

CLARK COUNTY, NEVADA

STATEMENT OF QUALIFICATIONS

SOQ NO. 603073-13

CONSULTING, ASSESSMENT, AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY

The SOQ package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603073 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Submittal Conference will be held on **OCTOBER 18, 2013** at **10:00 a.m.**, at the address specified above in the Gold Conference Room.

Submittals will be accepted at the Clark County Government Center address specified above, on or before **NOVEMBER 15, 2013** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
OCTOBER 11, 2013

GENERAL CONDITIONS

SOQ NO. 603073-13

CONSULTING, ASSESSMENT, AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County.

The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "CONSULTANT" as used throughout this document will mean the respondents to this Statement of Qualifications. The term "SOQ" as used throughout this document will mean Statement of Qualifications.

2. INTENT

The OWNER is soliciting submittals from qualified firms to provide testing and consulting for remediation services for County projects. . Each firm to be selected shall be required to provide the five services listed below. A list of the top five qualified firms will be established and recommended to the BCC for approval for use on a rotating project by project basis for the period from date of award through June 30, 2015. Fees for services will be determined by the hourly rate negotiated prior to the contract award. In the event the next successful CONSULTANT on a list is offered the next project for services, and it refuses the project, it will be put at the end of the list

The five services are:

- A. Mold Consultation, Assessment , Project Scope of Work Design, and Abatement Monitoring
- B. Asbestos Consultation, Assessment, Project Scope of Work Design, and Abatement Monitoring
- C. Lead Containing/Lead Based Paint Consultation, Assessment, Project Scope of Work Design, and Abatement Monitoring
- D. Indoor Air Quality Consultation, Assessment, Project Scope of Work Design, and Abatement Monitoring
- E. Hazardous Building Materials Surveys

3. SCOPE OF PROJECT

The successful consultants will provide all material, tool, equipment, and personnel to perform complete asbestos, mold, lead containing/lead based paint, and indoor air quality consultation, assessment, Project Scope of Work Design, and abatement monitoring services for OWNER, on an as needed basis.

4. DESIGNATED CONTACTS

The OWNER'S representative will be Les Lee Shell or her designee, Risk Manager, telephone number (702) 455-6538. This representative will respond to questions concerning the scope of work of this SOQ. Questions regarding the selection process for this SOQ may be directed to Sandy Moody-Upton, Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4424.

5. CONTACT WITH OWNER DURING SOQ PROCESS

Communication between a CONSULTANT and a member of the BCC or between a CONSULTANT and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the SOQ is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this SOQ shall be addressed to the designated contact(s) specified in the SOQ document. Failure of a CONSULTANT, or any of its representatives, to comply with this paragraph may result in their submittal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Final CONSULTANT Selection: November 2013

Award & Approval of the Final Contract: December 2013

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this SOQ is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

Consulting, Assessment & Abatement Monitoring Services for Asbestos, Lead Containing/Lead Based Paint and Indoor Air Quality

The submittals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the SOQ's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on those CONSULTANTS the OWNER deems best suited to fulfill the requirements of the SOQ. An initial list of successful CONSULTANTS shall be established that is ordered based on a numeric ranking of proposal responses. Projects will be assigned on a rotational project by project basis with the first project assigned to the highest scoring CONSULTANT. The OWNER also reserves the right not to make an award if it is deemed that no single submittal fully meets the requirement of this SOQ.

The blended hourly rates for the professional services will be negotiated with the CONSULTANT(S) selected. Successful CONSULTANTS(S) agree to abide by the established fee schedule.

8. DESCRIPTION OF SERVICES, CONSULTANT REQUIREMENTS AND EVALUATION CRITERIA

A. DESCRIPTION OF SERVICES

OWNER will require testing, assessment, project scope of work design, and consulting services for the remediation of asbestos, mold, lead containing/lead based paint and indoor air quality of approximately 50 leased and 382 County owned buildings. Basic services will vary by specific project, and may include, but not be limited to, testing, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance. Hourly rates will be established at the time of contract award. Fees for each project shall be based on hourly rates negotiated.

B. CONSULTANT REQUIREMENTS

1. CONSULTANT and/or principal professionals involved in this project shall possess and maintain appropriate Federal Environmental Protection Agency certification for Lead Based Paint Inspector and Risk Assessor. OWNER requires at least one Federal EPA Certified Lead Based Paint Inspector and one Federal EPA Lead Based Paint Risk Assessor who are based in Clark County with at least five years experience in lead containing/lead based paint consultation, assessment and abatement procedures.
2. CONSULTANT and/or principal professionals involved in this project shall possess and maintain appropriate Nevada Professional Licenses: OWNER requires at least five currently Nevada OSHA License Asbestos Abatement Consultants for the disciplines: Inspector, Management Planner, Project Monitor and Project Designer (**not all five asbestos abatement consultants, will be required to be certified in all disciplines as long as all disciplines can be provided by at least one of the five asbestos abatement consultants**) who are based in Clark County with at least five years experience in asbestos consultation, assessment, and abatement monitoring.
3. CONSULTANT shall have an **ABIH (American Board of Industrial Hygiene)** Certified Industrial Hygienist (CIH), who is based in Clark County with at least five years experience in asbestos, lead, mold, and indoor air quality consultation, assessment and abatement monitoring.
4. CONSULTANT and/or principal professionals involved in this project shall possess and maintain a BCSP (Board of Certified Safety Professionals) Certified Safety Professional, who is based in Clark County with at least five years experience in asbestos, lead, mold, and indoor air quality consultation, assessment, and abatement monitoring procedures.
5. CONSULTANT shall maintain a full-time office locally, with at least one principal keeping a permanent residence in Clark County and be able to legally execute all contracts with the OWNER.
6. CONSULTANT shall perform the majority of the work of the projects locally.
7. CONSULTANT shall obtain and maintain the minimum amounts of insurance required by the OWNER, as specified on the attached Sample Contract, Exhibit B. CONSULTANT shall furnish the required insurance not later than 10 calendar days after notification of Intent to Award.
8. CONSULTANT shall possess an active Clark County business license, and business license in the jurisdiction in which CONSULTANT is licensed.
9. CONSULTANT shall be compliant and not take exceptions to the attached Sample Contract, be able to provide the Scope of Work without the aid of other environmental subconsultants.

