

CLARK COUNTY, NEVADA
DEPARTMENT OF AVIATION

CONTRACT FOR PROJECT CBE-3119
PASSENGER BOARDING BRIDGE
MODERNIZATION AT LAS

Name Of Firm	<u>OSHKOSH AEROTECH, LLC</u>
Contact, Name & Title	<u>LONNIE RACKHAM, SR. PROJECT MANAGAER</u>
Address Of Firm	<u>4075 SOUTH 1900 WEST</u> <u>ROY, UT 84067-4103</u>
Telephone Number	<u>801.627.6000</u>
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rates of pay or other forms of compensation.

2. The SERVICE PROVIDER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by a SERVICE PROVIDER constitutes a material breach of Contract.
4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The SERVICE PROVIDER acknowledges that if discrimination has occurred, the OWNER may declare the SERVICE PROVIDER in breach of Contract, terminate the Contract, and designate the SERVICE PROVIDER as non-responsible.

- D. SERVICE PROVIDER acknowledges that SERVICE PROVIDER and any subcontractors, agents or employees employed by SERVICE PROVIDER shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of SERVICE PROVIDER or any of its officers, employees or other agents.
- E. The SERVICE PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the SERVICE PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, SERVICE PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the SERVICE PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. SERVICE PROVIDER will not produce a work product that violates or infringes on any copyright or patent rights. The SERVICE PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by SERVICE PROVIDER shall not in any way relieve the SERVICE PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of SERVICE PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and SERVICE PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by SERVICE PROVIDER's performance or failures to perform under this Contract.
- G. SERVICE PROVIDER shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by SERVICE PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of SERVICE PROVIDER be unable to complete his or her responsibility for any reason, the SERVICE PROVIDER will replace him or her with a qualified person and notify OWNER of replacement. If SERVICE PROVIDER fails to make a required replacement within 30 days, OWNER may terminate this

entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, SERVICE PROVIDER personnel must visibly display at waist level or above on their outermost garment the appropriate LAS Airport identification badge at all times.

SERVICE PROVIDER agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by SERVICE PROVIDER and its employees or any of SERVICE PROVIDER's subcontractors, vendors, suppliers and agents and their employees. SERVICE PROVIDER will reimburse owner for any fines levied for breaches of security due to SERVICE PROVIDER activities or those of any tier subcontractor.

OWNER will determine the type of identification and training SERVICE PROVIDER will be required to obtain. SERVICE PROVIDER acknowledges that LAS Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the LAS Airport Sterile Areas and Landside/Public Areas. SERVICE PROVIDER will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, SERVICE PROVIDER may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

SERVICE PROVIDER's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, SERVICE PROVIDER may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

6. Security Protocols/Directives

SERVICE PROVIDER acknowledges that LAS Airport is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. SERVICE PROVIDER agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Contract and any extensions thereof.

N. ENVIRONMENTAL REGULATIONS

1. SERVICE PROVIDER will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by SERVICE PROVIDER, its employees, officers, agents, representatives, contractors, subcontractors, suppliers and/or other representatives of SERVICE PROVIDER in violation of applicable Environmental Laws.

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with SERVICE PROVIDER in the performance of services under this Contract and will be available for consultation with SERVICE PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by SERVICE PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform SERVICE PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to SERVICE PROVIDER. It is understood that OWNER's representative's review comments do not relieve SERVICE PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by SERVICE PROVIDER as it may request, any data that OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
- SERVICE PROVIDER shall return any original data provided by OWNER.
- E. OWNER shall assist SERVICE PROVIDER in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. SERVICE PROVIDER will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent SERVICE PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by the SERVICE PROVIDER for the PROJECT shall consist of the work described in the Scope of Services as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the SERVICE PROVIDER's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the SERVICE PROVIDER for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the SERVICE PROVIDER of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

7. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at AccountsPayable@LASairport.com. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.

