



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** July 23, 2026

RE: *Approval of the Amendment to the contract between the Southern Nevada Health District and Korte Construction Company.*

PETITION #01-27

That the Southern Nevada District Board of Health *approves the Amendment to the contract between the Southern Nevada Health District and Korte Construction Company for completing utility components of the new BSL3 building of our public health laboratory located at 700 S Martin Luther King Blvd.*

PETITIONERS:

Cassius Lockett, PhD, District Health Officer
Bob Kingston, Chief Facilities Officer

Handwritten signatures of Cassius Lockett and Bob Kingston in blue ink.

DISCUSSION:

Korte Construction Company is completing site and civil work for the new BSL3 building of our public health laboratory located at 700 S Martin Luther King Blvd. This amendment is to increase the contract in the amount of \$182,866.29. This amendment also extends the contract term through August 31, 2026.

FUNDING:

The Southern Nevada Health District will be using capital funds for this amendment.



**AMENDMENT A05
CONSTRUCTION AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
KORTE CONSTRUCTION COMPANY
DOING BUSINESS AS
THE KORTE COMPANY
C2500073**

THIS AMENDMENT A05 IS MADE WITH REFERENCE TO CONSTRUCTION AGREEMENT C2500073 ("Agreement"), Effective Date July 21, 2025, and as amended on July 24, 2025, October 22, 2025, February 20, 2026, and March 26, 2026, by and between the Southern Nevada Health District ("Owner"), a political subdivision of the State of Nevada and Korte Construction Company, doing business as The Korte Company ("Contractor") (individually "Party" and collectively "Parties") for Public Works Project PWP-CL-2025-093, Construction Services for Owner's BSL-3 Civil and Site Improvements Project ("Project"), located at 700 S. Martin L. King Blvd, Las Vegas, Nevada 89106 ("Site").

WHEREAS, the Parties mutually desire to amend the Agreement to incorporate Project Change Orders #06, #07 and #08, and to extend the term of the Agreement;

NOW THEREFORE, pursuant to Subsection 24.01 of the Agreement, the Parties agree to amend the Agreement as follows:

- 1) Subsection 1.03 (j) is hereby deleted in its entirety and replaced with the following:
 - (j) Attachment F-A05, Change Orders
- 2) The first paragraph of Section 4, Term and Termination, is hereby deleted in its entirety and replaced with the following:
 4. TERM AND TERMINATION. Contractor shall commence the Work on July 21, 2025 and shall complete the Work on or before August 31, 2026 unless this duration is modified as provided in the Contract Documents. Time is of the essence in the performance and completion of this Agreement.
- 3) Subsection 8.01 (a) is increased by \$182,866.29 using Health District's FY2026 Capital Funds, from \$1,567,377.23 funded by special revenue (amount adjusted by -\$0.45 to correct a typographical error in Amendment A04), to a total of \$1,750,243.52. Subsection 8.01(a) is hereby deleted in its entirety and replaced with the following:
 - (a) The Contract Sum is \$1,750,243.52, and includes all items and services necessary for the proper execution and completion of the Services.

- 4) Attachment F-A04, Change Orders, is hereby deleted in its entirety and replaced with F-A05, which is attached hereto and expressly incorporated by reference herein.

This Amendment A05 is effective as of July 25, 2026.

Except as expressly provided in this Amendment A05, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A05 to Agreement C2500073.

SOUTHERN NEVADA HEALTH DISTRICT

**KORTE CONSTRUCTION COMPANY
DOING BUSINESS AS
THE KORTE COMPANY**

By: _____
Cassius Lockett, PhD
District Health Officer

By: _____
Brent Korte
President

Date: _____

Date: _____

APPROVED AS TO FORM:

**This document is approved as to
form. Signatures to be affixed after
approval by Southern Nevada
District Board of Health**

By: _____
Edward Wynder, Esq.
Associate General Counsel
Southern Nevada Health District

PCO #8



PCO #008

The Korte Company
12441 US Highway 40
Highland, Illinois 62249
Phone: (618) 654-8611

Project: 91081 - Southern Nevada Health District Offsite Utilities
700 MLK Blvd
Las Vegas, Nevada

DRAFT

Prime Contract Potential Change Order #008: #6: Encased Waterline Support

TO:	Southern Nevada Health District 280 South Decatur BLVD Las Vegas , Nevada 89107	FROM:	The Korte Company 12441 US Highway 40 Highland, Illinois 62249
PCO NUMBER/REVISION:	008 / 0	DATE CREATED:	5/28/2026
STATUS:	Draft	SCHEDULE IMPACT:	
CONTRACT:	91081- - Southern Nevada Health District BSL-3 Civil and Site Improvement	TOTAL AMOUNT:	\$62,869.62
PRIME CONTRACT CHANGE ORDER:	None		

POTENTIAL CHANGE ORDER TITLE: #6: Encased Waterline Support

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #009 - #6: Encased Waterline Support

ATTACHMENTS:

[RFC_010 - Offsite Rev 1 5-12-26_.pdf](#)

#	Budget Code	Description	Amount
1	331400-00999.Sub National Pipeline.Subcontract	001	\$58,244.98
Subtotal:			\$58,244.98
Computer Software Licensing (0.38% Applies to All Line Items):			\$221.33
Certified Payroll Software (0.02% Applies to All Line Items):			\$11.65
Performance Bond (0.23% Applies to All Line Items):			\$133.96
Subcontractor Default Insurance (1.25% Applies to All Line Items):			\$728.06
Liability Insurance (0.92% Applies to All Line Items):			\$535.85
Fee (5.00% Applies to All Line Items):			\$2,993.79
Grand Total:			\$62,869.62

Southern Nevada Health District
280 South Decatur BLVD
Las Vegas , Nevada 89107

The Korte Company
12441 US Highway 40
Highland, Illinois 62249

SIGNATURE

DATE

SIGNATURE

DATE

TITLE

TITLE

The Korte Company



Underground Utilities Contractor
656 Eastgate Rd, Henderson, Nevada 89011
Phone 702-361-8020 • Fax 702-361-4539

RFC_010 - Offsite Water Revision 5/12/26

Date of Proposal: 5/22/2026 ATTN: ason

Proposal No:

Customer Name/Address ("Customer"): Phone: The Korte Company
("Customer"): Fax:

Project Name/Address ("Project"): Biosafety Level 3 Lab

Owner Name/Address ("Owner"):

Customer's Surety's Name/Address ("Surety"):

Architect Name/Address ("Architect"):

Engineer's Name/Address ("Engineer"):

Plans/Drawings Sheets ("Plans"): Civil

Specification Sections ("Specifications"): ev 1 approved

Bid Amount: \$58,244.98

FOR THE BID AMOUNT SET FORTH ABOVE, NATIONAL PIPELINE CONTRACTORS, LLC. ("National Pipeline Contractors") PROPOSES, subject to the inclusions and exclusions identified herein and the Terms and Conditions attached hereto (which are hereby incorporated by reference as though fully set forth herein), to furnish the following identified labor, materials, equipment and/or services for the Project (the "Work"):

**MATERIAL PRICING AND AVAILABILITY SUBJECT TO CHANGE
DUE TO THE RAW MATERIAL MARKET**

Line No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Offsite Water Changes	Excludes adding restraints crossing MLK, TBD			
	<i>Laterals</i>				
1	8" DIP	20	LF	\$75.24	\$1,504.80
2	6" DIP	20	LF	\$28.56	\$571.20
3	Restraints	6	EA	\$457.65	\$2,745.90
	<i>Lowering & Restrained section</i>				
4	8" DIP	44	LF	\$75.27	\$3,311.96
5	8" 45 Bends w/ Restraints	4	EA	\$489.33	\$1,957.32
6	Restraints	4	EA	\$457.65	\$1,830.60
7	Labor x2	112	HR	\$92.65	\$10,376.80
8	Foreman	56	HR	\$95.65	\$5,356.40
9	Backhoe Operated	56	HR	\$185.95	\$10,413.20
10	Sawcut, Plates, Shores Temp AC	1	LS	\$2,564.00	\$2,564.00
11	Concrete	7	CY	\$189.35	\$1,325.45
12	Type II	25	TN	\$18.65	\$466.25
13	Traffic Control	7	DY	\$475.00	\$3,325.00
14	Plates & Shores Pending Revision	58	DY	\$215.45	\$12,496.10
	3/26-5/22			TOTAL	\$58,244.98

INCLUSIONS: The Work shall include the following:

*All taxes included
Furnished & Installed
Non-union*

*Hydro-static testing and flush water lines
IMPORTED backfill material (Type II or Select) in pipe zone
only
Temporary "cold mix" patch in paved area
Traffic Control As Needed in our work zone only*

Dust Control our work area with our water truck

PROPOSAL/CONTRACT SUBMITTED BY:

NATIONAL PIPELINE CONTRACTORS, LLC.

Brittney Pittsenbarger

Authorized Signature
Project Manager

Note: Unless otherwise extended in writing, this
Proposal/Contract shall become void if not accepted
within 10 days from date herein.

EXCLUSIONS: The Work shall not include the following:

*ALL FEES including connection fees
ALL engineering, surveying and/or staking
ROCK, WATER, CALICHE, or ANY UNDIGGABLE MATERIAL
that cannot be excavated with standard Backhoe
Relocation of new or existing utilities due to conflicting
alignments or elevations
SCREENING of native material for Backfill
Health sample to be done on the Domestic water line
CONSTRUCTION WATER
IMPORTED backfill material, other than in the PIPE ZONE
HAUL OFF of SPOILS from excavation or rock removal
Laboratory Testing of Native Material for Backfill
Landscaping removal or replacement
Striping of paving area, button replacement, traffic loops, slurry
seal
Fire Hydrant Flow Tests
Sidewalk removal
Offsite Permits*

*Permanent "Hot Patch" asphalt or concrete paving or patching
Sidewalk removal and replacement
Asphalt rotomill and "open grade" paving
Adjustment/Rerouting of existing utilities*

*Dust Control other than our work area with our water truck
Repair of new installations damaged by other contractors
Confined Space gas detectors and equipment
Extra costs for steel road plates and barricades due to
engineering problems and delays
Removal of contaminated material or asbestos concrete pipe
from jobsite
Overtime or night inspection fees
Slurry Concrete for backfill for top 2' in pavement area
Weekend or Holiday work
Work in excess of 8 hours per day, including travel time
Extra equipment required due to unknown conditions not
indicated on geotechnical report
Remove or abandon water wells
Stop work due to endangered species
Damages to acts of God or damages from fire
Extra equipment move- in costs*

ACCEPTANCE OF PROPOSAL/CONTRACT: The labor, materials,
services and/or equipment to be provided for the above Bid Amount
and the Terms and Conditions incorporated herein are satisfactory
and are hereby accepted. You are hereby authorized to furnish the
labor, materials, services and/or equipment specified herein.

Customer signature

Print Name and Title

Date of Acceptance

All Terms and Conditions set forth herein are incorporated into the Proposal/Contract (hereinafter "Agreement" or "Proposal/Contract"), as though fully set forth in the body of the Proposal/Contract.

- 1 The labor, materials, equipment and/or services that National Pipeline Contractors, LLC. ("National Pipeline Contractors") will furnish for the Bid Amount is limited to the line-items of work, materials equipment and/or services and the inclusions, exclusions and clarifications identified in the Proposal/Contract (collectively the "Work"). Unless otherwise expressly stated in the Proposal/Contract, National Pipeline Contractors is not responsible for any shop drawings, engineering or design with respect to the Work.
- 2 The Plans and Specifications to which the Work shall be furnished and comply are those drawing sheets and specification sections identified in the Proposal/Contract and no others (collectively referred to herein as the "Proposal Documents"). National Pipeline Contractors makes no representation or warranty as to the accuracy, sufficiency or compliance of the Proposal Documents, or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to National Pipeline Contractors by the Customer, nor the compliance of any of the same with applicable laws, ordinances, rules, regulations and building codes. Furthermore, National Pipeline Contractors makes no representations as to any additional costs the Customer, the Owner or any higher-tiered Contractor may incur as the result of any known or unknown conditions, or defective or incomplete Proposal Documents. National Pipeline Contractors shall be entitled to reasonable compensation if an ambiguity or discrepancy exists in any the Proposal Documents that causes it to incur additional costs. If National Pipeline Contractors learns of any of ambiguity or discrepancy in or with respect to the Proposal Documents, it will use its best efforts to notify Customer of the same within 5 business days. However, National Pipeline Contractors shall not be responsible for any additional costs Customer may incur as a result of its failure to give such notice.
- 3 Other than the Proposal/Contract requirements, National Pipeline Contractors shall not be bound by nor does National Pipeline Contractors accept any of the duties, liabilities, obligations, responsibilities, warranties and/or guarantees Customer has agreed to undertake by way of any higher-tiered contract agreements entered into by Customer and any higher-tiered subcontractor, the prime contractor or the owner, or the requirements of any general or special conditions or any other documents that may be incorporated therein.
- 4 The performance of the Work shall be to industry standards and applicable building codes as they may apply to National Pipeline Contractors' specific trade and shall be evaluated by the Customer, any higher-tiered contractor, and the owner and any trier-of-fact on a "reasonableness standard." National Pipeline Contractors shall not be responsible for violations of applicable laws, statutes, regulations, rules, ordinances and building codes when such violations result from its construction in accordance with the requirements of the Proposal/Contract and/or the Proposal Documents.
- 5 With the exception of any manufacturer's warranty which may be applicable to any equipment National Pipeline Contractors may install, and regardless of any statutory or contractual obligation to the contrary, National Pipeline Contractors shall only guaranty and warranty its Work for a period of one (1) year from the date ("Warranty Period"): (i) its Work is substantially completed; or (ii) the owner takes beneficial occupancy of or begins to use all or a portion of the Project; whichever occurs first. National Pipeline Contractors shall only repair or replace at its cost, work of other trades in, on or about the Project that it has damaged or its Work which proves to be defective. National Pipeline Contractors shall not repair or replace its Work if damaged by others, or others' work if defective or damaged by others, unless it is paid for performing such work. While National Pipeline Contractors shall use its best efforts to notify Customer of work or materials of any preceding trade that National Pipeline Contractors believes is defective or incorrectly performed, National Pipeline Contractors shall not be responsible for the costs associated with repairing or correcting such work or materials.
- 6 All acceptances, requests, decisions, directives, interpretations, rulings, directions, approvals, condemnations, disapprovals, determinations, requirements, actions, omissions, judgments and discretion of the Customer, any higher-tiered contractor, the owner, the engineer, the architect and any of their respective employees and/or agents to be exercised under or with respect to the Proposal/Contract or the Work, shall be made under a "reasonableness standard."
- 7 Customer expressly understands and agrees that its assistance and cooperation is essential to National Pipeline Contractors' successful and timely completion of the Work. Customer and its agents shall be available upon twenty-four (24) hours notice to answer and give approval of any issues or questions that may arise during National Pipeline Contractors' performance of the Work. Should Customer be unavailable, the time fixed for completion of the Work shall be extended for a period equivalent to the time lost as the result of Customer's delay.
- 8 National Pipeline Contractors' Work shall be performed Monday through Friday in a single eight-hour daylight shift (holidays excluded), unless compensation for over-time is paid.
- 9 National Pipeline Contractors shall have the right to subcontract portions of its Work to lower-tiered subcontractors. If Customer or any higher-tiered contractor or the Owner object to any subcontractor or supplier upon whose price National Pipeline Contractors may have relied in bidding its Work, Customer agrees to pay the reasonable increases and costs National Pipeline Contractors may incur in obtaining a replacement subcontractor or supplier.
- 10 Customer agrees that it will not assert any credit, offset, backcharge or any other deduction (collectively, "backcharge") against National Pipeline Contractors, unless: (i) it has given National Pipeline Contractors a 3 business day written notice to cure the issue which is the subject of the backcharge; (ii) the issue which is the subject of the backcharge is a result of National Pipeline Contractors' acts or omissions and directly relates to National Pipeline Contractors' Work; and (iii) National Pipeline Contractors fails to begin to cure or correct the issue which is the subject of the backcharge within the 3 business days. Notwithstanding the foregoing, if National Pipeline Contractors begins to cure the issue which is the subject of the backcharge within the 3 business days, yet the issue is not one which can be completed or cured within such a time period, National Pipeline Contractors shall be given a reasonable amount of time to complete the cure of the issue. Any backcharge to be assessed against National Pipeline Contractors shall be the Customer's actual out-of-pocket costs only, without any assessment for profit and overhead.

- 11 Bid Amount is based on a progress payment schedule, schedule of values, retention reduction terms and schedule to be agreed upon and subject to National Pipeline Contractors' written approval.
- 12 Customer agrees to pay National Pipeline Contractors progress payments in the amount of ninety percent (90%) [with ten percent (10%) to be held as retention] of that portion of the value of the Work furnished that is the subject of a given progress bill or payment application within the earlier of: (i) thirty (30) calendar days after National Pipeline Contractors submits a progress bill or payment application; or (ii) ten (10) calendar days after the date Customer receives payment for such Work from any higher-tiered contractor or the owner. In the event National Pipeline Contractors is not paid the amount of a progress bill or payment application within the required time period, National Pipeline Contractors shall be entitled to: (i) stop its Work on the forty-fifth (45th) calendar day, without giving further notice, and neither National Pipeline Contractors nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer, any higher-tiered contractor and/or the owner may suffer as a result of the stopping of work; and (ii) immediately seek payment from Customer and Customer's Surety.
- 13 Customer agrees to pay National Pipeline Contractors its final payment within thirty (30) calendar days of the date National Pipeline Contractors' Work is substantially completed, regardless of Customer's receipt of final payment from any higher-tiered contractor or the owner.
- 14 While Customer may make reasonable changes, modifications or alterations (collectively "change" or "changes") to the Work, such changes shall be limited to those National Pipeline Contractors could have reasonably contemplated at the time it submitted this Proposal/Contract and which directly relate to its Work. National Pipeline Contractors shall be entitled to give Customer notice of any change to its Work within a reasonable amount of time after discovery of the same or after the event giving rise to the change occurred. If Customer independently has knowledge of the change, no such notice is required. Regardless of Customer's receipt or non-receipt of payment from any higher-tiered contractor and/or the owner for any such change, National Pipeline Contractors shall be entitled to an adjustment in: (i) the Bid Amount (if it will incur additional costs as a result of such change); and (2) its time for performance (if its time for performance will be increased in any way). National Pipeline Contractors shall be entitled to bill for change work upon furnishing the same and the Customer shall pay for all such change work within thirty (30) days of its receipt of National Pipeline Contractors' invoice for such Work.
- 15 All waivers and releases to be provided by National Pipeline Contractors for progress or final payment shall be limited to the amount it is actually paid pursuant to any particular progress or final bill or payment application, and shall be conditioned on the check clearing the bank upon which it is drawn and National Pipeline Contractors shall only provide Customer with an unconditional waiver and release after the check has been negotiated and cleared the bank.
- 16 In the event National Pipeline Contractors is not paid for any portion of its Work or the damages it may incur, it shall be entitled to pursue all statutory, common law and/or contractual rights it may possess.
- 17 National Pipeline Contractors will pay its subcontractors and suppliers within ten (10) days of its receipt of payment from the Customer for work or materials furnished by them, unless a statutory or contractual right to withhold payment from such subcontractors and suppliers exists. Customer does not have the right to directly pay National Pipeline Contractors' subcontractors and/or suppliers.
- 18 In the event a payment or performance bond is required for National Pipeline Contractors' Work, Customer shall pay the premium cost of such bonds.
- 19 Customer shall not have the right to offset or backcharge among subcontracts to which National Pipeline Contractors and Customer may both be parties.
- 20 National Pipeline Contractors will start its Work within 5 days of the last of the following to occur: (i) the date National Pipeline Contractors receives Customer's signed counterpart of the Proposal/Contract (without objection, modification or changes having been made to the same or to this Terms and Conditions sheet); or (ii) the date the agreed-to schedule for performance of the Work, requires National Pipeline Contractors to commence its operations.
- 21 If National Pipeline Contractors' Work is delayed, disrupted and/or accelerated as a result of events and/or occurrences outside National Pipeline Contractors' control that cause it to incur additional cost or expense in performing the Work (for, among other things, but not limited to: overtime, weekend, or shift work), National Pipeline Contractors shall be entitled to an adjustment in the time for performance equivalent to the time lost, as well as reimbursement for the additional costs or expenses incurred.
- 22 National Pipeline Contractors shall not be liable for delay related damages that Customer might incur, unless National Pipeline Contractors has delayed the Schedule and is found by a trier-of fact to not be entitled to an extension of time.
- 23 National Pipeline Contractors will provide the following insurance coverages and policy limits: (1) Commercial general liability-- \$1,000,000 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability-- \$1,000,000 combined single limit each occurrence; (3) Umbrella or excess liability-- \$1,000,000 each occurrence and \$2,000,000 aggregate; (4) Workers compensation-- the statutory minimum. The commercial general liability coverage to be provided by National Pipeline Contractors shall apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of National Pipeline Contractors and/or its lower-tiered subcontractors and suppliers. In the event an additional insured endorsement is required, such additional insured coverage shall be limited to Customer, and no other person or entity, and shall be provided on an ISO CG 2009 additional insured form or its equivalent.
- 24 National Pipeline Contractors will indemnify Customer for the Warranty Period from claims for bodily injury and/or damage to the property of others that are caused as a result of its negligence in performing its Work. National Pipeline Contractors will not indemnify others, nor will it indemnify Customer as a result of Customer's own negligent acts or omissions, or that of Customer's employees, agents, other trades or third parties. National Pipeline Contractors' indemnification obligation is expressly limited to the

amount of insurance proceeds that Customer may recover under or with respect to the insurance coverages and policies that National Pipeline Contractors has agreed to provide.

- 25 Customer agrees to indemnify and hold National Pipeline Contractors and its subcontractors and suppliers harmless from claims, costs, suits, judgments, expenses, attorneys' fees and other professional fees, on account of any damages caused in whole or in part, and which arise out of the respective acts or omissions of Customer and its consultants, agents or employees.
- 26 If Customer fails to perform any of its obligations hereunder, including, but not limited to the timely payment of progress payments, National Pipeline Contractors shall have the right to give Customer written notice thereof, stating the nature of the default. If Customer does not cure such default within five (5) business days after receipt of such notice, National Pipeline Contractors shall have the right to terminate the Proposal/Contract by giving Customer written notice thereof. National Pipeline Contractors shall then submit a final termination settlement invoice reflecting the actual cost of Work furnished, including any acceleration, delay or disruption costs related thereto, plus fifteen percent (15%) markup for National Pipeline Contractors' overhead and profit, and Customer shall pay such final termination invoice within ten (10) days of its receipt.
- 27 If a dispute arises between the parties to this Agreement, the dispute shall be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in Las Vegas, Nevada and in accordance with its Construction Industry Arbitration Rules or to litigation at National Pipeline Contractors' election, and judgment on the award rendered by the Arbitrator(s) may be confirmed by any court having jurisdiction thereof. In the event Customer defaults in the performance of any of the Terms and Conditions herein and National Pipeline Contractors places this Agreement in the hands of attorneys for enforcement of all or any part of this Proposal/Contract, National Pipeline Contractors shall be entitled to its reasonable attorney's fees incurred for the services of such attorney, whether or not suit or arbitration is actually filed. Customer shall be finally and conclusively bound by the final decision reached in any Arbitration proceeding. The laws of the State of Nevada shall govern the terms and conditions of this Agreement. National Pipeline Contractors shall not be bound by decisions and/or judgments rendered in proceedings to which it was not a party, nor will National Pipeline Contractors pay the attorneys fees and costs that Customer incurs to pursue the collection of monies that may be owed to National Pipeline Contractors from any higher-tiered contractor or owner. National Pipeline Contractors further does not agree to consolidate any arbitration that may take place between Customer and National Pipeline Contractors with arbitrations between Customer and other parties, nor does National Pipeline Contractors agree to the joinder of any third parties into any arbitration between National Pipeline Contractors and Customer.
- 28 The Proposal/Contract and the Terms and Conditions constitute the entire agreement between the parties. All negotiations, modifications and agreements prior to the date hereof are merged into this Proposal/Contract and are superseded hereby.
- 29 National Pipeline Contractors reserves the right to assign the Proposal/Contract, to withdraw the Proposal/Contract for any reason, to not provide a payment or performance bond, and to refuse to execute a contract with Customer.

Schedule of Time and Material Rates for Equipment and Labor

For Prevailing wage add \$28.00 per man hour

	Rate		Per
Vac Truck	As Billed		Hour
100K -110K LB Cat 345 Size Excavator Operated 4 Hour Minimum	\$293.00		Hour
100K -110K LB Cat 345 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$439.50		Hour
100K -110K LB Cat 345 Size Excavator w/ 7500LB Hoe Ram Operated 4 Hour Minimum	\$495.00		Hour
45K-60K LB Cat 325 Size Excavator Operated 4 Hour Minimum	\$218.00		Hour
45K-60K LB Cat 325 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$327.00		Hour
45K-60K LB Cat 325 Size Excavator Operated w/ 5000LB Hoe Ram Operated 4 Hour Minimum	\$395.00		Hour
45K-60K LB Cat 325 Size Excavator Operated w/ Hydraulic Grinder 4 Hour Minimum	\$535.50		Hour
4.5YD Cat 950 Size Front End Loader Operated 4 Hour Minimum	\$163.00		Hour
4.5YD Cat 950 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$244.50		Hour
3YD Cat 938 Size Front End Loader Operated 4 Hour Minimum	\$143.00		Hour
3YD Cat 938 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$214.50		Hour
Cat 420 Size Backhoe w/Hoe-ram 4 Hour Minimum	\$249.00		Hour
Cat 420 Size Backhoe w/Hydraulic Grinder Wheel 4 Hour Minimum	\$395.00		Hour
Cat 420 Size Backhoe Bare 4 Hour Minimum	\$93.00		Hour
Cat 420 Size Backhoe Operated 4 Hour Minimum	\$166.00		Hour
Cat 420 Size Backhoe Operated – Overtime @ 1.5 times the regular rate	\$249.00		Hour
Skid Steer Front End Loader Operated	\$113.00		Hour
Skid Steer Front End Loader Operated - Overtime	\$169.50		Hour
2000 Gallon Water Truck Operated	\$103.00		Hour
Compaction wheel	\$183.00		Day
185 Air Compressor with hoses	\$130.00		Day
Walk Behind Rammer	\$325.00		Day
Water Buffalo	\$105.00		Day
Jack hammer	\$95.00		Day
Jumping Jack Compactor	\$105.00		Day
Gas Powered Cut off saw	\$85.00		Day
Principal– 2 hour minimum	\$175.00		Hour
Principal - Overtime @ 1.5 times	\$262.50		Hour
Superintendent – 2 hour minimum	\$76.00		Hour
Superintendent Overtime @ 1.5 times the regular rate)	\$114.00		Hour

PCO #7



PCO #007

The Korte Company
12441 US Highway 40
Highland, Illinois 62249
Phone: (618) 654-8611

Project: 91081 - Southern Nevada Health District Offsite Utilities
700 MLK Blvd
Las Vegas, Nevada

DRAFT

Prime Contract Potential Change Order #007: Data Line in Footing Over Excavation

TO:	Southern Nevada Health District 280 South Decatur BLVD Las Vegas , Nevada 89107	FROM:	The Korte Company 12441 US Highway 40 Highland, Illinois 62249
PCO NUMBER/REVISION:	007 / 0	DATE CREATED:	5/28/2026
STATUS:	Draft	SCHEDULE IMPACT:	
CONTRACT:	91081- - Southern Nevada Health District BSL-3 Civil and Site Improve	TOTAL AMOUNT:	\$43,496.73
PRIME CONTRACT CHANGE ORDER:	None		

POTENTIAL CHANGE ORDER TITLE: Data Line in Footing Over Excavation

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #010 - Data Line in Footing Over Excavation

Costs include for labor, materials, and equipment to relocate the alignment to avoid the influence zone of the footer. Cox and Century Link

ATTACHMENTS:

[Fw CR-1248642 - Cox Conflict Review Response - Underground cox line in footing.msg](#) , [conflict-and-required-reimbursement-CR.1248642.pdf](#) , [RFC 009 - Vactor due to unmarked existing lines.pdf](#) , [RFC 008 - CenturyLink Relocation.pdf](#) , [FW Existing Utilities not Shown.msg](#) , [SNHD CR.1248642.map.pdf](#)

#	Budget Code	Description	Amount
1	015700-00099.Sub Top Notch.Subcontract		\$2,000.00
2	331400-00999.Sub National Pipeline.Subcontract		\$25,492.79
3	015100-00010.Oth Electrical Consumption.Other	Cox	\$6,906.31
4	015100-00010.Oth Electrical Consumption.Other	Century Link	\$5,898.05
Subtotal:			\$40,297.15
Computer Software Licensing (0.38% Applies to All Line Items):			\$153.13
Certified Payroll Software (0.02% Applies to All Line Items):			\$8.06
Performance Bond (0.23% Applies to All Line Items):			\$92.68
Subcontractor Default Insurance (1.25% Applies to All Line Items):			\$503.71
Liability Insurance (0.92% Applies to All Line Items):			\$370.73
Fee (5.00% Applies to All Line Items):			\$2,071.27
Grand Total:			\$43,496.73

Southern Nevada Health District
280 South Decatur BLVD
Las Vegas , Nevada 89107

The Korte Company
12441 US Highway 40
Highland, Illinois 62249

SIGNATURE

DATE

SIGNATURE

DATE

TITLE

TITLE



4/10/2026
William Quigley
THE KORTE COMPANY
Las Vegas, NV. 89147

To Whom It May Concern,

Reference Number: CR-1248642

Referenced Project: SNHD BSL-3

Response: CONFLICTS IDENTIFIED

The amounts below are an estimate of itemized costs and may not represent the actual amount:

Materials:	\$ 300.00
Labor:	\$ 6606.31
Design/Engineering:	\$ 0
TOTAL PROJECT COST:	\$ 6,906.31

All checks should be made to: **COX Communications**

Send payments and reimbursement letter to:

COX Communications
Attn: CSSS (Construction Support)
11811 E. 51st St.
Tulsa, OK 74146

Cox Communications (Cox) has received and reviewed the 100% design stage plans you submitted for the above-referenced Project. Based on the documentation you submitted, Cox finds one or more conflicts exist between the proposed Project and Cox infrastructure and/or communication facilities (Facilities) within the identified area of Project construction or development.