- 10. CONSULTANT shall affirm on attached Form A, that the respondent firm has reviewed the attached Exhibit A, Scope of Work for the performance of the professional services and that the firm is capable of providing the Scope of Work at the full service level.

C. EVALUATION CRITERIA

Submittals should contain the following information:

1. **Executive Summary**

This section shall serve to provide the OWNER with the key elements and unique features of the submittal by briefly describing how the CONSULTANT is going to accomplish the project. The Executive Summary should include a schedule of major milestones.

The Executive Summary should also include a list of high risk areas which were identified during the submittal process that are reasons for concern. CONSULTANT will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful CONSULTANT(S) during negotiations.

2. **Experience**

Include a brief resume of all similar projects your firm has performed for the past five (5) years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the CONSULTANT'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in **Exhibit C** of the attached contract.

3. **Staff Qualifications and Availability – Not to be counted in page count**

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the number of appropriate professionals and para professionals to be assigned to the project and their time available for this project. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

CONSULTANT(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the SOQ. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, CONSULTANT(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful CONSULTANT(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

4. **Credentials – Not to be counted in page count**

The firm and/or principal professionals involved in this project are currently based in Clark County and have at least five years experience in all disciplines listed below and possess the appropriate Nevada Professional Licenses: Nevada Asbestos Consultant License for the disciplines: Inspector, Management Planner, Monitor and Designer. OWNER requires at least one Federal EPA certified Lead Based Paint Inspector and one Risk Assessor experienced in asbestos consultation, assessment and abatement monitoring. OWNER requires at least five currently Nevada OSHA License Asbestos Abatement Consultants for the disciplines: Inspector, Management Planner, Project Monitor and Project Designer experienced in asbestos consultation, assessment and abatement monitoring. OWNER requires an AIHA Certified Industrial Hygienist (CIH), experienced in asbestos consultation, assessment and abatement monitoring. OWNER requires a BCSP Certified Safety Professional experienced in asbestos, lead, mold, and indoor air quality consultation, assessment, and abatement. OWNER requires one person with documented experience and education in computer aided design/drafting (CADD). The firm must be able to demonstrate the ability to use AutoCAD to create two-dimensional drafting interpretations of the intended scope of work related to Asbestos Abatement, Lead Paint Removal, and Mold Remediation. Documented education and a minimum 3 years experience in drafting construction documents and maps using computer-aided drafting equipment and software such as AutoCAD version 2010 or later. Copies of Licenses and or Certificates will be required.

5. Conceptual Treatment of Project and Work Plan

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

CONSULTANT'S concept of the project including the methodology to be used and the major deliverables to be produced.

Any assumptions.

Any constraints.

Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and CONSULTANT resource assignments, critical path and OWNER'S review cycles.

State why the CONSULTANT is best suited to perform the services for this project.

6. Compliance with the OWNER'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. CONSULTANT(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

7. Project Fee

Indicate the hourly rates for all personnel that will be performing all work described in this SOQ. The figure given shall be inclusive of all costs including travel and lodging. The figure given shall be exclusive of the reimbursable expenses as defined in Exhibit D of the attached Standard Contract.

8. Laboratories

The names, location, size, technical background, and professional certifications of the laboratories to be used for the testing and analyzing of the samples should be provided

9. Cost/Budget Adherence

Indications of past projects accomplished and/or services performed by the firm or team to substantiate the firm's ability to adhere to budget and cost estimates

10. Schedule Adherence

Indications of past projects accomplished and/or services performed by the firm or team to substantiate the firm's ability to adhere to approved schedules.

11. Present Work Load

Enumeration of the firm and/or team's present work load and a schedule indicating the firm's capability to accomplish the project with its present work force.

12. Work Completed Locally

Estimate of the percentage and the kinds of work to be accomplished by the CONSULTANT with staff presently residing in Clark County, Nevada.

13. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

14. Local Presence

Provide a statement as to local resources that would be utilized and the degree of the CONSULTANT'S knowledge and familiarity with the local community's needs and goals.

15. **Insurance**

The CONSULTANT'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, CONSULTANT must provide a statement that firm will comply with insurance requirements.

16. **Business License**

The CONSULTANT'S ability to provide the required business license.

17. **Disclosure of Ownership/Principals**

Disclosure of Ownership/Principals, CONSULTANT must complete and submit the attached Disclosure of Ownership/Principals form with its CONSULTANT'S.

