicted below.



Circle One

**ACCEPTED**

**REJECTED**

Only shows 3 added stalls, add 4th.

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

**Design Evolution (DE) #03**

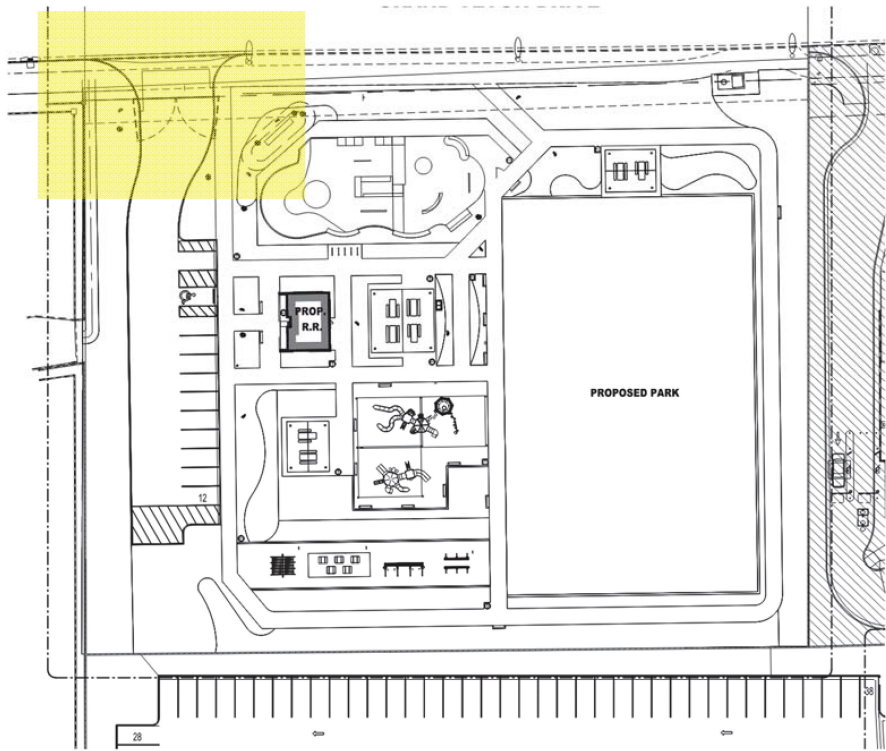
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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**REQUEST**

Add a Gate at the Park Entry Driveway

**RESPONSE/SOLUTION**

Gate has been added as depicted below.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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## Design Evolution (DE) #04

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<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

Make Skate Park Concrete (Not Modular) and Add a Concrete Bowl. Review Skate Park/Fencing Distances.

---

### RESPONSE/SOLUTION

- Skate Park to be concrete (below rendering). Potential for a small bowl option to be further explored throughout design.
- Distances between fencing and skate park will be reviewed/coordinated throughout design.



---

Circle One

**ACCEPTED**

**REJECTED**

---

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting





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LVMPD Community Substation & City Park  
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## Design Evolution (DE) #05

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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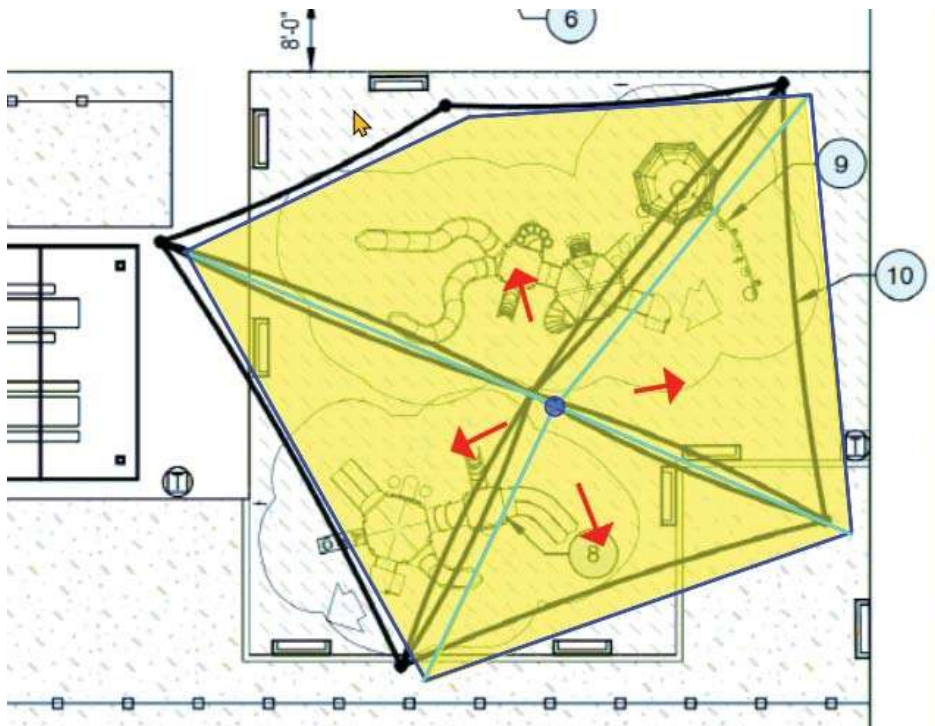
### REQUEST

Metal Shade Structure Over Playground

---

### RESPONSE/SOLUTION

Replace fabric shade structure with metal shade structure at the play area as shown below.



---

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting





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## Design Evolution (DE) #06

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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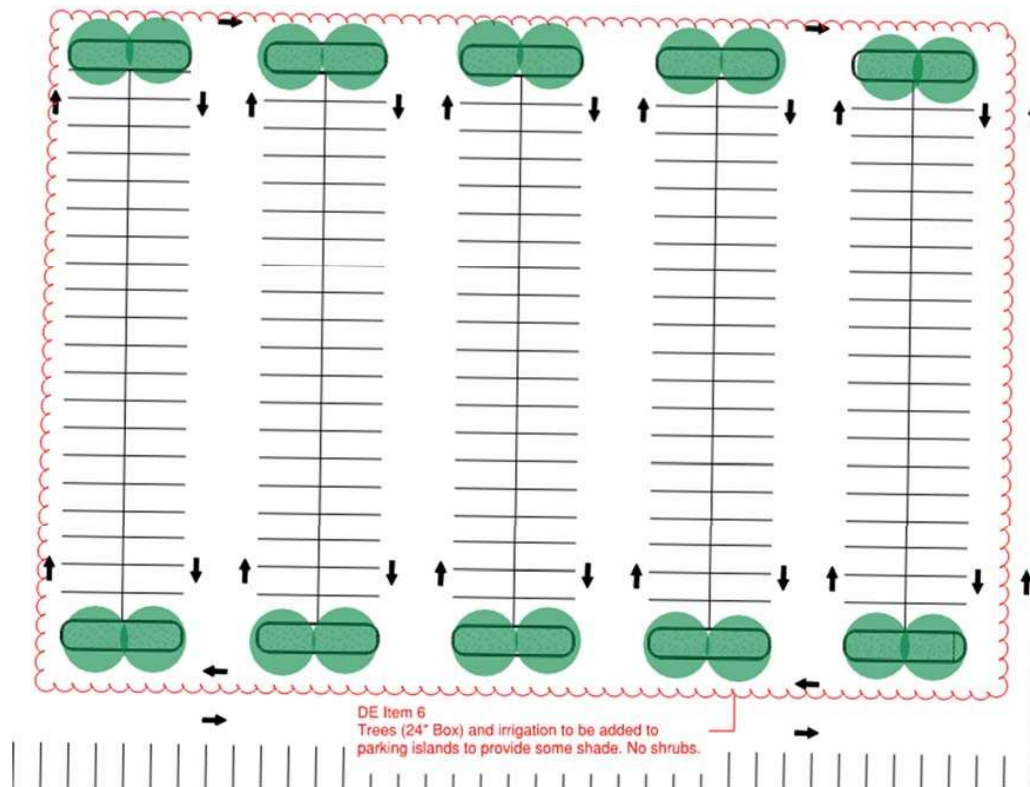
### REQUEST

Add Trees to Some of the Parking Islands to Provide Shade

---

### RESPONSE/SOLUTION

Two 24" Box Trees will be added to each parking island to include irrigation. Layout and species to be determined throughout design. No shrubs are included at these islands.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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PWP No.: CL-2024-182

**Design Evolution (DE) #07**

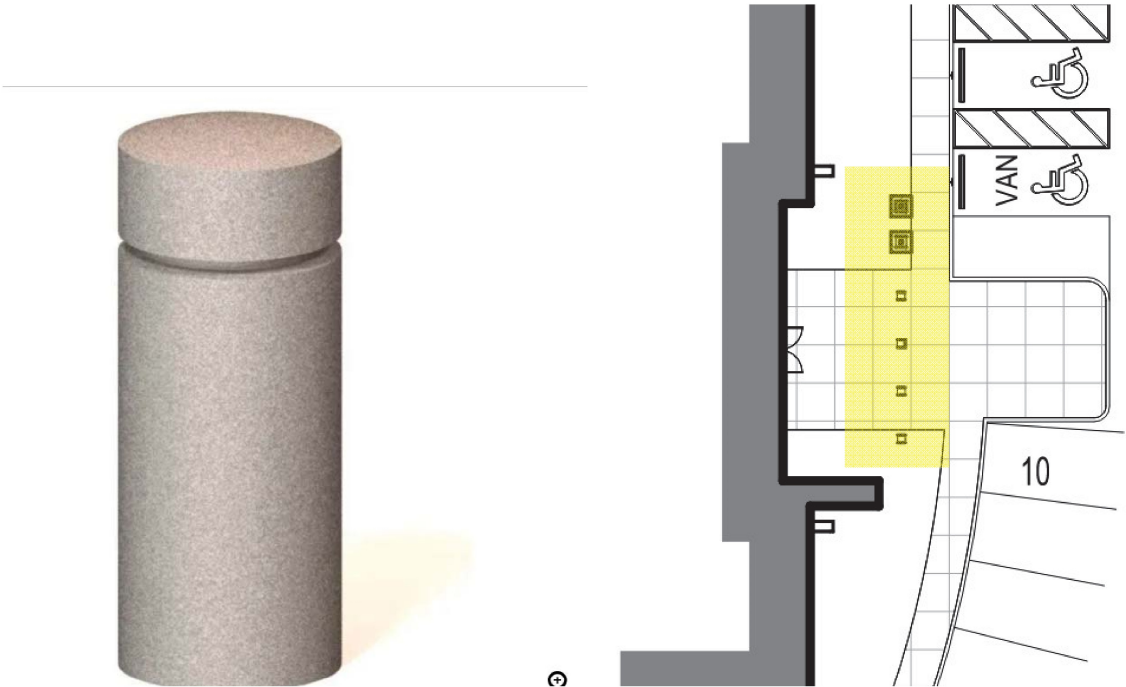
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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**REQUEST**

Add Crash Bollards at Building Entry

**RESPONSE/SOLUTION**

Six prefabricated crash bollards have been added at the building entry as depicted below.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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PWP No.: CL-2024-182

## Design Evolution (DE) #08A R1 (incl. #14, 16, 18, & 19)

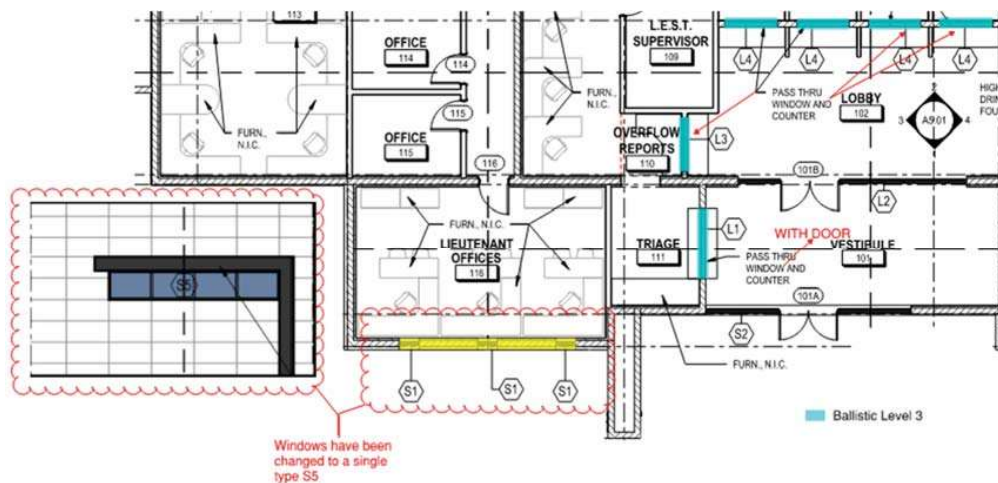
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

- 08A. Glazing to be Level 3 Ballistic at Triage 111 and Lobby 102
- 14. Add Speaker and Pass Thru to L1, L3, and L4, glazing to be Level 3 Ballistic
- 16. Glazing to be Level 3 Ballistic for S1 in Room 116
- 18. Add Pass Thru Door to L1
- 19. Add Pass Thru and Speaker at L4 Locations

### RESPONSE/SOLUTION

- 08A. L3 and L4 window types at Lobby 102 are included in the base cost as Level 3 Ballistic. L1 window type at Triage 111 is included in this DE as Level 3 Ballistic.
- 14. Speaker no longer required, per CLV. Pass thru at L1 & L4 are included in base cost. Pass thru at L3 is included in this DE.
- 16. Window at room 116 has been changed to Type S5 non-ballistic rated window.
- 18. Pass thru door at L1 included in this DE.
- 19. Speaker no longer required, per CLV. Pass thru at L4 included in base cost.



Circle One

**ACCEPTED**

**REJECTED**

By Shelly Hayden, AIA (CLV)

Date: 8/19/2024 via Phone



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**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

## Design Evolution (DE) #08B (incl. #14)

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Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

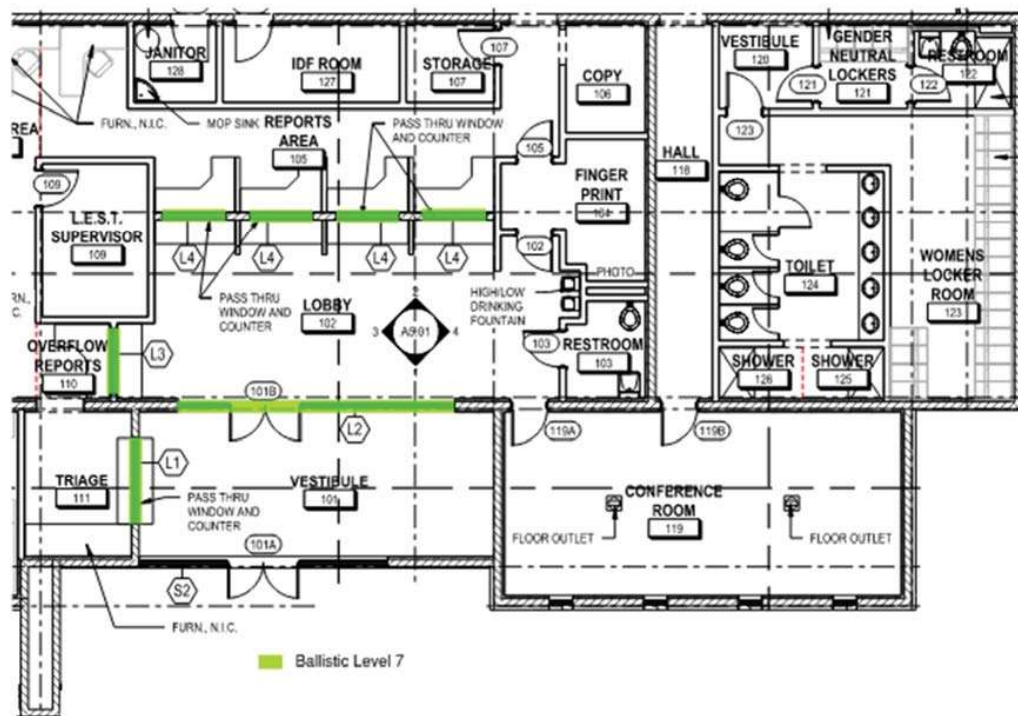
**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

### REQUEST

- 08B. Change Level 3 Ballistic to Level 7 Where Requested  
14. L1, L3, and L4; Glazing to be Level 7 Ballistic

### RESPONSE/SOLUTION

Windows/Glazing noted in the above requests are included in this DE as Level 7 Ballistic.



Circle One

ACCEPTED

REJECTED

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting



**CORE West**  
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PWP No.: CL-2024-182

---

## Design Evolution (DE) #08C

---

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

### REQUEST

---

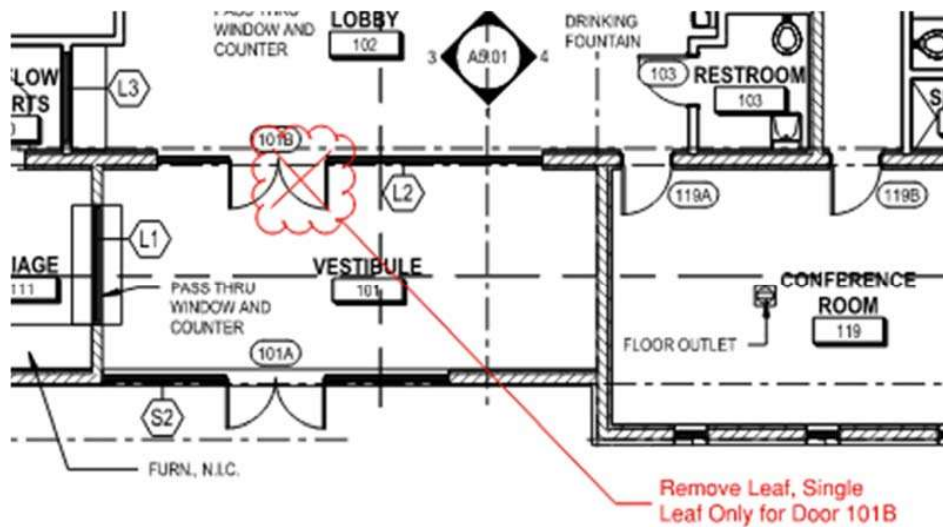
Remove Door Leaf at 101B, Single Leaf Only (DEDUCT)

---

### RESPONSE/SOLUTION

---

Door 101B to be single leaf only.



---

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/19/2024 via Phone





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PWP No.: CL-2024-182

## Design Evolution (DE) #09

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

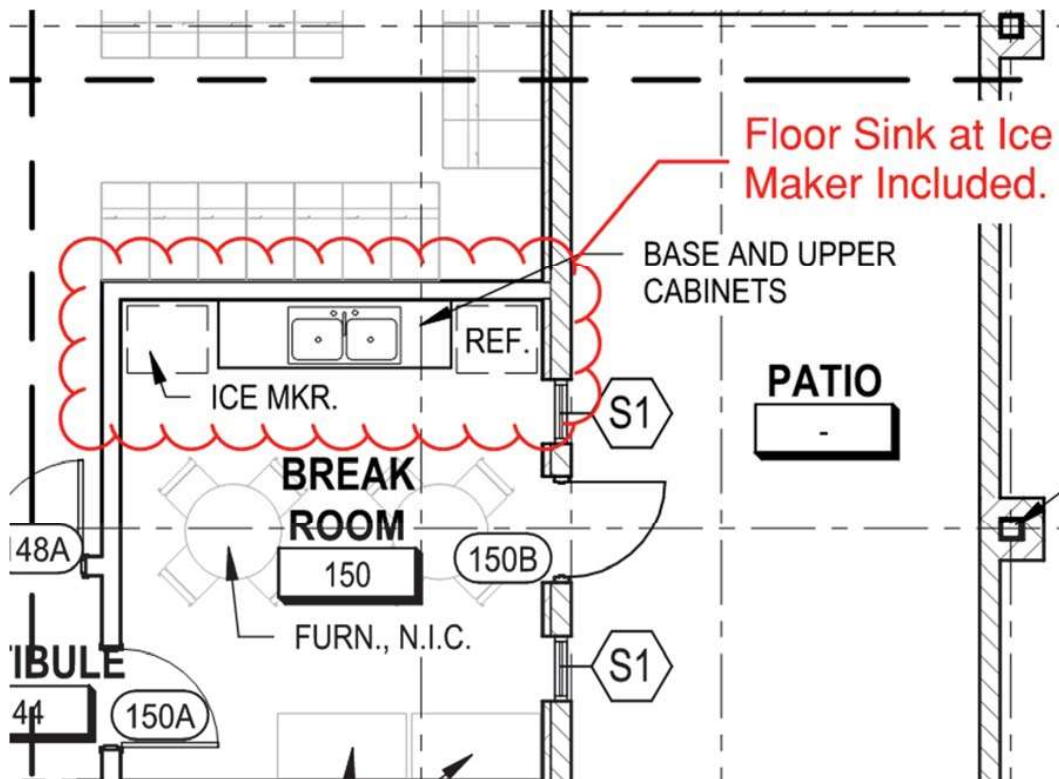
**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

### REQUEST

Add Ice Machine and Floor Sink to Room 150

### RESPONSE/SOLUTION

Ice Machine and Floor Sink in Room 150 are included in the base cost as identified below.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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PWP No.: CL-2024-182

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## Design Evolution (DE) #10

---

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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### REQUEST

---

Room 136 Right Wall to Have Metal Shelves for Tasers and Body Cameras

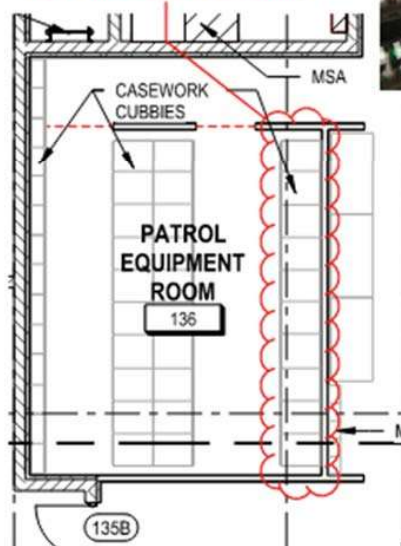
---

### RESPONSE/SOLUTION

---

Cubbies on right wall of room 136 to be replaced with six metal shelving racks similar to the below. Racks to be 24 inches wide, height to be determined throughout design.

**DE Item 10**  
Replace cubbies on this  
wall with taser/body cam  
racks. Racks to be 24"  
wide. Includes 6 racks total



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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## Design Evolution (DE) #11 (incl. 35)

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

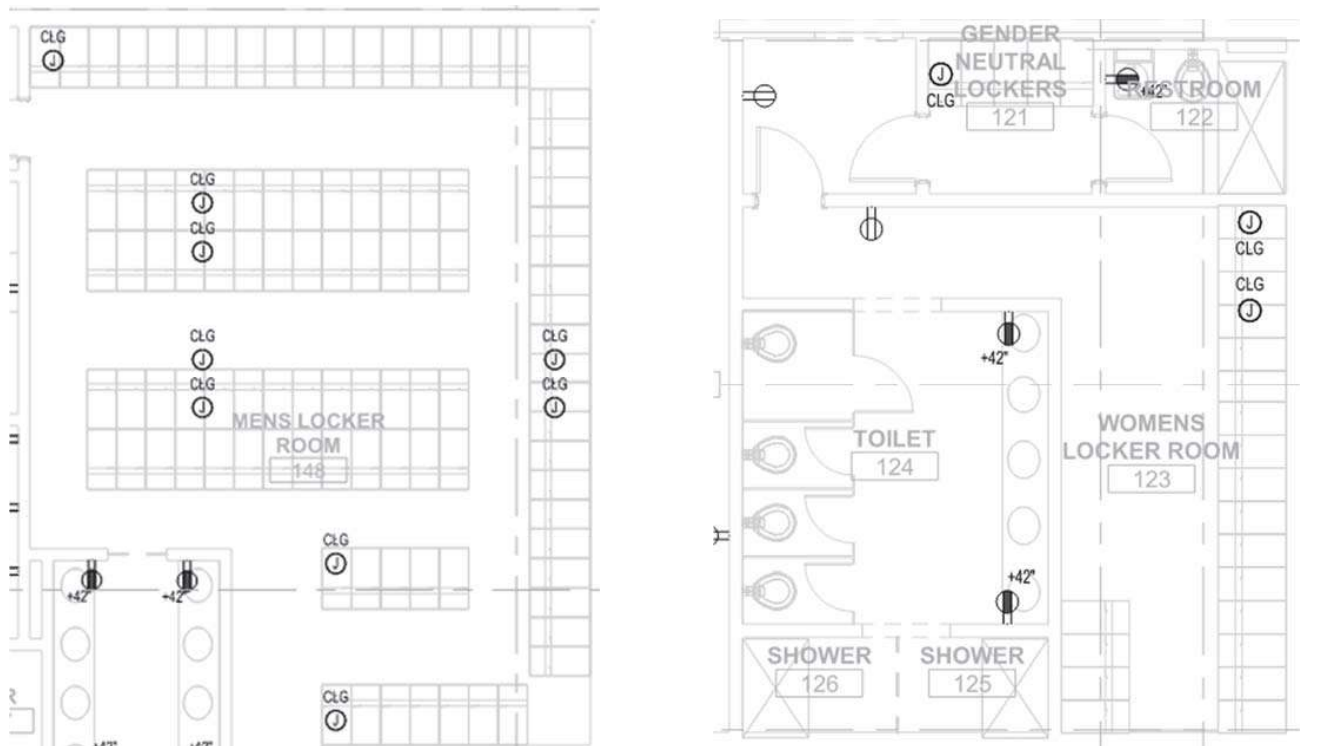
**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

### REQUEST

- 11. Lockers in Rooms 121, 123, and 148 to Have Outlets
- 35. All Lockers to Have Outlets at the Top of Each Locker To Include Power for Rooms 121, 123, and 148.