To remove or minimize conflicts, please allow at least 90 days for Cox to complete this work from the date payment is received and a plan is agreed upon for any Cox Facilities requiring relocation. Prior to relocation, should Project construction activities occur in the immediate vicinity of the conflict(s), it will be your responsibility to conduct potholing and to properly protect Cox's Facilities. Cox requests that a minimum of 12 inches of vertical and horizontal separation from existing Cox Facilities be maintained at all times.

Please note, Cox has made no determination as to the accuracy of the drawings or plans you submitted. You are solely responsible for complying with all utility locate laws (i.e., 811 Locate Services, One Call, etc.) to verify the location of all utilities, including Cox Facilities, which may be in the area of the Project. Throughout the duration of the Project, should Project construction activities occur outside the identified area and near other Cox Facilities, it will be your responsibility to notify Cox and to assure such Cox Facilities are supported, protected or otherwise remain undisturbed.

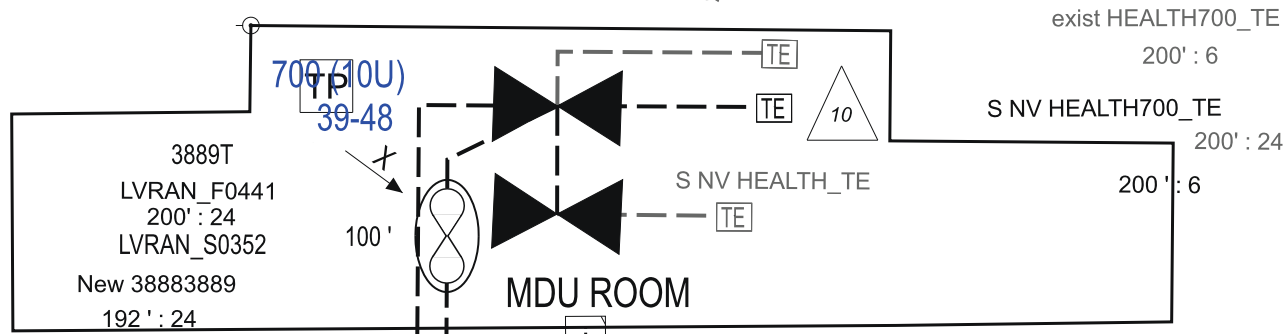
If you have any questions or require additional information, please contact our Corporate Traffic Management center at constructionsupport@cox.com.

Sincerely,

Cox Communications' Construction Engineering Team

LSVRNVQV

SOUTHERN NEVADA HEALTH



Notes:





Underground Utilities Contractor
656 Eastgate Rd, Henderson, Nevada 89011
Phone 702-361-8020 • Fax 702-361-4539

RFC_008 - Centurylink Relocation

Date of Proposal: 4/21/2026 rev 6/11/26 ATTN: Meagan West

Proposal No:

Customer Name/Address ("Customer"): Phone: The Korte Company
("Customer"): Fax:

Project Name/Address ("Project"): Biosafety Level 3 Lab

Owner Name/Address ("Owner"):

Customer's Surety's Name/Address ("Surety"):

Architect Name/Address ("Architect"):

Engineer's Name/Address ("Engineer"):

Plans/Drawings Sheets ("Plans"): Lumen Drawing / COX Coordination

Specification Sections ("Specifications"):

Bid Amount: \$25,492.79

FOR THE BID AMOUNT SET FORTH ABOVE, NATIONAL PIPELINE CONTRACTORS, LLC. ("National Pipeline Contractors") PROPOSES, subject to the inclusions and exclusions identified herein and the Terms and Conditions attached hereto (which are hereby incorporated by reference as though fully set forth herein), to furnish the following identified labor, materials, equipment and/or services for the Project (the "Work"):

MATERIAL PRICING AND AVAILABILITY SUBJECT TO CHANGE DUE TO THE RAW MATERIAL MARKET

Updated to reflect CL Wire pull Date of 6/17/26

COX to handle conduit install for their relocation. NPC to excavate / Backfill only.

Line No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CenturyLink Relocation					
1	Labor x2	24	HR	\$92.65	\$2,223.60
2	Foreman	12	HR	\$95.65	\$1,147.80
3	Backhoe Operated	12	HR	\$185.95	\$2,231.40
4	4" Bends & Conduit	1	LS	\$1,865.00	\$1,865.00
5	Sawcut	1	LS	\$385.00	\$385.00
6	Sand	15	TN	\$19.65	\$294.75
7	Water Barrier Rental	1	LS	\$3,246.00	\$3,246.00
8	Type II	40	TN	\$22.15	\$886.00
9	Haul Off	4	LD	\$450.00	\$1,800.00
10	Cold Mix Asphalt	15	TN	\$185.64	\$2,784.60
				TOTAL	\$16,864.15
COX Relocation					
1	Labor x2	24	HR	\$92.65	\$2,223.60
2	Foreman	12	HR	\$95.65	\$1,147.80
3	Backhoe Operated	12	HR	\$185.95	\$2,231.40
4	Sawcut	1	LS	\$385.00	\$385.00
5	Sand	15	TN	\$19.65	\$294.75
6	Type II	15	TN	\$22.15	\$332.25
7	Haul Off	2	LD	\$450.00	\$900.00
8	Cold Mix Asphalt	6	TN	\$185.64	\$1,113.84
				TOTAL	\$8,628.64

INCLUSIONS: The Work shall include the following:

*All taxes included
Furnished & Installed
Non-union*

*Hydro-static testing and flush water lines
IMPORTED backfill material (Type II or Select) in pipe zone
only
Temporary "cold mix" patch in paved area
Traffic Control As Needed in our work zone only*

Dust Control our work area with our water truck

PROPOSAL/CONTRACT SUBMITTED BY:

NATIONAL PIPELINE CONTRACTORS, LLC.

Brittney Pittsenbarger

Authorized Signature
Project Manager

EXCLUSIONS: The Work shall not include the following:

*ALL FEES including connection fees
ALL engineering, surveying and/or staking
ROCK, WATER, CALICHE, or ANY UNDIGGABLE MATERIAL
that cannot be excavated with standard Backhoe
Relocation of new or existing utilities due to conflicting
alignments or elevations
SCREENING of native material for Backfill
Health sample to be done on the Domestic water line
CONSTRUCTION WATER
IMPORTED backfill material, other than in the PIPE ZONE
HAUL OFF of SPOILS from excavation or rock removal
Laboratory Testing of Native Material for Backfill
Landscaping removal or replacement
Striping of paving area, button replacement, traffic loops, slurry
seal
Fire Hydrant Flow Tests
Sidewalk removal
Offsite Permits*

*Permanent "Hot Patch" asphalt or concrete paving or patching
Sidewalk removal and replacement
Asphalt rotomill and "open grade" paving
Adjustment/Rerouting of existing utilities*

*Dust Control other than our work area with our water truck
Repair of new installations damaged by other contractors
Confined Space gas detectors and equipment
Extra costs for steel road plates and barricades due to
engineering problems and delays
Removal of contaminated material or asbestos concrete pipe
from jobsite
Overtime or night inspection fees
Slurry Concrete for backfill for top 2' in pavement area
Weekend or Holiday work
Work in excess of 8 hours per day, including travel time
Extra equipment required due to unknown conditions not
indicated on geotechnical report
Remove or abandon water wells
Stop work due to endangered species
Damages to acts of God or damages from fire
Extra equipment move- in costs*

ACCEPTANCE OF PROPOSAL/CONTRACT: The labor, materials, services and/or equipment to be provided for the above Bid Amount and the Terms and Conditions incorporated herein are satisfactory and are hereby accepted. You are hereby authorized to furnish the labor, materials, services and/or equipment specified herein.

Customer signature

Note: Unless otherwise extended in writing, this

Print Name and Title

All Terms and Conditions set forth herein are incorporated into the Proposal/Contract (hereinafter "Agreement" or "Proposal/Contract"), as though fully set forth in the body of the Proposal/Contract.

- 1 The labor, materials, equipment and/or services that National Pipeline Contractors, LLC. ("National Pipeline Contractors") will furnish for the Bid Amount is limited to the line-items of work, materials equipment and/or services and the inclusions, exclusions and clarifications identified in the Proposal/Contract (collectively the "Work"). Unless otherwise expressly stated in the Proposal/Contract, National Pipeline Contractors is not responsible for any shop drawings, engineering or design with respect to the Work.
- 2 The Plans and Specifications to which the Work shall be furnished and comply are those drawing sheets and specification sections identified in the Proposal/Contract and no others (collectively referred to herein as the "Proposal Documents"). National Pipeline Contractors makes no representation or warranty as to the accuracy, sufficiency or compliance of the Proposal Documents, or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to National Pipeline Contractors by the Customer, nor the compliance of any of the same with applicable laws, ordinances, rules, regulations and building codes. Furthermore, National Pipeline Contractors makes no representations as to any additional costs the Customer, the Owner or any higher-tiered Contractor may incur as the result of any known or unknown conditions, or defective or incomplete Proposal Documents. National Pipeline Contractors shall be entitled to reasonable compensation if an ambiguity or discrepancy exists in any the Proposal Documents that causes it to incur additional costs. If National Pipeline Contractors learns of any of ambiguity or discrepancy in or with respect to the Proposal Documents, it will use its best efforts to notify Customer of the same within 5 business days. However, National Pipeline Contractors shall not be responsible for any additional costs Customer may incur as a result of its failure to give such notice.
- 3 Other than the Proposal/Contract requirements, National Pipeline Contractors shall not be bound by nor does National Pipeline Contractors accept any of the duties, liabilities, obligations, responsibilities, warranties and/or guarantees Customer has agreed to undertake by way of any higher-tiered contract agreements entered into by Customer and any higher-tiered subcontractor, the prime contractor or the owner, or the requirements of any general or special conditions or any other documents that may be incorporated therein.
- 4 The performance of the Work shall be to industry standards and applicable building codes as they may apply to National Pipeline Contractors' specific trade and shall be evaluated by the Customer, any higher-tiered contractor, and the owner and any trier-of-fact on a "reasonableness standard." National Pipeline Contractors shall not be responsible for violations of applicable laws, statutes, regulations, rules, ordinances and building codes when such violations result from its construction in accordance with the requirements of the Proposal/Contract and/or the Proposal Documents.
- 5 With the exception of any manufacturer's warranty which may be applicable to any equipment National Pipeline Contractors may install, and regardless of any statutory or contractual obligation to the contrary, National Pipeline Contractors shall only guaranty and warranty its Work for a period of one (1) year from the date ("Warranty Period"): (i) its Work is substantially completed; or (ii) the owner takes beneficial occupancy of or begins to use all or a portion of the Project; whichever occurs first. National Pipeline Contractors shall only repair or replace at its cost, work of other trades in, on or about the Project that it has damaged or its Work which proves to be defective. National Pipeline Contractors shall not repair or replace its Work if damaged by others, or others' work if defective or damaged by others, unless it is paid for performing such work. While National Pipeline Contractors shall use its best efforts to notify Customer of work or materials of any preceding trade that National Pipeline Contractors believes is defective or incorrectly performed, National Pipeline Contractors shall not be responsible for the costs associated with repairing or correcting such work or materials.
- 6 All acceptances, requests, decisions, directives, interpretations, rulings, directions, approvals, condemnations, disapprovals, determinations, requirements, actions, omissions, judgments and discretion of the Customer, any higher-tiered contractor, the owner, the engineer, the architect and any of their respective employees and/or agents to be exercised under or with respect to the Proposal/Contract or the Work, shall be made under a "reasonableness standard."
- 7 Customer expressly understands and agrees that its assistance and cooperation is essential to National Pipeline Contractors' successful and timely completion of the Work. Customer and its agents shall be available upon twenty-four (24) hours notice to answer and give approval of any issues or questions that may arise during National Pipeline Contractors' performance of the Work. Should Customer be unavailable, the time fixed for completion of the Work shall be extended for a period equivalent to the time lost as the result of Customer's delay.
- 8 National Pipeline Contractors' Work shall be performed Monday through Friday in a single eight-hour daylight shift (holidays excluded), unless compensation for over-time is paid.
- 9 National Pipeline Contractors shall have the right to subcontract portions of its Work to lower-tiered subcontractors. If Customer or any higher-tiered contractor or the Owner object to any subcontractor or supplier upon whose price National Pipeline Contractors may have relied in bidding its Work, Customer agrees to pay the reasonable increases and costs National Pipeline Contractors may incur in obtaining a replacement subcontractor or supplier.
- 10 Customer agrees that it will not assert any credit, offset, backcharge or any other deduction (collectively, "backcharge") against National Pipeline Contractors, unless: (i) it has given National Pipeline Contractors a 3 business day written notice to cure the issue which is the subject of the backcharge; (ii) the issue which is the subject of the backcharge is a result of National Pipeline Contractors' acts or omissions and directly relates to National Pipeline Contractors' Work; and (iii) National Pipeline Contractors fails to begin to cure or correct the issue which is the subject of the backcharge within the 3 business days. Notwithstanding the foregoing, if National

Pipeline Contractors begins to cure the issue which is the subject of the backcharge within the 3 business days, yet the issue is not one which can be completed or cured within such a time period, National Pipeline Contractors shall be given a reasonable amount of time to complete the cure of the issue. Any backcharge to be assessed against National Pipeline Contractors shall be the Customer's actual out-of-pocket costs only, without any assessment for profit and overhead.

- 11 Bid Amount is based on a progress payment schedule, schedule of values, retention reduction terms and schedule to be agreed upon and subject to National Pipeline Contractors' written approval.
- 12 Customer agrees to pay National Pipeline Contractors progress payments in the amount of ninety percent (90%) [with ten percent (10%) to be held as retention] of that portion of the value of the Work furnished that is the subject of a given progress bill or payment application within the earlier of: (i) thirty (30) calendar days after National Pipeline Contractors submits a progress bill or payment application; or (ii) ten (10) calendar days after the date Customer receives payment for such Work from any higher-tiered contractor or the owner. In the event National Pipeline Contractors is not paid the amount of a progress bill or payment application within the required time period, National Pipeline Contractors shall be entitled to: (i) stop its Work on the forty-fifth (45th) calendar day, without giving further notice, and neither National Pipeline Contractors nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer, any higher-tiered contractor and/or the owner may suffer as a result of the stopping of work; and (ii) immediately seek payment from Customer and Customer's Surety.
- 13 Customer agrees to pay National Pipeline Contractors its final payment within thirty (30) calendar days of the date National Pipeline Contractors' Work is substantially completed, regardless of Customer's receipt of final payment from any higher-tiered contractor or the owner.
- 14 While Customer may make reasonable changes, modifications or alterations (collectively "change" or "changes") to the Work, such changes shall be limited to those National Pipeline Contractors could have reasonably contemplated at the time it submitted this Proposal/Contract and which directly relate to its Work. National Pipeline Contractors shall be entitled to give Customer notice of any change to its Work within a reasonable amount of time after discovery of the same or after the event giving rise to the change occurred. If Customer independently has knowledge of the change, no such notice is required. Regardless of Customer's receipt or non-receipt of payment from any higher-tiered contractor and/or the owner for any such change, National Pipeline Contractors shall be entitled to an adjustment in: (i) the Bid Amount (if it will incur additional costs as a result of such change); and (2) its time for performance (if its time for performance will be increased in any way). National Pipeline Contractors shall be entitled to bill for change work upon furnishing the same and the Customer shall pay for all such change work within thirty (30) days of its receipt of National Pipeline Contractors' invoice for such Work.
- 15 All waivers and releases to be provided by National Pipeline Contractors for progress or final payment shall be limited to the amount it is actually paid pursuant to any particular progress or final bill or payment application, and shall be conditioned on the check clearing the bank upon which it is drawn and National Pipeline Contractors shall only provide Customer with an unconditional waiver and release after the check has been negotiated and cleared the bank.
- 16 In the event National Pipeline Contractors is not paid for any portion of its Work or the damages it may incur, it shall be entitled to pursue all statutory, common law and/or contractual rights it may possess
- 17 National Pipeline Contractors will pay its subcontractors and suppliers within ten (10) days of its receipt of payment from the Customer for work or materials furnished by them, unless a statutory or contractual right to withhold payment from such subcontractors and suppliers exists. Customer does not have the right to directly pay National Pipeline Contractors' subcontractors and/or suppliers.
- 18 In the event a payment or performance bond is required for National Pipeline Contractors' Work, Customer shall pay the premium cost of such bonds
- 19 Customer shall not have the right to offset or backcharge among subcontracts to which National Pipeline Contractors and Customer may both be parties.
- 20 National Pipeline Contractors will start its Work within 5 days of the last of the following to occur: (i) the date National Pipeline Contractors receives Customer's signed counterpart of the Proposal/Contract (without objection, modification or changes having been made to the same or to this Terms and Conditions sheet); or (ii) the date the agreed-to schedule for performance of the Work, requires National Pipeline Contractors to commence its operations.
- 21 If National Pipeline Contractors' Work is delayed, disrupted and/or accelerated as a result of events and/or occurrences outside National Pipeline Contractors' control that cause it to incur additional cost or expense in performing the Work (for, among other things, but not limited to: overtime, weekend, or shift work), National Pipeline Contractors shall be entitled to an adjustment in the time for performance equivalent to the time lost, as well as reimbursement for the additional costs or expenses incurred.
- 22 National Pipeline Contractors shall not be liable for delay related damages that Customer might incur, unless National Pipeline Contractors has delayed the Schedule and is found by a trier-of fact to not be entitled to an extension of time.
- 23 National Pipeline Contractors will provide the following insurance coverages and policy limits: (1) Commercial general liability-- \$1,000,000 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability-- \$1,000,000 combined single limit each occurrence; (3) Umbrella or excess liability-- \$1,000,000 each occurrence and \$2,000,000 aggregate; (4) Workers compensation-- the statutory minimum. The commercial general liability coverage to be provided by National Pipeline Contractors shall apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of National Pipeline Contractors and/or its lower-tiered subcontractors and suppliers. In the event an additional insured endorsement is required, such additional insured coverage shall be limited to Customer, and no other person or entity, and shall be provided on an ISO CG 2009 additional insured form or its equivalent.

- 24 National Pipeline Contractors will indemnify Customer for the Warranty Period from claims for bodily injury and/or damage to the property of others that are caused as a result of its negligence in performing its Work. National Pipeline Contractors will not indemnify others, nor will it indemnify Customer as a result of Customer's own negligent acts or omissions, or that of Customer's employees, agents, other trades or third parties. National Pipeline Contractors' indemnification obligation is expressly limited to the amount of insurance proceeds that Customer may recover under or with respect to the insurance coverages and policies that National Pipeline Contractors has agreed to provide.
- 25 Customer agrees to indemnify and hold National Pipeline Contractors and its subcontractors and suppliers harmless from claims, costs, suits, judgments, expenses, attorneys' fees and other professional fees, on account of any damages caused in whole or in part, and which arise out of the respective acts or omissions of Customer and its consultants, agents or employees.
- 26 If Customer fails to perform any of its obligations hereunder, including, but not limited to the timely payment of progress payments, National Pipeline Contractors shall have the right to give Customer written notice thereof, stating the nature of the default. If Customer does not cure such default within five (5) business days after receipt of such notice, National Pipeline Contractors shall have the right to terminate the Proposal/Contract by giving Customer written notice thereof. National Pipeline Contractors shall then submit a final termination settlement invoice reflecting the actual cost of Work furnished, including any acceleration, delay or disruption costs related thereto, plus fifteen percent (15%) markup for National Pipeline Contractors' overhead and profit, and Customer shall pay such final termination invoice within ten (10) days of its receipt.
- 27 If a dispute arises between the parties to this Agreement, the dispute shall be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in Las Vegas, Nevada and in accordance with its Construction Industry Arbitration Rules or to litigation at National Pipeline Contractors' election, and judgment on the award rendered by the Arbitrator(s) may be confirmed by any court having jurisdiction thereof. In the event Customer defaults in the performance of any of the Terms and Conditions herein and National Pipeline Contractors places this Agreement in the hands of attorneys for enforcement of all or any part of this Proposal/Contract, National Pipeline Contractors shall be entitled to its reasonable attorney's fees incurred for the services of such attorney, whether or not suit or arbitration is actually filed. Customer shall be finally and conclusively bound by the final decision reached in any Arbitration proceeding. The laws of the State of Nevada shall govern the terms and conditions of this Agreement. National Pipeline Contractors shall not be bound by decisions and/or judgments rendered in proceedings to which it was not a party, nor will National Pipeline Contractors pay the attorneys fees and costs that Customer incurs to pursue the collection of monies that may be owed to National Pipeline Contractors from any higher-tiered contractor or owner. National Pipeline Contractors further does not agree to consolidate any arbitration that may take place between Customer and National Pipeline Contractors with arbitrations between Customer and other parties, nor does National Pipeline Contractors agree to the joinder of any third parties into any arbitration between National Pipeline Contractors and Customer.
- 28 The Proposal/Contract and the Terms and Conditions constitute the entire agreement between the parties. All negotiations, modifications and agreements prior to the date hereof are merged into this Proposal/Contract and are superseded hereby.
- 29 National Pipeline Contractors reserves the right to assign the Proposal/Contract, to withdraw the Proposal/Contract for any reason, to not provide a payment or performance bond, and to refuse to execute a contract with Customer.

Schedule of Time and Material Rates for Equipment and Labor

For Prevailing wage add \$28.00 per man hour

	Rate	Per
Vac Truck	As Billed	Hour
100K -110K LB Cat 345 Size Excavator Operated 4 Hour Minimum	\$293.00	Hour
100K -110K LB Cat 345 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$439.50	Hour
100K -110K LB Cat 345 Size Excavator w/ 7500LB Hoe Ram Operated 4 Hour Minimum	\$495.00	Hour
45K-60K LB Cat 325 Size Excavator Operated 4 Hour Minimum	\$218.00	Hour
45K-60K LB Cat 325 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$327.00	Hour
45K-60K LB Cat 325 Size Excavator Operated w/ 5000LB Hoe Ram Operated 4 Hour Minimum	\$395.00	Hour
45K-60K LB Cat 325 Size Excavator Operated w/ Hydraulic Grinder Wheel 4 Hour Minimum	\$535.50	Hour
4.5YD Cat 950 Size Front End Loader Operated 4 Hour Min	\$163.00	Hour
4.5YD Cat 950 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$244.50	Hour
3YD Cat 938 Size Front End Loader Operated 4 Hour Minimum	\$143.00	Hour
3YD Cat 938 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$214.50	Hour
Cat 420 Size Backhoe w/Hoe-ram 4 Hour Minimum	\$249.00	Hour
Cat 420 Size Backhoe w/Hydraulic Grinder Wheel 4 Hour Minimum	\$395.00	Hour
Cat 420 Size Backhoe Bare 4 Hour Minimum	\$93.00	Hour
Cat 420 Size Backhoe Operated 4 Hour Minimum	\$166.00	Hour
Cat 420 Size Backhoe Operated - Overtime @ 1.5 times the regular rate	\$249.00	Hour
Skid Steer Front End Loader Operated	\$113.00	Hour
Skid Steer Front End Loader Operated - Overtime	\$169.50	Hour
2000 Gallon Water Truck Operated	\$103.00	Hour
Compaction wheel	\$183.00	Day
185 Air Compressor with hoses	\$130.00	Day
Walk Behind Ramex	\$325.00	Day
Water Buffalo	\$105.00	Day
Jack hammer	\$95.00	Day
Jumping Jack Compactor	\$105.00	Day
Gas Powered Cut off saw	\$85.00	Day
Principal- 2 hour minimum	\$175.00	Hour
Principal - Overtime @ 1.5 times	\$262.50	Hour
Superintendent - 2 hour minimum	\$76.00	Hour
Superintendent Overtime @ 1.5 times the regular rate)	\$114.00	Hour

PCO #6



PCO #006

The Korte Company
12441 US Highway 40
Highland, Illinois 62249
Phone: (618) 654-8611

Project: 91081 - Southern Nevada Health District Offsite Utilities
700 MLK Blvd
Las Vegas, Nevada

DRAFT

Prime Contract Potential Change Order #006: Demolition of Existing CMU Wall & New Structural Plan

TO:	Southern Nevada Health District 280 South Decatur BLVD Las Vegas , Nevada 89107	FROM:	The Korte Company 12441 US Highway 40 Highland, Illinois 62249
PCO NUMBER/REVISION:	006 / 0	DATE CREATED:	3/25/2026
STATUS:	Draft	SCHEDULE IMPACT:	43 days
CONTRACT:	91081- - Southern Nevada Health District BSL-3 Civil and Site Improve	TOTAL AMOUNT:	\$76,499.94
PRIME CONTRACT CHANGE ORDER:	None		

POTENTIAL CHANGE ORDER TITLE: Demolition of Existing CMU Wall & New Structural Plan

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #011 - Demolition of Existing CMU Wall

March 12, 2026 Korte stopped work for coordination purposes to the structural plan requirement for underpinning. The team was instructed to remove the wall in lieu of the underpinning after meeting with Ewing Cole's structural engineer. VT Construction was able to re-mob 5/4/26. Costs include the delays from this activity, as well as costs for the days it will take to complete both the wall demo and extra excavation needed per the new structural plan. Labor, materials, and equipment is included to demo and remove existing West and South CMU wall along Wellness Way and Court, and over excavation as required.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	312200-00999.Sub VT - Site Cut Fill & Compact Sub.Subcontract	001	\$15,759.59
2	007200-00005.Mgmt Construction Supervision.Management Time	003	\$24,238.09
3	002300-00025.Mgmt Project Manager.Management Time	002	\$0.00
4	013100-00040.Mgmt Project Engineer.Management Time	004	\$0.00
5	015200-00005.Oth Portable Toilets.Other	007	\$362.26
6	002300-00010.Mgmt Project Executive.Management Time	005	\$0.00
7	002300-00020.Mgmt Estimating.Management Time	006	\$0.00
8	015200-00020.Sub United Rentals.Subcontract	008	\$1,148.52
9	015700-00099.Sub Top Notch.Subcontract	009	\$3,200.00
10	015600-00010.Oth Fences.Other	010	\$1,722.00



#	Budget Code	Description	Amount
11	312200-00999.Sub VT - Site Cut Fill & Compact Sub.Subcontract	011	\$24,442.19
Subtotal:			\$70,872.65
Computer Software Licensing (0.38% Applies to All Line Items):			\$269.32
Certified Payroll Software (0.02% Applies to All Line Items):			\$14.17
Performance Bond (0.23% Applies to All Line Items):			\$163.01
Subcontractor Default Insurance (1.25% Applies to All Line Items):			\$885.91
Liability Insurance (0.92% Applies to All Line Items):			\$652.03
Fee (5.00% Applies to All Line Items):			\$3,642.85
Grand Total:			\$76,499.94

Southern Nevada Health District
280 South Decatur BLVD
Las Vegas , Nevada 89107

The Korte Company
12441 US Highway 40
Highland, Illinois 62249

SIGNATURE DATE

SIGNATURE DATE

TITLE

TITLE

Rental Rate Blue Book®

October 10, 2025

Caterpillar 330 L (disc. 1996)
Crawler Mounted Hydraulic Excavators

Size Class:
33.5 - 40.4 mt
Weight:
73770 lbs
Configuration for 330 L (disc. 1996)