18. **Other**

Other factors the CONSULTANT determines appropriate which would indicate to the OWNER that the CONSULTANT has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

- have an office and qualified permanent full-time staff in Clark County, Nevada
- have a Certified Industrial Hygienist (CIH) on staff who resides in Clark County Nevada
- have sufficient staff resources to provide on-call inspection services within 24 hours of notification or within the time constraints outlined elsewhere in this agreement
- invoice in accordance with a negotiated rate for all services
- not have any conflicts of interest with **ANY** of the consultants or other project personnel including employing or contracting with another person who is employed or contracted with another SOQ CONSULTANT.

9. SUBMITTAL REQUIREMENTS

The submittal submitted should not exceed 50 (fifty) pages. Section 3, Staff Qualifications and Availability and Section 4 Credentials, will not be counted against the 50 pages. Other attachments may be included with no guarantee of review.

All submittals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The CONSULTANT shall submit one (1) clearly labeled original and six (6) copies of their submittal, including eight (8) CD copies of their submittal. The name of the CONSULTANT'S firm shall be indicated on the spine and cover of each binder, and CD label.

All submittals must be submitted in a sealed envelope plainly marked with the name and address of the CONSULTANT and the SOQ number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submittal not properly addressed and identified. Submittals are time-stamped upon receipt. Submittals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for submittals:

Hand Delivery
 Clark County Government Center
 Purchasing and Contracts Division
 500 South Grand Central Parkway, 4th Fl
 Las Vegas, Nevada 89106

U.S. Mail Delivery
 Clark County Government Center
 Attn: Purchasing and Contracts, 4th Fl
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217

Express Delivery
 Clark County Government Center
 Attn: Purchasing and Contracts, 4th Fl
 500 South Grand Central Parkway
 Las Vegas, Nevada 89106

Regardless of the method used for delivery, CONSULTANT(S) shall be wholly responsible for the timely delivery of submitted submittals.

10. WITHDRAWAL OF SUBMITTAL

CONSULTANT(S) may request withdrawal of a posted, sealed submittal prior to the scheduled submittal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a submittal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Submittals must be re-submitted and time-stamped in accordance with the SOQ document in order to be accepted.

No submittal may be withdrawn for a period of 90 calendar days after the date of submittal opening. All submittals received are considered firm offers during this period. The CONSULTANT'S offer will expire after 90 calendar days.

If a CONSULTANT intended for award withdraws their submittal, that CONSULTANT may be deemed non-responsible if responding to future solicitations.

11. REJECTION OF SUBMITTAL

OWNER reserves the right to reject any and all submittals received by reason of this request.

12. SUBMITTAL COSTS

There shall be no obligation for the OWNER to compensate CONSULTANT(S) for any costs of responding to this SOQ.

13. ALTERNATE SUBMITTALS

Alternate submittals are defined as those that do not meet the requirements of this SOQ. Alternate submittals will not be considered.

14. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the SOQ, a written addendum will be provided to all CONSULTANT(S) in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to CONSULTANT(S) in written addendum form from the Purchasing Analyst.

15. PUBLIC RECORDS

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the OWNER'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a submittal that requires negotiation or evaluation by the Owner may not be disclosed until the submittal is recommended for award of a contract. CONSULTANT(S) are advised that once a submittal is received by the OWNER, its contents will become a public record and nothing contained in the submittal will be deemed to be confidential except proprietary information. CONSULTANT(S) shall not include any information in their submittal that is proprietary in nature or that they would not want to be released to the public. Submittals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a CONSULTANT feels that they cannot submit their submittal without including proprietary information, they must adhere to the following procedure or their submittal may be deemed unresponsive and will not be recommended to the BCC for selection:

CONSULTANT(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the SOQ number. The envelope must contain a letter from the CONSULTANT'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a submittal accompanied by such a separate, sealed envelope, the OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by the OWNER only for the purposes of evaluating submittals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a CONSULTANT(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed CONSULTANT'S consent to the disclosure of the information by the OWNER, CONSULTANT'S waiver of claims for wrongful disclosure by OWNER, and CONSULTANT'S covenant not to sue OWNER for such a disclosure.

CONSULTANT(S) also agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

16. SUBMITTALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Submittals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. CONSULTANT(S) shall not include any information in their submittal that they would not want to be released to the public. Any submittal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the CONSULTANT and will not be considered for award.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among CONSULTANT(S) and prospective CONSULTANT(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such CONSULTANT(S) void.

Advance disclosures of any information to any particular CONSULTANT(S) which gives that particular CONSULTANT any advantage over any other interested CONSULTANT(S), in advance of the opening of submittals, whether in response to advertising or an informal Statement of Qualifications, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all submittals received in response to that particular Statement of Qualifications.

18. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

FORM A
FIRM INFORMATION

1. Check all services that your firm can provide:

- Mold Consultation, Assessment, Project Scope of Work Design, and Abatement Monitoring*
- Asbestos Consultation, Assessment, Project Scope of Work Design, and Abatement Monitoring*
- Lead Containing/Lead Based Paint Consultation, Assessment, Project Scope of Work Design, and Abatement monitoring*
- Indoor Air Quality Consultation, Assessment, Project Scope of Work Design, and Abatement Monitoring*
- Hazardous Building Materials Surveys*

***Note: To be considered, CONSULTANT(s) must be able to provide all five service categories listed above.**

2. Name of Firm:

3. Name and Title of Contact Person:

4. Name and Title of Signature Authority:

5. Telephone Number:

6. Fax Number:

7. Contact Person's e-mail Address:

8. Local Office Address:

9. Year Local Office Established:

10. Main Office Address:

11. Year Firm Established:

12. Firms affiliated/joint ventured with (list names and addresses):

13. Employment (Number of Current Employees by Category):

Company	Licensed Professional	Technical	Administrative
Local Office			
Firm			

14. Present Insurance Coverage:

Insurance Type	Amount	Deductible
Commercial General Liability		
Auto Liability		
Professional Liability		

