



# CLARK COUNTY, NEVADA

## REQUEST FOR PROPOSAL

RFP NO. 603127-13  
COMMISSIONING SERVICES - CCDC NT PHASE I & II

The RFP 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. 603127 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 **MANDATORY** Pre-Proposal Conference and site walk-thru will be held on **NOVEMBER 13, 2013 at 10:00 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Jim Haining, Purchasing Analyst, at (702) 455-4230 no later than **MONDAY, NOVEMBER 11, 2013**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **DECEMBER 9, 2013 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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PUBLISHED:  
Las Vegas Review Journal  
NOVEMBER 1, 2013

**GENERAL CONDITIONS**  
RFP NO. 603127-13  
COMMISSIONING SERVICES - CCDC NT PHASE I & II

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 "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for Building Commissioning Services for Clark County Detention Center North Tower Phase I & II.

3. SCOPE OF PROJECT

Clark County Nevada is the owner and operator of the Clark County Detention Center (CCDC) located in downtown Las Vegas, Nevada. It is a large jail facility with the capacity to hold approximately 3,600 inmates. The County has just completed renovations for Phase I of the North Tower and working on the contract for the design/build renovations for Phase II of the North Tower.

The County is requiring commissioning services for Phase I & II of the CCDC North Tower renovation. The full Scope of Work can be found in Exhibit A, Scope of Work (attached)

4. DESIGNATED CONTACTS

The OWNER'S representative will be Jim Haining, Senior Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-4230, [jhaining@clarkcountynv.gov](mailto:jhaining@clarkcountynv.gov). This representative will respond to questions concerning the scope of work of this RFP and questions regarding the selection process for this RFP.

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

**MANDATORY** Pre-Proposal Meeting and Site Walk-Thru: November 13, 2013; 10:00 a.m. Pacific, Gold Conference Room followed by a site walk-thru.

Last Day to Ask Questions: November 22, 2013

Last Day Owner Will Provide Addendum: November 27, 2013

Proposal Due Date: December 9, 2013, 3:00 pm Pacific

Finalists Selection: December 2013

Finalists Oral Presentations: December 2013 / January 2014, if requested by Owner

Final PROPOSER Selection: January 2014

Contract Negotiations: January / February 2014

Award & Approval of the Final Contract(s): February 2014

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP 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.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER 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 RFP'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 the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review. All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

**The PROPOSER shall submit one (1) clearly labeled original and six (6) copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred.** The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP 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 proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals 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 OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

Hand Delivery

Clark County Government Center  
Purchasing and Contracts Division  
500 South Grand Central Parkway, 4<sup>th</sup> Fl  
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> 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, 4<sup>th</sup> Fl  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS 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 PROPOSERS in written addendum form from the Purchasing Analyst.

14. 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 proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by the OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

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

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER'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 proposal 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 proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(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 PROPOSER'S consent to the disclosure of the information by the OWNER, PROPOSER'S waiver of claims for wrongful disclosure by OWNER, and PROPOSER'S covenant not to sue OWNER for such a disclosure.

PROPOSER(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.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. 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.

18. BUSINESS LICENSE REQUIREMENTS

**CLARK COUNTY BUSINESS LICENSE / REGISTRATION**

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([http://www.clarkcountynv.gov/Depts/business\\_license/Pages/default.aspx](http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx))

19. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Also include gross revenues for 2010, 2011, and 2012 and your most recent Financial Statement.
- iii. Indicate if your firm has an office in Clark County and the year it was established, if any.
- iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, veteran-owned or a Nevada business enterprise as defined in Exhibit C (attached).
- v. 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.
- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. Provide a statement that firm will comply with insurance requirements indicated in Sample Contract's Exhibit B (attached).
- viii. Provide OWNER with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- ix. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- x. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect OWNER'S decision.

**B. Experience & Staff Qualifications**

- i. Include a brief resume of all similar projects your firm has performed for the past 3 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 PROPOSER'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. The Scope of Work for this project is located in Exhibit A (attached).
- ii. Provide information concerning the educational background, experience, qualifications (directly related to this project), and professional resumes of those persons who would actually perform work as the commissioning team on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

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

- iii. Describe and document the applicable licenses which are held by the PROPOSER.
- iv. Demonstrated ability to perform quality work, control costs within budget and meet time schedules.
- v. Provide references for the PROPOSER's firm, proposed project manager and proposed staff. Include reference's name, phone number and email address. (References and work product examples submitted should reflect the work of the key people assigned to the project as well as the firm).