### RESPONSE/SOLUTION

Outlets and power for lockers in rooms 121, 123, and 148 are included in the base cost.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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PWP No.: CL-2024-182

Design Evolution (DE) #12

To

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

From

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

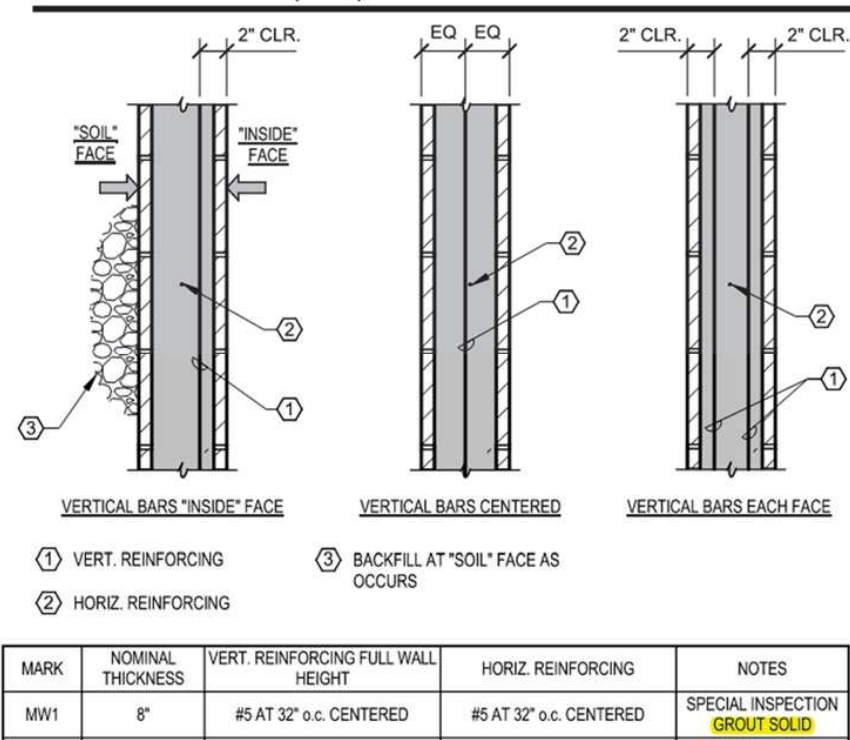
REQUEST

MW1 Walls to be Solid Grouted

RESPONSE/SOLUTION

Solid grouted MW1 walls are included in the base cost and have been identified on Sheet S1.01

MASONRY WALL (MW) SCHEDULE



Circle One

ACCEPTED

REJECTED

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting



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PWP No.: CL-2024-182

## Design Evolution (DE) #13

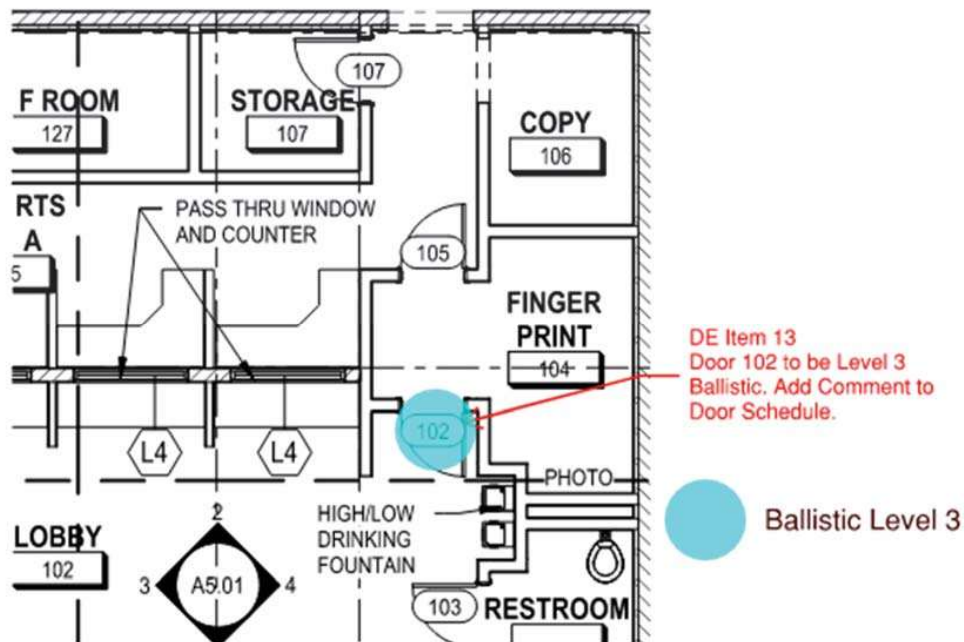
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

Door 102 to be Ballistic Rated

### RESPONSE/SOLUTION

Door 102 to be Level 3 Ballistic.



Circle One

**ACCEPTED**

**REJECTED**

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting





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---

**Design Evolution (DE) #14**

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**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #08A  
UPGRADE TO  
LEVEL 7 IN  
#08B**



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### Design Evolution (DE) #15

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**To** City of Las Vegas  
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Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

#### REQUEST

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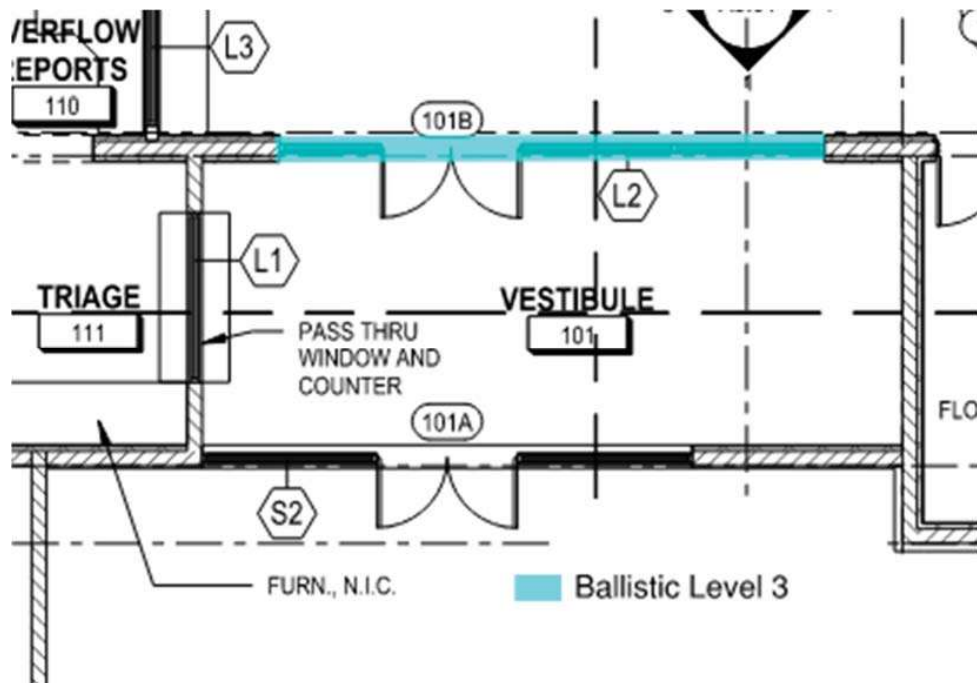
L2 Make Level 3 Ballistic

---

#### RESPONSE/SOLUTION

---

Added Level 3 Ballistic to L2.



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Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/19/2024 via Phone



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PWP No.: CL-2024-182

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**Design Evolution (DE) #16**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #08A**



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**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
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PWP No.: CL-2024-182

## Design Evolution (DE) #17

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

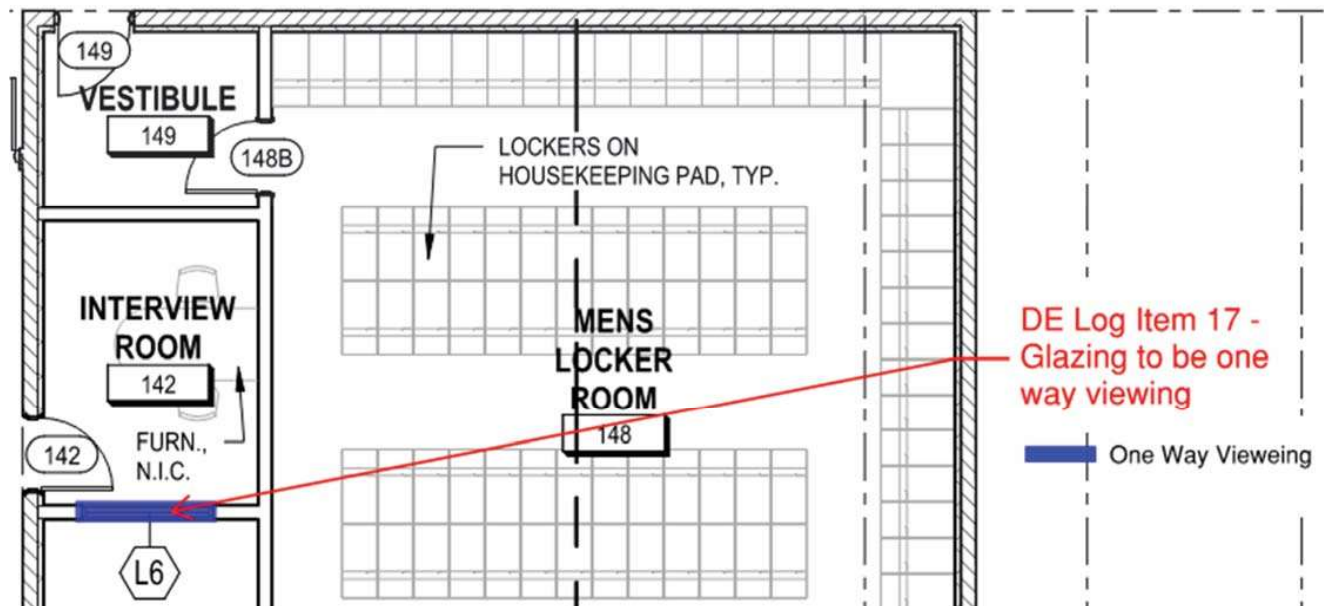
**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

### REQUEST

L6 To Be One Way Glass for Interview Room

### RESPONSE/SOLUTION

One Way glazing for Interview Room at L6 is included in the base cost.



Circle One

**ACCEPTED**

**REJECTED**

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting



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---

**Design Evolution (DE) #18**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #08A**





**CORE West**  
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**City of Las Vegas**  
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LVMPD Community Substation & City Park  
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---

**Design Evolution (DE) #19**

---

**To**

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Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #08A**



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## Design Evolution (DE) #20

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
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Las Vegas, NV 89101

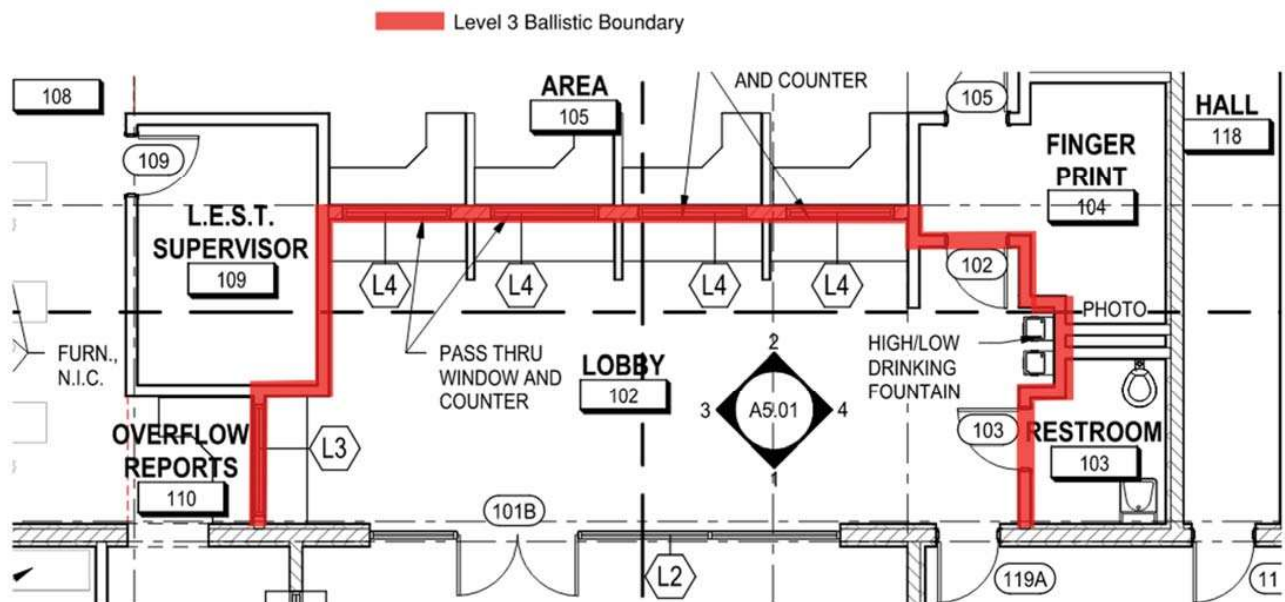
**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

### REQUEST

Ballistic Walls to Fingerprint Area, Door, and Back of Restroom

### RESPONSE/SOLUTION

Upgrade perimeter partitions in this area to Level 3 Ballistic protection.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
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PWP No.: CL-2024-182

**Design Evolution (DE) #21**

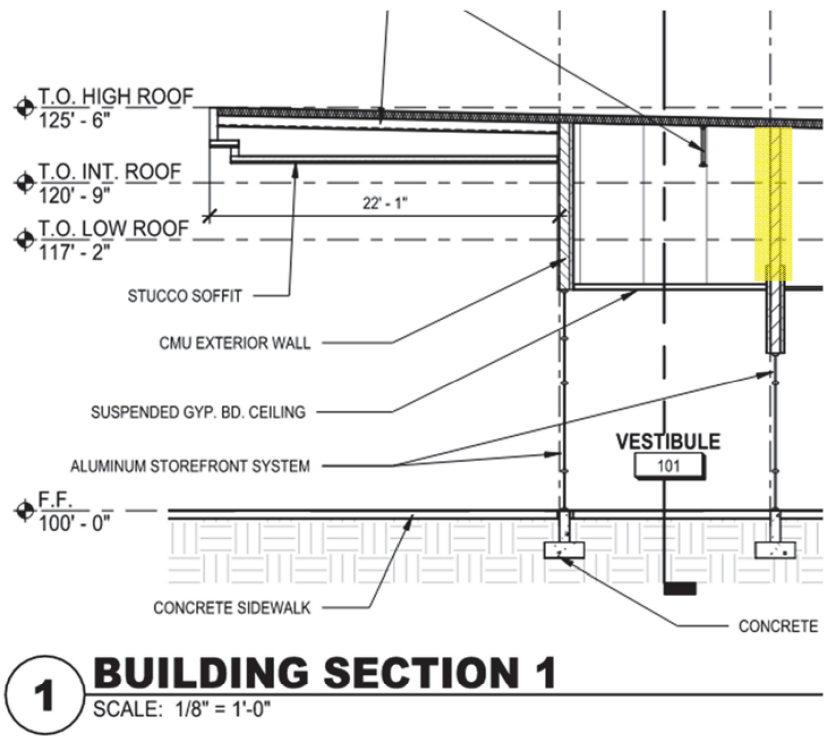
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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**REQUEST**

Wall Between Vestibule 101 and Lobby 102 to be Full Height to Structure

**RESPONSE/SOLUTION**

Full height wall at this location is included in the base cost and has been identified on Sheet A7.01, Detail 1.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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PWP No.: CL-2024-182

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### Design Evolution (DE) #22

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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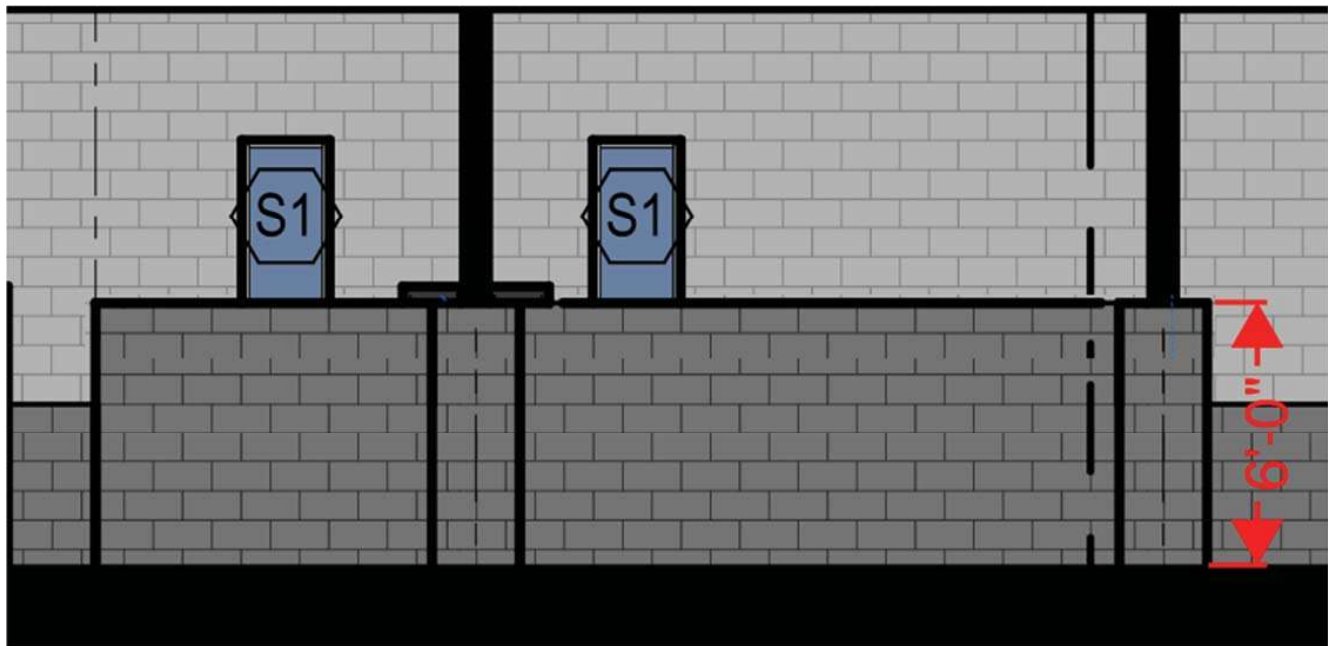
#### REQUEST

Patio Wall Height to be 6'-0".

---

#### RESPONSE/SOLUTION

Patio wall height of 6'-0" is included in the base cost as depicted below.



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Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
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PWP No.: CL-2024-182

**Design Evolution (DE) #23**

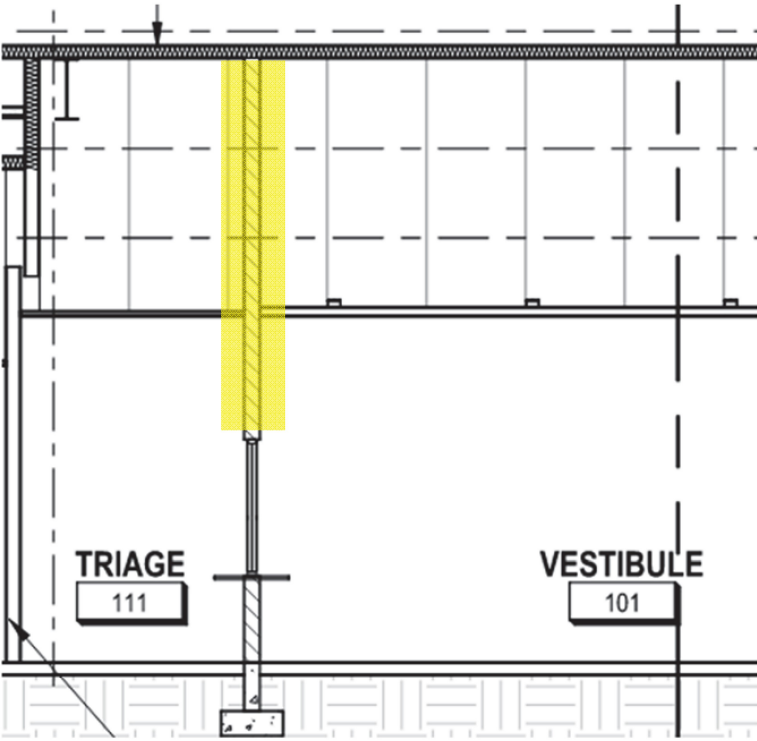
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
-----------	---	-------------	---

**REQUEST**

Wall Between Vestibule 101 and Triage 111 to be Full Height to Structure

**RESPONSE/SOLUTION**

Full height wall at this location is included in the base cost and has been identified on Sheet A7.02, Detail 5.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting





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PWP No.: CL-2024-182

**Design Evolution (DE) #24**

<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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**REQUEST**

Need 100% Air Exchange at Evidence Room 129, Chute 130, and Alcove 131.

**RESPONSE/SOLUTION**

Add Dedicated Outdoor Air System (DOAS) and Exhaust Ducts to Rooms 129, 130, and 131 as depicted below. Exhaust fan will remain, DOAS will supplement air changes to eliminate order transfer.



**DE #24 and DE #25 must be taken together as they share common equipment. Taking one without the other will result in cost changes.**

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

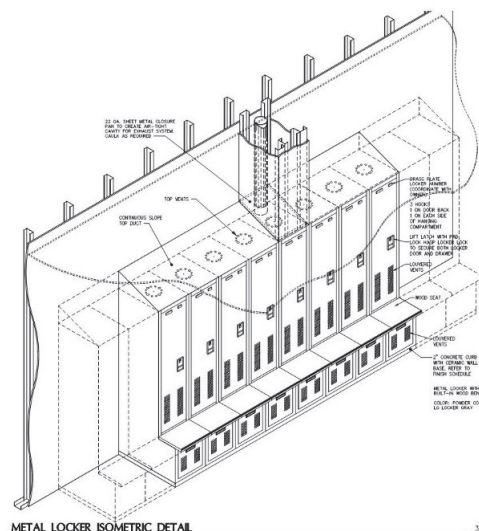
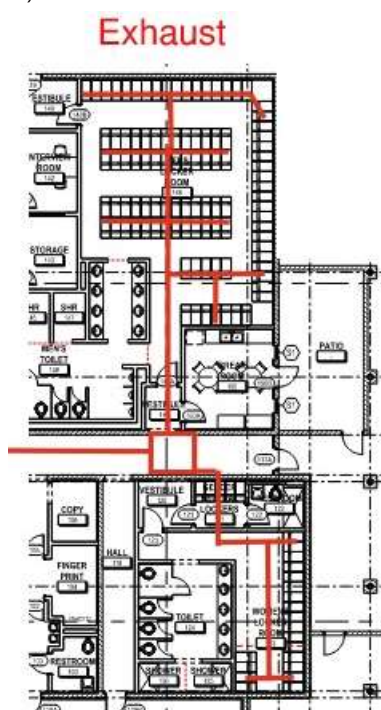
**Date:** 8/13/2024 Meeting

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

## REQUEST

### RESPONSE/SOLUTION



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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Las Vegas, Nevada 89128  
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**City of Las Vegas**  
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PWP No.: CL-2024-182

## Design Evolution (DE) #26

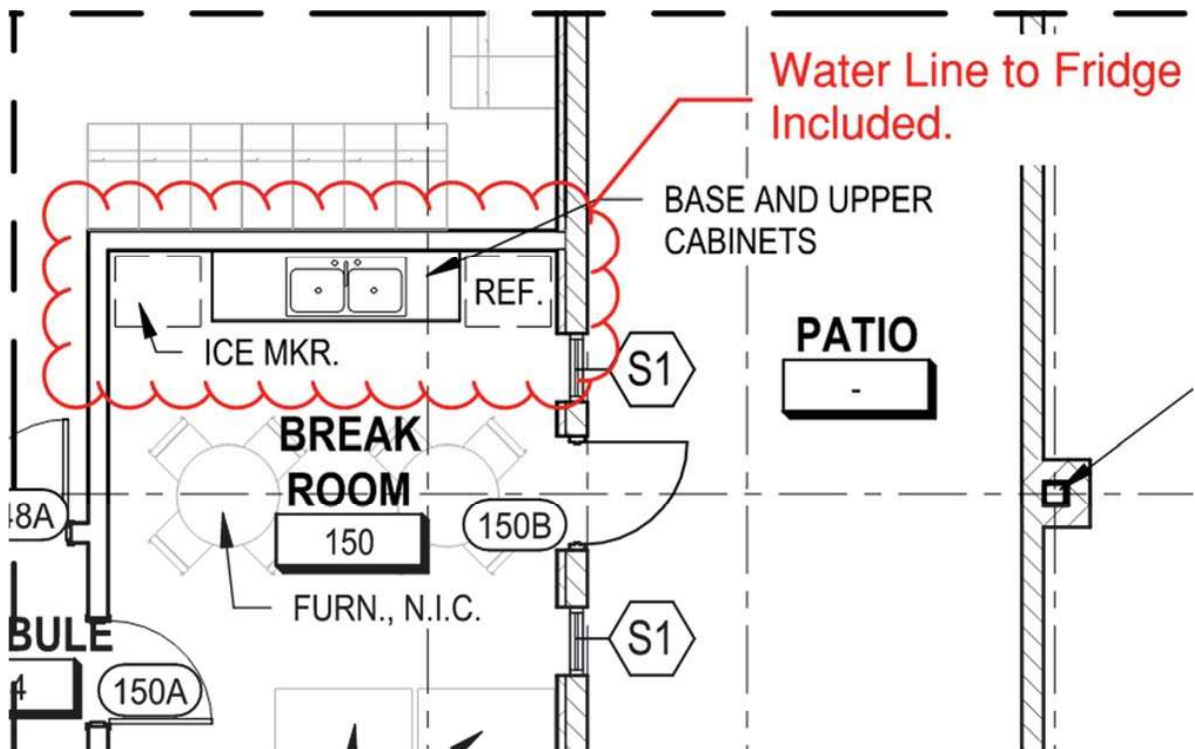
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

Floor Sink Located at Ice Machine, Refrigerator to Have Water in Room 150.