15. Business Designation (check one): (For informational purposes only)

- Large Business Enterprise
- Nevada Business Enterprise
- Minority-Owned Business Enterprise
- Physically-Challenged Business
- Small Business Enterprise
- Woman-Owned Business

16. CONSULTANT REQUIREMENTS (check yes or no to the following):

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | This firm maintains a full-time office locally, and this local office is able to legally execute all contracts with Clark County. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall perform the majority of the work of the projects locally. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall obtain and maintain the minimum amounts of insurance required by Clark County, as specified in the Sample Contract, Exhibit B of SOQ No. 603073-13. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm possesses an active Clark County business license. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall be compliant and not take exceptions to the Sample Contract, and all applicable Exhibits, as specified in SOQ No. 603073-13 |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm has reviewed the Exhibit A, Scope of Work and is able to provide the services for Consulting, Assessment & Abatement Monitoring Services for asbestos, Lead Containing/Lead Based Paint and Indoor Air Quality as specified in SOQ No. 603073-13 at the full service level. |

NOTE: Answering NO to any of the above questions may disqualify the submitting firm from consideration as a professional service provider in this category.

The above information is correct and true as stated.

Signed: _____ Date: _____

Title: _____

CLARK COUNTY, NEVADA

**CONTRACT FOR CONSULTING, ASSESSMENT, AND
ABATEMENT MONITORING SERVICES FOR ASBESTOS,
MOLD, LEAD CONTAINING/LEAD BASED PAINT
AND INDOOR AIR QUALITY
SOQ NO. 603073-13**

//ENTER COMPANY NAME//
NAME OF FIRM
<i>//Enter Designated Contact Name//</i>
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
<i>//Enter Street Address// //City, State and Zip Code//</i>
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
<i>//Enter Email Address//</i>
E-MAIL ADDRESS

TABLE OF CONTENTS

<u>SECTION I: TERM OF CONTRACT</u>	.....
<u>SECTION II: COMPENSATION AND TERMS OF PAYMENT</u>	.....
A. Compensation	.....
B. Progress Payments	.....
C. Terms of Payments	.....
D. County's Fiscal Limitation	.....
<u>SECTION III: SCOPE OF WORK</u>	.....
<u>SECTION IV: CHANGES TO SCOPE OF WORK</u>	.....
<u>SECTION V: RESPONSIBILITY OF CONSULTANT</u>	.....
<u>SECTION VI: SUBCONTRACTS</u>	.....
<u>SECTION VII: RESPONSIBILITY OF COUNTY</u>	.....
<u>SECTION VIII: TIME SCHEDULE</u>	.....
<u>SECTION IX: SUSPENSION AND TERMINATION</u>	.....
A. Suspension	.....
B. Termination	.....
<u>SECTION X: INSURANCE</u>	.....
<u>SECTION XI: NOTICES</u>	.....
<u>SECTION XII: MISCELLANEOUS</u>	.....
A. Independent Consultant	.....
B. Immigration and Reform	.....
C. Public Funds	.....
D. Assignment	.....
E. Indemnity	.....
F. Governing Law	.....
G. Gratuities	.....
H. Audits	.....
I. Covenant	.....
J. Confidential Treatment of Information	.....
K. ADA Requirements	.....
L. Subcontractor Information	.....
M. Disclosure of Ownership Form	.....

CONTRACT FOR CONSULTING, ASSESSMENT, AND ABATEMENT MONITORING SERVICES FOR ASBESTOS,
MOLD, LEAD CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY

This Contract is made and entered into this ____ day of _____ 20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as CONSULTANT , for Consulting, Assessment, and Abatement Monitoring Services for Asbestos, Mold, Lead Containing/Lead Based Paint and Indoor Air Quality (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$400,000.00, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, the CONSULTANT has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from date of award through June 30, 2015, with the option to renew for three (3) one-year periods subject to the provisions of Sections II and VIII herein. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the accordance with the hourly rates listed herein. COUNTY's estimated annual expenditure is not to exceed \$400,000.00. The COUNTY's obligation to pay CONSULTANT will be for actual work performed. CONSULTANT understands that work will be assigned on a rotational, project-by-project basis, and no CONSULTANT is guaranteed work or compensation without a project assignment.

B. All work performed pursuant to this Contract must be pre-approved by COUNTY. No payment shall be made for unauthorized work or consulting services that have not been approved by COUNTY.

C. The CONSULTANT will be entitled to progress payments in accordance with the completion of each project. With the exception of emergent projects, purchase orders will be issued for each project. Hourly rates shall be subject to fee schedule exhibit **(Exhibit D)**

D. Terms of Payments

A. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.

B. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.

C. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:

- a. The title of the PROJECT as stated in Exhibit A, Scope of Work, subject building address, COUNTY's Contract Number, Project Number / Work Order Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify the CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The CONSULTANT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the CONSULTANT will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- D. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 - E. In the event that legal action is taken by COUNTY or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.
 - F. COUNTY shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT's negligence, resulting from or arising out of errors or omissions in CONSULTANT's work products, which have not been previously paid to CONSULTANT.
 - G. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 - H. Invoices shall be submitted to: Clark County Government Center, 6th Floor, 500 Grand Central Parkway, Las Vegas, Nevada, Attention: Les Lee Shell, Risk Manager.
- 1. Invoices shall state the name(s) of individual(s), dates, times, and service, rate(s) per hour, County Building tag number, name, address, brief description of the services rendered, and total for each individual.
 - 2. Certification: If the COUNTY'S representative does not directly oversee the services to be performed or reports submitted, he must designate an employee who will and both COUNTY'S representative and designee must verify that the services were performed before making payment. All invoices must bear one of the following certifications:
 - a. For charges based on time and materials spent in working - "I certify that the hours/days/weeks worked, as described herein, to the best of my knowledge and belief, are accurate, that the work performed was satisfactory within the scope of the Contract and acceptable as presented, and the expenses shown are proper and accurately reflected."
 - b. For charges determined on a basis other than "time worked" - "I certify that the charges described herein, to the best of my knowledge and belief, are accurate, have been found satisfactory within the scope of the Contract and acceptable as presented, and that the expenses shown are proper and accurately reflected."

DATE: _____

SIGNED BY: _____

In the County of Clark,
Las Vegas, Nevada

E. County's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONSULTANT for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the CONSULTANT of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. CONSULTANT has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.
- D. The CONSULTANT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The CONSULTANT will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.

- F. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - A. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 - B. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT's performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, Les Lee Shell, Risk Management, telephone number (702) 455-6538 or her designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

- E. CONSULTANT will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.
- C. In the event that the CONSULTANT fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the CONSULTANT shall pay to the COUNTY, as liquidated damages, the sum of \$500.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the COUNTY in completing the work.
- D. In the event that the CONSULTANT fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by County or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the CONSULTANT shall pay to COUNTY as liquidated damages the sum of \$500.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of 30 days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
- a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.

B. Termination for Convenience

- a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the CONSULTANT is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
- b. If termination is for COUNTY's convenience, COUNTY shall pay the CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

C. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the CONSULTANT's default.
- b. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
- c. If after termination for failure of the CONSULTANT to fulfill contractual obligations it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

D. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONSULTANT shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.

E. The rights and remedies of COUNTY and the CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

F. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT's control.

SECTION X: INSURANCE

The CONSULTANT shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The CONSULTANT shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY:

TO CONSULTANT:

SECTION XII: MISCELLANEOUS

A. Independent Contractor

CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the CONSULTANT agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Public Funds

CONSULTANT acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the CONSULTANT in breach of the Contract, terminate the Contract, and designate the CONSULTANT as non-responsible.

D. Assignment

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

E. Indemnity

The CONSULTANT does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

A. COUNTY may, by written notice to the CONSULTANT, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

B. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled: to pursue the same remedies against the CONSULTANT as it could pursue in the event of a breach of this Contract by the CONSULTANT; and

C. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the CONSULTANT in providing any such gratuities to any such officer or employee.

D. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

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

J. Covenant

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

K. Confidential Treatment of Information

CONSULTANT shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by CONSULTANT shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

The CONSULTANT shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the CONSULTANT is for the COUNTY's information only.

N. Disclosure of Ownership Form

The CONSULTANT agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____ DATE _____
GEORGE W. STEVENS
Chief Financial Officer

CONSULTANT:

//LEGAL NAME//

By: _____ DATE _____
//NAME//
//TITLE//

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____ DATE _____
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A
SOQ NO. 603073-13
**CONSULTING, ASSESSMENT, AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD
CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY**

SCOPE OF WORK

1. CONSULTANT shall provide the materials, equipment and labor to provide the following professional services, on an as-needed basis, after the COUNTY issues a written request for services:
 - A. EMERGENCY RESPONSE

CONSULTANT shall provide the COUNTY with a wireless contact phone number on a 24-hour, 365-calendar day basis for emergency situations. CONSULTANT shall acknowledge the COUNTY's request for Emergency service within 2 hours, and the CONSULTANT's representative must respond on-site with appropriate equipment and supplies, within 3 hours from COUNTY's call and are actively engaged with problem resolution. During an asbestos disturbance causing a fiber release episode, lead based paint disturbance or emergency indoor air Quality event, the consultant will immediately coordinate with the owner to identify perimeters to be secured by the Owner's forces. An immediate visual and as needed air assessments will be performed. The CONSULTANT will provide timely recommendations and logical problem mitigation options to the Owner, which are in compliance with all applicable Nevada Occupational Safety and Health Act, Environmental Protection Agency (EPA), Occupational, Safety and Health Administration (OSHA) and Clark County Health District rules and regulations governing emergency Asbestos, Lead Based Paint and Indoor Air Quality abatement response activities.
 - B. ROUTINE RESPONSE WORK REQUEST

Upon receipt of a written and/or verbal or written notification to proceed by the COUNTY, the Consultant shall respond to routine asbestos, lead, and indoor air quality investigations and assessments within 24 hours. The initial communication and exchange of information shall be performed by the Consultant's Certified Industrial Hygienist (CIH). The CIH shall submit a preliminary report of the investigation within 24 hours of the initial visit. Said report shall provide the COUNTY with adequate health and safety recommendations regarding the area in question. This information shall be directed to the COUNTY in a manner so that the Safety Officer may make an informed decision regarding a personnel exposure, building occupancy, and remediation response priority. A final and comprehensive written report must be received within seven (7) calendar days from the initial Notice to Proceed or Work Order.
 - C. TRAINING