**C. Description of Proposed Project and Work Plan**

Describe in more detail the PROPOSER's understanding and general approach to the project. Include a preliminary project plan that includes:

- i. PROPOSER'S concept of the project including a description of the proposed commissioning services, a staffing narrative, the methodology to be used and the major commissioning deliverables to be produced.

Include approximate # of site visits and a spreadsheet listing the proposed staffing with name, position title, discipline, engineering/ commissioning experience and tenure with company. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names, upon verbal request.

- ii. Any assumptions.
- iii. Any constraints.
- iv. A commissioning organizational chart showing the inter-relationship of the commissioning staff and their relationship to management.
- v. Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles.
- v. A quality control Plan and flow chart showing how PROPOSER will ensure quality control throughout the project. Also provide a functional MEP flow chart showing the interconnection between the design, construction, acceptance and warranty phases of the commissioning services. Include an outline description of the major activities in each phase of the work. Show the interrelationship of the decision making process through final acceptance and final completion of the warranty phase activities.
- vi. State why the PROPOSER is best suited to perform the services for this project.
- vii. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project.

**D. Project Fee**

- i. Describe PROPOSER'S fees to provide the services described in their proposal in the format that follows (Commissioning Schedule of Values).

**Commissioning Schedule of Values**

Description	Dollar Amount
Bridging Document Design Review	\$
Design Build Final Engineering Document Review	\$
Division 21 – Fire/ Life Safety	\$
Division 22 - Plumbing	\$
Division 23 – Mechanical	\$
Division 26 – Electrical	\$
Division 27 – Communications, A/V and Data	\$
Division 28 – Security Electronics	\$
<b>Total Fee for Total Building Commissioning</b>	<b>\$</b>

\* Pricing shall include all inspections, monitoring and testing as outlined with the following clarifications

Pricing shall include all reimburseable expenses

Proposed Milestone Payment Schedule	Dollar Amount

Fee Schedule (2013 through 2016)	\$ per Hour
Principal	
Professional Engineer	
Senior Engineer	
Project Manager	
Commissioning Specialist (CxA)	
Commissioning Technician (CxT)	
CAD Design Specialist	
Report Processing Assistant	
Building Systems Field Mechanic/Technician	
Other:	

**E. 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 (Exhibit B). PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

**F. Other**

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

**Exhibit A**  
**Scope of Work**  
**Commissioning Services**  
**Clark County Detention Center – North Tower – Phase I & II**

Building Systems Commissioning process shall begin early in the project's schematic design phase and continue through acceptance phase period with post-occupancy testing. The following outline and narrative shall guide the Commissioning Authority strategy for staffing the Commissioning disciplines for this project.

**1. Scope of Work Confirmation and Clarification:**

Based Upon: Phase II Bridging Documents dated April 23, 2013  
Phase II Design Build documents from Sletten/DLR  
Phase I Record documents dated May 29 and 30, 2013

- a. Commissioning Agent (CxA) shall perform the required Design (Bridging & DB docs) through Acceptance Phase Commissioning with the required personnel to meet the commissioning requirements and document the testing and functionality of Clark County Detention Center North Tower Phases I & II building energy systems as designed within the Design Narrative Project Overview Statement of Work and continue through the DB Construction Documentation to include:
- i. Mechanical Systems – BMS Controls, HVAC Equipment, Heating and Chilled Water Pumps and Distribution, Kitchen Refrigeration & Type I Exhaust, Smoke Control, etc.
  - ii. Plumbing Systems – Domestic Water, Sanitary, Waste & Vent, Sewage Grinder & Waste Water Lift, Fixtures, DHW Solar Panel, Flush Valves, Lavs, WC, Urinals, Sinks, Multi- Stage Pumping w/ VFD Control, BMS Status & set points, Compressed Air, Softener, etc.
  - iii. Electrical Power Distribution Systems – Lighting Control/Dimmers, Occupancy Sensors, day-lighting Control, Foot Candle, Panels, NETA Testing Verification, Switchgear, Transformers, Panel boards, Motor Control Centers, Breakers, generator set w/ ATS, SCCS & Arc Flash Study Review, FACP, Emergency Power Distribution, Battery Backup, Building UPS System, etc.
  - iv. Low Voltage Telecommunication Systems – Point to Point Verification, Voice & Data, Raceway Routing, Labeling, FPT, etc.
  - v. Security Systems – Point to Point Verification, Head End Room, Cameras Fixed & Pan/ Tilt/ Zoom, Fiber Optics, Category 6 Cabling, Raceway Routing, Labeling, FPT, etc.
  - vi. Fire Alarm and Reporting Systems – Interconnectivity from North to South Tower, FACP, FPE/ MQAA Participation, etc. That interconnectivity of the fire detection/protection system within the North Tower shall include the fire alarm system, the fire sprinkler system, the specialty fire suppression systems and the fire monitoring system.
  - vii. Smoke Control Verification shall be completed in accordance with the Southern Nevada Fire Code Committee's *Uniform Guideline for Smoke Control Testing & Recertification*, and the manufacturer's instructions. **IFC 909.20.**
- b. CxA all begin the Commissioning Process in the Schematic Design phase, continue through Bridging Documents and DB Design Document Phase performing the systems commissioning review with Back Check, Start-up Verification and Acceptance Testing.