### RESPONSE/SOLUTION

- See DE 09 for Floor Sink Location
- Water at Refrigerator in Room 150 is included in the base cost and has been identified on Sheet P1.01.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



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Las Vegas, Nevada 89128  
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**City of Las Vegas**  
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PWP No.: CL-2024-182

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### Design Evolution (DE) #27

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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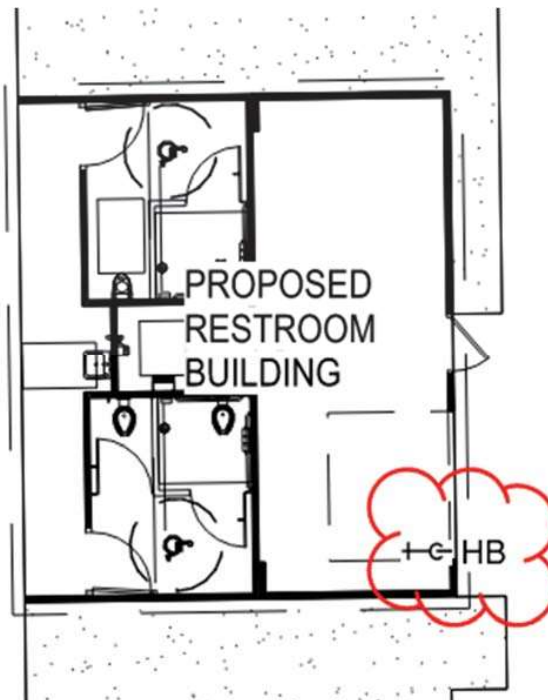
#### REQUEST

Add Hose Bibb off Back of Storage Room

---

#### RESPONSE/SOLUTION

Hose bibb is included in the base cost, final location to be coordinated throughout design.



---

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting





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7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
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**City of Las Vegas**  
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LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

25,980

## Design Evolution (DE) #28R1 (incl 29, 30, 31, 32, 33, 34, & 36)

<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

28. Need 2 Additional Data Jacks for the Body Camera and Taser at Room 136.
29. Rooms 139 and 140 Need Power and Data to Accommodate 10 Desks Per Room
30. Rooms 105 and 108 Need Power and Data
31. Room 116 Needs a Minimum of 6-9 Data Jacks
32. Room 113 Needs a Minimum of 9 Data Jacks and Convenience Power
33. Room 145 Counter Needs Power
34. Rooms 127, 142, and 143 Need Power
35. Need Convenience Power Throughout the Building for Cleaning Equipment, Etc.

### RESPONSE/SOLUTION

Add power and data jacks as identified above. Please refer to the attached Sheet E2.01



Circle One

**ACCEPTED**

**REJECTED**

By Shelly Hayden, AIA (CLV)

Date: 8/19/2024 via Phone



**1 POWER PLAN - LEVEL 1**

### GENERAL SHEET NOTES

- REFER TO MATCHING GENERAL PLUMBING SUPPLEMENT FOR COMPLETIVE LOCATION AND DETAILING.
- ALL FLOOR FLOOR AND CEILING LOCATIONS ON FURNITURE SHALL BE CONFIRMED AT EACH OCCUPANCY TRANSFER TO RESIDENT.
- VERIFY EXISTING LOCATIONS OF ALL EQUIPMENT PER EACH OCCUPANCY TRANSFER.
- ALL EXISTING DISCONTINUES BY THE END OF WORKING.
- COORDINATE ALL OCCUPANCY TRANSFER WITH THE MANUFACTURER'S INSTRUCTIONS.
- REFER TO MANUFACTURER'S INSTRUCTIONS FOR LOCATION AND EQUIPMENT.

### KEYNOTES

[illegible]





**CORE West**  
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**City of Las Vegas**  
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LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #29**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
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F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #30**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**



**CORE West**  
7150 Cascade Valley Court  
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**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

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**Design Evolution (DE) #31**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #32**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #33**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #34**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**





**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #35**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #11**



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

**Design Evolution (DE) #36**

---

**To**

City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From**

Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

**INCLUDED IN  
DE #28**



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

## Design Evolution (DE) #37/38

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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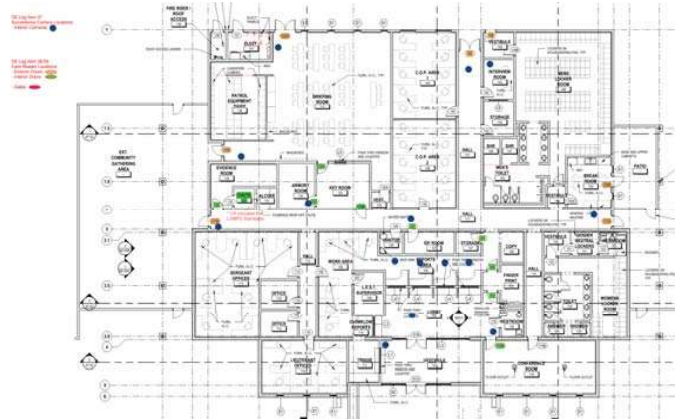
### REQUEST

Missing Cameras and Card Readers On Plans But Shown in Specs Outline

---

### RESPONSE/SOLUTION

- Fifteen Interior and Five Exterior Cameras are included in the base cost as indicated below.
- Ten Interior and Seven Exterior Card Readers are included in the base cost as indicated below.



---

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

## Design Evolution (DE) #39

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**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

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### REQUEST

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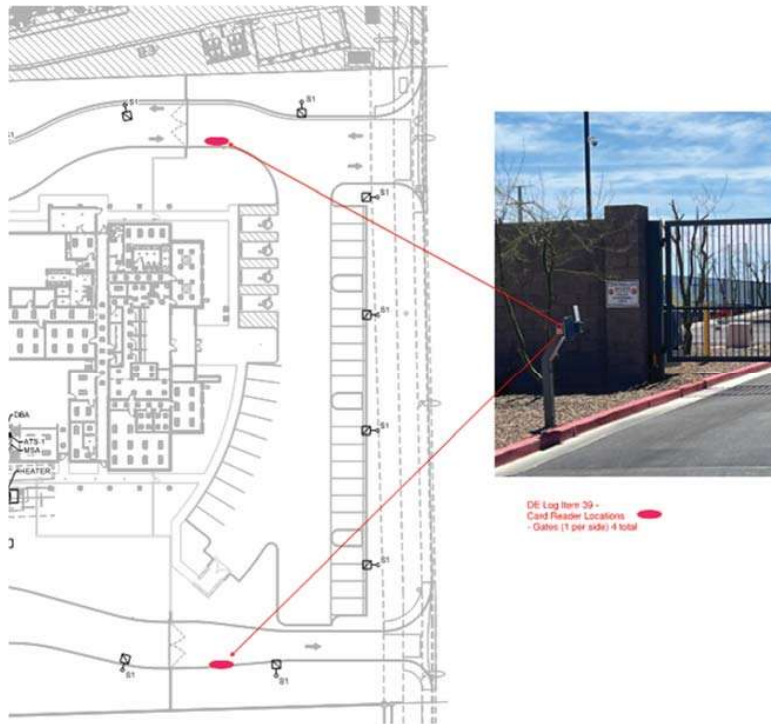
Card Readers Needed on Most Rooms and Exterior Gates Outside

---

### RESPONSE/SOLUTION

---

Add Four Exterior Card Readers as indicated below



---

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

**Design Evolution (DE) #40**

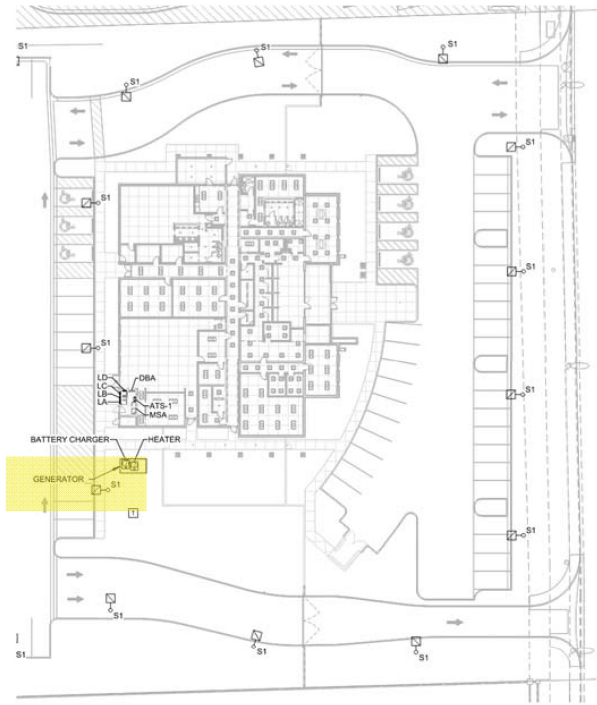
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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**REQUEST**

Show Generator Location on the Plans

**RESPONSE/SOLUTION**

Generator is included in the base cost and will be located on the southwest side of the Substation near MSA as indicated below.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

**Date:** 8/13/2024 Meeting



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

### Design Evolution (DE) #41

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<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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#### REQUEST

Per City Standards, no MC Cable Allowed. Must Provide Color Coding.

---

#### RESPONSE/SOLUTION

Raceways per City Standards are included in the base cost.

#### 260000      ELECTRICAL

- **Conduit** – Everything is to be in a conduit or cable tray. There is to be **NO MC CABLE** ALLOWED IN ANY CITY FACILITY. (Flexible allowed on lighting whips only). MC Cables to have Anti-short bushings at the ends to prevent shorting and shielding stripping. Conduit is to not be any smaller than ¾". All conduits to have separate Green ground wire. Any exposed conduit will be approved by the owner before final placement. Conduit is to be color coded with the following. (prefer colored conduit).

Power	Yellow
Emerg Power	Yellow w/Red Strips
Data Communications	Light Blue
Security Access Control Systems	Purple
Energy Monitoring and Control System	Navy Blue
Life Safety/Fire Alarm	Red
Fiber Optics	Orange
Paging	Brown
Telephone	Black

---

Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

CORE West

**Date:** 8/13/2024 Meeting





**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

## Design Evolution (DE) #42

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

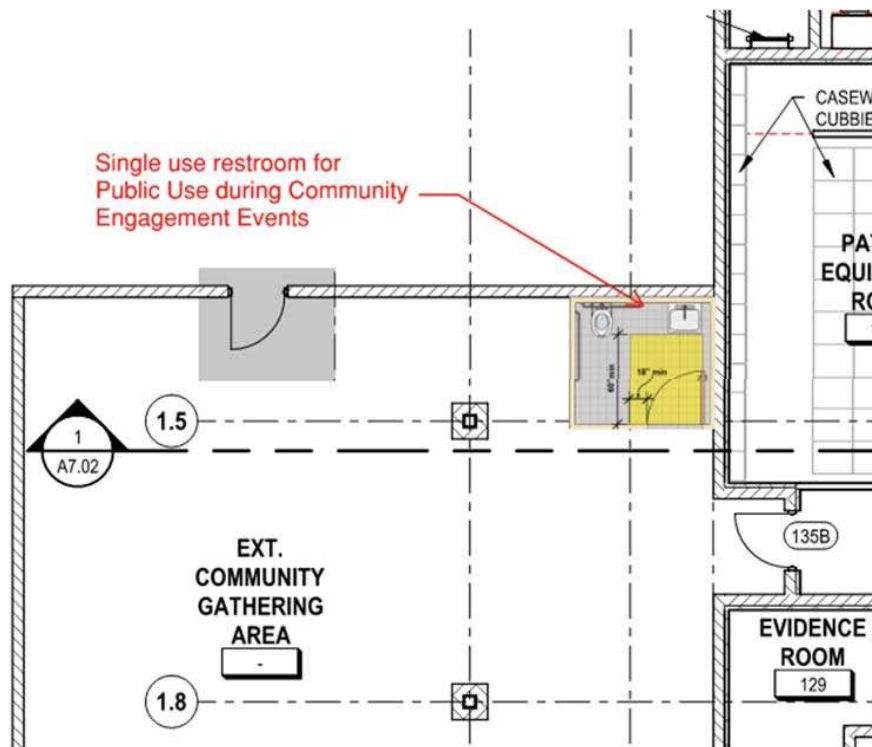
**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

### REQUEST

Add Restroom at Community Gathering Area - ALLOWANCE

### RESPONSE/SOLUTION

Add ADA accessible restroom to the Community Gathering Area of the building as depicted below. Restroom location, layout, size, and finishes to be determined throughout design.



Circle One

ACCEPTED

REJECTED

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

## Design Evolution (DE) #43 R1

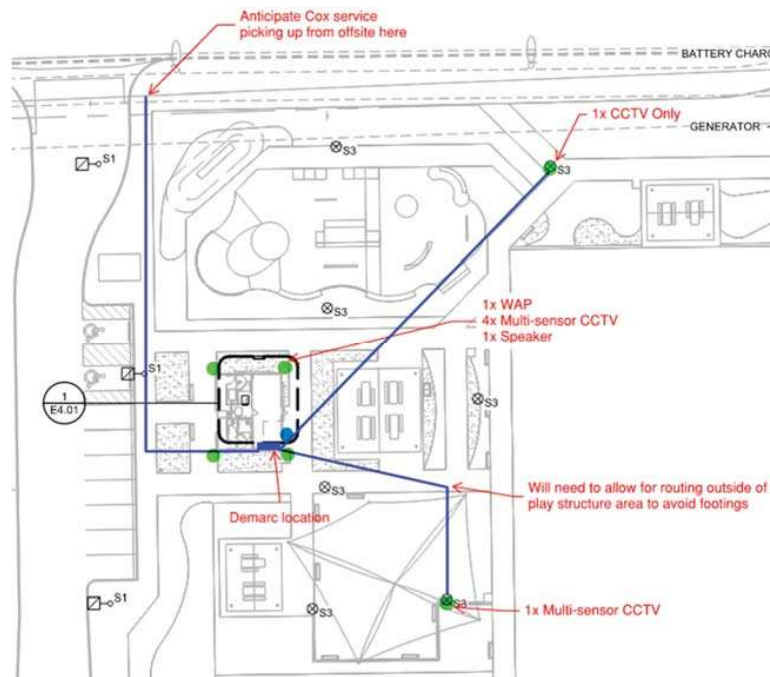
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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### REQUEST

Data to Serve Park Wi-Fi (Smart Cities) - ALLOWANCE

### RESPONSE/SOLUTION

Add Wi-Fi & CCTV capabilities to poles at park. Exact scope, pole, and locations to be determined throughout design. Scope includes providing and installing infrastructure for (6) CCTV devices, (1) OFCI WAP and (1) Speaker. Demarc location to include Split-Unit cooling and space for OFOI networking equipment inside the Storage building.



Circle One

**ACCEPTED**

**REJECTED**

**CARRY AS OWNER ALLOWANCE**

By Shelly Hayden, AIA (CLV)

Date: 8/19/2024 via Phone



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
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F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

## Design Evolution (DE) #44

<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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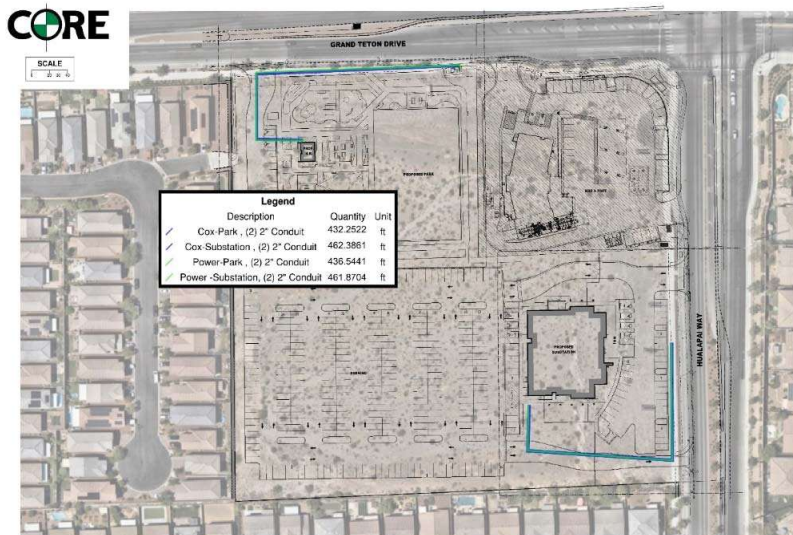
### REQUEST

Dry Utility Infrastructure - ALLOWANCE

### RESPONSE/SOLUTION

Add infrastructure for Dry Utilities for NV Energy, Cox, and Lumens pathway, trenching and all associated offsite work, including right-of-way patches. Design to be coordinated with each provider for two service entrances to separate the park from the substation. Allowance includes but is not limited to:

- Remove and replace sidewalk
- Relocate vaults / pull boxes
- Relocate streetlights
- Cox – right-of-way and on-site conduit, trench and pull boxes
- NV Energy – right-of-way and on-site conduit, trench and pull boxes
- Traffic Control / Barricades, and permits



Circle One

**ACCEPTED**

**REJECTED**

**CARRY AS OWNER ALLOWANCE**

By Shelly Hayden, AIA (CLV)

Date: 8/13/2024 Meeting



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

**Design Evolution (DE) #45**

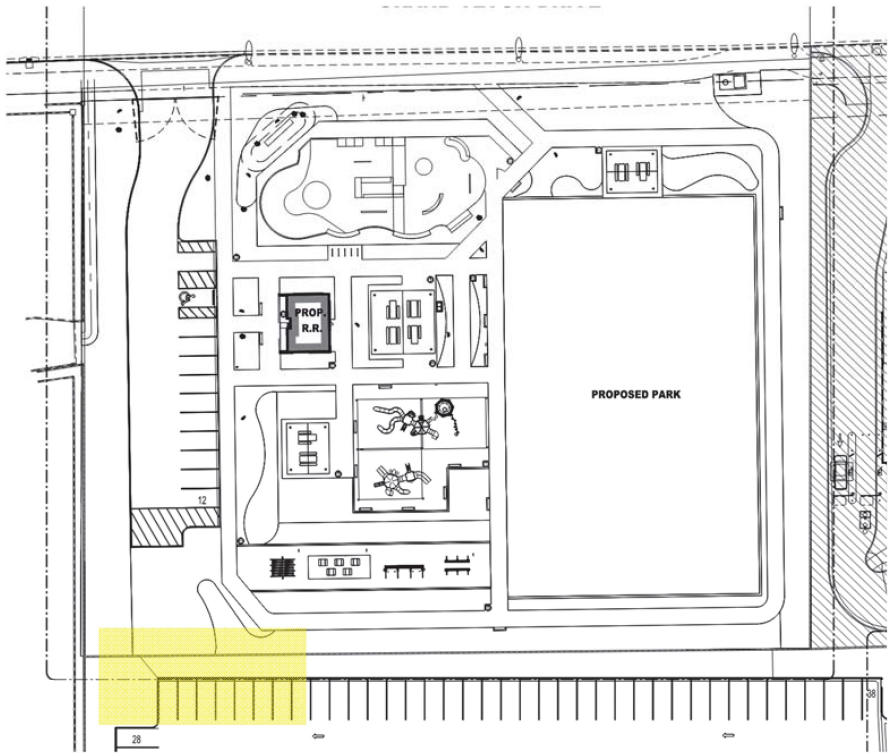
<b>To</b>	City of Las Vegas Purchasing & Contracts Division Department of Finance 495 South Main Street Las Vegas, NV 89101	<b>From</b>	Chris Laux CORE Construction 7150 Cascade Valley Court Las Vegas, Nevada 89128
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**REQUEST**

Remove Gate/Drive Between Substation and Park - DEDUCT

**RESPONSE/SOLUTION**

Remove gate/drive between Substation and Park as detailed below. Final design to be coordinated.



Circle One

**ACCEPTED**

**REJECTED**

**By** Shelly Hayden, AIA (CLV)

CORE West

**Date:** 8/13/2024 Meeting



**CORE West**  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128  
P: (702) 794-0550  
F: (702) 794-0953

**City of Las Vegas**  
24.MWB093.C1-TF Skye Canyon/Providence  
LVMPD Community Substation & City Park  
PWP No.: CL-2024-182

---

## Design Evolution (DE) #46

---

**To** City of Las Vegas  
Purchasing & Contracts Division  
Department of Finance  
495 South Main Street  
Las Vegas, NV 89101

**From** Chris Laux  
CORE Construction  
7150 Cascade Valley Court  
Las Vegas, Nevada 89128

---

### REQUEST

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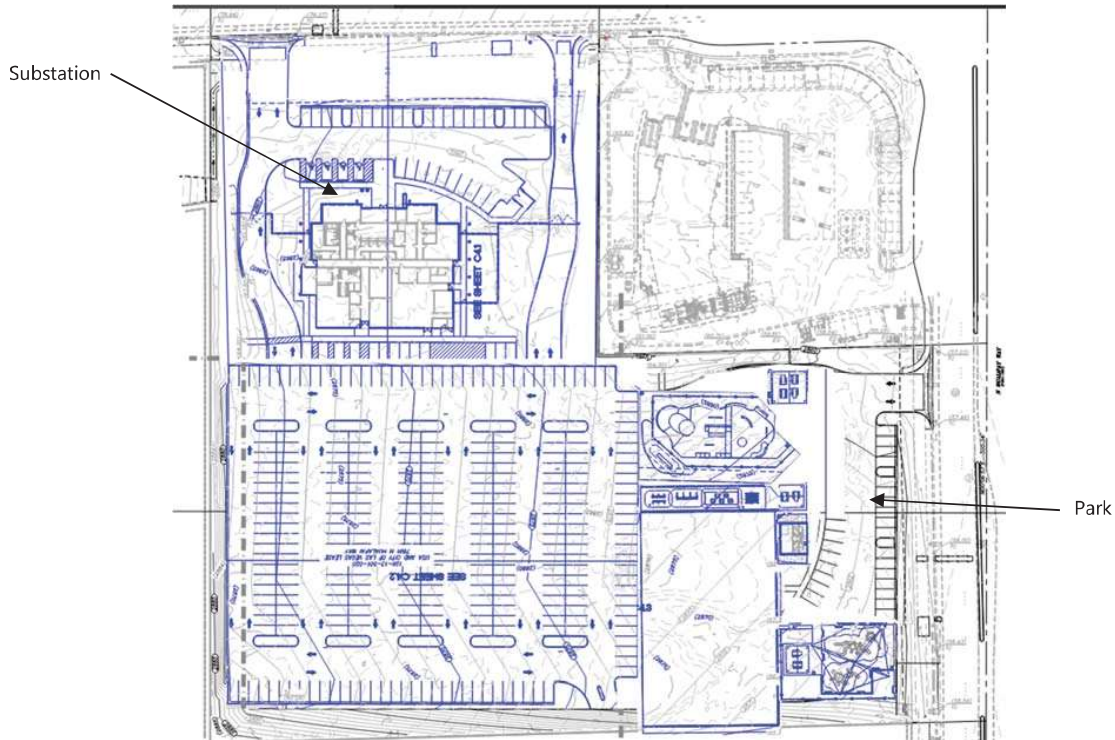
Alternate Siting/Grading - DEDUCT

---

### RESPONSE/SOLUTION

---

Reduce the grading export quantities and therefore costs associated with BLM requirements, by reconfiguring the site layout to relocate the LVMPD Substation entrance off Grand Teton and the park entrance off Hualapai.



---

Circle One

**ACCEPTED**

**REJECTED**

---

**By** Mike Janssen (CLV) via Tressa Fernandez (CLV)

**Date:** 7/30/2024 Email



LAS VEGAS CLARK COUNTY LIBRARY DISTRICT **MESQUITE LIBRARY**

**CORE** | Simpson Coulter | STUDIO  
PLANNING • ARCHITECTURE • INTERIOR DESIGN



TAB 1.4

# CERTIFICATION OF ELIGIBILITY FOR PREFERENCE IN BIDDING ON PUBLIC





# CERTIFICATION OF ELIGIBILITY FOR PREFERENCE IN BIDDING ON PUBLIC

PROVIDE **ATTACHMENT 4, PUBLIC WORKS BIDDER'S PREFERENCE AFFIDAVIT**, COMPLETED IN ITS ENTIRETY.

24.MWB093.C1-TF  
Skye Canyon LVMPD Substation & Park

## ATTACHMENT 4 PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Mark Hobaica ("Affiant"), on behalf of CORE ("Contractor"), swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.0117, and be eligible to receive a preference in bidding for Project No. 24.MWB093.C1-TF Project Name Skye Canyon LVMPD Substation & Park ("Project"), certify that for the duration of the Project, collectively, and not on any specific day:

- (a) At least 50 percent of the workers employed on the Project, including, without limitation, any employees of the Contractor and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
  - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
  - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the design-build team and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The Contractor, Applicant or Design-Build Team and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor, Applicant or Design-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all recording keeping obligations detailed in the General Conditions, entitles the City of Las Vegas to a penalty as defined by statute.

I, the Affiant, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

By : Mark Hobaica Title \*: Executive Vice President  
(Print Name of Affiant)

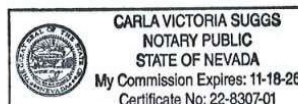
Signature of Affiant: [Signature] Date: May 30, 2024

Signed and sworn (or affirmed) before me on this 30<sup>th</sup> day of May, 20 24

State of Nevada )  
 ) ss.  
County of Clark )

[Signature]  
Notary Signature

STAMP AND SEAL



Rev.02.2024

12

Design-Build

# ATTACHMENT 4



# CERTIFICATION OF ELIGIBILITY FOR PREFERENCE IN BIDDING ON PUBLIC

24.MWB093.C1-TF  
Skye Canyon LVMPD Substation & Park

## ATTACHMENT 4 PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Sean Coulter ("Affiant"), on behalf of Simpson Coulter Studio

("Contractor"), swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.0117, and be eligible to receive a preference in bidding for Project No. 24.MWB093.C1-TF, Project Name Skye Canyon LVMPD Substation & Park

("Project"), certify that for the duration of the Project, collectively, and not on any specific day:

- (a) At least 50 percent of the workers employed on the Project, including, without limitation, any employees of the Contractor and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
  - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
  - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the design-build team and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The Contractor, Applicant or Design-Build Team and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor, Applicant or Design-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all recording keeping obligations detailed in the General Conditions, entitles the City of Las Vegas to a penalty as defined by statute.

I, the Affiant, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

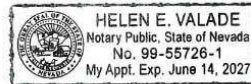
By : Sean Coulter Title \*: Partner  
(Print Name of Affiant)

Signature of Affiant: [Signature] Date: 5/20/2024

Signed and sworn (or affirmed) before me on this 20<sup>th</sup> day of May, 2024

State of Nevada )  
)ss. Helen E. Valade  
Notary Signature

County of Clark )



Rev.02.2024

12

Design-Build

# ATTACHMENT 4





# CERTIFICATION OF ELIGIBILITY FOR PREFERENCE IN BIDDING ON PUBLIC

IF THE LEAD CONSTRUCTION COMPANY IS ELIGIBLE FOR BIDDER'S PREFERENCE, PROVIDE A **CERTIFICATE OF ELIGIBILITY** FOR PREFERENCE IN BIDDING PUBLIC WORKS AS ISSUED BY THE NEVADA STATE CONTRACTORS BOARD.



## NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

### CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-19-0021**

**CORE WEST INC DBA CORE CONSTRUCTION** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0006144A** ORIGINAL ISSUE DATE: **03/04/1963** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **B-GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **APRIL 1, 2024** AND EXPIRES ON **MARCH 31, 2025**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*[Signature]* **3.12.2024**  
SUSAN BROIL-KAMESCH, LICENSING ADMINISTRATOR DATE  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



## NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

### CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-14-07-10-0510**

**CORE WEST INC DBA CORE CONSTRUCTION** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0077142** ORIGINAL ISSUE DATE: **07/11/2012** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2023** AND EXPIRES ON **JULY 31, 2024**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*[Signature]* **7.18.2023**  
SUSAN BROIL-KAMESCH, LICENSING ADMINISTRATOR DATE  
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



CITY OF LAS VEGAS HISTORIC WESTSIDE LEGACY PARK

CORE | LAGE design



TAB 1.5

# ATTACHMENT 5 CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPAL



## ATTACHMENT 5 CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPAL

COMPLETE DISCLOSURE OF OWNERSHIP/PRINCIPAL ATTACHMENT.

CORE West, Inc. dba CORE Construction

# ATTACHMENT 5



# ATTACHMENT 5 CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPAL


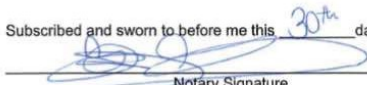

24.MWV093.C1-TF  
Skye Canyon LVMPD Substation & Park

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	James Jacobs	6320 Research Road, #101 Frisco, TX 75033	702.794.0550
2	Seth Maurer	7150 Cascade Valley Court Las Vegas, NV 89128	972.668.9340
3	Dennis Barber	3036 East Greenway Road Phoenix, AZ 85032	602.494.0800
4	Mark Steffen	3036 East Greenway Road Phoenix, AZ 85032	602.494.0800
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_

Block 5: Disclosure of Ownership and Principals – Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	Number of Pages: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")	
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.	
<div style="text-align: right;">             Signature            May 30<sup>th</sup>, 2024            Date         </div>	
Subscribed and sworn to before me this <u>30<sup>th</sup></u> day of <u>May</u> , 20 <u>24</u> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>             Notary Signature         </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">            CARLA VICTORIA SUGGS            NOTARY PUBLIC            STATE OF NEVADA            My Commission Expires: 11-18-26            Certificate No: 22-8307-01         </div> </div>	

Rev.02.2024

15

Design-Build

# ATTACHMENT 5



CITY OF LAS VEGAS SKYE CANYON FIRE STATION 46

CORE



TAB 1.6

# SUBCONSULTANT AND SUBCONTRACTOR INFORMATION



## SUBCONSULTANT AND SUBCONTRACTOR INFORMATION

USING **ATTACHMENT 6, SUB CONSULTANT AND SUBCONTRACTOR INFORMATION**, EACH FINALIST MUST PROVIDE THE SUB-CONSULTANT AND SUBCONTRACTOR LISTING WITH THE SUBMISSION OF ITS PROPOSAL. THE FINALIST AGREES TO ASSUME RESPONSIBILITY FOR ACTS OR OMISSIONS OF ITS SUB-CONSULTANT(S) OR SUBCONTRACTOR(S). NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN SUB-CONSULTANT(S) OR SUBCONTRACTOR(S) AND THE OWNER.

# ATTACHMENT 6



**CORE** | **Simpson Coulter** | **STUDIO** | **LAGE** design  
PLANNING • ARCHITECTURE • INTERIOR DESIGN

[coreconstruction.com](http://coreconstruction.com)

[simpsoncoulter.com](http://simpsoncoulter.com)

[lagedesigninc.com](http://lagedesigninc.com)





# EXHIBIT B

## GENERAL CONDITIONS

## **EXHIBIT B GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

### **SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES**

- 2.01 Designated Representative
- 2.02 Responsibility for Site Conditions and Geotechnical Information
- 2.03 Responsibility for the Security of the Work and Project Site
- 2.04 Responsibility for Protecting Adjacent Areas
- 2.05 Responsibility for Construction Safety
- 2.06 Responsibility for Clean-Up of the Work Site
- 2.07 Responsibility for Construction Procedures
- 2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors
- 2.09 Responsibility for Employment of Competent Superintendent
- 2.10 Responsibility for Uncovering and Correcting the Work
- 2.11 Responsibility for Permits and Fees
- 2.12 Responsibility for Record Documents
- 2.13 Responsibility for Substitutions of Materials, Products or Services
- 2.14 Responsibility for the Delivery and Storage of Materials and Equipment
- 2.15 Responsibility for Emergencies
- 2.16 Responsibility for Payment of Subcontractor and Other Parties
- 2.17 Responsibility for Schedule of Values

### **SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES**

- 3.01 Designated Representative
- 3.02 Right to Perform or Award Separate Contracts for Portions of the Work
- 3.03 Right to Perform Additional Work Within or Near the Project Site
- 3.04 Progress Meetings
- 3.05 Right of Suspension
- 3.06 Right of Termination for Convenience
- 3.07 Owner's Right to Replace Subcontractor or Subconsultant

### **SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION**

- 4.01 Notice to Proceed
- 4.02 Guaranteed Project Schedule
- 4.03 Progress of the Work
- 4.04 Contract Time
- 4.05 Progress Payments and Retainage

### **SECTION 5. COMPLETION OF THE PROJECT**

- 5.01 Substantial Completion
- 5.02 Punch List
- 5.03 Final Inspection and Final Acceptance of the Work
- 5.04 Final Payment
- 5.05 Non-Conforming Work Not Accepted



## **SECTION 6. LIQUIDATED AND DELAY DAMAGES**

- 6.01 Owner's Recovery of Liquidated Damages
- 6.02 Delay Damages

## **SECTION 7. BONDING REQUIREMENTS**

- 7.01 Required Bonds
- 7.02 Acceptable Surety
- 7.03 Failure to Maintain Bonds

## **SECTION 8. INSURANCE REQUIREMENTS**

- 8.01 Contractor provided Insurance -In General
- 8.02 Acceptable Insurance Company
- 8.03 Premiums, Deductibles and Self-Insured Retentions
- 8.04 Certificate of Insurance
- 8.05 Renewal Policies
- 8.06 Cancellation and Modification of Insurance Coverage
- 8.07 No Recourse
- 8.08 Endorsements and Waivers
- 8.09 Failure to Provide or Maintain Insurance Coverage
- 8.10 Endorsements and Waivers
- 8.11 Failure to Provide or Maintain Insurance Coverage (Revised)

## **SECTION 9. INDEMNITY**

- 9.01 General Indemnity
- 9.02 Patent Indemnity

## **SECTION 10. BREACH OF CONTRACT AND REMEDIES**

- 10.01 Definition of Breach
- 10.02 Event of Default
- 10.03 Damages
- 10.04 Termination for Cause
- 10.05 Owner's Right to Perform the Work
- 10.06 Deduction From Progress Payments
- 10.07 Rights and Remedies are Cumulative

## **SECTION 11. REPRESENTATIONS AND WARRANTIES**

- 11.01 General Representations and Warranties
- 11.02 Warranty of Merchantability and Fitness for Particular Purpose
- 11.03 Warranty Work Conforms with Requirements of the Contract
- 11.04 Warranty Exclusions Prohibited

## **SECTION 12. DISPUTES BETWEEN THE PARTIES**

- 12.01 Preliminary Resolution
- 12.02 Arbitration
- 12.03 Alternate Dispute Resolution Costs and Fees
- 12.04 Notice of Dispute
- 12.05 Right of Judicial Action
- 12.06 Waiver of Jury Trial

## **SECTION 13. COMPLIANCE WITH THE LAWS**

- 13.01 General
- 13.02 Compliance with Labor Laws
- 13.03 Compliance with Americans with Disabilities Act
- 13.04 Compliance with Immigration Reform Control Act of 1986
- 13.05 Air Pollution Control
- 13.06 Fire Prevention
- 13.07 Provisions Required by Law
- 13.08 Stormwater Pollution Control
- 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous)
- 13.10 Compliance with National Environmental Policy Act (NEPA)

## **SECTION 14. CONTRACT INTERPRETATION**

- 14.01 General
- 14.02 Intent and Correlation
- 14.03 Governing Order of Contract Documents
- 14.04 Conflicting Conditions
- 14.05 Graphic Enhancement

## **SECTION 15. MISCELLANEOUS PROVISIONS**

- 15.01 Regulatory Authorities
- 15.02 Subcontracts
- 15.03 Right to Review and Audit
- 15.04 Independent Design-Build Team
- 15.05 Severability
- 15.06 Assignment of Contractual Rights
- 15.07 Ownership and Use of Documents
- 15.08 Prohibited Interest
- 15.09 Waiver
- 15.10 No Personal Liability
- 15.11 Contract Modification
- 15.12 Counterpart Signatures

## SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

**"Addendum"** means any written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of Proposals which modifies or interprets the RFP Documents by means of an addition, deletion, clarification, correction or other type of modification.

**"Adverse Weather"** means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

**"Bridging Documents"** means the initial documents provided by the Owner to the Design-Build Team which describe the aesthetic and functional requirements of the Project and includes without limitation, the following schematic documents: site plans, demolition plans, grading plans, utility plans, floor plans, elevations, sections, details, window/door schedules, ceiling/lighting plans, roofing plans, interiors, planting plans, electrical/plumbing/mechanical information, geotechnical evaluations, asbestos survey and abatement, fire line analysis, irrigation line analysis, technical drainage studies, and related work. The Bridge Documents will be used by the Design-Build Team to prepare the final stamped plans, specifications and related contract documents for the Project.

**"Change Directive"** means any written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Design-Build Team is to proceed immediately with the implementation of the Change Directive.

**"Change Order"** means any written order to the Design-Build Team signed by the Owner and Design-Build Team issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Design-Build Team's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

**"Consultant"** means the consulting firm contracted by the Owner to assume some or all of the responsibilities of the Owner for administration of the Contract.

**"Contract"** means the entire agreement between the parties as set forth in the Contract Documents which does not come into legal existence until execution of the Design-Build Contract by the Owner.

**"Contract Amount"** means the compensation to be paid the Design-Build Team to perform the Work and is included in the "Contract Amount" section of the Design-Build Contract.

**"Contract Documents"** means the Design-Build Contract, including all incorporated documents.

**"Contract Time"** means the number of days set forth in Section 5 of the Design-Build Contract (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

**"Critical Path"** means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

**"Critical Path Method"** means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5<sup>th</sup> Edition).

**"Date of Substantial Completion"** means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended.

**"Day"** means a calendar day unless otherwise specifically designated.

**"Design-Build Team" ("Team")** means an entity that consists of at least one person who is licensed as a general engineering contractor or a general building contractor pursuant to chapter 624 of NRS; and at least one person who holds

a certificate of registration to practice architecture pursuant to chapter 623 of NRS. Design-Build Team shall have the same meaning as defined in Nevada Revised Statute 338.

**"Designated Representative"** means the person authorized pursuant to Section 3.01 (Designated Representative) of the General Conditions to act or make decisions on behalf of the Owner.

**"Drawings"** mean the diagrammatic representations of the requirements for construction of the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

**"Final Completion"** means the satisfactory completion of all of the Work under the Contract. Final Completion occurs only after the Design-Build Team complies with the requirements of Section 5.03 (Final Inspection and Final Completion of the Work) of the General Conditions and the Owner approves final payment to the Design-Build Team.

**"Modification"** means (i) any Addendum pertaining to the Contract, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

**"Notice of Award"** means the letter issued by the Owner notifying the Design-Build Team of the award of the Project by the City Council, authorizing the Design-Build Team to proceed with the procurement of the bonds and insurance, and including the Design-Build Contract for execution and return to the Owner.

**"Notice to Proceed"** means the document issued by the Owner that (i) establishes the date the Design-Build Team is authorized to commence activity, and (ii) commences the running of the Contract Time.

**"Owner"** means the City of Las Vegas and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the Owner's Designated Representative identified in Section 3.01 (Designated Representative) of the Contract.

**"Product Data"** means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and any other information furnished by the Design-Build Team to illustrate a material, product or system for some portion of the Work.

**"Project"** means the total design and construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the Owner or by others hired by the Owner.

**"Promptly"** means without delay and on time.

**"Proposal"** means the written document submitted by the Design-Build Team in response to the Owner's Request for Final Proposals.

**"Reasonable Time"** means ten (10) business days, except where otherwise specified, or unless City Council action is required.

**"RFP Documents"** means the documents comprising the Request for Final Proposals for the Design-Build of the Symphony Park Parcels B and L Parking Garages Project (RFP No. 17.60005-JL) and includes the following documents: Request For Final Proposal, Instructions (together with Proposal forms) and the Design/Build Contract and documents incorporated therein.

**"Samples"** mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Design-Build Team and that establish standards for the judgment of the Work.

**"Shop Drawings"** mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Build Team or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**"Subcontractor"** means any individual or entity who is sublet any part of the Work by the Design-Build Team. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Design-Build Team.

**"Submittal"** means the item required by the Contract to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

**"Substantial Completion"** means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

**"Technical Specifications"** means the written descriptions of the requirements for the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

**"Work"** means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Design-Build Team to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

## **SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES**

### **Section 2.01 Designated Representative**

The Design-Build Team's Designated Representative with respect to the Contract is Mark Hobiaca. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Design-Build Team and to make other decisions on the part of the Design-Build Team. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Design-Build Team.

### **Section 2.02 Responsibility for Site Conditions and Geotechnical Information**

The Design-Build Team awarded this Contract, shall be responsible for investigating the surface and subsurface conditions of the Work site, and for rendering the same suitable for the completion of the Project. The Owner agrees to retain at its own cost and expense, the services of a geotechnical consultant who shall conduct an investigation of the Work site including, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations to Design-Build Team. Such reports and recommendations shall promptly be made available to the Design-Build Team. The Design-Build Team retains responsibility for the engineering design and construction associated with the preparation and excavation of the Work site and the construction of foundations necessary to complete the Project according to the Contract.

### **Section 2.03 Responsibility for the Security of the Work and Project Site**

Design-Build Team is responsible at all times for the Work and for the Project site regardless of whether or not the Owner has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Design-Build Team and the Owner. The Design-Build Team shall conduct its operations under the Contract in a manner so as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Design-Build Team, Owner or any other person. The Design-Build Team shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Design-Build Team shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Design-Build Team shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the Design-



Build Team of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Design-Build Team's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Design-Build Team shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

#### **Section 2.04 Responsibility for Protecting Adjacent Areas**

Unless otherwise specifically provided in the Contract, the Design-Build Team shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the Design-Build Team shall give due notice to the Owner of its intention to start the Work. The Design-Build Team shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Design-Build Team shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

#### **Section 2.05 Responsibility for Construction Safety**

The Design-Build Team shall be solely and completely responsible for providing safe conditions at the Project Site to assure the protection of employees and other persons present thereon, and any property affected by the performance of the Work. Prior to the Notice to Proceed, the Design-Build Team shall submit its Safety Management Program setting forth the safety precautions and procedures to be in effect at the Project Site. The Design-Build Team shall comply with all of the requirements set forth in the Safety Management Program, which is incorporated herein by this reference. Each Subcontractor shall agree in writing to comply with the requirements of the Safety Management Program prior to performing any portion of the Work.

An employee of the Design-Build Team shall be designated the person who shall be responsible for the safety conditions at the Project Site. Such designated person shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Design-Build Team shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Any Hazardous Substance encountered at the Project Site shall be handled in accordance with applicable laws, ordinances, rules and regulations governing such substance.

#### **Section 2.06 Responsibility for Clean-Up of the Work Site**

The Design-Build Team shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Design-Build Team shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Design-Build Team shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The Design-Build Team shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, the Owner may satisfy the requirements of this Section at the Design-Build Team's expense.

#### **Section 2.07 Responsibility for Construction Procedures**

The Design-Build Team shall supervise and direct the Work using its best skill and attention. The Design-Build Team shall be solely responsible for the design, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Design-Build Team shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Design-Build Team.

#### **Section 2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors**

The Design-Build Team shall have no substitutions in their Team Members, Key Personnel, and Named Subconsultants or Subcontractors without the Owner's prior written consent.

**Section 2.09 Responsibility for Employment of Competent Superintendent**

The Design-Build Team shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. The Superintendent shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract. The Design-Build Team shall designate a Superintendent who is acceptable to the Owner. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner. The Owner shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

**Section 2.10 Responsibility for Uncovering and Correcting the Work**

If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

**Section 2.11 Responsibility for Permits and Fees**

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Design-Build Team shall assist the Owner with obtaining all the necessary permits and the Owner shall pay the plan check fee and permit fees associated therewith, which are necessary for the proper execution and completion of the Work. The Design-Build Team shall pay costs associated with any deferred submittals.

**Section 2.12 Responsibility for Record Documents**

The Design-Build Team shall keep a marked-up, up-to-date set of the Progress Record Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

**Section 2.13 Responsibility for Substitutions of Materials, Products or Services**

**a. Criteria.** The Design-Build Team may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the Design-Build Team shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

**b. Procedure.** The Design-Build Team shall, within 10 days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the Design-Build Team fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the Owner, a written authorization will be provided to the Design-Build Team. No substitution will be allowed which will result in an increase in the Contract Amount.

**c. Burden of Proof.** The burden of proof in establishing the equality of the proposed substitution shall be upon the Design-Build Team. Approval of a substitution shall not relieve the Design-Build Team from responsibility for compliance with the other requirements of the Contract. The Design-Build Team shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

**d. Required Certificates.** The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

#### **Section 2.14 Responsibility for the Delivery and Storage of Materials and Equipment**

The Design-Build Team shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Design-Build Team.

#### **Section 2.15 Responsibility for Emergencies**

When emergencies affecting or threatening the safety of any person or property occur, the Design-Build Team shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Design-Build Team should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other Design-Build Teams, the Owner's own forces, and the Design-Build Team's on-site equipment and materials, in which case, the Design-Build Team shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Perform the Work).

#### **Section 2.16 Responsibility for Payment of Subcontractor and Other Parties**

The Design-Build Team is responsible for paying each Subcontractor and Subconsultant performing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

#### **Section 2.17 Responsibility for Schedule of Values**

The Design-Build Team, if so requested by the Owner, shall provide the Owner with a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Design-Build Team shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the Owner.

### **SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES**

#### **Section 3.01 Designated Representative**

Owner's Designated Representative with respect to the Contract shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

The Designated Representative shall not have any authority to change or interpret the Contract or Contract Documents, whether orally or in writing. Any ambiguity between the parties that require interpretation of the Contract or Contract Documents shall be resolved by written submission of a Request for Information by the Design-Build Team. Any request for a change to the Contract or Contract Documents shall be resolved by written submission of a Change Order request by the Design-Build Team. The Contract or Contract Documents shall not be changed without written confirmation from the Owner.

Communications from the Owner's Representative may be verbal or written. Any verbal instruction or directive by the Owner's Representative to the Design-Build Team that changes either the Contract Amount or Contract Time or that changes either the Contract or the Contract Documents shall not be valid unless confirmed in writing and acknowledged and accepted by the Owner 1) within five working days or 2) when the work that is subject to the verbal directive commences, whichever is earlier. Absent written confirmation of the Owner's Representative's verbal instruction to the Design-Build Team, the parties agree that there is a strong presumption that no such verbal directive was ever given.

#### **Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work**

**a. Coordination.** The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate Design-

Build Team with the Work of the Design-Build Team. The Design-Build Team shall participate with the Owner and the other separate Design-Build Teams in reviewing their construction schedules when so directed by the Owner.

**b. Revisions to the Guaranteed Project Schedule.** The Design-Build Team shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Design-Build Team. If the activities by the Owner or the other Design-Build Teams are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Design-Build Team shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

**c. Storage of Equipment and Materials.** The Design-Build Team shall afford the Owner and any separate Contractor reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Build Team's construction and operations with theirs as required by the Contract.

**d. Reporting of Separate Contractor Deficiencies.** If part of the Work depends on the proper execution of construction or operations by the Owner or a separate Contractor, the Design-Build Team shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner any apparent discrepancies or defects in such other construction or operations that would render the Work unsuitable for proper execution by the Design-Build Team. The Design-Build Team's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction or operations is fit and proper for the Design-Build Team to proceed with the Work, except as to defects not then reasonably discoverable.

**e. Delays and Damages to Separate Contractors.** The Design-Build Team shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate Contractor for delay, improperly timed activity, defective construction or damage to the work of the separate Contractor which is caused by the Design-Build Team. The Design-Build Team agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the Design-Build Team which is caused (i) by the Design-Build Team, or (ii) by a separate Contractor unless such Contractor is under contract to the Owner, or to a general Contractor of the Owner.

**f.** The Owner shall pay each claim of cost incurred by the Design-Build Team arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate Contractor acting under the direction or control of the Owner, or under the direction and control of a general Contractor of the Owner.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

**g. Repair of Damages.** The Design-Build Team shall promptly repair any damage caused by the Design-Build Team to the work of a separate Contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

### **Section 3.03 Right to Perform Additional Work Within or Near the Project Site**

The Owner reserves the right at any time to contract with another Contractor whose work may occur within or near the site of the Project. In such event, the Design-Build Team agrees not to interfere with or hinder the progress of work by the other Contractor, and the Owner agrees to require such Contractor to coordinate its work with that of the Design-Build Team. The Design-Build Team agrees to cooperate and coordinate with such Contractor as directed by the Owner.

The Design-Build Team shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors within the limits of the same Project. The Design-Build Team shall join the Work with that of the other Contractor in an acceptable manner and shall perform it in proper sequence to that of the other Contractor.

### **Section 3.04 Progress Meetings**

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the Owner. The Owner shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The

attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

### **Section 3.05 Right of Suspension**

The Owner may, without cause, order the Design-Build Team in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the Design-Build Team), on the increased cost of performance caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that:

- i. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Build Team is responsible; or
- ii. An equitable adjustment is made or denied under another provision of the Contract Documents, or
- iii. The Design-Build Team could have mitigated the increase in cost to perform the Contract.

### **Section 3.06 Right of Termination for Convenience**

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the Design-Build Team in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Design-Build Team shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

- i. Stop all construction;
- ii. Place no further orders for materials or services;
- iii. Terminate all subcontracts;
- iv. Cancel all material and equipment orders as applicable; and
- v. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Design-Build Team.

Within 180 days of the date of the Notice of Termination, the Design-Build Team shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Design-Build Team fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Design-Build Team because of the termination and shall pay the determined amount to the Design-Build Team.

### **Section 3.07 Owner's Right to Replace Subcontractor or Subconsultant**

The Owner shall have the right to require that the Design-Build Team replace any Subcontractor or Subconsultant at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

## **SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION**

### **Section 4.01 Notice to Proceed**

After receipt of all required post-Proposal submittals, the Owner will issue the Notice to Proceed. The Design-Build Team shall not commence activities on the Project prior to the date specified in the Notice to Proceed.

### **Section 4.02 Final Project Schedule**

Within 10 days after Notice to Proceed time, the Design-Build Team shall submit the Final Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

### **Section 4.03 Progress of the Work**

The Design-Build Team shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.



If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the Design-Build Team agrees to take the following actions at no additional cost to the Owner to correct such tardiness:

- i. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;
- ii. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,
- iii. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Design-Build Team to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the Design-Build Team is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the Design-Build Team pursuant to Section 10.01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the Design-Build Team has taken or is taking corrective action, immediately correct the Design-Build Team's failure at the Design-Build Team's expense by exercising the right to perform and carry out the work as provided in Section 10.05 (Owner's Right to Perform the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the Design-Build Team's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the Owner deems appropriate.

#### **Section 4.04 Contract Time**

Design-Build Team shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time.

#### **Section 4.05 Progress Payments and Retainage**

**a. Progress Bills and Payments.** The Design-Build Team may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the Design-Build Team's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The Design-Build Team must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338. The Owner requires the use of LCP Tracker software for the submission of certified payrolls by the Contractor and all of its Subcontractors.

**b. Retainage.** From the progress payment to be made to the Design-Build Team, the Owner shall deduct and retain an amount equal to five percent (5%) of the amount approved for payment through 50% completion of the work..

**c. Payment for Stored Material.** The Owner may at its discretion pay the Design-Build Team for the cost of the material to be used in the performance of the Work, provided the material complies with the requirements of the Contract and the following conditions are satisfied:

- i. The Design-Build Team stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.
- ii. The Design-Build Team furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.
- iii. The Design-Build Team furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.

- iv. The Design-Build Team furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the Design-Build Team of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the Design-Build Team's stock, then in lieu of an invoice, the Design-Build Team shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the Design-Build Team's stock and that the claimed material and transportation costs represent the actual costs to the Design-Build Team.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Design-Build Team.

## **SECTION 5. COMPLETION OF PROJECT**

### **Section 5.01 Substantial Completion**

When the Design-Build Team considers the Work or portion thereof has reached Substantial Completion, the Design-Build Team shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Design-Build Team.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Design-Build Team for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Design-Build Team to finish the items on the punch list accompanying the Certificate. The date of substantial completion shall cease the time in the Contract Documents for completion of the Work for the purposes of liquidated damages. The Certificate of Substantial Completion shall be submitted to the Owner and Design-Build Team for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Design-Build Team is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the Design-Build Team's signature, and (i) the Design-Build Team shall immediately comply with the provisions of the Certificate, and any dispute involving the Design-Build Team's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

### **Section 5.02 Punch List**

The Design-Build Team shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Design-Build Team fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

The time stated for completion of punch list items shall include final clean up of the Work site.

### **Section 5.03 Final Inspection and Final Acceptance of the Work**

When the Design-Build Team considers the Work is complete, the Design-Build Team shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the Design-Build Team that application for final All warranties, guarantees and other applicable time periods designated in the payment may be made. The Contract shall not be considered to be fully performed until the Design-Build Team provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

### **Section 5.04 Final Payment**

Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the Design-Build Team shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the Design-Build Team of

all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of the Work.

No payment, final or otherwise, shall operate to release the Design-Build Team from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

#### **Section 5.05 Non-Conforming Work Not Accepted**

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the Owner shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

### **SECTION 6. LIQUIDATED AND DELAY DAMAGES**

#### **Section 6.01 Owner's Recovery of Time-Sensitive Liquidated Damages**

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Design-Build Team fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Design-Build Contract is a reasonable estimate of the damages to be suffered by the Owner.

The Design-Build Team agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Design-Build Team reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Design-Build Contract, the Design-Build Team agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the Owner permits the Design-Build Team to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the Owner of any of its rights or remedies under the Contract.

The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02 (Arbitration) of the Contract. If the Design-Build Team disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and alternative dispute resolution procedures set forth in that Section.

#### **Section 6.02 Delay Damages**

make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Design-Build Team may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

- i. Delays so unreasonable in length as to amount to an abandonment of the Project,
- ii. Delays caused by fraud, misrepresentation, concealment or other bad faith by the Owner,
- iii. Delays caused by active interference by the Owner, or
- iv. Delays caused by a decision by the Owner to significantly add to the scope or duration of the public work.

If any of the exceptions set forth in (i) through (iv) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01200 (Claims and Disputes) of the Technical Specifications. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Design-Build Team.

Without limiting the circumstances that may cause delays for which the Design-Build Team is assuming the risk for his delay damages, the following possible delay circumstances are considered within the contemplation of the parties:

- i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
- ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
- iii. Unmarked utilities or utility interferences,
- iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
- v. Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,
- vi. Acts or omissions of Design-Build Teams, subcontractors, suppliers and material manufacturers involved in the Work,
- vii. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the Owner, or under the direction or control of a general contractor of the Owner, and
- viii. Discovery of hazardous substances or substances suspected of being hazardous,

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

No Contractor claim for delay and impact damages shall be computed or determined on the basis of the Eichleay formula or a related formula to allocate unabsorbed overhead costs or expenses. Any claim and impact damages shall be computed or determined on the basis of actual damages incurred by the Contractor.

## **SECTION 7. BONDING REQUIREMENTS**

### **Section 7.01 Required Bonds**

The Design-Build Team shall purchase and maintain throughout the term of this Agreement, the following bonds:

- i. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
- ii. Labor and Material Payment Bond insuring the payment of all of the Subcontractor and material suppliers of the Design-Build Team in the amount of 100% of the Contract Amount.
- iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

### **Section 7.02 Acceptable Surety**

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. The Design-Build Team shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

### **Section 7.03 Failure to Maintain Bonds**

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7.02 (Acceptable Surety) of the Contract, the Owner may require the Design-Build Team to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall

constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

## SECTION 8. INSURANCE REQUIREMENTS

### Section 8.01 Section and Paragraph Headings

The section and paragraph headings appearing in this Request for Preliminary Proposals are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

### Section 8.02 Owner Provided Builder's Risk Insurance.

The Owner shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Deductible	\$10,000
Amount of Coverage:	Contract Amount
Policy Period:	Effective until final completion of the Project
Named Insured:	City of Las Vegas

### Section 8.03 Team provided Insurance – General

The Team awarded the Contract shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The insurance required hereunder shall not be interpreted to relieve the Team of any obligations under the Contract. The Team shall remain fully liable for all deductibles, including Builder's Risk Insurance provided by the Owner and amounts in excess of the coverage actually realized, except Builder's Risk.

**a. Commercial General Liability Insurance.** The Team shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Team may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Team. Any such excess insurance shall be at least as broad as the Team's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

**b. Automobile Liability Insurance.** The Team shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and

unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

**c. Workers' Compensation.** The Team shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Team

**d. Employer's Liability Insurance.** The Team shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 bodily injury by accident \$1,000,000 bodily injury by disease \$1,000,000 policy limited
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Team

**e. Errors and Omissions Insurance.** The Design Professional shall procure and maintain Errors and Omissions Insurance insuring against.

Scope of Coverage:	Per Policy
Type of Coverage:	Claims Made
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Effective until final completion of the Project
Named Insured:	Team

#### **Section 8.04 Acceptable Insurance Company**

The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

#### **Section 8.05 Premiums, Deductibles and Self-Insured Retentions**

The Team shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. The Team further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all



matters for which the Team is responsible hereunder, the Team shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Team insurance must be declared and approved by Owner.

#### **Section 8.06 Certificates of Insurance**

The Team must provide compliant certificates of insurance and required endorsements to the Owner or its designated certificate tracking service immediately upon request, as evidence that all insurance requirements have been met for, a certificate of insurance with respect to each required policy to be provided by the Team under this Exhibit. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section 8 shall be provided to the City or it's designated certificate tracking service if so requested.

#### **Section 8.07 Renewal Policies**

The Team shall promptly deliver a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the Owner or the designated certificate tracking service prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

#### **Section 8.08 Cancellation and Modification of Insurance Coverage**

Each insurance policy supplied by the Team must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

#### **Section 8.09 No Recourse**

There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Team under this Exhibit.

#### **Section 8.10 Endorsements and Waivers**

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

- i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Design-Build Team has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.
- ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.
- i. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### **Section 8.11 Failure to Provide or Maintain Insurance Coverage (Revised)**

The awarded Team's failure to provide or maintain any of the insurance coverage required herein would constitute a breach of the Contract.

### **SECTION 9. INDEMNITY**

#### **Section 9.01 General Indemnity**

The Design-Build Team shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence

of, the negligence, errors, omissions, recklessness or intentional misconduct on the part of the Design-Build Team, its officers, employees, agents, subcontractor or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract. The Owner may retain for its protection any money due and owing the Design-Build Team under this Contract. In the event no money is due and owing, the surety, if required, of the Design-Build Team, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner.

The Design-Build Team shall defend the Indemnitees against the Claims and in the event that the Design-Build Team fails to do so, the Owner shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs to the Design-Build Team. Nothing in the aforementioned Section 9.01 shall require the Design-Build Team to indemnify the Indemnitees for the claims or damages arising out of the sole negligence of the Indemnitees.

#### **Section 9.02 Patent Indemnity**

The Design-Build Team shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Patent Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Patent Claims"), incurred by the Patent Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the Design-Build Team, or out of the processes or actions employed by, or on behalf of, the Design-Build Team in connection with the performance of this Contract. The Design-Build Team shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Patent Indemnitees; provided that the Patent Indemnitees shall have notified the Design-Build Team upon becoming aware of such claims or actions, and provided further that the Design-Build Team's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Patent Indemnitees.

In order to avoid such claims or actions, the Design-Build Team shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

### **SECTION 10. BREACH OF CONTRACT AND REMEDIES**

#### **Section 10.01 Definition of Breach**

If, during the existence of the Contract, the Design-Build Team:

- i. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.16 (Responsibility for Payment of Subcontractor and Other Parties) of the Contract;
- ii. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;
- iii. Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;
- iv. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of the Work) of the Contract;
- v. Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;
- vi. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;
- vii. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;
- viii. Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;
- ix. Fails to maintain licensure by the Nevada State Design-Build Team's Board as required by Section 11.01 (General Warranty) of the Contract;

- x. Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);
- xi. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;
- xii. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;
- xiii. Fails to maintain solvency, allows a judgment to stand against the Design-Build Team for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or
- xiv. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default).

#### **Section 10.02 Event of Default**

The Design-Build Team and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Design-Build Team or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

#### **Section 10.03 Damages**

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the Design-Build Team fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

#### **Section 10.04 Termination for Cause**

Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the Design-Build Team and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the Owner may do any and all of the following:

- i. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Team;
- ii. Accept the assignment of the Design-Build Team's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and
- iii. Finish the Work by whatever method deemed expedient by the Owner.

The Design-Build Team shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Design-Build Team, the excess shall be paid to the Design-Build Team. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Design-Build Team and the Surety under the Performance Bond shall pay the difference to the Owner.

#### **Section 10.05 Owner's Right to Perform the Work**

If the Design-Build Team fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Design-Build Team from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Design-Build Team.

If, after expiration of the seven-day notice period required pursuant to Section 10.02 (Event of Default) of the Contract, the Design-Build Team proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from Design-Build Teams which cannot be canceled without the Owner incurring costs to the Design-Build Team, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Design-Build Team shall pay the Owner for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section 10.02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the Design-Build Team remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the Design-Build Team (including the direct and indirect costs of using the Owner's personnel). If payments then or thereafter due the Design-Build Team are not sufficient to cover the incurred expenses, the Design-Build Team shall pay the difference to the Owner.

#### **Section 10.06 Deduction From Progress Payments**

For each and every breach set forth in Section 10.01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6.01 (Owner's Recovery of Liquidated Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the Owner and the Design-Build Team concerning the request for payment, the Design-Build Team may submit a revised application for certification. The Owner shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Design-Build Team remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the next application.

#### **Section 10.07 Rights and Remedies are Cumulative**

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **SECTION 11. REPRESENTATIONS AND WARRANTIES**

#### **Section 11.01 General Representations and Warranties**

The Design-Build Team hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Design-Build Teams Board of the State of Nevada in order to perform the Contract.

**Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose**

The Design-Build Team warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

**Section 11.03 Warranty Work Conforms with Requirements of the Contract**

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Design-Build Team warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Design-Build Team or by any of its Subcontractor of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the Design-Build Team shall promptly correct the affected non-conformance at a time acceptable to the Owner.

The Design-Build Team shall perform such tests as the Owner may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Design-Build Team. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The Design-Build Team warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Design-Build Team fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the Design-Build Team's expense. The Design-Build Team and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Design-Build Team's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

**Section 11.04 Warranty Exclusions Prohibited**

The Owner will not accept any warranty clause from the Design-Build Team, Subcontractor or manufacturer that states:

- i. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
- ii. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the Design-Build Team to the Owner if the manufactured product is sold directly to the Design-Build Team.

**SECTION 12. DISPUTES BETWEEN THE PARTIES****Section 12.01 In General**

Any claim, dispute or other controversy that may arise between the Owner and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, if the claim, dispute or controversy cannot otherwise be settled, the parties shall use an alternate dispute resolution method before initiation of any judicial action. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice of the claim is provided pursuant to Section 12.04 below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties.

**Section 12.02 Work to Proceed**

While the alternate dispute resolution or judicial action is pending, the Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract, unless otherwise mutually agreed upon in writing.

**Section 12.03 Alternate Dispute Resolution Costs and Fees**

The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that may arise between the parties.

**Section 12.04 Notice of Dispute**

In the event that a claim, dispute, or controversy arises between the parties which are related to the progress or construction of the Project, the party asserting the claim, dispute or controversy must provide written notice thereof to the other party within thirty (30) days after its occurrence. The written notice shall set forth with specificity the nature of the claim, dispute or controversy, the relief sought, and other matters properly relating thereto. The notification is important to the recipient of the notice so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the claim, dispute or controversy may have thereon, and to enable that party to properly verify any costs incurred by the party asserting the claim, dispute or controversy in connection therewith. The failure of the party to provide proper notice to the other party as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the Owner may have against the Contractor relating to the construction of the Work.

**Section 12.05 Right of Judicial Action**

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of the alternate dispute resolution required herein and, in the case of the Contractor, which has not been waived by the acceptance of final payment, may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

**Section 12.06 Waiver of Jury Trial**

EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY JUDICIAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS OR INTERACTIONS RELATING TO ITS SUBJECT MATTER.

**SECTION 13. COMPLIANCE WITH THE LAWS****Section 13.01 General**

The Design-Build Team shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

**Section 13.02 Compliance with Labor Laws**

**a. Prevailing Wage Rate Law.** The Design-Build Team and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

**1. Prevailing Wage Rates.** For public work projects whose cost is \$100,000 or more, the Design-Build Team hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Design-Build Team or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Design-Build Team is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or exceed \$100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner.

In accordance with NRS Chapter 338, the Design-Build Team shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner ([www.laborcommissioner.com](http://www.laborcommissioner.com)). The Design-Build Team agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

**2. Certified Payroll Reports.** Pursuant to NRS Chapter 338, for any public work contract awarded for \$100,000 or more, the Design-Build Team and each Subcontractor are required to:



- a. Keep an accurate record showing the (1) name of worker, (2) occupation of the worker, (3) if the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card and (4) the actual per diem wages and benefits paid to each worker employed by them in connection with the Work. These records are referred to as the "certified payroll reports."
- b. Keep an additional accurate record showing, for each worker employed by the Design-Build Team or Subcontractor who has a driver's license or identification card (1) the name of the worker, (2) the driver's license or identification card number of the worker, and (3) the state or other jurisdiction that issued the license or card.
- c. The Design-Build Team, and each Subcontractor through the Design-Build Team, is required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project. The Owner requires the use of LCP Tracker software for the submission of certified payrolls by the Contractor and all of its Subcontractors.

The Design-Build Team agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

**3. Penalties.** In accordance with NRS 338.060, the Design-Build Team shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Design-Build Team or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Design-Build Team or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the Owner, (iii) the Design-Build Team or Subcontractor did not report to the Owner as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Design-Build Team shall forfeit the penalty set forth in each violated subsection.

The Design-Build Team hereby stipulates that the Owner may withhold not less than \$20.00, nor more than \$50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Design-Build Team's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to \$1,000 for the first violation and \$5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Design-Build Team or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the Design-Build Team, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Design-Build Team, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

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

**c. Fair Employment Law.** The Design-Build Team shall comply with the fair employment provisions of NRS 338.125.

**1. Fair Employment Practices. Discrimination:** The Design-Build Team agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, 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. The Design-Build Team further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Design-Build Team shall constitute a material breach of the Contract.

If the Design-Build Team or any of its Subcontractors refuses to hire or do business with an individual or company in violation of this provision, the Owner may declare the Design-Build Team in breach of the Contract, and the Owner may terminate the Contract and designate the Design-Build Team as not responsible for purposes of bidding future public work projects.

**d. Preferential Employment. (This Section ☒ IS ☐ IS NOT Applicable to this Contract)** The Design-Build Team shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants

are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Design-Build Team engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

**e. Apprentices.** The Contractor shall comply with the provision of the Apprenticeship Utilization Act in NRS 338.01165 to include all subcontractors and all lower-tier subcontractors throughout the course of the project.

**f. Federal Wage Rates.** (This Section ☐ IS Applicable ☒ IS NOT Applicable to this Contract). The Design-Build Team shall comply that the Federal Wage Rates attached (Exhibit F to the Request For Final Proposal) and incorporated herein as a part hereof which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

**g. Special Requirements.** (This Section ☐ IS Applicable ☒ IS NOT Applicable to this Contract). The Design-Build Team shall comply with the requirements of Design-Build Team incorporated herein as a part hereof which are applicable to the Contract.

### **Section 13.03 Compliance with Americans with Disabilities Act**

The Work shall comply with the Americans with Disabilities Act (ADA) as amended to date. The Design-Build Team shall construct the Work in compliance with the ADA and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder.

### **Section 13.04 Compliance with Immigration Reform Control Act of 1986**

In accordance with the Immigration Reform and Control Act of 1986, the Design-Build Team shall not employ unauthorized aliens in the performance of the Contract.

### **Section 13.05 Air Pollution Control**

Prior to commencing the Work, the Design-Build Team shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Design-Build Team shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

- i. Nevada Revised Statute 445: Air Quality Regulations
- ii. Title 40 Code of Federal Regulations (CFR) Part 82 Protection of Stratospheric Ozone – Refrigerant Regulations
- iii. Adhering to all Clark County Department of Air Quality and Environmental Management regulations.

The Design-Build Team shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

### **Section 13.06 Fire Prevention**

The Design-Build Team shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Design-Build Team.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Design-Build Team shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Design-Build Team to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

**Section 13.07 Provisions Required by Law**

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

**Section 13.08 Stormwater Pollution Control**

Prior to commencing the Work, the Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from Nevada Division of Environmental Protection (NDEP) for construction activities.

The Contractor shall perform the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States (including municipal separate storm sewer systems [MS4s]) in violation of federal and state laws, rules, and regulations and the Owner's water pollution requirements.

The Contractor shall:

- i. Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
- ii. Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
- iii. Provide to the Owner, prior to commencing construction operations, copies of all associated permits or waivers.

All information and forms pertaining to Nevada's Stormwater NPDES Permitting Program can be found on the following website: <http://ndep.nv.gov/bwpc/storm01.htm>.

The City, state, and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all persons on the project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the Contractor is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

Upon completion of the project, the Contractor must (at no additional cost to the owner) permanently stabilize the construction area and file a Notice of Termination (NOT) with NDEP to terminate the permit.

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules, regulations, and requirements and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

**Section 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous)**

Contractor shall be responsible for disposal of all waste materials including non-hazardous, hazardous, or toxic materials. Contractor shall make its own arrangements for disposal or recycle of all waste materials and shall pay all costs associated with the proper disposal of the all waste.

Contractor shall obtain written verification in term of the landfill weight ticket, recycling certificate from the disposal site owner or operator with a written release from the disposal site owner or operator absolving the Owner of any and all responsibility in connection with the disposal of waste material on said property.

Unless otherwise provided, full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

For waste material that is to be disposed shall be stockpiled on the Owner's property or the project site longer than seven (7) days, unless otherwise approved by the Owner. Prior to initiating construction, the Contractor shall provide to the Owner a proposed temporary stockpile location. Construction debris and materials shall not be stockpiled in unapproved locations.

For hazardous or toxic materials waste, Contractor shall comply with all local, State, and federal regulations including but not limited to Resources Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA). Contractor must fill out the Waste Manifest and provide a copy of the Manifest to the Owner. Contractor (or its subcontractor) shall provide

all necessary licenses or permits documentation for handling, transportation and disposal of hazardous or toxic materials as submittal information to the Owner. Contractor is responsible for identify/classify the hazardous waste, getting an EPA hazardous waste site number by filing the paperwork with NDEP as the hazardous waste generator, retaining certified RCRA hazardous waste transporter subcontractor, properly dispose the RCRA hazardous waste in certified hazardous waste treatment or landfill sites, deactivated the EPA hazardous waste site number when the job is done, and provide safe handling training to contractor employees.

#### **Section 13.10 Compliance with National Environmental Policy Act (NEPA)**

If this contract is sponsored in whole or part through Federal funding, Contractor is required to comply with NEPA requirements including but not limited to, compliance with Clean Air Act, Clean Water Act, Endangered Species Act, National Historic Preservation Act, Migratory Bird Treaty Act, Resource Conservations and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

### **SECTION 14. CONTRACT INTERPRETATION**

#### **Section 14.01 General**

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted in the County of Clark, State of Nevada.

#### **Section 14.02 Intent and Correlation**

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

#### **Section 14.03 Governing Order of Contract Documents**

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Design-Build Team. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

- i. Change Orders
- ii. Addenda, with those of later date having precedence over those of an earlier date
- iii. Design-Build Contract
- iv. General Conditions
- ii. Documents, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

#### **Section 14.04 Conflicting Conditions**

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Design-Build Team shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation.

#### **Section 14.05 Graphic Enhancement**

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

### **SECTION 15. MISCELLANEOUS PROVISIONS**

#### **Section 15.01 Regulatory Authorities**

The Design-Build Team does hereby acknowledge and agrees that the Department of Public Works, by or through its Architectural Services Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The Design-Build Team is responsible for complying with the requirements imposed by the regulatory authorities (including the

departments of the Owner acting in a regulatory manner) and any delays resulting to the Design-Build Team in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Design-Build Team, and not attributable in any manner to the Owner.

The Owner's Designated Representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Owner receives a quality product, delivered on schedule, for a fair price. Furthermore, the Owner's Designated Representative does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Owner's Designated Representative. The Design-Build Team agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the Owner's Designated Representative, and that the Design-Build Team's interaction with each regulatory authority is to be conducted without assistance from the Owner's Designated Representative.

#### **Section 15.02 Subcontracts**

Any subcontract entered into by the Design-Build Team and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier. It is the Design-Build Team's responsibility to ensure all subcontract agreements and material supply contracts comply with the term and conditions set forth in this Contract and applicable Statutes. If the Design-Build Team submitted with its Bid a signed and notarized Affidavit receives a preference in bidding and is awarded the contract, the contract between the Design-Build Team and Subcontractor or Supplier and each contract between a subcontractor and a subcontractor or supplier must provide that;

a. If a party to the contract causes a material breach of the contract between the Design-Build Team, and the Owner as a result of a failure to comply with the requirements of the Affidavit, the party is liable to the Owner for liquidated damages in the amount of 1 percent of the cost of the largest contract to which it is a party;

b. The right to recover the amount determined pursuant to paragraph (a) by the Owner may be enforced by the Owner directly against the party that causes the material breach; and

c. No other party to the contract is liable to the Owner for liquidated damages.

#### **Section 15.03 Right to Review and Audit**

The Design-Build Team agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Design-Build Team for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Design-Build Team goes out of existence, the Design-Build Team shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Design-Build Team agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Design-Build Team's operation hereunder. The Design-Build Team further understands and agrees that the inspection and audit would be exercised upon written notice. If the Design-Build Team or its records and books are not located within Clark County, Nevada, the Design-Build Team agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Design-Build Team are incomplete, the Design-Build Team agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Design-Build Team's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Design-Build Team further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Design-Build Team is less than the payments made by the Owner to the Design-Build Team, the Design-Build Team agrees to repay the difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Design-Build Team.

#### **Section 15.04 Independent Design-Build Team**

The Design-Build Team represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Design-Build Team

shall act as an independent Design-Build Team and not as an agent of the Owner in performing the Contract. The Design-Build Team shall maintain complete control over its employees and all of its subcontractor. Nothing contained in the Contract or any subcontract awarded by the Design-Build Team shall create any contractual relationship between any such subcontractor and the Owner. The Design-Build Team shall perform the Work in accordance with its own methods subject to compliance with the Contract.

**Section 15.05 Severability**

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

**Section 15.06 Assignment of Contractual Rights**

The Design-Build Team shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

**Section 15.07 Ownership and Use of Documents**

The Design-Build Team will be furnished, one electronic set of drawings and Contract Documents. If additional sets are needed, the Owner will provide them at actual duplication cost. The Drawings, Bridging Documents, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contract Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

**Section 15.08 Prohibited Interests**

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**Section 15.09 Waiver**

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

**Section 15.10 No Personal Liability**

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

**Section 15.11 Contract Modification**

The Contract represents the entire and integrated agreement between the Owner and the Design-Build Team and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

**Section 15.12 Counterpart Signatures [CAO-9/24/08]**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.





**EXHIBIT C**  
**BRIDGING DOCUMENTS**  
**DATED February 2024**



# EXHIBIT D

## PREVAILING WAGE RATES

## STATE OF NEVADA

JOE LOMBARDO  
GOVERNOR

DR. KRISTOPHER SANCHEZ  
DIRECTOR

BRETT HARRIS  
LABOR COMMISSIONER



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# 2024 PREVAILING WAGE RATES CLARK COUNTY REGION

**DATE OF DETERMINATION: October 1, 2023**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

(a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County, and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

<a href="#">Air Balance Technician .....</a>	<a href="#">4</a>
<a href="#">Alarm Installer.....</a>	<a href="#">5</a>
<a href="#">Boilermaker .....</a>	<a href="#">7</a>
<a href="#">Bricklayer.....</a>	<a href="#">8</a>
<a href="#">Carpenter.....</a>	<a href="#">10</a>
<a href="#">Cement Mason .....</a>	<a href="#">15</a>
<a href="#">Electrician – Communication Technician.....</a>	<a href="#">18</a>
<a href="#">Electrician - Lineman .....</a>	<a href="#">20</a>
<a href="#">Electrician – Neon Sign .....</a>	<a href="#">22</a>
<a href="#">Electrician - Wireman.....</a>	<a href="#">23</a>
<a href="#">Elevator Constructor .....</a>	<a href="#">25</a>
<a href="#">Fence Erector .....</a>	<a href="#">27</a>
<a href="#">Field Soils and Material Tester .....</a>	<a href="#">28</a>
<a href="#">Flagperson.....</a>	<a href="#">29</a>
<a href="#">Floorcoverer .....</a>	<a href="#">30</a>
<a href="#">Glazier .....</a>	<a href="#">32</a>
<a href="#">Highway Striper .....</a>	<a href="#">34</a>
<a href="#">Hod Carrier-Brick Mason .....</a>	<a href="#">35</a>
<a href="#">Hod Carrier – Plasterer Tender .....</a>	<a href="#">36</a>
<a href="#">Ironworker.....</a>	<a href="#">38</a>
<a href="#">Laborer .....</a>	<a href="#">41</a>
<a href="#">Mechanical Insulator.....</a>	<a href="#">44</a>
<a href="#">Millwright.....</a>	<a href="#">46</a>
<a href="#">Operating Engineer .....</a>	<a href="#">49</a>
<a href="#">Operating Engineer – Cranes, Piledriving and Hoisting Equipment.....</a>	<a href="#">50</a>
<a href="#">Operating Engineer – Surveyor .....</a>	<a href="#">51</a>
<a href="#">Operating Engineer – Tunnel.....</a>	<a href="#">51</a>
<a href="#">Painter .....</a>	<a href="#">54</a>
<a href="#">Piledriver (Non-Equipment) .....</a>	<a href="#">56</a>
<a href="#">Plasterer .....</a>	<a href="#">58</a>
<a href="#">Plumber/Pipefitter .....</a>	<a href="#">60</a>
<a href="#">Refrigeration .....</a>	<a href="#">62</a>
<a href="#">Roofer.....</a>	<a href="#">64</a>
<a href="#">Sheet Metal Worker .....</a>	<a href="#">67</a>
<a href="#">Sprinkler Fitter .....</a>	<a href="#">68</a>
<a href="#">Taper .....</a>	<a href="#">69</a>
<a href="#">Tile/Terrazzo Worker/Marble Mason .....</a>	<a href="#">71</a>
<a href="#">Traffic Barrier Erector .....</a>	<a href="#">78</a>
<a href="#">Truck Driver .....</a>	<a href="#">74</a>
<a href="#">Well Driller .....</a>	<a href="#">75</a>
<b>Group Classification</b>	
<a href="#">Labor Group Classifications.....</a>	<a href="#">76</a>
<a href="#">Operating Engineers Classifications .....</a>	<a href="#">79</a>
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**NRS section 338.010 subsection (25) “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 worker.

**NRS section 338.035 Bona Fide Fringe Benefits** - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

**Job Descriptions for Recognized Classes of Workers**

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. 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.
5. 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.
6. 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.

**Zone Rates**

The zone rate has been added to each applicable craft.

**Premium Pay** Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**Craft: AIR BALANCE TECHNICIAN (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Air Balance Technician Journeyman.....	86.36
Air Balance Technician-Foreman.....	91.77
Air Balance Technician-General Foreman.....	97.18

**ADD ZONE RATE**

In addition to SHEET METAL WORKER 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

**ADD PREMIUM PAY**

All work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay. Sunday and Holidays shall be paid at double (2) times the straight time of pay.

**RECOGNIZED HOLIDAYS**

New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays.

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 88 Collective Bargaining Agreement

(a) Manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall systems, metal roofing and underlayment regardless of material used; (f) any and all auditing, commissioning and testing, of all HVAC in connection with a building rating methods; detailing, shop fabrication, field installation and performance oriented tasks and (g) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.



## Craft: ALARM INSTALLER (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Alarm Installer.....	77.51
Alarm Installer-Foreman.....	83.57
Alarm Installer-General Foreman.....	89.63

### **ADD ZONE RATE**

In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:

Zone 1	0 to 25 miles	\$0.00
Zone 2	25 to 55 miles	\$2.50
Zone 3	56 to 85 miles	\$3.50
Zone 4	86 miles and over	\$4.50

### **ADD PREMIUM PAY**

One and one half (1 and 1/2) times the regular straight time rate of pay and one and one half (1 and 1/2) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over eight (8) hours worked in a single day or a shift.

Double (2x) the regular straight time hourly rate and double (2x) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over twelve (12) hours in a single day or shift.
2. For any hours worked on a Saturday, Sunday, or Holidays from midnight to midnight.
3. For all hours worked by an employee in a week in which the employer has not established a regular five-day work week daily shift.

### **SHIFT DIFFERENTIAL**

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

### **HIGH TIME**

All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

### **FULL PROTECTIVE GEAR**

Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

### **RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day

### **JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 357, IBEW

Installation, maintenance, service and testing of all apparatus, fire alarm systems and interconnection cables, including fiber optics and/or ethereal aid associated with systems utilizing the transmission including ultra-high frequencies, video, and digital for the commercial, education, security and entertainment purposes

for the following: TV monitoring and surveillance, background music, intercom and telephone interconnect, inventory control systems, microwave transmission, Halon systems, CO2, FM200, intergen, also all other suppression systems, multi-media, multiplex, PCM (Pulse Code Modulation), SCADA (Supervisory Control and Data Acquisition), nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems, and data systems that transmit or receive information and control and all other systems which are intrinsic to the above listed systems.

Installations of raceway systems are not covered under the terms of this Agreement (excluding Ladder Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems. Removal and discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste.

**Senior Technician**

Pull cable, install and trim devices, terminate loops, circuits or other data gathering points. Terminate energized main control panels, racks or other head end equipment as well as test all circuits from the field to the main control panels and/or equipment. A senior technician will supervise and coordinate all work under this Agreement.

**Installer Technician / Installer Technician**

Pull cable, trim devices, terminate loops, circuits or other data gathering points. Terminate non-energized main control panels, racks, or other head end equipment, as well as test all circuits from the field device to the non-energized panels and / or equipment. The Installer Technicians and Installer Technician Apprentices shall not energize, or work on any energized circuits, loops or equipment, except under the direction of the onsite Senior Technician.

Craft: BOILERMAKER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Boilermaker.....	72.01
Boilermaker Foreman.....	74.51

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**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;
- 4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

**Craft: BRICKLAYER (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Bricklayer.....67.53

**ADD ZONE PAY**

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

Zone 1	0-40 Miles	\$0.00
Zone 2	41-50 Miles	\$2.50
Zone 3	51-70 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.		

**ADD PREMIUM PAY**

**Section A.**

Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.

**Section B.**

Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.

1. Employees will be paid double time for hours worked on Union recognized Holidays.

2. Employees will be paid double time on Sundays.

3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall be paid at double the applicable hourly rate.

**Section C.**

1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.

2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours.

3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven hours.

4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.

### **RECOGNIZED HOLIDAYS**

Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

### **JOB DESCRIPTIONS** Excerpt from Bricklayer and Allied Craftworkers Local Union No. 13 Collective Bargaining Agreement

Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code.

B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

D. All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

F. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials.

**Craft: CARPENTER (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Carpenter Journeyman.....	73.02
Carpenter Welder .....	74.02
Carpenter Foreman.....	77.67
Carpenter General Foreman.....	82.79

**ADD ZONE RATE**

In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1	0 to 50 Miles	\$0.00
Zone 2	Over 50 Miles	\$5.00

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X).

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

201. Building, heavy highway, and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of equipment, and facilities, used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

202. Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

203. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances which are incidental thereto, or the installation, operation, maintenance and repair equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Section.



204. The Contractor shall construct all wood panel forms, and frame walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

205. Any wood panel forms that are constructed by the carpenters under the provisions of this Agreement may be reused on any jobsite by any Contractor.

206. Any modifications of wood panel forms shall be performed only under the provisions of this Agreement.

207. The provisions of this Agreement shall apply to all standard manufactured commercial brand forms for the placement of concrete where field assembly and disassembly is required. The installation, stripping, and disassembly of forms, which may be reused on any jobsite by any contractor and shoring, will be in accordance with the provisions of this Agreement.

208. This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

209. This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation, and removal.

210. This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

211. This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the fork lift, Leod, Pettibone or mobile equipment to perform all of the above work. This agreement also covers concrete floor polishing.

212. This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EFIS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work. This Agreement shall include theming work utilizing the materials mentioned above. This Agreement shall cover all types of exhibit work traditionally performed by carpenters.

213. The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication whether performed at the jobsite or a panelization compound of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or "pop-outs", i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls.

214. Pre-fabrication of materials outside this agreement is permissible under the following situations:

214.1 Custom or specialty non-linear trims, such as ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements thereon for the purpose of shipment to the jobsite; and also, where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

214.2 Where contractors are bidding against non-union contractors who have access to prefabricated products and such products would make unionized contractors noncompetitive and endanger their prospects of successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

215. This Agreement shall cover all work in connection with tilt-up slabs, including but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused), rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also, to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift to perform all of the above work.

216. This Agreement shall cover all work in connection with the hoisting of materials, which are to be used by the carpenters including but not limited to the rigging, guiding, and handling.

217. This Agreement shall cover all work in connection with self-supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling. Building, erecting and dismantling of any and all motorized or mechanical mast climbing and swinging stage type scaffolds for multi-craft use. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the carpenters.

218. This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

219. This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to ensure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

221. The carpenters claim installation of metal studs, metal frames, including siding attached thereto, architectural metal and decorative metal panels, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

222. The carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly, and installation and removal of timber decking.

223. Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement.

224. Drywall work, as defined in the Nevada Drywall Master Agreement, and which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the Nevada Drywall Master Agreement between the Southwest Mountain States Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association or the Painting and Decorating Contractors of America. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 2007, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated.

225. All drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceilings materials regardless of method or manner of installation.

226. All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith. Carpenters shall manage all scrap materials associated with their work.

227. No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed, or intended.

228. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section. This agreement also covers the installation of decorative metal and any type of metal panel.

229. The installation, erection, and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making, and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

230. All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

231. The nailing, tying, cutting, welding, and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

232. The placing, handling, moving and erection of all materials, which fall within the description of work, set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

233. The work covered by this Agreement shall include all types of wood flooring of any size, shape, or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, handrail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations. In addition to wood flooring, this Agreement shall also cover all types of floor coverings and treatments, including the application of terrazzo and concrete polishing.

234. This Agreement shall cover all work necessary to repair, adjust, or modify Carpenter scopework including any precision demolition associated with such work.

**Craft: CEMENT MASON (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Cement Mason.....	65.78
Cement Mason – Foreman.....	70.53
Cement Mason – General Foreman .....	72.90

**ADD ZONE RATE**

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 2	Over 50 Miles	\$4.00

**ADD PREMIUM PAY**

**OVERTIME** – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving Day, and Christmas Day.

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. All concrete construction such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the placing, pouring and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations



of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the Cement Mason. Cement Masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering.

4. Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and pervious concrete surfaces (including gunite, shotcrete and the handling of the cement gun or nozzle), underlayment, overlayments, the stamping, coloring, sealing, curing, waxing, broadcasting of colored stone chips, powdered steel, or coloring powder on concrete, including decorative finishes such as stenciling, staining, dyeing, densification, concrete polishing, sand blasting, grinding and the washing of all concrete construction. The forming and construction involved with any concrete countertop work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregate). The use of any color pigment when mixed with cement base material including all specialty finishes such as acids staining, alcohol stain, etc., in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Masons' trade. All custom and specialty imitation finishes, including but not limited to all ceramic materials, custom rock, brick and block veneer, limitation marble, stone, wood and any other limitation theme. All concrete repair, restoration and inspection work whether architectural or structural, including but not limited to coatings of cement and epoxy coatings of cement based, epoxy and urethanes, injections of epoxies and other repair materials and the use of fiber wrap and other materials used for the structural repair and renovation. Caulking of any type will be the work of the cement mason. Cement Masons shall have jurisdiction over the setting, building, fabricating and installation of all forms, perimeter forms, screeds, bulkheads, batter boards, pour strips, camfer strips for the purpose of containing, shaping or molding concrete, grout, epoxy grout, or any exotic or cement based material on a given line, shape or grade regardless of the composition of the form material. Formwork shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basin and drain inlets, walks, decks, stoops, approaches, etc. and shall include the preparation and setting of all screeds or lines and the use of the level, laser level, transit and builders level in connection with the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line. Setting lines for concrete road machines and curb & gutter machines.

5. The mixing, placing, rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material shall be the work of Cement Masons, all preparatory work on concrete construction to be finished, rubbed, such as sand blasting, cutting of nails, wires, wall ties, etc. All concrete repair processes including below grade and underground including the repair or modification in horizontal or vertical pipe, all vault pouring, pipe banding and shafting, patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or hand, diamond or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete and all concrete segments such as tilt wall and pre-cast. The laying and finishing of Gypsum Material Roof. All dry packing, damp packing, pouring of grout, grouting and the pouring, mixing, handling, placing and pumping of all liquid grouts, epoxy grouts, damming or backer rod, caulking including all prep work for caulking, forming and operation of pressure pots in connection with all grouting operations as well as any finishing where required, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, base plates, column plates, pipe restraints and so forth, which is set on concrete foundations. Grouting of window and door frames shall be the work of the Cement Mason. The saw cutting, scoring of joints, architectural cuts, the use of soft cut machines for construction joints, expansion or control or the cutting of any line that will be finished back to in old or new concrete shall continue to be the work of the Cement Mason.



6. All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing, patching and paint prep of same. The finishing of all concrete surfaces by sandblasting, the washout method, bush hammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.
7. The curing of finished concrete, pervious concrete and grouting, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.
8. All scarifying of concrete and underlayment/overlayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting, bead blasting and sanding.
9. The placing, spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the Cement Mason: including all types of oxychloride granolithic, resinous, epoxy, m m a (or similar product) and terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; the mixing, handling and application of any and all bonding agents by any means or methods; bonding; the preparation and all installation of ground or base courses, steps and cove base. All magnesite composition installation work of the OPCMIA shall be done under the supervision of a competent and qualified Cement Mason.
10. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plaster weld and any similar products, regard less of the tools used or the method of application, or color of materials used, and regard less of the type of base these materials may be applied to.
11. Cement Masons shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in cement construction including but not limited to what is known as green or sustainable construction technology.

## Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Installer/Technician.....	55.73
Senior Technician.....	77.51
Senior Technician Foreman.....	83.57
Senior Technician General Foreman.....	89.63

### **ADD ZONE RATE**

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	25 to 55 miles	\$2.50
Zone 3	56 to 85 miles	\$3.50
Zone 4	86 miles and over	\$4.50

### **ADD PREMIUM PAY**

One and one half (1 and 1/2) times the regular straight time rate of pay and one and one half (1 and 1/2) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over eight (8) hours worked in a single day or a shift.

Double (2x) the regular straight time hourly rate and double (2x) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over twelve (12) hours in a single day or shift.
2. For any hours worked on a Saturday, Sunday, or Holidays from midnight to midnight.
3. For all hours worked by an employee in a week in which the employer has not established a regular five-day work week daily shift.

### **SHIFT DIFFERENTIAL**

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

### **HIGH TIME**

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

### **FULL PROTECTIVE GEAR**

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

### **RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

### **JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 357, IBEW

Installation, maintenance, service and testing of all apparatus, fire alarm systems and interconnection cables, including fiber optics and/or ethereal aid associated with systems utilizing the transmission including ultra-

high frequencies, video, and digital for the commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background music, intercom and telephone interconnect, inventory control systems, microwave transmission, Halon systems, C02, FM200, intergen, also all other suppression systems, multi-media, multiplex, PCM (Pulse Code Modulation), SCADA (Supervisory Control and Data Acquisition), nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems, and data systems that transmit or receive information and control and all other systems which are intrinsic to the above listed systems.

Installations of raceway systems are not covered under the terms of this Agreement (excluding Ladder Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems. Removal and discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste.

**Senior Technician**

Pull cable, install and trim devices, terminate loops, circuits or other data gathering points. Terminate energized main control panels, racks or other head end equipment as well as test all circuits from the field to the main control panels and/or equipment. A senior technician will supervise and coordinate all work under this Agreement.

**Installer Technician / Installer Technician**

Pull cable, trim devices, terminate loops, circuits or other data gathering points. Terminate non-energized main control panels, racks, or other head end equipment, as well as test all circuits from the field device to the non-energized panels and / or equipment. The Installer Technicians and Installer Technician Apprentices shall not energize, or work on any energized circuits, loops or equipment, except under the direction of the onsite Senior Technician.

**Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 5**

Groundman.....	48.94
Lineman.....	67.41
Foreman.....	74.45
General Foreman.....	81.75
Heavy Equipment Operator.....	53.91

**ADD PREMIUM PAY**

Beginning June 1, 2023, the parties hereto agree that all overtime will be paid at double the straight time rate (2x) of pay and all affected Sections of the Agreement will be revised accordingly. See Article VI, Section 6.3 for details.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Western Line Contractors NECA and Local Union 396, IBEW

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coillable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

## Craft: ELECTRICIAN – NEON SIGN (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

#### ADD PREMIUM PAY

One and one half (1 ½X) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

#### SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

#### FOREMAN/TRUCK FOREMAN

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour in addition to their normal rate of pay.

2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.

3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

#### RECOGNIZED HOLIDAYS

New Year's Day, Martin Luther King Day, President's Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

#### JOB DESCRIPTION Includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs.
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.



**Craft: ELECTRICIAN WIREMAN (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Wireman.....	77.87
Wireman-Cable Splicer.....	78.38
Wireman Forman.....	83.97
Wireman General Foreman.....	90.07

**ADD ZONE RATE**

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	25 to 55 miles	\$2.50
Zone 3	56 to 85 miles	\$3.50
Zone 4	86 miles and over	\$4.50

**ADD PREMIUM PAY**

One and one half (1 and 1/2) times the regular straight time rate of pay and one and one half (1 and 1/2) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over eight (8) hours worked in a single day or a shift.

Double (2x) the regular straight time hourly rate and double (2x) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over twelve (12) hours in a single day or shift.
2. For any hours worked on a Saturday, Sunday, or Holidays from midnight to midnight.
3. For all hours worked by an employee in a week in which the employer has not established a regular five-day work week daily shift.

**SHIFT DIFFERENTIAL**

1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

**HIGH TIME**

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

**FULL PROTECTIVE GEAR**

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

**WELDERS**

1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 357, IBEW

Workmen employed under the terms of this Agreement shall perform all electrical electronic construction, installation or erection work and all electrical-electronic maintenance thereon, including the final running tests.

This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heating and power equipment.

This agreement covers the installation, construction and maintenance of any electrical system that is covered by the National Electrical Code. The contractor and the workers employed under the terms of this agreement shall perform the following work: Blueprint reading, layout, the handling, moving and installation and/or removal of all electrical or electronic material, equipment or apparatus including rigging, forklift operations, movement and transport of all electrical equipment and material by any means; install all raceways, temporary or permanent whether inside, outdoors, underground, concealed, surface or overhead, and poles specifically used to support electrical fixtures or equipment. Raceways are to include any enclosed metallic or nonmetallic materials and their encasement, designed expressly for holding electrical wires, cables or bus bars and the support thereof. The installation of bonding and grounding systems, lightning protection, cathodic protection, current carrying conductors, fiberoptic conductors, cables, pull ropes or wires and the operation of equipment to install such; energized or de-energized systems; all electrical or electronic construction and erection work; installation and connecting of motors, controllers, generators, all lighting fixtures, supports and controllers. The work shall also include installing temporary lighting, landscape lighting, lighting systems and the adjusting, focusing or refocusing thereof. Installation of all electrical and electronic equipment, electronic systems, communication systems, photo-voltaic systems, solar and wind generating systems, fire alarm, voicedata-video systems, audio, security, CCTV, and surveillance with all related control wiring, terminations and devices, up to and including the final running test and any related instrumentation work. Such work as welding, heat stress for welds, burning, brazing, bending, drilling and shaping of all copper, channel iron, angle iron, I beams and brackets to be used in connection with the installation and erection of electrical wiring or equipment. The installation and maintenance of all temporary wiring and of all electrical lighting, heating, power equipment and generating systems. The cutting, threading, bending of all conduit whether metallic or non-metallic, by hand or machine and installation of such conduit.

The work also covers the installation of street lighting, traffic signals and intelligent transportation systems and all associated work. Removal and discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste. All work, including medium voltage (15KV), of joining, splicing, and insulating, and the placing of flame proof covering where wiped lead joints are necessary, shall be performed by cable splicers. Journeymen only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Elevator Constructor-Journeyman Mechanic.....	102.29
Elevator Constructor-Journeyman Mechanic In Charge.....	110.28

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors

Renewal of all ropes.  
 Renewal of brake linings (except small machines).  
 Shortening of all hoisting and counterweight cables.  
 Replacement of any traveling cable exceeding 50 feet in length.  
 Safety test where test weights are required.  
 Replacement of crosshead, counterweight or deflector sheave bearings.  
 Rescoring of sheaves or drums.  
 Replacement of worm and gears.  
 Rebabbiting of bearings.  
 Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed.  
 Adjusting or readjusting using test weights.  
 Realigning guide rails.  
 Replacing crossheads, stiles, safeties or equalizers.  
 Hoistway door closers with hydraulic or pneumatic checks.  
 Installing sound isolation.  
 Replacement of door hangers (except for freight bi-parting doors).  
 All door closer work (except for freight biparting doors).  
 Rewiring car switches, governors and selectors or any other apparatus in the car.  
 Refastening guide rails.  
 Replacing or repairing car floor covering.  
 Rewiring or reinstalling limit switches.  
 Replacing automatic rail or track oilers.  
 Armature repairs.  
 Renewing of car shoes or roller guides.  
 Repairs to cab or car gate. Renewal of motor bearings.  
 Replacing thrust bearings.  
 Rewiring controllers.  
 Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team): Proximity devices (door protection only).  
 Emergency lighting (battery chargers and lights).  
 Braille Plates.

Telephones/Communication Devices (with existing wiring and box in place).

Fixture Cover Plates (no wiring).

Key switches/Security devices (with existing wiring, excluding full Fireman's Service Operation). Controller Wiring Changes (minor changes).

Fixture Replacement (in existing locations only).

Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.

The replacement of equipment on existing elevator installations.

When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work. When escalators are prepared and/or disassembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as repair work. When escalators are prepared and/or disassembled primarily for replacement and/or repairs, all work shall be classed as repair work.

Craft: FENCE ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 7**

Fence Erector - Journeyman.....65.87  
 Foreman Rate - 10% per hour above highest paid journeyman supervised.  
 General Foreman Rate - 10% per hour above highest paid foreman supervised.

**ADD ZONE RATE**

In addition to: Fence Erector rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

**ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time. If any of the below holidays should fall on a Sunday, the Monday following shall be considered a legal holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NCA/AGC and Labor Local 872

**FENCE ERECTOR**

Includes but is not limited to: erecting or repairing, Chain Link, wooden, metal, vinyl, steel, tortoise, wire/wire mesh or temporary fence. Mortarless, Barrier Wall and/or Retaining Walls; Digging post holes with spade. Post hole digger or power-driven auger; Aligning post through the use of lines or by sighting; verifying vertical alignment of post with a plumb bob or spirit level.

Craft: FIELD SOILS AND MATERIAL TESTER  
BUILDING/CONSTRUCTION INSPECTOR  
(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Group 1.....	88.53
Group 2.....	90.31
Group 3.....	92.31

**ADD ZONE RATE**

In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 45 miles	\$0.00
Zone 2	45 to 60 miles	\$4.00
Zone 3	60 miles and over	\$4.50

**ADD PREMIUM PAY**

All time worked before 6:00 A.M. and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal periods, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**[Operating Engineers JOB DESCRIPTION:](#)**



**Craft: FLAG PERSON (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 7**

Flag Person - Journeyman.....64.37

Foreman Rate - 10% per hour above highest paid journeyman supervised.

General Foreman Rate - 10% per hour above highest paid foreman supervised.

**ADD ZONE RATE**

In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

**ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites.

## Craft: FLOOR COVERER (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Floor Coverer Journeyman.....	60.58
Floor Coverer Foreman.....	69.80

### **ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours. All hours worked shall be paid at the rate of two (2) times the straight time hourly rate.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

If a Holiday falls on a Sunday, it shall be observed the following Monday. If a Holiday falls on a Saturday, it shall be observed on the preceding Friday. No work under any circumstances shall be permitted on Labor Day. Any work performed on Holidays shall be on a voluntary basis and no worker shall be penalized for choosing not work said days. All work performed on Holidays, except Labor Day, shall be paid at double time rates as stipulated in this Agreement All work performed on Labor Day shall be paid at two and one half (2 ½) times the Taxable Net Wage.

### **JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and So NV PDCA

\*Shift Differential: To be paid for all work performed between the hours of 9 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

- a. The installation of resilient flooring, wall, ceiling and countertop materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, vinyl composites, synthetic grass, wood, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile, or liquid form;
- b. Installation on floors, walls, ceilings, stairs, countertops, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, area ways, all other like or similar applications, whether permanent or temporary;
- c. Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floorcovering industry;
- d. Preparatory removal of floorcovering, wallcovering, adhesive and underlayments. The sanding, patching, sealing, and priming of the installation surface;
- e. Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds, or any material used as a base for the finished surface;

- f. Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless strip, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging, and all other accessories, and related sundries;
- g. Repair, finishing, coating, sculpturing, banding, insets, and such other processes relating to the industry;
- h. Installation of decorative moldings and accessories attached with adhesive such as those manufactured by Johnsonite and other manufacturers.

This Agreement shall also cover the loading, unloading and operation of work trucks utilized by employees classified herein. Such vehicles shall be defined to mean those that are driven from the shop to the job and from job-to-job and job-to-shop and which remain at the job site while the employees are engaged in the performance of work covered by the contract.

It shall further cover and apply to the stocking and handling of all material herein above listed after the first unloading by common carrier.

## Craft: GLAZIER (Union Rate)

### Prevailing wage rates include the base rate as well as all applicable fringes

Glazier Journeyman.....	82.55
Glazier Foreman.....	87.97
Glazier Superintendent.....	90.68

### **ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

\*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

\*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**20.1 High Pay** – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

### **21.1 Holidays:**

- a) During the terms of this Agreement, the following recognized holidays will be observed: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.
- b) If any of the above holidays fall on a Sunday, the Monday immediately following the holiday shall be observed; holidays falling on Saturday shall be observed on the prior Friday.
- c) No work shall be performed on Labor Day.

### **25.2 Foremen:**

**a)** The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman's wage scale.

**b)** When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

**Craft: Highway Striper (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 7**

Highway Striper - Journeyman.....65.87

Foreman Rate - 10% per hour above highest paid journeyman supervised.

General Foreman Rate - 10% per hour above highest paid foreman supervised.

**ADD ZONE RATE**

In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

**ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

**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.



**Craft: Hod Carrier-Brick Mason Tender (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 7**

Hod Carrier-Brick Mason Tender - Journeyman.....66.18

Foreman Rate - 10% per hour above highest paid journeyman supervised.

General Foreman Rate - 10% per hour above highest paid foreman supervised.

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

**ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

**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.

**Craft: Plasterer Tender (Union Rate)**  
*(Formerly known as Hod Carrier-Plasterer Tender)*

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 7**

Plasterer Tender - Journeyman.....67.27

Foreman Rate - 10% per hour above highest paid journeyman supervised.

General Foreman Rate - 10% per hour above highest paid foreman supervised.

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

**ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NCA/AGC and Laborers Local 872

Plaster Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit for such purpose, including forklifts. 2. Unloading, handling and distribution of all materials, fixtures, furnishings, and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation. 3. Drying of plaster, concrete, mortar, or other aggregate, when done by salamander heat or other drying process. 4. Cleaning and clearing of all debris, including all clean-up regardless of craft, construction clean-up including final construction clean-up before TCO is issued will be performed by Laborers. If clean-up composite crews are utilized, the work shall be performed by Laborers only. Wire brushing of windows, scraping of floor, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction. The general clean up, including sweeping, cleaning, wash down and wiping of construction facility, equipment; and furnishing and removal and loading or burning of all debris including crates, boxes, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratories and all fixtures and facilities therein. Clean up, mopping, washing, waxing and polishing or dusting of all floors. Tool trailers and light tool repair. 5. The aging and curing of concrete, mortar, and other materials applied to walls, floors, ceilings, and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method. 6. Laborers will perform the erection, planking, and removal of all scaffolds for lathers, plasterers, bricklayers, and other construction trade crafts as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supported scaffolds or specially designed scaffolds are built by Carpenters, Laborers shall tend Carpenters on erection thereof; the dismantling of said scaffolds as well as preparation

for foundation or mud stills of said scaffolds and maintenance of same shall be done by Laborers. 7. Dust control/single axle dump trucks and water trucks on intermittent use. 8. Street sweepers and vacuum trucks. 9. Contractor will supply all protective clothing for hazardous conditions, hardhat, safety glasses, hearing protection, concrete boots, rubber gloves, concrete shovels, asbestos suits, and respirators per OSHA (29 CFR Part 1926 Subpart E-P.P.E. and LifeSaving Devices). The Employer is not responsible for steel-toe boots unless mandated by awarding body or State law. No employee covered under this Agreement shall wear any company logo without the Laborers logo when required to wear a Company uniform.

## Craft: Ironworker (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

### SEE AMENDMENT 2

Ironworker-Journeyman.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

### ADD ZONE RATE

In addition to Ironworker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or the Las Vegas City Hall.

Zone 1	60 – 75 miles	\$20.00
Zone 2	75 – 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

### ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

### Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

### RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

### JOB CLASSIFICATION: Excerpt from Agreement between NV AGC and DC of Ironworkers

All work in connection with field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron

doors, including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, the erection and installation of playground equipment to include bolting, fastening, welding of swings, slides, jungle gyms, footings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, abeleways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate,

specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work, excluding any independent 3rd party surveyor work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.



## Craft: Laborer (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

### **SEE AMENDMENTS 6 AND 7**

Group 1.....	65.87
Group 1A.....	64.37
Group 2.....	66.08
Group 3.....	66.18
Group 3A.....	66.68
Group 4.....	66.27
Group 5.....	66.37
Group 6A.....	69.03
Group 6B.....	68.53
Group 6C.....	68.28
Group 6D.....	68.89
Group 6E.....	68.53
Group 6F.....	74.99
Group 7.....	66.18

Foreman Rate – 10% per hour above highest paid journeyman supervised.

General Foreman Rate – 10% per hour above highest paid foreman supervised.

### **ADD ZONE RATE**

In addition to: Laborer rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

### **ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time. \$.50 per hour above base recognized group rates when wearing protective suit or respirator.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

### **JOB DESCRIPTION:** From Agreement between NCA/AGC and Labor Local 872

In addition to the foregoing, this Agreement covers all watchmen, flagmen (all crafts), fire watchmen, traffic control person, including the operation of appropriate vehicles, laborers, construction specialists, concrete specialists, foremen (general, grade, pipe, concrete, forms, seeding, asphalt, clearing and grubbing, clean-up stone-laying) in the performance of: the laying of all types of pipe and conduit; the spreading, and pouring and raking and tamping of all asphalt and concrete materials and the bull floating (strike off) of all concrete; the laying of all types of stone or manufactured curb, rip-rap, paving blocks, concrete blocks (paving), slope paving, Belgium Block; assembling and placing of Gabion and all similar types of baskets; the handling, loading and unloading and stringing of all materials, the handling, loading and stringing of all wood products by hand or power; the sharpening of all air tool bits and drills and bull points; laying, spreading and storing of all tarpaulins, the operation and maintenance of Bo Mag Rollers; (tending of all Crafts regardless of work

being performed in Southern Nevada by any and all methods; any and all types of heaters, fans, air conditioners, or other cooling devices to be tended, handled and fueled by laborers at all times; the handling, laying and placing of forms used for curbing, gutters, roads, and sidewalks and the stripping of same, the placing, setting and maintenance of all flares, blinker lights and reflectors; the cutting and chipping of all joints; the handling, loading, unloading, distributing and erecting of chain-link fence; handling and erecting of wire fence; overhead signs; handling and moving all furniture; handling and placing of wire mesh on roads and bridges; guard rails; the sandblasting and applying of sealers and hardeners and epoxy on concrete and asphalt work; asphalt striping and other asphalt painting; the nozzle operations on sandblasting and guniting operations; the signing of all materials, manufactured or otherwise, which are handled or put in place by laborers, the handling, the loading and unloading and distribution and installation of all guard rails, highway signs, and road markers; attending to, handling, and fueling single diaphragm pumps, insulation pumps, plasterer pumps, monocoat pumps, grout pumps, and pumps up to and including 2" pumps; laying out, moving, connecting, storing and handling all hoses for all pumps; the operating of all types of machines used to seal any type of joints; the operating and servicing of mortar mixers (including, but not limited to, maxi mixers and/or mega mixers) and conveyers used in laborers' and bricklayers work regardless of number; the operating and servicing of all rock drilling machines; the blasting and dynamiting of all rock; welding (excluding machinery, tools, structural steel); installation of manholes and catch basins; the placing of all pre-cast and pre-stressed materials, except when placed or installed by the manufacturer pursuant to its collective bargaining agreement; handling, unloading, loading, assembling and laying of all multiplate; the operating of all air, gas, electric, oil and other types of motor driving tools including all pusher type equipment; all walk behind saws, all concrete saws, drilling and coring equipment; all casings and augers on all drilling rigs; the handling, tending and maintaining of all generators; lasers when used for laborers work on grading, setting and leveling; landscape nurseries; sound barrier installation; demolition or dismantling for all purposes; hazardous waste work to include chemical cleanup, drum handlers, transformers, divers, infra-red destruction machines, plasma arc plants, warehouse storage loading and unloading, safety men, asbestos removal, video x-ray operation; the unloading, loading, handling, stringing, and tending of all brick, all block, all stone and all other masonry products; the paving of all stone and brick products; mason finisher; water proofing, IBC barrier, except on structures; the operating and maintaining of the hydraulic seeder, concrete curb machine, asphalt curb machine, snorkel, stump remover, self-propelled concrete saw, hydraulic motorized pin puller, scissor cars and all aerial man lifts. Bobcat incidental to trade and forklift. Installation and maintenance of all playground fixtures and equipment. The foregoing applies in the performance of all the aforementioned work and all other work coming under the jurisdiction of LIUNA unless state or local requirements dictate otherwise

This Agreement also covers all removal, abatement, encapsulation or decontamination of asbestos, lead and other toxic and hazardous waste or materials, which shall include but not be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, decontamination facilities, negative air machines for asbestos removal, etc.; the operation and servicing of all tools and equipment normally used in asbestos removal or abatement of such waste or materials, including, without limitation, negative air machines for asbestos removal; the sorting, labeling, bagging, cartoning, crating, packaging and movement of such waste or materials for disposal; the clean-up of work site and all other work and stand-by time incidental to the removal, abatement, encapsulation or decontamination of such waste or materials; and the performance of safety watch duties on job sites where work is performed under this Agreement. E.

This Agreement also covers the following, but is not limited to:

1. The preparation of trenches, and footings for above ground or underground lines or cables.
2. The handling of all rods, mesh and material for use in reinforcing concrete construction.
3. The rigging of pipe.
4. Trenches, Manholes-Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, ditches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other

tools. Use and maintenance of all walk behind concrete saws, drilling and coring equipment, all augers and casings on drilling rigs. The leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution, laying and making of joints of water mains, water pipes, gas mains and all pipe including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and handling and placing of other materials for saddles, beds, or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, welding, joining, underwater cable installation. Trench less technology and directional boring shall be the work of the Laborer.

**5. Sewers, Drains, Culverts and Multiplate** - Unloading, sorting, stockpiling, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra-cotta, ironstone, vitrified concrete, ductile iron, or other pipe and the making of joints for main or side sewers and storm sewers and all the pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure. Laying, leveling and making of the joint of all multicell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. Oil, brine, chemical transmission lines and related work, fiber optics, communication lines and cathodic protection.

**6. Drilling and Blasting** - All work of drilling, jack hammering, and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surface with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

**7. Signal Men** -Signal men on all construction work defined herein, including traffic control signal men or flagmen at construction sites.

**8. Use of Tools** -Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

**9. All clean-up**, including general, construction, janitorial, final, and micro cleaning; all cleaning and removal of debris, rubbish, and refuse of any type and kind for all trades on all jobs, and final cleaning operation on any project or part thereof before the project or any part thereof is turned over to the owner.

F. This Agreement shall also cover all work traditionally performed by Laborers within the jurisdiction of this Agreement.

#### ARTICLE X ADDENDUM A - TUNNEL WORK

1. This Addendum A shall cover the construction, alteration, or renovation of all tunnels, shafts, adits, silos, raises, ventilation raises, ducts, underground chambers and all. other work where miners are required to work below the surface of the earth and which falls within the jurisdiction of the Laborers International Union of North America.

2. Tunnel work shall be defined as the actual boring, driving, and concreting of tunnels. A shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft (including stations) by using shaft sinking methods. Any mining performed off the completed shaft shall be considered tunnel work. Laborers Local 872 Job Description pg. 4 In the event a dispute arises in the differentiation between a tunnel or shaft, the Contractor and the Union shall meet to resolve the dispute.

### Craft: Mechanical Insulator (Union Rate)

#### Prevailing wage rates include the base rate as well as all applicable fringes

Mechanical Insulator-Journeyman .....	78.53
Mechanical Insulator-Foreman.....	82.99
Mechanical Insulator-General Foreman .....	87.45

#### **ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road mile figured from Clark County Courthouse:

Zone 1	20-45 miles	\$4.00
Zone 2	45-75 miles	\$5.00
Zone 3	75-150 miles	\$7.00
Zone 4	150 miles and over	\$8.00

#### **ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday

Swing Shift 10% per hour \$4.98

Grave Shift 15% per hour \$7.46

#### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Int' Assoc. of Heat & Frost Insulators and Allied Workers Local 135

This work includes the preparation, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when those materials are to be installed for thermal purposes and fire protection purposes in voids, or to create voids, or on piping, fittings, HVAC ductwork, grease ducts, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound attenuation purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping, Nanotechnology, energy audits, thermography, and thermal imaging. This work also includes all labor connected with the handling, truck driving and distribution of thermal insulation on the job premises. This article does not include pre-manufactured insulation or insulation accessories.

3. All duct lining, plenum lining and duct wrapping, done on the jobsite for acoustical or thermal purposes will be the work.

4. All asbestos abatement (removal), toxic waste cleanup, handling and/or the removal of hazardous waste materials from the aforementioned subsection (2) of this Article II, Section A, and the preparation therefore will be the work of this Local Union. Hazardous and toxic materials are any and all materials, which are defined by O.S.H.A. or E.P.A.

5. All thermal tape, pads, mitered fittings (insulation, metal or plastic), batts and lags shall be fabricated by the Employees covered by this Collective Bargaining Agreement when such fabricated items are to be installed by Asbestos Workers, regardless of the location the Employer chooses to have such items fabricated, within the territorial jurisdiction.

6. This Agreement covers the rates of pay, hours and other terms and conditions of employment with firestopping or fireproofing technicians, and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by a machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distributing of the above insulating materials, or the repair and maintenance of all equipment, on the job premises. The types of work shall include, but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing. Application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke, or other gases. The application included all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.



**Craft: MILLWRIGHT (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Millwright Journeyman.....	73.97
Millwright Welder.....	76.97
Millwright Foreman.....	78.46
Millwright General Foreman.....	83.40

**ADD ZONE RATE**

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Las Vegas, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

**ADD PREMIUM PAY**

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement.

**Section 1.4 Millwright Jurisdiction.**

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

**Section 1.4.1**

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel, hydrogen, jet, electric,



pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropnuematics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

#### Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

#### Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

#### Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks, transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs,

boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

#### Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programming of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

#### Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

#### Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

#### Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

#### Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

Craft: OPERATING ENGINEER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers		(SEE GROUP CLASSIFICATIONS)
Group 1.....		87.58
Group 2.....		88.53
Group 3.....		88.82
Group 4.....		90.31
Group 5.....		91.41
Group 6.....		90.53
Group 7.....		91.63
Group 8.....		90.64
Group 9.....		91.74
Group 10.....		90.76
Group 11.....		91.86
Group 12.....		90.93
Group 13.....		91.03
Group 14.....		91.06
Group 15.....		91.14
Group 16.....		91.26
Group 17.....		91.43
Group 18.....		91.53
Group 19.....		91.64
Group 20.....		91.76
Group 21.....		91.93
Group 22.....		92.03
Group 23.....		92.14
Group 24.....		92.26
Group 25.....		92.43 Add
\$ .50 per hour for "Special" Shift.....		
Add \$1.00 per hour for "Multiple" Shift.....		

[Add Zone Rates See Below](#)

[Add Premium Pay](#)

[Operating Engineers JOB DESCRIPTION:](#) See Below

Craft: OPERATING ENGINEER (Union Rate)  
**CRANES, PILEDRIVING, & HOISTING EQUIPMENT**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers		(SEE GROUP CLASSIFICATIONS)
Group 1.....		90.17
Group 2.....		90.31
Group 3.....		90.53
Group 4.....		90.64
Group 5.....		90.76
Group 6.....		90.93
Group 7.....		91.10
Group 8.....		91.26
Group 9.....		91.94
Group 10.....		92.10
Group 11.....		92.40
Group 12.....		92.73
Group 13.....		93.10
Group 14.....		93.94
Group 15.....		94.10
Group 16.....		94.15
Group 17.....		94.65
Group 18.....		95.10
Group 19.....		96.68
Group 20.....		97.29
Group 21.....		97.90
Group 22.....		98.66
Group 23.....		99.12
Group 24.....		99.62 Add
\$ .50 per hour for "Special" Shift.....		
Add \$1.00 per hour for "Multiple" Shift.....		

**Add Zone Rates See Below**

**Add Premium Pay**

**Operating Engineers JOB DESCRIPTION:** See Below

Craft: OPERATING ENGINEER (Union Rate)  
**SURVEYOR**

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers		(SEE GROUP CLASSIFICATIONS)
Group 1.....	2.....	89.50
Group 2.....	3.....	90.31
Group 3.....	4.....	90.53
Group 4.....	5.....	90.81
Group 5.....	6.....	90.93
Group 6.....	7.....	91.03
Group 7.....	8.....	91.06
Group 8.....	9.....	91.43
Group 9.....	10.....	91.56
Group 10.....		92.06

[Add Zone Rates See Below](#)

[Add Premium Pay](#)

[Operating Engineers JOB DESCRIPTION](#): See Below

Craft: OPERATING ENGINEER (Union Rate)  
**TUNNEL**

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers		(SEE GROUP CLASSIFICATIONS)
Group 1.....		89.43
Group 2.....		90.38
Group 3.....		90.67
Group 4.....		90.81
Group 5.....		91.03
Group 6.....		91.14
Group 7.....		91.26
Group 8.....		91.43
Group 9.....		91.56

**ADD ZONE RATE**

In addition to **OPERATING ENGINEER, CRANES, PILEDRIVING, & HOISTING EQUIPMENT, SURVEYOR AND TUNNEL** rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 45 miles	\$0.00
Zone 2	45 to 60 miles	\$4.00
Zone 3	60 miles and over	\$4.50

### **ADD PREMIUM PAY**

All time worked before 6:00 A.M. and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal periods, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

3. Overtime: First four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time.

On Saturday work, the first twelve (12) hours shall be at time and one-half (1½), and all additional hours at double (2) time. Sundays shall be double (2) time. Holidays shall be double (2) time.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

### **Operating Engineers JOB DESCRIPTION:** Excerpt from NCA and Operating Engineers Local 12

- a. It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work:
- b. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging and tunnels, soil testing and building/construction inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.
- c. It shall cover all work including the initial setting, positioning and programming of the base station in conjunction with Global Positioning Systems/GPS on the jobsite.
- d. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including Power Plants, Mines, Solar Energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction, except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.
- e. All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, loader, pallet fork or mobile equipment in reference to all of the above work.
- f. All work in connection with tiltup slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping),



installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

- g. All work in connection with the hoisting of materials which are to be used by the Carpenters or Building Tradesmen will be rigged, guided and handled by employees covered by this agreement.
- h. The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.
- i. All office modular furniture systems including, but not limited to: the unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.
- j. The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.
- k. Lubricates moving parts of heavy equipment throughout the project or on the project. Check and fill miscellaneous equipment fluids. Changes oil in machine reservoirs; cleans and replaces oil filters. Remove and replace air and fuel filters. Ensures that automatic lubrication equipment operates correctly, replacing empty drums or malfunctioning lines. Fills automatic dispensers, oil cans, and oil cups. Utilizes fuel stand discharge nozzles and fuel and lube discharge guns. Inspect and operate auxiliary equipment, including boom assembly. Identifies machines and equipment requiring repair or maintenance through provided work orders and specifications. Maintain equipment per manufacturer's requirements. Identifies when and what type of preventive maintenance is required for heavy equipment; performs the maintenance, reporting any need for additional maintenance or repairs. Completes logs, reports, or other documentation related to the installation, replacement, modification, or changing of machine parts and attachments. Removes superfluous oil and grease from machinery, tools, equipment and on the project. Checks tire pressure and inflates tires when necessary.

Craft: PAINTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Painter-Journeyman.....	69.25
Painter-Foreman.....	73.45
Painter-General Foreman.....	78.03

**ADD ZONE RATE**

In addition to: PAINTER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	41 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25
Laughlin		\$2.00

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

Section 2: When a holiday falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours paid at two (2X) times the straight time rate.

When working a four-ten (4/10) hour shift: all hours worked beyond ten (10) hours shall be paid at double the straight time rate.

\*If there is less than 8 hours between shifts then the 2nd shift becomes a continuation of the 1st shift, and if the majority of the work performed is outside of the regular day shift then it is 7-1/2 hours for 8.

\*Shift Differential: To be paid for all work performed between the hours of 4:30 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**Section 3. SPECIALTY PREMIUM PAY**

a) High Pay- work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work over forty (40) feet, up to and including one hundred (100) feet in height shall be paid at the rate of eighty-five cents (\$0.85) per hour above the base classification. All work over one hundred (100) feet shall be paid at the rate of two dollars (\$2.00) per hour above the base classification.

- b) High pay shall be paid in addition to all other premiums involved.
- c) Down Hole – Down hole time shall pay in the same increments as high pay.
- d) Hazard Pay - Employees required to work inside tunnels, tubes or piping such as work involved at water treatment plants and mining operations shall receive a premium of thirty-five cents (\$0.35) per hour above the base classification. Hazard pay shall be paid in addition to all other premiums involved.
- e) Employees working with or applying creosote, coal or hot tar epoxies shall be furnished uniforms or clothing described by OSHA.
- f) If a worker is entitled to receive premium pay at any time during his shift he shall receive the premium for the entire shift.

Section 4. INDUSTRIAL PAINTING - Employees performing painting work on industrial projects shall be paid an additional one dollar (\$1.00) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

**JOB DESCRIPTION:** Excerpt from Agreement between PDCA and Allied Trades DC 16

Work will include, but not be limited to: (1) preparation of any surface that is to receive any coating. This Is to Include, but not be limited to caulking, puttying, spackling, bondo, fiberglass applications and repairs, sealers and primers. The application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, GRG, GFRC, plaster cast, carbon fiber, encapsulating, insulating, metalizing, flame spray, Exterior Insulating Finishing Systems, the application of Venetian Plasters and/or Polymers; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.

Industrial projects shall mean new construction or maintenance work performed in the energy, power, water, wastewater, chemical, manufacturing, industrial buildings, heavy highway, bridge, overpass roadway tunnel industry or any other industry requiring the use of protective coatings.

**Craft: PILEDRIIVER (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Driveman, Rigman, Bridge and Dock Carpenter.....	73.22
Piledriver Certified Welder.....	74.22
Piledriver-Foreman.....	77.89
Diver-Diving (wet pay).....	131.30
Stand-By Diver.....	78.89
Tender.....	77.89

**ADD ZONE RATE**

In addition to PILEDRIIVER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1	0 to 50 miles	\$0.00
Zone 2	Over 50 miles	\$5.00

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). If it becomes necessary to work on Labor Day, it will be three (3x) the regular wages.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

**104.1** The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

**(a)** In addition to the work identified in Article I, the Pile Drivers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing.

**(1)** In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

**(2)** On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

**(3)** In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

**(4)** In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons

immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.

**(5)** In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

**(6)** In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

**(7)** In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

**Craft: PLASTERER (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer-Journeyman.....	64.31
Plasterer-Foreman.....	69.01
Plasterer-General Foreman.....	71.37

**ADD ZONE RATE**

In addition to PLASTERER rates employees performing work on Public Works Projects 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 50 miles	\$0.00
Zone 2	Over 50	\$4.00

**ADD PREMIUM PAY**

**OVERTIME** – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

**HIGH TIME** – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar (\$1.00) per hour above the journeyman rate of pay. Employees shall be paid high pay only for actual time of exposure on the scaffold, boatswain chair, outriggers, etc.