The CONSULTANT shall also provide or coordinate, at no additional mark up cost, Asbestos, Lead Based Paint and IAQ Training as requested by the COUNTY representative. If such training is not available via the CONSULTANT's staff, the CONSULTANT shall subcontract the training via a qualified and certified training provider. The CONSULTANT will be responsible to verify the subconsultant's training credentials and coordinate all aspects of said training, including but not limited to: travel, course venue, lodging (if applicable), invoicing and training records. The CONSULTANT will also coordinate training such as "Asbestos Awareness Training" with other entities which are contractually affiliated with the COUNTY. All training will be coordinated with and approved by the COUNTY prior to proceeding.
 - D. COLLECTION OF ASBESTOS, LEAD AND IAQ (MOLD, VOC, BACTERIA, ETC.) SAMPLES

The CONSULTANT will collect representative amounts of applicable sampling as indicated and warranted by the conditions present and applicable Federal, State and Local laws and National Standards.
 - E. CONTINUOUS PROJECT MONITORING

The CONSULTANT will monitor activities of the assigned projects, which may include small-scale mold remediation cleanups through major hazardous material abatement projects. The CONSULTANT will maintain a quality assurance monitoring program, which will consist of the following:

 1. Confirm that proper notification has been submitted to the appropriate authorities, if applicable according to Federal, State and Local laws and standards.
 2. Maintain a comprehensive report outlining the daily work activities and its related testing results during emergency response and routine Asbestos, Lead Based Paint and Indoor Air Quality projects.
 3. Upon completion of all abatement/remediation projects, the CONSULTANT will perform thorough post remediation/abatement verification procedures per federal, state, or local laws, regulations and/or standards to ensure that the abatement services are complete and acceptable to the Authority Having Jurisdiction, Non-regulated remediation of Mold or other IAQ type projects must be verified complete using the established and generally accepted Post Remediation Verification procedures dictated by the current National Standards of Care. Clark County Risk Management reserves to the right to establish a uniform post remediation verification procedure to be used by all Consultants providing such services under this agreement.

4. Post remediation verifications may include samples analyzed by accredited laboratories to ensure final results are equal to or better than levels found outdoors or at the best achievable air quality within OSHA, EPA regulations, established guidelines and/or nationally recognized standards.
5. Provide preparation of inspection logs and reports of activities during the course of project operations.

Prior to beginning work in an area, the CONSULTANT will collect preliminary samples for use as background levels. An inspection of constructed containment facilities will be completed and approval to go ahead with the abatement project will be made by the consultant. Additional sampling, within and outside of the containment area, will be completed during the course of the project as needed.

After material removal, etc., activity is complete and work areas are thoroughly cleaned, the CONSULTANT will perform post remediation verifications per federal, state, or local laws, regulations and or standards. Written reports will be submitted which detail the method of sampling, locations and types of samples collected, decontamination procedures, discussion of work practices, disposal manifest and appendix for all laboratory monitoring. 1 paper original, 1 electronic original and 2 hard copies of the Scope of Work final reports and certificates will be presented to Les Lee Shell, Risk Manager. Final project reports are to be submitted to the COUNTY within 10 working days.

F. PERFORM POST REMEDIATION VERIFICATION

The CONSULTANT will perform all required visual assessments and laboratory testing to determine if areas meet OSHA, EPA and/or nationally recognized and/or Clark County Risk Management re-occupancy standards. See E.3.

G. ASBESTOS, LEAD BASED PAINT, INDOOR ENVIRONMENTAL QUALITY AND HAZARDOUS BUILDING MATERIALS SURVEYS

CONSULTANT shall collect bulk samples of construction materials representatively to determine if areas contain hazardous materials. The CONSULTANT will determine exact quantities and location of confirmed hazardous materials and provide a written report, in a format acceptable by all governing agencies and the COUNTY. The survey report shall be comprehensive or limited as dictated by project objectives and applicable regulations. The Consultant shall make every effort to accurately quantify the entire scope of Haz-Mat onsite or within the confines of a given space. If the Consultant discovers concealed spaces during the course of a routine asbestos, lead or fungal survey, it must bring this information to the attention of the COUNTY. The COUNTY must approve any destructive inspection activities in writing if the Consultant is required to inspect concealed spaces by the COUNTY. The Consultant will subcontract this minor demolition work to qualified local abatement contractors as required. The removal of building materials for the purpose of inspection will be performed in a reasonable manner to minimize repair cost to the COUNTY. All finish material removed from walls or ceilings will be removed from center to center of adjacent building studs, joists and rafters. All access opening shall have straight and true cut in an effort to minimize restoration efforts.

Return visits by the Consultant to obtain samples, which were omitted during the initial survey inspection, will be performed at no additional cost to the COUNTY. The Consultant will also update all reports by removing and replacing the entire report previously submitted.

All Asbestos Surveys will be performed in accordance with ASTM E2356-10 Standard Practice for Comprehensive Building Asbestos Surveys or the latest version published at the time.

H. PROJECT AUTHORIZATION

CONSULTANT shall provide a breakdown of the cost and description of the scope of work for each project. Each project must be authorized by COUNTY's representative in the Finance/Real Property Management Department, before commencement of work.

I. ARCHIVE

CONSULTANT shall manage and store copies of all project data for a period no less than 30 years after completion of the prescribed consulting services.