Deliverables shall include:

- i. Commissioning Review (Bridging Documents; OPR & BOD))
- ii. Commissioning Review (DB Design Documents)
- iii. Commissioning Review Back Check both Bridging and Design Build Comments
- iv. Commissioning Review of Construction Documents
- v. Commissioning Review of Equipment Submittals
- vi. Preliminary/ Final Commissioning Plans
- vii. Commissioning Specifications Review (Divisions 21, 22, 23, 26, 27 & 28
- viii. Start-up Verification Checklist
- ix. Functional Performance Tests
- x. Issue Resolution Reports

- xi. Third Party Reports Review Comments (NETA/ FPE/ Specialty Tests)Controls Manual (Performance Verification Tests)
  - xii. Testing, Adjusting and Balancing Verification (TAB Report)
  - xiii. Training Agendas (Review of Contractor Submittal)
  - xiv. Operation & Maintenance Manual Review and Approval
  - xv. Systems Manual (Specific to Systems Commissioned)
  - xvi. Final Commissioning Report
- c. CxA shall facilitate the CxA kick-off/ scoping and ongoing commissioning meetings.
- d. CxA shall allow for witness of specialty testing and the startup of all major mechanical equipment.
- e. CxA shall observe portions of the TAB work to validate proper TAB procedures and documentation. TAB verification shall be performed with Final TAB Report.
- f. Functional Performance Test Procedures – It shall be CxA intent through the functional performance testing to demonstrate the performance of each of the systems in normal and emergency conditions as can best be simulated. It is not CxA intent to demonstrate every condition, safety, interlock or procedure that could be encountered. The safety and performance of the systems remains the responsibility of the installing contractor.
- g. Systems not included within this agreement are the IAQ Management Plan, Building Exterior, Structural or backflow prevention systems.
- h. Start-up, labor and materials as well as test holes, ports and plugs are not part of the CxA's responsibility.
- i. All technician services and tools to bring equipment/ facility into operational state are the responsibility of the installing contractor.
- j. CxA acknowledges a dual design phase approach requiring commissioning review of both the Bridging Documents and continuing with the Design Build Construction documents. Commissioning review of the Bridging Documents shall include correspondence with JMA providing commentary and back check of items identified within the commissioned equipment scopes as based upon the Owner's Project Requirements and Basis of Design. This process shall be performed throughout the review of the Bridging Documents and the final construction documents from Sletten/DLR to include meeting participation as scheduled for MPE, Food Service, Security, and Low Voltage Telecommunications.
- k. Design Build Construction documents shall be reviewed at 60%, 90% and 100% phases to verify conformance to the OPR/ BOD as defined within the Bridging Documents. Back check shall provide logging of items found not in compliance and shall require resolution of design issue. Meeting participation shall be required to ensure the design intent is maintained through production of the final DB documentation.
- l. The commissioning process shall follow the ASHRAE Guideline 0-2005 The Commissioning Process and ASHRAE Guideline 1.1-2007 t h e HVAC Commissioning Process. CxA proposal shall provide operational and evaluation review at the end of each Phase II construction sub-phase and a total building commissioning at the end of the entire Phase II project. The Phase I operational and evaluation shall occur at the beginning of the Phase II design build process. The commissioning of Phase I shall also occur at the end of the Phase II project.
- m. CxA team members shall utilize Start-up Verification Checklist and Functional Performance Checklist documents to document systems readiness. Final FPT shall be performed during the acceptance phase testing period documenting systems performance and functional interface requirements.
- n. Deficient items will be reported and tracked through "Issues Resolution Log" on a regular basis in order to expedite correction, re-test and system finalization. CxA shall include at least six failures with retest into the proposal.
- o. The CxA team shall participate in all appropriate design team meetings with Sletten/DLR, JMA and the Owner. Provide a schedule of the proposed meetings to reflect the overall design build schedule provided by Sletten Construction.
- p. The CxA team shall participate in all appropriate construction team meetings with Sletten/DLR, JMA and the Owner. Provide a schedule of the proposed meetings to reflect the overall design build schedule provided by Sletten Construction