Horsepower **222.0 hp** Operating Weight **34.2 mt**
Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$14,585.00	USD \$4,085.00	USD \$1,020.00	USD \$155.00	USD \$62.10	USD \$144.97
Adjustments						
Region (Nevada: 105%)	USD \$729.25	USD \$204.25	USD \$51.00	USD \$7.75		
Model Year (1996: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$15,314.25	USD \$4,289.25	USD \$1,071.00	USD \$162.75	USD \$62.10	USD \$149.11

Non-Active Use Rates

Standby Rate Hourly USD \$43.51
Idling Rate Hourly USD \$102.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32.83%	USD \$4,787.53/mo
Overhaul (ownership)	41.95%	USD \$6,118.08/mo
CFC (ownership)	15.95%	USD \$2,326.19/mo
Indirect (ownership)	9.28%	USD \$1,353.20/mo
Fuel (operating) @ USD 3.77	25.59%	USD \$15.89/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (jamiew@vtconstruction.org)

Adjustments for 966 XE LOADER - NEVADA in All Saved Models

October 23, 2025

Caterpillar 966 XE

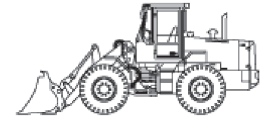
4-Wd Articulated Wheel Loaders

Size Class:

275 - 349 hp

Weight:

N/A



Configuration for 966 XE

Bucket Capacity	3.8 cu yd	Horsepower	321 hp
Operator Protection	ROPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$14,315.00	USD \$4,010.00	USD \$1,005.00	USD \$150.00	USD \$60.87	USD \$142.21
Adjustments						
Region (Nevada: 105%)	USD \$715.75	USD \$200.50	USD \$50.25	USD \$7.50		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$15,030.75	USD \$4,210.50	USD \$1,055.25	USD \$157.50	USD \$60.87	USD \$146.27

Non-Active Use Rates

	Hourly
Standby Rate	USD \$42.70
Idling Rate	USD \$105.93

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39.55%	USD \$5,661.24/mo
Overhaul (ownership)	34.46%	USD \$4,932.96/mo
CFC (ownership)	16.88%	USD \$2,416.75/mo
Indirect (ownership)	9.11%	USD \$1,304.06/mo
Fuel (operating) @ USD 3.77	33.73%	USD \$20.53/hr

Revised Date: 4th quarter 2025

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Rental Rate Blue Book®

Caterpillar D10T2 (disc. 2023)

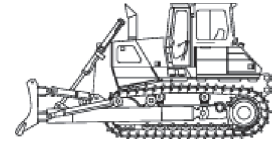
Standard Crawler Dozers

Size Class:

520 hp & Over

Weight:

N/A



Configuration for D10T2 (disc. 2023)

Dozer Type	Bulldozer	Horsepower	600.0 hp
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$49,740.00	USD \$13,930.00	USD \$3,485.00	USD \$525.00	USD \$196.27	USD \$478.88
Adjustments						
Region (Nevada: 105%)	USD \$2,487.00	USD \$696.50	USD \$174.25	USD \$26.25		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$52,227.00	USD \$14,626.50	USD \$3,659.25	USD \$551.25	USD \$196.27	USD \$493.01

Non-Active Use Rates

	Hourly
Standby Rate	USD \$148.37
Idling Rate	USD \$367.31

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28.25%	USD \$14,053.15/mo
Overhaul (ownership)	50.45%	USD \$25,094.12/mo
CFC (ownership)	11.38%	USD \$5,660.33/mo
Indirect (ownership)	9.92%	USD \$4,932.40/mo
Fuel (operating) @ USD 3.77	35.96%	USD \$70.57/hr

Revised Date: 4th quarter 2025

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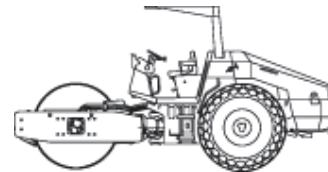
The equipment represented in this report has been exclusively prepared for (jamiew@vtconstruction.org)

Adjustments for 812 - 563E CAT Vibratory Roller (disc. 08) in All Saved Models

January 23, 2023

Caterpillar CS-563E (disc. 2008)
Single Drum Vibratory Compactors

Size Class:
8.0 - 11.9 MTons
Weight:
23750 lbs



Configuration for CS-563E (disc. 2008)

Drum Type **Smooth** Drum Width **84.0 in**
Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$11,005.00	USD \$3,080.00	USD \$770.00	USD \$115.00	USD \$88.60	USD \$151.13
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2008: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$11,005.00	USD \$3,080.00	USD \$770.00	USD \$115.00	USD \$88.60	USD \$151.13

Non-Active Use Rates

	Hourly
Standby Rate	USD \$43.14
Idling Rate	USD \$80.57

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$3,741.70/mo
Overhaul (ownership)	31%	USD \$3,411.55/mo
CFC (ownership)	19%	USD \$2,090.95/mo
Indirect (ownership)	16%	USD \$1,760.80/mo
Fuel (operating) @ USD 5.14	20%	USD \$18.04/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SKYLER LYNN TATTAM
(skyler@vtconstruction.org)



Construction

4750 Copper Sage Street, Las Vegas NV, 89115, Tel: (702) 658-7195, Fax: (702) 395-0125

CUSTOMER:

The Korte Company

9225 W. Flamingo Rd # 100

Las Vegas, NV 89147

Tel:(702) 228-9551

Fax:(702) 228-5852

PROJECT:

SNHD Site Improvements

700 S Martin Luther King Blvd

Las Vegas, NV 89106

Customer Project No:

Date:

3/23/26

RFC #

VT Project #250121

DESCRIPTION OF WORK	QUANTITY	UNITS	COST	P & O	TOTAL COST
New Structural Plan					
Note: This is the cost associated with the new structural drawing for the earthwork on the proposed building pad, this price is for the additional over-excavation, excludes digging of footing, shoring, underpinning, bracing. This will increase the job schedule duration by four days.					
Cat D10 Dozer	24	Hrs.	\$ 493.01	15%	\$ 13,607.08
Cat CS-563E	8	Hrs.	\$ 151.13	15%	\$ 1,390.40
2500 Gallon Freightliner Water Truck	16	Hrs.	\$ 61.86	15%	\$ 1,138.22
Operator Group 8	32	Hrs.	\$ 104.18	15%	\$ 3,833.82
Teamster water truck driver	16	Hrs.	\$ 86.83	15%	\$ 1,597.67
Upload and design new GPS model, download model into equipment and calibrate controls to plan design.	1	Ls	\$ 2,500.00	15%	\$ 2,875.00
Total					\$ 24,442.19



Construction

4750 Copper Sage Street, Las Vegas NV, 89115, Tel: (702) 658-7195, Fax: (702) 395-0125

CUSTOMER:

The Korte Company

9225 W. Flamingo Rd # 100

Las Vegas, NV 89147

Tel:(702) 228-9551

Fax:(702) 228-5852

PROJECT:

SNHD Site Improvements

700 S Martin Luther King Blvd

Las Vegas, NV 89106

Customer Project No:

Date:

3/23/26

RFC #

VT Project #250121

DESCRIPTION OF WORK	QUANTITY	UNITS	COST	P & O	TOTAL COST
CMU Wall Removal					
Note: This is the cost associated with the removal of the existing South CMU wall that runs along Wellness Way and Wellness Way Court in order to complete the planned over-excavation that the end extends into the wall. This price includes the removal and disposal of the wall only, Digging of the footing for new CMU wall by others. <i>This will increase the duration of the project schedule four days.</i>					
Mobilization	6	Hrs.	\$ 200.00	15%	\$ 1,380.00
Cat 330L Excavator / Thumb	20	Hrs.	\$ 149.11	15%	\$ 3,429.53
Cat 966 XE Wheel Loader	8	Hrs.	\$ 105.93	15%	\$ 974.56
2500 Gallon Freightliner Water Truck	4	Hrs.	\$ 61.86	15%	\$ 284.56
Saw Cut (wall and footing cut)	20	Lf	\$ 41.25	5%	\$ 866.25
Wall & Footing Rubble Dump Fee (rebar)	93.53	Yds	\$ 16.50	15%	\$ 1,774.65
Semi End Dump (export rubble 14 yards per LD 2.25 HR Loop time)	15.68	Hrs.	\$ 140.00	15%	\$ 2,524.16
Operator Group 8	28	Hrs.	\$ 104.18	15%	\$ 3,354.60
Teamster water truck driver	4	Hrs.	\$ 86.83	15%	\$ 399.42
Labor Group 1	8	Hrs.	\$ 83.90	15%	\$ 771.88
Total					\$ 15,759.59

PCO #5



PCO #005

The Korte Company
12441 US Highway 40
Highland, Illinois 62249
Phone: (618) 654-8611

Project: 91081 - Southern Nevada Health District Offsite Utilities
700 MLK Blvd
Las Vegas, Nevada

DRAFT

Prime Contract Potential Change Order #005: Contaminated Soil Removal and Replacement Per GES

TO:	Southern Nevada Health District 280 South Decatur BLVD Las Vegas , Nevada 89107	FROM:	The Korte Company 12441 US Highway 40 Highland, Illinois 62249
PCO NUMBER/REVISION:	005 / 0	DATE CREATED:	3/3/2026
STATUS:	Draft	SCHEDULE IMPACT:	6 days
CONTRACT:	91081- - Southern Nevada Health District BSL-3 Civil and Site Improve	TOTAL AMOUNT:	\$49,181.39
PRIME CONTRACT CHANGE ORDER:	None		

POTENTIAL CHANGE ORDER TITLE: Contaminated Soil Removal and Replacement Per GES

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #006 - Contaminated Soil Removal and Replacement Per GES

Contaminated soil removal and replacement per GES onsite inspection.

ATTACHMENTS:

[RFC_006 - Type II Backfill due to Existing soil condition.pdf](#)

#	Budget Code	Description	Amount
1	331400-00999.Sub National Pipeline.Subcontract	001	\$38,891.00
2	013100-00025.Mgmt Project Manager.Management Time	002	\$2,566.39
3	007200-00005.Mgmt Construction Supervision.Management Time	003	\$3,421.85
4	013100-00040.Mgmt Project Engineer.Management Time	004	\$684.39
Subtotal:			\$45,563.63
Computer Software Licensing (0.38% Applies to All Line Items):			\$173.14
Certified Payroll Software (0.02% Applies to All Line Items):			\$9.11
Performance Bond (0.23% Applies to All Line Items):			\$104.80
Subcontractor Default Insurance (1.25% Applies to All Line Items):			\$569.55
Liability Insurance (0.92% Applies to All Line Items):			\$419.19
Fee (5.00% Applies to All Line Items):			\$2,341.97
Grand Total:			\$49,181.39



Southern Nevada Health District
280 South Decatur BLVD
Las Vegas , Nevada 89107

The Korte Company
12441 US Highway 40
Highland, Illinois 62249

SIGNATURE

DATE

TITLE

The Korte Company

SIGNATURE

DATE

TITLE



Underground Utilities Contractor
656 Eastgate Rd, Henderson, Nevada 89011
Phone 702-361-8020 • Fax 702-361-4539

RFC_006 - 100% Type II Backfill Due to select backfill failing

Date of Proposal: 2/27/2026 ATTN: Meagan West

Proposal No:

Customer Name/Address: The Korte Company
("Customer"):Phone:
("Customer"):Fax:

Project Name/Address ("Project"): Biosafety Level 3 Lab

Owner Name/Address ("Owner"):

Customer's Surety's Name/Address ("Surety"):

Architect Name/Address ("Architect"):

Engineer's Name/Address ("Engineer"):

Plans/Drawings Sheets ("Plans"): Civil

Specification Sections ("Specifications): Select Backfill Testing Results.

Bid Amount: \$38,891.00

FOR THE BID AMOUNT SET FORTH ABOVE, NATIONAL PIPELINE CONTRACTORS, LLC. ("National Pipeline Contractors") PROPOSES, subject to the inclusions and exclusions identified herein and the Terms and Conditions attached hereto (which are hereby incorporated by reference as though fully set forth herein), to furnish the following identified labor, materials, equipment and/or services for the Project (the "Work"):

**MATERIAL PRICING AND AVAILABILITY SUBJECT TO CHANGE
DUE TO THE RAW MATERIAL MARKET**

Line No.	Item Description		Estimated Quantity	Unit	Unit Price	Total Price
Type II Backfill						
1	Type II	Storm Drain	600	TN	\$22.15	\$13,290.00
2	Type II	Water	85	TN	\$22.15	\$1,882.75
3	Type II	Sewer	55	TN	\$22.15	\$1,218.25
4	Haul Off		50	LD	\$450.00	\$22,500.00
					TOTAL	\$38,891.00

INCLUSIONS: The Work shall include the following:

*All taxes included
Furnished & Installed*

EXCLUSIONS: The Work shall not include the following:

*ALL FEES including connection fees
ALL engineering, surveying and/or staking*

Non-union

Hydro-static testing and flush water lines
IMPORTED backfill material (Type II or Select) in pipe zone only
Temporary "cold mix" patch in paved area
Traffic Control As Needed in our work zone only

Dust Control our work area with our water truck

ROCK, WATER, CALICHE, or ANY UNDIGGABLE MATERIAL that cannot be excavated with standard Backhoe
Relocation of new or existing utilities due to conflicting alignments or elevations
SCREENING of native material for Backfill
Health sample to be done on the Domestic water line
CONSTRUCTION WATER
IMPORTED backfill material, other than in the PIPE ZONE
HAUL OFF of SPOILS from excavation or rock removal
Laboratory Testing of Native Material for Backfill
Landscaping removal or replacement
Striping of paving area, button replacement, traffic loops, slurry seal
Fire Hydrant Flow Tests
Sidewalk removal
Offsite Permits

Permanent "Hot Patch" asphalt or concrete paving or patching
Sidewalk removal and replacement
Asphalt rotomill and "open grade" paving
Adjustment/Rerouting of existing utilities

Dust Control other than our work area with our water truck
Repair of new installations damaged by other contractors
Confined Space gas detectors and equipment
Extra costs for steel road plates and barricades due to engineering problems and delays
Removal of contaminated material or asbestos concrete pipe from jobsite
Overtime or night inspection fees
Slurry Concrete for backfill for top 2' in pavement area
Weekend or Holiday work
Work in excess of 8 hours per day, including travel time
Extra equipment required due to unknown conditions not indicated on geotechnical report
Remove or abandon water wells
Stop work due to endangered species
Damages to acts of God or damages from fire
Extra equipment move- in costs

PROPOSAL/CONTRACT SUBMITTED BY:

NATIONAL PIPELINE CONTRACTORS, LLC.

Brittney Pittsenbarger

Authorized Signature
Project Manager

ACCEPTANCE OF PROPOSAL/CONTRACT: The labor, materials, services and/or equipment to be provided for the above Bid Amount and the Terms and Conditions incorporated herein are satisfactory and are hereby accepted. You are hereby authorized to furnish the labor, materials, services and/or equipment specified herein.

Customer signature

Print Name and Title

Date of Acceptance

Note: Unless otherwise extended in writing, this Proposal/Contract shall become void if not accepted within 10 days from date herein.

All Terms and Conditions set forth herein are incorporated into the Proposal/Contract (hereinafter "Agreement" or "Proposal/Contract"), as though fully set forth in the body of the Proposal/Contract.

- 1 The labor, materials, equipment and/or services that National Pipeline Contractors, LLC. ("National Pipeline Contractors") will furnish for the Bid Amount is limited to the line-items of work, materials equipment and/or services and the inclusions, exclusions and clarifications identified in the Proposal/Contract (collectively the "Work"). Unless otherwise expressly stated in the Proposal/Contract, National Pipeline Contractors is not responsible for any shop drawings, engineering or design with respect to the Work.
- 2 The Plans and Specifications to which the Work shall be furnished and comply are those drawing sheets and specification sections identified in the Proposal/Contract and no others (collectively referred to herein as the "Proposal Documents"). National Pipeline Contractors makes no representation or warranty as to the accuracy, sufficiency or compliance of the Proposal Documents, or

- any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to National Pipeline Contractors by the Customer, nor the compliance of any of the same with applicable laws, ordinances, rules, regulations and building codes. Furthermore, National Pipeline Contractors makes no representations as to any additional costs the Customer, the Owner or any higher-tiered Contractor may incur as the result of any known or unknown conditions, or defective or incomplete Proposal Documents. National Pipeline Contractors shall be entitled to reasonable compensation if an ambiguity or discrepancy exists in any the Proposal Documents that causes it to incur additional costs. If National Pipeline Contractors learns of any of ambiguity or discrepancy in or with respect to the Proposal Documents, it will use its best efforts to notify Customer of the same within 5 business days. However, National Pipeline Contractors shall not be responsible for any additional costs Customer may incur as a result of its failure to give such notice.
- 3 Other than the Proposal/Contract requirements, National Pipeline Contractors shall not be bound by nor does National Pipeline Contractors accept any of the duties, liabilities, obligations, responsibilities, warranties and/or guarantees Customer has agreed to undertake by way of any higher-tiered contract agreements entered into by Customer and any higher-tiered subcontractor, the prime contractor or the owner, or the requirements of any general or special conditions or any other documents that may be incorporated therein.
 - 4 The performance of the Work shall be to industry standards and applicable building codes as they may apply to National Pipeline Contractors' specific trade and shall be evaluated by the Customer, any higher-tiered contractor, and the owner and any tier-of-fact on a "reasonableness standard." National Pipeline Contractors shall not be responsible for violations of applicable laws, statutes, regulations, rules, ordinances and building codes when such violations result from its construction in accordance with the requirements of the Proposal/Contract and/or the Proposal Documents.
 - 5 With the exception of any manufacturer's warranty which may be applicable to any equipment National Pipeline Contractors may install, and regardless of any statutory or contractual obligation to the contrary, National Pipeline Contractors shall only guaranty and warranty its Work for a period of one (1) year from the date ("Warranty Period"): (i) its Work is substantially completed; or (ii) the owner takes beneficial occupancy of or begins to use all or a portion of the Project; whichever occurs first. National Pipeline Contractors shall only repair or replace at its cost, work of other trades in, on or about the Project that it has damaged or its Work which proves to be defective. National Pipeline Contractors shall not repair or replace its Work if damaged by others, or others' work if defective or damaged by others, unless it is paid for performing such work. While National Pipeline Contractors shall use its best efforts to notify Customer of work or materials of any preceding trade that National Pipeline Contractors believes is defective or incorrectly performed, National Pipeline Contractors shall not be responsible for the costs associated with repairing or correcting such work or materials.
 - 6 All acceptances, requests, decisions, directives, interpretations, rulings, directions, approvals, condemnations, disapprovals, determinations, requirements, actions, omissions, judgments and discretion of the Customer, any higher-tiered contractor, the owner, the engineer, the architect and any of their respective employees and/or agents to be exercised under or with respect to the Proposal/Contract or the Work, shall be made under a "reasonableness standard."
 - 7 Customer expressly understands and agrees that its assistance and cooperation is essential to National Pipeline Contractors' successful and timely completion of the Work. Customer and its agents shall be available upon twenty-four (24) hours notice to answer and give approval of any issues or questions that may arise during National Pipeline Contractors' performance of the Work. Should Customer be unavailable, the time fixed for completion of the Work shall be extended for a period equivalent to the time lost as the result of Customer's delay.
 - 8 National Pipeline Contractors' Work shall be performed Monday through Friday in a single eight-hour daylight shift (holidays excluded), unless compensation for over-time is paid.
 - 9 National Pipeline Contractors shall have the right to subcontract portions of its Work to lower-tiered subcontractors. If Customer or any higher-tiered contractor or the Owner object to any subcontractor or supplier upon whose price National Pipeline Contractors may have relied in bidding its Work, Customer agrees to pay the reasonable increases and costs National Pipeline Contractors may incur in obtaining a replacement subcontractor or supplier.
 - 10 Customer agrees that it will not assert any credit, offset, backcharge or any other deduction (collectively, "backcharge") against National Pipeline Contractors, unless: (i) it has given National Pipeline Contractors a 3 business day written notice to cure the issue which is the subject of the backcharge; (ii) the issue which is the subject of the backcharge is a result of National Pipeline Contractors' acts or omissions and directly relates to National Pipeline Contractors' Work; and (iii) National Pipeline Contractors fails to begin to cure or correct the issue which is the subject of the backcharge within the 3 business days. Notwithstanding the foregoing, if National Pipeline Contractors begins to cure the issue which is the subject of the backcharge within the 3 business days, yet the issue is not one which can be completed or cured within such a time period, National Pipeline Contractors shall be given a reasonable amount of time to complete the cure of the issue. Any backcharge to be assessed against National Pipeline Contractors shall be the Customer's actual out-of-pocket costs only, without any assessment for profit and overhead.
 - 11 Bid Amount is based on a progress payment schedule, schedule of values, retention reduction terms and schedule to be agreed upon and subject to National Pipeline Contractors' written approval.
 - 12 Customer agrees to pay National Pipeline Contractors progress payments in the amount of ninety percent (90%) [with ten percent (10%) to be held as retention] of that portion of the value of the Work furnished that is the subject of a given progress bill or payment application within the earlier of: (i) thirty (30) calendar days after National Pipeline Contractors submits a progress bill or payment application; or (ii) ten (10) calendar days after the date Customer receives payment for such Work from any higher-tiered contractor or the owner. In the event National Pipeline Contractors is not paid the amount of a progress bill or payment application within the required time period, National Pipeline Contractors shall be entitled to: (i) stop its Work on the forty-fifth (45th) calendar day, without giving further notice, and neither National Pipeline Contractors nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer, any higher-tiered contractor and/or the owner may suffer as a result of the stopping of work; and (ii) immediately seek payment from Customer and Customer's Surety.
 - 13 Customer agrees to pay National Pipeline Contractors its final payment within thirty (30) calendar days of the date National Pipeline Contractors' Work is substantially completed, regardless of Customer's receipt of final payment from any higher-tiered

contractor or the owner.

- 14 While Customer may make reasonable changes, modifications or alterations (collectively "change" or "changes") to the Work, such changes shall be limited to those National Pipeline Contractors could have reasonably contemplated at the time it submitted this Proposal/Contract and which directly relate to its Work. National Pipeline Contractors shall be entitled to give Customer notice of any change to its Work within a reasonable amount of time after discovery of the same or after the event giving rise to the change occurred. If Customer independently has knowledge of the change, no such notice is required. Regardless of Customer's receipt or non-receipt of payment from any higher-tiered contractor and/or the owner for any such change, National Pipeline Contractors shall be entitled to an adjustment in: (i) the Bid Amount (if it will incur additional costs as a result of such change); and (2) its time for performance (if its time for performance will be increased in any way). National Pipeline Contractors shall be entitled to bill for change work upon furnishing the same and the Customer shall pay for all such change work within thirty (30) days of its receipt of National Pipeline Contractors' invoice for such Work.
- 15 All waivers and releases to be provided by National Pipeline Contractors for progress or final payment shall be limited to the amount it is actually paid pursuant to any particular progress or final bill or payment application, and shall be conditioned on the check clearing the bank upon which it is drawn and National Pipeline Contractors shall only provide Customer with an unconditional waiver and release after the check has been negotiated and cleared the bank.
- 16 In the event National Pipeline Contractors is not paid for any portion of its Work or the damages it may incur, it shall be entitled to pursue all statutory, common law and/or contractual rights it may possess.
- 17 National Pipeline Contractors will pay its subcontractors and suppliers within ten (10) days of its receipt of payment from the Customer for work or materials furnished by them, unless a statutory or contractual right to withhold payment from such subcontractors and suppliers exists. Customer does not have the right to directly pay National Pipeline Contractors' subcontractors and/or suppliers.
- 18 In the event a payment or performance bond is required for National Pipeline Contractors' Work, Customer shall pay the premium cost of such bonds.
- 19 Customer shall not have the right to offset or backcharge among subcontracts to which National Pipeline Contractors and Customer may both be parties.
- 20 National Pipeline Contractors will start its Work within 5 days of the last of the following to occur: (i) the date National Pipeline Contractors receives Customer's signed counterpart of the Proposal/Contract (without objection, modification or changes having been made to the same or to this Terms and Conditions sheet); or (ii) the date the agreed-to schedule for performance of the Work, requires National Pipeline Contractors to commence its operations.
- 21 If National Pipeline Contractors' Work is delayed, disrupted and/or accelerated as a result of events and/or occurrences outside National Pipeline Contractors' control that cause it to incur additional cost or expense in performing the Work (for, among other things, but not limited to: overtime, weekend, or shift work), National Pipeline Contractors shall be entitled to an adjustment in the time for performance equivalent to the time lost, as well as reimbursement for the additional costs or expenses incurred.
- 22 National Pipeline Contractors shall not be liable for delay related damages that Customer might incur, unless National Pipeline Contractors has delayed the Schedule and is found by a trier-of fact to not be entitled to an extension of time.
- 23 National Pipeline Contractors will provide the following insurance coverages and policy limits: (1) Commercial general liability-- \$1,000,000 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability-- \$1,000,000 combined single limit each occurrence; (3) Umbrella or excess liability-- \$1,000,000 each occurrence and \$2,000,000 aggregate; (4) Workers compensation-- the statutory minimum. The commercial general liability coverage to be provided by National Pipeline Contractors shall apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of National Pipeline Contractors and/or its lower-tiered subcontractors and suppliers. In the event an additional insured endorsement is required, such additional insured coverage shall be limited to Customer, and no other person or entity, and shall be provided on an ISO CG 2009 additional insured form or its equivalent.
- 24 National Pipeline Contractors will indemnify Customer for the Warranty Period from claims for bodily injury and/or damage to the property of others that are caused as a result of its negligence in performing its Work. National Pipeline Contractors will not indemnify others, nor will it indemnify Customer as a result of Customer's own negligent acts or omissions, or that of Customer's employees, agents, other trades or third parties. National Pipeline Contractors' indemnification obligation is expressly limited to the amount of insurance proceeds that Customer may recover under or with respect to the insurance coverages and policies that National Pipeline Contractors has agreed to provide.
- 25 Customer agrees to indemnify and hold National Pipeline Contractors and its subcontractors and suppliers harmless from claims, costs, suits, judgments, expenses, attorneys' fees and other professional fees, on account of any damages caused in whole or in part, and which arise out of the respective acts or omissions of Customer and its consultants, agents or employees.
- 26 If Customer fails to perform any of its obligations hereunder, including, but not limited to the timely payment of progress payments, National Pipeline Contractors shall have the right to give Customer written notice thereof, stating the nature of the default. If Customer does not cure such default within five (5) business days after receipt of such notice, National Pipeline Contractors shall have the right to terminate the Proposal/Contract by giving Customer written notice thereof. National Pipeline Contractors shall then submit a final termination settlement invoice reflecting the actual cost of Work furnished, including any acceleration, delay or disruption costs related thereto, plus fifteen percent (15%) markup for National Pipeline Contractors' overhead and profit, and Customer shall pay such final termination invoice within ten (10) days of its receipt.

- 27 If a dispute arises between the parties to this Agreement, the dispute shall be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in Las Vegas, Nevada and in accordance with its Construction Industry Arbitration Rules or to litigation at National Pipeline Contractors' election, and judgment on the award rendered by the Arbitrator(s) may be confirmed by any court having jurisdiction thereof. In the event Customer defaults in the performance of any of the Terms and Conditions herein and National Pipeline Contractors places this Agreement in the hands of attorneys for enforcement of all or any part of this Proposal/Contract, National Pipeline Contractors shall be entitled to its reasonable attorney's fees incurred for the services of such attorney, whether or not suit or arbitration is actually filed. Customer shall be finally and conclusively bound by the final decision reached in any Arbitration proceeding. The laws of the State of Nevada shall govern the terms and conditions of this Agreement. National Pipeline Contractors shall not be bound by decisions and/or judgments rendered in proceedings to which it was not a party, nor will National Pipeline Contractors pay the attorneys fees and costs that Customer incurs to pursue the collection of monies that may be owed to National Pipeline Contractors from any higher-tiered contractor or owner. National Pipeline Contractors further does not agree to consolidate any arbitration that may take place between Customer and National Pipeline Contractors with arbitrations between Customer and other parties, nor does National Pipeline Contractors agree to the joinder of any third parties into any arbitration between National Pipeline Contractors and Customer.
- 28 The Proposal/Contract and the Terms and Conditions constitute the entire agreement between the parties. All negotiations, modifications and agreements prior to the date hereof are merged into this Proposal/Contract and are superseded hereby.
- 29 National Pipeline Contractors reserves the right to assign the Proposal/Contract, to withdraw the Proposal/Contract for any reason, to not provide a payment or performance bond, and to refuse to execute a contract with Customer.

