

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603347-14 ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

The bid 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. 603347-14 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-bid Conference will be held on **JUNE 12, 2014** at **10:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Thomas Boldt, Senior Purchasing Analyst, at tboldt@ClarkCountyNV.gov no later than **WEDNESDAY, JUNE 11, 2014**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **JUNE 20, 2014** at **3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

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I – INSTRUCTION TO BIDDERS

BID NO. 603347-14

ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Administrator:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.
- Q. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

- S. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.
- T. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- U. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Thomas Boldt, Senior Purchasing Analyst, at tboldt@ClarkCountyNV.gov or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Allen Pavelka, Manager Maintenance Management, Public Works, telephone number (702) 455-6067.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST."

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids 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 CONTRACT utilizing **Attachment 2**. The information provided in **Attachment 2** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 2**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. BID SECURITY

A. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

B. Each Bid shall be accompanied by a bid security (in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the COUNTY) in the amount of 5% of the total bid amount, pledging that the Bidder will within ten (10) calendar days after COUNTY'S request, furnish the bonds and insurance as required herein, covering the faithful performance of the Bidder and the payment of all obligations arising thereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the Bidder refuse to or fail to furnish such bonds and insurance, the amount of the bid security may be forfeited to COUNTY. All checks and money orders must indicate the Payee as Clark County Treasurer and reflect the complete bid number.

1. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form **Attachment 1**, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his/her power of attorney.
2. COUNTY will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
3. Should this bid contain Lots, the Bidder may choose to provide a bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the Bidder elects to provide a bid security in the form of a bid bond, it may be issued for five (5) percent of the aggregate amount of all Lots submitted.

12. DESCRIPTIVE LITERATURE

Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Form.

13. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable service, whichever is later.

Terms of Payment: 0%, Net thirty (30) Calendar Days.

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable service, whichever is later.

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

14. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements or specifications that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

15. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

16. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

17. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids 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 ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

HAND DELIVERY

U.S. MAIL DELIVERY

EXPRESS DELIVERY

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

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

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

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

18. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

19. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

20. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, experience, terms of payment, qualifications, past performance, quality and utility of services, and the adaptability of those services to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable.

In accordance with NRS 332.065.3, COUNTY may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

21. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity.

22. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

23. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

24. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

25. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 - (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.

- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.
26. METHOD OF AWARD
- Award will be made to the lowest responsive and responsible Bidder contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the Owner. Bidders must bid on all items to be considered responsive.
27. LETTER OF AWARD
- Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.
28. INITIAL TERM
- The initial term of CONTRACT shall be from date of award through June 30, 2015.
29. CONTRACT RENEWAL
- COUNTY reserves the option to renew CONTRACT for an additional two (2), one-year period(s) from its expiration date.
30. CONTRACT EXTENSION
- COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.
31. INSURANCE
- SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.
- SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate 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, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 4** indicating that it has not elected 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.
- SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within ten (10) business days after COUNTY request.
- SUCCESSFUL BIDDER shall obtain and maintain the insurance coverage required in **Attachment 3**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 3**. All Bidders shall include the cost of the insurance coverage in their bid price(s).
32. FAILURE TO MAINTAIN COVERAGE
- If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.
33. PRICE ADJUSTMENT REQUESTS
- Commencing on the date of award, prices shall not be subject to change during the initial first year term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Administrator, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per one year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index

between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): Urban Wage Earners, Size Class B/C, Services. Series ID: CWURX000SAS will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or three (3) percent for an increase or decrease.

Suitable Proof:

Print-out of CPI index and calculated increase.

Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial year term and for any subsequent term(s) if the decrease exceeds 10 percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place SUCCESSFUL BIDDER in default, terminate CONTRACT, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

34. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- Christmas Day
- New Year's Day

SUCCESSFUL BIDDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

II -GENERAL CONDITIONS

BID NO. 603347-14

ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. 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 or termination of CONTRACT.

3. AUTHORITY

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. CLARK COUNTY'S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY'S property and adequately insured by SUCCESSFUL BIDDER for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

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

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the BCC or their authorized representative.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

14. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

15. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

18. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number
- L. Clark County Work Order Number(s)

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER 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 expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

23. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

25. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY; provided that COUNTY or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY.

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

26. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon COUNTY'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

29. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

33. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

34. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to SUCCESSFUL BIDDER. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and SUCCESSFUL BIDDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

35. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that COUNTY elects to terminate CONTRACT, the termination request will be submitted to the BCC or the Clark County Administrative Services Department for approval.

36. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

37. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

38. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 603347-14

ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

Name of Firm

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Completed "Disclosure of Ownership" form.
- C. A copy of current applicable Clark County Business License

2. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3. FAILURE TO DELIVER

In the event that SUCCESSFUL BIDDER fails to deliver the service in accordance with the terms and conditions of CONTRACT, COUNTY shall have the option to either terminate CONTRACT or temporarily procure the service from another supplier. If the service is procured from another supplier, SUCCESSFUL BIDDER shall pay to COUNTY any difference between the bid price and the price paid to the other supplier.

4. WORKING HOURS/OVERTIME

The normal business day for COUNTY'S employees is 7:30 a.m. to 4:30 p.m. PST, Monday through Friday, except legal holidays, as specified in this document. At COUNTY'S discretion, seasonal adjustments in the hours of the normal business day may be made.

The normal jobsite hours of access are 7:30 a.m. to 4:30 p.m. PST, Monday through Friday. At COUNTY'S discretion, seasonal adjustments in the hours of the normal business day may be made.

Any work performed outside of the normal jobsite hours that is not required or requested by COUNTY, shall be performed without additional expense to COUNTY.

5. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to COUNTY.

6. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

7. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

8. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

9. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

10. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: Being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

11. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

12. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER and SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. SUCCESSFUL BIDDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

13. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

14. PERFORMANCE REQUIREMENTS

- A. COUNTY considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, COUNTY is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and

- B. All services performed, parts or material installed and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work.

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within seven (7) calendar days at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

15. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of COUNTY property.

16. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors or gates are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

17. INVOICING REQUIREMENT

SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, COUNTY is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

18. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to COUNTY at CONTRACT kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable or COUNTY points out the deficiencies. The program shall include but not be limited to the following:

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of CONTRACT. COUNTY may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

19. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and COUNTY. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

20. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, COUNTY will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for COUNTY to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

21. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

22. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

23. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL BIDDER'S expense.

24. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE

- A. COUNTY Representative will contact SUCCESSFUL BIDDER either verbally or in writing to describe any deficiencies.
- B. If unresolved or if additional related deficiencies occur, COUNTY Purchasing Representative will contact SUCCESSFUL BIDDER in writing describing deficiencies and schedule a meeting.
- C. If unresolved or if additional related deficiencies occur, COUNTY Purchasing Representative will issue a written notice of deficiencies allowing seven (7) calendar days for SUCCESSFUL BIDDER to provide a written plan to cure or remedy the situation.
- D. If unresolved or if additional related deficiencies occur, COUNTY Purchasing Representative will formally terminate the CONTRACT.
- E. If SUCCESSFUL BIDDER is terminated for cause, SUCCESSFUL BIDDER will be disqualified from bidding or quoting on any COUNTY business for a period of twelve (12) months from the date of the termination. This disqualification will result in SUCCESSFUL BIDDER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe.

IV - TECHNICAL SPECIFICATIONS

BID NO. 603347-14

ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

Name of Firm

PART 1 – GENERAL

1.1 DEFINITIONS

- A. PROJECT ADMINISTRATOR - (PA) shall be the designated Owner representative who will be the Contractor's contact person on all matters of responsibility pertaining to execution of this contract. All correspondence shall be via email or in writing to the PA.

