

CONTRACT # _____

PERFORMANCE-BASED CONTRACT

This Performance-Based Contract is entered into by and between:

The City of Reno
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Reno, Nevada 89501
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The City of Sparks
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Sparks, Nevada 89431
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and

Ameresco, Inc.
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PERFORMANCE-BASED CONTRACT
TERMS AND CONDITIONS

Table of Contents

1	INCORPORATED DOCUMENTS	5
2	CONTRACT TERM.....	5
3	DEFINITIONS	5
4	ECMS/OCS MEASURES.....	9
5	OPERATION	10
6	ECM/OCS MEASURES SAVINGS AND COMMISSIONING REPORT	11
7	SAVINGS COVERAGE (GUARANTEE).....	11
8	GENERAL ANNUAL REPORT	13
9	WARRANTIES.....	14
10	REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITIES	15
11	AFFIRMATIVE COVENANTS OF THE CITIES.....	16
12	REQUIRED DESIGN REVIEWS.....	16
13	LABOR.....	16
14	SITE WORKING CONDITIONS	17
15	TERMINATION OF CONTRACT.....	17
16	TERMS OF PAYMENT.....	19
17	INDEPENDENT CONTRACTOR.....	21
18	CASUALTY OR CONDEMNATION OF FACILITIES / FORCE MAJEURE.....	21
19	NOTICES	21
20	INDEMNIFICATION	22
21	GOVERNING LAW; JURISDICTION.....	22
22	THE CITIES' OWNERSHIP OF PROPRIETARY INFORMATION	23
23	SEVERABILITY	23
24	ASSIGNMENT/DELEGATION.....	23
25	SUCCESSORS AND ASSIGNS.....	23
26	INSURANCE.....	24
27	PRIOR AGREEMENTS, PROPRIETARY RIGHTS.....	24
28	EXCLUDED MATERIAL AND ACTIVITIES	24
29	ANNOUNCEMENTS	25
30	CONFIDENTIAL BUSINESS INFORMATION.....	25
31	THIRD PARTY BENEFICIARIES	25
32	PROJECT IMPLEMENTATION.....	25
33	MATERIALS & EQUIPMENT PURCHASING.....	25
34	ENVIRONMENTAL & TAX CREDITS.....	26
35	BONDS.....	27
36	DRUG AND ALCOHOL POLICY	27
37	EMPLOYMENT REQUIREMENTS	27

Schedules**Description**

A	Building List
B	Standards of Operation and Comfort
C	Installment Purchase Cash Flow Analysis
D	Project Cost Summary
E	Payment Schedule
F	Project Schedule
G	Insurance
H	Prevailing Wage Rates
I	Prevailing Wage Acknowledgment
J	Certificate of Drug and Alcohol Policy
K	Executive Summary

WHEREAS, the City of Reno, a municipal corporation, and the City of Sparks, a municipal corporation as joint owners of the Truckee Meadows Reclamation Facility, have agreed to share the costs of the project described herein based upon the established cost sharing arrangement of 68.63% for the City of Reno and 31.37% for the City of Sparks; provided, however, that the Cities hereby acknowledge and agree that such cost sharing arrangement is as between the Cities only, and shall in no event be deemed to limit or otherwise affect Contractor's rights and remedies hereunder against either or both Cities.

1 Incorporated Documents

This Contract incorporates the following documents by reference in descending order of constructive precedence; a Contractor's document shall not contradict or supersede any specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

TMWRF Performance Contract for Energy Cost Savings RFP Number 1425.
Financial-Grade Operational Audit (Dated: January 10, 2014) ("Financial-Grade Operational Audit")

2 Contract Term

This Contract shall be effective upon the approval of the Cities through the Fifteen (15) Year Anniversary Date of the Project Acceptance completion date, unless sooner terminated by either party as specified in this Contract.

3 Definitions

- A. Accumulated Energy Savings ("Accumulated Energy Savings") means the TMWRF's total energy savings as outlined in Schedule C – Installment Purchase Cash Flow Analysis entitled 'Total Annual Savings' and shall include electric energy savings, gas energy savings, operational savings, maintenance savings, water consumption savings, and any other savings for the Project installed by the Contractor.
- B. Accumulated Realized Savings ("Accumulated Realized Savings") means the sum of the savings derived from the sum of M&V Savings plus any Stipulated Savings.
- C. Base Utility Rates ("**Base Utility Rates**") means the utility rates as described in Section 6 of the Financial-Grade Operational Audit, used by Contractor, to calculate the ECM/OC Savings for the various ECM/OCS Measures.
- D. Change Order ("**Change Order**") means a written agreement, issued after execution of this Contract, signed by the Cities and the Contractor, changing the terms hereof or adding to, deducting from, or otherwise modifying the Project, or extending or modifying the date for Substantial Completion or Final Completion, adjusting the Contract Sum, or the Project Term.
- E. Construction Interest ("**Construction Interest**") means interest on cost incurred by the Contractor on the Project from the beginning of the Project through the time the Contractor begins to receive progress payments. A bank (or other financing entity) 'construction interest' certification will be provided as part of the Project's 'open book pricing' summary and recapitulation at the end of the Project.

- F. The City of Reno is a municipal corporation and political subdivision of the State of Nevada, including its elected officials, officers, and employees; and, the City of Sparks is a municipal corporation and political subdivision of the State of Nevada, including its elected officials, officers, and employees (each a “**City**” and collectively referred to as “the **Cities**”).
- G. Commissioning Plan (“**Commissioning Plan**”) is the Contractor’s plan, as described in Section F of the Financial- Grade Operational Audit), to start-up and check out equipment/systems installed under this Contract.
- H. Independent Contractor/Energy Services Company (“**Contractor**”) means Ameresco, Inc., the contractor that will perform services and/or provide goods for the Cities under the terms and conditions set forth in this Contract.
- I. Department (“**Department**”) means the applicable department of the City of Reno and the City of Sparks.
- J. Direct Project Costs (“**Direct Project Costs**”) consist of labor, equipment and material required to perform the defined scope of work. It also includes the job site costs, permits, temporary services and utilities, disposal of materials, subcontracted design engineering, safety and security measures, subcontracted field supervision, subcontractor quality control, subcontractor bond cost, construction contingency, subcontractor administrative submittals for the Project and subcontractor overhead and profit for the project.
- K. Energy Cost Savings Measures (“**ECMs**”) / Operating Cost Savings Measures (“**OCS Measures**”) mean those measures, as defined in NRS 332.330, included in the Project that result in savings of energy, water, or operating and maintenance costs set forth in the Financial-Grade Operational Audit.
- L. Equipment (“**Equipment**”) means all items of equipment provided to TMWRF pursuant to this Contract.
- M. Facilities (“**Facilities**”) mean any buildings and/or grounds at which the Scope of Work of this Contract is to be performed.
- N. Final Commissioning Report (“**Final Commissioning Report**”) shall be provided to the Cities by the Contractor within 30 calendar days of receiving the Cities’ comments and responses to the Contractor’s Initial Commissioning Report. The Cities’ comments and responses shall be provided to the Contractor within 30 calendar days of receipt of Contractor’s Initial Commissioning Report. The Final Report will reflect what equipment/systems were commissioned, what occurred, any problems were encountered and steps taken to resolve the problem, all completed pre- and post-measurements and/or tests; and, will address any issues, questions or concerns previously raised by the Cities.
- O. Final Completion for each OCS Measure/ECM (“**Final Completion**”) shall be achieved when all the punch list items, identified at the Substantial Completion date have been satisfactorily completed, and the City’s Representative has signed the Project Acceptance Letter.
- P. Fiscal Year (“**Fiscal Year**”) means the period beginning July 1st and ending June 30th of the following year.

- Q. Guaranteed Maximum Price (“**GMP**”) is that series of specified prices and total price of the Project, as set forth in Section 16C, that the Contractor guarantees not to exceed without agreement by the parties hereto
- R. Guaranteed Energy Savings (“**Guaranteed Energy Savings**”) means the savings Contractor guarantees as part of this Contract as outlined in Schedule C - Installment Purchase Cash Flow Analysis, as reflected in line 7 and shall include electric energy savings, gas energy savings, operational savings, maintenance savings, water consumption savings, and any other savings for the Project installed by the Contractor.
- S. Indirect Project Costs (“**Indirect Project Costs**”) include Contractor’s design and engineering, design oversight, construction management, project administration, contract administration, commissioning, initial M&V at construction, travel, overhead and profit. These costs are calculated as an overall percentage, as specified in Section 16C, of the Direct Project Costs.
- T. Initial Commissioning Report (“**Initial Commissioning Report**”) shall be provided to the City by the Contractor at the completion of Project commissioning. The report will reflect what equipment/systems were commissioned, what occurred, if any problems were encountered and steps taken to resolve, and if any equipment/system commissioning had to be postponed, the reasons for, and the expected date the commissioning will occur.
- U. International Performance Measurement and Verification Protocol 2010 or IPMVP (“**IPMVP**”) and the appropriate FEMP guidelines are a means by which one can establish reasonable assurance of equipment savings through stipulated values, measurements, and engineering calculations and/or modeling.
- V. Measurement and Verification Plan (“**M&V Plan**”) is defined in Section 4 of the Financial-Grade Operational Audit..
- W. Measured and Verified Savings (“**M&V Savings**”) mean the savings measured and verified according to the M&V Plan.
- X. Open Book Pricing (“**Open Book Pricing**”), as defined in RFP No. 1425 and further detailed below is the full disclosure of all costs by the Contractor, including all costs of subcontractors and vendors. The Contractor will maintain cost accounting records on authorized work performed, showing actual costs for labor and materials, or other basis requiring accounting records. Contractor will provide all documentation as prescribed in this Contract in two packages. The first package will reflect all design related costs (including all outsourced work); and will be provided at the end of the Design Phase of the Project. The second package will include a summary of the earlier provided Design Phase costs as well as all documented Construction Phase related costs.
- Y. O&M (“**O&M**”) means Operations and Maintenance.
- Z. Operating Cost Savings (“**OC Savings**”) means any expenses that are eliminated or avoided on a long-term basis as a result of the installation or modification of equipment, or services performed by the Contractor. The term does not include any savings that are realized solely because of a shift in the cost of personnel or other similar short-term cost savings. (NRS 332.320).
- AA. Pass Through Costs (“**Pass Through Costs**”) shall include bond premiums, third party consulting fees and permit costs will be considered pass through costs are not subject to Contractor’s overhead and profit.

- BB. Project (“**Project**”) means the work as outlined in Financial-grade Operational Audit and the specific work outlined in this Contract.
- CC. Project Acceptance (“**Project Acceptance**”) means the date the Cities approves all items included in the OCS Measures/ECMs at Substantial Completion of the last OCS Measure/ECM. Final Project Acceptance will not be made until the Contractor has successfully demonstrated, through approved Commissioning protocols described in the M&V portion of the Proposal, that all OCS Measures/ECMs have shown immediately after commissioning the potential to achieve all of the stated savings in the Financial-grade Operational Audit.
- DD. Scope of Work (“**Scope of Work**”) means the goods and services to be provided or performed by Contractor under this Contract; as well as any Change Orders to this Contract, the Request for Proposal “City of Reno – TMWRF Performance Contract for Energy Cost Savings R.F.P. # 1425”, and the Financial-grade Operational Audit.
- EE. Service Agreement (“**Service Agreement**”) means the Performance Service Agreement for Operating Cost-Savings Measures among the Parties dated the date hereof that provides for the billing and payment of the services under the M&V Plan.
- FF. Standards (“**Standards**”): Standards shall mean all applicable Federal, state and local laws, codes, statutes, regulations, zoning ordinances, land use development restrictions, building codes and governmental requirements of all kinds;
1. Standards will maintain consistency with all applicable state and local codes. Designs must comply with the Cities of adopted special building codes.
 2. If two or more Standards are in conflict, the more stringent will apply, and if any provision of this Contract is more stringent than the applicable Standards, this Contract will govern.
- GG. State of Nevada (“**State**”) means the State of Nevada and its Agencies identified herein.
- HH. Stipulated Savings (“**Stipulated Savings**”) mean the savings that have been mutually agreed upon and stipulated to by the Contractor and the Cities prior to or upon implementation of the OCS Measures/ECMs in accordance with the M&V Plan.
- II. Substantial Completion (“**Substantial Completion**”) means the time when the Work for each OCS Measure/ECM, or the individual buildings or installation thereunder, is sufficiently complete in accordance with the Contract so that the Cities can occupy or utilize the space and/or equipment for its intended use. The date of Substantial Completion shall be documented by a written Certificate of Substantial Completion signed by the Cities and the Contractor. The Certificate of Substantial Completion shall specifically identify any items of Work to be completed or corrected, the estimated costs of completion or correction of such Work, and shall establish the time for such completion and correction. Payments for Substantially Completed Work will only be made upon successful demonstration by the Contractor that stated savings have shown, immediately after commissioning, the potential to be achieved for all OCS Measures/ECMs that constituted the work accepted as Substantially Complete.

JJ. TMWRF (“**TMWRF**”) means the Truckee Meadows Water Reclamation Facility jointly owned by the City of Reno and the City of Sparks.

KK. Utility Rate Reduction (URR) Savings (“**Utility Rate Reduction (URR) Savings**”) mean those savings achieved through a reduction in fuel, refuse and water rates by one of the following means:

1. Reduced rate from local electric utility company, natural gas company, water, trash collection company, or fuel company,
2. Direct purchase of natural gas or electricity,
3. Bulk purchase of fuel, or,
4. Putting the Cities on alternative rates.

LL. Work (“**Work**”) means all services, labor, materials, and equipment required to plan, design, develop, construct, install and commission each individual ECM/OCS Measure in accordance with this Contract.

4. ECMs/OCS Measures

A. The Cities authorize the Contractor to design, implement, construct, install, commission and monitor the Project as further described in the Executive Summary of the Financial-Grade Operational Audit (a copy of which Executive Summary is attached hereto as Schedule K for convenience) and elsewhere in the Financial-Grade Operational Audit. The Contractor shall supply all labor, materials, equipment, management, and supervision necessary to design, install, and commission all ECM/OCS Measures described in the Financial-Grade Operational Audit.. The Contractor's responsibilities for the Cities' facilities, as described in the OCS MEASURES/ECMs Matrix set forth in the Financial- Grade Operational Audit, to accomplish the approved Scope of Work (on a Facility-by-Facility basis and not necessarily on a simultaneous basis), shall include:

1. Providing all necessary designs, plans, and specifications;
2. Selecting subcontractors (with final selection approval by the Cities, which shall be given no later than fourteen days after submission by Contractor);
3. Awarding subcontracts;
4. Obtaining and evaluating submitted drawings on all equipment to be provided;
5. Progress inspections during installation;
6. Training the Cities personnel on proper operation of the newly-installed equipment;
7. Final inspection and savings verification using the M&V Plan;
8. Commissioning or start-up of each item of equipment; and
9. Not later than one hundred and eighty (180) days after Project Acceptance the Contractor will provide a minimum of two (2) days of competency based training to TMWRF’s personnel on the proper operation of the equipment.

B. The Cities will provide the Contractor (including its employees, agents and Subcontractors) with reasonable access to all of the Facilities, as well as available information requested by the Contractor about the Facilities described in the ECM/OCS Measures Matrix set forth in the Financial-Grade Operational Audit, and will cooperate with Contractor at all stages of the installation of the OCS Measures/ECMs and require employees of TMWRF to complete training with the Contractor. Each of the Cities represents that they are the owner of the Facilities.

5 Operation

The Cities will operate and maintain those OCS Measures/ECMs installed under this Contract, not specified as Contractor operated and maintained, in a manner consistent with the manufacturer's or Contractor's recommended schedules and procedures from the date of Substantial Completion and OCS Measure/ECM acceptance. All other OCS Measures/ECMs will be operated and maintained by the Contractor in accordance with the plan agreed to in the Financial-Grade Operational Audit. In addition to any manufacturer's warranties applicable to the Equipment, the Contractor shall, during the first year beginning with the Substantial Completion and OCS Measure/ECM acceptance, repair or replace defective equipment and/or systems in accordance with Paragraph 9.B. – Warranties below, of this Contract. TMWRF staff will notify the Contractor in a timely manner and in any event within 48 hours upon determination of the existence of any malfunction, emergency or dangerous condition affecting the equipment and/or systems. TMWRF staff will take or cause to be taken all steps and actions necessary to protect the Equipment during the duration of such emergency.

The Contractor will provide operation and maintenance manuals and other appropriate information and training as set forth in Section 7.0 of the Financial-Grade Operational Audit regarding the Equipment installed hereunder to the Cities at or before the time of Substantial Completion. The Cities shall, at its expense, repair, operate and maintain the Equipment in good working order during the term of this Contract, not specified as 'Contractor operated and/or maintained'. Following the date of the Certificate of Substantial Completion of an ECM/OCS Measure, the Cities shall, at its expense, repair and maintain (i) the Equipment and all other components which comprise the ECM/OCS Measure and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM/OCS Measure, not specified as 'Contractor operated and/or maintained'. The Cities shall at all times act reasonably to protect the ECM/OCS Measures from damage, theft or injury to the same extent and in the same manner in which it protects its other property.

Except in the case of emergency, the Cities shall not remove, move, alter, turn off or otherwise significantly affect the operation of the Equipment installed hereunder or the operation of the ECM/OCS Measures, or any individual part thereof, without the prior written approval of the Contractor, which approval shall not be unreasonably withheld. After receiving the Contractor's written approval, the Cities shall proceed as instructed. The Cities shall act reasonably to protect the ECM/OCS Measures from damage or injury, if, due to an emergency, it is not reasonable to notify the Contractor before acting. The Cities agree to protect and preserve the facility envelope and the operating condition of all ECM/OCS Measures, mechanical systems, and other energy consuming systems located on the facility.

If, in the reasonable opinion of the Contractor, the Cities do not reasonably operate, maintain, repair or otherwise protect the ECM/OCS Measures which are the Cities' responsibility to, and/or maintain the facilities in good repair and good working condition, then the Contractor may equitably adjust the baseline for any increased energy usages at the facilities.

The Cities shall notify the Contractor in writing prior to making any material change(s) to the Facilities, i.e., any change that could reasonably be expected to have a material effect on the ECMs contemplated in this Contract. For purposes of this paragraph, a "material change" would be a change in plant operation or Facilities that would result in any increase or decrease in energy use greater, in either case, than 5% of the Guaranteed Energy Savings shown in Line 7 on Schedule C. If the Contractor receives such notification or otherwise determines that such a material change has occurred, it will make the appropriate revisions to the Schedules hereto or take

such other action as may be provided for hereunder. The Contractor may also make retroactive adjustments where the Cities have not provided timely notice of such a material change, and in such instances, any payments made between the parties shall be retroactively reconciled to reflect such material change. Anything in this Contract to the contrary notwithstanding, the Cities will not be obligated to report occupancy changes that are a result of normal City business prior to their occurrence, but rather shall provide summary occupancy information periodically as requested by the Contractor.

The Cities shall be responsible for installing and maintaining telephone lines and all associated costs, including internet/Ethernet charges, for the energy management system's telephone and communication lines. The Contractor may use the Cities' LAN, as approved, for the purposes of the energy management system improvements.

The Cities shall not move, alter or modify the ECM/OCS Measures or the measurement and verification systems or any components thereof without obtaining the Contractor's prior written approval which shall not be unreasonably withheld.

The Cities shall procure and pay for all energy and fuel for the operation of the facilities.

6 *ECM/OCS Measures Savings and Commissioning Report*

- A. Once all of the OCS Measures/ECMs are implemented, an Initial Commissioning Report will be completed. Accumulated Realized Savings generated by the OCS Measures/ECMs will be monitored, measured, and calculated according to the M&V Plan. Acceptance by the Cities will not occur until the Contractor has demonstrated that all stated savings have shown, immediately after commissioning, the potential to be achieved. A Final Commissioning Report shall be issued to the Cities within ninety (90) calendar days after the Project Acceptance for all OCS Measures/ECMs. Verified Accumulated Realized Savings shall be compared to the Guaranteed Energy Savings as part of the Final Commissioning Report. Should there be a shortfall between the Accumulated Realized Savings and the Guaranteed Energy Savings, the Contractor will provide a detailed action plan describing those steps that will be taken to resolve and/or remedy any and all shortfalls. All remedies to be at Contractor's expense.
- B. The Cities will approve or provide exceptions to the Final Commissioning Report in writing within thirty (30) calendar days of receipt. Written approval of the Final Commissioning Report by the Parties will indicate that the Final Commissioning Report and stated savings have been accepted in accordance with the Contract.

7 *Savings Coverage (Guarantee)*

- A. Under the savings coverage (guarantee) the Contractor, subject to the Cities satisfying their obligations under section 5 above, guarantees the Accumulated Realized Savings will meet or exceed the level of Guaranteed Energy Savings shown in Line 7 of the cash flow, as stated in the Schedule C, and will provide documentation to demonstrate the Accumulated Realized Savings achieved and reported in the Final Commissioning Report. Savings measurements and verification shall be defined and provided in the M&V Plan, as agreed to between the Parties. The terms of billing and payment for Contractor's work under the M&V Plan [and for any O&M and repair and replacement services] will be provided for in the Service Agreement. Approval and acceptance of the Accumulated Realized Savings by the Parties to this Contract and a third party reviewer, if any, will be in writing. If the Cities terminate the Service Agreement, then the Cities acknowledge and agree that all Guaranteed Energy Savings shall be deemed to be met from the date of termination of the Service Agreement for the remainder of the term of this Contract.

- B. Subject to the Cities satisfying its obligation under section 5 above, if Accumulated Realized Savings do not meet or exceed the proposed stated Guaranteed Energy Savings at any time, during the **15-Year** Contract term, and the Contract has not been terminated, the Contractor shall repair, replace, adjust or re-engineer the OCS Measures/ECMs it has installed under this Contract that are not meeting the Guaranteed Energy Savings within 90 days, at no additional cost to the Cities. The Accumulated Realized Savings shall then again be measured in accordance with the M&V Plan. If the Accumulated Realized Savings still fail to meet or exceed the Guaranteed Energy Savings stated in the accepted Attachment C, and the Contractor has failed to remedy such non-conformance after receipt of written notice from the Cities, the Cities' exclusive remedy shall be to recover from the Contractor a payment equal to the positive difference, if any, between the Guaranteed Energy Savings and the Accumulated Realized Savings or, after a thirty (30) calendar day written notice to Contractor, have the respective OCS Measure/ECM repaired, replaced, adjusted and/or re-engineered and re-installed by someone other than the Contractor to achieve the stated savings. All costs associated with the Cities having the non-savings achieved OCS Measures/ECMs repaired, replaced, adjusted and/or re-engineered and re-installed shall be paid by the Contractor within 60-days of said work completion. The positive difference, if any, between the proposed stated Guaranteed Energy Savings and the Accumulated Realized Savings will be calculated using the units as defined in Schedule C multiplied by the Projected Utility Rate (Schedule Project Cash Flow) per year for the 15-Year term of this Contract. Anything in this Contract to the contrary notwithstanding, Contractor shall not be required to repair, replace, adjust or re-engineer the OCS Measures/ECMs, or reimburse the Cities for such costs if the anticipated costs for such repair, replacement, adjustment or re-engineering, inclusive of all costs previously incurred to repair, replace, adjust or re-engineer the OCS Measures/ECMs for the specific measure in question, exceeds the net-present value of the predicted annual shortfall associated with such OCS Measure/ECMs over the remainder of the 15-year term of this Contract using a 3% discount rate.
- C. Notwithstanding the provisions of paragraph 13D, Labor, should a disagreement arise as to the calculation of the Accumulated Realized Savings, and such disagreement cannot be resolved through good faith negotiations by the parties, unless the Cities choose to use a Third-Party Consultant employed in accordance with NRS 332, an independent accounting and/or engineering firm shall be engaged and paid by either Party to conduct a review and give an opinion on whether the calculation of annual dollar savings or deficiencies as prepared by Contractor is fairly stated in accordance with this Contract. The Parties will mutually agree upon the independent firm (if the parties cannot agree upon a firm, then each will designate a firm; and the two designated firms will identify a mutually agreeable third firm). The independent firm will include in its report any exceptions determined by its review. If a Third-Party Consultant is employed by the Cities in accordance with NRS 332, such consultant's determination of Accumulated Realized Savings will be used for all payment computations. Contractor may appeal this decision to the (Director of Public Works for the City of Reno and the Deputy City Manager for Community Services for the City of Sparks) and, if they determine a separate and independent accounting / engineering firm should be hired, then the above will be followed. Exercising the right to request a review will in no way affect the Cities' obligation to make current payments pursuant to this Contract unless otherwise described herein. Any payments between the Parties necessary to resolve any irregularities identified in the review will be made within sixty (60) calendar days after submission of the review to the Parties. If the review determines that Contractor's preparation of the Accumulated Realized Savings was in error, the Contractor shall pay the entire cost of the review; however, if the Contractor's determination of the Accumulated Realized Savings is not in error, as determined by the independent firm, the Cities shall pay for the entire cost of the review. In any case, the Final Commissioning Report will be changed to reflect the findings of the review; and the calculation of Accumulated Realized Savings will be modified, if necessary, and payments will be made as applicable.

A. Provided that the Cities (i) have retained the Contractor to perform the services under the M&V Plan, and (ii) have complied with the payment terms for such services in the Service Agreement, the Contractor will prepare a measurement and verification report (“M&V Report”) for **fifteen (15) consecutive years** annually on the anniversary date of the Final Commissioning Report. The M&V Report will outline the condition(s) of all OCS Measures/ECMs implemented as more particularly set forth in the M&V Plan. The following process and procedures shall be used to prepare the M&V Report for the Cities.

1. An M&V Report shall be supplied within sixty (60) calendar days after (i) the annual anniversary of the Final Commissioning Report and (ii) delivery of all utility billing information.
2. The M&V Report shall be provided to the Cities for each year of the Term of the Contract, subsequent to the Final Commissioning Report.
3. M&V Report – Detailed Report Requirements.
 - (a) The M&V Report is intended to provide the Cities a status update of the OCS Measures/ECMs installed with respect to their condition, their expectation to provide energy savings, and documentation of any OCS Measures/ECMs that have been altered in nature or operation compared to the Financial-Grade Operational Audit.
 - (b) This report is to be considered a validation of savings and is to encourage the Contractor/Cities to maintain OCS Measure/ECM integrity and further enhance energy savings.
 - (c) For any year during the term of this Contract for which the Cities do not purchase Contractor’s services for the preparation of the M&V Report and/or for measurement and verification services or have failed to comply with the payment terms under the Service Agreement, all of the Accumulated Energy Savings for such year shall be deemed to equal the Guaranteed Energy Savings.
4. The M&V Report will be structured and contain information as detailed below:
 - (a) OCS Measures/ECMs where savings were ‘Stipulated’ savings the following requirements shall be met in the M&V Report;
 - (b) An inspection of the OCS Measure/ECM components will be completed at TMWRF. A random selection of components in accordance with the M&V sampling plan specified in the approved Financial- Grade Operational Audit will be inspected.
 - (c) The M&V Report will contain the results of the inspection, including whether the OCS Measures/ECMs were observed to be in place, operating properly, and defining deficiencies observed during the inspection(s).
5. OCS Measures/ECMs where Option A of the IPMVP was used, the following requirements shall be met in the M&V Report:
 1. An inspection of the OCS Measure/ECM components will be completed by the Contractor under the terms specified in Section 6 of the Financial-Grade Operational Audit.

2. Spot measurements will be taken for the variable(s) used for 'Option A' verification and compared to the Final Commissioning Report as applicable to Section 6 of the Financial-Grade Operational Audit..
 3. The M&V Report will contain the results of the inspection(s) and measurements including whether the OCS Measures/ECMs were observed to be in place, the measured value was consistent, the OCS Measures/ECMs were observed to be operating properly, and defining any deficiencies observed during the inspection(s) and measurement process.
6. OCS Measures/ECMs where 'Option D' of the IPMVP was used, the following requirements will be met in the M&V Report.
- (a) An inspection of the OCS Measure/ECM components will be completed by the Contractor under the terms specified in Section 6 of the Financial-Grade Operational Audit.
 - (b) Any spot measurements deemed necessary by the Contractor's Measurement and Verification Professional (Certified Measurement and Verification Professional and Registered Professional Engineer), shall be taken.
 - (c) The M&V Report will contain the results of the inspection, including whether the OCS Measures/ECMs were observed to be in place, operating properly, and defining deficiencies observed during the inspection(s).
7. An annual review of the Cities' utility bills will be included in the M&V Report. The following requirements will be met in the M&V Report.
- (a) The Cities will supply annually electric, water, trash and gas bills to the Contractor no later than 30 calendar days after annual anniversary date of Project completion. The Cities agree that delay in the delivery of the billing collection information will necessarily delay the M&V Report.
 - (b) Electric, water, trash and gas bills will be reviewed for the previous available twelve months. This data shall coincide with the required schedule for this report.
 - (c) The bills will be reviewed and analyzed for;
 - a. Changes in rates;
 - b. Changes in weather;
 - c. Changes in operations or an expansion of the facility usage; and,
 - d. Changes due to observations and inspections covered herein.
 - (d) The M&V Report will contain a utility bill review analysis for the Cities, describing the analysis and the overall expectations for future savings due to the OCS Measure/ECM implementation.