### 3. Overview

- a. CxA staffing strategy and approach shall be the same for all systems covered in this proposal. Staffing will be adjusted as needed based upon the project's progression, anticipated and actual project schedule.
- b. CxA specialists shall by discipline coordinate with design team members to assist commissioning issues within the construction documents for resolution to ensure a successfully constructed project. Additionally, CxA communication with JMA Architecture Studios (JMA) and the Design Build construction professionals to clearly navigate commissioning processes in meeting construction milestones, assisting in the procurement and logistical planning in maintaining the construction master schedule.
- c. The CxA shall utilize an interdisciplinary approach that matches project specific tasks to individuals with specialized experience, working under the direction of an experienced commissioning agent.
- d. The scope of the commissioning efforts shall include retro commissioning of the North Tower Phase I project. The basement, a small portion of the second floor and the Main Distribution Frame Room on the 12<sup>th</sup> floor are included in this element of the work. The CxA team will provide a full technical review of all appropriate Phase I systems at the beginning of Phase II. The CxA team will provide full building commissioning, including retro commissioning of Phase I at the end of Phase IIC. Attached are record documents defining the entire Phase I scope of work.
- e. The scope of commissioning efforts shall include commissioning of the entire North Tower Phase II project. The Phase II project is divided into four sub phases of almost identical length. The entire schedule for the Phase II is 48 months. The CxA team will provide a full technical review of all appropriate systems at the end of sub phases I, II and III. The CxA team will provide full building commissioning at the end of sub phase IV. Attached are bridging documents from JMA for the Phase II scope of work. Final construction documents are anticipated eight months after the award of a design build contract to Sletten Construction and DLR Group.
- f. Smoke control systems shall be tested by a Special Inspector. **IFC 909.18.8** Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the Southern Nevada Fire Code Committee's  *Uniform Guideline for Smoke Control Testing & Recertification*, and the manufacturer's instructions. **IFC 909.20** The Southern Nevada Fire Code Committee maintains a list of approved Special Inspectors. **Guideline pp2 Definitions.** The inspection personnel cannot be associated with the Design Build Consultant Team or the Consultant Team from JMA.

### 4. Design Phase

- a. Professional Engineers (PE). The PEs work in this phase shall be focused on establishing the preliminary commissioning plan and conducting plan and specification reviews. The purpose of the preliminary commissioning plan is to define the processes and procedures that must be followed by the Commissioning Team in systematically carrying out the commissioning process. The purpose of the document design review is to find any omissions, enhancements, maintenance improvements, or value added items. This review culminates in a report documenting the findings and making recommendations.
- b. Staff Engineers. The Staff Engineers assist the PE by reviewing data, gathering empirical information, developing the preliminary outline for the preparation of the Commissioning Plan. In addition, Staff Engineers assist in developing pre functional checklists and the development of "Equipment / Systems to be tested" spreadsheet.
- c. Building System Field Mechanic/Technician. The Building Systems Field Mechanic/Technician shall have at least 10 years of field construction, long term life cycle, maintenance and repair experience in the respective fields of commissioning. The Field Mechanic/Technician will work with the respective Engineers and the remainder of the CxA team to provide a solution that allows the Owner's Operations personnel to maintain and replace all system components.

### 5. Construction Phase

- a. Professional Engineers (PE).
  - i. The PEs role during the construction phase includes onsite visits depending on project size. Onsite visits shall include other team specialists as well.
  - ii. The PE shall review all site inspection reports from the Senior Engineers, the T & C Specialists and the Building Systems Field Mechanic/ Technician. The PE establishes the format for testing and/ or inspection reports, and shall develop an Executive Summary that is issued with all intermediate and final commissioning reports.