1.2 SCOPE OF WORK

- A. The work shall consist of providing general cleanup, vegetation and trash removal, and removal of all obstructions such as shopping carts, bricks, lumber, mattress', etc. in specific flood control facilities within the boundaries of Clark County as described within as Exhibit A for the time period specified in the Contract Document. The Contractor shall furnish any and all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents and the terms of the contract, including, but not limited to the following:
1. Channels and Access Roads: Removal and disposal of trash, debris, rock & sediment (on concrete lined channels), deceased animals, animal and human feces, vegetation, and all other obstructions from channels and access roads (i.e.: shopping carts, mattresses, etc.). Removal and disposal of vegetation from access roads (i.e. weeds, small trees, seedlings, tumbleweeds), using mechanical and manual means.
 2. Detention Basins: Removal of trash, debris, rock, sediment, vegetation, deceased animals, animal and human feces, and all other obstructions from trash rack and/or labyrinth/spillway areas of Detention Basins including all drains. Removal and disposal of vegetation from Detention Basins including the retention berms. Weeds must be manually removed on side slopes or treated by herbicides. No equipment can be used on slopes.
 3. Report missing nuts & bolts (locks) on channel access roads in the weekly report to Clark County. Locks to be replaced by the County at its discretion.
 4. Traffic Control as required and specified herein.

The above stated work shall be included and incidental to each Bid Line Item. No additional payments will be made for any of the above work items.

- B. Note: The County reserves the right to perform work, as it deems necessary within the flood control facilities identified in the contract. Contractor shall coordinate with the County to facilitate working through the area.
- C. All damage to the existing facilities caused by the actions or inactions by the Contractor or their employees or agents shall be repaired or replaced at the Contractor's expense.
- D. It is the responsibility of the Contractor to clean the flood control facilities identified on Exhibit A of all trash, debris, rock & sediment in concrete lined channels, vegetation, animal and human feces, and all other obstructions once per month. In addition, failure to comply with the work tasks outlined in this scope of work will result in a penalty in the amount of \$500.00 for each additional day that the Contractor fails to respond within three (3) days of receipt of notice. The Contractor is to ensure that there is adequate staff and equipment available to complete the tasks identified in this Contract. Failure to complete the tasks required by the Contract may result in removal of the Contractor.

1.3 QUALITY ASSURANCE

- A. Contractor Qualifications for maintenance work on this Contract are required and shall include but are not limited to the following:
1. Contractor shall have a current State of Nevada Contractor's License appropriate for the work in this Contract, a current Clark County Business License and appropriate driver's license(s) for any and all employees operating vehicles and equipment and any special licenses or certificates required by agencies with jurisdiction over the project.
 2. Contractor shall have had a Contractor's license for a minimum of three (3) years of similar experience.
 3. The Contractor shall ensure that a qualified, fluent English-speaking foreman supervises the maintenance personnel at each work location and is available by phone during normal work hours.
 4. The Contractor shall notify the County of any problem areas or structural deficiencies that they may consider an issue, such as cracks in channels, pipe, detention basin, boxes, damaged fence and gates, graffiti, etc... These will be discussed at the Preconstruction Meeting. The Contractor shall use a GPS enabled digital camera/phone and submit digital JPEG files. Any JPEG files shall include Date, Time, and GPS location.
 5. Certain areas of this contract are "Confined Space" and require proper certification. Training for all employees working on this project is to be provided and paid for by the Contractor as part of the Contract price.

1.4 SUBMITTALS

- A. Within two (2) weeks after bid opening, upon the request of the County Purchasing Department, the Contractor shall provide the following information.
1. Contractor licensing and credentials: Submit verification of Contractor's License.
 2. Submit qualifications for on-site foreman supervisors.
- B. The Contractor shall submit a work schedule for the project to the County within ten (10) calendar days after the effective date of this contract for approval by the County. The work schedule shall be based on the annual calendar identifying all the required tasks and their frequencies. The schedule shall also include days and times of performance of each task. Include the title and number of personnel and the equipment that will be on site for each task.
1. The Contractor shall submit a revised schedule each month or when a work task(s) differs from the current schedule. Schedule revisions shall be submitted a minimum of seven (7) calendar days prior to the scheduled time for the work.
- C. Submittal of a Weekly Report of locations worked for the previous week shall be provided to the County no later than Monday. If the submittal day is a legal holiday, submit the report the next business day. The Weekly Report and JPEG files shall be submitted via email.
- D. All notifications shall be provided to the County in writing. Email notifications to the County's representative are acceptable as approved by the County.
- E. Copies of all dump receipts are to be submitted to the County with the monthly invoice.
- F. Provide proof of Confined Space training for all employees working on the project.
- G. Submit a Traffic Control Plan to Clark County for review and approval 4 days prior to doing the work, if it requires lane closures.
- H. Invoices shall be submitted to the Project Administrator monthly, broken down using the attached bid schedule. Additional work shall be listed separately on the same form.

1.5 PROJECT CONDITIONS

- A. Review Exhibit A and existing site conditions.

1. Disturbance of area outside of the project area, as outlined in the contract and as shown in Exhibit A, is prohibited, except as may be found necessary and only when approved by the County.
 2. The Contractor shall be responsible for maintaining and cleaning of any track out carried onto the roadway surface from the channels and basins before the crews leave for the day or as requested by the County. Failure to comply may result in the County having the roadway cleaned and the cost for the clean up billed to the Contractor or deducted from payments owed to the Contractor.
 3. The Contractor shall be responsible for providing a water truck in the event that dust issues arise created by the work being performed or at the discretion of the County. The Contractor will be responsible for any fines, if imposed, by not complying with Clark County Air Quality regulations.
- B. The Contractor shall protect and preserve all existing facilities and improvements, including but not limited to utilities, roadways, fencing, walks and signs. All damages are to be reported immediately to the County.
- C. Any items damaged by the Contractor shall be immediately repaired and returned to its original state at no expense to the County. The method of repair and schedule of repair shall be determined by the County and may include repair by the Contractor.
- D. Weather Conditions:
1. Whenever the threat of eminent flooding may occur by the National Weather Service and/or Clark County Regional Flood Control District, no work shall take place within the channels or detention basin. Work may take place along access roads or along fence lines as approved by the County.
- E. Vehicular and Pedestrian Traffic:
1. Provide all means necessary to ensure the safety of workers and public vehicular and pedestrian traffic occurs within the limits of the Project Site in the performance of the specified work.
- F. Homeless:
1. The Contractor shall coordinate with the PA before the removal of any homeless encampment and debris.

1.6 SCHEDULING AND SAFETY

- A. The established hours for regular maintenance operations shall be 7:00 AM to 5:00 PM, Monday through Friday, excluding legal holidays.
1. At the discretion of the County, seasonal or other adjustments in the hours of regular maintenance may be made.
 2. Any work that will require lane closure(s) shall be performed during the normal hours of operation. Traffic conditions sometimes require alternate times, which shall be determined by the County at no additional cost to the Project.
 3. The Contractor shall comply with Title 30.32.100, Time Restriction on Work in Streets.
- B. The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials consequential or related to the work. The Contractor shall accept sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, NDEP, Rolling Stock Permit, BMP's, full compliance with terms of the applicable OSHA safety regulations at all times so as to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable personal injury, or damage to their property.
- C. All maintenance individuals within the work zone shall be properly attired for the respective risks of their task(s) and shall adhere to the applicable safety regulations. It shall be the Contractor's responsibility to inspect and identify the condition(s) that render any portion of the premises unsafe, as well as any unsafe practices occurring thereon. Confined Space entry policies and procedures shall be enforced.
- D. The Contractor shall establish an identification system for personnel assigned to the project, which clearly identifies the name of the Contractor responsible for the maintenance services. The identification shall be furnished at the Contractor's expense and may include specific attire and name badges as approved by the County. All vehicles used by the maintenance personnel shall be clearly marked with the Contractor's company

name and phone number. All vehicles and equipment must have current registration and insurance as required by law and regulations.