All invoices should include the following information:

- a. Company
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County Department of Aviation Purchase Order Number
- g. Company's Tax Identification Number
- h. Contract Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)
- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

D. OWNER's FISCAL LIMITATIONS

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.
3. OWNER's total liability for all charges for services that may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the SERVICE PROVIDER.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the SERVICE PROVIDER, without prior written approval of OWNER.
- B. Approval by OWNER of SERVICE PROVIDER's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve SERVICE PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. SERVICE PROVIDER shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by SERVICE PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of SERVICE PROVIDER's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. TIME SCHEDULE

1. Time is of the essence for the purposes of this Contract.
2. SERVICE PROVIDER shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.

3. If termination for default is effected by the OWNER, the OWNER will pay SERVICE PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the SERVICE PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the SERVICE PROVIDER's default.
4. Upon receipt or delivery by SERVICE PROVIDER of a termination notice, the SERVICE PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the SERVICE PROVIDER shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the SERVICE PROVIDER assigned to the performance of this Contract.
6. If after termination for failure of the SERVICE PROVIDER to fulfill contractual obligations it is determined that the SERVICE PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the SERVICE PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
8. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of SERVICE PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within SERVICE PROVIDER's control.

D. SURVIVABILITY

The terms and conditions of the Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Contract will survive.

E. COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

F. GRATUITIES

1. The OWNER may, by written notice to the SERVICE PROVIDER, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise)

respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by SERVICE PROVIDER, or out of the processes or actions employed by, or on behalf of SERVICE PROVIDER in connection with the performance of the Contract. SERVICE PROVIDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees; provided OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees shall have notified SERVICE PROVIDER upon becoming aware of such claims or actions, and provided further that SERVICE PROVIDER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

SERVICE PROVIDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

J. INTELLECTUAL PROPERTY INDEMNITY

1. SERVICE PROVIDER hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any intellectual property and arising out of the use of the equipment or materials furnished under the Contract by SERVICE PROVIDER, or out of the processes or actions employed by, or on behalf of SERVICE PROVIDER in connection with the performance of the Contract SERVICE PROVIDER shall at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified SERVICE PROVIDER upon becoming aware of such claims or actions, and provided further that SERVICE PROVIDER aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. SERVICE PROVIDER shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.
3. SERVICE PROVIDER shall indemnify, defend and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trade mark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

OWNER agrees to promptly notify SERVICE PROVIDER in writing of any such infringement claim. If, as a result of any such claim, litigation or threat thereof, SERVICE PROVIDER or OWNER is

involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

- c. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations

10. SERVICE PROVIDER will provide a Hold Harmless agreement within 10 business days of OWNER's request.

L. SERVICE PROVIDER INFORMATION

The SERVICE PROVIDER shall identify if it is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), Nevada Business Enterprise (NBE) or Large Business Enterprise (LBE) utilizing the attached form (**Exhibit C**). The information provided in **Exhibit C** by the SERVICE PROVIDER is for the OWNER's information only.

M. SUBCONTRACTOR INFORMATION

The SERVICE PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB) and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached form (**Exhibit D**). The information provided in **Exhibit D** by the SERVICE PROVIDER is for the OWNER's information only.

N. AUDITS

The performance of this Contract by the SERVICE PROVIDER is subject to review by the OWNER to insure Contract compliance. The SERVICE PROVIDER agrees to provide the OWNER any and all information requested that relates to the performance of this Contract. All requests for information shall be made in writing to the SERVICE PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and shall be cause for suspension and/or termination of the Contract.

O. COVENANT

The SERVICE PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. SERVICE PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

P. ASSIGNMENT

Any attempt by SERVICE PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

Q. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

Y. FORCE MAJEURE

Neither Party will be liable for any delay in the performance of its obligations under the Contract caused by an event beyond its reasonable control (a "Force Majeure Event"), including acts of god, act (including failure to act) of any governmental authority, wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or inability due to causes beyond SERVICE PROVIDER's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or OWNER authorizations or instructions, definition or information required for SERVICE PROVIDER to complete the manufacture of the equipment. The time for the performance of the obligation that is so delayed will be extended by a reasonable period of time. The Party affected by the Force Majeure Event will promptly notify the other Party in writing of the circumstances and expected duration of the Force Majeure Event, will take commercially reasonable steps to minimize the effect of the Force Majeure Event, and will use reasonable efforts to limit damages to the other Party and to resume its performance under this Contract

Z. ENTIRE AGREEMENT

This Contract, together with all Exhibits referenced herein, constitutes the entire agreement between the Parties in relation to the Subject Matter of this Contract and supersedes all prior agreements, understandings and commitments, whether oral or in writing, between the Parties. The parties expressly warrant that no promise, agreement or representation which is not herein expressed has been made to them in executing this Contract and that the parties are not relying upon any statement or representation of any other party.