- iii. Plan and conduct an initial commissioning scope meeting in conjunction with Senior Engineers, T&C Specialists and the Building Systems Field Mechanic/ Technician as project size dictates, and coordinate, for the commissioning team, all commissioning planning meetings and activities in accordance with the preliminary and/ or revised commissioning plans and issue meeting agendas and minutes for all commissioning team meetings.

b. Senior Engineers (SE)

- i. Perform project management duties including coordinating with project site, performing site visits, and coordinating deliverables.

c. Testing and Controls (T&C) Specialists

- i. Perform site visits to review installation practices based on area of expertise.

d. Building System Field Mechanic/Technician

- i. The Building System Field Mechanic/Technician shall have at least 10 years of field construction, long term life cycle, maintenance and repair experience in the respective fields of commissioning. The Field Mechanic/Technician will work with the respective Engineers and the remainder of the CxA team to provide a solution that allows the Owner's Operations personnel to maintain and replace all system components. This person will be key to ensure constructability and maintainability of the facility systems over the life-cycle of the facility.

**6. Acceptance Phase**

a. Professional Engineers (PE).

- i. The PEs role during the Acceptance Phase is to oversee and direct the functional performance testing of the required systems.
- ii. The PE reviews all site inspection reports from the Senior Engineers, T&C Specialists and the Building Systems Field Mechanic/Technician, and develops an Executive Summary to accompany all testing or inspection reports.

b. Senior Engineers (SE)(CxA)

- i. Perform project management duties including coordinating with project site, performing site visits, and coordinating deliverables.
- ii. Gather control sequences and review for clarity.
- iii. Witness all or part of duct pressure testing, piping cleaning and flushing procedures.
- iv. Preparation of reports documenting testing results.
- v. Review and inspect systems Start-up Verification Checklist (SVC) test results.
- vi. Inspect the site and approve the systems startup reports.
- vii. Review test and balance (TAB) agenda and procedural plan.
- viii. Verify that the control systems are fully installed and functionally ready for TAB.
- ix. Review and spot-check final TAB report to ensure accuracy.
- x. Assist in the review of functional trend logs and monitoring data to verify performance.
- xi. Conducting of the Functional Performance Testing (FPT).
- xii. Maintains the master deficiency list and resolution log along with a separate testing record.
- xiii. Where applicable, assist in the witnessing of smoke control systems testing and other special testing contracted by the client. Also, prepare reports documenting results and deficiencies.
- xiv. Coordination of contractor training for Owner's operating personnel.
- xv. Assist in the preparation of the commissioning record and building systems manual.

c. Testing and Controls (T&C) Specialists

- i. Perform site visits as needed to review installation practices based on their area of expertise. This may include:
  - 1. Assisting in Functional Performance Tests
  - 2. Assisting in Start-up Checkout Testing.
  - 3. Assisting in actual Functional Performance Testing directed by the client.

d. Staff Engineers

- i. Prepare the Pre-functional Checklists for review by the CxA.
  - ii. Review submittals and develop omissions list for SE/ PE.
  - iii. Participate in the development of the initial systems start-up plan and start-up.
  - iv. Assist in the production of Functional Performance Test procedures.
  - v. Assist in the maintenance of a master deficiency and resolution log and testing record.
  - vi. Review warranties and assist in developing an Owner's awareness issues log/ report.
  - vii. Assist in the maintenance of the Commissioning Record and Building Systems Manual.
  - viii. Initially review O&M manuals and develop an omissions report draft for the CxA.
- e. Building System Field Mechanic/Technician shall have at least 10 years of field construction, long term life cycle, maintenance and repair experience in the respective fields of commissioning. The Field Mechanic/Technician will work with the respective Engineers and the remainder of the CxA team to provide a solution that allows the Owner's Operations personnel to maintain and replace all system components. This person will be key to ensure constructability and maintainability of the facility systems over the life-cycle of the facility.

## 7. Post Occupancy/ Warranty Period Phase

- a. Professional Engineers (PE)
- i. The PEs role during the Warranty Period phase is to oversee and direct the required seasonal or deferred testing of the systems.
  - ii. The PE reviews all site inspection reports from the Senior Engineers, T&C Specialists and the Building Systems Field Mechanic/Technician, and develops an Executive Summary to accompany all testing or inspection reports.
  - iii. Assist Owner by interviewing facility's staff to identify any operational problems or concerns and provide solutions and suggestions for improvements.
  - iv. Assist in the development of a Preventative Maintenance Plan, Operating Plan, Energy and Resource Management Plan, or an As Built Documentation of Record as directed by the Client.
- b. Senior Engineers (SE)
- i. Coordinate and supervise seasonal or deferred testing and monitor deficiency corrections.
  - ii. Return to site at 10 months into the warranty period to review building operation and outstanding issues.
  - iii. Identify warranty issues.
  - iv. Assist facility staff in developing documents and requests for services to remedy outstanding problems.
  - v. Assist in the development of a Preventative Maintenance Plan, Operating Plan, Energy and Resource Management Plan, or an As Built Documentation of Record as directed by the Client.
- c. Testing and Controls (T&C) Specialists
- i. Perform site visits as needed to assist the CxA and review operational practices based on their area of expertise. This may include:
    - 1. Assists in building operational evaluation.
    - 2. Assists in testing to determine causes of staff concerns or problems.
- d. Building System Field Mechanic/Technician shall have at least 10 years of field construction, long term life cycle, maintenance and repair experience in the respective fields of commissioning. The Field Mechanic/Technician will work with the respective Engineers and the remainder of the CxA team to provide a solution that allows the Owner's Operations personnel to maintain and replace all system components. This person will be key to ensure constructability and maintainability of the facility systems over the life-cycle of the facility.

## 6. COMMISSIONING DELIVERABLES –

- a. Field Inspection Evaluations and Reports
- b. Field Inspection Pictures or Documents
- c. Witnessing Crucial Construction Events and Pre Functional Tests and Evaluation of each Phase.
- d. Conduct Commissioning Meetings Concurrent with CxA Site Visits Including Published Meeting Agendas and Meeting Minutes.
- e. All Identified Deficiencies Summarized In Single Action Item Summary Report.

- f. Issue Resolution/ Deficiency Correction Tracking.
- g. Engineering Analysis of Deficiencies and Recommended Solutions.
- h. Final Commissioning (CxA) Report
  - i. Executive Summary.
  - ii. Project Narrative.
  - iii. Copies of All Filled-Out Start-up Verification Checklist (SVC) Forms.
  - iv. Copies of all Functional Performance Test (FPT) Field Data.
  - v. Engineering Analysis of All CxA / FPT Results.

**Exhibit B – Sample Contract**  
**CLARK COUNTY, NEVADA**  
**CONTRACT FOR COMMISSIONING**  
**SERVICES FOR - CCDC NT PHASE I & II**  
**RFP NO. 603127-13**

<b>//ENTER COMPANY NAME//</b>
NAME OF FIRM
<i>//Enter Designated Contact Name//</i>
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
<i>//Enter Street Address//</i> <i>//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

## CONTRACT FOR COMMISSIONING SERVICES - CCDC NT PHASE I & II

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as PROVIDER, for Commissioning Services - CCDC NT Phase I & II (hereinafter referred to as PROJECT).

### W I T N E S S E T H:

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

WHEREAS, the PROVIDER 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 PROVIDER agree as follows:

### **SECTION I: TERM OF CONTRACT**

COUNTY agrees to retain PROVIDER for the period from //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, Enter Term-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER 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 PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee / not-to-exceed amount of \$ENTER AMT. COUNTY's obligation to pay PROVIDER cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the PROVIDER and it shall be the PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

#### B. Milestone Payments

The PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones exhibit (Exhibit D) Milestone/Deliverable Invoicing Schedule.

#### C. Terms of Payments

1. 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 and Exhibit D, Milestone/Deliverable Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project 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 PROVIDER 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 PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER 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 PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
  5. In the event that legal action is taken by COUNTY or the PROVIDER 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.
  6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER’s negligence, resulting from or arising out of errors or omissions in PROVIDER’s work products, which have not been previously paid to PROVIDER.
  7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
  8. Invoices shall be submitted to Clark County Real Property Management, 500 S. Grand Central Parkway, 4<sup>th</sup> floor, Attn: Joseph A. Gale.
- D. County’s Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY’s financial responsibility as indicated in Sections 2 and 3 below.
  2. 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.
  3. 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 PROVIDER.

**SECTION III: SCOPE OF WORK**

Services to be performed by the PROVIDER 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 PROVIDER’s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER 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 PROVIDER shall be furnished without the written authorization of COUNTY.

**SECTION V: RESPONSIBILITY OF PROVIDER**

- A. It is understood that in the performance of the services herein provided for, PROVIDER 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, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER 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. PROVIDER 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 PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
  2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'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 PROVIDER 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 PROVIDER 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. PROVIDER 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 PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of PROVIDER's request to subcontract.

**SECTION VII: RESPONSIBILITY OF COUNTY**

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, Joseph A. Gale, Clark County Real Property Management, telephone number (702) 455-5965 or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER 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 PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER 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. PROVIDER 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 PROVIDER.

**SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibits A and D of this Contract.
- C. If the PROVIDER's performance of services is delayed or if the PROVIDER's sequence of tasks is changed, PROVIDER 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.
- D. In the event that the PROVIDER 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 PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$1,000.00** 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 PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER 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 PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER 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.

2. Termination for Convenience

a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the PROVIDER 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 PROVIDER 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.

3. Termination for Default

a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER 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 PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the PROVIDER's default.

b. Upon receipt or delivery by PROVIDER of a termination notice, the PROVIDER 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 PROVIDER to fulfill contractual obligations it is determined that the PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

4. 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 PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.

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

6. 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 PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

**SECTION X: INSURANCE**

The PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The PROVIDER 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 PROVIDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION XII: MISCELLANEOUS**

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER 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 PROVIDER 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 PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Public Funds

PROVIDER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER 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 PROVIDER in breach of the Contract, terminate the Contract, and designate the PROVIDER as non-responsible.

D. Assignment

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

E. Indemnity

The PROVIDER 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 PROVIDER or the employees or agents of the PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to the PROVIDER, 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 PROVIDER or any agent or representative of the PROVIDER 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.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
  - a. to pursue the same remedies against the PROVIDER as it could pursue in the event of a breach of this Contract by the PROVIDER; and
  - b. 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 PROVIDER in providing any such gratuities to any such officer or employee.
3. 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.

H. Audits

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

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

All work performed or services rendered by PROVIDER 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.

L. Subcontractor Information

The PROVIDER 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 PROVIDER is for the COUNTY's information only.

M. Disclosure of Ownership Form

The PROVIDER 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: \_\_\_\_\_  
GEORGE W. STEVENS  
Chief Financial Officer

\_\_\_\_\_ DATE

PROVIDER:  
//LEGAL NAME//

By: \_\_\_\_\_  
//NAME//  
//TITLE//

\_\_\_\_\_ DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney

\_\_\_\_\_ DATE

**EXHIBIT A**  
**COMMISSIONING SERVICES - CCDC NT PHASE I & II**  
**SCOPE OF WORK**

To be completed during contract negotiation.

**EXHIBIT B  
COMMISSIONING SERVICES - CCDC NT PHASE I & II  
INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** The PROVIDER shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage 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.
- B. **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.
- C. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The PROVIDER's insurance shall be primary as respects the Owner, its officers and employees.
- D. **Endorsement/Cancellation:** The PROVIDER's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the PROVIDER'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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **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.
- G. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, the PROVIDER 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. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, the PROVIDER 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 PROVIDER and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** The PROVIDER 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 two (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.
- J. **Workers' Compensation:** The PROVIDER 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 PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the PROVIDER 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.
- K. **Failure To Maintain Coverage:** If the PROVIDER fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the PROVIDER to stop the work, declare the PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the PROVIDER or deduct the amount paid from any sums due the PROVIDER under this Contract.
- L. **Additional Insurance:** The PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** The PROVIDER is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** The PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the

price(s).

- O. **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 RFP package for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by the PROVIDER's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER's name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) 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: RFP 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

RFP NUMBER AND CONTRACT 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 4<sup>TH</sup> 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 duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

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 RFP No. 603127-13, entitled COMMISSIONING SERVICES - CCDC NT PHASE I & II;
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.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

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

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



**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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

*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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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:

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Signature

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Print Name  
Authorized Department Representative

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***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:

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Signature

---

Print Name  
Authorized Department Representative

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***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:

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Signature

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Print Name  
Authorized Department Representative