PART 2 – PRODUCTS

2.1 HERBICIDES

- A. The Contractor shall maintain a weed free environment in all area shown on the maps in Exhibit A.
- B. Herbicides and pre-emergents may be used by the Contractor on this project. The Contractor will coordinate with the County for approval of the type of herbicides that may be used, and for the application rates of any herbicides. Contractor shall submit information to the County for approval 7 days in advance of use.
- C. Weeds shall be removed on a monthly basis within all channel access roads and detention basin areas, including those areas, which only have soil ground cover. The Contractor may use herbicides (if approved) and/or removal by manual methods. Slopes within detention basins must be removed by hand and/or with the use of herbicides. No vehicles or equipment are allowed to drive into the detention basin due to dust palliative that has been applied.
- D. In the event the Contractor chooses to utilize a chemical herbicide, the following shall apply:
 - 1. Chemicals shall be applied in a manner to limit drift to (6) inches. Precautionary measures shall be employed since many areas may be open for public access during application. Submit list of chemicals to PA for review prior to application. Contractor shall not apply any chemicals prior to County approval.
 - 2. Spot treat with a County approved herbicide as per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application or in accordance with manufacturer's recommendations.
 - 3. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
 - 4. After complete kill, all dead weeds shall be removed from area.

PART 3 – EXECUTION

3.1 TRAFFIC AND ACCESS

A. TRAFFIC AND ACCESS

- 1. The Contractor shall comply with all requirements contained in Section 624 and 625 of the Clark County Area Standard Specifications and with the supplemental requirements contained herein, except that no direct payment shall be made to the Contractor for signing and/or detour unless otherwise specified herein.
- 2. When the Contractor's construction operations encroach upon a sidewalk, walkway, or crosswalk area, the Contractor shall take special precautions to protect the pedestrian's safety.
- 3. All traffic and/or traffic control devices under this contract shall be provided, maintained, and/or controlled as specified in this section and in the "Manual on Uniform Traffic Control Devices", (MUTCD), latest edition.
- 4. If the Contractor, at any time, fails to maintain traffic and/or traffic control devices as specified in the above documents or elsewhere by these specifications, the Project Administrator will immediately notify the Contractor in writing of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within two (2) hours after receipt of such notice, the Project Administrator may immediately proceed to perform such maintenance, and the entire direct cost of this maintenance will be deducted from money due or to become due the Contractor.
- 5. Certified flaggers must be used to assist trucks for safe ingress and egress whenever truck movements may interfere with safe passage through the work zone. In addition, flaggers shall be used whenever the Project Administrator deems it necessary for safety purposes.
- 6. All flaggers performing traffic control, or personnel performing traffic control setup/adjustments/removal during nighttime or during periods of inclement weather, and within the project limits or right-of-way and within 30 feet of a travel lane shall wear an ANSI/ISEA Class 2 Ensemble consisting of a minimum of a

Class 2 vest, and a highly-visible orange, lime or yellow hardhat meeting the ANSI 107-2010 retro reflective markings requirements.

7. All work vehicles within the work area or right-of-way shall be equipped with amber colored warning lights. The specific number of safety lighting devices a piece of equipment/vehicle and the location of such devices comprises the minimum standard of 360 degrees of visibility on a horizontal plane when a vehicle, or self-propelled equipment, is used in the construction activities within the project limits. The 360 degree horizontal visibility will allow the vehicle/equipment lighting to be seen for a minimum of 1000 feet regardless of the angle of the vehicle in relation to the direction of the traveling public. All safety lighting will be flashing lights, amber in color, composed of photo strobes or LED's or a combination of both.

B. TRAFFIC CONTROL AND BARRICADE PLAN

1. The Contractor shall submit a written and diagrammed 11" x 17" "Temporary Traffic Control Plan (TTCP)" to the Project Administrator no later than twenty-one (21) calendar days prior to proposed use. Two (2) copies of the plan shall be submitted as a submittal directly to the PA, who will review it for conformance to the contract documents and the MUTCD. Temporary Traffic Control Plans shall be submitted on a 11" x 17" plans. All Temporary Traffic Control Plans shall be prepared by an ISMA or ATSSA Certified Traffic Control Technician.
2. Plans shall provide the minimum following items:
 - A. All advance warning signs and arrow boards;
 - B. Method of barricading at intersections;
 - C. All regulatory signs;
 - D. All warning signs within delineation;
 - E. Method for protecting pedestrians and pedestrian access;
 - F. Provisions for emergency vehicle access at all times;
 - G. Lane widths, transitions, and tangent sections.
 - H. The existing posted speed on each roadway, and
 - I. Any and all pedestrian pathways.
3. Temporary Traffic Control Devices shall not be pre-strung or left within the right-of-way during non-working hours or when the devices are not being used. Barricades shall be used on all tapers and lane shifts.
4. The above described plan must conform to the Clark County Uniform Standard Specification Section 625 contained herein as well as ADA requirement and the MUTCD for all traffic control methods, devices, and appurtenances.
5. The Contractor shall not enter nor occupy with men, equipment, or materials any lands outside the rights-of-way or easements shown on the Drawings without the written consent of the owner of the property. Evidence of written permission to occupy lands outside those rights-of-way shown shall be presented to the Project Administrator prior to entry upon said land by the Contractor.
6. Contractor shall provide the labor, material, tools and equipment necessary for the provision of channel maintenance, general trash clean-up and other specified services. Contractor shall provide a sufficient number of vehicles to efficiently maintain the limits of the project. The Contractor shall have an equipment vehicle with landscape and irrigation tools and supplies. All personnel shall have apparel, traffic safety devices and equipment within the project limits or right-of-way.
7. Existing pipe culverts and reinforced box culverts continuous in nature are to be considered confined spaces. All work done within the structures is to be performed in accordance with an approved confined space entry plan, in conformance with the State of Nevada Department of Business and Industry, "Occupational Safety and Health Standards for General Industry", 29 CFR Part 1910, latest edition.

8. The Contractor is advised that confined spaces have been known to contain noxious and harmful gasses and proper air monitoring is an integral part of the confined space plan. When doing weekly reports include confined space report and make any adjustments to the report that may be required.
9. The Contractor is required to provide written certification of trained confined space personnel prior to scheduling work. The certification will include each employees name, the signatures of the trainers, and the dates of training. No Personnel not trained will be allowed in confined space.

3.2 SITE INSPECTION AND CLEAN-UP

A. TRASH, VEGETATION, SILT IN CONCRETE LINED CHANNELS AND DEBRIS REMOVAL

1. Inspect for and remove vegetation, trash, algae, moss and silt in concrete lined channels on a monthly basis. Remove all trash including, but not limited to, paper, cigarette butts, glass, trash, leaves, animal and human feces, shopping carts, mattresses, plastic bottles, homeless debris, plant branches, and other accumulated debris within the flood control areas and other areas to be maintained, as shown in Exhibit A. Dispose of all vegetation, trash and silt legally.
2. Contractor is responsible for vegetation removal from concrete lined channels and access roads. Vegetation may be removed using mechanical and manual means. Vegetation includes: weeds, small trees, seedlings, tumbleweeds, and algae growing in concrete lined channels. Regarding detention basins and retention berms, weeds must be manually removed on side slopes or treated with approved herbicides. No equipment can be used on side slopes of detention basins or retention berms due to dust palliatives applied. In earthen lined channels, the Contractor shall coordinate with the Project Administrator prior to removing vegetation. In some channel segments, nesting birds may limit when vegetation can be removed. Some areas, such as Las Vegas Wash, may require mowing.
3. Follow all safety requirements and regulations for workers, the public and pedestrian and vehicular traffic.
4. Bags of debris shall be removed from the site by the end of the workday and disposed of in a legal manner.
5. Litter and debris removal shall begin, as the County deems practical, but in no case shall begin later than seven (7) days following the Notice To Proceed to the Contractor.