Schedule of Time and Material Rates for Equipment and Labor

For Prevailing wage add \$28.00 per man hour

	Rate	Per
Vac Truck	As Billed	Hour
100K -110K LB Cat 345 Size Excavator Operated 4 Hour Minimum	\$293.00	Hour
100K -110K LB Cat 345 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$439.50	Hour
100K -110K LB Cat 345 Size Excavator w/ 7500LB Hoe Ram Operated 4 Hour Minimum	\$495.00	Hour
45K-60K LB Cat 325 Size Excavator Operated 4 Hour Minimum	\$218.00	Hour
45K-60K LB Cat 325 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$327.00	Hour
45K-60K LB Cat 325 Size Excavator Operated w/ 5000LB Hoe Ram Operated 4 Hour Minimum	\$395.00	Hour
45K-60K LB Cat 325 Size Excavator Operated w/ Hydraulic Grinder 4 Hour Minimum	\$535.50	Hour
4.5YD Cat 950 Size Front End Loader Operated 4 Hour Minimum	\$163.00	Hour
4.5YD Cat 950 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$244.50	Hour
3YD Cat 938 Size Front End Loader Operated 4 Hour Minimum	\$143.00	Hour
3YD Cat 938 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$214.50	Hour
Cat 420 Size Backhoe w/Hoe-ram 4 Hour Minimum	\$249.00	Hour
Cat 420 Size Backhoe w/Hydraulic Grinder Wheel 4 Hour Minimum	\$395.00	Hour
Cat 420 Size Backhoe Bare 4 Hour Minimum	\$93.00	Hour
Cat 420 Size Backhoe Operated 4 Hour Minimum	\$166.00	Hour
Cat 420 Size Backhoe Operated - Overtime @ 1.5 times the regular rate	\$249.00	Hour
Skid Steer Front End Loader Operated	\$113.00	Hour
Skid Steer Front End Loader Operated - Overtime	\$169.50	Hour
2000 Gallon Water Truck Operated	\$103.00	Hour
Compaction wheel	\$183.00	Day
185 Air Compressor with hoses	\$130.00	Day
Walk Behind Ramex	\$325.00	Day
Water Buffalo	\$105.00	Day
Jack hammer	\$95.00	Day
Jumping Jack Compactor	\$105.00	Day
Gas Powered Cut off saw	\$85.00	Day
Principal- 2 hour minimum	\$175.00	Hour
Principal - Overtime @ 1.5 times	\$262.50	Hour
Superintendent - 2 hour minimum	\$76.00	Hour
Superintendent Overtime @ 1.5 times the regular rate)	\$114.00	Hour



**DEPARTMENT OF
BUILDING & SAFETY**
Off-site Inspection and Testing Section

City of Las Vegas
**Use of Native Soils In-lieu of (NILO) Imported Aggregate
Subbase Material for Public and Private Off-site Improvements**

Procedure No. PWOIT-MT 106 Revision 6

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

MICHAEL WORKS DIRECTOR
JORGE CERVANTES
P.E., P.T.O.E.

1.0 PURPOSE:

- 1.1 This policy establishes the guidelines by which the City of Las Vegas (CLV) will review and approve the use of Native Soils In-Lieu of (NILO) Imported Type I Aggregate Subbase materials for Access Roads, Alleys, curb/gutter, Cross Gutter, and Sidewalk Drain. NILO material is defined as undisturbed in-situ (in place) native material (prior to processing). It is not imported material of any nature. The Public Offsite area is defined from the back of sidewalk to back of sidewalk. The Private Offsite area is defined from the back of curb to back of curb on private streets. The CLV Quality Assurance (QA) Program is limited to monitoring the NILO material with periodic tests for public and private offsite improvements.

2.0 REFERENCE CODES AND STANDARDS:

2.1 Associated CLV Procedures:

- 2.1.1 PWOIT MT 101 "Submittal of Report".
2.1.2 PWOIT MT 107 "Offsite Grading Report".

2.2 Clark County Uniform Standard Specifications and Drawings:

- 2.2.1 Section 105, "Control of Work".
2.2.2 Section 704 "Base Aggregates".
2.2.3 Standard Drawings.
2.2.3.1 203, 205, 207, 234 "Curb / Gutter".
2.2.3.2 228, 229 "Cross Gutter"; 236 "Sidewalk Drain"
2.2.3.3 218 "Median Island".
2.2.3.4 209, 209A "Access Road".
2.2.3.5 214 "Alley".

2.2.4 Other:

- 2.2.4.1 NRS 338.176, NAC 625.550, the most current ASTM, AASHTO, NDOT test procedures as indicated in the applicable sections of the Uniform Standard Specifications.

CITY OF LAS VEGAS
2 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

3.0 STATEMENT OF POLICY:

3.1 Submittal:

- 3.1.1 Submittal format shall be completed in accordance with the current CLV procedure and in compliance with the NRS 338.176 and NAC 625.550 statutes.
- 3.1.2 The project developer or their representative, the project Quality Control Company (QC) shall submit a transmittal letter and Native Soils In-Lieu of (NILO) Imported Aggregate Subbase Report to the CLV for review and approval. The report shall be submitted and approved prior to utilization of the material.

4.0 REPORTS:

4.1 General Requirements for Report Content:

- 4.1.1 The report shall include, at a minimum, the following information:
- 4.1.1.1 Revised reports shall include the date of the report being superseded, as well as the revision date.
- 4.1.1.2 Project / Permit Name (per Off-Site Construction Permit Hard Card).
- 4.1.1.3 Project / Permit Number (per Off-Site Construction Permit Hard Card).
- 4.1.1.4 Project / Permit Plan Number (per Off-Site Construction Permit Hard Card).
- 4.1.1.5 Referenced Reports shall be identified by the accepted QC report issue date and CLV acceptance letter date.
- 4.1.1.6 The report must be prepared by, or under the direction of a Professional Engineer registered in the State of Nevada. The report shall be signed and stamped by the responsible engineer.
- 4.1.1.7 Use the appropriate approved project Plan and Profile sheets to determine the specific location for the area being submitted for review and acceptance **for this report**. The locations shall be noted in the text of the report in a similar format as shown below:

Street Name	AREA (S) OF ACCEPTANCE					Station	to	Station
	Access Road NILO	Alley NILO	Curb / Gutter		Cross Gutter NILO			
			NILO	Side N,S,E,W				

NOTE 1: If street names are revised after a construction phase report has been submitted to the CLV and approved by the

CLV, subsequent construction phase reports shall reference the original street name as well as the revised street name.

- 4.1.1.8 The report shall contain a statement that verifies that the material complies with the requirements and recommendations of the project geotechnical report, project plans, specifications, and current CLV policies and procedures
- 4.1.1.9 Sieve Analysis.
- 4.1.1.10 Plastic Index.
- 4.1.1.11 Proctor information per current AASHTO T180 procedure and include a curve for each material type.
- 4.1.1.12 Plot plan with sample locations identified and areas indicated that are represented by the sample. The accepted area shall be in such a manner that the area is identifiable on "Xerox" copies.
- 4.1.1.13 If testing is provided by another laboratory, that data shall be stamped by the responsible engineer and included in the report.

4.2 Additional Requirements for Interim Report:

- 4.2.1 Interim (partial area release) reports for specific areas of work (i.e., utility trenches in the interior / exterior street areas and / or portion of those areas) are acceptable; however they shall be referenced in the Final Interim Native Soils In-Lieu of (NILO) Imported Subbase Aggregate Material Report.
- 4.2.2 The report title shall be **Interim Native Soils In-Lieu of (NILO) Imported Subbase Aggregate Report.**

4.3 Additional Requirements for Final Report:

- 4.3.1 This is the **last report, for this phase of work**, if Interim Reports were issued. It is the **only report** if Interim Reports were not issued.
- 4.3.2 The report title shall be **Final Native Soils In-Lieu of (NILO) Imported Subbase Aggregate Report.**
- 4.3.3 Referenced CLV approved reports.
 - 4.3.3.1 Interim Native Soils In-Lieu of (NILO) Imported Subbase Aggregate Report
- 4.3.4 Report information / test data included with approved reports, per section 4.1.1.5, shall not be included with the Final Report

5.0 SAMPLING AND TESTING:

5.1 Access Roads and Alleys:

- 5.1.1 The material must be obtained and tested by a laboratory that is AASHTO accredited in the procedures being reported. The most
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AGT 2580 and 2605

current ASTM, AASHTO, NDOT test procedures shall be used. Testing requirements shall be from the applicable sections of the Uniform Standard Specifications and current CLV policies and procedures.

NOTE 2: The requirement for the AASHTO Accreditation is mandatory for all laboratories performing work submitted to the City of Las Vegas, Offsite Inspection and Testing, effective March 1, 2008. Laboratories that are not accredited in the test procedures being submitted shall contact the City of Las Vegas, Offsite Inspection and Testing prior to Submitting the test information.

- 5.1.2 The NILO Type I Aggregate Subbase material shall meet the requirements of Clark County Standard Specifications Section 704.
- 5.1.3 Samples shall be obtained and tested for every 1000 lineal feet and fraction thereof. A minimum of two (2) samples per project. If interior and exterior areas are included in the project, representative samples shall be obtained from both areas.
- 5.1.4 Native soils approved for NILO Type I Aggregate Subbase shall be processed to a minimum depth of eight (8) inches and compacted to a minimum density of 95% (AASHTO T180). Rocks larger than three (3) inches will not be allowed within the NILO Type I Aggregate Base section.

5.2 Curb / Gutter, Cross Gutter, Median Island, and Sidewalk Drain:

- 5.2.1 The material must be obtained and tested by a laboratory that is AASHTO accredited in the procedures being reported. The most current ASTM, AASHTO, NDOT test procedures shall be used. Testing requirements shall be from the applicable sections of the Uniform Standard Specifications and current CLV policies and procedures.

NOTE 3: The requirement for the AASHTO Accreditation is mandatory for all laboratories performing work submitted to the City of Las Vegas, Offsite Inspection and Testing, effective March 1, 2008. Laboratories that are not accredited in the test procedures being submitted shall contact the City of Las Vegas, Offsite Inspection and Testing prior to submitting the test information.

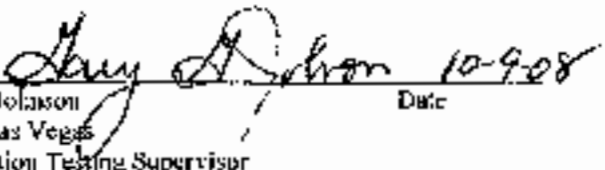
- 5.2.2 The NILO Type I Aggregate Subbase shall meet the requirements (sieve and plasticity Index ONLY) of Clark County Uniform Standard Section 704.
- 5.2.3 Samples shall be obtained and tested for every 1000 lineal feet and fraction thereof. A minimum of two (2) samples per project. If interior and exterior areas are included in the project, representative samples shall be obtained from both areas.
- 5.2.4 Native soils approved for NILO Type I Aggregate Subbase shall be processed to a minimum depth of eight (8) inches and compacted to a minimum density of 95% (AASHTO T180). Rocks larger than three (3) inches will not be allowed within the NILO Type I Aggregate Base section.

6.0 EFFECTIVE DATE AND APPROVALS:

EFFECTIVE DATE: July 20, 2022

Michael Cunningham, P.E.
City of Las Vegas

10-13-08
Date


Gary G. Johnson
City of Las Vegas
Construction Testing Supervisor

Date

Joel Warwick
City of Las Vegas
Sr. Material Testing Technician

SUMMARY OF LABORATORY RESULTS



GEOTECHNICAL &
ENVIRONMENTAL
SERVICES, INC.

CLIENT SNHD

PROJECT NAME SNHD - BSL3 & Public Improvements

PROJECT NUMBER 20246923C1

PROJECT LOCATION _____

Sample No.	Sample Location	Liquid Limit	Plastic Limit	Plasticity Index	Max. Size (mm)	%<#200 Sieve	Class-ification	Optimum Moisture Content (%)	Max. Dry Density (pcf)	Swell (%)
15665-1	Wellness Way @ STA: 13+00	31	22	9	50	33	SC	13.3	117.8	2

LAB SUMMARY - GES_CM_STD.GDT - 2/23/26 09:59 - J:\GES\CLIENTS\LAS VEGAS OFFICE\PROJECTS\2024_PROJECTS\20246923 - SNHD EXPANSION\112 GINT\20246923C1.GPJ

Las Vegas
7150 Placid Street
Las Vegas, NV 89119
702.365.1001

Reno
5301 Longley Lane, Bldg. H, Ste 116
Reno, NV 89511
775.622.38544

Mesquite
530 Coon Valley Road
Mesquite, NV 89027
702.346.4489

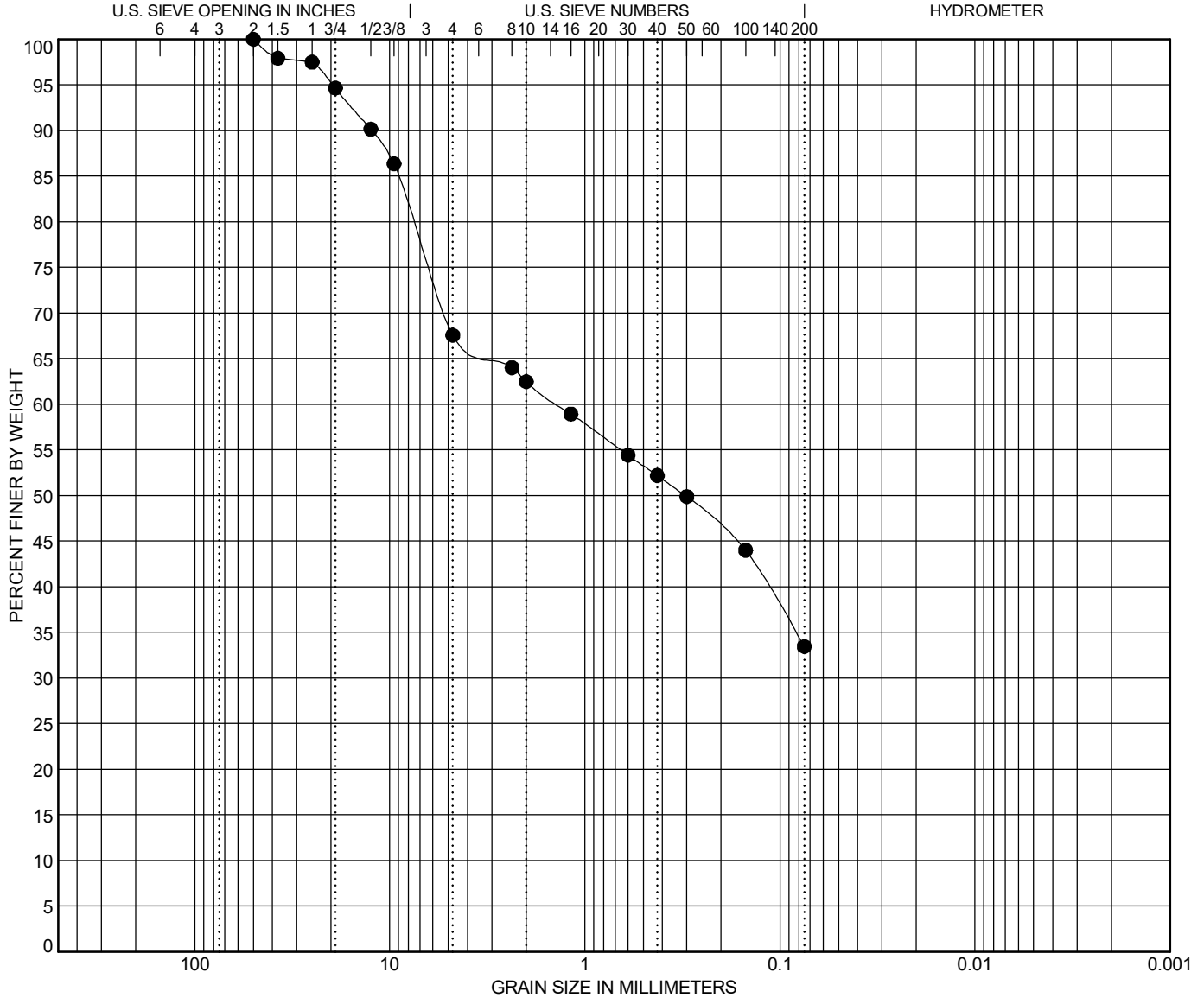


CLIENT SNHD

PROJECT NAME SNHD - BSL3 & Public Improvements

PROJECT NUMBER 20246923C1

PROJECT LOCATION



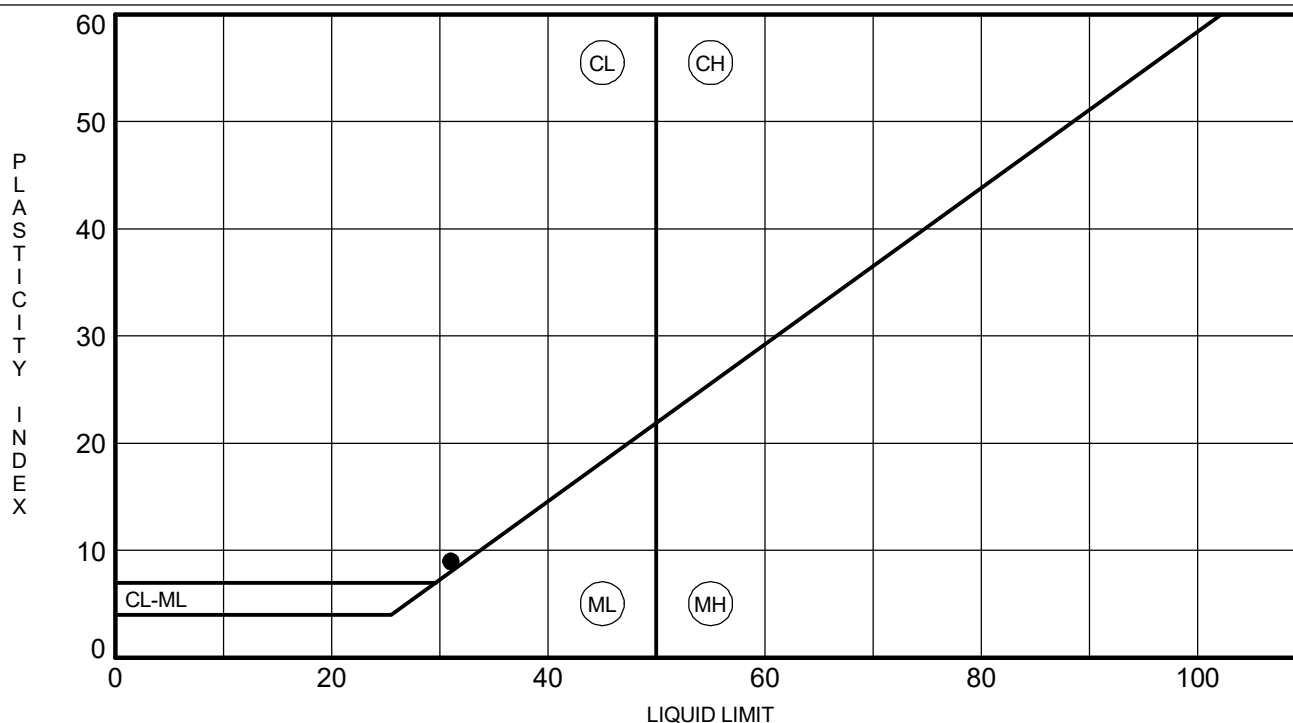


CLIENT SNHD

PROJECT NAME SNHD - BSL3 & Public Improvements

PROJECT NUMBER 20246923C1

PROJECT LOCATION

[illegible]

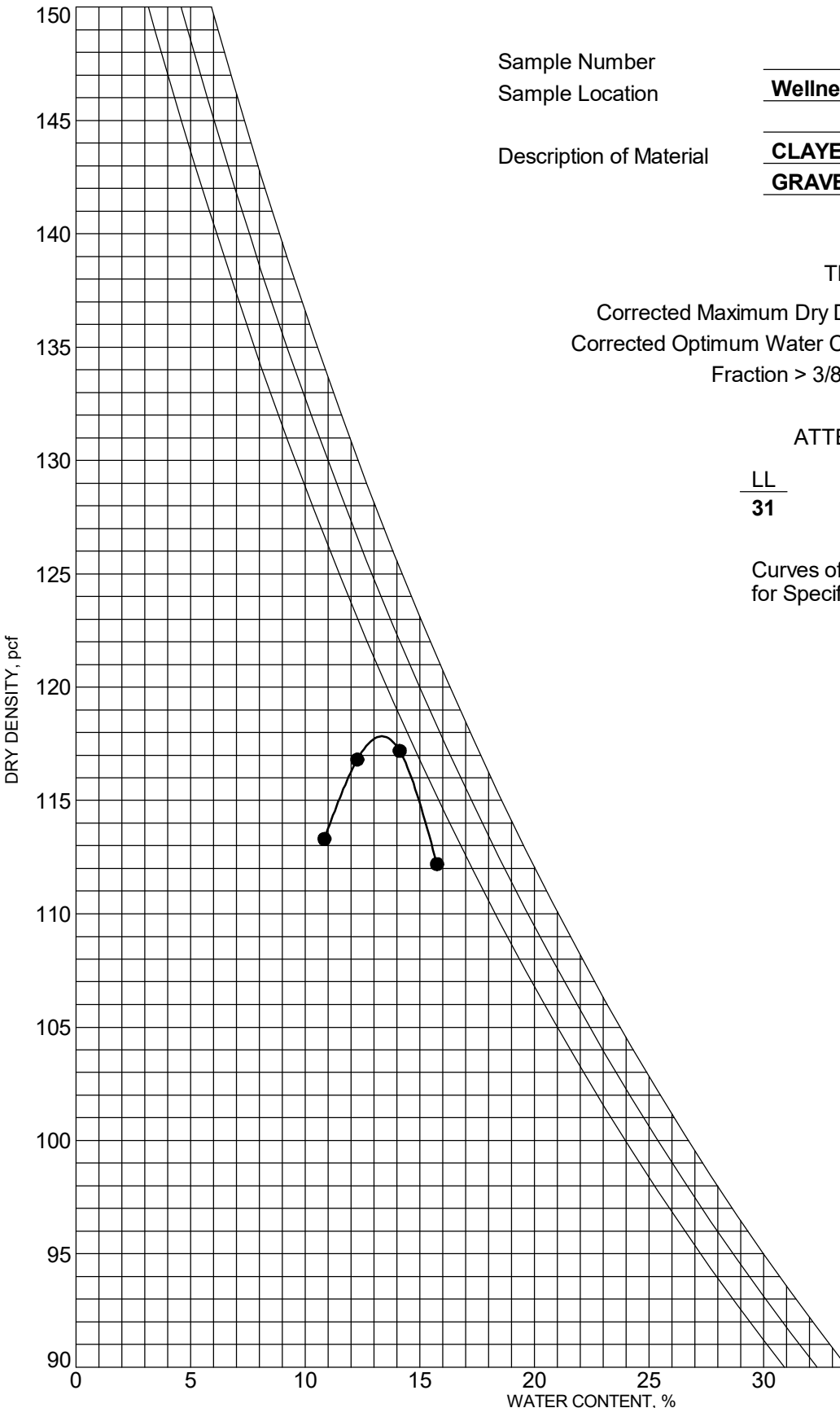


CLIENT SNHD

PROJECT NAME SNHD - BSL3 & Public Improvements

PROJECT NUMBER 20246923C1

PROJECT LOCATION



Sample Number

15665

Sample Location

Wellness Way @ STA: 13+00

Description of Material

CLAYEY SAND with
GRAVEL(SC)

TEST RESULTS

Corrected Maximum Dry Density **117.8 PCF**

Corrected Optimum Water Content **13.3 %**

Fraction > 3/8" sieve **13.6 %**

ATTERBERG LIMITS

LL	PL	PI
31	22	9

Curves of 100% Saturation
for Specific Gravity Equal to:

2.70

2.60

2.50



SGS North America, Inc.
3626 E. Sunset Road, Suite 100
Las Vegas, NV 89120
(702) 873-4478
www.SGS.com

Analytical Report

Workorder#: 26020738
Date Reported: 2/20/2026

Client: GES
Project Name: 20246923C1
PO #:

Sampled By: Client

Laboratory Accreditation Number: NV930/CA3029

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
26020738-01	15665, Storm Drain Trench @ Wellness		2/20/2026

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Chloride	SM 4500 CL- B	45	mg/Kg	10	LJ	02/20/2026 9:30	
Solubility	SM 2540 C	0.570	%	0.01	LJ	02/20/2026 9:30	
Sulfate	SM 4500SO4 E	0.370	%	0.01	LJ	02/20/2026 9:30	

Original

SOIL / AGGREGATE MATERIAL TESTING SUMMARY



GEOTECHNICAL &
ENVIRONMENTAL SERVICES,
INC.
7150 PLACID STREET
LAS VEGAS, NEVADA 89119

GES Project No.: 20246923C1
Project Name: SNHD - BSL 3 and Public Improvements
Client: Southern Nevada Heath District
Date Sampled: 2/19/2026
Sampled By: RED
Report Date: 2/23/2026
Reviewed By: J. Foremaster
Tested By: T. Parada

SAMPLE INFORMATION		
SAMPLE ID.	MATERIAL	LOCATION
15665	Native Soil	Storm Drain Trench @ Wellness Way STA: 13+00 to 12+50

SAMPLE PROPERTIES			
TEST	TEST METHOD	RESULT	SPECIFICATION
Liquid Limit	ASTM D4318	31	
Plastic Limit	ASTM D4318	22	
Plasticity Index	ASTM D4318	9	
Swell Potential (%)	SNBCA 1803.5.3.2	2%	
Sulfate Content (%)	SM 4500 S04 E	0.370	
Solubility (%)	SM 2540 C	0.570	
Chlorides (ppm)	SM 4500CL B	45	
Corrected Maximum Density (pcf)	ASTM D1557	117.7	
Corrected Optimum Moisture (%)	ASTM D1557	13.4	
R-Value			
LA Abrasion (100 Revolutions), %			
LA Abrasion (500 Revolutions), %			
Fractured Faces (%)			
Specific Graviy of Coarse Aggregate			
Absorption of Coarse Aggregate (%)			
Specific Gravity of Fine Aggregate			
Absorpton of Fine Aggregate (%)			
Specific Gravity of Soil			
Organic Impurities			
Sodium Sulfate Soundness (%)			
Clay Lump & Friable Particles (%)			
Bulk Density (Unit Weigt), pcf			
Lightweight Pieces in Aggregate (%)			
Cleanness Value			
Sand Equivalent			
Asphalt Content (%)			

SIEVE ANALYSIS (ASTM C136)		
SIVE SIZE	% PASSING	SPECIFICATION
6"		
3"		
2"	100	
1-1/2"	98	
1"	97	
3/4"	95	
1/2"	90	
3/8"	86	
No. 4	68	
No. 8	64	
N0. 10	62	
No. 16	59	
N0. 30	54	
No. 40	52	
No. 50	50	
No. 100	44	
No. 200	33	

COMMENTS



Underground Utilities Contractor
656 Eastgate Rd, Henderson, Nevada 89011
Phone 702-361-8020 • Fax 702-361-4539

RFC_006 - 100% Type II Backfill Due to select backfill failing

Date of Proposal: 2/27/2026 ATTN: Meagan West

Proposal No:

Customer Name/Address: The Korte Company
("Customer"):Phone:
("Customer"):Fax:

Project Name/Address ("Project"): Biosafety Level 3 Lab

Owner Name/Address ("Owner"):

Customer's Surety's Name/Address ("Surety"):

Architect Name/Address ("Architect"):

Engineer's Name/Address ("Engineer"):

Plans/Drawings Sheets ("Plans"): Civil

Specification Sections ("Specifications): Select Backfill Testing Results.

Bid Amount: \$38,891.00

FOR THE BID AMOUNT SET FORTH ABOVE, NATIONAL PIPELINE CONTRACTORS, LLC. ("National Pipeline Contractors") PROPOSES, subject to the inclusions and exclusions identified herein and the Terms and Conditions attached hereto (which are hereby incorporated by reference as though fully set forth herein), to furnish the following identified labor, materials, equipment and/or services for the Project (the "Work"):

**MATERIAL PRICING AND AVAILABILITY SUBJECT TO CHANGE
DUE TO THE RAW MATERIAL MARKET**

Line No.	Item Description		Estimated Quantity	Unit	Unit Price	Total Price
Type II Backfill						
1	Type II	Storm Drain	600	TN	\$22.15	\$13,290.00
2	Type II	Water	85	TN	\$22.15	\$1,882.75
3	Type II	Sewer	55	TN	\$22.15	\$1,218.25
4	Haul Off		50	LD	\$450.00	\$22,500.00
					TOTAL	\$38,891.00

INCLUSIONS: The Work shall include the following:

*All taxes included
Furnished & Installed*

EXCLUSIONS: The Work shall not include the following:

*ALL FEES including connection fees
ALL engineering, surveying and/or staking*

Non-union

Hydro-static testing and flush water lines
IMPORTED backfill material (Type II or Select) in pipe zone only
Temporary "cold mix" patch in paved area
Traffic Control As Needed in our work zone only

Dust Control our work area with our water truck

ROCK, WATER, CALICHE, or ANY UNDIGGABLE MATERIAL that cannot be excavated with standard Backhoe
Relocation of new or existing utilities due to conflicting alignments or elevations
SCREENING of native material for Backfill
Health sample to be done on the Domestic water line
CONSTRUCTION WATER
IMPORTED backfill material, other than in the PIPE ZONE
HAUL OFF of SPOILS from excavation or rock removal
Laboratory Testing of Native Material for Backfill
Landscaping removal or replacement
Striping of paving area, button replacement, traffic loops, slurry seal
Fire Hydrant Flow Tests
Sidewalk removal
Offsite Permits

Permanent "Hot Patch" asphalt or concrete paving or patching
Sidewalk removal and replacement
Asphalt rotomill and "open grade" paving
Adjustment/Rerouting of existing utilities

Dust Control other than our work area with our water truck
Repair of new installations damaged by other contractors
Confined Space gas detectors and equipment
Extra costs for steel road plates and barricades due to engineering problems and delays
Removal of contaminated material or asbestos concrete pipe from jobsite
Overtime or night inspection fees
Slurry Concrete for backfill for top 2' in pavement area
Weekend or Holiday work
Work in excess of 8 hours per day, including travel time
Extra equipment required due to unknown conditions not indicated on geotechnical report
Remove or abandon water wells
Stop work due to endangered species
Damages to acts of God or damages from fire
Extra equipment move- in costs

PROPOSAL/CONTRACT SUBMITTED BY:

NATIONAL PIPELINE CONTRACTORS, LLC.

Brittney Pittsenbarger

Authorized Signature
Project Manager

ACCEPTANCE OF PROPOSAL/CONTRACT: The labor, materials, services and/or equipment to be provided for the above Bid Amount and the Terms and Conditions incorporated herein are satisfactory and are hereby accepted. You are hereby authorized to furnish the labor, materials, services and/or equipment specified herein.

Customer signature

Print Name and Title

Date of Acceptance

Note: Unless otherwise extended in writing, this Proposal/Contract shall become void if not accepted within 10 days from date herein.

All Terms and Conditions set forth herein are incorporated into the Proposal/Contract (hereinafter "Agreement" or "Proposal/Contract"), as though fully set forth in the body of the Proposal/Contract.

- 1 The labor, materials, equipment and/or services that National Pipeline Contractors, LLC. ("National Pipeline Contractors") will furnish for the Bid Amount is limited to the line-items of work, materials equipment and/or services and the inclusions, exclusions and clarifications identified in the Proposal/Contract (collectively the "Work"). Unless otherwise expressly stated in the Proposal/Contract, National Pipeline Contractors is not responsible for any shop drawings, engineering or design with respect to the Work.
- 2 The Plans and Specifications to which the Work shall be furnished and comply are those drawing sheets and specification sections identified in the Proposal/Contract and no others (collectively referred to herein as the "Proposal Documents"). National Pipeline Contractors makes no representation or warranty as to the accuracy, sufficiency or compliance of the Proposal Documents, or

- any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to National Pipeline Contractors by the Customer, nor the compliance of any of the same with applicable laws, ordinances, rules, regulations and building codes. Furthermore, National Pipeline Contractors makes no representations as to any additional costs the Customer, the Owner or any higher-tiered Contractor may incur as the result of any known or unknown conditions, or defective or incomplete Proposal Documents. National Pipeline Contractors shall be entitled to reasonable compensation if an ambiguity or discrepancy exists in any the Proposal Documents that causes it to incur additional costs. If National Pipeline Contractors learns of any of ambiguity or discrepancy in or with respect to the Proposal Documents, it will use its best efforts to notify Customer of the same within 5 business days. However, National Pipeline Contractors shall not be responsible for any additional costs Customer may incur as a result of its failure to give such notice.
- 3 Other than the Proposal/Contract requirements, National Pipeline Contractors shall not be bound by nor does National Pipeline Contractors accept any of the duties, liabilities, obligations, responsibilities, warranties and/or guarantees Customer has agreed to undertake by way of any higher-tiered contract agreements entered into by Customer and any higher-tiered subcontractor, the prime contractor or the owner, or the requirements of any general or special conditions or any other documents that may be incorporated therein.
 - 4 The performance of the Work shall be to industry standards and applicable building codes as they may apply to National Pipeline Contractors' specific trade and shall be evaluated by the Customer, any higher-tiered contractor, and the owner and any tier-of-fact on a "reasonableness standard." National Pipeline Contractors shall not be responsible for violations of applicable laws, statutes, regulations, rules, ordinances and building codes when such violations result from its construction in accordance with the requirements of the Proposal/Contract and/or the Proposal Documents.
 - 5 With the exception of any manufacturer's warranty which may be applicable to any equipment National Pipeline Contractors may install, and regardless of any statutory or contractual obligation to the contrary, National Pipeline Contractors shall only guaranty and warranty its Work for a period of one (1) year from the date ("Warranty Period"): (i) its Work is substantially completed; or (ii) the owner takes beneficial occupancy of or begins to use all or a portion of the Project; whichever occurs first. National Pipeline Contractors shall only repair or replace at its cost, work of other trades in, on or about the Project that it has damaged or its Work which proves to be defective. National Pipeline Contractors shall not repair or replace its Work if damaged by others, or others' work if defective or damaged by others, unless it is paid for performing such work. While National Pipeline Contractors shall use its best efforts to notify Customer of work or materials of any preceding trade that National Pipeline Contractors believes is defective or incorrectly performed, National Pipeline Contractors shall not be responsible for the costs associated with repairing or correcting such work or materials.
 - 6 All acceptances, requests, decisions, directives, interpretations, rulings, directions, approvals, condemnations, disapprovals, determinations, requirements, actions, omissions, judgments and discretion of the Customer, any higher-tiered contractor, the owner, the engineer, the architect and any of their respective employees and/or agents to be exercised under or with respect to the Proposal/Contract or the Work, shall be made under a "reasonableness standard."
 - 7 Customer expressly understands and agrees that its assistance and cooperation is essential to National Pipeline Contractors' successful and timely completion of the Work. Customer and its agents shall be available upon twenty-four (24) hours notice to answer and give approval of any issues or questions that may arise during National Pipeline Contractors' performance of the Work. Should Customer be unavailable, the time fixed for completion of the Work shall be extended for a period equivalent to the time lost as the result of Customer's delay.
 - 8 National Pipeline Contractors' Work shall be performed Monday through Friday in a single eight-hour daylight shift (holidays excluded), unless compensation for over-time is paid.
 - 9 National Pipeline Contractors shall have the right to subcontract portions of its Work to lower-tiered subcontractors. If Customer or any higher-tiered contractor or the Owner object to any subcontractor or supplier upon whose price National Pipeline Contractors may have relied in bidding its Work, Customer agrees to pay the reasonable increases and costs National Pipeline Contractors may incur in obtaining a replacement subcontractor or supplier.
 - 10 Customer agrees that it will not assert any credit, offset, backcharge or any other deduction (collectively, "backcharge") against National Pipeline Contractors, unless: (i) it has given National Pipeline Contractors a 3 business day written notice to cure the issue which is the subject of the backcharge; (ii) the issue which is the subject of the backcharge is a result of National Pipeline Contractors' acts or omissions and directly relates to National Pipeline Contractors' Work; and (iii) National Pipeline Contractors fails to begin to cure or correct the issue which is the subject of the backcharge within the 3 business days. Notwithstanding the foregoing, if National Pipeline Contractors begins to cure the issue which is the subject of the backcharge within the 3 business days, yet the issue is not one which can be completed or cured within such a time period, National Pipeline Contractors shall be given a reasonable amount of time to complete the cure of the issue. Any backcharge to be assessed against National Pipeline Contractors shall be the Customer's actual out-of-pocket costs only, without any assessment for profit and overhead.
 - 11 Bid Amount is based on a progress payment schedule, schedule of values, retention reduction terms and schedule to be agreed upon and subject to National Pipeline Contractors' written approval.
 - 12 Customer agrees to pay National Pipeline Contractors progress payments in the amount of ninety percent (90%) [with ten percent (10%) to be held as retention] of that portion of the value of the Work furnished that is the subject of a given progress bill or payment application within the earlier of: (i) thirty (30) calendar days after National Pipeline Contractors submits a progress bill or payment application; or (ii) ten (10) calendar days after the date Customer receives payment for such Work from any higher-tiered contractor or the owner. In the event National Pipeline Contractors is not paid the amount of a progress bill or payment application within the required time period, National Pipeline Contractors shall be entitled to: (i) stop its Work on the forty-fifth (45th) calendar day, without giving further notice, and neither National Pipeline Contractors nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer, any higher-tiered contractor and/or the owner may suffer as a result of the stopping of work; and (ii) immediately seek payment from Customer and Customer's Surety.
 - 13 Customer agrees to pay National Pipeline Contractors its final payment within thirty (30) calendar days of the date National Pipeline Contractors' Work is substantially completed, regardless of Customer's receipt of final payment from any higher-tiered

contractor or the owner.

- 14 While Customer may make reasonable changes, modifications or alterations (collectively "change" or "changes") to the Work, such changes shall be limited to those National Pipeline Contractors could have reasonably contemplated at the time it submitted this Proposal/Contract and which directly relate to its Work. National Pipeline Contractors shall be entitled to give Customer notice of any change to its Work within a reasonable amount of time after discovery of the same or after the event giving rise to the change occurred. If Customer independently has knowledge of the change, no such notice is required. Regardless of Customer's receipt or non-receipt of payment from any higher-tiered contractor and/or the owner for any such change, National Pipeline Contractors shall be entitled to an adjustment in: (i) the Bid Amount (if it will incur additional costs as a result of such change); and (2) its time for performance (if its time for performance will be increased in any way). National Pipeline Contractors shall be entitled to bill for change work upon furnishing the same and the Customer shall pay for all such change work within thirty (30) days of its receipt of National Pipeline Contractors' invoice for such Work.
- 15 All waivers and releases to be provided by National Pipeline Contractors for progress or final payment shall be limited to the amount it is actually paid pursuant to any particular progress or final bill or payment application, and shall be conditioned on the check clearing the bank upon which it is drawn and National Pipeline Contractors shall only provide Customer with an unconditional waiver and release after the check has been negotiated and cleared the bank.
- 16 In the event National Pipeline Contractors is not paid for any portion of its Work or the damages it may incur, it shall be entitled to pursue all statutory, common law and/or contractual rights it may possess.
- 17 National Pipeline Contractors will pay its subcontractors and suppliers within ten (10) days of its receipt of payment from the Customer for work or materials furnished by them, unless a statutory or contractual right to withhold payment from such subcontractors and suppliers exists. Customer does not have the right to directly pay National Pipeline Contractors' subcontractors and/or suppliers.
- 18 In the event a payment or performance bond is required for National Pipeline Contractors' Work, Customer shall pay the premium cost of such bonds.
- 19 Customer shall not have the right to offset or backcharge among subcontracts to which National Pipeline Contractors and Customer may both be parties.
- 20 National Pipeline Contractors will start its Work within 5 days of the last of the following to occur: (i) the date National Pipeline Contractors receives Customer's signed counterpart of the Proposal/Contract (without objection, modification or changes having been made to the same or to this Terms and Conditions sheet); or (ii) the date the agreed-to schedule for performance of the Work, requires National Pipeline Contractors to commence its operations.
- 21 If National Pipeline Contractors' Work is delayed, disrupted and/or accelerated as a result of events and/or occurrences outside National Pipeline Contractors' control that cause it to incur additional cost or expense in performing the Work (for, among other things, but not limited to: overtime, weekend, or shift work), National Pipeline Contractors shall be entitled to an adjustment in the time for performance equivalent to the time lost, as well as reimbursement for the additional costs or expenses incurred.
- 22 National Pipeline Contractors shall not be liable for delay related damages that Customer might incur, unless National Pipeline Contractors has delayed the Schedule and is found by a trier-of fact to not be entitled to an extension of time.
- 23 National Pipeline Contractors will provide the following insurance coverages and policy limits: (1) Commercial general liability-- \$1,000,000 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability-- \$1,000,000 combined single limit each occurrence; (3) Umbrella or excess liability-- \$1,000,000 each occurrence and \$2,000,000 aggregate; (4) Workers compensation-- the statutory minimum. The commercial general liability coverage to be provided by National Pipeline Contractors shall apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of National Pipeline Contractors and/or its lower-tiered subcontractors and suppliers. In the event an additional insured endorsement is required, such additional insured coverage shall be limited to Customer, and no other person or entity, and shall be provided on an ISO CG 2009 additional insured form or its equivalent.
- 24 National Pipeline Contractors will indemnify Customer for the Warranty Period from claims for bodily injury and/or damage to the property of others that are caused as a result of its negligence in performing its Work. National Pipeline Contractors will not indemnify others, nor will it indemnify Customer as a result of Customer's own negligent acts or omissions, or that of Customer's employees, agents, other trades or third parties. National Pipeline Contractors' indemnification obligation is expressly limited to the amount of insurance proceeds that Customer may recover under or with respect to the insurance coverages and policies that National Pipeline Contractors has agreed to provide.
- 25 Customer agrees to indemnify and hold National Pipeline Contractors and its subcontractors and suppliers harmless from claims, costs, suits, judgments, expenses, attorneys' fees and other professional fees, on account of any damages caused in whole or in part, and which arise out of the respective acts or omissions of Customer and its consultants, agents or employees.
- 26 If Customer fails to perform any of its obligations hereunder, including, but not limited to the timely payment of progress payments, National Pipeline Contractors shall have the right to give Customer written notice thereof, stating the nature of the default. If Customer does not cure such default within five (5) business days after receipt of such notice, National Pipeline Contractors shall have the right to terminate the Proposal/Contract by giving Customer written notice thereof. National Pipeline Contractors shall then submit a final termination settlement invoice reflecting the actual cost of Work furnished, including any acceleration, delay or disruption costs related thereto, plus fifteen percent (15%) markup for National Pipeline Contractors' overhead and profit, and Customer shall pay such final termination invoice within ten (10) days of its receipt.

- 27 If a dispute arises between the parties to this Agreement, the dispute shall be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in Las Vegas, Nevada and in accordance with its Construction Industry Arbitration Rules or to litigation at National Pipeline Contractors' election, and judgment on the award rendered by the Arbitrator(s) may be confirmed by any court having jurisdiction thereof. In the event Customer defaults in the performance of any of the Terms and Conditions herein and National Pipeline Contractors places this Agreement in the hands of attorneys for enforcement of all or any part of this Proposal/Contract, National Pipeline Contractors shall be entitled to its reasonable attorney's fees incurred for the services of such attorney, whether or not suit or arbitration is actually filed. Customer shall be finally and conclusively bound by the final decision reached in any Arbitration proceeding. The laws of the State of Nevada shall govern the terms and conditions of this Agreement. National Pipeline Contractors shall not be bound by decisions and/or judgments rendered in proceedings to which it was not a party, nor will National Pipeline Contractors pay the attorneys fees and costs that Customer incurs to pursue the collection of monies that may be owed to National Pipeline Contractors from any higher-tiered contractor or owner. National Pipeline Contractors further does not agree to consolidate any arbitration that may take place between Customer and National Pipeline Contractors with arbitrations between Customer and other parties, nor does National Pipeline Contractors agree to the joinder of any third parties into any arbitration between National Pipeline Contractors and Customer.
- 28 The Proposal/Contract and the Terms and Conditions constitute the entire agreement between the parties. All negotiations, modifications and agreements prior to the date hereof are merged into this Proposal/Contract and are superseded hereby.
- 29 National Pipeline Contractors reserves the right to assign the Proposal/Contract, to withdraw the Proposal/Contract for any reason, to not provide a payment or performance bond, and to refuse to execute a contract with Customer.

Schedule of Time and Material Rates for Equipment and Labor

For Prevailing wage add \$28.00 per man hour

	Rate	Per
Vac Truck	As Billed	Hour
100K -110K LB Cat 345 Size Excavator Operated 4 Hour Minimum	\$293.00	Hour
100K -110K LB Cat 345 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$439.50	Hour
100K -110K LB Cat 345 Size Excavator w/ 7500LB Hoe Ram Operated 4 Hour Minimum	\$495.00	Hour
45K-60K LB Cat 325 Size Excavator Operated 4 Hour Minimum	\$218.00	Hour
45K-60K LB Cat 325 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$327.00	Hour
45K-60K LB Cat 325 Size Excavator Operated w/ 5000LB Hoe Ram Operated 4 Hour Minimum	\$395.00	Hour
45K-60K LB Cat 325 Size Excavator Operated w/ Hydraulic Grinder 4 Hour Minimum	\$535.50	Hour
4.5YD Cat 950 Size Front End Loader Operated 4 Hour Minimum	\$163.00	Hour
4.5YD Cat 950 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$244.50	Hour
3YD Cat 938 Size Front End Loader Operated 4 Hour Minimum	\$143.00	Hour
3YD Cat 938 Size Front End Loader Operated - Overtime @ 1.5 times the regular rate	\$214.50	Hour
Cat 420 Size Backhoe w/Hoe-ram 4 Hour Minimum	\$249.00	Hour
Cat 420 Size Backhoe w/Hydraulic Grinder Wheel 4 Hour Minimum	\$395.00	Hour
Cat 420 Size Backhoe Bare 4 Hour Minimum	\$93.00	Hour
Cat 420 Size Backhoe Operated 4 Hour Minimum	\$166.00	Hour
Cat 420 Size Backhoe Operated - Overtime @ 1.5 times the regular rate	\$249.00	Hour
Skid Steer Front End Loader Operated	\$113.00	Hour
Skid Steer Front End Loader Operated - Overtime	\$169.50	Hour
2000 Gallon Water Truck Operated	\$103.00	Hour
Compaction wheel	\$183.00	Day
185 Air Compressor with hoses	\$130.00	Day
Walk Behind Ramex	\$325.00	Day
Water Buffalo	\$105.00	Day
Jack hammer	\$95.00	Day
Jumping Jack Compactor	\$105.00	Day
Gas Powered Cut off saw	\$85.00	Day
Principal- 2 hour minimum	\$175.00	Hour
Principal - Overtime @ 1.5 times	\$262.50	Hour
Superintendent - 2 hour minimum	\$76.00	Hour
Superintendent Overtime @ 1.5 times the regular rate)	\$114.00	Hour

SECTION 704

BASE AGGREGATES

SCOPE

704.01.01 MATERIALS COVERED

- A. This specification covers the quality and size of mineral materials used in base courses, trench backfill, or other construction locations.
- B. The term Source shall mean any of the following:
 - 1. A permanent commercial location.
 - 2. Contractor manufactured material either commercial or on-site.

704.01.02 REFERENCE CODES AND STANDARDS:

- A. Related Interagency Quality Assurance Committee (IQAC) procedures at:
http://www.clarkcountynv.gov/Depts/public_works/construction_mgmt/Pages/Materials.aspx
 (IQAC website)

REQUIREMENTS

704.02.01 GENERAL

- A. The mineral aggregate shall be the crushed and screened product from approved aggregate deposits, except that Type I aggregate base need not be crushed. The Engineer reserves the right to prohibit the use of aggregates from any source when:
 - 1. The character of the material is such, in the opinion of the Engineer, as to make improbable the furnishing of aggregates conforming to the requirements of these specifications.
 - 2. The character of the material is such, in the opinion of the Engineer, that undue additional costs may be accrued by the Contracting Agency.
- B. The mineral aggregate shall be clean, hard, durable, free from any frozen lumps, deleterious matter, and harmful adherent coatings. Crushed Portland cement concrete and asphaltic concrete pavement will be permitted, subject to the requirements of these specifications. No materials subject to regulation as hazardous wastes as defined in the Nevada Administrative Code 444.8565 shall be allowed.

704.02.02 IQAC SOURCE QUALIFICATION

- A. For expediting of material source and type approvals, a listing of qualified materials has been provided on the IQAC website.
- B. Any listed material is considered qualified for use without a material testing submittal. However, this does not relieve the Contractor of project testing of the material as required in these specifications.
- C. The IQAC posted materials indicated in Table 1 are subject to reapproval ""annually for continued posting on the IQAC website. The procedure is annotated in Subsection [704.04.02](#), "IQAC Annual Material Prequalification."

Table 1 – IQAC Materials that Require Annual Qualification

Type II Aggregate Base
Type II Controlled Low Strength Material (CLSM)

Table 2 – Materials that Require 6-Month Qualification

Type II blended with recycled Portland Cement Concrete
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704.02.03 DEFICIENCIES

- A. If the product of a deposit is deficient in material passing the No. 16 sieve, filler from other approved deposits may be added at the crushing and screening plants. This is not to be construed as a waiver of any of the requirements contained herein.

PHYSICAL PROPERTIES AND TESTS**704.03.01 PLASTIC LIMITS**

- A. When specified, aggregates shall conform to the applicable requirements of the following table:

Table 3 – Plastic Limits

Percentage by Weight Passing 200 Sieve	Plasticity Index Maximum
0.1 to 3.0	15
3.1 to 4.0	12
4.1 to 5.0	9
5.1 to 8.0	6
8.1 to 11.0	4
11.1 to 15.0	3

704.03.02 DRAIN BACKFILL

- A. This aggregate shall conform to the following requirements:

Table 4 – Drain Rock Gradation Acceptance Limits

Sieve Sizes	Percentage by Dry Weight Passing Sieve		
	3-Inch Size	2-Inch Size	3/4-Inch Size
3-Inch	100	--	--
2-Inch	90-100	100	--
1-1/2-Inch	70-100	95-100	--
3/4-Inch	0-50	50-100	100
1/2-Inch	--	--	95-100
3/8-Inch	0-10	0-55	70-100
No. 4	--	0-25	0-70
No. 8	0-5	0-15	--
No. 200	0-3	0-3	0-3

- B. Unless otherwise specified in the contract documents, the Contractor may use any of the sizes.

Table 5 – Drain Backfill Durability Acceptance Limits

Source Requirement Test	3-Inch Size	2-Inch Size	3/4-Inch Size
Percentage of Wear (500 Rev.)	45% Maximum	45% Maximum	45% Maximum

704.03.03 TYPE I AGGREGATE BASE

A. This aggregate shall conform to the following requirements:

Table 6 – Type I Gradation Acceptance Limits

Sieve Sizes	Percentage by Dry Weight Passing Sieve	
	3-Inch Size	2-Inch Size
3-Inch	100	--
2-Inch	90-100	100
1-1/2-Inch	--	95-100
1-Inch	--	70-90
No. 4	30-65	30-65
No. 16	15-40	15-40
No. 200	2-12	2-12

Table 7 – Type I Acceptance Limits

Project Control Test	Test Method	Requirements
Sieve Analysis	AASHTO T27	Table 6
Sampling Aggregate from Calibrated Conveyor stream or belt cut ¹	AASHTO T2	--
Plasticity Index	AASHTO T90 ²	Table 3
Liquid Limit	AASHTO T89	35 Maximum
Resistance (R Value)	ASTM D2844	60 Minimum
Percentage of Wear (500 Rev.)	AASHTO T96	45% Maximum

704.03.04 TYPE II AGGREGATE BASE

A. This aggregate shall conform to the following requirements:

Table 8 – Type II Gradation Acceptance Limits

Sieve Sizes	Percentage by Dry Weight Passing Sieve
1-Inch	100
3/4-Inch	90-100
No. 4	35-65
No. 16	15-40
No. 200	2-10

¹ Sampling from a stockpile permitted only after approval of the Engineer; the conveyor device shall be calibrated every 3 months and record attached to sample document.

² Test specimens shall be prepared following the dry preparation procedure AASHTO T87.

Table 9 – Type II Acceptance Limits

Quality Control Test	Test Method	Requirements
Sieve Analysis	AASHTO T27	Table 8
Sampling Aggregate from Calibrated Conveyor stream or belt cut ³	AASHTO T2	--
Fractured Faces	Nev. T230	70% Minimum
Plasticity Index	AASHTO T90 ⁴	Table 3
Liquid Limit	AASHTO T89	35 Maximum
Resistance (R Value) or Resilient Modulus	ASTM D2844	78 Minimum for road base
	AASHTO T307	35,000 psi minimum for road base
Percentage of Wear (500 Rev.)	AASHTO T96	45% Maximum
Total Available Water Soluble Sulfates ⁵	AWWA 3500-NaD AWWA 4550 E	Less than 0.3% by dry weight of soil.

- B. Type II Plantmix Aggregate as specified in Subsection [705.03.01](#), "Plantmix and Roadmix Bituminous Base and Surface Aggregate, Types Two Fine and Coarse and Three," may be used in lieu of Type II Base Aggregate as specified above.

704.03.05 TYPE III AGGREGATE

- A. The soluble sulfate content shall not exceed 0.3 percent by dry weight of soil. The mineral shall be clean, hard, durable, free from any frozen lumps, deleterious matter, and harmful coatings. In addition thereto, the material shall conform to the gradation requirements of Type II aggregate base in accordance with Subsection [704.03.04](#), "Type II Aggregate Base," with the following property testing:

Table 10 – Type III Acceptance Limits

Quality Control Test	Test Method	Requirements
Sieve Analysis	AASHTO T27	Table 8
Sampling Aggregate from Calibrated Conveyor stream or belt cut ⁶	AASHTO T2	--
Plasticity Index	AASHTO T 90 ⁷	Table 3
Liquid Limit	AASHTO T 89	35 Maximum
No. 200 Sieve	AASHTO T 27	2-15%
Total Available Water Soluble Sulfates ⁸	AWWA 3500-NaD AWWA 4550 E	Less than 0.3% by dry weight of soil

704.03.06 CRUSHED ROCK

- A. Crushed rock shall be the product from approved aggregate deposits and shall only be used as directed by the Contracting Agency. The mineral aggregate shall be clean, hard,

³ Sampling from a stockpile permitted only after approval of the Engineer; the conveyor device shall be calibrated every 3 months and record attached to sample document.

⁴ Test specimens shall be prepared following the dry preparation procedure AASHTO T87.

⁵ Required only for placement around waterline pipe.

⁶ Sampling from a stockpile permitted only after approval of the Engineer.

⁷ Test specimens shall be prepared following the dry preparation procedure AASHTO T87.

⁸ Required only for placement around waterline pipe.

durable, free from any frozen lumps, deleterious matter, and harmful coatings. In addition thereto, the material shall conform to the following gradation requirements:

Table 11 – Crushed Rock Gradation Acceptance Limits

Sieve Sizes	Percentage of Weight Passing
3/8-Inch	100
No. 4	20-80
No. 200	0-15

Table 12 – Crushed Rock Acceptance Limits

Quality Control Test	Test Method	Requirements
Sieve Analysis	AASHTO T 27	Table 11
Sampling Aggregate From Calibrated Conveyor stream of belt cut ⁹	AASHTO T 2	-----
Fractured Faces	Nev. T 230	90% Minimum
Plasticity Index	AASHTO T 90 ¹⁰	Table 3
Liquid Limit	AASHTO T 89	35 Maximum
Percentage of Wear (500 Rev.)	AASHTO T 96	45% Maximum
Total Available Water Soluble Sulfates ¹¹	AWWA 3500-NaD AWWA 4550 E	Less than 0.3% by dry weight of soil

704.03.07 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

- A. CLSM shall consist of a low-strength, self-leveling concrete material composed of various combinations of cement, fly ash, aggregate, water, and chemical admixtures. CLSM shall have a design compressive strength at an age of 28 days within the ranges required below for the specified class:
1. Class I - (50 to 150 psi): Specified where the maximum strength is of primary concern due to the desire to have material that can be excavated in the future with relative ease.
 2. Class II – (100 to 300 psi): Specified where the minimum strength is of primary concern for pipe support.
 3. Class Special (as shown in project specifications or drawings): Specified where project unique criteria, such as erosion control, are the primary concern.
 4. Class I and II CLSM:
 - a. The mix shall result in a product having a slump in the range of 6 to 10 inches at the time of placement.
 - b. The Source of Contractor shall submit a mix design for approval by the Engineer prior to placement.
 - c. The mix design shall be supported by laboratory test data verifying the potential of the mix to comply with the requirements for these specifications.

⁹ Sampling from a stockpile permitted only after approval of the Engineer; the conveyor device shall be calibrated every 3 months and record attached to sample document.

¹⁰ Test specimens shall be prepared following the dry preparation procedure AASHTO T87.

¹¹ Required only for placement around waterline pipe.