J. REPORTS AND SURVEYS

CONSULTANT shall deliver a written report with test results, interpretations and recommended actions per the following schedule:

ASBESTOS BULK AND AIR SAMPLING REPORTS

Asbestos Bulk Sampling Survey Reports will be submitted within 15 working days of issuance of a Clark County Purchase Order and/or a written notice to proceed by the COUNTY. If the Consultant cannot produce a report within the time specified by this agreement, then it will request a time extension accompanied with a reasonable justification for approval by the COUNTY. The Consultant is required to request and review the COUNTY's archived asbestos or other hazardous material survey data before proceeding with new surveys. The Consultant will proceed with obtaining additional survey data only if the current data is deemed deficient by the COUNTY and Consultant jointly. Supplemental surveys will be compiled with existing survey of the like and presented to the Owner as one updated survey.

Asbestos Air Sampling Clearance Reports will be submitted within 3 working days after gathering samples onsite.

LEAD-BASED PAINT BULK SAMPLING REPORTS will be provided within 2 working days of sample results being received by the CONSULTANT.

SPORE TRAP (i.e., Air-O-Cell) FUNGAL AIRBORNE, TAPE IMPRESSION SAMPLING AND OTHER NON-CULTURABLE SURFACE SAMPLING will have reports provided within 2 working days of sample results being received by the CONSULTANT.

CULTURABLE (i.e., Anderson-like agar sampling) FUNGAL AIRBORNE SAMPLING AND ANY OTHER CULTURABLE SURFACE SAMPLING (i.e., swabs, vacuum samples, etc.) will have reports within 2 working days of sample results being received by the CONSULTANT.

GENERAL INDUSTRIAL HYGIENE SAMPLING for materials such as Volatile Organic Compounds (VOCs), particulates, aldehydes, fiberglass, metals, carbon monoxide, etc. will have reports provided within 2 working days of sample results being received by the CONSULTANT.

HAZARDOUS BUILDING MATERIALS SURVEYS: includes a complete survey of building materials as described elsewhere in this section and other materials including but not limited to mercury containing lights tubes (fluorescent light tubes), mercury containing thermostats, other lead containing materials (lead flashing), PCB containing transformers and ballasts, radioactive materials (exit signs), and refrigerants (HVAC compressors). Survey results will be provided within 10 working days of sample results being received by the CONSULTANT.

Reports will include Chain-of-Custody documentation and personnel credentials

K. REPORT SUBMITTAL SCHEDULE

CONSULTANT shall be notified of project by COUNTY. Based on type of project (Emergency or Routine), the CONSULTANT shall respond within two (2) hours or twenty-four (24) hours. The CONSULTANT shall provide a CIH and/or CSP for the initial project consultation with COUNTY or designee. The CONSULTANT shall provide a written preliminary report the next working day after initial consultation with COUNTY. The preliminary report may be submitted electronically (via email). The CONSULTANT shall provide a written project cost estimate the next working day after initial consultation with COUNTY. The project cost estimate may be submitted electronically.

The CONSULTANT shall provide a written project scope of work to COUNTY or designee within 48 hours of the CONSULTANT receiving sample results. The project scope of work is to include but not limited to the items found in Section N. The CONSULTANT shall provide to the COUNTY or designee one (1) paper original, one (1) electronic original, and two (2) hard copies of the project scope of work.

The CONSULTANT shall provide post remediation verification, as needed, for each project. The CONSULTANT shall provide a written final project report to the COUNTY or designee within ten (10) working days of the CONSULTANT receiving the post remediation verification results. The CONSULTANT shall provide the COUNTY or designee one (1) paper original, one (1) electronic original, and two (2) hard copies of the final project report.

Liquidated damages of \$500.00 for each calendar day shall result for non-compliance to report submittal schedule.

All documentation submitted to the COUNTY or designee is a matter of public record.

L. THIRD PARTY SAMPLING/QUALITY AUDITS

COUNTY reserves the option to acquire the services of another environmental consultant (third party) to perform additional sampling to confirm or verify results of sampling as a form of quality audits to verify if the CONSULTANT is conforming with the terms and conditions set forth in the Contract and with the COUNTY's Operation and Maintenance Plans.

M. ASBESTOS ABATEMENT, LEAD BASED PAINT AND INDOOR AIR QUALITY REMEDIATION SPECIFICATIONS

1. CONSULTANT shall provide and/or update periodically a master set of asbestos Lead Based Paint and Microbiological abatement specifications for County-wide projects. This specification package should give the COUNTY the ability to use the information for both large and small environmental abatement projects and should allow the COUNTY the ability use to bind an abatement contractor to industry standard guidelines, use a material survey or scope supplement for the development of a defined scope of work, and use a standard package for multiple projects and sites or future phases of one project. This package shall contain language that is typical to materials found in County-owned buildings for both renovation and demolition products.
2. The fixed fee for providing a master set of asbestos abatement specifications is \$5,000. Payable within 30 calendar days upon submission of the finished package and acceptance by the COUNTY.