B. VANDALISM AND DAMAGE

1. The Contractor shall review the site monthly for vandalism and damage to all elements on the project site, including fencing, bollards and signage. Any vandalism or damage shall be immediately reported to the County.
2. The Contractor shall provide digital photos of damage from accidents and vandalism. Contractor shall immediately report vandalism or damage to the County when a hazard to workers or public safety exists.

3.3 CLEANUP AND PROTECTION

- A. During performance of the maintenance work, the Contractor is to keep the work area in a neat, clean and safe condition.
- B. Upon completion of any portion of the work, the Contractor shall promptly remove all of his equipment, temporary structures, traffic control devices and surplus materials not used by the end of the shift. Upon completion of the work each day that work is performed, the Contractor, at his own expense, satisfactorily dispose of all debris, rubbish, unused materials and other equipment and materials belonging to the Contractor or used in the performance of the work in a legal manner. The Contractor shall leave the work site and premises in a neat, clean and safe condition. In the event of the Contractor's failure to comply with the foregoing, the same work may be accomplished by the County at the Contractor's expense.
- C. No equipment shall be stored within the flood control facilities during non-working hours.

PART 4 – ADDITIONAL SERVICES

4.1 ADDITIONAL SERVICES

- A. The Project Administrator may, at his discretion, authorize the Contractor to perform additional work which may include adding additional channel segments as directed by the Project Administrator.

PART 5 – MEASUREMENT AND PAYMENT

5.1 MEASUREMENT AND PAYMENT

- A. The Contract unit price paid per calendar Month for Channel Maintenance for the drainage channels shall be full compensation for all maintenance activities described herein, for one (1) calendar month for all channels identified on Exhibit A, including all equipment, tools and labor to perform channel maintenance, as described in the scope of work herein. Bid item numbers correspond to channel segment #, as shown in Exhibit A.

Payment will be made under Bid Schedule:

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603347-14

ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

Name of Firm

This bid is submitted in response to COUNTY'S Invitation to Bid and is in accordance with all conditions and specifications in this document.

BID SCHEDULE					
Channel Segment #	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	FLAMINGO WASH-NELLIS TO PALOS VERDES	12	MONTH	\$	\$
2	RED ROCK CHANNEL - S/O SAHARA TO UPPER FLAMINGO DETENTION BASIN	12	MONTH	\$	\$
3	RED ROCK DETENTION BASIN	12	MONTH	\$	\$
4	F1 CHANNEL-RED ROCK CHANNEL TO F1 DEBRIS BASIN	12	MONTH	\$	\$
5	F1 DEBRIS BASIN	12	MONTH	\$	\$
6	F2 CHANNEL-F1 CHANNEL TO F2 DEBRIS BASIN	12	MONTH	\$	\$
7	F2 DEBRIS BASIN	12	MONTH	\$	\$
8	F3 CHANNEL	12	MONTH	\$	\$
9	F4 CHANNEL- RED ROCK CHANNEL TO F4 DEBRIS BASIN	12	MONTH	\$	\$
10	F4 & KB DEBRIS BASIN	12	MONTH	\$	\$
11	R4 CHANNEL-RED ROCK CHANNEL TO R4 DEBRIS BASIN	12	MONTH	\$	\$
12	R4 DEBRIS BASIN	12	MONTH	\$	\$
13	NAPLES CHANNEL- RED ROCK CHANNEL TO E/O HUALAPAI	12	MONTH	\$	\$
14	FLAMINGO WASH DIVERSION CHANNEL-UPPER FLAMINGO DETENTION BASIN TO TROPICANA DETENTION BASIN	12	MONTH	\$	\$
15	UPPER FLAMINGO DETENTION BASIN	12	MONTH	\$	\$
16	LAS VEGAS WASH	12	MONTH	\$	\$
17	DUCK CREEK-BROADBENT TO LOWER DUCK CREEK DETENTION BASIN	12	MONTH	\$	\$
18	UPPER DUCK CREEK DETENTION BASIN	12	MONTH	\$	\$
19	LOWER DUCK CREEK DETENTION BASIN	12	MONTH	\$	\$
20	SLOAN CHANNEL/RANGE WASH	12	MONTH	\$	\$
21	CONFLUENCE DETENTION BASIN	12	MONTH	\$	\$
22	BLUE DIAMOND CHANNEL-TROPICANA DETENTION BASIN TO BLUE DIAMOND DEBRIS BASIN	12	MONTH	\$	\$
23	TROPICANA DETENTION BASIN	12	MONTH	\$	\$
24	BLUE DIAMOND DEBRIS BASIN	12	MONTH	\$	\$
25	UPPER BLUE DIAMOND DETENTION BASIN	12	MONTH	\$	\$
26	BLUE DIAMOND BELTWAY CHANNEL	12	MONTH	\$	\$
27	PITTMAN CHANNEL	12	MONTH	\$	\$
28	NORTHERN CHANNEL	12	MONTH	\$	\$
29	ADDITIONAL WORK ALLOWANCE	1	N/A	\$	\$ 200,000.00
TOTAL BASE BID					\$

BIDDERS MUST BID ON ALL ITEMS TO BE CONSIDERED RESPONSIVE. ANY BID SUBMITTAL RECEIVED THAT HAS NOT BID ON ALL ITEMS IN THE LOT WILL BE READ INTO THE RECORD AS INCOMPLETE AND AS NON-RESPONSIVE.

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

1. **Attachment 2**, Subcontractor Information, is attached.
2. **Attachment 5**, Comparable Work Experience Summary Form, is attached
3. Bid bond is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	ADDRESS OF FIRM
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
FAX NUMBER OF AUTHORIZED REPRESENTATIVE	
EMAIL ADDRESS	DATE
BUSINESS LICENSE INFORMATION:	
CURRENT STATE LICENSE NO.	ISSUE DATE: EXPIRATION DATE:
CURRENT COUNTY: LICENSE NO.	ISSUE DATE: EXPIRATION DATE:
CURRENT CITY: LICENSE NO.	ISSUE DATE: EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: _____

DOLLAR LIMIT : _____

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE NBE LBE as defined below.

STATE OF NEVADA BUSINESSES

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.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

**ATTACHMENT 1
BID NO. 603347-14
ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE**

BID BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Principal Contractor, and _____ as Surety, are hereby held and firmly bound unto CLARK COUNTY, NEVADA in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to CLARK COUNTY, NEVADA a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for **BID NO. 603347-14, ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal Contractor shall deliver a insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said CONTRACT, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the COUNTY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

<p>_____ (Principal Contractor)</p> <p>_____ (Authorized Representative and Title)</p> <p>By: _____ (Signature)</p>	<p>_____ Surety: _____</p> <p>_____ (State of Nevada, License Number)</p> <p>_____ (Appointed Agent Name)</p> <p>By: _____ (Signature)</p> <p>Address: _____</p> <p>_____ Telephone: _____</p>
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ATTACHMENT 2
BID NO. 603347-14
ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE

SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

 7. 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, NBE subcontractors will be used.

**ATTACHMENT 3
BID NO. 603347-14
ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. 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 CONTRACT and any renewal periods.

2. BEST KEY RATING

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

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY 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.

5. DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER 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.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER 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 SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate 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 Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder 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.

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

13. COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'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. Description: Bid Number 603347-14 and Annual Requirements Contract for Flood Control Channel Maintenance (must be identified on the initial insurance form and each renewal form).
8. 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
9. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

**ATTACHMENT 4
BID NO. 603347-14
ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE**

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603347-14, entitled Annual Requirements Contract for Flood Control Channel Maintenance;
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 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 _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**ATTACHMENT 5
BID NO. 603347-14
ANNUAL REQUIREMENTS CONTRACT FOR FLOOD CONTROL CHANNEL MAINTENANCE**

Comparable Work Experience Summary Form

Please list all comparable jobs your company has had. Inclusive dates are the dates your company was engaged providing service and should be no less than 6 months (ie January 1, 2010-June 30, 2010). Days of service are the days of actual work (e.g. Mon-Fri). If you had any incidents including security please explain.

Also please list any related alleged or confirmed contract failures your company has had in the past 3 years or enter N/A if none. Also list the total number of CURRENT employees your company has. Use an additional sheet if more space is needed for any response.

1st Facility _____
Address _____
Contact _____ Phone _____
Inclusive Dates _____ Days of Service _____
Comments: _____

2nd Facility _____
Address _____
Contact _____ Phone _____
Inclusive Dates _____ Days of Service _____
Comments: _____

3rd Facility _____
Address _____
Contact _____ Phone _____
Inclusive Dates _____ Days of Service _____
Comments: _____

4th Facility _____
Address _____
Contact _____ Phone _____
Inclusive Dates _____ Days of Service _____
Comments: _____

Please list any and all related alleged or confirmed contract failures/breaches and how they were resolved:

Number of current Employees _____

**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.

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.

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:						
MBE	WBE	DBE	PBE	SBE	VET	DVET
Minority Owned	Women Owned	Disabled	Physically Challenged	Small Business	Veteran Owned	Disabled Veteran Owned
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name and Email:		
Telephone No:				Fax No:		
Local Street Address:				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name Email:		
Number of Clark County Nevada Residents Employed:						

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

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

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

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

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

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:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

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

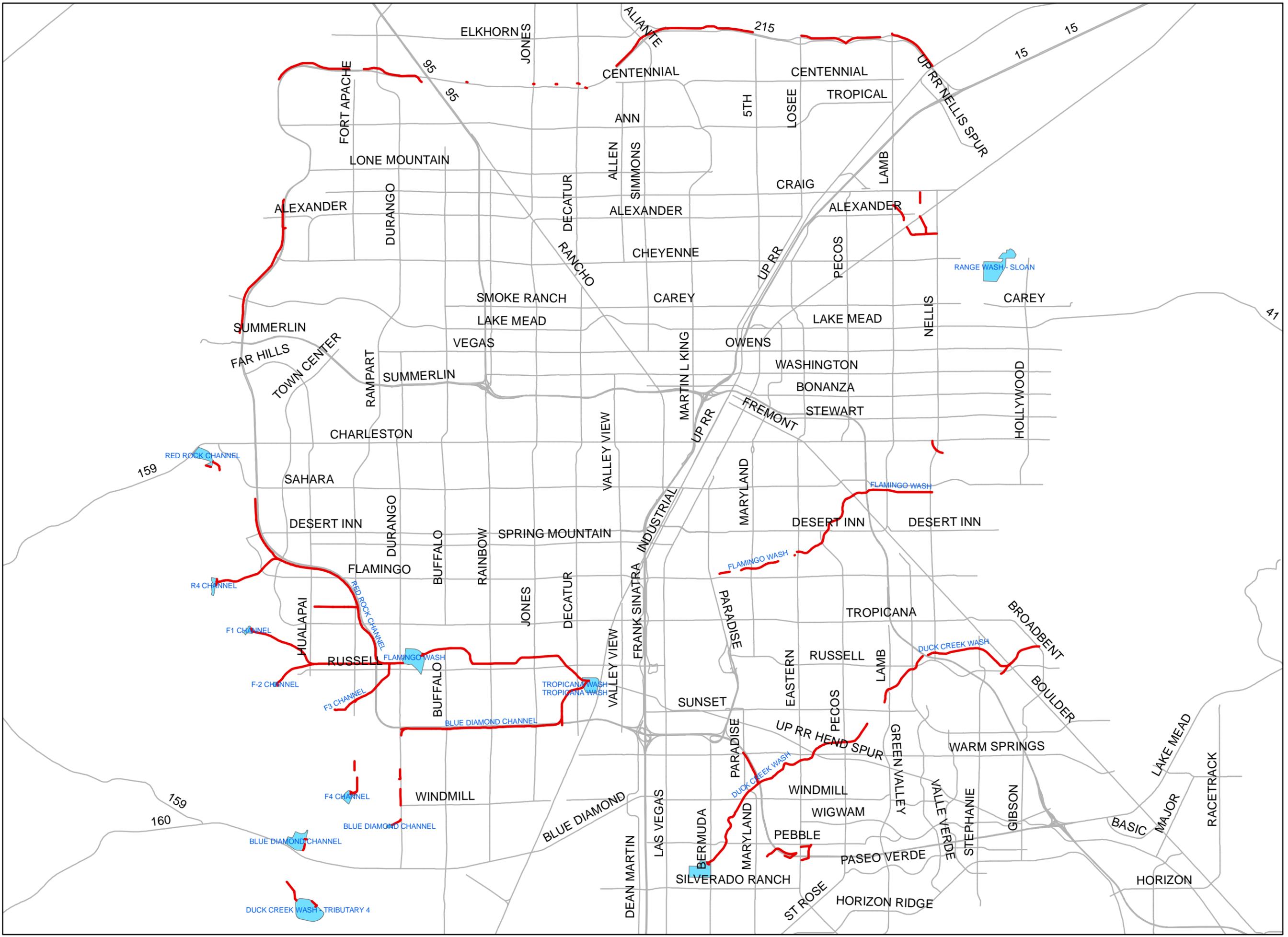
Notes/Comments:

Signature

Print Name
Authorized Department Representative



-  CHANNELS
-  BASINS

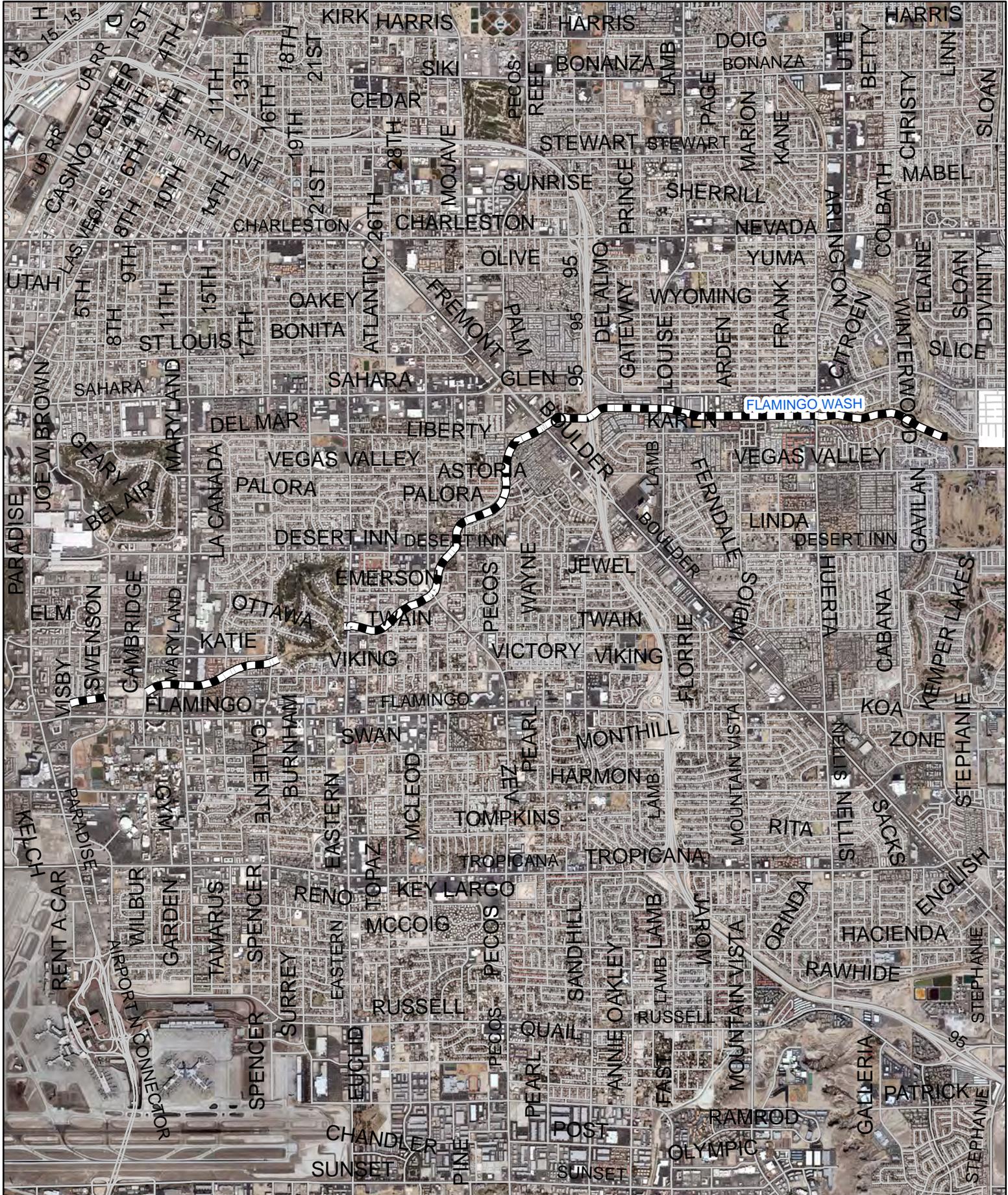




CHANNEL SEGMENT 1 FLAMINGO WASH FACILITY



EXHIBIT A

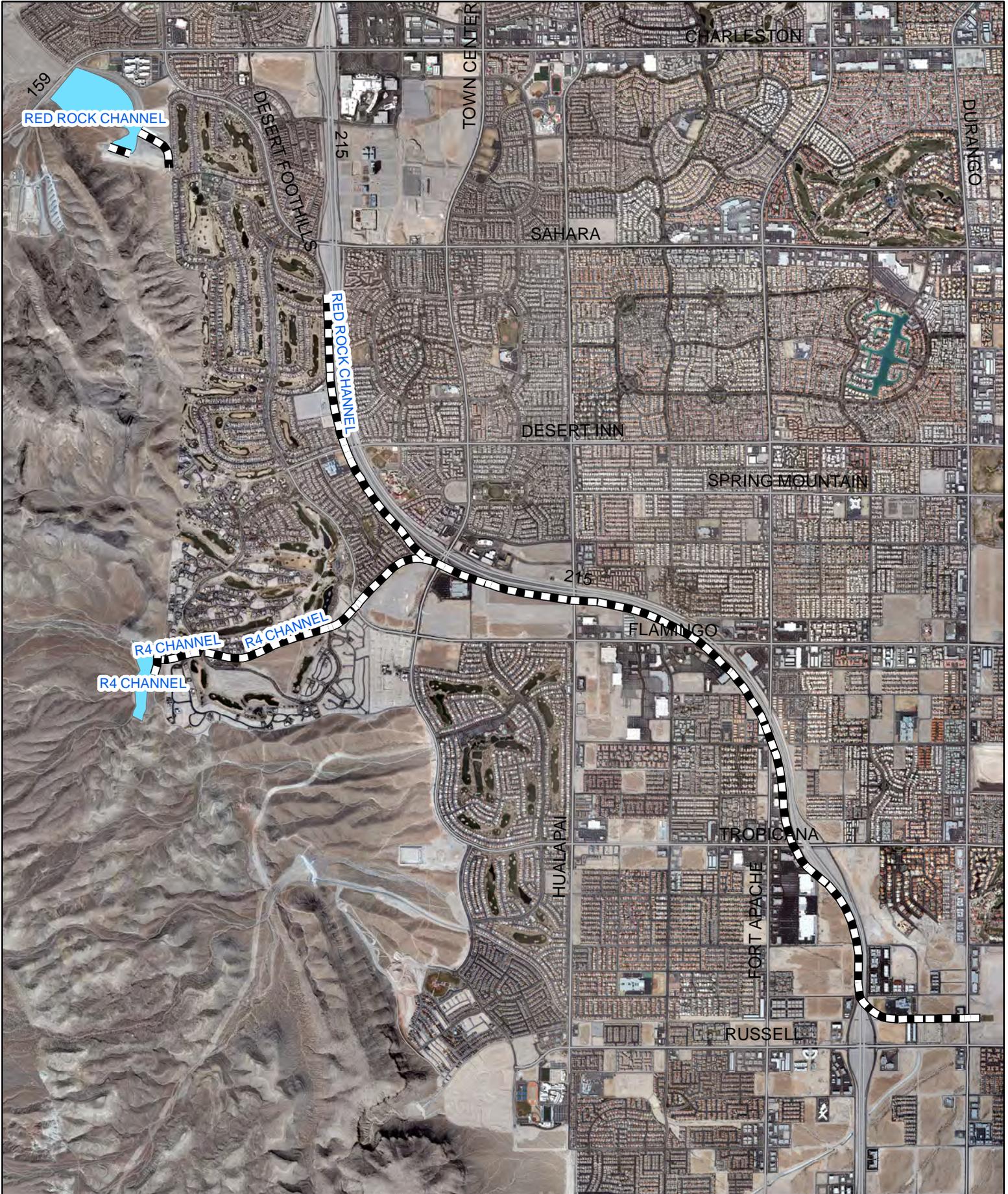




CHANNEL SEGMENT 2, 3, 11 AND 12 RED ROCK CHANNEL AND BASIN, R4 CHANNEL AND BASIN FACILITY



EXHIBIT A

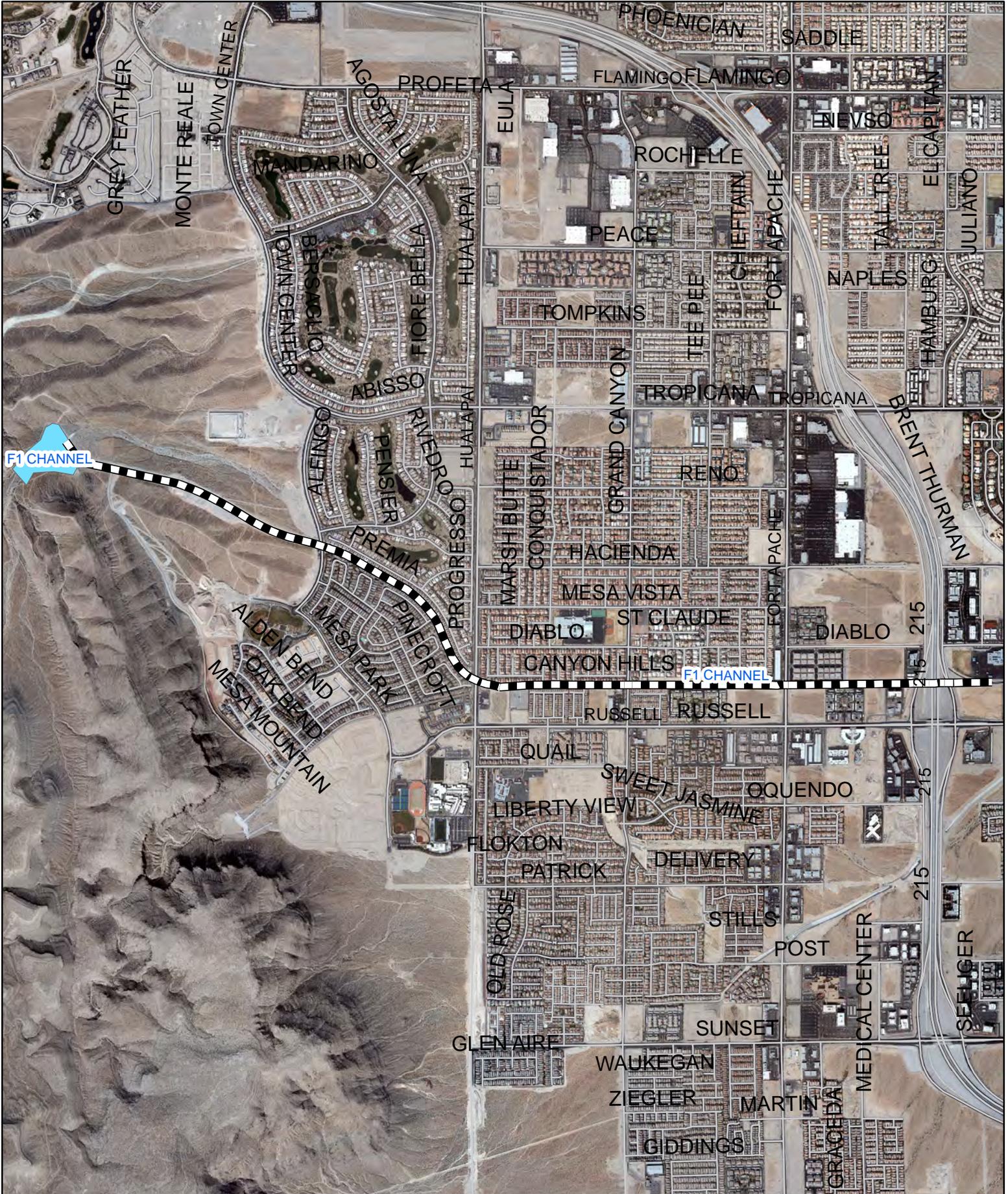




CHANNEL SEGMENT 4 AND 5 F1 CHANNEL AND BASIN



EXHIBIT A





CHANNEL SEGMENT 8 F3 CHANNEL AND BASIN



EXHIBIT A





CHANNEL SEGMENT 9 AND 10 F4 CHANNEL AND BASIN



EXHIBIT A





CHANNEL SEGMENT 13 NAPLES CHANNEL FACILITY



EXHIBIT A

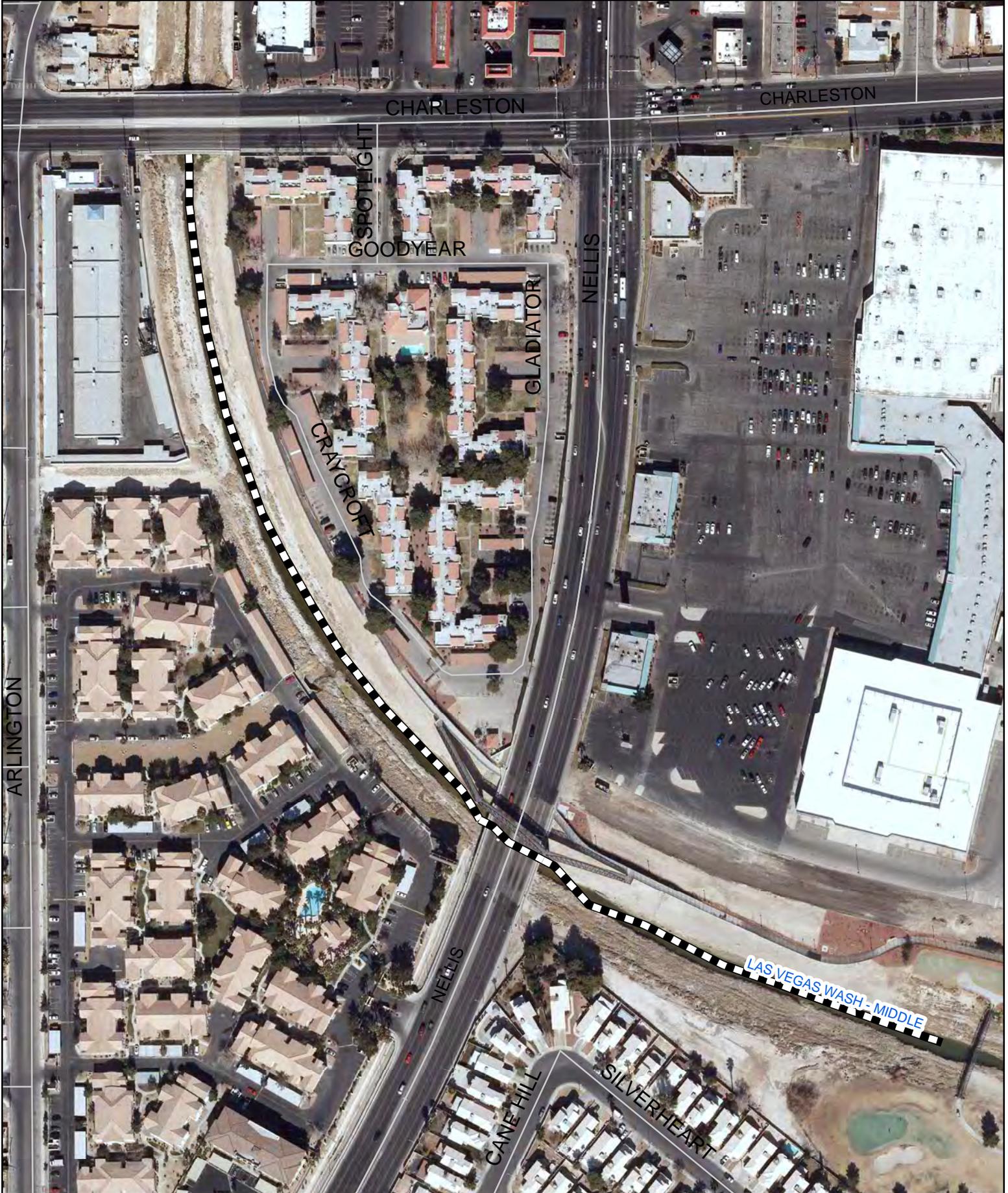




CHANNEL SEGMENT 16
LAS VEGAS WASH FACILITY



EXHIBIT A

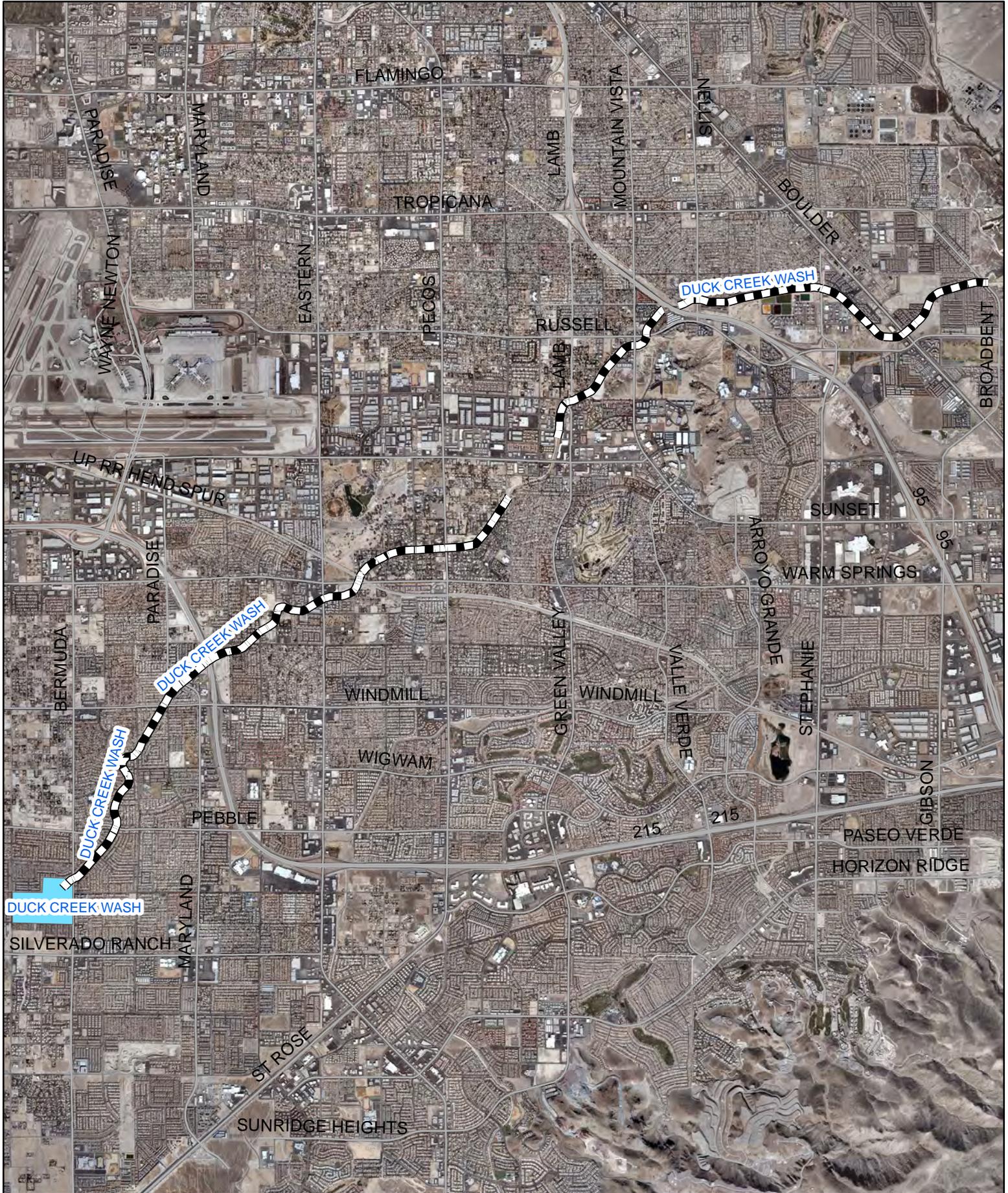




CHANNEL SEGMENT 17 AND 19 DUCK CREEK CHANNEL AND DETENTION BASIN FACILITY