EXHIBIT A

SCOPE OF WORK

**PASSENGER BOARDING BRIDGE MODERNIZATION AT LAS
CBE-3119**

(SEE ATTACHED)

DATE : August 7, 2024



QUOTE NO. : RQ 4746-0L
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		D43, D50, D51, D52, D53, D54, D55, D56, D57, D58						
2	Convert BX9000 PLC to CX8090 PLC with 12.1 HMI with new faceplate, wheel bogie camera/beacons/e stops/shoe switches/encoders /limit switches/auto-level actuator springs- Dual Gates w/secondary Lidar anti-collision.	E1A, E1B, E2A, E2B, E3A, E3B, E5A, E5B, D22B	9	\$71,365.00	\$642,285.00	\$32,588.00	\$293,292.00	\$935,577.00
2A	Add additional Lidar sensors Gate D22A to complete Anti-Collision w/D22B	D22A	1	\$6,409.00	\$6,409.00	\$2,353.00	\$2,353.00	\$8,762.00
3	4" Double Dog Legs LS/RS Power 100amp PBB/125GPU/250 PCA – (1ea 90KvA)	E1A, E2A, E3A, E4, E5A, E6, E7, E8, E9, E10, E11, E12, E14, E15, D21	15	\$44,154.00	\$662,310.00	\$15,635.00	\$234,525.00	\$896,835.00
4	4" Double Dog Legs LS/RS Power 100amp PBB/2ea 125GPU//250 PCA cables included – (2ea 90KVA units)	E1B, E2B, E3B, E5B, D19, D20, D22B, D24, D25, D26	10	\$51,356.00	\$513,560.00	\$17,765.00	\$177,650.00	\$691,210.00
5	Potable water hose Kuri Tech including water test.	E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6, E7, E8, E9, E10, E11, E12, E14, E15, D19, D20, D21, D22B, D24, D25, D26	25	\$1,170.00	\$29,250.00	\$2,071.00	\$51,775.00	\$81,025.00
6	Replace ribbed rubber and sub flooring Rotunda, Cab/Bubble	E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6,	25	\$6,442.00	\$161,050.00	\$7,872.00	\$196,800.00	\$357,850.00

DATE : August 7, 2024



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		D24, D25, D26						
11	PBB Tunnel flooring marine grade plywood , finishing flooring to be Gerflor all materials provided by Jetway	D35, D37, D39, D43, D42, D41, D40, D38, D34, D14, D11, D6, D4, B17, B25, B24, B23, B22, B21, B20, B19, B6, B2, B1, A3, A5, A7, A8, A15, A14, A12, A11, A10, A23, A22, A19, A18, A17, A20, A21, E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6, E7, E8, E9, E10, E11, E12, E14, E15, D19, D20, D21, D22B, D24, D25, D26.	65	\$10,325.00	\$671,125.00	\$10,165.00	\$660,725.00	\$1,331,850.00
12	Walkway flooring marine grade finishing flooring to be Gerflor all materials provided by Jetway	D19(50'), D20(80') D21(73') D22A(77')D22 B(48')D24(8') D25(8') D26(32') D Gates= 376 total feet E gates= 290' BB walkway and 280' DB walkway, 455' of walkways on A, B, C Term for a total of 1401'		We have an average per foot of \$38.57 Total footage of 1401	\$54,036.57	\$585,388.00	\$585,388.00	\$639,424.57
13	Replace Cab Rollers 2ea rollers per gate	E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6,	25	\$437.00	\$10,925.00	\$2,576.00	\$64,400.00	\$75,325.00

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	add holes for sensors.	E7, E8, E9, E10, E11, E12, E14, E15, D19, D20, D21, D22B, D24, D25, D26						
18	Rotunda guide barrel with new rubber tubes, bearing/hardware.	E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6, E7, E8, E9, E10, E11, E12, E14, E15, D19, D20, D21, D22B, D24, D25, D26	25	\$1,526.00	\$38,150.00	\$5,082.00	\$127,050.00	\$165,200.00
19	New lwr dr col scissors wide style	D25	1	\$2,012.00	\$2,012.00	\$1,682.00	\$1,682.00	\$3,694.00
20	Replace upper cab pivot.	D19, D20, D21, D22, D24, D25, D26	7	\$1,353.00	\$9,471.00	\$2,271.00	\$15,897.00	\$25,368.00
21	Interior Tunnel wind flaps cab and rotunda (cover gap between the rolling curtain and frame)	E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6, E7, E8, E9, E10, E11, E12, E14, E15, D19, D20, D21, D22B, D24, D25, D26	25	\$2,121.00	\$53,025.00	\$5,082.00	\$127,050.00	\$180,075.00
22	Remove old festoon track.	E1A, E1B, E2A, E2B, E3A, E3B, E4, E5A, E5B, E6, E7, E8, E9, E10, E11, E12, E14, E15, D19, D20, D21, D22B, D24, D25, D26	25	\$0.00	\$0.00	\$2,988.00	\$74,700.00	\$74,700.00
23	Install new tires 2ea per gate total 10ea tires	Gate to be determined by DOA		\$8,928.00	\$44,640.00	\$2,988.00	\$14,940.00	\$59,580.00

DATE : August 7, 2024



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29	Replace round Rotunda Light with new 8X4'	C1, C5, C21, C24, C23, C25, B19, B25, A18, A21, A22	11	\$685.00	\$7,535.00	\$2,329.300	\$25,619.00	\$33,154.00
30	Replace all interior flashing – Stainless Steel.	All Gates	113			\$4,000.00	\$452,000.00	\$452,000.00
31	Touch up interior paint – all gates	All Gates	113			\$5,671.00	\$640,823.00	\$640,823.00
32	Replace service doors – reinforced steel doors.	All Gates	113	\$1,634.00	\$184,642.00	\$1,271.00	\$143,623.00	\$328,265.00
34	Wheel Chair Lift and Slide		79	\$33,696.00	\$2,661,984.00	\$6,444.00	\$509,076.00	\$3,171,060.00
35	JTP4 quick disconnect incoming Power, aircraft cable and mounting for 90KVA GPU	This line the QTY is the # of units changed	124	\$4,610.00	\$571,640.00**	\$4,576.00	\$567,424.00	\$1,139,064.00
36*	Discretionary Allowance to be used as Clark County may need							\$500,000.00
							Sub Total:	\$18,799,959.57
	Freight / Handling							\$195,500.00
	Bond							\$170,845.00
							Total	\$19,166,304.57

*Subcontractor invoice amount plus 10% Jetway markup

** Jetway can offer a 3% material discount if the option is executed before December 5, 2024 to allow paperwork to be completed and parts placed on order with suppliers to ensure we get 2024 pricing

predate the beginning of this Contract and may not be advanced without the consent of the Owner.

11. Environmental and Clean-up Liability: **Environmental insurance shall not be less than \$1,000,000 aggregate** for the duration of this Contract.
12. Technology Professional Liability Insurance: Insurance appropriate to the SERVICE PROVIDER's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
13. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the Owner.
14. Insurance Limits: If the SERVICE PROVIDER maintains broader coverage and/or higher limits than the minimum shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the SERVICE PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
15. Failure To Maintain Coverage: If the SERVICE PROVIDER fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the SERVICE PROVIDER to stop the work, declare the SERVICE PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the SERVICE PROVIDER or deduct the amount paid from any sums due the SERVICE PROVIDER under this Contract.
16. Damages: The SERVICE PROVIDER is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the SERVICE PROVIDER, their subcontractors or anyone employed, directed, or supervised by SERVICE PROVIDER.
17. Cost: The successful SERVICE PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the Contract price(s).
18. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
19. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. SERVICE PROVIDER's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products- Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Umbrella Liability / Excess Liability
 - (L) Each Occurrence (\$5,000,000)
 - (M) Aggregate (\$5,000,000)
 7. Workers' Compensation
 8. Description: Contract Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
Clark County
c/o Department of Aviation
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 10. Authorized Agent Signature

EXHIBIT D

**PASSENGER BOARDING BRIDGE MODERNIZATION AT LAS
CBE-3119**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB or NBE subcontractors in association with this Contract. Please indicate if the entity is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), or Nevada Business Enterprise (NBE).

If more than four (4) subcontractors will be used, please submit additional copies of this form.

Please indicate here if no MBE, WBE, PBE, SBE, VET, DVET, ESB nor NBE subcontractors will be used.

1. Subcontractor Name: _____
 N/A
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				0		
Corporate/Business Entity Name:		Oshkosh AeroTech, LLC.				
<i>(Include d.b.a., if applicable)</i>						
Street Address:		4075 South 1900 West		Website: www.oshkoshaerotech.com		
City, State and Zip Code:		Roy, UT 84067-4103		POC Name: Lonnie Rackham, Email: lrackham@oshkoshaerotech.com		
Telephone No:		801-627-6000		Fax No: N/A		
Nevada Local Street Address: <i>(If different from above)</i>				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
N/A		
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Frank Moore
Signature

Frank Moore
Print Name

President, Jetway Systems
Title

7/29/2024
Date

EXHIBIT F
FEDERALLY REQUIRED CONTRACT PROVISIONS

CLARK COUNTY DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA

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4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - 2) Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				0		
Corporate/Business Entity Name:		Oshkosh AeroTech, LLC.				
<i>(Include d.b.a., if applicable)</i>						
Street Address:		4075 South 1900 West		Website: www.oshkoshaerotech.com		
City, State and Zip Code:		Roy, UT 84067-4103		POC Name: Lonnie Rackham, Email: lrackham@oshkoshaerotech.com		
Telephone No:		801-627-6000		Fax No: N/A		
Nevada Local Street Address:				Website:		
<i>(If different from above)</i>						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Frank Moore
Signature

President, Jetway Systems
Title

Frank Moore
Print Name

7/29/2024
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative



OFFICERS OF THE CORPORATION

NAME	PHONE/EMAIL	TITLE
John C. Pfeifer	920-527-9102 jpfeifer@oshkoshcorp.com	Chief Executive Officer
Michael E. Pack	920-450-2344 mpack@oshkoshcorp.com	Executive Vice President, Chief Financial Officer and Chief Operating Officer
Charles F. Durst	407-850-2832 churst@oshkoshhaerotech.com	President
Ignacio A. Cortina	920-502-3023 icortina@oshkoshcorp.com	Executive Vice President & Secretary
James C. Freeders	920-502-3052 cfreeders@oshkoshcorp.com	Senior Vice President, Finance and Controller
Emma M. McTague	717-494-6719 emmctague@oshkoshcorp.com	Senior Vice President & Chief Human Resources Officer
John S. Verich	920-502-3313 jverich@oshkoshcorp.com	Senior Vice President & Treasurer
Derek R. Kritzer	920-237-4234 dkritzer@oshkoshvocational.com	Segment General Counsel
Franklin T. Moore	801-629-3264 fmoore@oshkoshhaerotech.com	Vice President and General Manager, Jetway
Jeffrey A. Trelka	920-832-3068 jtrlka@oshkoshvocational.com	Vice President, Finance
Michael B. Witwer	920-502-3040 mwitwer@oshkoshcorp.com	Vice President, Tax
Paulina A. Kanouse	713-201-6287 pkanouse@oshkoshhaerotech.com	General Manager, Airport Services
Edward J. Schodrof	407-850-2833 eschodrof@oshkoshhaerotech.com	Vice President, Finance
Kerry A. Dereszynski	920-832-3053 kdereszynski@oshkoshvocational.com	Assistant Secretary
Jana C. Heft	920-420-8508 jheft@oshkoshcorp.com	Assistant Secretary
Heather A. Kelly	920-502-3055 hkelly@oshkoshcorp.com	Assistant Secretary
Suzanne M. Lippold	920-502-3290 slippold@oshkoshcorp.com	Assistant Secretary
Amy M. McNallie	262-838-5411 amcnallie@oshkoshcorp.com	Assistant Secretary