N. ASBESTOS, LEAD CONTAINING MATERIAL AND INDOOR AIR QUALITY REMEDIATION SCOPE OF WORK SUBMITTAL.

Within 48 hours of the Consultant's receiving sampling results as described in Section B of Exhibit A, the Consultant shall submit a Remediation Scope of Work. The Remediation Scope of Work will be specific to the building/area under investigation and identify the extent of remediation to be executed by others under a separate agreement with the COUNTY. The Remediation Scope of Work shall include but not be limited to the following:

1. Building/Project name, address, room/area identification.
2. Consultant's Project Identification Number
3. Preparer's Name and Professional Designations
4. Work Order/RPM Project Numbers
5. Accurate locator Map with GPS coordinates or specific directions to the site from Downtown Las Vegas.
6. Name of Consultant with address and contact information.
7. Name of COUNTY representative with organization name , address and contact information.
8. Name of Occupant/User Department current function.
9. Emergency contact procedures and contacts.
10. Scope of Work
 - a) Written scope of work
 - b) Scalable diagrams and drafted plans with accurate dimensions in all directions (length, width, height). Use and edit COUNTY provided floor plans and elevation plans as baseline and background graphical representations whenever possible or available. Verify existing as-built information in the field to the extent required for a given project.
 - c) Provide estimated quantities of materials to be removed or abated.
 - d) Photographic documentation
 - e) Baseline contaminate data if obtained during previous investigation visits.
 - f) Specific work requirements such as PPE, minimum personnel, maximum timeline, access constraints and other foreseeable challenges.
 - g) Project Budget Estimate.
 - h) Closeout document requirements.
 - i) Demobilization requirements.
 - j) Post remediation verification requirements

O. CONSTRUCTION, DEMOLITION, AND RENOVATION PROJECT CONSULTATION

The services outlined in this agreement will be used to support and augment small, medium, and large scale renovation and demolition construction projects as approved by the Governing Board of County Commissioners. The Consultant will be required to provide a detailed projection of its scope of services based upon the magnitude of the project, existing survey/project information, and generally accepted assumptions at the time of the request for services. In addition to the aforementioned work outlined in this exhibit, the COUNTY will require the Consultant to participate (as needed) in Design Development meetings, review and understand construction plans and specification prepared by a licensed design professional, obtain background CADD files from the Architect or Engineer and use them to produce Abatement Plans for the project, provide abatement specification using the most current adopted Construction Specification Institute (CSI) Master Format, participate in bidding processes, and perform construction administration specific to the scope of work the Consultant produced including but not limited, reviewing submittals, responding to request for interpretation, change modification negotiation and approval, and project close-out procedures.

P. ANNUAL AUDIT

The CONSULTANT shall perform an annual audit of the COUNTY's files and databases related to the contract. The CONSULTANT will provide an annual report outlining and deficiencies, corrective actions and recommendations. Said Audit will be performed by personnel experienced in reviewing the information being audited, i.e. Asbestos files will be audited by a certified asbestos inspector, and mold related files will be inspected by a trained industrial hygienist with mold training experience.

EXHIBIT B
SOQ NO. 603073-13
CONSULTING, ASSESSMENT, AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD
CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONSULTANT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO SUBMITTAL.

1. Format/Time: The CONSULTANT shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. 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.
2. Best Key Rating: The Owner 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.
3. Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The CONSULTANT's insurance shall be primary as respects the Owner, its officers and employees.
4. Endorsement/Cancellation: The CONSULTANT's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONSULTANT's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.
6. 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**.
7. Commercial General Liability: Subject to paragraph 6 of this Exhibit, the CONSULTANT shall maintain limits of no less than **\$1,000,000** 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, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. Automobile Liability: Subject to paragraph 6 of this Exhibit, the CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and any auto used for the performance of services under this Contract.
9. Professional Liability: The CONSULTANT shall maintain limits of no less than **\$1,000,000** aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
10. Workers' Compensation: The CONSULTANT 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 Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 1**) indicating that the CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. Failure To Maintain Coverage: If the CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.
12. Additional Insurance: The CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: The CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.

14. Cost: The CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the SOQ package for the appropriate mailing address.
16. Insurance Form Instructions: The following information must be filled in by the CONSULTANT's Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONSULTANT's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: SOQ Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

SOQ NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as SOQ No. 603073-13, entitled CONSULTING, ASSESSMENT, AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)

)ss.

County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____

_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT D

FEE SCHEDULE

NO.	PERSONNEL	RATE PER HOUR
1.	TECHNICAL DRAFTING	
2.	FIELD / LABORATORY TECHNICIAN	
3.	SENIOR TECHNICIAN / INSPECTOR	
4.	SUPERVISORY TECHNICIAN / INSPECTOR	
5.	WORD PROCESSOR	
6.	STAFF SUPPORT AND CLERICAL	
7.	STAFF PROFESSIONAL	
8.	SENIOR STAFF PROFESSIONAL	
9.	PROJECT PROFESSIONAL / MANAGER	
10.	SENIOR PROFESSIONAL / MANAGER	
11.	PRINCIPAL PROFESSIONAL / MANAGER	
12.	PRINCIPAL / CONSULTANTS	

An overtime charge of 50 percent of the above hourly rates will be added for hourly personnel (No. 1 through No. 6 above) for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. A minimum charge of three hours will be made for each day of requested or required field service.

Expenses

1. Subcontracted exploration expenses (drilling, trenching, etc.) are charged at cost plus 15 percent.
2. Other out-of-pocket expenses (aerial photos, blue prints, permits, bonds, outside printing services and sampling, etc.) are charged at cost plus 15 percent.

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE		<input type="checkbox"/> WBE		<input type="checkbox"/> SBE		<input type="checkbox"/> PBE
Minority Business Enterprise		Women-Owned Business Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name and Email:		
Telephone No:				Fax No:		
Local Street Address:				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name Email:		
Number of Clark County Nevada Residents Employed:						

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

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

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

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

This section is not required for publicly-traded corporations.

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

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

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

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative