CONTRACT FOR STREETLIGHT PURCHASE AND INSTALLATION SERVICES

THIS CONTRACT is being entered into this __________ day of ____________________, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Crescent Electric Supply Company (hereinafter the "Company") having its principal office located at 3430 W. Sunset Road, Suite B, Las Vegas, NV 89118.

SECTION A – Contract Form

The subject matter of this Contract is the provision of fixtures and the replacement of City of Las Vegas HPS and Mercury Vapor streetlight fixtures with more energy efficient fixtures.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

Up to 14,999 units:

Description	Amount/each
65 Watt LED GE Luminaire	$375.85
80 Watt LED GE Luminaire	$384.25
95 Watt LED GE Luminaire	$426.35
142 Watt LED GE Luminaire	$647.40
157 Watt LED GE Luminaire	$663.15

15,000 units or more:

Description	Amount/each
65 Watt LED GE Luminaire	$368.50
80 Watt LED GE Luminaire	$380.41
95 Watt LED GE Luminaire	$422.10
142 Watt LED GE Luminaire	$634.45
157 Watt LED GE Luminaire	$647.00

The accumulation of 15,000 units may be achieved by purchases from the City of Las Vegas or any other municipality that may join this contract.

Installation:

Units installed by Company at Davis-Bacon wage rates per Section E-24: $57.50 each

Units installed by Company where prevailing wage is applicable per Section E-24: $68.95* each
*Rate listed is based on prevailing wage rate at date of award of Contract, and shall remain effective until rate is adjusted by Labor Commissioner.

(b) **Payment for Stored Material**

The City shall pay the Company 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 Company stores the material in a manner acceptable to the City at the Work site or other site that is acceptable to the City.
ii. The Company furnishes evidence of the quantity and quality of the stored material that is acceptable to the City.
iii. The Company furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the City.
iv. The Company furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the City.
v. The Company agrees that the manufacturer's warranty period is not instituted until the City or City's contractor take possession of materials.

The transfer of title to, or the payment for, the stored material by the City shall in no way relieve the Company 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 Company's stock, then in lieu of an invoice, the Company shall submit to the City a statement and accompanying affidavit certifying that the material was taken from the Company's stock and that the claimed material and transportation costs represent the actual costs to the Company.

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 Company.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;

(ii) the Contract Item against which charges are made;

(iii) performance dates covered;

(iv) the associated purchase order number;

(v) copy of the Progress Report, signed/approved by City's Project Manager.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, unless extended through mutual agreement by both parties.

(b) <u>Delivery Schedule.</u> The City desires to purchase a minimum of 6,600 light fixtures under this Contract. The Company shall provide 200 80watt light fixtures within 45 days after notice to proceed. A delivery (and installation when applicable) schedule for the remaining 6,400 light fixtures (based on minimum quantity) shall be established upon notice to proceed with a minimum production of 1800 units per month.

(c) <u>Liquidated Damages.</u> Time is an essential element of the Contract. The Company needs to vigorously proceed with the Work to completion. The parties recognize that in the event the Company does not meet the deadline for completion, the City will suffer such damages resulting from additional inspection, supervision and contract administration and that the amount of such damages are uncertain at this time. For that reason, in the event of failure on the part of the Company to complete the Work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by written authorization by the City, or failure to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the Contractor shall pay to the City, as liquidated damages, the sum of $100 **for each calendar day** of delay until such reasonable time as may be required for completion of the Work, together with any increased costs incurred by the City in completing the Work. The signing of the Proposal by the Offeror shall be prima facie evidence that he agrees that the amount of liquidated damages is fair and reasonable.

The City, permitting the Company to continue and finish the work or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, with in no way operate as a waiver on the part of the City of any of its rights under the Contract. The City may waive such portions of the liquidated damages as may accrue after all work is completed, except final clean-up at the site.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to accomplish the removal of existing streetlights and replacement with energy efficient streetlights. Mercury vapor lights will be replaced by city crews. If any mercury vapor lights are located within the area scheduled for the contractor's work and are of the same type of street as their contract (local street or major street), the contractor will do the replacement. Company is responsible for ensuring their field personnel possess the training, certifications, equipment etc. required to remove, package and transport the mercury vapor lights to facility where they can be recycled. Company is responsible for disposing of any units removed in accordance with the Environmental Protection Agency's Universal Waste Lamps policy included as Attachment 4. City crews will be responsible for repairing of existing poles and wiring as needed.

Company will be required to recycle lamps removed from streetlight poles in accordance with the EPA Universal Waste Lamps policy. The City will be credited $5 for each lamp recycled by Company. Company to provide a monthly report indicating number of units recycled, amount credited back to City and document recycling process in accordance with the Universal Waste Lamp policy.

C-2 Deliverables

The Company shall provide the following deliverables:

(a) 200 80watt fixtures within 45 days after notice to proceed;

(b) Additional 6,400 fixtures will be delivered as established at notice to proceed and by written notice from the City;

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:

Crescent Electric Supply Company
David Graff
3430 W. Sunset Road, Suite B
Las Vegas, NV 89118
Fax: (702) 492-7193

Las Vegas, NV 89118
Fax: (702) 492-7193

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Pat Batte as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates David Graff as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty [CAO-7/24/08]

(a) Services: The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

(b) Fixtures:
 i. Warranty to cover full replacement of the luminaire due to any failure for five (5) years.
 ii. Warranty to provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of eight (8) years from date of purchase.
 iii. Warranty to cover ten (10) years on the finish.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

D-7 Use by Other Government Entities

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining the awarded Contract at the option of the Company. In the event that Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance:[CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City 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 Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this 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 this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract 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.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the Cityship and principals of the Company on Attachment 5 (Certificate – Disclosure of Cityship/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

  (i) Description of services to be performed.
  (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 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.

E-23 Federal Requirements

(a) **A portion of this contract is funded by the American Recovery and Reinvestment Act (ARRA) of 2009.** The Company, and each Subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project, shall comply with the requirements of the applicable federal, state and local laws including, without limitation, federal ARRA Reporting Requirements, Buy America, labor and health laws, the applicable requirements for licensing and the payment of sales and use taxes on equipment, materials and supplies provided for the Project.

(b) **Federal Wage Rates**

The Company is hereby notified that the State & Federal Wage Rates (*Attachment 1)* are applicable to the Contract. Any 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 through 276a-7) and as supplemented by a regulation of the Department of Labor (29 CFR, Part 5). If the Nevada State Wage Rates and Federal Wage Rates are not equal, the Company is required to pay the higher prevailing wage rate.

(c) **Federal Regulations**

The Company is hereby notified that there are Federal Regulations associated with this Project (*Attachment* 2) which are applicable to this Contract.

E-24 Compliance with Labor Laws

The Company shall comply with all federal, state and local laws and regulations applicable to installation of the fixtures 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.

This Contract is partially funded through Federal funds, therefore the installation price in Section E-3 has been established using the Davis-Bacon wage rates included in Attachment 1. If work is non-federally funded then Nevada state prevailing wages shall apply.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference
Attachment 1	Davis-Bacon Wage Rates
Attachment 2	Federal Requirements
Attachment 3	Technical Specifications
Attachment 4	Universal Waste Lamps Policy
Attachment 5	Certificate – Disclosure of Ownership/Principals

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/23/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CRESCENT ELECTRIC SUPPLY COMPANY

David Graff, District Manager

"Company"

ATTACHMENT 1 –
DAVIS-BACON WAGE RATES

General Decision Number: NV100022 07/09/2010 NV22

Superseded General Decision Number: NV20080022

State: Nevada

Construction Type: Heavy

County: Clark County in Nevada.

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

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	07/09/2010

* CARP1780-011 07/01/2010

	Rates	Fringes
CARPENTER (Form Work Only).......	$ 37.76	11.10

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

40 to 60 miles radius: $2.50 additional per hour

Over 60 miles radius: $4.25 additional per hour

Laughlin Area: $2.00 additional per hour

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* CARP1827-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.......................	$ 38.68	11.18

ZONE PAY:
Zone 1: 30 miles radius around Las Vegas from the intersection of Maryland Parkway and Charleston Blvd - Free Zone.
Zone 2: 30 to 50 miles radius - $1.50 additional per hour.
Zone 3: 50 miles or more - $3.25 additional per hour.
Laughlin Area - $2.00 additional per hour.

ELEC0357-007 01/01/2010

	Rates	Fringes

ELECTRICIAN.....................$ 39.99 15.12+3%

ZONE PAY:

(A) The area bound by a 25 mile radius from the intersection of Main Street and Fremont Street in Las Vegas is hereby established a Free Zone.

(B) The area bound by a 25-55 mile radius from the intersection of Main and Fremont Street shall receive $2.50 per hour at a straight time rate for Zone Pay.

(C) The area outside of 55 miles radius from Main Street and Fremont Street shall receive $3.50 per hour at the straight time rate of Zone Pay.

ENGI0012-012 07/01/2009

	Rates	Fringes
Operators:		
(03) Skid Loader/Bobcat.....	$ 37.91	16.00
(04) Backhoe, Roller, Trackhoe....................	$ 39.40	16.00
(06) Bulldozer, Scraper.....	$ 39.62	16.00
(08) Mechanic, Excavator....	$ 39.73	16.00
(10) Grader/ Blade.........	.$ 39.85	16.00

IRON0118-004 07/01/2009

	Rates	Fringes
IRONWORKER: Reinforcing and Structural.......................	$ 33.00	23.71

LABO0872-007 07/01/2008

	Rates	Fringes
LABORER		
(1) Form Stripping..........	$ 24.31	16.83
(3) Mason Tender-Cement Concrete....................	$ 24.62	16.83
(8) Flagger.................	$ 22.81	16.83

PAIN0159-002 07/01/2008

	Rates	Fringes
PAINTER..........................	$ 34.63	10.49

PLAS0797-007 07/01/2007

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 31.28	11.25

SHEE0088-003 01/01/2010

	Rates	Fringes
SHEETMETAL WORKER (Including		

HVAC Duct Installation and
Metal Roof)......................$ 42.81 14.68

SUNV2007-029 09/19/2007

	Rates	Fringes
CARPENTER, Excluding Form Work...	$ 25.43	8.79
LABORER: Common or General......	$ 20.93	0.00
LABORER: Concrete Saw...........	$ 23.92	0.00
LABORER: Landscape.............	$ 18.51	0.00
LABORER: Pipelayer.............	$ 21.73	8.31
OPERATOR: Backhoe Loader Combo...........................	$ 30.15	10.31
OPERATOR: Crane................	$ 28.54	9.75
OPERATOR: Loader................	$ 38.10	0.00
PIPEFITTER.......................	$ 28.79	9.23

TEAM0631-005 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....................	$ 26.69	16.64
GROUP 2.....................	$ 26.79	16.64
GROUP 3.....................	$ 27.00	16.64
GROUP 4.....................	$ 27.18	16.64

ZONE PAY:

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

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

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

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

CLASSIFICATIONS

GROUP 1: Flatbed; Dump Truck less than 12 yds.

GROUP 2: Dump trucks 12 yds but less than 16 yds.

GROUP 3: Dump trucks 16 yds up to and including 22 yds.

GROUP 4: Dump trucks over 22 yds.

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

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Write to:

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

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

END OF GENERAL DECISION

ATTACHMENT 2 - FEDERAL REQUIREMENTS

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

The Recipient shall comply with the provisions in 10 CFR 600.236, "Procurement", Section (i) "Contract Provisions", numbers 1-13.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. <u>Flow Down Requirement</u>

Recipients must include these special terms and conditions and the requirement to comply with the provisions in 10 CFR 600.236 in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller

General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

1. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) REPORTING REQUIREMENTS: Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide the City of Las Vegas with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the City of Las Vegas to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported. In the event that a contract is completed prior to the end of a quarter, contractor shall provide all ARRA required reports for the subsequent quarter with their final invoice. See Table 1 for the required ARRA reporting for this contract.

2. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

3. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act* . (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	______	______	______
Domestic steel, iron, or manufactured good	______	______	______
Item 2:			
Foreign steel, iron, or manufactured good	______	______	______

Domestic steel, iron, or manufactured good	________	________	________

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

**Include all delivery costs to the construction site.*

4. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of $7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:Foreign and Domestic Items Cost Comparison

Description	**Unit of measure**	**Quantity**	**Cost (dollars)***
Item 1:			
Foreign steel, iron, or manufactured good	________	________	________
Domestic steel, iron, or manufactured good	________	________	________
Item 2:			

Foreign steel, iron, or manufactured good	________	________	________
Domestic steel, iron, or manufactured good	________	________	________

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

**Include all delivery costs to the construction site.*

5. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

b.) Inquiries concerning the application of **Davis-Bacon** requirements to a particular federally assisted project should be directed to the City of Las Vegas. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

6. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

7. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the Recipient official authorized to execute an Award on behalf of Recipient and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any ARRA funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided *that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.* The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or City, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

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

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

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

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

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

(10) Certification of eligibility.

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

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

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

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify Recipient of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to Recipient;

(v) Provide Recipient with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by Recipient or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

MONTHLY PRIME AND SUBCONTRACTOR EMPLOYMENT REPORT
AMERICAN RECOVERY AND REINVESTMENT ACT

1. Reporting Month (mm/yyyy):	2. Contracting Agency: City of Las Vegas	
3. Federal Aid Project Number:	4. State Project Identification Number:	5. Project Location: State, County or Federal Region: NV, Clark
6a. Contractor Name: City of Las Vegas		
6b. Contractor Address1: 400 Stewart Ave		6c. Contractor Address2:
6d. Contractor City: Las Vegas	6e. Contractor State: NV	6f. Contractor Zip: 89101
7. Contractor DUNS Number:	8. Email:	
9. Number of Jobs Created or Retained Through This Project:	Jobs Created:	Jobs Retained:

10. Employment Data

	EXISTING EMPLOYEES			DBE PARTICIPATION		
	EMPLOYEES	HOURS	PAYROLL	DBE GOAL (%)	DBE COMMITMENT (%)	DBE ACTUAL PAYMENT
Prime Contractor Direct, on-Project Jobs (see guidance for definitions)	0	0.00	$0.00			
Subcontractor Name						
	0	0.00	$0.00			
Total	0	0	0			$ 0.00

11a. Prepared by (CEO or Payroll Official) – Name:	11b. Title:	11c. Date:

ATTACHMENT 3- TECHNICAL SPECIFICATIONSCONTRACT DESCRIPTION

a) Work of the Project includes procurement and replacement of existing Street Lights as defined in the City of Las Vegas RFP Document and Contract.

b) During the course of the Work and within the context of this Project and Contract, the City may provide authorized signatures to companies, subofferors, suppliers and manufacturers to act as the "Citys Agent" or similar authorization. These authorizations shall not establish a direct contractual relationship between the City and other parties, or relieve the Company of his responsibilities, or in any way modify the terms of this Contract. The term of such authorizations shall not extend beyond that required for the Work of this Contract.

2) CONSULTANT DEFINITION, REFERENCES AND AUTHORITY

a) Definition: The Consultant is the entity or individual contracted by the City as the lead consulting firm for the project to consult and advise the City during the Installation and Post-Installation phases of the project. The Consultant shall be entitled to performance of obligations as set forth in the CONTRACT. The Consultant is usually, but not always, the entity or individual contracted by the City for design services for the project. The term Consultant means the Consultant or his authorized representative and is referred to throughout the CONTRACT as if singular in number and masculine in gender. Where the City does not contract with a Consultant, the City assumes obligation of performance of the duties assigned to the Consultant to the extent permitted by law. In the event Consultant is deemed non-responsive to an issue by the City, the City may, but is not required to, assume performance of Consultant's duties related to the issue to the extent permitted by law.

b) Reference: References throughout the Contract to Engineer, other similar professionally licensed titles that have a role in this project as a consultant to the City are to be interpreted as a Consultant as defined above when such reference is intended to be descriptive of the firm contracted by the City as the Consultant.

c) The Consultant will advise and consult with the City. The Consultant will have authority to act on behalf of the City only to the extent provided in the CONTRACT. The duties, responsibilities and limitations of authority of the Consultant during installation as set forth in the CONTRACT will not be modified or extended without written consent of the City.

d) In case of the termination of the employment of the Consultant, the City may appoint another consultant whose status under the CONTRACT shall be that of the former Consultant.

e) Company's Responsibilities:

f) Receive and unload products at site; inspect for completeness or damage.

g) Handle, store, install and finish products.

h) Repair or replace items damaged after receipt.

3) ADMINISTRATION OF THE CONTRACT

a) The City will provide administration of the Contract as described in these conditions. If the City is assisted by installation administration consultants, the Company shall cooperate with and take direction from such consultants as directed by the City.

b) The City and/or Consultant will not be responsible for and will not have control or charge of installation means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Company's failure to carry out the Work in accordance with the CONTRACT. The City and/or Consultant will not be responsible for and have control or charge over the acts or omissions of the Company, Sub Contractors, lower tier sub Contractors or any of their agents or employees, or any other persons performing any of the Work.

c) If directed by the City, the Consultant will visit the site periodically and endeavor to keep the City informed of the progress and quality of the Work.

d) Based on the City's observations and an evaluation of the Company's Applications for Payment, the City's will review and certify the amounts owing to the Company and will issue Certificates for Payment in such amounts.

e) The Consultant will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limits agreed.

f) Matters in question between the Company and the City relating to the interpretation of the Contract, the City will render a decision to the Company in writing with reasonable promptness. At the City's discretion, the question may be referred initially to the Consultant for an opinion which he will provide to the City.

g) All interpretations and decisions shall be consistent with the intent of and reasonably inferable from the Contract and will be in writing or in the form of drawings. The City, as the administrator of the Contract and, the Consultant, in rendering opinions of the Contract, will endeavor to secure proper and timely performance by the Company.

h) The Consultant will conduct inspections, monitor progress against contract schedule, and review written warranties and related documents required by the Contract.

i) The Consultant may provide one or more project representatives to assist in carrying out his responsibilities at the site.

j) The Company shall forward all communications to the City. The City shall forward all communications to the Company however, the City is in no way prevented from talking to Subcontractors or in any way prevented from sharing any communications pertinent to the project.

k) Communications by and with Subcontractors and suppliers shall be through the Company. Communications by and with the Consultant and his subconsultants shall be through the City except as otherwise provided however, the Consultant is in no way prevented from talking to Subcontractors or in any way prevented from sharing any communications pertinent to the project.

l) All communication with the City shall be through the City's Designated Representative only. Escalate communication a step at a time on the chain of command only when all avenues have been exhausted at each level. Other specific lines of communications may be established with written agreement between the City and the Company.

4) SCHEDULING

i) Coordinate scheduling, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent installation elements.

ii) Unless otherwise requested by the City, coordinate all required or requested City involvement within the City's normal hours and days of operation. Normal hours are 7:30 AM and 3:00 PM for building department inspections and 7:00 AM and 5:00 PM for other City employees. Normal days of operation are Monday through Friday excluding legal State of Nevada holidays which include:

New Years Day

Martin Luther King's Birthday

President's Birthday

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veteran's Day

Thanksgiving Day and the Friday After

Christmas Day

b) Unless otherwise agreed in writing prior to occurrence, the Company shall pay for the overtime of all employees of the City who are requested by the Company to perform inspection or testing, or as a result of the Company's operation, are required to perform work beyond the normal hours and days of operation. The Company shall pay the base overtime rate including fringe benefits and equipment costs. Payment shall be deducted from the Contract Amount by Change Order.

c) Extension of Time. If the Company requests an extension of the Contract time, he shall submit the adjusted time adjustment schedule to the City's designated representative no later than seven (7) calendar days after the Company encounters the event(s). The Company shall provide detailed justification for such request, estimate the probable effect of the delay, and recommend corrective action. The City shall act upon the Company's request within a reasonable time. The City shall be the sole judge in determining whether an extension of time will be granted.

5) PERMITS

a) The Company shall be responsible to pay for and secure all approvals for the Work, and any portion thereof, without limitation, as required by authorities having jurisdiction. Failure of the Company to obtain required approvals in a timely manner shall not 1) be justification for delay of the issuance of the Notice to Proceed by the City, 2) be justification for an extension of the Contract Time, or 3) increase the Contract Amount. Without limiting the foregoing responsibility, the Company shall:

b) Initiate permit applications, provide information and submittals as required to gain approval of permits, pay the fees, secure the permits, and comply with the conditions of the permits. This provision shall apply to, but not be limited to, the following:

(1) Barricade permits, traffic route plan approvals from the City of Las Vegas.

6) SAFETY

a) The Company shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Company 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.

b) The Company shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby.

c) Except as otherwise stated in the Contract, if the Company encounters on the Project site material reasonable believed to be asbestos, lead, or polychlorinated biphenyl (PCB), the Company shall immediately stop work in the area affected and give notice of the condition to the City. Work in the affected area shall not be resumed without written direction by the City.

7) COMPANY'S USE OF SITE

a) The Company shall confine operations at streets to areas and times permitted by law, ordinances, permits required under the Contract and shall not unreasonably encumber the right of way (ROW) with materials or equipment. The Company shall not utilize or dump on adjacent ROW areas without the prior written approval of the City and of the City. Any off-site property utilized by the Company to benefit this Project, including but not limited to staging, storage, and parking, shall have the appropriate zoning designation and if required, a temporary commercial permit issued, prior to the any use of the property.

b) The Company shall allow the City and the City's consultants access to all areas of work whenever it is in preparation or progress. The Company shall provide facilities for such access to allow the City and the City's consultants to perform their functions under the Contract.

c) The City shall have the right to require that the Company replace any personnel assigned to Project at any time and for any reason by requesting such change in writing, including without limitation the project manager, superintendent, assistant superintendent, field engineer, estimator, scheduler, clerical, and laborers.

d) The Company at all times shall keep streets and adjacent areas free from accumulation of waste materials, rubbish, and fugitive dust caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, installation equipment, machinery and surplus materials. The Company shall reasonably clean the immediate work area on a daily basis to reduce risk of personal injury as well as fire hazard. If the Company fails to perform required cleaning, the City may do so as provided in the Contract and the cost shall be deducted from the Contract amount.

e) Limit use of street to allow:

   i) Work by others and Work by City.

   ii) Use of street by the public.

f) Access to Designated Streets: Upon the date set forth in the Notice to Proceed.

g) Time Restrictions for performing Work: All Work shall be performed between the hours of 7:00 A.M. and 6:00 P.M. except where specifically required otherwise as determined by the City.

8) TEMPORARY SANITARY FACILITIES

a) Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

b) At end of installation, return existing facilities used for installation operations to same or better condition as original condition.

9) VEHICULAR ACCESS

a) Provide unimpeded access for emergency vehicles.

b) Provide and maintain access to fire hydrants and control valves free of obstructions.

c) Provide means of removing mud from vehicle wheels before entering streets.

d) Do not use existing on-site roads for construction traffic.

e) Provide unimpeded access to private drives, businesses, etc.

f) Prohibit traffic from landscaped areas

10) PARKING

a) Arrange for and provide surface parking areas to accommodate installation personnel.

b) Use of existing on-site streets and driveways for installation personnel parking is not permitted.

c) Use of existing parking facilities by installation personnel is not permitted.

d) Do not allow heavy vehicles or installation equipment in off-site parking areas.

e) Mud, Rocks, and Soils from Site Vehicles: Provide means of removing mud, rocks, and soils from vehicle wheels before entering streets. Maintain adjacent streets and areas free of tracked and wind-blown soils and materials.

11) TRAFFIC REGULATION

a) Signs, Signals, And Devices:

   i) Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction.

   ii) Traffic Control Signals: If required, shall be as approved by local jurisdictions.

   iii) Traffic Cones and Drums, Flares and Lights: As approved by authority having jurisdiction.

   iv) Flagperson, Lighting, and Other Traffic Control Equipment: As required by authority having jurisdiction.

   v) Schedule work to minimize traffic disruption and duration of lane closures on adjacent roadways.

12) EXISTING CONDITIONS

a) Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

b) Notify City immediately if existing conditions are not acceptable or if unforeseen conditions are identified that prohibit Successful Company from proceeding.

c) Verify wiring and support components for equipment are complete and tested.

13) PREPARATION

a) Clean substrate surfaces prior to applying next material or substance.

b) Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

14) STANDARDS AND CODES

a) Whenever references are made in the Contract to standards and codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current or, when applicable, adopted by the regulating agency, on the date of contract award shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards and codes is solely for implementation of the technical portions of such standards and codes.

b) For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

15) FURNISH AND INSTALLATION

a) Furnish and install light fixtures and appurtenances in accordance with manufacturer specifications, contract requirements, and City of Las Vegas specifications.

b) Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

c) Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to specified condition.

d) Clean interior and exterior surfaces remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, and remove residue.

e) Clean site; remove any stains on concrete or asphalt.

f) Remove waste and surplus materials, rubbish, and installation facilities from site.

g) Wipe surfaces of mechanical and electrical equipment clean. Clean all light fixtures and lamps.

h) Properly remove, package, transport, and store existing fixtures in accordance with the Contract Documentation and all applicable local, federal, and state regulations.

16) RESPONSIBILITY FOR THE WORK, MATERIALS AND SECURITY

a) The Company shall at all times conduct all operations under the Contract in a matter as to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. The Company shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, City's property, and the work site. The Company shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

b) The Company shall comply with all applicable laws and regulations. The Company shall cooperate with City on all security matters and shall promptly comply with any project security requirements established by the City. Such compliance with these security requirements shall not relieve Company of its responsibility for maintaining proper security, not shall it be construed as limiting in any manner the Company's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

c) The Company shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City in a timely manner.

17) QUALITY CONTROL AND CONTROL OF INSTALLATION

a) Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

b) Comply with manufacturers' instructions, including each step in sequence.

c) When manufacturers' instructions conflict with Contract, request clarification from City before proceeding.

d) Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

e) Perform Work by persons qualified to produce required and specified quality.

18) CITY INSPECTION AND ACCEPTANCE

a) When the RFP, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Company shall make arrangements with City for such inspections, testing and approvals. The Company shall give the City 24 hours advance written notice so they may observe such inspection, testing or approval. The results of a required inspection or test shall determine the need for additional inspection or testing. The Contract Amount shall not be modified and no extensions of time will be granted for additional inspection, testing or approval required by the results of a previous inspection or test. Unless otherwise provided, the Company shall bear all costs of inspections, tests and approvals which are a requirement at the time bids are received.

b) Required certifications of inspection, testing or approval shall be secured by the Company and promptly delivered by him to the City.

19) RESPONSIBILITY FOR COMPLETION

a) The Company shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to insure the prosecution and completion of the Work within the Contract Time, and in accordance with the approved Guaranteed Progress Schedule. If the progress of the Work falls behind the approved schedule (including any City approved time extensions) by 14 days or more, or it becomes apparent to the City from the Company's progress that the Work will not be substantially complete within the Contract Time, the Company agrees to take the following actions at no additional cost to the City to improve progress as necessary:

b) Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of Work:

c) 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 City, the backlog of work; and,

   (1) Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

   (2) If the actions taken by the Company are not satisfactory to make up the lag in scheduled progress, the City may require the Company to take any or all of the foregoing actions without additional cost to the City.

(3) Failure of the Company to comply with the requirements of this article (including failure to submit realistic schedules) are grounds for a determination by the City that the Company is failing to diligently prosecute the Work, that the Company is in default and is neglecting to carry out the Work in accordance with the Contract, in which case, the City may, without further notice to or opportunity for the Company to commence and continue corrective action and without prejudice to other remedies the City may have, correct the Company's failure at the Company's expense by exercising the right to perform and carry out the work including the use of the City's work forces, to award separate contracts, to supplement the Company's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract, and any other means the City deems appropriate.

d) The City reserves the right at any time to contract and perform other or additional work on or near the Work covered by the Contract. When separate contracts are let within the limits of any one project, each contractor shall conduct the work so as not to interfere with or hinder the progress or completion of the work being performed by the other contractors. Contractors working at the same project location shall cooperate with each other as directed by the City.

e) Each contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other contractors working within the limits of the same Project.

f) The Company shall arrange his 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. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

20) RECORD DOCUMENTS

a) Maintain the following documents, which constitute the Contract, at the jobsite during installation.

i) Maps – City shall provide an electronic file of the approved set of street light maps for use as the Progress Record Document drawings prior to starting Work.

(1) The Company will use the approved street light location maps as deferred submittals.

(2) Legibly mark each sheet to record actual work including:

(a) Field changes of dimension and detail.

(b) Details not included in the Contract.

(3) Technical Specifications. Legibly mark and record at each product section a description of actual products installed, including the following:

(a) Manufacturer's name, product model and number.

(4) Changes made by Addenda and modifications.

(5) Change Orders and other Modifications to the Contract.

(6) Reviewed Shop Drawings, Product Data, and Samples.

(7) Manufacturer's instruction for assembly, installation, and adjusting.

Nevada Small Business
Development Center

Business Environmental Program
Hazardous Waste Fact Sheet

Universal Waste Lamps

The United States Environmental Protection Agency (EPA) in an effort to ease management of common wastes developed the Universal Waste Rules. These rules cover batteries, recalled pesticides, thermostats, and as of January 2000, hazardous waste lamps (lamps). Lamps may be hazardous due to high levels of mercury, other heavy metals, and leaded glass which may contaminate landfills. **Small and large quantity generators must manage hazardous waste lamps either as a hazardous waste, or under the universal waste rules.** The universal waste rules are designed to be business friendly, and easily implemented. Universal wastes are not manifested, do not count toward generator status and the storage and record keeping requirements are more relaxed.

There are two levels of regulation regarding universal waste:

Small Quantity Handler of Universal Waste (SQHUW) is defined as any business (handler) which *does not* accumulate more than 5,000 kilograms (11,000 pounds) at anytime.

Large Quantity Handler of Universal Waste (LQHUW) is defined as any business (handler) which accumulates *more than* 5,000 kilograms (11,000 pounds) at anytime.

This fact sheet addresses the requirements for SQHUW. Requirements are different for large LQHUW. If you feel your business may be a LQHUW, please contact the Business Environmental Program (BEP) for additional guidance (800) 882-3233 or (702) 866-5927.

Conditionally Exempt Small Quantity Generators are facilities which accumulate less than 100 kilograms (220 pounds) of all hazardous wastes in any month. These facilities have the options of managing waste lamps under this rule or under the CESQG exemption in 40 CFR 261.5. NDEP and BEP encourage these generators to participate voluntarily in collection and recycling programs to ship these waste lamps to collection centers for recycling or proper treatment and disposal.

Can I use a Bulb Crusher for my Fluorescent Lamps?

Bulb crushing is considered treatment under RCRA and is not a management option for handlers of Universal Waste. Crushed tubes or lamps may not be managed as a Universal Waste. A business that uses a bulb crusher must follow applicable hazardous waste generator rules found in 40 CFR 262, and 268 and Nevada Administrative Code 444.8671. Because the Land Disposal Restrictions (40CFR 268) impose the restriction requirements to the waste at the point of generation, these regulations are determined by the hazardous characteristics of the fluorescent tubes before they enter the bulb crusher unit. This means that you cannot make a waste determination by conducting an analysis of the crushed bulbs in the unit, you must determine whether the bulbs you intend to put into the crusher are hazardous waste. This requires a special testing protocol that is typically conducted by the manufacturer of the florescent tubes and documented in the MSDS. Unless a facility is able to document that each bulb or tube placed in the bulb crusher is not hazardous for Mercury or other metals, the crushed bulbs are required to be managed as hazardous waste. The crushed bulbs would then be counted in the generator's monthly quantity determination to determine the business' generator status. A generator of hazardous waste is obligated to minimize the release of the mercury found in the lamps and the bulb crusher must be a closed container, so a control device is required on all crushers to prevent emissions.

BEP Toll-Free Assistance Line (800) 882-3233 (In Nevada) or (775) 689-6688
BEP Las Vegas (702) 866-5962

This fact sheet was developed by the Business Environmental Program of the Nevada Small Business Development Center with funding provided by the Nevada Division of Environmental Protection.

How do I Manage the "Green" Fluorescent Lamps?