- B. CLSM shall be proportioned in general compliance with the methods outlined in ACI 211.1-91, reapproved 1997, "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete." The following materials shall be used:
1. Cement shall meet the requirements of Section [701](#), "Hydraulic Cement." Type V cement shall be used unless otherwise specified.
 2. Fly ash shall meet the requirements of Section [729](#), "Fly Ash." Fly ash not meeting the requirements of Section [729](#), "Fly Ash," may be used if prior testing indicates to the satisfaction of the Engineer the ability of the CLSM with this fly ash to meet these specifications.
 3. Water shall meet the requirements of Section [722](#), "Water."
 4. Aggregates shall have 100 percent by total weight of the aggregate passing the 1 inch screen and 15 percent or less passing the No. 200 sieve. The aggregate shall meet the plastic limits requirements of Subsection [704.03.01](#), "Plastic Limits."
 5. Chemical admixtures shall meet the requirements of Subsection [702.03.02](#), "Air-Entraining Admixtures," and Subsection [702.03.03](#), "Admixtures Other Than Air-Entraining."
 - a. Other admixtures specifically approved for CLSM may be used.
 - b. All materials proportions shall be measured and the CLSM mixed in accordance with Section [501](#), "Portland Cement Concrete."
 - c. Other proportion measuring and CLSM mixing systems are acceptable, if control can be demonstrated to be satisfactory to the Engineer.
 - d. These other methods include continuous feed, volumetric measurement of proportions, and pug mill and continuous mixing plants.
- C. If the CLSM mix does not produce a flowable consistency or exhibits excessive bleeding, the mix shall be adjusted.
1. Excessive bleeding is considered to occur when water flows from the CLSM in a manner that causes disturbance or displacement of the exposed surface of the CLSM.
 2. Mix adjustments shall include, but not be limited to: aggregate gradation, cementitious material content, admixtures, water content, or a combination of adjustments.
- D. The testing procedures for approval of CLSM mix designs by the IQAC or if required in the contract special provisions shall be as follows:
1. The material Source, which may be the Contractor, shall cast one set of six each 4-inch diameter by 8-inch high specimens in split cylinders.
 2. No rodding method shall be used for the placement of the CLSM into the cylinders.
 3. All field curing and environmental protection shall conform to AASHTO T23, "Test Methods for Making and Curing Concrete Test Specimens in the Field."
 4. The cast specimens shall then be laboratory-cured in a 100 percent humidity, temperature-controlled concrete cure room (cure tanks shall not be used).
 5. Compressive strength testing shall be performed in accordance with AASHTO T22 and T23 with samples from each set at the ages of 7, 28, and 90 days.

6. A report of the results shall be submitted to the Engineer.
- E. Class Special: The compressive strength testing procedures shall be as specified in the project specifications or on the project drawings.
- F. **Bonded Aggregate Fill (BAF):**
 1. This material is a crushed rock-cement slurry consistency.
 2. BAF may be used only with the prior approval of the Engineer.
 3. The material Source shall have it designed under the responsible charge of a Nevada PE, and the mix shall consist of a gap-graded 1/2-inch maximum nominal size crushed gravel with a 1-sack minimum Type V cement and water slurry.
 4. The material shall be plant mixed and placed from a truck.
 5. Due to the gap-graded nature of the material, it shall not be used where water drainage is an issue and in all cases shall use dams as specified in Subsection [208.03.16](#), "Drain Backfill."
 6. This procedure does not require concrete cylinder break testing; however, it does require a visual inspection and shall be documented in a report to the Engineer summarizing the inspection to be performed as follows:
 - a. After the first batch is placed and initially cured, excavate to the bottom of the pipe or structure.
 - b. If a self-supporting vertical face is maintained, the material is functioning properly.

704.03.08 AGGREGATE FOR PORTLAND CEMENT TREATED BASE

- A. This aggregate shall conform to the following requirements:

**Table 13 – Portland Cement Treated Base Gradation
Acceptance Limits**

Sieve Sizes	Percentage by Dry Weight Passing Sieve
3-Inch	100
2-Inch	90-100
No. 4	35-75
No. 200	20

Table 14 – Portland Cement Treated Base Acceptance Limits

Test	Test Method	Requirements
Sieve Analysis	AASHTO T27	Table 13
Sampling Aggregate from Calibrated Conveyor stream or belt cut ¹²	AASHTO T2	1/1000 Tons per day or portion thereof
Percentage of Wear (500 Rev.)	AASHTO T96	45% Maximum

- B. Aggregate for cement or lime treated bases will be sampled as follows:
 1. Where the material is being mixed at a stationary plant, samples will be taken from the conveyors just prior to delivery to the mixer and prior to adding lime or cement.

¹² Sampling from a stockpile permitted only after approval of the Engineer. The conveyor device shall be calibrated every 3 months and record attached to sample document.

2. Where material is being mixed on the roadbed, samples will be taken after the material has been placed on the roadbed and processed and prior to adding cement or lime.

704.03.09 SHOULDERING MATERIAL

- A. This aggregate shall conform to the following requirements:

Table 15 – Shouldering Material Acceptance Limits

Sieve Sizes	Percentage by Dry Weight Passing Sieve
1-Inch	100
3/4-Inch	90-100
No. 4	35-65
No. 16	15-40
No. 200	2-6

704.03.10 AGGREGATE BASE MATERIAL WITH RECYCLED ASPHALT PAVEMENT (RAP) AND CONCRETE

- A. The use of recycled asphalt pavement or recycled concrete for Type II Aggregate Base is permitted with the following requirements:

1. The material must conform to the requirements of Subsection 704.03.04 "TYPE II AGGREGATE BASE."
2. The maximum ratio of crushed concrete to Type II Aggregate Base is 50%. Recycled materials must be substantially free of foreign matter including but not limited to asphalt, base, dirt, reinforcing steel, and have at most 1.5% deleterious material.
3. The maximum ratio of the crushed recycled asphalt concrete pavement (RAP) to Type II Aggregate Base is 30%. The mean oil content shall be 1.2% with a +0.3% tolerance. The Total Oil Content of the blended material (virgin aggregate and RAP) shall not exceed 1.5%.

- A.B. The maximum qualification period is six (6) months for aggregate base materials blended with recycled aggregates. The entire qualification process must be completed prior to the first day of April and the first day of October of each calendar year. The report format, as outlined in Subsection 704.04.05 "REPORT FORMAT" shall include the sieve analysis for RAP or recycled concrete stockpile, Blended aggregated, the RAP binder content and blended binder content.

04SOURCE QUALITY CONTROL TESTING

704.04.01 GENERAL

- A. There are 2 testing aspects to Source material acceptance.
 1. Testing by the Source for annual posting on the IQAC website of qualified materials.
 2. Contractor project quality control Source testing for non-qualified materials.
- B. The acceptance of the Source material shall be at the production plant while the acceptance of the Contractor-placed material is at the project site.
- C. Any laboratory submitting to an agency shall be R-18 AASHTO accredited in the appropriate test method in accordance with Table 16, "Source Quality Control Testing Requirements,"

where applicable and testing reviewed and stamped by a Nevada professional engineer who has responsible charge of the work. The use of a professional engineer by the Source could be the Source staff engineer or third party, but the professional engineer must have responsible charge of the testing and/or inspection.

704.04.02 IQAC ANNUAL MATERIAL PREQUALIFICATION

- A. Each individual location or "pit" shall be referred to as a "Source." The responsibility for testing and inspection is the material Source. Material shall be tested, inspected, and certified in accordance with Table 16 "Source Quality Control Testing Requirements." The Source shall submit to the IQAC agency engineer assigned for that Source. The reviewing agency is listed on the IQAC website page next to the Source material.
- B. Test data shall be included with the certifying document.
- C. The maximum qualification period is 1 year, or 6 months for aggregate blended with crushed concrete. The entire qualification process shall be completed, in accordance with the sections above, prior to the first day of April, or for aggregates blended with crushed concrete, the first day of April and the first day of October of each year. This includes, but is not limited to, submittal, agency review, all required retesting, and qualification from the IQAC member.

704.04.03 NON-PREQUALIFIED MATERIALS

- A. If the material is not posted on the IQAC web page, the Source may elect to submit non-prequalified material to the Engineer for approval prior to use that complies with the above noted specification and shall have been tested within 60 days of the intended use.

704.04.04 SUBMITTAL

- A. All tests specified in this section shall be performed.
 - 1. The report(s) shall include any graphical representation of plotted data such as the R-value or the Proctor value(s) along with the pit name and location.
 - 2. The most current ASTM, AASHTO, NDOT, and AWWA methods shall be used when performing the tests.
- B. All samples shall be "cut" from the "belt." When circumstances do not allow for sampling during production, the Source shall coordinate with the Engineer to identify an alternative plan for sampling.
- C. IQAC Annual Submittal
 - 1. For the purposes of IQAC submittal, the Engineer is the IQAC reviewing agency as noted on the IQAC web page.
 - 2. For the annual submittal by the supplier, the material to be approved for use as aggregate shall be obtained and "split" by an AASHTO accredited laboratory with the Engineer present at the time the sample is obtained with the sample large enough for a full suite of testing for the Source and Engineer.
 - 3. The Engineer shall be notified a minimum of 48 hours prior to obtaining the sample.
 - 4. If the Engineer is not present during the sampling of the material, the results for that sample will not be accepted.
 - 5. Sampling shall be performed during normal working hours for the Engineer.

6. If the Source laboratory results are in compliance with the above noted specifications, Source shall submit the test report to the Engineer within 21 days of sampling requesting the review and approval of the materials for the proposed use of the material.
7. Notification by the Source of samples not in compliance with the above noted specifications is requested but not required. Samples without notification or a qualification submittal within the 21-day period will be assumed by the IQAC to be outside the above noted specifications.
8. The agency Engineer for a particular pit may accommodate minor adjustments for "tuning" of an operation. This courtesy shall not be extended during the qualification process.

D. Non-qualified materials (materials not posted on the IQAC list)

1. The material to be approved for use as aggregate shall be obtained and "split" by an AASHTO accredited laboratory with the Engineer present at the time the sample is obtained with the sample large enough for a full suite of testing for the Source and Engineer.
 - a. The Engineer shall be notified a minimum of 48 hours prior to obtaining the sample.
 - b. If the Engineer is not present during the sampling of the material, the results for that sample will not be accepted.
 - c. Sampling shall be performed during normal working hours for the Engineer.
 - d. If the Source laboratory results are in compliance with the above noted specifications, the Source shall submit the test report to the Engineer within 21 days of sampling with a letter requesting the review and approval of the materials report for the proposed use of the material.
2. Notification by the Source of samples not in compliance with the above noted specifications is requested but not required.
 - a. Samples without notification or a qualification submittal within the 21-day period will be assumed by the IQAC to be outside the above noted specifications.
 - b. The Source shall submit the material test report to the Engineer no earlier than 60 days and no later than 14 days prior to use.
3. The qualification is for one project only.

704.04.05 REPORT FORMAT

- A. The report shall be prepared and stamped by, or under the direction of, a professional engineer registered in the state of Nevada. The report shall be on the standard IQAC¹³ form and shall include the pit name and location. The report shall include the following:
 1. Recommendation by the Source Professional Engineer.

¹³ The form is on the IQAC website, or use an Agency approved form

2. The testing results in accordance with the appropriate Table 16, "Source Quality Control Testing Requirements," test methods and reporting requirements, along with any graphs and charts.
- B. When "no exceptions" are taken, a conditional posting on the web site will be provided by the IQAC within 10 days of the receipt of the submittal.
- C. Discrepancies between test results will be reviewed on a case-by-case basis. The Engineer will notify the aggregate producer of substantial test variations within 10 days of receipt of the qualification submittal.

704.04.06 SAMPLING AND TESTING

- A. When the Contractor/Material Source or Engineer acquires aggregate samples at an aggregate production plant, the plant shall provide a calibrated mechanical means for obtaining samples.
1. If a mechanical means is not provided, a belt cut from a stopped conveyor will be required.
 2. Any mechanical sampling device shall be approved by the Engineer prior to starting the respective phase of the project, or shall have been approved as part of a prior plant inspection by the Engineer or the Engineer's representative.
 3. The sampling device shall be so constructed to provide for simultaneous "cutting" of the entire section of material being discharged or conveyed, and so constructed that small representative samples may be taken frequently and these samples combined to form the complete sample.
 4. The reference method for the mechanical procedure shall be a "belt cut" sample taken from a stopped conveyor belt.
 5. Samples of the finished product of the plant shall be obtained prior to or as the material leaves the conveyor belt for the bin or stockpile.
- B. Test results run from samples taken will be furnished to the Engineer by the Contractor or the Contractor's representative. The results of such tests shall not be the basis for final acceptance of the material.
- C. Sampling for final acceptance of materials will be as required in the appropriate USS sections and in general shall comply with the AASHTO requirements, where applicable, and with any exception to the method(s) listed on the IQAC website.

Table 16 – Source Quality Control Testing Requirements¹⁴

Spec Section	Description	Item	Reference Specification and/or Test Procedure	Frequency
704.03.02 , 704.03.03 , 704.03.04 , 704.03.08	Drain Rock	Submittal	IQAC and/or Agency Requirements	Annually for IQAC Source Approval OR per project
	Type I, Type II Aggregate	Sampling from calibrated conveyor stream or belt cut	AASHTO T2	1/day at plant
	Cement treated	Sieve Analysis	AASHTO T11 & T27	1/day at plant

¹⁴ Review the IQAC website for any exceptions to the listed test methods.

Table 16 – Source Quality Control Testing Requirements¹⁴

Spec Section	Description	Item	Reference Specification and/or Test Procedure	Frequency
	base	Percentage of Wear (500 Rev.)	AASHTO T96	Annually for Source Approval OR per project
704.03.04 , 704.03.05 , 704.03.06	Drain rock, Type II, and Type III aggregate around water pipe	Total Available Water Soluble Sulfates ¹⁵	AWWA 3500-NaD AWWA 4550 E	1/month at plant
704.03.03 , 704.03.04	Type I and Type II Aggregate	Plasticity Index	AASHTO T90 ¹⁶	1/day at plant
		Liquid Limit	AASHTO T89	1/day at plant
		Resistance (R Value) or Resilient Modulus	ASTM D2844	Annually for IQAC Source Qualification OR per project
			AASHTO T307	Annually for IQAC Source Qualification OR per project
704.03.07	CLSM	Mix Design	USS 704.03.07	Annually for IQAC Source Qualification OR per project
		Compressive Strength	USS 208.02.07 & AASHTO T22, T23	Annually for IQAC Source Qualification OR per project
	CLSM-BAF	Visual Inspection Report	USS 208.02.07 Split cylinders	Annually for IQAC Source Qualification OR per project

¹⁵ Required only for placement around waterline pipe¹⁶ Test specimens shall be prepared following the dry preparation procedure AASHTO T87

Meagan West

From: Bob Kingston <kingston@snhd.org>
Sent: Wednesday, March 4, 2026 6:55 AM
To: Jacob Westerman; David Salter; Thessa Fernando; Meagan West; William Quigley
Cc: Ashley Wheeler; Corey Morrison; Keith, David; Veralynn Orewyler; Jason Frame
Subject: FW: Invoice 70718 - BSL 3 and Public Improvements - GES Project No. 20246923C1
Attachments: CoLV MT 106 (NILO).pdf; 15665 Lab Results.pdf; RFC_006 - Type II Backfill due to Existing soil condition.pdf; RTC Section 704.pdf

Jacob,

Thank you for clarifying.

Megan,

Please include this email thread and backup to PCO5 and submit a draft to me to review.

Thank you 😊

Bob



Our Mission: To assess, protect, and promote the health, the environment, and the well-being of Southern Nevada communities, residents, and visitors.

Bob Kingston, MSEE, PE, CHFM

*Chief Facilities Officer
Southern Nevada Health District*

Mailing Address: P.O. Box 3902, Las Vegas, NV 89127

Physical Address: 280 S. Decatur Blvd., Las Vegas, NV 89107

Phone/Text: 702-203-5167

Email: kingston@snhd.org

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From: Jacob Westerman <jacob.westerman@ges-west.com>

Sent: Tuesday, March 3, 2026 3:51 PM

To: Bob Kingston <kingston@snhd.org>

Cc: Dahlia Keegan <keegan@SNHD.ORG>; Ashley Wheeler <wheelera@SNHD.ORG>; Corey Morrison <morrison@snhd.org>; Keith, David <dkeith@ewingcole.com>; David Salter <David.Salter@ges-west.com>; Thessa Fernando <Thessa.Fernando@ges-west.com>

Subject: RE: Invoice 70718 - BSL 3 and Public Improvements - GES Project No. 20246923C1

Good afternoon, Bob,

The rejection of the sampled material for use as NILO is based on the following criteria:

- CoLV Procedure No. PWOIT-MT 106 Revision 6 (attached)
 - o Section 5.1.2 – states that NILO shall meet the requirements of Clark County Standard Specifications Section 704
- Clark County Standard Specifications Section 704 (attached)
 - o Table 3 – Plastic Limits
 - o Table 6 – Type I Gradation Acceptance Limits
 - o Table 7 – Type I Acceptance Limits

The sampled material had 33% passing the #200 sieve, as shown on the Grain Size Distribution sheet of our lab testing, which in turn throws it out of spec for the Atterberg Limits (Plasticity Index)

Hope this helps. Please let us know if you have any additional questions or need any additional information.

Respectfully,

Jacob Westerman, MSI, CWI

Construction Management Specialist

Cell: (702) 861-2197

Dispatch: (702) 721-1940

From: Bob Kingston
Sent: Friday, February 27, 2026 12:24 PM
To: Jacob Westerman <jacob.westerman@ges-west.com>
Cc: Corey Morrison <morrison@snhd.org>; Ashley Wheeler <wheelera@SNHD.ORG>
Subject: Soil sample issue SNHD Lab Expansion Project

Hello Jacob,

The contractor told me this morning that there were issues with the soil sampling on our Lab Expansion project and provided this report.

I don't see anything on the report as a summary of findings, can you provide that to support and justify a change order for clean type II backfill on the project.

Thank you 😊

Bob

Bob Kingston, MSEE, PE, CHFM
Chief Facilities Officer

Southern Nevada Health District
Mailing Address: P.O. Box 3902, Las Vegas, NV 89127
Physical Address: 280 S. Decatur Blvd., Las Vegas, NV 89107
Phone/Text: 702-203-5167
Email: kingston@snhd.org

From: William Quigley <william.quigley@korteco.com>
Sent: Friday, February 27, 2026 11:54 AM
To: Bob Kingston <kingston@snhd.org>; Meagan West <meagan.west@korteco.com>
Cc: Yarity Rodriguez <yarity.rodriguez@korteco.com>
Subject: Re: Type II backfill

Bob,

Please see the attached report, Jacob Westerman stated that there lab results do not meet the NILO requirements.

Thank you,

William Quigley | Project Superintendent
THE KORTE COMPANY
[315.708.3276](tel:315.708.3276) (Cell)

From: Bob Kingston <kingston@snhd.org>
Sent: Friday, February 27, 2026 11:42 AM
To: William Quigley <william.quigley@korteco.com>; Meagan West <meagan.west@korteco.com>
Cc: Yarity Rodriguez <yarity.rodriguez@korteco.com>
Subject: Re: Type II backfill

Excellent. Thank you 😊

Bob Kingston, MSEE, PE, CHFM
Chief Facilities Officer

Southern Nevada Health District
Mailing Address: P.O. Box 3902, Las Vegas, NV 89127
Physical Address: 280 S. Decatur Blvd., Las Vegas, NV 89107
Phone/Text: 702-203-5167
Email: kingston@snhd.org

From: William Quigley <william.quigley@korteco.com>
Sent: Friday, February 27, 2026 11:41:18 AM
To: Meagan West <meagan.west@korteco.com>; Bob Kingston <kingston@snhd.org>
Cc: Yarity Rodriguez <yarity.rodriguez@korteco.com>
Subject: Re: Type II backfill

I reached out to GES and should be getting the paperwork shortly.

Thank you,

William Quigley | Project Superintendent
THE KORTE COMPANY
[315.708.3276](tel:315.708.3276) (Cell)

From: Meagan West <meagan.west@korteco.com>
Sent: Friday, February 27, 2026 11:36 AM
To: Bob Kingston <kingston@snhd.org>
Cc: Yarity Rodriguez <yarityz.rodriguez@korteco.com>; William Quigley <william.quigley@korteco.com>
Subject: Re: Type II backfill

Hi Bob,

I will put it together now. Anything from GES on your end? This will be tracked under CE - 006, prime PCO 005.

Bill, can you reach out to them for the report showing the soils are unsuitable?

Thanks,

Meagan West | **Project Manager**
THE KORTE COMPANY
702.228.9551 (office)
702.531.9713 (direct)
702.449.9090 (cell)
korteco.com

From: Bob Kingston <kingston@snhd.org>
Sent: Friday, February 27, 2026 11:32:48 AM
To: Meagan West <meagan.west@korteco.com>
Cc: Yarity Rodriguez <yarityz.rodriguez@korteco.com>; William Quigley <william.quigley@korteco.com>
Subject: Re: Type II backfill

Thanks for the quick response to avoid delay. I will want to submit the report with the PCO. Will this be PCO5?

Bob Kingston, MSEE, PE, CHFM

Chief Facilities Officer

Southern Nevada Health District

Mailing Address: P.O. Box 3902, Las Vegas, NV 89127

Physical Address: 280 S. Decatur Blvd., Las Vegas, NV 89107

Phone/Text: 702-203-5167

Email: kingston@snhd.org

From: Meagan West <meagan.west@korteco.com>

Sent: Friday, February 27, 2026 10:46:50 AM

To: Bob Kingston <kingston@snhd.org>

Cc: Yaritzy Rodriguez <yaritzy.rodriguez@korteco.com>; William Quigley <william.quigley@korteco.com>

Subject: FW: Type II backfill

Bob,

These are the costs from our sub. I will put together a formal PCO for your review. I am still waiting on the report from 3rd party.

Thanks,

Meagan West | **Project Manager**

THE KORTE COMPANY

702.228.9551 (office)

702.531.9713 (direct)

702.449.9090 (cell)

korteco.com



From: Josh Tryba <josh@npcnv.com>

Sent: Friday, February 27, 2026 9:14 AM

To: Meagan West <meagan.west@korteco.com>; William Quigley <william.quigley@korteco.com>
Cc: Angel Guzman <angel@npcnv.com>
Subject: Type II backfill

Good Morning Meagan,

Due to the results of the select backfill testing, 100% type II will be required. Please see attached RFC_006 for this additional cost.

Thank You,

Josh Tryba

Cell (702)817-0931

Office (702)361-8020

Fax (702)361-4539

www.Nationalpipelinecontractors.com

P Please consider the environment before printing this e-mail



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PCO #4



PCO #004

The Korte Company
12441 US Highway 40
Highland, Illinois 62249
Phone: (618) 654-8611

Project: 91081 - Southern Nevada Health District Offsite Utilities

Prime Contract Potential Change Order #004: CE #005 - Civil Improvement Plan Updates

TO:	Southern Nevada Health District 280 South Decatur BLVD Las Vegas , Nevada 89107	FROM:	The Korte Company 12441 US Highway 40 Highland, Illinois 62249
PCO NUMBER/REVISION:	004 / 0	DATE CREATED:	1/12/2026
STATUS:	Pending - In Review	SCHEDULE IMPACT:	25 days
CONTRACT:	91081- - Southern Nevada Health District BSL-3 Civil and Site Improve	TOTAL AMOUNT:	\$226,916.31
PRIME CONTRACT CHANGE ORDER:	None		

POTENTIAL CHANGE ORDER TITLE: CE #005 - Civil Improvement Plan Updates

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #005 - Civil Improvement Plan Updates

Onsite/offsite Civil Improvement Plan updates dated 11/18/25.

ATTACHMENTS:

[VT-Construction-.pdf](#) , [_SNHD-BSL3-Laboratory-7146-AP3.pdf](#) , [_SNHD-BSL-3-Civil-&Site-Improve-Revised-Cost.pdf](#) , [_RFC_003---Plan-Changes-ONSITE-11-18-25.pdf](#) , [_RFC_002---Plan-Changes-OFFSITE-11-18-25.pdf](#) , [_highwaystripping.pdf](#) , [_2025-11-18_SNHD-BSL3-PCO-4-COLOR-MARKUP.pdf](#)

#	Budget Code	Description	Amount
1	017100-00010.Sub J.S. & S. Inc.Subcontract	001	\$3,820.00
2	321700-00999.Sub Highway Striping & Signs.Subcontract	002	\$202.00
3	312200-00999.Sub VT - Site Cut Fill & Compact Sub.Subcontract	003	\$16,283.83
4	331400-00999.Sub National Pipeline.Subcontract	004	\$83,255.06
5	321602-00999.Sub Stewart & Sundell - Concrete Sidewalks Sub.Subcontract	005	\$28,217.46
6	002300-00025.Mgmt Project Manager.Management Time	006	\$10,693.30
7	007200-00005.Mgmt Construction Supervision.Management Time	007	\$13,749.15
8	013100-00040.Mgmt Project Engineer.Management Time	008	\$2,199.70
9	002300-00010.Mgmt Project Executive.Management Time	009 Delay	\$51,803.98
Subtotal:			\$210,224.48
Computer Software Licensing (0.38% Applies to All Line Items):			\$798.85
Certified Payroll Software (0.02% Applies to All Line Items):			\$42.04
Performance Bond (0.23% Applies to All Line Items):			\$483.52
Subcontractor Default Insurance (1.25% Applies to All Line Items):			\$2,627.81
Liability Insurance (0.92% Applies to All Line Items):			\$1,934.07
Fee (5.00% Applies to All Line Items):			\$10,805.54
Grand Total:			\$226,916.31



Southern Nevada Health District
280 South Decatur BLVD
Las Vegas , Nevada 89107

The Korte Company
12441 US Highway 40
Highland, Illinois 62249

SIGNATURE DATE

SIGNATURE DATE

TITLE

TITLE

PCO #3



PCO #003

The Korte Company
12441 US Highway 40
Highland, Illinois 62249
Phone: (618) 654-8611

Project: 91081 - Southern Nevada Health District Offsite Utilities

Prime Contract Potential Change Order #003: CE #003 - Oredit for Onsite Concrete, Paving and Striping

TO:	Southern Nevada Health District 280 South Decatur BLVD Las Vegas , Nevada 89107	FROM:	The Korte Company 12441 US Highway 40 Highland, Illinois 62249
PCO NUMBER/REVISION:	003 / 0	DATE CREATED:	11/7/2025
STATUS:	Pending - In Review	SCHEDULE IMPACT:	
CONTRACT:	91081- - Southern Nevada Health District BSL-3 Civil and Site Improve	TOTAL AMOUNT:	(\$154,094.43)
PRIME CONTRACT CHANGE ORDER:	#003 - Onsite Concrete, Paving, and Striping Credit for Mob 2		

POTENTIAL CHANGE ORDER TITLE: CE #003 - Oredit for Onsite Concrete, Paving and Striping

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #003 - Onsite Concrete, Paving, Striping Credit

ATTACHMENTS:

#	Budget Code	Description	Amount
1	312200-00999.Sub VT - Site Cut Fill & Compact Sub.Subcontract	001	\$(50,406.05)
2	321602-00999.Sub Stewart & Sundell - Concrete Sidewalks Sub.Subcontract	002	\$(66,535.00)
3	321700-00999.Sub Highway Striping & Signs.Subcontract	003	\$(2,445.00)
4	017100-00010.Sub J.S. & S. Inc.Subcontract	004	\$(3,820.00)
5	002300-00025.Mgmt Project Manager.Management Time	005	\$(8,554.64)
6	007200-00005.Mgmt Construction Supervision.Management Time	006	\$(10,998.64)
Subtotal:			\$(142,759.33)
Computer Software Licensing (0.38% Applies to All Line Items):			\$(542.49)
Certified Payroll Software (0.02% Applies to All Line Items):			\$(28.55)
Performance Bond (0.23% Applies to All Line Items):			\$(328.35)
Subcontractor Default Insurance (1.25% Applies to All Line Items):			\$(1,784.49)
Liability Insurance (0.92% Applies to All Line Items):			\$(1,313.39)
Fee (5.00% Applies to All Line Items):			\$(7,337.83)
Grand Total:			\$(154,094.43)



Southern Nevada Health District
280 South Decatur BLVD
Las Vegas , Nevada 89107

The Korte Company
12441 US Highway 40
Highland, Illinois 62249

SIGNATURE

DATE

TITLE

The Korte Company

SIGNATURE

DATE

TITLE



Construction

4750 Copper Sage St. Las Vegas, NV 89115

Tel: (702) 658-7195 Fax: (702) 395-0125 NV No. 40726

FOR: SNHD BSL3 Lab

LOCATED: 700 S. MLK Blvd

DATE: 11/3/25

SNHD BSL3 Place Type II & Pave Credit

Note: This is the credit associated with the removal of the onsite Type II placement related to the onsite paving and the placement of asphalt paving onsite.

Total Credit To Remove Place Type II & Pave Onsite From Scope Of Work:	\$50,406.05
---	--------------------

Change Order Request

STEWART & SUNDELL CONCRETE

License No. 0026259B

Class C5 / Unlimited

Proposal # : 7146-AP 1 Revision 1

Submitted to: The Korte Company

Attn: Meagan West

Job Name: SNHD BSL3 Civil and Site Improvements

Job Location: 700 S Martin Luther King Blvd

Acknowledgements: Addendums 1, & 2

Job Number:

Bid Date: 31-Oct-2025

Phone: (702) 531-9713

FAX: (702) 531-9799

Cell: (702) 449-9090

Estimator: Thomas Waite

Deduct all onsite improvements as requested by Meagan West.