**NOZZLE MAN** – The nozzle man applying fireproofing material shall receive \$2.00 above Journeymen Plasterer Base Wage rate for the period in which he operates any nozzle.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at double time. No work shall be required on Labor Day, except in cases of extreme urgency.

**JOB DESCRIPTION:** Excerpt from Agreement So NV. Plasterers & AGC/NCA/UBCA

This includes but is not limited to: Smooth and finish surfaces of poured or full systems of EIFS including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation, all sprayed or troweled on fireproofing, interior cover coats including all plastering systems recognized by our International Association; installation of all types of lath and all lathing trims in any interior or exterior applications; installation and patching of GFRG and GFRC pieces with adhesive or mechanical fastening systems; all cutting, shaping, rodding, carving, leveling, brooming of rock, water and pool features including all interior swimming pool finishes, but not limited to pebbletech or white plaster



finishes; all Venetian or decorative interior plaster ; all acoustical finish systems including, but not limited to, Baswaphon.

Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Plasterers shall perform any and all work and use any and all new materials or techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

**Craft: PLUMBER/PIPEFITTER (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Plumber/Pipefitter-Journeyman.....	79.73
Plumber/Pipefitter-Foreman.....	85.67
Plumber/Pipefitter-General Foreman.....	91.61

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects 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	20 to 45 miles	\$3.75
Zone 3	45 to 75 miles	\$7.50
Zone 4	75 miles and over	\$11.25

**ADD PREMIUM PAY**

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

**RECOGNIZED HOLIDAYS**

Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

**JOB DESCRIPTION** Excerpt from Agreement between MCA and Plumber Pipefitters Serv. Tech Local 525

Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

**Craft: REFRIGERATION MECHANIC (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Refrigeration-Journeyman.....	77.21
Refrigeration -Foreman.....	82.96
Refrigeration -General Foreman .....	88.71

**ADD ZONE RATE**

In addition to REFRIGERATION MECHANIC rates employees performing work on Public Works Projects 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	20 to 45 miles	\$3.75
Zone 3	45 to 75 miles	\$7.50
Zone 4	75 miles and over	\$11.25

**ADD PREMIUM PAY**

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

**RECOGNIZED HOLIDAYS**

Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

**JOB DESCRIPTION**

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;

Craft: ROOFER (Union Rate)  
(Does not include sheet metal roofs)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Roofer-Journeyman.....	47.18
Roofer-Foreman.....	54.20

**ADD PREMIUM PAY**

Any work performed in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one half (1 1/2) times the regular straight time rate of pay.

Two times (2x) the regular wage shall be paid for all work performed on Sundays.

Two times (2x) the regular wage shall be paid for work performed on a Holiday designated under this Agreement.

Work performed on a Saturday shall be paid at the regular wage unless the work qualifies for overtime under the terms of this section.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Roofers, Waterproofers, and Allied Workers Local 162

Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All slate where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade slates, with necessary metal flashing to make water-tight.
2. All tile where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade tile, with necessary metal flashing to make watertight.
3. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight.
4. All cementing in, on or around the said slate or tile roof or promenade.
5. All laying of felt, paper, membranes, ice shields, vapor barriers or similar underlayments on substrates.
6. All dressing, punching and cutting of all roof slate or tile.
7. All operation of slate cutting or punching machinery.
8. All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, including shingles of composition wood and metal tile.
9. All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
10. All solar or photovoltaic cell-type roofing systems used to transform solar energy to electrical energy.

Section 4. Composition roofers and damp and waterproof workers shall include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
2. All waterproofing using bituminous products whether structures are above or below grade.
3. All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.



4. All kinds of asphalt and composition roofing and waterproofing.
5. All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
6. All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants.
7. All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.
8. All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing.
9. All rock asphalt and composition roofing.
10. All rock asphalt mastic when used for damp and waterproofing.
11. All prepared paper roofing.
12. All mineral surfaced roofing, including 90lb., and 818, whether nailed, mopped with bitumen, or applied with mastic or adhesive.
13. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating.
14. All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck.
15. All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of structure.
16. All damp course, sheeting or coating on all foundation work.
17. All tarred floors.
18. All wood block floors that are set in and/or coated with bituminous products.
19. All waterproofing of shower pans and/or stalls.
20. All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.
21. All forms of insulation used as part of, or in connection with, roofing, waterproofing or dampproofing.
22. All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
23. All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.
24. All types of coatings, toppings and finishes used on the roof surfaces.
25. All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.
26. All solar or photovoltaic cell-type roof membrane systems used to transform solar energy to electrical energy.

Section 5. Composition roofers and damp and waterproof workers shall also include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not limited to:
  - a. PVC (polyvinyl chloride systems)
  - b. Butyl Rubber
  - c. EPDM (Ethylene-propylene diene monomer)
  - d. PIB (polyisobutylene)
  - e. CPE (chlorinated polyethylene)
  - f. CSPE (chlorosulfonated polyethylene)
  - g. Modified bitumens
  - h. TPO Membrane (Thermo Plastic Olefin)

2. All sealing and caulking of seams and joints on these roofing systems by heat or solvent welding or by adhesives or butyl tapes or any other means.
3. All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined
4. All components of elasto-plastic roofing systems used to seal the roof including but not limited to, compression seals, termination bars, caulking and sealants.
5. All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives, to include any gypsum board and/or fire barrier required.
6. All forms of composite insulations having nailable surfaces (e.g. plywood, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
7. All types of aggregates, blocks, bricks, stones, or units of photovoltaic cell construction used to ballast these elasto-plastic systems.
8. All types of aggregates, blocks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
9. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
10. All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of the building.
11. All sheet-type, elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.
12. All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems, or any other means of application.
13. All types of pre-formed panels and rolls used in waterproofing (Volclay, Bentonite etc.)
14. All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.
15. All handling of roofing, damp and waterproofing materials.
16. All hoisting and storing of roofing, damp and waterproofing materials.
17. All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
18. All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
19. All wrapping and/or coating of underground pipelines with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tape inside or outside of pipe, whether done by roller, mop, swab, three-knot brush, or spray systems. Preparation of surface by sand blasting or wire brushing.
20. All operation of jeepers or holiday detectors.
21. All Zonolite or Cellular Concrete Roof Insulation and all materials, the machinery and equipment used to apply them.
22. All materials laminated to roofing and/or insulation systems.

**Craft: SHEET METAL WORKERS (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sheet Metal Worker Journeyman.....	86.36
Sheet Metal Worker -Foreman.....	91.77
Sheet Metal Worker -General Foreman.....	97.18

**ADD ZONE RATE**

In addition to SHEET METAL WORKER 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

**ADD PREMIUM PAY**

All work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay. Sunday and Holidays shall be paid at double (2) times the straight time of pay.

**RECOGNIZED HOLIDAYS**

New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays.

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 88 Collective Bargaining Agreement

(a) Manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall systems, metal roofing and underlayment regardless of material used; (f) any and all auditing, commissioning and testing, of all HVAC in connection with a building rating methods; detailing, shop fabrication, field installation and performance oriented tasks and (g) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SPRINKLER FITTER (Non-union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Sprinkler Fitter-Journeyman.....31.26

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

**Craft: TAPER (Union Rate)****Prevailing wage rates include the base rate as well as all applicable fringes**

Taper-Journeyman.....	69.25
Taper-Foreman.....	73.45
Taper-General Foreman.....	78.03

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	41 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25
Laughlin		\$2.00

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

Section 2: When a holiday falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours paid at two (2X) times the straight time rate.

\*If there is less than 8 hours between shifts then the 2nd shift becomes a continuation of the 1st shift, and if the majority of the work performed is outside of the regular day shift then it is 7-1/2 hours for 8.

\*Shift Differential: To be paid for all work performed between the hours of 4:30 pm to 5 am and it will be compensated at \$2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**Section 3. SPECIALTY PREMIUM PAY**

a) High Pay- work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work over forty (40) feet, up to and including one hundred (100) feet in height shall be paid at the rate of eighty-five cents (\$0.85) per hour above the base classification. All work over one hundred (100) feet shall be paid at the rate of two dollars (\$2.00) per hour above the base classification.

b) High pay shall be paid in addition to all other premiums involved.

- c) Down Hole – Down hole time shall pay in the same increments as high pay.
- d) Hazard Pay - Employees required to work inside tunnels, tubes or piping such as work involved at water treatment plants and mining operations shall receive a premium of thirty-five cents (\$0.35) per hour above the base classification. Hazard pay shall be paid in addition to all other premiums involved.
- e) Employees working with or applying creosote, coal or hot tar epoxies shall be furnished uniforms or clothing described by OSHA.
- f) If a worker is entitled to receive premium pay at any time during his shift he shall receive the premium for the entire shift.

**JOB DESCRIPTION:** Excerpt from Agreement between PDCA and Allied Trades DC 16

Excerpt from Drywall Finishing work will include, but not be limited to: (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all firestopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes. (2) all stucco and dryvit systems will be performed by members of this International Union.



Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 4**

Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....48.22  
 Terrazzo Worker/Marble Mason .....64.31  
 Tile Setter.....66.94

**ADD ZONE RATE**

In addition to: TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour  
 Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 50 miles	\$3.75
Zone 3	50 to 70 miles	\$5.00
Zone 4	Over 70 miles	\$10.00

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for al hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West  
 Administrative District Council Master Labor Agreement

***FINISHER'S WORK:***

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

### **TILE LAYERS' WORK:**

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

**Craft: TRAFFIC BARRIER ERECTOR (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 7**

Traffic Barrier Erector - Journeyman.....65.87  
 Foreman Rate - 10% per hour above highest paid journeyman supervised.  
 General Foreman Rate - 10% per hour above highest paid foreman supervised.

**ADD ZONE RATE**

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

**ADD PREMIUM PAY**

The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) hours shall be at time and one half and all additional hours at double time. Sundays and holidays shall be at double time.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

## Craft: Truck Driver (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Truck Driver	(SEE GROUP CLASSIFICATIONS)
Group 1.....	65.52
Group 2.....	65.62
Group 3.....	65.82
Group 4.....	66.01
Group 5.....	66.16
Group 6.....	66.51
Foreman \$1.00 above highest paid journeyman supervised.	

### **ADD ZONE RATE**

In addition to: TRUCK DRIVER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 20 miles	\$0.00
Zone 2	20 to 40 miles	\$1.50
Zone 3	40 to 60 miles	\$2.50
Zone 4	Over 60 miles	\$3.50

### **ADD PREMIUM PAY**

All time worked in excess of eight (8) consecutive hours, exclusive of meal period, or all time worked in excess of forty (40) hours per week and all work performed on Saturday and Sunday, and holidays shall be paid at the overtime rate.

### **RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

### **JOB DESCRIPTION**

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)

Craft: WELL DRILLER (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Well Driller.....45.24

**JOB DESCRIPTION**

- 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

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### LABORER

#### Group 1

- Traffic Control Tech and working Traffic Control Supervisor
- All pressure washing, all surface preparation for patching and grouting, dry packing of concrete and filling of form bolt holes
- Subgrade, finish/fine grade with use of granule or non-granule material, vapor barriers, lasers, string line, setting and leveling on highway, street paving, sidewalk, driveways, airport runways and similar type heavy construction
- Gas and oil pipeline
- Guinea chaser
- Laborer, general, construction, demolition, surgical demolition, selective demolition or Solar-Stringing of posts, installation of posts and piles, installation and bolting together of all rakes, tray tables and torque tubes. Running all bobcats, skid steers, forklifts, Turchis or similar equipment for post installation. Trashing out crates, card board boxes and trash within the solar arrays and Solar project boundaries.
- Laborer, packing rod steel and pans
- Laborer, temporary water lines (portable type)
- Laborer, loading and unloading solar panels, crates and pallets
- Laborer, handling, Installing, and setting of all solar panels/ wire management but not connections Landscape gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to-follow the landscape plan)
- Stone pavers
- Nurseryman
- Tarman and mortar man, kettle man, potman and man applying asphalt, lay cold creosote, fine and similar type materials. ("Applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and water proofing.)
- Underground laborer, including caisson bellows
- Window cleaner
- Scaffold Erector -(Excludes Tenders)
- Fence Erector includes but not limited to: erecting or repairing, Chain Link, wooden, metal, vinyl, steel, tortoise, wire/ wire mesh or temporary fence. Mortarless, Barrier Wall and/or Retaining Walls; Digging post holes with spade. Post hole digger or power-driven auger; Aligning post through the use of lines or by sighting; verifying vertical alignment of post with a plumb bob or spirit level.
- Mechanical Stabilized Earth Wall
- Material Handler - for all trades, including but not limited to stacking and packing of all drywall, taping mud, paint, wallpaper, wall coverings and material associated there with including Demolition of said materials.
- All Construction cleanup and Final clean-up (picking up debris, sweeping, scraping and janitorial work, including final clean-up), on all jobsites shall be the work of the Laborers, including mass jobsite clean-up by All Contractors and Sub- Contractors. except as provided in Group 1A
- Tool Crib
- Light Tool Repairman Certified
- Firewatch
- Rigging and signaling when assigned by the Contractor and/or performing the work of a Laborer or tending another craft



### **Group 1A**

- Flagger/flag person
- Pilot car

Final clean up subject to this rate shall mean:

- Polishing furniture
- Polishing stainless steel in hotel kitchens
- Sweeping and vacuuming hallways and finished rooms and completed casino areas
- Washing windows on first floor and similar duties

### **Group 2**

- Asphalt raker, ironer, spreader, and luteman Buggymobile man
- Cesspool digger and installer Chuck tender (except tunnels)
- Gas and oil pipeline wrapper, pot tender and form man Making and caulking of all non-metallic pipe joints
- Operators and tenders of pneumatic and electric tools, video x-ray, vibrating machines, hand propelled trenching machines, vacuum truck/ hydro excavation operation, and all associated components for its operation, impact wrench multi-plate and similar mechanical tools not separately classified herein Riprap stonepaver
- Rota-scraper
- Sandblaster (pot tender)
- 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 Welding in connection with laborers work Gas and oil pipeline wrapper
- Gas and oil pipeline laborer, certified Jackhammer and/or pavement beaker
- Installing, laying and the connections of all metallic and non-metallic pipe, p.v.c. and drop inlet 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
- Concrete saw man,excluding tractor type, cutting scoring old or new concrete Operator of cement grinding machine
- Rock slinger
- Scaler (using boswain chair or safety belt or power tools under 100 feet)
- Forklift - A journeyman shall hold Forklift certification at time of referral for duration of employment. Bobcat/skid steer, Gannon tractor
- Working Dust control monitor, Single Axle water and Single Axle Dump Trucks Hodcarrier-Mason Tender/Mason Finisher
- Decorative Rock Installer - (Ponds, Waterfalls, etc.) Concrete striking, floating, epoxy finish, self-leveling material,and overlay
- Shotcrete/Gunnite

### **Group 3A**

- Placement of all concrete, including red concrete by any means Concrete Specialists
- Mudd Cutter
- Concrete vibrator operator, all sizes
- Concrete Dumper
- Slickline/Hoseman/Dumpman

### **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 if whatever type, regardless of method used for such loading and placing
- Sandblaster (nozzleman) Steel header-board man Construction Specialist

#### **Group 5**

- Driller (core, diamond or wagon),
- Air track drill (all types)
- 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)
- Gas and oil pipeline fusion
- Gas and oil pipeline wrappers, 6" pipe and over

#### **Group 6**

- Miner and Bullgang
- Shaft, Raid, Stope, Miner
- Miner-Tunnel (Hardrock)
- Bull Gang
- Mucker
- Trackman
- Miner-Welder Pipe Jacking
- Micro-Tunneling
- Tunnel Boring Machine
- High-Scaler

#### **Group 7**

- Asbestos Abatement
- Lead Abatement
- Hazardous Waste Abatement
- Petro-Chemical Abatement
- Radiation Remediation
- Microbial Remediation
- 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
- Inertial Profiler
- Pump Operator
- Signalman
- Steam Cleaner/Pressure Washer
- Switchman

**Group 2**

- Asphalt-Rubber Plant Operator (Nurse Tank Operator)
- Coil Rig Operator
- Concrete Mixer Operator - Skip type
- Conveyor Operator
- Fireman
- Forklift Operator (over 5 Tons)
- Helio-stat assembly System (Operator Related Work)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- PJU Side Dump Jack
- Profilograph
- 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

**Group 3**

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

**Group 4**

- All Terrain Placers/All Terrain Stone Slingers
- Asphalt Plant Fireman
- Backhoe Operator (Mini-Max or similar type)

- Boring Machine and/or pilot Tube 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)
- Direct Push Operator (Geoprobe or similar types)
- Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
- Equipment Greaser (Grease Truck)
- Excavator Track/Rubber-Tired-wth all attachments (Operating weight under 21,000lbs)
- Guard Rail Post Driver Operator
- Highline Cableway Signalman
- Horizontal Directional Drilling Machine
- Hydraulic Casing Oscillator Operator-drilling depth of 30'maximum
- Hydrovac Operator
- 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**

- Equipment Greaser (Grease Truck/Multi-Shift)

#### **Group 6**

- Articulating Material Hauler
- Asphalt Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Placer Operator
- Concrete Planer
- Dandy Digger
- Deck Engine Operator
- Deck Engineer
- Derrickman (Oilfield type)
- DeSanding Plant Operator
- Drilling Machine Operator, 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 Operator (including water wells)
- Force Feed Loader

- High Rail Swivel Dump
- Hydraulic Casing Oscillator Operator
- Hydro 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)
- MST 2200, Track Dumps
- Pavement Breaker Operator (truck mounted)
- Prentice High Rail Loader
- Railcar Mover
- 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
- Rumble Strip Grinder
- Skiploader Operator (crawler and wheel type, over  $\frac{3}{4}$  yd. and up to and including  $1\frac{1}{2}$  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
- Volumetric Mixer 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  $\frac{3}{4}$  yd.) Small Ford, Case or similar.
- Backhoe Operator (over  $\frac{3}{4}$  yd. and up to 5 cu. yd. M.R.C)
- Barrier Rail mover
- Cable Bundling Machine Operator
- Cable Trenching Machine Operator (Spider Plow or similar types)
- Cast in Place Pipe Laying Machine Operator
- Cold Foamed Asphalt Recycler
- 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
- Excavator Track/Rubber-Tired- with all attachments (operating Weight 21,000 lbs-1000,000 lbs.
- Global Positioning Systems/GPS
- Grade Checker
- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman
- Heavy Equipment Robotics Operator
- Hydraulic Casing oscillator Operator-drilling depth of 60' maximum
- Hydraulic Operated-drilling depth of 60" maximum
- Hydraulic Operated Grout Plant (excludes hand loading)
- Kalamazoo Ballast Regulator or similar type
- Klemm drill Operator or similar types
- Kolman Belt Loader and similar type
- Le Tourneau Blob Compactor or similar type
- Lo Drill
- 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
- Prentice 721E Hydro-Ax
- Pumpcrete Gun Operator
- RCM Cementing Unit Operator
- Rail/Switch Grinder Operator (Harsco or similar types)
- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison type)
- Roto Mill Operator
- 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 Required Group II)
- Soil Stabilizer and Reclaimer
- Surface Heaters and Planer Operator
- Somero SXP Laser screed
- Speed Swing 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**

- Backhoe Operator (over 5 cu.yds. M.R.C)
- 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
- Hydraulic Casing Oscillator Operator-drilling depth of 105' maximum
- 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.)
- 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.)
- Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with hoisting and placing materials
- 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
- Backhoe Operator (over 7 cu. Yds, M.R.S)
- 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)
- Excavator Track/Rubber Tired – with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)

- Hoe Ram or similar with Compressor
- Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum
- 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
- Drilling machine Operator, Bucket or auger Types (Calweld, Auger 200 CA or similar types – Watson, August 6000 or similar types-Hughes Super Duty, Auger 200 or similar types – drilling depth of 300" maximum)
- 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 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**

- Excavator track/Rubber-Tired-with all attachments (Operating Weight exceeding 200,000lbs)
- 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)

#### **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)
- Pedestal Concrete Pump Operator
- 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)
- Spyder Excavator Operator, with all attachments

## **OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT**

### **Group 1**

- A-Frame or Winch Truck Operator
- Ross Carrier Operator (jobsite)

### **Group 2**

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

### **Group 3**

- Hydraulic Boom Truck (Pitman)
- Knuckleboom
- Spyder Crane (or similar type)
- Stinger Crane (Austin-Western or similar type)
- Tugger Hoist Operator (1 drum)

### **Group 4**

- Bridge Crane Operator
- Creter Crane Operator
- Hoist Operator (Chicago Boom and similar type)
- Lift Mobile Operator
- Lift Slab Machine Operator (Vagtborg and similar types)
- Material Hoist/Manlift Operator
- Ojjo Earth Truss Driver Machine Operator or similar types
- PD10 Pile driver (or similar types)
- Polar Gantry Crane Operator
- Prentice Self-Loader
- Self-Climbing Scaffold (or similar type)
- Shovel, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
- Silent Piler
- Snobble Unit (pin-n-go or similar type)
- Tugger Hoist Operator (2 drum)

### **Group 5**

- Pedestal Crane Operator
- Shovel, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
- Tower Crane Repairman
- Tugger Hoist Operator (3 drum)

### **Group 6**

- Crawler Transporter Operator (Track or Rubber-Tired, Goldhofer or similar type)
- Derrick Barge Operator (under 25 tons, up to and including 50 tons M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton M.R.C.)
- Shovel, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

**Group 7**

- Derrick Barge Operator (over 25 tons, up to and including 50-ton 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 8**

- Oiler (40 tons up to including 200 tons M.R.C)
- Rotational Telehandler Operator (when Crane Certification is required)
- Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)

**Group 9**

- Oiler (Over 200 tons)

**Group 10**

- ABI/Fundex Machine
- 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)
- Vibrocat Stone Column Operator or similar types

**Group 11**

- Crane Heavy Duty Repairman

**Group 12**

- Crane Operator (up to and including 40-ton capacity)

**Group 13**

- 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)

**Group 14**

- Luffing Boom Oiler

**Group 15**

- 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.)

**Group 16**

- Crane Operator (over 40 tons, up to and including 79-ton M.R.C.)

**Group 17**

- Crane Operator (over 80 Tons, up to and including 150-ton M.R.C.)

**Group 18**

- Derrick Barge Operator (over 300 tons)
- Helicopter Pilot
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Tower Crane Operator (over 300 tons)

**Group 19**

- Crane Operator (over 150 tons, up to and including 200-ton M.R.C.)

**Group 20**

- Crane Operator (over 200 tons, up to and including 250-ton M.R.C.)

**Group 21**

- Crane Operator (over 250 tons, up to and including 300-ton M.R.C.)

**Group 22**

- Crane Operator (over 300 tons, up to and including 350-ton M.R.C.)

**Group 23**

- Crane Operator (over 350 tons, up to and including 500-ton M.R.C.)

**Group 24**

- Crane Operator (over 500 tons M.R.C.)

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**SURVEYOR GROUP CLASSIFICATIONS**

**Group 1**

- Chainman

**Group 2**

- Rodman

**Group 3**

- Group Penetrating Radar Operator (when used in conjunction with survey work)
- Instrument man
- Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with survey work)

**Group 4**

- Global Position Systems Chainman and Rodman
- Hydrographic Engineering Technician I (Chainman)
- Wild Gyroscope Instrumentman

**Group 5**

- Party Chief

**Group 6**

- E.D.M. or Fathometer Instrument man

**Group 7**



- Certified Party Chief

**Group 8**

- Hydrographic Engineer Party Chief

**Group 9**

- Certified Hydrographic Engineer Party Chief
- Global Position Systems Party Chief

**Group 10**

- Chief of Parties
- Two (2) or more crews

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**OPERATING ENGINEER-Tunnel**

**Group 1**

- Heavy Duty Repairman Helper

**Group 2**

- Skiploader (wheel type up to  $\frac{3}{4}$  yd. without attachment)

**Group 3**

- Chainman
- Power - Driver Jumbo Form Setter Operator

**Group 4**

- Dinkey Locomotive or Motorman (up to and including 10 tons)
- Rodman

**Group 5**

- Bit Sharpener
- Equipment Greaser (Grease Truck)
- Instrumentman
- Multi Service Vehicle (MSV) Operator
- 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  $\frac{3}{4}$  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 ( $\frac{1}{4}$  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**

- Party Chief

**Group 9**

- Certified Chief of Party
  - Tunnel Mole Boring Machine Operator
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**OPERATING ENGINEER**  
**Field Soils and Material Tester Building/Construction Inspector**

**Group 1**

- Field Soils and Material Tester
- Field Asphaltic Concrete (Soils and material Tester)
- Field Earthwork (Grading and Excavation and Filing)
- Hazardous Materials Soils and Material Tester
- Profilograph
- Roof Inspector
- Water Proofer

**Group 2**

- AWS-CWI Welding Inspector
- Building/Construction Inspector
- Firestopping Inspector
- Ground Penetrating Radar Operator (when used in conjunction with field soils and material testing – building/construction inspection)
- Licensed Grading Inspector
- Reinforcing Steel
- Reinforced Concrete
- Pre-Tension Concrete
- Post-Tension Concrete
- Structural Steel and Welding Inspector
- Glue-Lam and Truss Joints
- Truss-Type Joint Construction
- Shear Wall and Floor System used as diaphragms
- Concrete Batch Plant
- Spray-Applied Fireproofing
- Structural Masonry

**Group 3**

- Nondestructive Testing (NDT)
- Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection)

**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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