9 Warranties

- A. Unless otherwise expressly provided, all materials and equipment incorporated in the Work shall be new, free of faults and defects, and shall conform to the Contract. Upon request, the Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment. All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to ensure conformity with the requirements of the Contract, laws, ordinances,

rules and regulations, or orders of any public authority having jurisdiction. Where specific certificates concerning materials and/or equipment are required, securing payment for the prompt delivery of such certificates shall be the responsibility of Contractor. Such certificates shall be executed by qualified firms acceptable to the Cities, shall include all information required by the Contract, and shall clearly refer specifically to materials to be used in the Project. A list of all serial numbered items of equipment will be provided at the completion of construction. This list will reflect a description of the item, the serial number, the make and model of the item, and the location of the item. Should any items be replaced by the Contractor over the term of the Contract, the Contractor will append the initial list of serial numbered items as appropriate.

- B. Should the Work performed by Contractor pursuant to this Contract be found to be defective and such defect is reported to Contractor in writing within one year (or the period of guaranteed warranty for that specific item if other than one-year) from the date of Substantial Completion of the respective OCS Measure/ECM, the Contractor agrees to repair or re-adjust such item, and if necessary, furnish and install without charge a similar item to replace it; provided, however, that the original item is returned to the Contractor and inspection discloses a defect therein. Notwithstanding any language in this Contract to the contrary, when the need for maintenance or repairs arises due to: (i) an error, misuse, abuse, omission, negligence or willful misconduct of the Cities or any employee or other agent or invitee of the Cities; or (ii) any act which would customarily be covered by standard forms of property or casualty insurance then, in each case, the Contractor may charge the Cities for the reasonable and customary time and materials cost of the maintenance or repair (and such charges are in addition to all other payments due the Contractor under this Contract).
- C. On all systems installed pursuant to this Contract, the Contractor will provide, at no charge during the one-year warranty period, any labor required to repair or replace defective equipment or parts. Such labor does not include normal maintenance requirements, but does cover adjustment of controls, air balancing (provided that air balancing was part of the original scope of work as reflected in the approved Financial-Grade Operational Audit) and correction of mechanical difficulties if such adjustments are due to defective equipment and/or improper installation.
- D. The Contractor shall assign to the Cities warranties made by equipment or component manufacturers, and, at the Cities' request shall prosecute warranty claims against the applicable manufacturer in the Cities' name.
- E. **THE CONTRACTOR DISCLAIMS ALL IMPLIED AND EXPRESSED WARRANTIES NOT PROVIDED FOR IN THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10 Representations, Warranties and Covenants of the Cities

- A. Each of the Cities, jointly and severally, hereby warrants and represents to the Contractor that: (i) the Cities have provided the Contractor with all records heretofore requested by the Contractor and the information set forth therein is, and all information in other records to be subsequently provided by the Cities pursuant to this Contract will be, true and accurate in all material respects; and (ii) the Cities presently intend to continue throughout the term of this Contract the use of the Facilities in a manner similar to its present use or use contemplated by this Contract.
- B. The Cities will provide Contractor with copies of any successor or additional contracts for the management or servicing of pre-existing equipment or equipment installed under this Contract, which may be executed from time to time hereinafter, within thirty (30) business days after execution thereof.

11 Affirmative Covenants of the Cities

- A. The parties agree that said OC/ECM savings will not likely be obtained unless certain procedures and methods of operation designed for utility conservation will be implemented and followed by the Cities on a regular, consistent basis. The Cities agree that it will adhere to, follow, and implement the procedures and methods of operation and maintenance set forth in this Contract and the Schedules hereto.

- B. The Cities agree that the Contractor shall have the right, with prior notice, to inspect the Facilities to determine if the Cities are complying and shall have complied with its obligations as set forth above, so long as it does not materially affect the Cities' regular course of business.

12 Required Design Reviews

The design of the Project shall comply with all applicable Standards, Codes, State Statutes, and Local Ordinances; and the Contractor shall be responsible for timely obtaining of all required reviews and approvals of the Cities and all state and local governmental authorities having jurisdiction over the Project and shall secure all building permits, building code inspections and shall pay all fees and charges relating thereto. Contractor shall have the design certified by a Professional Engineer registered in the State of Nevada.

13 Labor

- A. The Contractor shall comply with, and ensure all Subcontractors are in compliance with any and all applicable labor laws and regulations, including, but not limited to, NRS Chapter 338 and NRS Chapter 608 and the regulations promulgated thereto and with the overtime provisions of NRS 338.020. The Contractor shall ensure that all employees on the Project are paid in accordance with the Prevailing Wage Rates (Schedule H), as approved by the State of Nevada Labor Commission for the area or place of the Work. Contractor shall be subject to the remedies and any penalties set forth in NRS 338.060 and NRS 338.070. The Contractor will provide Certified Payrolls for all of its workers and all of its subcontractors. The Certified Payrolls will be provided to the Cities on a monthly basis for review and as part of the Open-Book Pricing of the Contractor. The Contractor shall execute the attached Schedule I, Acknowledgement and Stipulation of Bidder Regarding Penalties for Noncompliance with Prevailing Wage Requirements.

- B. The Parties agree that any disputes concerning the terms and conditions of this Contract that cannot be resolved after consultation and discussion between the parties shall be filed exclusively in a court of competent jurisdiction in Washoe County, NV.

- C. The Parties agree that the Contractor and its consultants, Subcontractors or other parties involved in the Project, may be joined in the mediation or litigation, at the request of either Party. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any claims and controversies, and Cities shall continue to make payments to Contractor in accordance with the terms of this Contract. The mediator or trial court shall have the right to award to the prevailing party its reasonable attorney's fees, court costs, and other related expenses. This section must be included in all agreements with Contractor and Subcontractors.

D. Notwithstanding Sections 13(A) and (B), all claims, disputes, and other matters in question between the parties to this Contract, arising out of or relating to this Agreement or the breach thereof, shall be first submitted to non-binding mediation prior to initiation of any litigation unless the parties mutually agree otherwise, or if one party fails to respond to a notice requesting mediation for thirty (30) calendar days after the request is made. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of Nevada.

14 Site Working Conditions

- A. Unless expressly authorized in advance by the Cities, Work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Cities as an anticipated part of the Financial–Grade Operational Audit.
- B. The Cities will provide the Contractor, at no additional cost, the following:
1. A level staging area for material at or on the OCS Measure/ECM.
 2. Office space suitable for two work stations with three phone lines. With the cost of phone calls to be paid by Contractor.
 3. Keys to all buildings and facility rooms, except for restricted areas (where access will be provided by the Cities on a pre-coordinated basis).
 4. Parking for 3 vehicles.
- C. The Contractor shall at its own expense provide locked fencing around the staging area.
- E. The Contractor will return any Staging Areas to its preconstruction condition upon completion of the Project.
- F. The Contractor shall immediately comply with any cease work order and ensure that its Subcontractors and suppliers also comply with the order. The building official or his designee may apply the remedies available in accordance with the Cities Ordinances and Codes. A breach of this paragraph shall constitute a material breach of contract.

15 Termination of Contract

- A. In the event of termination by either party, Contractor and the Cities will continue to be responsible for their respective payment obligations accrued under this Contract, prior to the effective date of termination. In the event the Cities terminate or if Contractor terminates as a result of Cities default as set forth in Section 15.C.2., the Cities shall be responsible for materials or equipment ordered but not delivered and any cancellation or restocking charges associated with the termination of such orders.
- B. Termination for Non-appropriation. The continuation of this Contract beyond the current Fiscal Year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Cities and/or Federal sources. The Cities may terminate this Contract, and, subject to the provisions of Subparagraph A of this paragraph, the Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Cities' funding from the Cities and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Termination for Default or Breach. A default or breach may be declared with or without termination. Subject to Section 15(D), this Contract may be terminated upon written notice by the non-defaulting Party describing the default or breach to the other party as follows:

1. Contractor Defaults:

(a) If the Contractor fails to provide or satisfactorily perform any of the material conditions of this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

(b) If any material state, county, city or Federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by the Contractor to provide the Scope of Work required by this Contract is denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

(c) If the Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

(d) If it is found by the Cities that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Cities or the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Contract; or

(e) If it is determined by the Cities that the Contractor has failed to disclose a material conflict of interest relative to the performance of this Contract.

(f) If the Contractor defaults in any payment or any other obligation to the Cities under this Contract.

2. The Cities Defaults

(a) If either City breaches any material duty under this Contract and any such breach impairs the Contractor's ability to perform or otherwise causes damage to the Contractor; or

(b) If either City defaults in any payment or any other obligation to the Contractor under this Contract.

D. Time to Correct. Termination, and the exercise of any other remedies, upon a declared default or breach may be exercised only after service of formal written notice as specified in subparagraph C of this paragraph, and the subsequent failure of the defaulting party within thirty (30) calendar days after receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected, or, if additional time is required for correction, showing the amount of time reasonably required, together with a description of the actions to be taken and the time by which the default or breach shall be corrected.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

1. The Parties will account for and properly present to each other all claims for fees and expenses incurred under this Contract and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither Party may delay performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

2. The Contractor will satisfactorily complete Work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Cities;
 3. The Contractor will execute such documents as are reasonably necessary and in such form and substance as reasonably acceptable to Contractor and take any actions reasonably necessary to effectuate an assignment of this Contract if so requested by the Cities;
 4. The Parties shall preserve and protect all proprietary information and Contractor will promptly deliver into the other Party's possession all proprietary information in accordance with Paragraph 22.
- F. Remedies. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing Party's reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation a reasonable charge for in-house attorneys, and/or an outside attorney for the prevailing party. The City may set off consideration against any unpaid obligation of the Contractor to any Cities' agency.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH IN THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

16 Terms of Payment

- A. The Contractor's payment application shall include all Direct Project Costs, Indirect Project Costs, and Pass Through Costs incurred by the Contractor for the period covering such invoice. The Cities shall have thirty (30) working days from the date of receipt of said invoices to notify the Contractor in writing of any irregularity in the billing. Nevertheless, the Cities shall pay to the Contractor the entire amount of the invoice less disputed amounts (disputed in good faith), subject to adjustment once the disputed amount is finally resolved. The Cities shall pay or cause to be paid to the Contractor all undisputed amounts within thirty (30) calendar days after receipt of each invoice. In the event Contractor is owed the disputed amounts, the City shall pay such amounts with interest from the date such amounts were due until paid. The interest rate shall be equal to 1% per month.
- B. Billing and payment for all services performed under the M&V Plan [and for O&M services and repair and replacement services] shall be provided for under the Service Agreement.
- C. The Contractor may submit an application for payment for the cost of the Financial-Grade Operational Audit as shown in Schedule E after execution of the contract by the parties.
- D. The Contractor may submit applications for payment for the value of Work performed and approved stored materials during the preceding month in the amounts set forth in Schedule E.
- E. The Contractor has based the proposed cost and pricing upon, and the Cities having accepted the Financial-Grade Operational Audit based upon, 'guaranteed maximum pricing.' To ensure that The Cities' best interests are served, the following 'guaranteed maximum pricing' is made a part of the Contract:
 1. GMP for the overall Project shall not exceed \$24,911,589.00;
 2. The Direct Project Costs shall not exceed \$18,568,038.00;
 3. The Indirect Project Cost shall not exceed \$6,132,621.00;

4. The Pass Through project costs shall not exceed \$210,930; and
 5. The Indirect Project Costs shall equal 31.912% of the Direct Project Costs on ECM Numbers 2, 4A, 4B, 6, 9, and 10. The Indirect Project Costs shall equal 52.320% of the Direct Project Cost on ECM Number 7 as reflected in the Project Costing, Section 5.0 of the Financial-Grade Operation Audit.
- D. The cost of interest, bond premiums, insurance, Third Party consultant fees and permit costs are considered 'Pass-Through' Costs; and as such not subject to Contractor profit.
- E. Payments due the Contractor which are not paid when due shall bear interest in accordance with Chapter 338 of the Nevada Revised Statutes.
- F. In the event the Contractor fails to achieve Project Acceptance on or before the agreed date for Project Acceptance in Schedule F, Installation Schedule, subject to extension as provided herein, the Cities shall be entitled to 'setoff' or 'recover' from the Contractor a sum of \$50 per day for any incomplete OCS Measure/ECM as liquidated damages, for each day Project Acceptance is delayed. It is agreed that such sum is an amount reasonably estimated to compensate the Cities for damages that may be caused by delay in the use of the Project and not as a penalty and that Project schedule float is owned by neither the Contractor nor the Cities. All OCS Measures/ECMs completed by the Project Acceptance date in Schedule F, Installation Schedule will not be subject to a daily damage fee.
- G. If the Contractor is delayed at any time in the progress of the Work by an act or by negligence of the Cities, the Cities' employees, separate contractors employed by the Cities, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Cities pending arbitration, or by limited or denied facility access for any reason, or by other causes which the Cities and the Contractor agree may justify delay, then the date of Project Acceptance shall be reasonably extended by Change Order. Delays less than one full day will be counted as a full day lost.
- H. Forty five (45) calendar days after Design completion, and then again after Project Acceptance by the Cities, the Contractor will prepare and present a full accounting of Project costs subject to the 'Open-Book' provisions of the RFP and NRS 332; against which any Progress Payments will be made. Using Schedule D - Project Cost Summary and the other items within the Financial –Grade Operational Audit , the Cities shall receive expense and refund accounting for the following:
1. Certified Payrolls for the Contractor and all subcontractors;
 2. Fully documented Contractor Project burdens;
 3. All vendor purchase orders (POs);
 4. All Contractor subcontracts with any Modifications issue against;
 5. Fully documented Contractor overhead recovery costs;
 6. Fully documented construction management costs;
 7. Bank construction interest certification;

8. Fully documented 'pre-approved' contingency costs;
9. Any Project savings on the accumulated total of total Direct Cost Labor & Materials and associated Overhead Recovery Costs and Fees.
10. Any Project savings on the accumulation of the following; training, bonds / insurance, permitting, detail study, quality control / contract management.

17 Independent Contractor

- A. The Contractor is associated with the Cities only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, the Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Cities whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.
- B. The Contractor shall be solely responsible for, and the Cities shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the Cities; 4) participation or contributions by either the Contractor or the Cities to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the Cities. Contractor shall indemnify and hold the Cities harmless from, and defend the Cities against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither the Contractor nor its employees, agents or representatives shall be considered employees, agents, or representatives of the Cities.

18 Casualty or Condemnation of Facilities / Force Majeure

Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

19 Notices

Any notice required or permitted to be given under this Contract shall be sufficient if in writing, and if personally delivered or sent by facsimile with written confirmation of receipt or registered or certified mail, postage prepaid, return receipt requested to either party at its address specified on the facing sheet to this Contract. Notices sent by facsimile or personal delivery shall be effective when received with written confirmation of receipt. Notices sent by mail shall be effective upon the third business day following its deposit in the United States Mail.

20 Indemnification

- A. Subject to Section 15(F) and to the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend, not excluding the Cities' right to participate, the Cities from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent arising out of any alleged negligent act of the Contractor, its officers, employees and agents which result in personal injury (including loss of life) or tangible property damage or loss. The indemnity provided for in this paragraph shall not extend or apply to liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs to the extent they result from the Cities' negligence, acts, omissions or fault. The Contractor's liability in contract for direct damages under this Contract shall in all cases be limited to the sum of the payments received by the Contractor hereunder.
- B. To the fullest extent permitted by law, and without waiving any NRS Chapter 41 liability limitations it is entitled to assert, the Cities shall, jointly and severally, hold harmless and defend, not excluding the Contractor's right to participate, the Contractor from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent arising out of any alleged negligent act of the Cities, its officers, employees and agents which result in personal injury (including loss of life) or tangible property damage or loss. The indemnity provided for in this paragraph shall not extend or apply to liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs to the extent they result from the indemnitee's negligence, acts, omissions or fault.
- C. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not a city employees for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, and that it has made its own investment in its business, and that in the performance of the Work it will utilize at least the same level of skill as would be consistent with the practice and customs within the industry of which it is a part. This agreement shall not be construed as creating any joint employment relationship between Contractor and the Cities, and the Cities will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Contractor shall indemnify and hold the Cities harmless from all losses, injuries or damages, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

21 Governing Law; Jurisdiction

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The Parties consent to the jurisdiction of the Second Judicial District Court, Washoe County, Nevada for enforcement of this Contract.

22 The Cities' Ownership of Proprietary Information

- A. All drawings and specifications prepared by the Contractor solely for this Project, and with the Cities funds, shall remain the property of the Contractor until Project Acceptance has been made by the Cities, at which time said documents shall become the property of the Cities. In case of future re-use of the documents, data, and other items referred to in this Section by the City, the name and seal of AMERESCO'S design professionals shall be removed, and AMERESCO or its design professionals shall not be liable to the City or third parties resulting from their re-use. The Cities agree to assume all risk of such reuse and agrees to add or cause to be added AMERESCO and its design professionals as additional insureds pursuant to the Cities insurance program, and shall provide AMERESCO a Certificate of Insurance confirming such to be the case within thirty (30) days from the Effective Date.
- B. Upon payment in full by the Cities to Contractor of all amounts due under this Contract through the acceptance of the Project OCS Measures/ECMs, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by the Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the Cities and all such materials or copies thereof shall upon written request be delivered into the Cities' possession by the Contractor upon completion and acceptance of the Project OCS Measures/ECMs; or upon termination or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Cities. Notwithstanding the foregoing, the Cities shall have no proprietary interest in any materials licensed for use by the Cities that are subject to patent, trademark or copyright protection.

23 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

24 Assignment/Delegation

To the extent that any assignment of any right under this Contract changes the duty of either Party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the Cities, such offending portion of the assignment shall be void, and shall be a breach of this Contract. The Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the Cities. The Cities acknowledge that the Contractor may provide the Work and services under this Contract through Subcontractors, and such shall not be considered to be a breach of this paragraph.

25 Successors and Assigns

The obligations of this Contract shall be binding on the successors and assigns of the Cities and/or the Contractor.

26 Insurance

The insurance requirements are set forth in Schedule G.

27 Prior Agreements, Proprietary Rights

This Contract supersedes the terms and conditions of any prior agreements, understandings, or representations, oral or written, between the parties, excepting the incorporated documents to this Contract. The Cities will not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secrets, or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the OCS Measures/ECMs.

28 Excluded Material and Activities

- A. The Cities recognize that in connection with the Work, installation and/or service or maintenance of equipment and/or systems at the Cities' facilities, the Contractor may encounter, but is not responsible for, any Work relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (ii) mold, materials containing mold, or the existence, use, detection, removal, containment or treatment thereof, or (iii) pollutants, hazardous wastes, hazardous materials, contaminants (collectively "Hazardous Materials"), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof, with the exception of Hazardous Material Removal specified in the ECM Matrix in the Financial-Grade Operational Audit.. The materials and activities listed in the foregoing sentence are hereinafter referred to as "Excluded Materials and Activities." The Cities agree that if the Contractor's performance of any Work under this Contract involves Excluded Materials and Activities, upon receipt of any and all appropriate funding and approval, the Cities will perform or arrange for the performance of such Work and will bear the sole risk and responsibility therefore. In the event the Contractor discovers Hazardous Materials or determines that the Work will comprise Excluded Materials and Activities, the Contractor will immediately cease Work, remove all Contractor personnel or subcontractors from the site, and notify the Cities. The Cities will be responsible to handle such Hazardous Materials at the Cities' expense or appropriately compensate the Contractor for the removal of same. The Contractor will undertake no further Work at the facility except as authorized by the Cities in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Cities will not constitute a default by the Cities.
- B. To the extent permitted by law, the Cities, jointly and severally, agree to release, indemnify, defend, and hold harmless the Contractor, its assigns, consultants, contractors, shareholders, officers, directors, agents, employees and affiliates, from and against all costs, claims, damages, or liability arising out of such Work related to Excluded Materials and Activities performed by or for the Cities, excepting only such costs, claims, damages, or liability as are the result of any act or omission of Contractor; provided that the Contractor gives the Cities written notice within ten (10) business days after receipt of notice of such claim or suit, that the Cities have the sole authority to defend or settle the claims, and that Contractor cooperates fully with the Cities in defending or settling such claims. The Contractor may participate in such defense at its own expense; in no event will the Cities be liable for the Contractor's attorney's fees or other litigation expenses in such action. The Contractor does not take title to any such materials, nor does it assume any responsibility for the transportation, handling or disposal of such property. The Contractor will be solely responsible for any hazardous or other materials that it may bring to the site.

29 Announcements

Except to the extent required by the rules and regulations of the Securities and Exchange Commission and any other securities exchange or market, neither Party will issue a press release publicizing or disclosing any affiliation with the other under this Contract, nor the terms hereof, without the written consent of the other. Notwithstanding the foregoing, the Contractor may include a reference to the Project in its portfolio of projects.

30 Confidential Business Information

- A. Each Party recognizes that, in connection with its role in the performance of Services under this Contract, it shall be given access to information by the other Party, including proprietary information or trade secrets of such Party that are valuable because they are not generally known to the public or in the industry ("Confidential Business Information"). To the extent permitted by law, neither Party, and with respect to the Cities subject to Chapter 239 of the NRS and NRS 332.061, whether during the term of this Contract or thereafter for a period of three (3) years, shall directly or indirectly disclose any item of the other Party's Confidential Business Information to any third party, use any such item for its own benefit or for the benefit of any third party, or permit any third party hereto to so use or disclose said Confidential Business Information, without the prior express written consent of the disclosing Party, until such time as the Confidential Business Information shall have properly become known to the general public. Nothing herein shall preclude the Cities from disclosing information to third-party engineering consultants retained by the Cities to evaluate the Work and recommendations of the Contractor, or otherwise consult with the Cities, provided that such third-party engineering consultants execute a written agreement with the Contractor and the Cities binding them to the same requirements as the Cities listed throughout this Contract for the treatment of any and all confidential information. For purposes of this Contract, the term "Confidential Business Information" is defined in NRS 332.025.
- B. The Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by the Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

31 Third Party Beneficiaries

There are no parties intended to be benefited by this Contract other than the Cities and the Contractor, and accordingly, all third-party beneficiaries are expressly disclaimed.

32 Project Implementation

The Parties agree that the award and Scope of Work contemplated under this Contract includes the work identified under the Financial-Grade Operational Audit. Work will begin upon funding and issuance of a notice to proceed from the City.

33 Materials & Equipment Purchasing

- A. Purchasing Agent. Notwithstanding any other provision of this Contract (including, but not limited to, paragraph 17 above), the Cities hereby appoint the Contractor as the Cities' agent for the purchase of materials and equipment required pursuant to this Contract. The Contractor hereby agrees to act as purchasing agent to purchase such materials and equipment for, and on behalf of the Cities. The Cities shall be bound by the Contractor's purchases of materials and equipment made on behalf of the Cities; provided, however, that the Contractor is acting consistent with the provisions of this Contract, unless the materials and/or equipment are found to be defective, deficient, or do not meet the requirements of the design parameters.

B. Disclosure of Agency Relationship. The Contractor, acting as purchasing agent, shall disclose its role as purchasing agent to all third parties from whom the Contractor, on behalf of the Cities, purchases materials and equipment. All purchase orders must identify the Cities as the purchaser and the Contractor as the Cities' purchasing agent. The Contractor must execute purchase orders for such materials and equipment only as agent for the Cities and not for its own behalf. The following language should be included with each purchase order:

“Without limiting the availability of any other statutory, judicial, or administrative exemptions, exclusions, or deductions otherwise available to limit, exempt, or exclude the application of the any Nevada state or local taxes of any kind, the items covered by this purchase order are being purchased by the Cities for its own purposes AMERESCO, INC. is acting solely as the purchasing agent for the Cities in executing this purchase order and, subject to and in accordance with its agreement with the Cities, is not acquiring any ownership interest in the items that are the subject of this purchase order.”

- C. Transfer of Title. Upon installation and acceptance, the Cities will be the sole owner and title holder of all materials and equipment purchased by the Contractor for, and on behalf of the Cities. Acceptance shall not be unreasonably withheld or delayed. The Contractor shall not hold an ownership interest in the purchased materials and equipment once the same are installed and accepted. Consistent with the Cities' ownership of such materials and equipment, the Cities shall maintain full control over, and reserves the right to use, the materials and equipment as it pleases.
- D. Purchase Price. The Cities, as owner and title holder of the materials and equipment purchased, installed, and accepted on its behalf by the Contractor, shall solely be responsible for the purchase price of such materials and equipment. Acceptance shall not be unreasonably withheld or delayed.
- E. Risk of Loss. The Cities maintain the risk of loss with respect to all materials and equipment purchased by the Contractor for, and on behalf of the Cities once such materials and/or equipment are installed and accepted in/on the Project. Acceptance shall not be unreasonably withheld or delayed.
- F. Indemnification. Notwithstanding anything in this Contract to the contrary, the Cities, jointly and severally, shall hold the Contractor harmless from, and defend Contractor against, any and all losses, damages, claims, costs, penalties, interest, liabilities, and expenses, including reasonable attorneys' fees arising or incurred because of, incident to, or otherwise with respect to, any Nevada state or local sales or use tax liability asserted or assessed by any vendor or supplier, the Nevada Department of Taxation or any other taxing authority with respect to the materials and equipment purchased by Contractor for, and on behalf of, the Cities.

34 Environmental & Tax Credits

Subject to the existing Power Purchase Agreement with NV Energy dated June 8, 2005 (PPA) and excluding all benefits associated with the PPA, the Contractor shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, benefits over and above those subject to the PPA and characteristics associated with or arising out of the transactions contemplated by this Contract or associated with the OCS Measures/ECMs or with the energy, capacity or other electrical savings created under this Contract, howsoever created or recognized in the United States, any political subdivision thereof or any foreign jurisdiction (other than dollar savings realized by the Cities from reductions in its energy use or other operating costs). The Cities shall provide the Contractor all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics. Subject to the PPA and excluding all benefits associated with the PPA, the Parties to this Contract agree that all environmental credits resulting from renewable energy

installations shall be made assignable to the local utility in as a part of the local utility's rebate transaction applicable to the work hereunder to which the credits relate.

35 Bonds

The Contractor shall furnish a Performance Bond in an amount equal to 100% of the contract sum as security for the faithful performance of this Contract and a Labor and Material Payment Bond in an amount not less than 100% of the contract sum as security for the payment of persons performing labor and/or furnishing materials in connection with the Contract. Notwithstanding the foregoing, The Labor and Material Payment Bond and the Performance Bond shall only apply to the installation portion of this Contract and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the work.

36 Drug And Alcohol Policy

- A. Contractor acknowledges and agrees that in order to be eligible to perform work on a Cities public works construction project, Contractor is to have in place a drug and alcohol policy applicable to workers who will be employed on such project. This requirement is a reasonable precaution to ensure a safe and drug-free environment on Cities public works construction projects.
- B. The policy is to be an approved Federal drug and alcohol policy/program which provides, at a minimum, that the use of alcohol, and use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is prohibited while working on any site in connection with work performed under this contract and assurance that Contractor's' subcontractors are required to cooperate with Contractor's policy.
- C. Contractor shall demonstrate compliance with this provision by submitting a certification (form titled Affidavit of Certification for Drug and Alcohol Policy located at the end of this Contract) under penalty of perjury that the policy is in place, that it will be actively enforced and that workers who will be employed on the project will be subject to the policy.

37 Employment Requirements

- A. Contractor acknowledges and agrees that, pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal, first to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada, and second to other citizens of the State of Nevada. If the provisions of this section are not complied with by Contractor, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void.
- B. In connection with the performance of work under this contract, Contractor agrees not to discriminate against any employee or applicant for employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship because of race, creed, color, national origin, sex, sexual orientation, or age. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by Contractor shall constitute a material breach of contract. As used in this article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Ameresco, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

City of Reno

By: _____

Robert A. Cashell, Sr., Mayor

ATTEST:

Reno City Clerk

City of Sparks

By: _____

Geno Martini, Mayor

APPROVED AS TO FORM:

Sparks City Attorney

ATTEST:

Sparks City Clerk

Schedule A: List of Buildings

31 Buildings

BUILDINGS	Area (sf)
Administration building	4,000
Blower building	5,000
Chemical building	7,500
Chemical building No. 2	4,000
Chlorination building	5,000
Chlorine contact building	500
Cogen building	2,000
DAFT building	1,500
Denitrification building	10,000
Digester control building No. 1	4,000
Digester control building No. 2	4,000
Digester control building No. 3	1,500
Digester control building No. 4	5,000
Electrical equipment building	1,500
Ferric chloride building	1,000
Filter facility	10,000
Galleries A - K	20,000
Grit removal building	4,000
Headworks building	4,000
Laboratory building	20,000
Maintenance/warehouse building	10,000
Methanol facility	500
Nitrification pump station	7,500
Nitrification tower recirculation pump station	200
Primary sludge screening building	1,200
RAS pump building	1,000
Reuse irrigation pump station	2,500
Screening facility	0
Solids dewatering building	15,000
Storage building	2,000
Training building	1,500
TOTAL	155,900

Schedule B: Standards of Operation and Comfort

The project does not include retrofits to any existing HVAC system at TMWRF. The following table shows the Standards of Comfort only for the new Ostara building that will be constructed as part of ECM 2. For the general process area of the building, Ameresco will install a heating system for freeze protection. Minimal cooling will be provided via an evaporative cooler. Electrical room in the building will be conditioned with mechanical cooling. No heating system is planned for the electrical room. HVAC system in the new Ostara building will be controlled by local thermostats. No BAS is included in the scope. No occupancy schedule is planned for the building.

	Heating set point	Cooling set point
General process area	45°F	74°F
Electrical room	n/a	74°F

Savings guarantee for ECM 2 assumes that the following centrate water parameters are maintained throughout the performance period.

Parameters	Unit	Average	Min	Max
Centrate flow rate	GPM	165	108	239
Magnesium concentration	mg/L	110	n/a	n/a
Ammonia concentration	mg/L NH3-N	1,400	990	1,600
Ammonia load	lbs/day	2,622	1,656	3,525
Orthophosphate concentration	mg/L PO4-P	230	170	340
Orthophosphate load	lbs/day	467	290	740
pH	SU	7.4	7.1	7.5

Savings guarantee for ECM 4A assumes that TMWRF will provide digester gas for the cogeneration engine free of charge. The digester gas flow rate to the engine is to be maintained at 13,876 cft/hr. It is assumed that the digester gas will have a heating value of 550 Btu/cft or more. TMWRF will install the digester gas cleaning system separately from this project. We assume that the quality of the digester gas going to the engine meets the fuel quality requirements specified by Jenbacher in its Technical Document TA1000-0300 (see attachment).

Savings guarantee for ECM 6 assumes that the following parameters for dewatering operation are maintained throughout the performance period.

Parameters	Unit	Value
Sludge Production		
Digested sludge dewatering feed	gpm	169
Digested sludge solids concentration	%	2
Digested solids production	lbs/day	40,595
Dewatering Feed		
Type of units	n/a	Feed pumps
Number of units	qty	3
Existing pump capacity	gpm	162
Dewatered Cake Storage		
Type of units	n/a	Hopper silos
Number of hoppers	qty	4
Hopper capacity	ft ³	3,500

Schedule C: Installment Purchase Cash Flow Analysis

See attachment for project cash flow. The cash flow assumes the following:

1. Performance period is 15 years.
2. No financing will be used to construct the project. City of Reno and City of Sparks will provide all funds necessary for project construction.
3. Cash flow includes annualized Operation & Maintenance (O&M) costs. The O&M agreement will be a separate agreement between City of Reno and City of Sparks, and local service providers. Ameresco will not provide O&M services for this project.
4. Final amount of utility rebate and Renewable Energy Credits will be determined by NV Energy.
5. Electricity escalation rate is 2.89% per year.
6. Chemical cost escalation rate is 2.89% per year.
7. Biosolid hauling escalation rate is 3.19% per year.
8. Biosolid disposal escalation rate is 2.38% per year.
9. Fertilizer sale escalation rate is 0% per year.
10. M&V and O&M cost escalation rate is 2.38% per year.

**Installment Purchase Cash Flow Analysis
Truckee Meadows Water Reclamation Facility**

(December 10, 2013)

Initial Project Costs:	
Detailed Energy Audit	\$ 149,835
Performance and Payment Bond, Permits	\$ 210,930
Implementation Costs	\$ 24,550,824
Total Initial Project Costs	\$ 24,911,589
3rd Party Consultant Fee	\$ 125,000
Net Project Costs	\$ 25,036,589
Customer Contribution	\$ (25,036,589)
Total Amount Financed	\$ -

Financial Assumptions	
Term of Project (years)	15.0 yrs
Term of Financing (years)	15.0 yrs
Estimated Financing Rate	0.00%
Payments per Year (frequency)	-
Discount Rate	3.75%
Electricity Escalation Rate (annual)	2.89%
Chemical Cost Escalation Rate (annual)	2.89%
Biosolid Hauling Escalation Rate (annual)	3.19%
Biosolid Disposal Escalation Rate (annual)	2.38%
Fertilizer Sale Escalation Rate (annual)	0.00%
M&V and O&M Cost Escalation Rate (annual)	2.38%

	Initial Values	Year									
		1	2	3	4	5	6	7	8	9	10
1 Electricity Cost Savings	\$ 350,049	\$ 360,165	\$ 370,574	\$ 381,284	\$ 392,303	\$ 403,641	\$ 415,306	\$ 427,308	\$ 439,657	\$ 452,363	\$ 465,437
2 Chemical Cost Savings	\$ 498,090	\$ 512,485	\$ 527,296	\$ 542,534	\$ 558,214	\$ 574,346	\$ 590,945	\$ 608,023	\$ 625,595	\$ 643,675	\$ 662,277
3 Biosolid Hauling Cost Savings	\$ 63,237	\$ 65,254	\$ 67,336	\$ 69,484	\$ 71,700	\$ 73,988	\$ 76,348	\$ 78,783	\$ 81,297	\$ 83,890	\$ 86,566
4 Biosolid Disposal Cost Savings	\$ 169,864	\$ 173,907	\$ 178,046	\$ 182,283	\$ 186,622	\$ 191,063	\$ 195,610	\$ 200,266	\$ 205,032	\$ 209,912	\$ 214,908
5 Fertilizer Sale Savings	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424
6 Total Cost Savings (Sum of Lines 1 to 5)	\$ 1,221,664	\$ 1,252,235	\$ 1,283,675	\$ 1,316,009	\$ 1,349,263	\$ 1,383,461	\$ 1,418,633	\$ 1,454,804	\$ 1,492,005	\$ 1,530,264	\$ 1,569,611
7 Guaranteed Cost Savings	\$ 1,099,498	\$ 1,127,012	\$ 1,155,308	\$ 1,184,408	\$ 1,214,336	\$ 1,245,115	\$ 1,276,769	\$ 1,309,324	\$ 1,342,804	\$ 1,377,238	\$ 1,412,650
8 Total O&M Savings	\$ (98,777)	\$ (101,128)	\$ (103,535)	\$ (105,999)	\$ (108,522)	\$ (111,104)	\$ (113,749)	\$ (116,456)	\$ (119,228)	\$ (122,065)	\$ (124,970)
9 Stipulated Savings	\$ 96,439	\$ 99,111	\$ 101,857	\$ 104,680	\$ 107,580	\$ 110,561	\$ 113,624	\$ 116,772	\$ 120,008	\$ 123,333	\$ 126,750
10 NV Energy Rebates (Note 4)	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995
11 Renewable Energy Credits (\$0.005/kWh)	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481
12 Total Project Savings (Sum of Lines 7 to 11)	\$ 1,125,641	\$ 1,169,471	\$ 1,182,112	\$ 1,211,570	\$ 1,241,875	\$ 1,273,052	\$ 1,305,125	\$ 1,338,121	\$ 1,372,065	\$ 1,406,986	\$ 1,442,910
13 TMWRF Future Years CIP Contribution											
14 Total Project Funds Available (Line 12 + Line 13)	\$ 1,125,641	\$ 1,169,471	\$ 1,182,112	\$ 1,211,570	\$ 1,241,875	\$ 1,273,052	\$ 1,305,125	\$ 1,338,121	\$ 1,372,065	\$ 1,406,986	\$ 1,442,910
15 Payments for Financing Equipment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16 Payments from CIP Contribution											
17 Payments for Measurement and Verification Services	\$ 38,665	\$ 39,585	\$ 40,527	\$ 41,492	\$ 42,480	\$ 43,491	\$ 44,526	\$ 45,586	\$ 46,671	\$ 47,782	\$ 48,919
18 Payments for My Energy Pro Services	\$ 9,375	\$ 9,598	\$ 9,827	\$ 10,060	\$ 10,300	\$ 10,545	\$ 10,796	\$ 11,053	\$ 11,316	\$ 11,585	\$ 11,861
19 Total Payments (Sum of Lines 15 to 18)	\$ 48,040	\$ 49,183	\$ 50,354	\$ 51,552	\$ 52,780	\$ 54,036	\$ 55,322	\$ 56,639	\$ 57,987	\$ 59,367	\$ 60,780
20 Net Annual Benefit (Line 14 - Line 19)	\$ 1,077,601	\$ 1,120,288	\$ 1,131,758	\$ 1,160,017	\$ 1,189,095	\$ 1,219,016	\$ 1,249,803	\$ 1,281,482	\$ 1,314,078	\$ 1,347,619	\$ 1,382,130
21 Cumulative Cash Flow	\$ 19,859,644	\$ 1,120,288	\$ 2,252,046	\$ 3,412,063	\$ 4,601,159	\$ 5,820,175	\$ 7,069,978	\$ 8,351,460	\$ 9,665,538	\$ 11,013,157	\$ 12,395,288
22 Net Present Value of Cash Flow	\$ 14,728,565										

Line #	11	12	13	14	15	Totals
1 Electricity Cost Savings	\$ 478,888	\$ 492,728	\$ 506,967	\$ 521,619	\$ 536,694	\$ 6,644,933
2 Chemical Cost Savings	\$ 681,417	\$ 701,109	\$ 721,372	\$ 742,219	\$ 763,669	\$ 9,455,174
3 Biosolid Hauling Cost Savings	\$ 89,327	\$ 92,177	\$ 95,117	\$ 98,152	\$ 101,283	\$ 1,230,702
4 Biosolid Disposal Cost Savings	\$ 220,023	\$ 225,259	\$ 230,621	\$ 236,109	\$ 241,729	\$ 3,091,390
5 Fertilizer Sale Savings	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 140,424	\$ 2,106,360
6 Total Cost Savings (Sum of Lines 1 to 5)	\$ 1,610,079	\$ 1,651,697	\$ 1,694,501	\$ 1,738,523	\$ 1,783,798	\$ 22,528,560
7 Guaranteed Cost Savings	\$ 1,449,071	\$ 1,486,528	\$ 1,525,051	\$ 1,564,671	\$ 1,605,419	\$ 20,275,704
8 Total O&M Savings	\$ (127,945)	\$ (130,990)	\$ (134,107)	\$ (137,299)	\$ (140,567)	\$ (1,797,663)
9 Stipulated Savings	\$ 130,262	\$ 133,871	\$ 137,580	\$ 141,392	\$ 145,310	\$ 1,812,690
10 NV Energy Rebates (Note 4)	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995	\$ 15,995
11 Renewable Energy Credits (\$0.005/kWh)	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 28,481	\$ 427,214
12 Total Project Savings (Sum of Lines 7 to 11)	\$ 1,479,869	\$ 1,517,890	\$ 1,557,005	\$ 1,597,245	\$ 1,638,643	\$ 20,733,940
13 TMWRF Future Years CIP Contribution						\$ -
14 Total Project Funds Available (Line 12 + Line 13)	\$ 1,479,869	\$ 1,517,890	\$ 1,557,005	\$ 1,597,245	\$ 1,638,643	\$ 20,733,940
15 Payments for Financing Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16 Payments from CIP Contribution						\$ -
17 Payments for Measurement and Verification Services	\$ 50,083	\$ 51,275	\$ 52,495	\$ 53,744	\$ 55,023	\$ 703,679
18 Payments for My Energy Pro Services	\$ 12,143	\$ 12,432	\$ 12,728	\$ 13,031	\$ 13,341	\$ 170,618
19 Total Payments (Sum of Lines 15 to 18)	\$ 62,226	\$ 63,707	\$ 65,223	\$ 66,775	\$ 68,364	\$ 874,297
20 Net Annual Benefit (Line 14 - Line 19)	\$ 1,417,643	\$ 1,454,183	\$ 1,491,782	\$ 1,530,470	\$ 1,570,279	\$ 19,859,644
21 Cumulative Cash Flow	\$ 13,812,931	\$ 15,267,113	\$ 16,758,895	\$ 18,289,365	\$ 19,859,644	

- Notes:
- This cash flow reflects an estimated tax exempt lease rate of 0%. The actual rate will increase or decrease based on market conditions and customer credit rating at the time of lease funding.
 - Revenues are based on current utility rate structures and usage information provided for purposes of this project.
 - The performance and payment bonds apply only to the installation portion of the contract and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of 12 months following completion and acceptance of the work.
 - The amount of the utility rebate(s) are not guaranteed. The final rebate amount will be determined by the utility company.
 - Electricity escalation rate is calculated based on NIST Energy Price Indices for commercial electricity for census region 4. A copy of the table is included in the FGOA Appendix.
 - Chemical cost escalation rate is assumed the same as electricity escalation rate.
 - Biosolids hauling cost escalation rate is based on transportation fuel price escalation. It is calculated using U.S. EIA Independent Statistics and Analysis data for 2014 to 2030.
 - Biosolids disposal cost escalation rate is based on Nevada CPI increases from 2002 to 2012. Data is from U.S. Dept of Labor - Bureau of Labor and Statistics.
 - O&M and M&V costs escalation rates are based on Nevada CPI increases from 2002 to 2012. Data is from U.S. Dept of Labor - Bureau of Labor and Statistics.

Schedule D: Project Cost Summary

Item	All Other ECMs (\$)	Markup (%)	ECM 7 only (\$)	Markup (%)
Direct costs	\$ 18,286,551		\$ 281,487	
Design oversight	\$ 822,895	4.5%	\$ 19,704	7.0%
Construction management	\$ 640,029	3.5%	\$ 21,112	7.5%
Project administration	\$ 182,866	1.0%	\$ 5,630	2.0%
Contract administration	\$ 137,149	0.75%	\$ 4,222	1.5%
Project warranty	\$ 45,716	0.25%	\$ 1,407	0.5%
Training	\$ 45,716	0.25%	\$ 5,630	2.0%
Commissioning	\$ 182,866	1.0%	\$ 8,445	3.0%
Initial M&V at construction	\$ 91,433	0.5%	\$ 4,222	1.5%
Travel	\$ 91,433	0.5%	\$ 8,445	3.0%
Discount	\$ (256,012)	-1.4%	\$ -	0.0%
	\$ 20,270,642		\$ 360,303	
Overhead and Profit	\$ 3,851,422	19.0%	\$ 68,458	19.0%
Implementation cost	\$ 24,550,824			
FGOA fee	\$ 149,835			
Performance and payment bond fee	\$ 210,930			
Total Project Cost	\$ 24,911,589			
Third party consultant fee	\$ 125,000			
Total Cost	\$ 25,036,589			

Schedule E: Payment Schedule

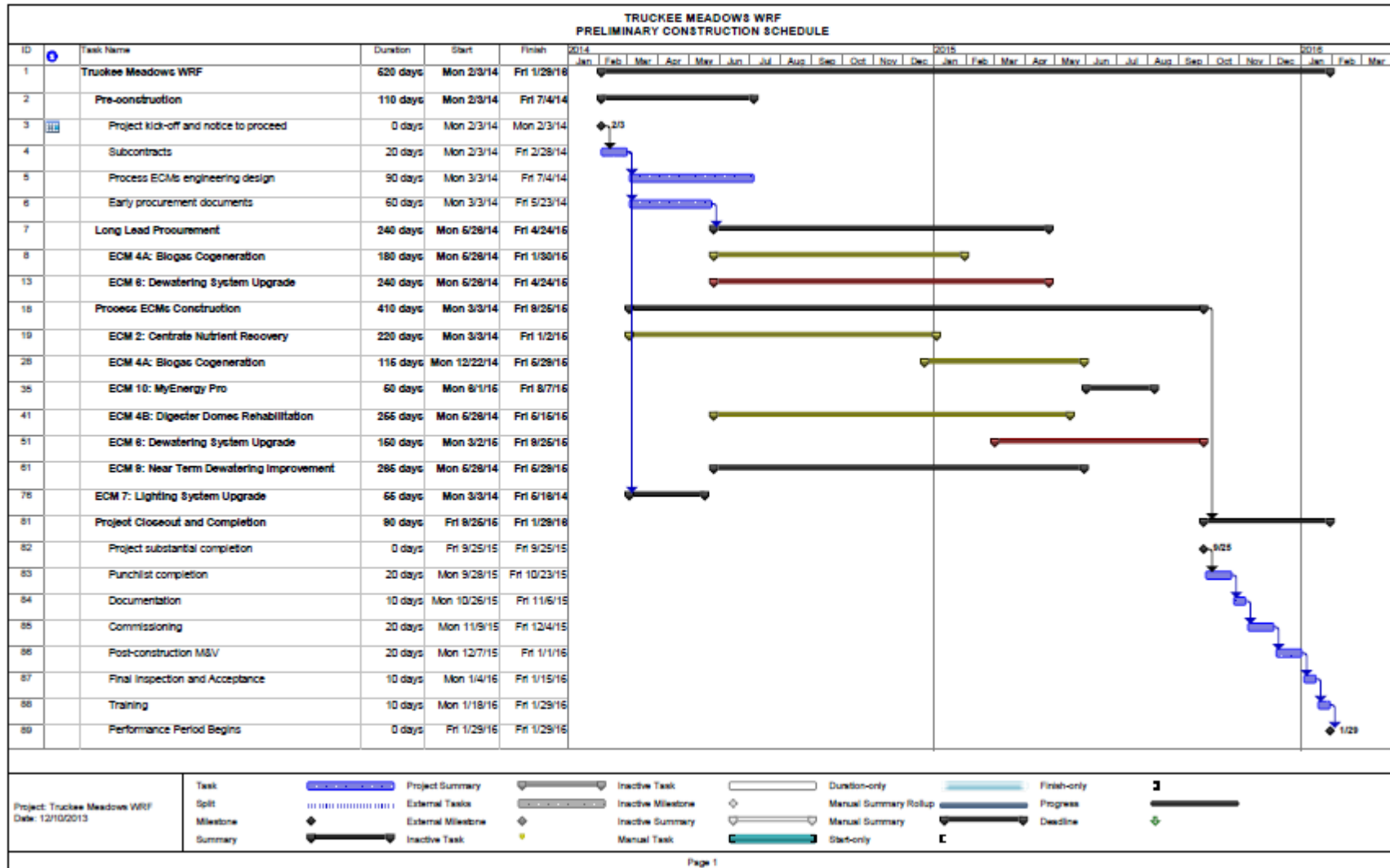
The following table shows the estimated fund draw schedule paid to Ameresco during construction. The actual monthly invoice amounts will be based on actual construction progress. The third party consultant fee shown in Schedule D will be paid separately by City of Reno and City of Sparks to the third party consultant.

Month	Construction Draw
1	\$ 360,765
2	\$ 1,363,893
3	\$ 1,363,893
4	\$ 1,770,002
5	\$ 1,949,129
6	\$ 1,711,487
7	\$ 1,711,487
8	\$ 1,711,487
9	\$ 1,696,299
10	\$ 1,696,299
11	\$ 869,953
12	\$ 1,306,809
13	\$ 1,150,719
14	\$ 1,168,859
15	\$ 962,890
16	\$ 811,225
17	\$ 887,760
18	\$ 584,430
19	\$ 303,331
20	\$ 303,331
21	\$ -
22	\$ -
23	\$ -
24	\$ 1,227,541
TOTAL	\$ 24,911,589

The following table summarizes the cost of the Measurement and Verification services provided by Ameresco in each year following Final Project Acceptance. Measurement and Verification services will be invoiced within 30 days after delivery of each annual measurement and verification report.

Year	M&V Cost
1	\$ 39,585
2	\$ 40,527
3	\$ 41,492
4	\$ 42,480
5	\$ 43,491
6	\$ 44,526
7	\$ 45,586
8	\$ 46,671
9	\$ 47,782
10	\$ 48,919
11	\$ 50,083
12	\$ 51,275
13	\$ 52,495
14	\$ 53,744
15	\$ 55,023

Schedule F: Project Schedule



Schedule G: Insurance

The Contractor will determine the insurance requirements for the subcontractors and will verify coverage.

FORMAT/TIME

The Contractor shall provide Cities with Certificates of Insurance for coverages as listed below, and endorsements affecting coverage required by this bid within **10 calendar days** after the award by the Cities. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

BEST KEY RATING

The Cities requires insurance carriers to maintain during the contract term, a Best Key Rating of A VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

THE Cities COVERAGE

The Cities, its officers and employees must be expressly covered as additional insureds, except on workers' compensation insurance coverages. The Contractor's insurance shall be primary as respects the Cities, its officers and employees.

ENDORSEMENT/CANCELLATION

The Contractor's general liability insurance policy shall be endorsed to recognize specifically the Contractor's contractual obligation of additional insured to the Cities and must note that the Cities will be given 30 calendar days advance notice of any policy changes or cancellations. Contractor will provide 30 days notice, and 10 days notice for non-payment if the insurer will not provide that notice.

DEDUCTIBLES

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$200,000** without the express written permission of the Cities, except as to Errors and Omissions which deductible may not exceed the sum of **\$500,000**.

AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, the Contractor shall maintain limits of no less than **\$2,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form or by other manuscript form providing equal or greater insurance coverage.

AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, the Contractor shall maintain limits of no less than **\$2,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by the Contractor and **any auto** used for the performance of services under this contract.

WORKERS' COMPENSATION

The Contractor shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes, regardless of whether the Contractor has any employees, and regardless of whether the insurer has determined that the Contractor is exempt from the provisions of the workers' compensation statutes.

FAILURE TO MAINTAIN COVERAGE

If the Contractor fails to maintain any of the insurance coverages required herein, the Cities may withhold payment, order the Contractor to stop the work, declare the Contractor 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. The Cities may collect any replacement insurance costs or premium payments made from the Contractor or deduct the amount paid from any sums due the Contractor under this Contract.

ADDITIONAL INSURANCE

The Contractor is encouraged to purchase any such additional insurance, as it deems necessary.

DAMAGES

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

COST

The Contractor shall pay all associated costs for the specified insurance. The cost shall be included in the bid price.

INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Cities. Attention of Dan Marran, Contracts and Risk Manager, City of Sparks, 431 Prater Way, Sparks, NV 89431 Reno, NV 89505 and Attention of Jason Geddes, Environmental Services Manager, P.O. Box 1900, Reno, NV 89505.

INSURANCE FORM INSTRUCTIONS

The Contractor's Insurance Company representative must fill in the following information:

- A. Insurance Broker's company name, complete address, contact name, phone, and fax numbers.
- B. Contractor's name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - (1) Policy Number
 - (2) Policy Effective Date
 - (3) Policy Expiration Date
 - (4) General Aggregate (\$2,000,000)
 - (5) Products-Completed Operations Aggregate (\$2,000,000)
 - (6) Personal & Advertising Injury (\$1,000,000)
 - (7) Each Occurrence (\$1,000,000)
 - (8) Fire Damage (\$50,000)
 - (9) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - (1) Policy Number
 - (2) Policy Effective Date
 - (3) Policy Expiration Date
 - (4) Combined Single Limit (\$1,000,000)
- F. Workers' Compensation
- G. Description: Name of Contract (must be identified on the initial insurance form and each renewal form).

Certificate Holder: (The Certificate Holder is named as an additional insured.)

City of Reno
1 East First Street
P.O. Box 1900
Reno, Nevada, 89505

City of Sparks
431 Prater Way
Sparks, Nevada 89431

Nevada Resident Agent Signature or Contractor's insurer if the insurer has a non-resident license.

ERRORS AND OMISSIONS

Contractor shall maintain during the term of this Contract and for six years after the completion of the project errors and omissions insurance, with each subsequent renewal having a retroactive date which predates the date of this Agreement, in the amount of not less than ten million dollars (\$10,000,000). As evidence of errors and omissions insurance coverage, the Cities will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written day notice of cancellation to the certificate holder.

Exhibit H

2013-2014 Prevailing Wage Rates

Washoe County



nevada
Office of the Labor Commissioner



2014 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2013

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014*

***Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

[AIR BALANCE TECHNICIAN](#)
[ALARM INSTALLER](#)
[BOILERMAKER](#)
[BRICKLAYER](#)
[CARPENTER](#)
[CEMENT MASON](#)
[ELECTRICIAN-COMMUNICATION TECH.](#)
[ELECTRICIAN-LINE](#)
[ELECTRICIAN-NEON SIGN](#)
[ELECTRICIAN-WIREMAN](#)
[ELEVATOR CONSTRUCTOR](#)
[FENCE ERECTOR](#)
[FLAGPERSON](#)
[FLOOR COVERER](#)
[GLAZIER](#)
[HIGHWAY STRIPER](#)
[HOD CARRIER-BRICK MASON](#)
[HOD CARRIER-PLASTERER TENDER](#)

[IRON WORKER](#)
[LABORER](#)
[MECHANICAL INSULATOR](#)
[MILLWRIGHT](#)
[OPERATING ENGINEER](#)
[OPERATING ENG. STEEL FABRICATOR/ERECTOR](#)
[OPERATING ENGINEER-PILEDRIVER](#)
[PAINTER](#)
[PILEDRIVER \(NON-EQUIPMENT\)](#)
[PLASTERER](#)
[PLUMBER/PIPEFITTER](#)
[REFRIGERATION](#)
[ROOFER \(Does not include sheet metal roofs\)](#)
[SHEET METAL WORKER](#)
[SPRINKLER FITTER](#)
[SURVEYOR \(NON-LICENSED\)](#)
[TAPER](#)
[TILE /TERRAZZO WORKER/MARBLE MASON](#)
[TRAFFIC BARRIER ERECTOR](#)
[TRUCK DRIVER](#)
[WELL DRILLER](#)
[LUBRICATION AND SERVICE ENGINEER \(MOBILE AND GREASE RACK\)](#)
[SOIL TESTER \(CERTIFIED\)](#)
[SOILS AND MATERIALS TESTER](#)

**PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL
APPLICABLE FRINGES**

NRS 338.010(21) “Wages” means:

- (a) The basic hourly rate of pay; and
- (b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman

CRAFT

RATE

AIR BALANCE TECHNICIAN

ADD SHEET METAL ZONE RATE

Air Balance Technician-Journeyman	51.24
Air Balance Technician-Foreman	54.10
Air Balance Technician-General Foreman	56.97

ALARM INSTALLER

Alarm Installer	28.11
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BOILERMAKER

Boilermaker	65.94
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BRICKLAYER

ADD ZONE RATE

Bricklayer-Journeyman	34.78
Bricklayer-Foreman	36.03
Bricklayer-General Foreman	37.78

CARPENTER

ADD ZONE RATE

Carpenter-Journeyman	39.55
Carpenter-Foreman	42.30

CEMENT MASON

ADD ZONE RATE

Cement Mason-Journeyman	35.40
Cement Mason-Foreman	37.65

ELECTRICIAN-COMMUNICATION TECHNICIAN

ADD ZONE RATE

Communication Installer	31.37
Communication Technician	34.68
Senior Technician	37.25

ELECTRICIAN-LINE

Electrician-Groundman	43.95
Electrician-Lineman	65.03
Electrician-Foreman	70.71

Electrician-General Foreman	76.44
Heavy Equipment Operator	53.75

ELECTRICIAN-NEON SIGN

Electrician-Neon Sign	47.28
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ELECTRICIAN-WIREMAN

Wireman	51.62
Cable Splicer	55.43
Wireman-Foreman	55.43
Wireman-General Foreman	59.29

[ADD ZONE RATE](#)

ELEVATOR CONSTRUCTOR

Elevator Constructor-Journeyman Mechanic	87.91
Elevator Constructor-Mechanic in Charge	95.74

FENCE ERECTOR

Fence Erector	42.57
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FLAGPERSON

Flagperson	28.70
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[ADD LABORER ZONE RATE](#)

FLOOR COVERER

Floor Coverer-Journeyman	36.89
Floor Coverer-Foreman	39.43

GLAZIER

Glazier Journeyman	19.25
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HIGHWAY STRIPER

Highway Striper	34.32
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[ADD LABORER ZONE RATE](#)

**HOD CARRIER-BRICK MASON
TENDER**

Brick Mason-Journeyman	30.47
Brick Mason-Foreman	30.97

[ADD ZONE RATE](#)

HOD CARRIER-PLASTERER TENDER

[ADD ZONE RATE](#)

Plasterer Tender-Journeyman	35.01
Plasterer Tender-Gun Tender	36.01
Plasterer Tender-Foreman	36.37

IRON WORKER

Ironworker-Journeyman	59.30
Ironworker-Foreman	62.60
Ironworker-General Foreman	66.23

LABORER

[ADD ZONE RATE](#)

SEE [GROUP CLASSIFICATIONS](#)

Landscaper	26.41
Furniture Mover	27.91
Group 1	31.57
Group 1A	28.70
Group 2	31.67
Group 3	31.82
Group 4	32.07
Group 4A	33.22
Group 5	32.37
Group 6	
Nozzlemen, Rodmen	32.37
Gunmen, Materialmen	32.07
Reboundmen	31.72
Gunite Foremen	32.77

MECHANICAL INSULATOR

[ADD ZONE RATE](#)

Mechanical Insulator-Mechanic	58.43
Mechanical Insulator-Foreman	61.71
Mechanical Insulator-General Foreman	64.99

MILLWRIGHT

[ADD ZONE RATE](#)

Millwright	53.26
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OPERATING ENGINEER

[ADD ZONE RATE](#)

SEE [GROUP CLASSIFICATIONS](#)

Group 1	44.74
Group 1A	47.50
Group 2	48.03

Group 3	48.30
Group 4	49.04
Group 5	49.34
Group 6	49.51
Group 7	49.76
Group 8	50.35
Group 9	50.67
Group 10	51.02
Group 10A	51.21
Group 11	51.47
Group 11A	53.09
Group 11B	53.90

Foreman

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" shift

**OPERATING ENGINEER-STEEL
FABRICATOR & ERECTOR
SEE GROUP CLASSIFICATIONS**

ADD ZONE RATE

Group 1	60.04
Group 1 Truck Crane Oiler	53.87
Group 1 Oiler	51.91
Group 2	58.53
Group 2 Truck Crane Oiler	53.62
Group 2 Oiler	51.70
Group 3	57.29
Group 3 Truck Crane Oiler	53.40
Group 3 Oiler	51.48
Group 3 Hydraulic	53.07
Group 4	55.56
Group 5	54.46

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" Shift

OPERATING ENGINEER -PILEDRIVER **ADD ZONE RATE**
SEE GROUP CLASSIFICATIONS

Group 1	59.51
Group 1 Truck Crane Oiler	54.05
Group 1 Oiler	52.13
Group 2	57.97
Group 2 Truck Crane Oiler	53.84
Group 2 Oiler	51.93
Group 3	56.52
Group 3 Truck Crane Oiler	53.62
Group 3 Oiler	51.70
Group 4	55.01
Group 5	53.90
Group 6	52.79
Group 7	51.83
Group 8	50.87
Add 7% to base for "Second" Shift	-
Add 12.5% to base for "Special" Shift	-

PAINTER

Brush/Roller Painter	33.49
Spray Painter/Paperhanger	34.34
Sandblaster	34.38
Structural Steel & Steeplejack	35.34
Swing Stage	36.34
Special Coating Application-Brush	34.84
Special Coating Application-Spray	35.34
Special Coating Application-Spray Steel	35.56
Foreman	\$1.00 above highest Journeyman

PILEDRIVER

Piledriver-Journeyman	50.81
Piledriver-Foreman	54.30

PLASTERER[ADD ZONE RATES](#)

Plasterer - Journeyman	36.37
Plasterer - Foreman	38.62

PLUMBER/PIPEFITTER

Plumber/Pipefitter-Journeyman	45.20
Plumber/Pipefitter-Foreman	48.16
Plumber/Pipefitter-General Foreman	51.11

REFRIGERATION

Refrigeration	43.68
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ROOFER (Does not include sheet metal roofs)

Rofer	22.30
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SHEET METAL WORKER[ADD ZONE RATE](#)

Sheet Metal Worker-Journeyman	51.24
Sheet Metal Worker-Foreman	54.10
Sheet Metal Worker-General Foreman	56.97

SPRINKLER FITTER

Sprinkler Fitter -Journeyman	55.22
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SURVEYOR[ADD ZONE RATE](#)

Surveyor	48.30
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TAPER

Taper	38.16
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**TILE SETTER/TERRAZZO
WORKER/MARBLE MASON-FINISHER**

Tile, Terrazzo and Marble Finisher – Journeyman	26.37
Tile, Terrazzo and Marble Finisher –Foreman	27.62
Tile, Terrazzo and Marble Finisher –General Foreman	29.37

**TILE SETTER/TERRAZZO
WORKER/MARBLE MASON**

ADD ZONE RATE

Tile Setter-Journeyman	34.67
Tile Setter-Foreman	35.92
Tile Setter-General Foreman	37.67
Terrazzo/Marble Mason-Journeyman	36.17
Terrazzo/Marble Mason-Foreman	37.42
Terrazzo/Marble Mason-General Foreman	39.17

TRAFFIC BARRIER ERECTOR

ADD LABORER ZONE RATE

Traffic Barrier Erector	31.57
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TRUCK DRIVER

**Dump Trucks (Single or Multiple Units
Including Semi's & Double Transfer Units),
Dumpcretes and Bulk Cement Spreader)**

Under 4 yds. (water level)	20.80
4 yds. & under 8 yds. (water level)	20.80
8 yds. & under 18 yds. (water level)	20.80
18 yds. & under 25 yds. (water level)	20.80
25 yds. & under 60 yds. (water level)	20.80
60 yds. & under 75 yds. (water level)	20.80
75 yds. & under 100 yds. (water level)	20.80
100 yds. & under 150 yds.(water level)	20.80
150 yds. & under 250 yds. (water level)	20.80
250 yds. & under 350 yds. (water level)	20.80
350 yds. & over (water level)	20.80

Transit Mix

Under 8 yds.	20.80
8 yds. & including 12 yds.	20.80
Over 12 yds.	20.80

Transit Mix (Using Boom)

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used	20.80
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Water & Jetting Trucks

Up to 2,500 gallons	20.80
2,500 gallons & over	20.80
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	20.80
Heavy Duty Transport (High Bed)	20.80
Heavy Duty Transport(Gooseneck low bed)	20.80
Tiltbed or Flatbed Pull Trailers	20.80
Bootman, Comb. Bootman & Road Oiler	20.80
Flat Rack (2 or 3 axle unit)	20.80

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit)	20.80
18,000 lbs. & over (single unit)	20.80
Helicopter Pilot (transporting men/materials)	20.80
Lift Jitneys	20.80

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	20.80
18,000 lbs. and over	20.80
Warehousemen Spotter	20.80
Warehouse Clerk	20.80
Tire Repairmen	20.80
Truck Repairmen	20.80
Pick Up Truck & Pilot Cars (Jobsite)	20.80
Pick Up Truck & Pilot Cars (Over the road)	20.80
Truck Oil Greaser	20.80
Fuel Truck Driver	20.80
Fuel Man & Fuel Island Man	20.80
Oil Tanker	20.80
Oil Tanker with Pup	20.80
Foreman:	20.80

WELL DRILLER

Well Driller 30.82

**LUBRICATION AND SERVICE
ENGINEER (MOBILE AND GREASE
RACK)**

ADD OPERATING ENG. ZONE RATE

Lubrication and Service Engineer (mobile
and grease rack) 49.51

SOIL TESTER (CERTIFIED)

Soil Tester (Certified) 34.51

SOILS AND MATERIALS TESTER

Soils and Materials Tester 34.51

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

Amendments to the prevailing wage determinations;
Group Classifications and/or descriptions recognized by the Labor
Commissioner and included with wage determinations for a particular type
of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;

8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging of glass on trucks at the site of the public work;

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;

2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

HOD CARRIER-PLASTERER TENDER, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;

13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;

7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:

- Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
 - Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
 - Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
 3. Shaping metal over anvils, blocks or forms using a hammer;
 4. Operating soldering and welding equipment to join sheet metal parts;
 5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
 6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms

TILE SETTER, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade

TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
 2. Extending stabilizing jackscrews to support and level a drilling rig;
 3. Installing water well pumps;
 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.
-

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

All cleanup work of debris, grounds, and building including windows and tile

Dumpmen or Spotter (other than asphalt)
Handling and Servicing of Flares, Watchmen
General Laborer
Guide Posts and Highway Signs
Guardrail Erection and Dismantling
Limber, Brushloader and Piler
Pavement Marking and Highway Striping
Traffic Control Supervisor

Group 2

Choker setter or Rigger (clearing work only) Pittsburgh
Chipper and similar type brush shredders
Concrete worker (wet or dry) all concrete work not listed in Group 3
Crusher or Grizzly Tender
Greasing Dowels
Guinea Chaser (Stakemen)
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading,
(Carrying and handling of all rods and material for use in reinforcing concrete
Railroad Trackmen (maintenance, repair or builders)
Sloper
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

Group 3

Asphalt Workers (Ironers, Shovelers, Cutting Machine)
Buggymobile
Chainsaw, Faller, Logloader and Bucker
Compactor (all types)
Concrete Mixer under 1/2 yard
Concrete Pan Work (Breadpan type), handling, cleaning\stripping
Concrete Saw, Chipping, Grinding, Sanding, Vibrator
Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
Curbing or Divider machine
Curb Setter (precast or cut)
Ditching Machine (hand-guided)
Drillers Helper, Chuck Tender
Form Raiser, Slip Forms
Grouting of Concrete Walls, Windows and Door Jams

Headerboardmen

Jackhammer, Pavement Breaker, Air Spade

Mastic Worker (wet or dry)

Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials

All Power Tools (air, gas, or electric), Post Driver

Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry

Rototiller

Rigging and Signaling in connection with Laborers' work

Sandblaster, Potmen, Gunmen or Nozzlemen

Vibra-screed

Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

Group 4

Burning and Welding in connection with Laborers' work

Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units

High scalers

Concrete pump operator

Heavy Duty Vibrator with Stinger 5" diameter or over

Pipelayer, Caulker and Bander

Pipelayer-waterline, Sewerline, Gasoline, Conduit

Cleaning of Utility Lines

Slip Lining of Utility Lines (including operation of Equipment)

TV Monitoring and Grouting of Utility Lines

Asphalt Rakers

Group 4A

Foreman

Group 5

Construction Specialists

Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing

Asbestos removal

Lead abatement

Hazardous waste

Material removal

Group 6

Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1

Engineer Assistant

Group 1A

Heavy Duty Repairman Helper

Oiler

Parts man

Group 2

Compressor Operator

Material Loader and/or Conveyor Operator (handling building materials)

Pump Operator

Group 3

Bobcat or similar loader, 1/4 cu. yd. or less

Concrete Curing Machines (streets, highways, airports, canals)

Conveyor Belt Operator (tunnel)

Forklift (under 20)

Engineer Generating Plant (500 K.W.)

Mixer Box Operator (concrete plant)

Motorman

Rotomist Operator

Oiler (truck crane)

Group 4

Concrete Mixer Operator, Skip type

Dinky Operator

Forklift (20' or over) or Lumber Stacker

Ross Carrier

Skip Loader Operator (under one (1) cu. yd.)

Tie Spacer

Group 5

Concrete Mixers (over one (1) cu. yd.)

Concrete Pumps or Pumpcrete Guns

Elevator and Material Hoist (one (1) drum)

Groundman for Asphalt Milling and similar

Group 6

Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.

Boom Truck or Dual Purpose a-Frame Truck

B.L.H. Lima Road Pactor or similar

Chip Box Spreader (Flaherty type or similar)
Concrete Batch Plant (wet or dry)
Concrete Saws (highways, streets, airports, canals)
Locomotives (over thirty (30) tons)
Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
Pavement Breaker, Truck Mounted, with compressor combination
Pavement Breaker or Tamper (with or without compressor combination)
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Roller Operator (except asphalt)
Self-Propelled Tape Machine
Self-Propelled Compactor (single engine)
Self-Propelled Power Sweeper Operator
Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
Small Rubber-Tired Tractors
Snooper Crane, Paxton-Mitchell or similar
Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.
Compressor (over 2)
Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
Concrete Conveyor, Building Site
Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
Crusher Plant Engineer
Generators
Kolman Loader
Material Hoist (two (2) or more drums)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
Mine or Shaft Hoist
Pipe Bending Machines (pipeline only)
Pipe Cleaning Machines (tractor-propelled and supported)
Pipe Wrapping Machines (tractor-propelled and supported)
Portable Crushing and Screening Plants
Post Driller And/Or Driver
Pumps (over 2)
Roller Operator (asphalt)
Screedman (except asphaltic or concrete paving)
Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)

Slusher Operator
Surface Heater and Planer Operator
Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
Truck-Type Loader
Welding Machines (gasoline or diesel)

Group 8

Asphalt Plant Engineer
Asphalt Milling Machine
Cast-In-Place Pipe-Laying Machine
Combination Slusher and Motor Operator
Concrete Batch Plant (multiple units)
Dozer Operator
Drill Doctor
Elevating Grader Operator
Grooving and Grinding Machine (highways)
Ken Seal Operator
Loader (up to and including two and one-half (2 1/2) cu. yds)
Mechanical Trench Shield
Mixermobile
Push Cats
Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)
Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
Sheepfoot
Small Tractor (with boom)
Soil Stabilizer (P & H or equal)
Timber Skidder (rubber-tired) or similar equipment
Tractor-Drawn Scraper
Tractor Operator
Tractor-Mounted Compressor Drill Combination
Trenching Machine Operator (over three (3) feet depth)
Tri-Batch Paver
Tunnel Badger or Tunnel Boring Machine Operator
Tunnel Mole Boring Machine
Vermeer T-600b Rock Cutter

Group 9

Chicago Boom
Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
Combination Mixer and Compressor (gunite)
Heavy Duty Repairman and/or Welder

Lull Hi-Lift (twenty (20) feet or over)
Mucking Machine
Sub-Grader (Gurries or other types)
Tractor (with Boom) (D6 or larger)
Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

Boom-Type Backfilling Machine
Bridge Crane
Cary-Lift or similar
Chemical Grouting Machine
Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
Derrick Barges (except excavation work)
Euclid Loader and similar types
Gradesetter, Grade Checker
Heavy Duty Rotary Drill Rigs
Lift-Slab (Vagtborg and similar types)
Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
Locomotive (over one hundred (100) tons, single or multiple units)
Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
Pre-Stress Wire Wrapping Machine
Rubber-Tired Scraper, Self-Loading
Single-Engine Scraper (over thirty-five (35) cu. yds.)
Shuttle Car (Reclaim Station)
Train Loading Station
Trenching Machine multi-engine with sloping attachments (Jefco or similar)
Vacuum Cooling Plant
Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

Backhoe-Hydraulic (up to and including one (1) cu. yd.)
Backhoe (up to and including one (1) cu. yd.) (Cable)
CMI Dual Lane Auto-Grader SP30 or similar type
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
Finish Blade
Gradalls (up to and including one (1) cu. yd.)
Motor Patrol Operator
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
Rubber-Tired Scraper, Self-Loading (twin engine)
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

Automatic Asphalt or Concrete Slip-Form Paver
Automatic Railroad Car Dumper
Canal Trimmer
Cary Lift, Campbell or similar type
Cranes (over twenty-five (25) tons)
Euclid Loader when controlled from the Pullcat
Highline Cableway Operator
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
Multi-Engine Scrapers (when used to Push Pull)
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
Self-Propelled Compactor (with multiple-propulsion power units)
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
Slip-Form Paver (concrete or asphalt)
Tandem Cats and Scraper
Tower Crane Mobile (including Rail Mount)
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
Universal Liebherr and Tower Cranes (and similar types)
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
Whirley Cranes (over twenty-five (25) tons)

Group 11A

Band Wagons (in conjunction with Wheel Excavators)
Operator of Helicopter (when used in construction work)
Loader (over twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
Remote-Controlled Earth Moving Equipment
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

Cranes over 100 tons

Derrick over 100 tons
Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

Group 3

Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4

Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5

Boom Cat

OPERATING ENGINEER -PILEDRIVER

Group 1

Derrick Barge Pedestal mounted over 100 tons
Clamshells over 7 cu. yds.
Self Propelled Boom Type Lifting Device, over 100 tons
Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
Clamshells up to and including 7 cu. yds.
Self Propelled Boom Type Lifting Device over 45 tons
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

Derrick Barge Pedestal mounted under 45 tons
Self Propelled Boom Type Lifting Device 45 tons and under
Skid/Scow Piledriver, any tonnage
Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

Assistant Operator in lieu of Assistant to Engineer

Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

Deck Engineer

Group 7

No current classification

Group 8

Deckhand

Fireman

ZONE RATES

BRICKLAYER

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over thirty five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles	\$0.00
Zone 2-36-75 Miles	\$1.25
Zone 3-Over 75 Miles	\$5.37

CARPENTER (Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0 to 50 miles	\$0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-51-150 miles	\$3.00
Zone 3-151-300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles	\$0.00
Zone 2-91 miles and over	\$6.00

ELECTRICIAN

In addition to Electrician rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$8.00
Zone 3 -91 miles and over	\$10.00

ELECTRICIAN-COMMUNICATION TECH

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$5.00
Zone 3 -91 miles and over	\$7.00

HOD CARRIER-BRICK MASON TENDER

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on a radius from the Washoe County Courthouse:

Zone 1-35 to 75 miles	\$1.25
Zone 2-76 miles and over	\$7.50

HOD CARRIER-PLASTERER

In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on a radius from So. Virginia St., Reno, Nevada:

Zone 1-70 miles	\$0.00
Zone 70 miles and over	\$8.00

LABORER (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles	\$0.00
Zone 2-51 to 150 miles	\$3.00
Zone 3-151 to 300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

LABORER (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 50 miles	\$0.00
Zone 2-51 to 150 miles	\$3.00
Zone 3-151 to 300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

MECHANICAL INSULATOR

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Clark County Courthouse:

Zone 1-20-45 miles-	\$3.75
Zone 2-45-75 miles-	\$5.00
Zone 3-75-150 miles-	\$7.50
Zone 4-150 miles and over-	\$8.75

MILLWRIGHT

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-1 to 15 miles	\$0.00
Zone 2-15 to 35 miles	\$1.50
Zone 3-35 miles and over	\$3.25

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; STEEL FABRICATOR and ERECTOR, PILEDRIVER, SURVEYOR, and LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse:

Zone 1-0 to 75 miles County Courthouse)	\$ 0.00 (of either the Carson City Courthouse or the Washoe
Zone 2-75 to 150 miles	\$3.00

Zone 3-151 to 300 miles \$4.00
Zone 4-301 miles and over \$5.00

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1-0-70 miles \$0.00
Zone 2-70 miles and over \$8.00

SHEET METAL WORKER

In addition to SHEET METAL WORKER rates, add the applicable amounts per hour, calculated based on a radius from the courthouse in Reno, Nevada:

Zone 1-0 to 100 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base) Zone 2-
over 100 miles \$8.12

TILE SETTER/TERRAZZO WORKER/MARBLE MASON

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over thirty five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles \$0.00
Zone 2-35-75 \$1.25
Zone 3-Over 75 \$5.00
Miles

PERFORMANCE BOND

Western Surety Bond #929587667
Liberty Mutual Bond #012021570

KNOW ALL MEN BY THESE PRESENTS, that Ameresco, Inc., (Principal) a corporation organized under the laws of the State of Delaware with its principal place of business at Suite 410, 111 Speen Street, Framingham, MA. 01701 as Principal, and Western Surety Company a corporation organized under the laws of the State of South Dakota with its office located at 101 South Phillips Street, Sioux Falls, South Dakota, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its office located at 175 Berkeley Street, Boston, MA. 02116, as Co-Sureties, each being authorized to transact business in the State of Nevada, are held and firmly bound unto The City of Reno and The City of Sparks (collectively and individually the "Obligee"), in the penal sum of Twenty Five Million Thirty Six Thousand Five Hundred Eighty Nine and 00/100 dollars (\$25,036,589.00) for the payment of which Principal and Co-Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. It is understood among the parties hereto that in no event shall the surety be liable for a greater sum than the penalty of this bond.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract with Obligee for: TMWRF Performance Contract for Energy Cost Savings hereinafter referred to as the Contract, and

WHEREAS, this Performance Bond applies only to the installation portion of the Contract which is the sum of \$25,036,589.00 and does not apply in any way to energy savings guarantees, payments or maintenance provisions, except that this Performance Bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform the installation pursuant to the undertakings, covenants, agreements, terms and conditions of said Contract, and any extension thereof that may be granted by either or both of the Obligee, with or without notice to the Co-Sureties, and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the co-Sureties of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become void, otherwise to remain in full force and virtue.

PROVIDED, HOWEVER, that no right of action shall accrue upon or by reason hereof to or for the use or benefit of anyone other than the Obligee(s) named herein; and that any suit, action or proceeding by the Obligee to recover on this Performance Bond shall be instituted within two years from the date of acceptance of the installation of the equipment by the Obligee, and

PROVIDED FURTHER, that whenever the Principal shall be and declared by the Obligee to be in default of the obligations under the Contract for equipment installation, either or both of the Obligee having performed their obligations, including payment obligations, under the Contract, the Co-Sureties shall: (a) arrange for the Principal, with the consent of the Obligee, to perform and complete the Contract; or (b) undertake to perform and complete the Contract itself through its agents or through Independent contractors; or (c) after investigation, determine the amount for which it may be liable to the Owner and, as soon as practical after the amount is determined, tender payment therefore to the Owner, and

PROVIDED FURTHER, the aggregate liability under this Bond to either or both of the Obligee is limited to the penal sum stated above. The Co-Sureties may, at their option, make any payments under this Bond by check issued jointly to both Obligee.

IN WITNESS, WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2014.

AMERESCO, INC.

COMPANY

WESTERN SURETY

BY: _____
Andrew B. Spence, Treasurer

, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY

BY: _____
, Attorney-in-Fact

**PAYMENT
BOND**

Western Surety Bond #929587667
Liberty Mutual Bond #012021570

KNOW ALL MEN BY THESE PRESENTS, that Ameresco, Inc., (Principal) a corporation organized under the laws of the State of Delaware with its principal place of business at Suite 410, 111 Speen Street, Framingham, MA. 01701 as Principal, and Western Surety Company a corporation organized under the laws of the State of South Dakota with its office located at 101 South Phillips Street, Sioux Falls, South Dakota, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its office located at 175 Berkeley Street, Boston, MA. 02116, as Co-Sureties, each being authorized to transact business in the State of Nevada, are held and firmly bound unto The City of Reno and The City of Sparks (collectively and individually the "Obligee"), in the penal sum of Twenty Five Million Thirty Six Thousand Five Hundred Eighty Nine and 00/100 dollars (\$25,036,589.00) for the payment of which Principal and Co-Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. It is understood among the parties hereto that in no event shall the surety be liable for a greater sum than the penalty of this bond.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract with Obligee for: TMWRF Performance Contract for Energy Cost Savings hereinafter referred to as the Contract, and

WHEREAS, this Payment Bond applies only to the installation portion of the Contract which is the sum of \$25,036,589.00 and does not apply in any way to energy savings guarantees, payments or maintenance provisions thereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used in the performance of the installation portion of the Contract, then this obligation shall be null and void, otherwise to remain in full force and virtue, subject, however, to the following conditions: A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials or both, used or reasonably required for use in the performance of the installation portion of the Contract.

No suit or action shall be commenced hereunder by any claimant;

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligee or Co-Sureties above named within ninety (90) days after such claimant did or performed the last of the work or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal,

Obligee, or Co-Sureties, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which claimant performed labor or last furnished materials on the installation portion of said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED FURTHER, the aggregate liability under this Bond to either or both of the Obligee is limited to the penal sum stated above.

IN WITNESS, WHEREOF, we have hereunto set our hands and seals this ____day of _____, 2014.

AMERESCO, INC.

WESTERN SURETY COMPANY

BY: _____ Andrew B. Spence, Treasurer

BY: _____
_____, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY

BY: _____
_____, Attorney-in-Fact

Schedule I

ACKNOWLEDGEMENT AND STIPULATION OF BIDDER REGARDING PENALTIES FOR
NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS

(PROJECT NAME)

Contract No. (CONTRACT NUMBER)

PWP (PWP #)

The undersigned, Ameresco, acknowledges and stipulates that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him, unless waived by the Labor Commissioner for good cause shown.
3. A contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof for each workman employed on the public work for which the contractor or subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 5 of NRS 338.070, unless waived by the Labor Commissioner for good cause shown.
4. A contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work is not reported to the public body awarding the contract by the contractor or any of his subcontractors as required pursuant to subsection 5 of NRS 338.070, unless waived by the Labor Commissioner for good cause shown, up to a maximum amount of
 - (a) For the first failure to comply during the term of the contract for the public work, \$1,000; and
 - (b) For each subsequent failure to comply during the term of the contract for the public work, \$5,000.
5. If a violation of more than one provision of subsections 1,2 and 3 involves the same workmen, the contractor shall forfeit the penalty set forth in each subsection that was violated, unless waived by the Labor Commissioner for good cause shown.
6. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

Ameresco

Name and Title of Authorized Representative

Signature

Date

Schedule J

AFFIDAVIT OF CERTIFICATION FOR DRUG AND ALCOHOL POLICY

(PROJECT NAME)

Contract No. (CONTRACT NUMBER)

County of _____

State of _____

COMES NOW _____, and being duly sworn under penalty of perjury, deposes and says:

I am the _____ for _____ and am authorized by said firm to certify that _____

has in place a drug and alcohol policy that will be actively enforced and that all workers who will be employed on the Cities' Public Works Construction Project will be subject to the policy.

Further affiant sayeth naught.

By: (owner and/or officer of entity)

SUBSCRIBED and SWORN to before me
this _____ day of _____, 2014.

NOTARY PUBLIC

Schedule K

Executive Summary

Ameresco, Inc. (Ameresco) is pleased to present this Financial-Grade Operational Audit (FGOA) report to the Truckee Meadows Water Reclamation Facility (TMWRF) pursuant to the Financial Grade Audit Agreement No. 112-013 entered into by Ameresco, City of Reno, and City of Sparks on August 22, 2012. The audit includes all buildings and treatment process systems at the plant. Special thanks to Michael Drinkwater, Robert Lee, Kim Laber, Todd Saxberg, Dave Brant, Jason Geddes, and other TMWRF personnel who helped us perform this audit.

Based on the data collected from site surveys, facility interviews, data logging, and other means, Ameresco identified and recommends seven Energy Conservation Measures (ECMs) that will help TMWRF reduce overall operation costs and address long term plant operation needs. A summary of the ECMs included in the project is listed in Table ES.1.

Table ES.1 Summary of ECMs Included in Project

ECMs	Scope Summary
ECM 2: Centrate Nutrient Recovery	Install a side stream treatment process to extract nutrients and transform them into fertilizer.
ECM 4A: Biogas Cogeneration System	Install an 850-kW cogeneration system with digester gas fuel to generate electricity and heat.
ECM 4B: Digester Domes Rehabilitation	Rehabilitate digester domes #1 and #3 to stop gas leaks.
ECM 6: Dewatering System Upgrade	Replace 2 centrifuges and 2 cake pumps with new high efficiency equipment.
ECM 7: Lighting System Upgrade	Retrofit 1,597 light fixtures with high efficiency lamps, ballasts, and controls.
ECM 9: Near Term Dewatering Improvement	Replace the polymer system at dewatering facility, and rehabilitate the dewatering building.
ECM 10: MyEnergyPro™	Install a web-based software tool for tracking and optimizing utility use at the plant.

Total annual savings from implementing the ECMs is \$1,122,887. The annual savings is a combination of savings in electricity, chemicals, and biosolids removal, as well as new revenue streams for TMWRF after implementing the ECMs. **The total project investment of \$25,036,589** includes Ameresco's audit fee, payment and performance bonds, and third party consultant fees, whose services are required by Nevada Statute.

The payment bond serves as an assurance to the Owner that the Contractor has paid all subcontractors and material suppliers that provided services or materials for the project in full. The performance bond guarantees the physical completion of the project and a one-year warranty for the installed work. Performance and payment bonds only apply to the installation portion of the contract and do not apply to energy savings guarantees, payment of potential savings shortfalls, or maintenance provisions.

Ameresco guarantees the savings by providing measurement and verification (M&V) services at the end of construction and annually throughout the subsequent 15 year performance period. M&V services will be supported by Ameresco's MyEnergyPro™ software, which Ameresco will maintain to track energy and chemical consumption (included in the project scope and services).

The cash flow contains budget allocations for operations and maintenance (O&M) tasks required by new systems which require ongoing services that exceed TMWRF's existing O&M activities. It does not reflect additional O&M services provided by Ameresco. TMWRF will operate and maintain the systems after installation using internal staff, third party contractors, or a combination thereof.

The project proforma is provided following this Executive Summary. The proforma is generated based on TMWRF funding the project internally without third party financing. Cost for third party engineering review of the audit is included in the proforma; however, is not part of the total construction costs paid to Ameresco. TMWRF will select the consultant and directly reimburse for services provided. The proforma uses escalation rates for the various utilities (e.g., electricity) to account for projected rate increases through the 15 year performance period.

Implementing the ECMs recommended in the project will provide the following benefits to TMWRF:

- Reduce electricity consumption by 5,817,735 kilowatt hours (kWh) and \$350,049 per year.
- Reduce methanol consumption by 29,895 gallons and \$53,273 per year.
- Reduce alum consumption by 1,155 dry tons and \$444,817 per year.
- Decrease TMWRF's total biosolids hauling and disposal costs by \$233,101 per year.
- Installing the Ostara side stream treatment process will produce commercial-grade fertilizer that will generate \$140,424 in annual revenue for TMWRF.

In addition to the above monetary benefits, the project will also help TMWRF address outstanding operational issues and position TMWRF for future growth.

- The side stream treatment will increase stability of the treatment process and will provide TMWRF with a better nutrient removal system so TMWRF can more readily meet discharge permit requirements.
- Installing the biogas cogeneration system will help TMWRF address EPA's environmental concerns from flaring the digester gas.
- Rehabilitating the digester domes will stop gas leaks from the digesters and prevent damaging corrosion at the nearby main electrical switchgear.
- The project will upgrade and rehabilitate TMWRF's dewatering system which is at the end of its life cycle.
- Electricity savings and on site generation from the project will help TMWRF take a significant step towards the long-term net zero energy goal for the plant.

There are environmental benefits from implementing the project as well. In terms of pollution reduction, energy savings from the project will provide the following:

- Avoid the production of 4,820 tons of Carbon Dioxide, 5,562 pounds of Sulfur Dioxide, and 8,860 pounds of Nitric Oxide per year.
- This reduction in Carbon Dioxide is equivalent to removing 814 cars from the road, or powering 582 homes per year.