Newer "green" lamps that do not fail the hazardous waste toxicity test for mercury are available from several manufacturers. But, the bottom line is that all fluorescent lamps contain some type of mercury. Please check the manufacturer's literature and with your disposal facility to ensure that these lamps may be safely managed as non-hazardous solid waste. Although these lamps may pass the hazardous waste test, they nevertheless contain mercury, so remember to manage these lamps properly. Like hazardous and universal waste lamps, these lamps may also be sent off to lamp processor/recyclers.

Can household owners dispose of fluorescent lamps in the trash?

Mercury-containing waste lamps are also generated by households, **which are not regulated under RCRA.** Households are allowed to dispose of lamps in the trash. However, NDEP highly encourages residents to take these lamps to collection centers, if available.

What types of lamps are considered universal wastes?

EPA defines "lamp" or "universal waste lamp" as "the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum." Examples of lamps include, but are not limited to, fluorescent tubes, compact fluorescent lamps (CFL), high intensity discharge, neon, mercury vapor, high-pressure sodium, and metal halide lamps.

Management of universal waste lamps

Storage and Accumulation Time

Universal waste lamps should be re-packaged in the original container they were received in, or sturdy containers designed to prevent breakage or leakage during foreseeable conditions. DO NOT CRUSH HAZARDOUS WASTE LAMPS IF YOU INTEND TO HANDLE THEM AS UNIVERSAL WASTES. Intentionally crushing lamps is considered treatment, and crushed lamps must be handled as hazardous waste. In the event a lamp is unintentionally broken, the debris must be placed into a suitable container. Universal Waste Handlers may or may not take unintentionally broken lamps as a universal waste. If a lamp that has been unintentionally broken requires disposal then it should be managed as a hazardous waste unless the generator has documentation from the manufacturer that the lamp is non-hazardous.

Lamps may not be stored on-site for longer than one year unless the handler (generator) can demonstrate to the EPA that more time is necessary to recycle the waste. Businesses accumulating universal wastes need to be able to demonstrate the length of time the universal waste has accumulated on-site. This can be accomplished by marking the initial date of accumulation on the container, using an inventory system, or placing the universal waste in a segregated storage area.

Transportation

Universal waste lamps may be shipped under a bill of lading. Manifesting is not required unless the shipment goes through a state where the universal waste is considered a hazardous waste.

Universal waste may be shipped to:

- Another universal waste handler, or
- Destination facility (state approved recycling facility or a licensed Treatment, Storage or Disposal Facility [TSDF]).

Recordkeeping

SQHUW are not required to keep records of universal waste shipments. However, BEP recommends business accumulating and shipping universal waste maintain documents supporting their practices.

Training

Employees who handle or manage universal waste must be trained regarding the handling and emergency procedures appropriate to the universal waste accumulated on-site.

Note: Conditionally Exempt Small Quantity Generators (CESQG) are not bound by federal law to manage their spent lamps under the universal waste rules. Both NDEP and BEP strongly advocate the proper recycling of these wastes.

Companies Accepting Universal Waste Lamps

Sources of Low Mercury Florescent Tubes

Note: These are companies BEP is aware of that accepts universal waste lamps or sells low mercury tubes in Nevada. Other companies may also accept lamps or sell low mercury lighting.

For more information regarding universal waste, visit http://www.epa.gov/epaoswer/hazwaste/id/univwast.htm

Northern Nevada

Safety-Kleen Sparks, NV (775) 331-4477	Superior Services Inc (800) 556-LAMP	Philip Services Fernley, NV (775) 575-2760	Universal Environmental Sparks, NV (775) 331-2455

Southern Nevada

Safety-Kleen N. Las Vegas, NV (702) 633-4282	Superior Services Inc (800) 556-LAMP	Philip Services Fernley, NV (775) 575-2760	Pest West Environmental Las Vegas NV Toll Free 1-866-476-7378 or 954-410-5869 Fax Request for Boxes: 1-866-347-8372

Web Resources for Universal Waste Lamps

Northern Nevada

Phillips Ray Carvalho (702) 838-5466	General Electric Mark Laffin (916) 922-1903	Sylvania Royal Wholesale Electric Sparks, NV Don Atwood (775) 359-8330	Grainger (775) 331-7504 (800) 846-7366 Sparks, NV

Southern Nevada

Phillips Ray Carvalho (702) 838-5466	General Electric John Spadora (702) 396-9090	Sylvania Don Ziemski Las Vegas, NV (800) 795-8264 x1222	Grainger (702) 385-6833 Las Vegas, NV

ATTACHMENT 5 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity** **Crescent Electric**	**Block 2** **Description** **Subject Matter of Contract/**
Name	**Streetlight Fixture Evaluation & Testing**
Address	
Telephone	
EIN or DUNS	**RFP# 100240-TF**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

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.			
2.			
3.			
4.			
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: ____________

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.

____
Name

____
Date

Subscribed and sworn to before me this ____________day of

____________________, 20__

____
Notary Public