Onsite Mobilization	(\$2,000)
24" L Curb	(\$6,136)
6" x 12" A Curb	(\$11,095)
0" Face 6" x 12" A Curb	(\$1,295)
6" Concrete Step	(\$393)
3' Valley Gutter	(\$542)
4" Sidewalk	(\$41,904)
6" Gas Housekeeping Pad	(\$720)
3' Wide Cast-in-Place Tactile Warning	(\$2,450)
Total	(\$66,535)

ACCEPTANCE OF CHANGE ORDER - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Work completed will be processed and paid on next payment application.

Signature _____

Date _____

TERMS AND CONDITIONS

Permits, gravel, grades, bonds, engineering, and barricades provided by others.

Curb grades within +1/10' to +2/10' by others. (2" type II gravel minimum)

Stewart & Sundell Concrete will place and compact gravel under walks.

Approved subgrade for sidewalks and valley gutters provided by others.

Unit prices, field measured, prevail for billing purposes.

Excavation costs due to caliche, rocks, water, utilities, etc. will be invoiced on a time and material basis.

Excavation and backfill of drop inlets by others.

Demolition and removal by others.

Stewart & Sundell Concrete is responsible for the cosmetic integrity of concrete until cured. Any damage to concrete after that time is the responsibility of the contractor.

Access for ready mix trucks is required or there will be additional charges for pumping concrete.

Interest at the rate of 1½ % per month will be charged on balances over 30 days after billing date.

These terms and conditions to be made part of contract if proposal is accepted.



HIGHWAY STRIPING & SIGNS

Contractors License # 0055946

3425 Bunkerhill Dr. Suite B No. Las Vegas, Nv. 89032 Phone (702) 646- 8003 Fax (702) 646-9196

Customer: Korte
Job Description: Southern Nevada Health District
Location: Martin Luther King Blvd & Wellness Way

#	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	PAINTED PARKING STRIPE	180	LF	\$1.50	\$270.00
2	PAINTED ADA PARKING STALL & ACCESSIBLE ISLES	2	EA	\$400.00	\$800.00
3	INSTALL WHEEL STOP PER DETAIL 2, SHEET C-501	7	EA	\$125.00	\$875.00
4	INSTALL ADA PARKING STALL SIGNS	2	EA	\$250.00	\$500.00

All materials are guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard specifications. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. Our workers are fully covered by Worker's Compensation Insurance. Unless otherwise noted, payment terms are Net 30 days. Signed Proposal also serves as notice to lien per NRS 108.245. Unaccepted proposals are subject to change after 30 days. We reserve the right to charge a \$500.00 "no-mob" charge anytime we have to return to do work when the site is not ready for Highway Striping and Signs to proceed as scheduled due to owner / contractor issues.

Exclusions:

The following items are not included unless specifically in the proposal above:
Removal of Existing Marking Prior to Slurry Seal
Concrete / Asphalt Removal and Patching, Sign Islands,
Survey, Layout, Traffic Control, Traffic Control Permits, or Traffic Control Plans, Bonds,
Note: Highway Striping & Signs is a merit shop.

NV Contractors License # 55946 (Limit 5,200,000.00)
UT Contractors License # 5687468-5581
AZ Contractors License # R00243127 & R00243128
CA Contractors License # 914535

James Redensek

Customer Acceptance

Date



January 13, 2026

via-email
meagan.west@korteco.com

The Korte Company
Attention: Meagan West
Reference: BSL-3 Civil & Site Improvements - Credit

JS&S, Inc. proposes to provide the following items on the above-mentioned project for a contract price of \$3,820.00.

HORIZONTAL AND VERTICAL CONTROL

- J S & S will verify existing horizontal and vertical control at the project site, set site specific control points and report any discrepancies to the client.
- The latest approved plans are required prior to construction stakeout and copy of latest AutoCAD data used to create the approved improvement plans with site control points and topographic data included.

SURVEY - CREDIT

- Sidewalk/walkway will be staked at finish grade elevations as shown on grading plan.
- Curb and median island will be staked at 50-ft. stations with 1 point per station and return.

Note 1: Should JS&S Inc. be chosen as your Land Survey Subcontractor this proposal should be made as part of contract documents.

Note 2: A Total of 2 survey crew mobilizations are included in this proposal along with office support.

If you would like to discuss this proposal in more detail or increase/decrease the items shown, please do not hesitate to give me a call. Thank you for the opportunity to bid on this project.

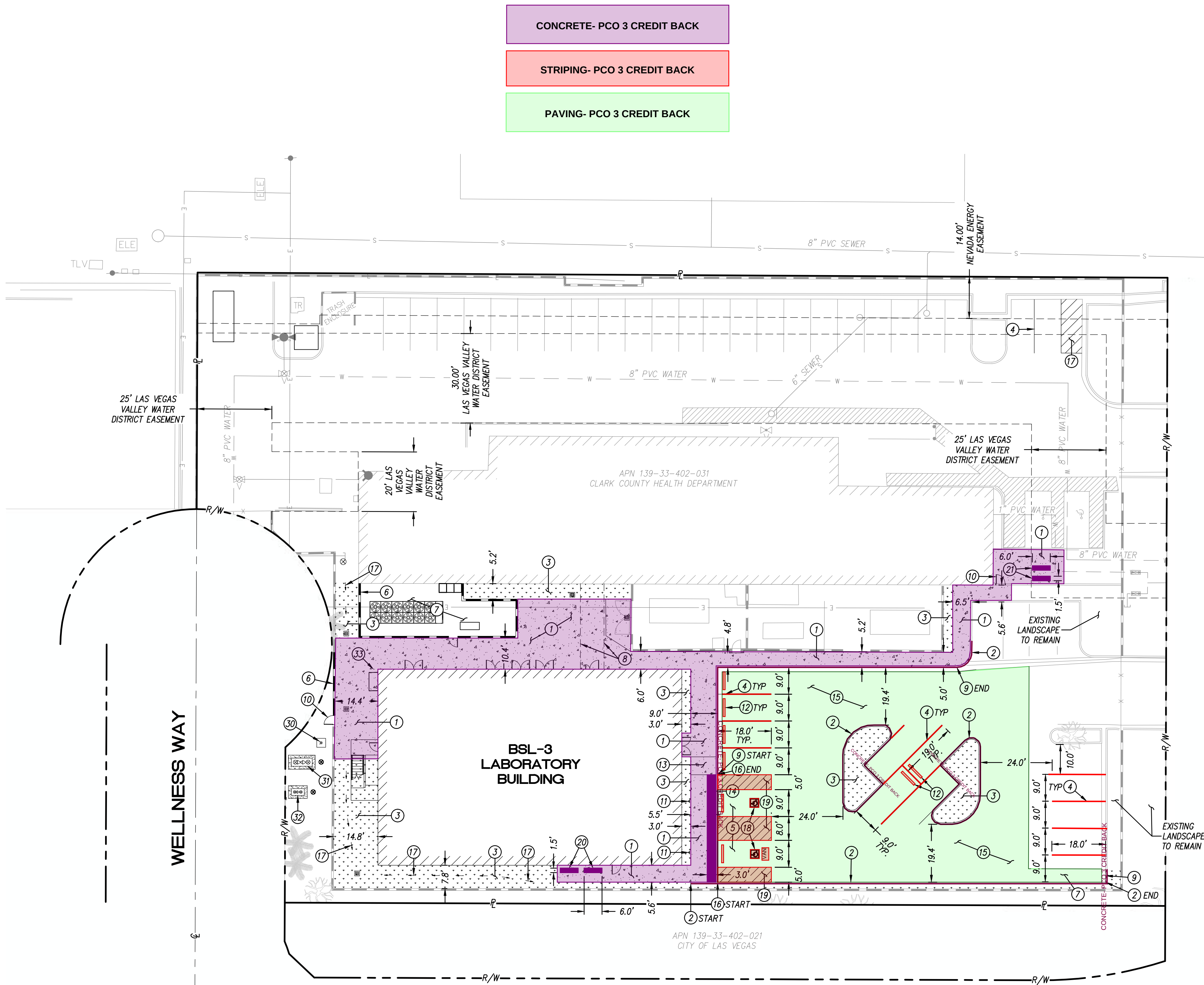
Sincerely,

Jaime Gonzalez
Owner/Vice President

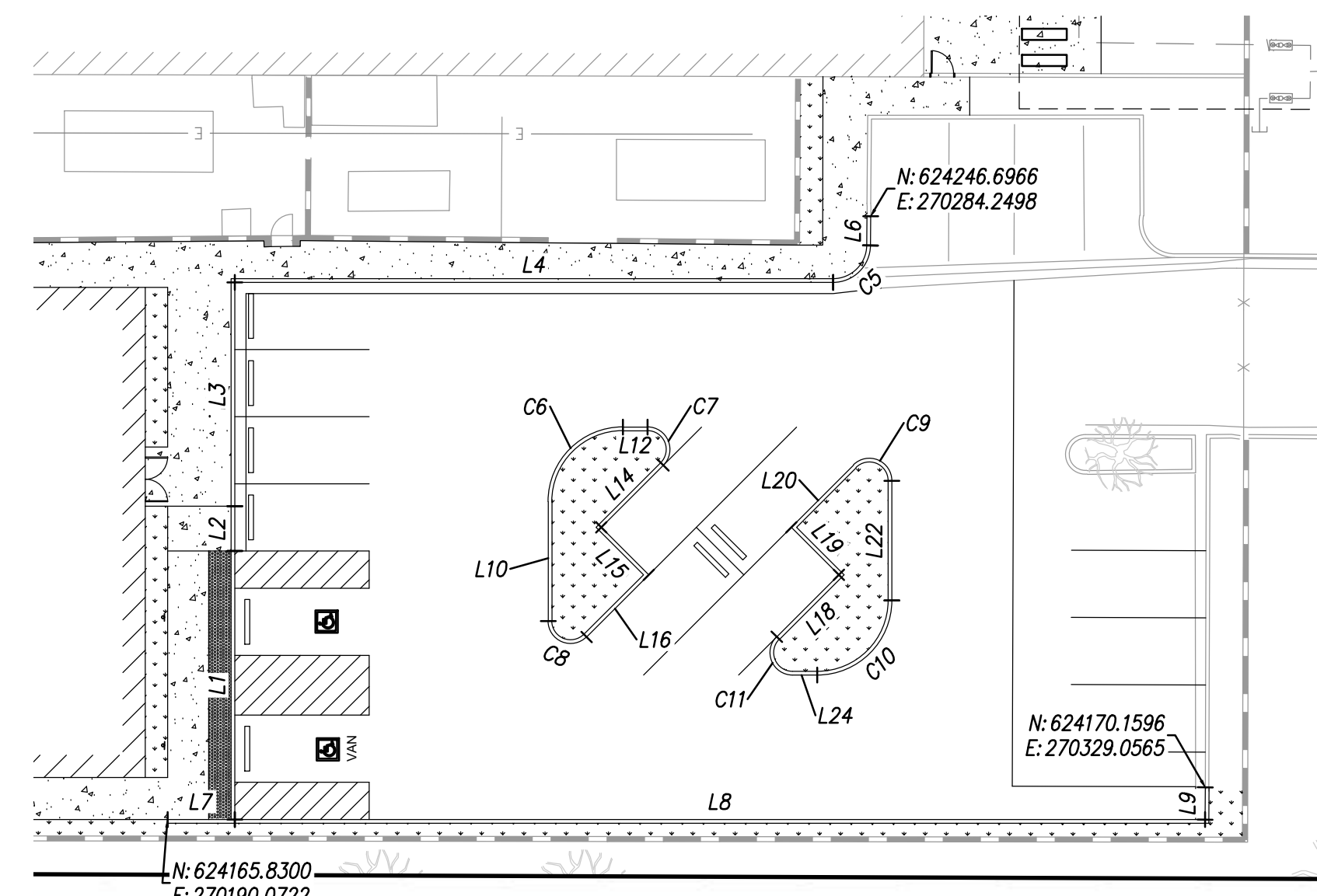
JS&S INC. IS A CERTIFIED MINORITY OWNED AND MANAGED COMPANY

2690 CRIMSON CANYON DRIVE LAS VEGAS, NV 89128 (702) 360-4838 Fax (702) 360-4839

H:\19001943.00 - Ewing Cole - SNHD BSL3 LAB-VegardEngineering\Plans\Building Permit\C-201 SNHD LAB_SITE PLAN.dwg 10/11/2024 9:02 AM



WELLNESS WAY



CURB DATA DETAIL

CURB DATA TABLE - LINE			
LINE NO.	LENGTH	BEARING	REMARKS
L1	36.00'	N0° 00' 00"E	PROPOSED 0" CURB PER DETAIL 1, C-501
L2	6.00'	N0° 00' 00"E	0" TO 6" CURB TRANSITION
L3	30.00'	N0° 00' 00"E	6" TYPE "L" C&G PER USDCCA DWG. NO. 216
L4	80.15'	N90° 00' 00"E	6" TYPE "L" C&G PER USDCCA DWG. NO. 216
L6	3.91'	N0° 28' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L7	9.00'	N90° 00' 00"E	0" TO 6" CURB TRANSITION
L8	129.97'	N90° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L9	4.33'	N0° 10' 33"E	6" TYPE "L" C&G PER USDCCA DWG. NO. 216
L10	16.02'	S0° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L12	3.29'	N90° 00' 00"W	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L14	11.76'	N45° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L15	9.00'	N45° 00' 00"W	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L16	11.79'	N45° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L18	11.76'	S45° 00' 00"W	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L19	9.00'	S45° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L20	11.79'	S45° 00' 00"W	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L22	16.02'	N0° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
L24	3.29'	N90° 00' 00"E	6" TYPE "A" CURB PER USDCCA DWG. NO. 219

CURB DATA TABLE - CURVE				
CURVE NO.	DELTA	RADIUS	LENGTH	REMARKS
C5	89.53	5.00'	7.81'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
C6	90.00	10.00'	15.71'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
C7	135.00	3.00'	7.07'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
C8	135.00	3.00'	7.07'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
C9	135.00	3.00'	7.07'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
C10	90.00	10.00'	15.71'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219
C11	135.00	3.00'	7.07'	6" TYPE "A" CURB PER USDCCA DWG. NO. 219

IMPROVEMENTS LEGED

- PROPOSED 6" CURB
- PROPOSED 6" CURB & GUTTER
- PROPOSED WALL
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LANDSCAPING
- PROPOSED AC PAVING
- PROPOSED BUILDING

CONSTRUCTION NOTES

- PROPOSED PCC SIDEWALK PER USDCCA DWG. NO. 234.
- PROPOSED 6" TYPE "A" CURB PER USDCCA DWG. NO. 219.
- PROPOSED LANDSCAPING/GRAVEL. RE-USE EXISTING GRAVEL (REMOVED AND STORED PER DEMOLITION PLAN).
- PROPOSED 4" WHITE STRIPING.
- PROPOSED ADA PARKING STALL, SEE DETAIL 3, SHEET C-501 FOR STRIPING.
- PROPOSED 8" CMU WALL PER STRUCTURAL PLANS.
- PROPOSED SERVICE YARD PER MECHANICAL PLANS.
- PROPOSED CONNECTION CORRIDOR (OVERHEAD) PER ARCHITECTURAL PLANS.
- PROPOSED 6" TYPE "L" CURB AND GUTTER PER USDCCA DWG. NO. 216.
- PROPOSED GATE PER ARCHITECTURAL PLANS.
- PROPOSED ACCESSIBLE PARKING SIGN PER DETAIL 5, SHEET C-501.
- PROPOSED WHEEL STOP PER DETAIL 2, SHEET C-501.
- PROPOSED RAMP, SEE GRADING PLAN FOR DETAILS.
- PROPOSED 3" WIDE DETECTABLE WARNING SURFACE USDCCA DWG. NO. 235 (SHEET 4 OF 4).
- PROPOSED ASPHALT CONCRETE PAVEMENT PER DETAIL 9, SHEET C-501.
- PROPOSED 0" CURB PER DETAIL 1, SHEET C-501.
- PROPOSED SWALE PER DETAIL 8, SHEET C-501.
- PROPOSED ACCESSIBLE STALL STRIPING (ISA SYMBOL) PER DETAIL 4, SHEET C-501.
- PROPOSED 45 DEGREE HATCHED STRIPING PER DETAIL 3, SHEET C-501.
- PROPOSED SHORT TERM BICYCLE PARKING PER ARCHITECTURAL PLANS.
- PROPOSED LONG TERM BICYCLE PARKING PER ARCHITECTURAL PLANS.
- PROPOSED FIRE DEPARTMENT CONNECTION (ABOVE GRADE) PER UTILITY PLAN.
- PROPOSED FIRE WATER BACKFLOW PREVENTOR (ABOVE GRADE) PER UTILITY PLAN.
- PROPOSED DOMESTIC WATER BACKFLOW PREVENTOR (ABOVE GRADE) PER UTILITY PLAN.
- PROPOSED GAS PAD (ABOVE GRADE) PER PLUMBING PLAN.



401 West A Street, Suite 320
San Diego, CA 92101
Tel: 949-417-7550

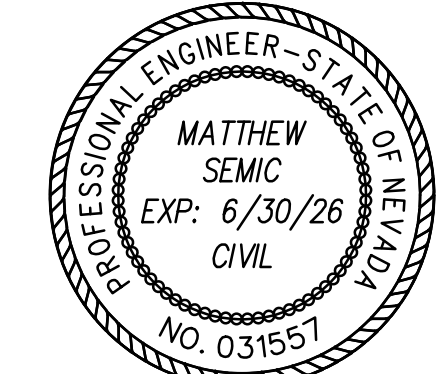
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CONSULTANTS



KEY PLAN

PRINCIPAL
MATTHEW SEMIC
RESEARCH PLANNER

ENGINEER
VANESSA BOLLES
DESIGNER
PU, KC, MM



REVISIONS

NO.	BY	DESCRIPTION	DATE
D		ISSUED FOR PLAN CHECK	10.11.2024
C		ISSUED FOR OWNERS REVIEW	09.26.2024
B		DESIGN DEVELOPMENT	05.24.2024
A		50% DD SET	05.10.2024

Southern Nevada Health District
700 South M.L.K. Blvd
Las Vegas, NV 89106

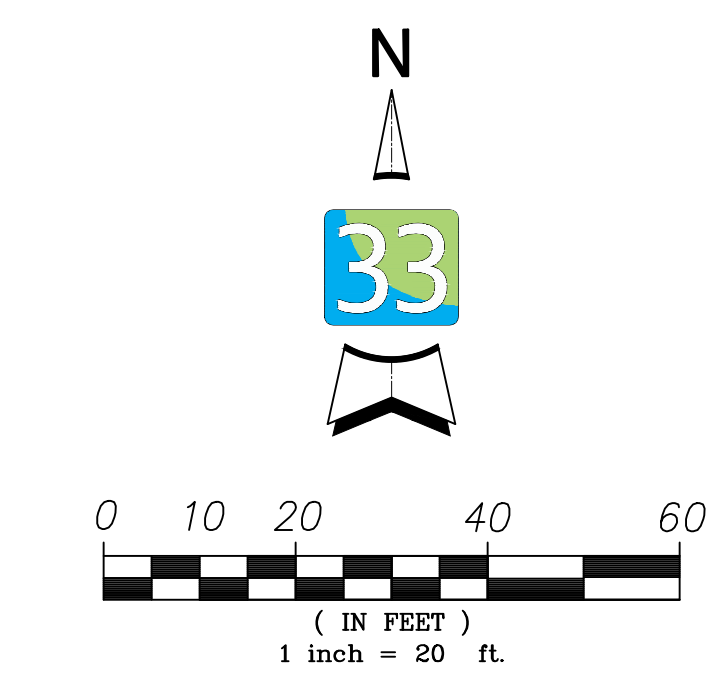
DRAWN BY: PU, KC, MM DATE: 10/11/2024

PROJECT NO.: 20230523 SCALE: NOTED

DRAWING NAME: SITE PLAN

FLOOR/SECTION PHASE: DRAWING NO.

C-201



NOT FOR CONSTRUCTION

PCO #2



Project: 91081 - SNHD BSL-3 Civil and Site Improvements
700 S. Martin L. King Blvd, Las Vegas, NV 89106

TO: **SNHD 280 South
Decatur Boulevard
Las Vegas, NV 89107**

FROM: **The Korte Company
12441 US Highway 40
Highland, Illinois 62249**

PCO NUMBER/REVISION: 002/R1 DATE CREATED: 9/19/25

STATUS: DRAFT

CONTRACT: 91081 - SNHD BSL-3 CIVIL AND SITE IMPROVEMENTS

PRIME CONTRACT CHANGE ORDER: 002

Prime Contract Potential Change Order #002: Potholing Revisions

Budget Code	Description	Amount
330000-00999.Sub Utilities	Vactor potholing for existing utilities per revised potholing plan from Latitude 33, 8/12/25.	\$ 3,378.10
017100-00010.Sub Survey	Provide survey to include horizontal and vertical controls for potholing of utilities. This proposal is for all the potholing locations provided on the original and revised plan from Latitude 33, dated 8/12/25.	\$ 4,211.50
	Credit for Owner supplied Builder's Risk Insurance from approved PCO 1 /COR 1. Builder's Risk will be removed from all future PCOs.	\$ (16.84)
	Subtotal:	\$ 7,572.76
	Computer Software Licensing (.38%)	\$ 28.78
	Certified Payroll Software (.02%)	\$ 2.08
	Performance Bond (.23%)	\$ 17.42
	Subcontractor Default Insurance (1.25%)	\$ 94.66
	Liability Insurance (.92%)	\$ 69.67
	Fee (Markup) (5%)	\$ 378.64
	Grand Total:	\$ 8,164.00



August 8, 2025

via email
Guy.Laing@korteco.com

The Korte Company

Attention: Guy Laing

Reference: Southern Nevada Health District Lab Pothole & Report

\$4,211.50

JS&S Inc. proposes to provide the following items on the above referenced project for a Contract Price of ~~\$7,560.00~~.

HORIZONTAL AND VERTICAL CONTROL

- J S & S will verify & use horizontal and vertical control as provided and set additional control if needed.
- The latest approved plans are required prior to construction stakeout and copy of latest **AutoCAD** data used to create the approved improvement plans with site control points and topographic data included.

UTILITIES

- Pothole locations will be staked with 1 point per location.
- Once excavated and utility is exposed survey will asbuilt top of utility pipe location. Contractor will give JS&S the name of the utility (gas, electric, water, etc.) and size of pipe for us to use in our description on our report. There are ³4 mobilizations included in these asbuilts which averages out to approximately 5 asbuilts per mobilization. If less mobilizations are used your contract price will be lower.
- Asbuilt information will be given to contractor as directed.

Note 1: Should JS&S Inc. be chosen as your Land Survey Subcontractor this proposal should be made a part of all contract documents. ³

Note 2: A Total of ~~5~~ mobilizations of crew time are included in this proposal along with office support.

The above scope of work includes one set of stakes. Care should be taken after stakes have been set, to preserve their location. Any additional layout, re-stakes, asbuilts or exhibits requested outside of the above-mentioned items will be conducted on a change order basis and will be added to the cost of this proposal.

Sincerely,

Jaime Gonzalez
Owner/Vice President



Underground Utilities Contractor
656 Eastgate Rd, Henderson, Nevada 89011
Phone 702-361-8020 • Fax 702-361-4539

RFC_002 - Additional Potholing per updated exhibit

Date of Proposal: 8/15/2025 ATTN: Meagan West

Proposal No:

Customer Name/Address: The Korte Company
("Customer"):Phone:
("Customer"):Fax:

Project Name/Address ("Project"): Biosafety Level 3 Lab

Owner Name/Address ("Owner"):

Customer's Surety's Name/Address ("Surety"):

Architect Name/Address ("Architect"):

Engineer's Name/Address ("Engineer"):

Plans/Drawings Sheets ("Plans"): Civil

Specification Sections ("Specifications): Updated pothole exhibit rec 8/12/25

Bid Amount: \$3,378.10

FOR THE BID AMOUNT SET FORTH ABOVE, NATIONAL PIPELINE CONTRACTORS, LLC. ("National Pipeline Contractors") PROPOSES, subject to the inclusions and exclusions identified herein and the Terms and Conditions attached hereto (which are hereby incorporated by reference as though fully set forth herein), to furnish the following identified labor, materials, equipment and/or services for the Project (the "Work"):

**MATERIAL PRICING AND AVAILABILITY SUBJECT TO CHANGE
DUE TO THE RAW MATERIAL MARKET**

Line No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Potholing Existing Utilities					
1	Crew Truck	0.25	DAY		
2	Vactor Truck PWP Rate	4	HR		
3	Asphalt Cutting/Backfill	2	EA		
4	Traffic Control	0.25	DAY		
5	Labor PWP Rate	4	HR		
				TOTAL	\$3,378.10

INCLUSIONS: The Work shall include the following:

All taxes included
Furnished & Installed
Non-union

Hydro-static testing and flush water lines
IMPORTED backfill material (Type II or Select) in pipe zone only
Temporary "cold mix" patch in paved area
Traffic Control As Needed in our work zone only

Dust Control our work area with our water truck

PROPOSAL/CONTRACT SUBMITTED BY:
NATIONAL PIPELINE CONTRACTORS, LLC.

Brittney Pittsenbarger

Authorized Signature
Project Manager

Note: Unless otherwise extended in writing, this Proposal/Contract shall become void if not accepted within 10 days from date herein.

EXCLUSIONS: The Work shall not include the following:

ALL FEES including connection fees
ALL engineering, surveying and/or staking
ROCK, WATER, CALICHE, or ANY UNDIGGABLE MATERIAL that cannot be excavated with standard Backhoe
Relocation of new or existing utilities due to conflicting alignments or elevations
SCREENING of native material for Backfill
Health sample to be done on the Domestic water line
CONSTRUCTION WATER
IMPORTED backfill material, other than in the PIPE ZONE
HAUL OFF of SPOILS from excavation or rock removal
Laboratory Testing of Native Material for Backfill
Landscaping removal or replacement
Striping of paving area, button replacement, traffic loops, slurry seal
Fire Hydrant Flow Tests
Sidewalk removal
Offsite Permits

Permanent "Hot Patch" asphalt or concrete paving or patching
Sidewalk removal and replacement
Asphalt rotomill and "open grade" paving
Adjustment/Rerouting of existing utilities

Dust Control other than our work area with our water truck
Repair of new installations damaged by other contractors
Confined Space gas detectors and equipment
Extra costs for steel road plates and barricades due to engineering problems and delays
Removal of contaminated material or asbestos concrete pipe from jobsite
Overtime or night inspection fees
Slurry Concrete for backfill for top 2' in pavement area
Weekend or Holiday work
Work in excess of 8 hours per day, including travel time
Extra equipment required due to unknown conditions not indicated on geotechnical report
Remove or abandon water wells
Stop work due to endangered species
Damages to acts of God or damages from fire
Extra equipment move- in costs

ACCEPTANCE OF PROPOSAL/CONTRACT: The labor, materials, services and/or equipment to be provided for the above Bid Amount and the Terms and Conditions incorporated herein are satisfactory and are hereby accepted. You are hereby authorized to furnish the labor, materials, services and/or equipment specified herein.

Customer signature

Print Name and Title

Date of Acceptance

All Terms and Conditions set forth herein are incorporated into the Proposal/Contract (hereinafter "Agreement" or "Proposal/Contract"), as though fully set forth in the body of the Proposal/Contract.

- 1 The labor, materials, equipment and/or services that National Pipeline Contractors, LLC. ("National Pipeline Contractors") will furnish for the Bid Amount is limited to the line-items of work, materials equipment and/or services and the inclusions, exclusions and clarifications identified in the Proposal/Contract (collectively the "Work"). Unless otherwise expressly stated in the Proposal/Contract, National Pipeline Contractors is not responsible for any shop drawings, engineering or design with respect to the Work.

- 2 The Plans and Specifications to which the Work shall be furnished and comply are those drawing sheets and specification sections identified in the Proposal/Contract and no others (collectively referred to herein as the "Proposal Documents"). National Pipeline Contractors makes no representation or warranty as to the accuracy, sufficiency or compliance of the Proposal Documents, or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to National Pipeline Contractors by the Customer, nor the compliance of any of the same with applicable laws, ordinances, rules, regulations and building codes. Furthermore, National Pipeline Contractors makes no representations as to any additional costs the Customer, the Owner or any higher-tiered Contractor may incur as the result of any known or unknown conditions, or defective or incomplete Proposal Documents. National Pipeline Contractors shall be entitled to reasonable compensation if an ambiguity or discrepancy exists in any the Proposal Documents that causes it to incur additional costs. If National Pipeline Contractors learns of any of ambiguity or discrepancy in or with respect to the Proposal Documents, it will use its best efforts to notify Customer of the same within 5 business days. However, National Pipeline Contractors shall not be responsible for any additional costs Customer may incur as a result of its failure to give such notice.
- 3 Other than the Proposal/Contract requirements, National Pipeline Contractors shall not be bound by nor does National Pipeline Contractors accept any of the duties, liabilities, obligations, responsibilities, warranties and/or guarantees Customer has agreed to undertake by way of any higher-tiered contract agreements entered into by Customer and any higher-tiered subcontractor, the prime contractor or the owner, or the requirements of any general or special conditions or any other documents that may be incorporated therein.
- 4 The performance of the Work shall be to industry standards and applicable building codes as they may apply to National Pipeline Contractors' specific trade and shall be evaluated by the Customer, any higher-tiered contractor, and the owner and any tier-of-fact on a "reasonableness standard." National Pipeline Contractors shall not be responsible for violations of applicable laws, statutes, regulations, rules, ordinances and building codes when such violations result from its construction in accordance with the requirements of the Proposal/Contract and/or the Proposal Documents.
- 5 With the exception of any manufacturer's warranty which may be applicable to any equipment National Pipeline Contractors may install, and regardless of any statutory or contractual obligation to the contrary, National Pipeline Contractors shall only guaranty and warranty its Work for a period of one (1) year from the date ("Warranty Period"): (i) its Work is substantially completed; or (ii) the owner takes beneficial occupancy of or begins to use all or a portion of the Project; whichever occurs first. National Pipeline Contractors shall only repair or replace at its cost, work of other trades in, on or about the Project that it has damaged or its Work which proves to be defective. National Pipeline Contractors shall not repair or replace its Work if damaged by others, or others' work if defective or damaged by others, unless it is paid for performing such work. While National Pipeline Contractors shall use its best efforts to notify Customer of work or materials of any preceding trade that National Pipeline Contractors believes is defective or incorrectly performed, National Pipeline Contractors shall not be responsible for the costs associated with repairing or correcting such work or materials.
- 6 All acceptances, requests, decisions, directives, interpretations, rulings, directions, approvals, condemnations, disapprovals, determinations, requirements, actions, omissions, judgments and discretion of the Customer, any higher-tiered contractor, the owner, the engineer, the architect and any of their respective employees and/or agents to be exercised under or with respect to the Proposal/Contract or the Work, shall be made under a "reasonableness standard."
- 7 Customer expressly understands and agrees that its assistance and cooperation is essential to National Pipeline Contractors' successful and timely completion of the Work. Customer and its agents shall be available upon twenty-four (24) hours notice to answer and give approval of any issues or questions that may arise during National Pipeline Contractors' performance of the Work. Should Customer be unavailable, the time fixed for completion of the Work shall be extended for a period equivalent to the time lost as the result of Customer's delay.
- 8 National Pipeline Contractors' Work shall be performed Monday through Friday in a single eight-hour daylight shift (holidays excluded), unless compensation for over-time is paid.
- 9 National Pipeline Contractors shall have the right to subcontract portions of its Work to lower-tiered subcontractors. If Customer or any higher-tiered contractor or the Owner object to any subcontractor or supplier upon whose price National Pipeline Contractors may have relied in bidding its Work, Customer agrees to pay the reasonable increases and costs National Pipeline Contractors may incur in obtaining a replacement subcontractor or supplier.
- 10 Customer agrees that it will not assert any credit, offset, backcharge or any other deduction (collectively, "backcharge") against National Pipeline Contractors, unless: (i) it has given National Pipeline Contractors a 3 business day written notice to cure the issue which is the subject of the backcharge; (ii) the issue which is the subject of the backcharge is a result of National Pipeline Contractors' acts or omissions and directly relates to National Pipeline Contractors' Work; and (iii) National Pipeline Contractors fails to begin to cure or correct the issue which is the subject of the backcharge within the 3 business days. Notwithstanding the foregoing, if National Pipeline Contractors begins to cure the issue which is the subject of the backcharge within the 3 business days, yet the issue is not one which can be completed or cured within such a time period, National Pipeline Contractors shall be given a reasonable amount of time to complete the cure of the issue. Any backcharge to be assessed against National Pipeline Contractors shall be the Customer's actual out-of-pocket costs only, without any assessment for profit and overhead.
- 11 Bid Amount is based on a progress payment schedule, schedule of values, retention reduction terms and schedule to be agreed upon and subject to National Pipeline Contractors' written approval.
- 12 Customer agrees to pay National Pipeline Contractors progress payments in the amount of ninety percent (90%) [with ten percent (10%) to be held as retention] of that portion of the value of the Work furnished that is the subject of a given progress bill or payment application within the earlier of: (i) thirty (30) calendar days after National Pipeline Contractors submits a progress bill or payment application; or (ii) ten (10) calendar days after the date Customer receives payment for such Work from any higher-tiered contractor or the owner. In the event National Pipeline Contractors is not paid the amount of a progress bill or payment application within the required time period, National Pipeline Contractors shall be entitled to: (i) stop its Work on the forty-fifth (45th) calendar day, without giving further notice, and neither National Pipeline Contractors nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer, any higher-tiered contractor and/or the owner may suffer as a result of the stopping of work; and

- (ii) immediately seek payment from Customer and Customer's Surety.
- 13 Customer agrees to pay National Pipeline Contractors its final payment within thirty (30) calendar days of the date National Pipeline Contractors' Work is substantially completed, regardless of Customer's receipt of final payment from any higher-tiered contractor or the owner.
- 14 While Customer may make reasonable changes, modifications or alterations (collectively "change" or "changes") to the Work, such changes shall be limited to those National Pipeline Contractors could have reasonably contemplated at the time it submitted this Proposal/Contract and which directly relate to its Work. National Pipeline Contractors shall be entitled to give Customer notice of any change to its Work within a reasonable amount of time after discovery of the same or after the event giving rise to the change occurred. If Customer independently has knowledge of the change, no such notice is required. Regardless of Customer's receipt or non-receipt of payment from any higher-tiered contractor and/or the owner for any such change, National Pipeline Contractors shall be entitled to an adjustment in: (i) the Bid Amount (if it will incur additional costs as a result of such change); and (2) its time for performance (if its time for performance will be increased in any way). National Pipeline Contractors shall be entitled to bill for change work upon furnishing the same and the Customer shall pay for all such change work within thirty (30) days of its receipt of National Pipeline Contractors' invoice for such Work.
- 15 All waivers and releases to be provided by National Pipeline Contractors for progress or final payment shall be limited to the amount it is actually paid pursuant to any particular progress or final bill or payment application, and shall be conditioned on the check clearing the bank upon which it is drawn and National Pipeline Contractors shall only provide Customer with an unconditional waiver and release after the check has been negotiated and cleared the bank.
- 16 In the event National Pipeline Contractors is not paid for any portion of its Work or the damages it may incur, it shall be entitled to pursue all statutory, common law and/or contractual rights it may possess
- 17 National Pipeline Contractors will pay its subcontractors and suppliers within ten (10) days of its receipt of payment from the Customer for work or materials furnished by them, unless a statutory or contractual right to withhold payment from such subcontractors and suppliers exists. Customer does not have the right to directly pay National Pipeline Contractors' subcontractors and/or suppliers.
- 18 In the event a payment or performance bond is required for National Pipeline Contractors' Work, Customer shall pay the premium cost of such bonds
- 19 Customer shall not have the right to offset or backcharge among subcontracts to which National Pipeline Contractors and Customer may both be parties.
- 20 National Pipeline Contractors will start its Work within 5 days of the last of the following to occur: (i) the date National Pipeline Contractors receives Customer's signed counterpart of the Proposal/Contract (without objection, modification or changes having been made to the same or to this Terms and Conditions sheet); or (ii) the date the agreed-to schedule for performance of the Work, requires National Pipeline Contractors to commence its operations.
- 21 If National Pipeline Contractors' Work is delayed, disrupted and/or accelerated as a result of events and/or occurrences outside National Pipeline Contractors' control that cause it to incur additional cost or expense in performing the Work (for, among other things, but not limited to: overtime, weekend, or shift work), National Pipeline Contractors shall be entitled to an adjustment in the time for performance equivalent to the time lost, as well as reimbursement for the additional costs or expenses incurred.
- 22 National Pipeline Contractors shall not be liable for delay related damages that Customer might incur, unless National Pipeline Contractors has delayed the Schedule and is found by a trier-of fact to not be entitled to an extension of time.
- 23 National Pipeline Contractors will provide the following insurance coverages and policy limits: (1) Commercial general liability-- \$1,000,000 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability-- \$1,000,000 combined single limit each occurrence; (3) Umbrella or excess liability-- \$1,000,000 each occurrence and \$2,000,000 aggregate; (4) Workers compensation-- the statutory minimum. The commercial general liability coverage to be provided by National Pipeline Contractors shall apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of National Pipeline Contractors and/or its lower-tiered subcontractors and suppliers. In the event an additional insured endorsement is required, such additional insured coverage shall be limited to Customer, and no other person or entity, and shall be provided on an ISO CG 2009 additional insured form or its equivalent.
- 24 National Pipeline Contractors will indemnify Customer for the Warranty Period from claims for bodily injury and/or damage to the property of others that are caused as a result of its negligence in performing its Work. National Pipeline Contractors will not indemnify others, nor will it indemnify Customer as a result of Customer's own negligent acts or omissions, or that of Customer's employees, agents, other trades or third parties. National Pipeline Contractors' indemnification obligation is expressly limited to the amount of insurance proceeds that Customer may recover under or with respect to the insurance coverages and policies that National Pipeline Contractors has agreed to provide.
- 25 Customer agrees to indemnify and hold National Pipeline Contractors and its subcontractors and suppliers harmless from claims, costs, suits, judgments, expenses, attorneys' fees and other professional fees, on account of any damages caused in whole or in part, and which arise out of the respective acts or omissions of Customer and its consultants, agents or employees.
- 26 If Customer fails to perform any of its obligations hereunder, including, but not limited to the timely payment of progress payments, National Pipeline Contractors shall have the right to give Customer written notice thereof, stating the nature of the default. If Customer does not cure such default within five (5) business days after receipt of such notice, National Pipeline Contractors shall have the right to terminate the Proposal/Contract by giving Customer written notice thereof. National Pipeline Contractors shall then submit

a final termination settlement invoice reflecting the actual cost of Work furnished, including any acceleration, delay or disruption costs related thereto, plus fifteen percent (15%) markup for National Pipeline Contractors' overhead and profit, and Customer shall pay such final termination invoice within ten (10) days of its receipt.

- 27 If a dispute arises between the parties to this Agreement, the dispute shall be submitted to binding Arbitration administered by the American Arbitration Association ("AAA") in Las Vegas, Nevada and in accordance with its Construction Industry Arbitration Rules or to litigation at National Pipeline Contractors' election, and judgment on the award rendered by the Arbitrator(s) may be confirmed by any court having jurisdiction thereof. In the event Customer defaults in the performance of any of the Terms and Conditions herein and National Pipeline Contractors places this Agreement in the hands of attorneys for enforcement of all or any part of this Proposal/Contract, National Pipeline Contractors shall be entitled to its reasonable attorney's fees incurred for the services of such attorney, whether or not suit or arbitration is actually filed. Customer shall be finally and conclusively bound by the final decision reached in any Arbitration proceeding. The laws of the State of Nevada shall govern the terms and conditions of this Agreement. National Pipeline Contractors shall not be bound by decisions and/or judgments rendered in proceedings to which it was not a party, nor will National Pipeline Contractors pay the attorneys fees and costs that Customer incurs to pursue the collection of monies that may be owed to National Pipeline Contractors from any higher-tiered contractor or owner. National Pipeline Contractors further does not agree to consolidate any arbitration that may take place between Customer and National Pipeline Contractors with arbitrations between Customer and other parties, nor does National Pipeline Contractors agree to the joinder of any third parties into any arbitration between National Pipeline Contractors and Customer.
- 28 The Proposal/Contract and the Terms and Conditions constitute the entire agreement between the parties. All negotiations, modifications and agreements prior to the date hereof are merged into this Proposal/Contract and are superseded hereby.
- 29 National Pipeline Contractors reserves the right to assign the Proposal/Contract, to withdraw the Proposal/Contract for any reason, to not provide a payment or performance bond, and to refuse to execute a contract with Customer.

Schedule of Time and Material Rates for Equipment and Labor

For Prevailing wage add \$28.00 per man hour

	Rate	Per
Vac Truck	As Billed	Hour
100K -110K LB Cat 345 Size Excavator Operated 4 Hour Minimum	\$293.00	Hour
100K -110K LB Cat 345 Size Excavator Operated - Overtime @ 1.5 times the regular rate	\$439.50	Hour
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PCO #1



Project: 91081 - SNHD BSL-3 Civil and Site Improvements
700 S. Martin L. King Blvd, Las Vegas, NV 89106

TO: **SNHD 280 South
Decatur Boulevard
Las Vegas, NV 89107**

FROM: **The Korte Company
12441 US Highway 40
Highland, Illinois 62249**

PCO NUMBER/REVISION: 001/0 DATE CREATED: 6/18/2025

STATUS: DRAFT

CONTRACT: 91081 - SNHD BSL-3 CIVIL AND SITE IMPROVEMENTS

PRIME CONTRACT CHANGE ORDER: NONE

Prime Contract Potential Change Order #001: Potholing

Budget Code	Description	Amount
330000-00999.Sub Utilities	Vactor potholing for existing utilities. Includes 9 areas to pothole, asphalt cutting with backfill, vactor truck, traffic/barricade plan, and final pothole report.	\$ 15,310.05
Subtotal:		\$ 15,310.05
	Computer Software Licensing (.38%)	\$ 58.18
	Certified Payroll Software (.02%)	\$ 4.21
	Builders Risk Insurance (.11%)	\$ 16.84
	Performance Bond (.23%)	\$ 35.21
	Subcontractor Default Insurance (1.25%)	\$ 191.38
	Liability Insurance (.92%)	\$ 140.85
	Fee (Markup) (5%)	\$ 765.50
Grand Total:		\$ 16,522.22



Underground Utilities Contractor
656 Eastgate Rd, Henderson, Nevada 89011
Phone 702-361-8020 • Fax 702-361-4539

RFC_001 Vactor Potholing Existing Utilities

Date of Proposal: 6/18/2025 ATTN: Meagan West

Proposal No:

Customer Name/Address ("Customer"): Phone: The Korte Company
("Customer"): Fax:

Project Name/Address ("Project"): Biosafety Level 3 Lab
Owner Name/Address ("Owner"):

Customer's Surety's Name/Address ("Surety"):

Architect Name/Address ("Architect"):

Engineer's Name/Address ("Engineer"):

Plans/Drawings Sheets ("Plans"): Civil

Specification Sections ("Specifications"):

Bid Amount: \$15,310.05

FOR THE BID AMOUNT SET FORTH ABOVE, NATIONAL PIPELINE CONTRACTORS, LLC. ("National Pipeline Contractors") PROPOSES, subject to the inclusions and exclusions identified herein and the Terms and Conditions attached hereto (which are hereby incorporated by reference as though fully set forth herein), to furnish the following identified labor, materials, equipment and/or services for the Project (the "Work"):

**MATERIAL PRICING AND AVAILABILITY SUBJECT TO CHANGE
DUE TO THE RAW MATERIAL MARKET**

Line No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Potholing Existing Utilities					
1	811 Dig Ticket	1	EA		
2	Crew Truck	2	DAY		
3	Vactor Truck PWP Rate	16	HR		
4	Asphalt Cutting/Backfill	9	EA		
5	Pothole Report	1	EA		
6	Traffic Control	2	DAY		
7	Labor PWP Rate	16	HR		
				TOTAL	\$15,310.05

INCLUSIONS: The Work shall include the following:

*All taxes included
Furnished & Installed
Non-union*

*Hydro-static testing and flush water lines
IMPORTED backfill material (Type II or Select) in pipe zone
only
Temporary "cold mix" patch in paved area
Traffic Control As Needed in our work zone only*

Dust Control our work area with our water truck

PROPOSAL/CONTRACT SUBMITTED BY:

NATIONAL PIPELINE CONTRACTORS, LLC.

Brittney Pittsenbarger

Authorized Signature
Project Manager

Note: Unless otherwise extended in writing, this
Proposal/Contract shall become void if not accepted
within 10 days from date herein.

EXCLUSIONS: The Work shall not include the following:

*ALL FEES including connection fees
ALL engineering, surveying and/or staking
ROCK, WATER, CALICHE, or ANY UNDIGGABLE MATERIAL
that cannot be excavated with standard Backhoe
Relocation of new or existing utilities due to conflicting
alignments or elevations
SCREENING of native material for Backfill
Health sample to be done on the Domestic water line
CONSTRUCTION WATER
IMPORTED backfill material, other than in the PIPE ZONE
HAUL OFF of SPOILS from excavation or rock removal
Laboratory Testing of Native Material for Backfill
Landscaping removal or replacement
Striping of paving area, button replacement, traffic loops, slurry
seal
Fire Hydrant Flow Tests
Sidewalk removal
Offsite Permits*

*Permanent "Hot Patch" asphalt or concrete paving or patching
Sidewalk removal and replacement
Asphalt rotomill and "open grade" paving
Adjustment/Rerouting of existing utilities*

*Dust Control other than our work area with our water truck
Repair of new installations damaged by other contractors
Confined Space gas detectors and equipment
Extra costs for steel road plates and barricades due to
engineering problems and delays
Removal of contaminated material or asbestos concrete pipe
from jobsite
Overtime or night inspection fees
Slurry Concrete for backfill for top 2' in pavement area
Weekend or Holiday work
Work in excess of 8 hours per day, including travel time
Extra equipment required due to unknown conditions not
indicated on geotechnical report
Remove or abandon water wells
Stop work due to endangered species
Damages to acts of God or damages from fire
Extra equipment move- in costs*

ACCEPTANCE OF PROPOSAL/CONTRACT: The labor, materials,
services and/or equipment to be provided for the above Bid Amount
and the Terms and Conditions incorporated herein are satisfactory
and are hereby accepted. You are hereby authorized to furnish the
labor, materials, services and/or equipment specified herein.

Customer signature

Print Name and Title

Date of Acceptance

All Terms and Conditions set forth herein are incorporated into the Proposal/Contract (hereinafter "Agreement" or "Proposal/Contract"),
as though fully set forth in the body of the Proposal/Contract.

1 The labor, materials, equipment and/or services that National Pipeline Contractors, LLC. ("National Pipeline Contractors") will
furnish for the Bid Amount is limited to the line-items of work, materials equipment and/or services and the inclusions, exclusions and

clarifications identified in the Proposal/Contract (collectively the "Work"). Unless otherwise expressly stated in the Proposal/Contract, National Pipeline Contractors is not responsible for any shop drawings, engineering or design with respect to the Work.

- 2 The Plans and Specifications to which the Work shall be furnished and comply are those drawing sheets and specification sections identified in the Proposal/Contract and no others (collectively referred to herein as the "Proposal Documents"). National Pipeline Contractors makes no representation or warranty as to the accuracy, sufficiency or compliance of the Proposal Documents, or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to National Pipeline Contractors by the Customer, nor the compliance of any of the same with applicable laws, ordinances, rules, regulations and building codes. Furthermore, National Pipeline Contractors makes no representations as to any additional costs the Customer, the Owner or any higher-tiered Contractor may incur as the result of any known or unknown conditions, or defective or incomplete Proposal Documents. National Pipeline Contractors shall be entitled to reasonable compensation if an ambiguity or discrepancy exists in any the Proposal Documents that causes it to incur additional costs. If National Pipeline Contractors learns of any of ambiguity or discrepancy in or with respect to the Proposal Documents, it will use its best efforts to notify Customer of the same within 5 business days. However, National Pipeline Contractors shall not be responsible for any additional costs Customer may incur as a result of its failure to give such notice.
- 3 Other than the Proposal/Contract requirements, National Pipeline Contractors shall not be bound by nor does National Pipeline Contractors accept any of the duties, liabilities, obligations, responsibilities, warranties and/or guarantees Customer has agreed to undertake by way of any higher-tiered contract agreements entered into by Customer and any higher-tiered subcontractor, the prime contractor or the owner, or the requirements of any general or special conditions or any other documents that may be incorporated therein.
- 4 The performance of the Work shall be to industry standards and applicable building codes as they may apply to National Pipeline Contractors' specific trade and shall be evaluated by the Customer, any higher-tiered contractor, and the owner and any trier-of-fact on a "reasonableness standard." National Pipeline Contractors shall not be responsible for violations of applicable laws, statutes, regulations, rules, ordinances and building codes when such violations result from its construction in accordance with the requirements of the Proposal/Contract and/or the Proposal Documents.
- 5 With the exception of any manufacturer's warranty which may be applicable to any equipment National Pipeline Contractors may install, and regardless of any statutory or contractual obligation to the contrary, National Pipeline Contractors shall only guaranty and warranty its Work for a period of one (1) year from the date ("Warranty Period"): (i) its Work is substantially completed; or (ii) the owner takes beneficial occupancy of or begins to use all or a portion of the Project; whichever occurs first. National Pipeline Contractors shall only repair or replace at its cost, work of other trades in, on or about the Project that it has damaged or its Work which proves to be defective. National Pipeline Contractors shall not repair or replace its Work if damaged by others, or others' work if defective or damaged by others, unless it is paid for performing such work. While National Pipeline Contractors shall use its best efforts to notify Customer of work or materials of any preceding trade that National Pipeline Contractors believes is defective or incorrectly performed, National Pipeline Contractors shall not be responsible for the costs associated with repairing or correcting such work or materials.
- 6 All acceptances, requests, decisions, directives, interpretations, rulings, directions, approvals, condemnations, disapprovals, determinations, requirements, actions, omissions, judgments and discretion of the Customer, any higher-tiered contractor, the owner, the engineer, the architect and any of their respective employees and/or agents to be exercised under or with respect to the Proposal/Contract or the Work, shall be made under a "reasonableness standard."
- 7 Customer expressly understands and agrees that its assistance and cooperation is essential to National Pipeline Contractors' successful and timely completion of the Work. Customer and its agents shall be available upon twenty-four (24) hours notice to answer and give approval of any issues or questions that may arise during National Pipeline Contractors' performance of the Work. Should Customer be unavailable, the time fixed for completion of the Work shall be extended for a period equivalent to the time lost as the result of Customer's delay.
- 8 National Pipeline Contractors' Work shall be performed Monday through Friday in a single eight-hour daylight shift (holidays excluded), unless compensation for over-time is paid.
- 9 National Pipeline Contractors shall have the right to subcontract portions of its Work to lower-tiered subcontractors. If Customer or any higher-tiered contractor or the Owner object to any subcontractor or supplier upon whose price National Pipeline Contractors may have relied in bidding its Work, Customer agrees to pay the reasonable increases and costs National Pipeline Contractors may incur in obtaining a replacement subcontractor or supplier.
- 10 Customer agrees that it will not assert any credit, offset, backcharge or any other deduction (collectively, "backcharge") against National Pipeline Contractors, unless: (i) it has given National Pipeline Contractors a 3 business day written notice to cure the issue which is the subject of the backcharge; (ii) the issue which is the subject of the backcharge is a result of National Pipeline Contractors' acts or omissions and directly relates to National Pipeline Contractors' Work; and (iii) National Pipeline Contractors fails to begin to cure or correct the issue which is the subject of the backcharge within the 3 business days. Notwithstanding the foregoing, if National Pipeline Contractors begins to cure the issue which is the subject of the backcharge within the 3 business days, yet the issue is not one which can be completed or cured within such a time period, National Pipeline Contractors shall be given a reasonable amount of time to complete the cure of the issue. Any backcharge to be assessed against National Pipeline Contractors shall be the Customer's actual out-of-pocket costs only, without any assessment for profit and overhead.
- 11 Bid Amount is based on a progress payment schedule, schedule of values, retention reduction terms and schedule to be agreed upon and subject to National Pipeline Contractors' written approval.
- 12 Customer agrees to pay National Pipeline Contractors progress payments in the amount of ninety percent (90%) [with ten percent (10%) to be held as retention] of that portion of the value of the Work furnished that is the subject of a given progress bill or payment application within the earlier of: (i) thirty (30) calendar days after National Pipeline Contractors submits a progress bill or payment application; or (ii) ten (10) calendar days after the date Customer receives payment for such Work from any higher-tiered contractor or the owner. In the event National Pipeline Contractors is not paid the amount of a progress bill or payment application

within the required time period, National Pipeline Contractors shall be entitled to: (i) stop its Work on the forty-fifth (45th) calendar day, without giving further notice, and neither National Pipeline Contractors nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Customer, any higher-tiered contractor and/or the owner may suffer as a result of the stopping of work; and (ii) immediately seek payment from Customer and Customer's Surety.

- 13 Customer agrees to pay National Pipeline Contractors its final payment within thirty (30) calendar days of the date National Pipeline Contractors' Work is substantially completed, regardless of Customer's receipt of final payment from any higher-tiered contractor or the owner.
- 14 While Customer may make reasonable changes, modifications or alterations (collectively "change" or "changes") to the Work, such changes shall be limited to those National Pipeline Contractors could have reasonably contemplated at the time it submitted this Proposal/Contract and which directly relate to its Work. National Pipeline Contractors shall be entitled to give Customer notice of any change to its Work within a reasonable amount of time after discovery of the same or after the event giving rise to the change occurred. If Customer independently has knowledge of the change, no such notice is required. Regardless of Customer's receipt or non-receipt of payment from any higher-tiered contractor and/or the owner for any such change, National Pipeline Contractors shall be entitled to an adjustment in: (i) the Bid Amount (if it will incur additional costs as a result of such change); and (2) its time for performance (if its time for performance will be increased in any way). National Pipeline Contractors shall be entitled to bill for change work upon furnishing the same and the Customer shall pay for all such change work within thirty (30) days of its receipt of National Pipeline Contractors' invoice for such Work.
- 15 All waivers and releases to be provided by National Pipeline Contractors for progress or final payment shall be limited to the amount it is actually paid pursuant to any particular progress or final bill or payment application, and shall be conditioned on the check clearing the bank upon which it is drawn and National Pipeline Contractors shall only provide Customer with an unconditional waiver and release after the check has been negotiated and cleared the bank.
- 16 In the event National Pipeline Contractors is not paid for any portion of its Work or the damages it may incur, it shall be entitled to pursue all statutory, common law and/or contractual rights it may possess
- 17 National Pipeline Contractors will pay its subcontractors and suppliers within ten (10) days of its receipt of payment from the Customer for work or materials furnished by them, unless a statutory or contractual right to withhold payment from such subcontractors and suppliers exists. Customer does not have the right to directly pay National Pipeline Contractors' subcontractors and/or suppliers.
- 18 In the event a payment or performance bond is required for National Pipeline Contractors' Work, Customer shall pay the premium cost of such bonds
- 19 Customer shall not have the right to offset or backcharge among subcontracts to which National Pipeline Contractors and Customer may both be parties.
- 20 National Pipeline Contractors will start its Work within 5 days of the last of the following to occur: (i) the date National Pipeline Contractors receives Customer's signed counterpart of the Proposal/Contract (without objection, modification or changes having been made to the same or to this Terms and Conditions sheet); or (ii) the date the agreed-to schedule for performance of the Work, requires National Pipeline Contractors to commence its operations.
- 21 If National Pipeline Contractors' Work is delayed, disrupted and/or accelerated as a result of events and/or occurrences outside National Pipeline Contractors' control that cause it to incur additional cost or expense in performing the Work (for, among other things, but not limited to: overtime, weekend, or shift work), National Pipeline Contractors shall be entitled to an adjustment in the time for performance equivalent to the time lost, as well as reimbursement for the additional costs or expenses incurred.
- 22 National Pipeline Contractors shall not be liable for delay related damages that Customer might incur, unless National Pipeline Contractors has delayed the Schedule and is found by a trier-of fact to not be entitled to an extension of time.
- 23 National Pipeline Contractors will provide the following insurance coverages and policy limits: (1) Commercial general liability— \$1,000,000 per occurrence and \$2,000,000 general aggregate; (2) Automobile liability— \$1,000,000 combined single limit each occurrence; (3) Umbrella or excess liability— \$1,000,000 each occurrence and \$2,000,000 aggregate; (4) Workers compensation— the statutory minimum. The commercial general liability coverage to be provided by National Pipeline Contractors shall apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of National Pipeline Contractors and/or its lower-tiered subcontractors and suppliers. In the event an additional insured endorsement is required, such additional insured coverage shall be limited to Customer, and no other person or entity, and shall be provided on an ISO CG 2009 additional insured form or its equivalent.
- 24 National Pipeline Contractors will indemnify Customer for the Warranty Period from claims for bodily injury and/or damage to the property of others that are caused as a result of its negligence in performing its Work. National Pipeline Contractors will not indemnify others, nor will it indemnify Customer as a result of Customer's own negligent acts or omissions, or that of Customer's employees, agents, other trades or third parties. National Pipeline Contractors' indemnification obligation is expressly limited to the amount of insurance proceeds that Customer may recover under or with respect to the insurance coverages and policies that National Pipeline Contractors has agreed to provide.
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