EXHIBIT A





CHANNEL SEGMENT 18 DUCK CREEK CHANNEL AND BASIN



EXHIBIT A





CHANNEL SEGMENT 20 AND 21 SLOAN/RANGE WASH AND CONFLUENCE DETENTION BASIN FACILITY



EXHIBIT A

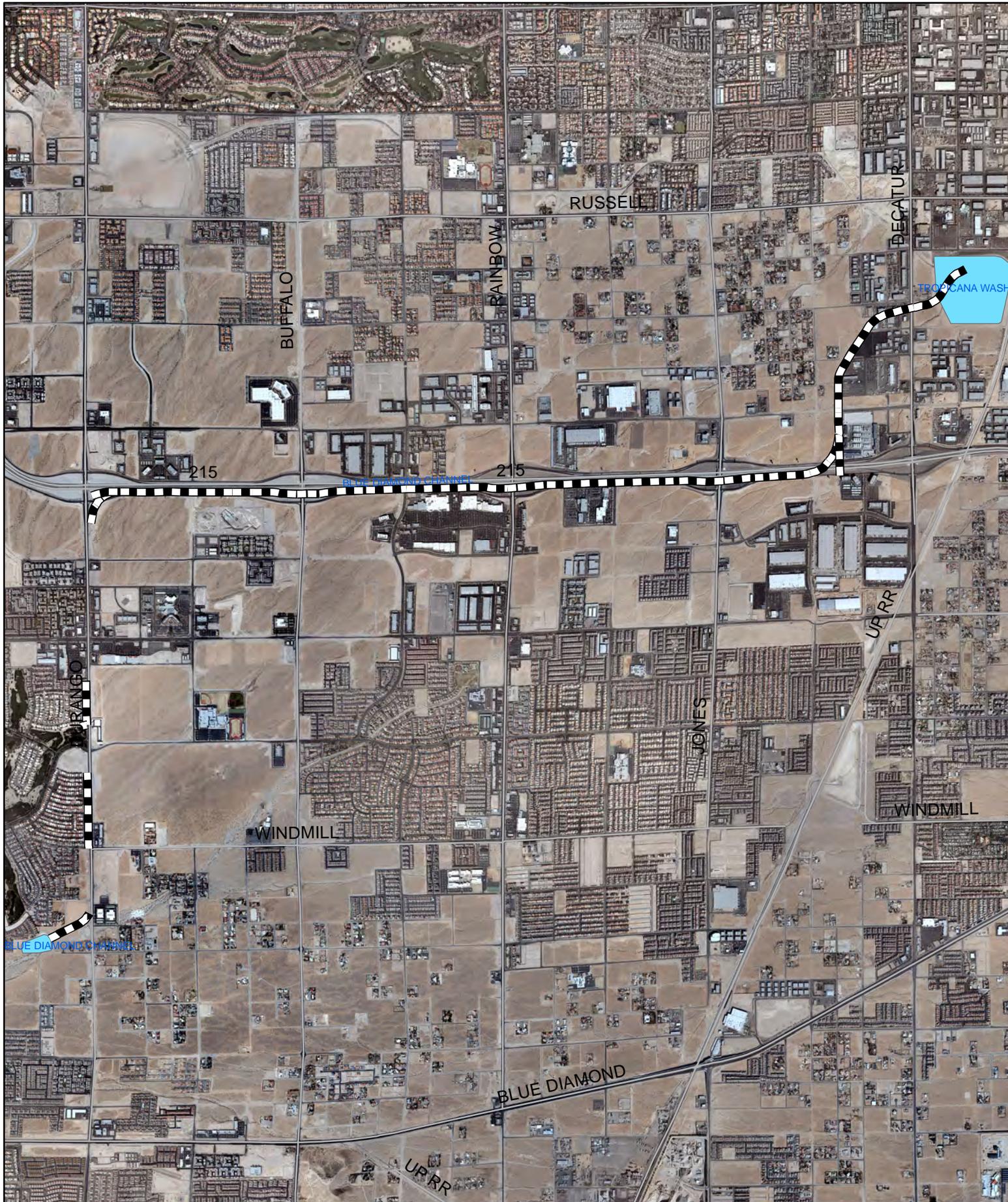




CHANNEL SEGMENT 22, 23, AND 24 BLUE DIAMOND CHANNEL AND BASINS



EXHIBIT A





CHANNEL SEGMENT 25 UPPER BLUE DIAMOND DETENTION BASIN FACILITY



EXHIBIT A

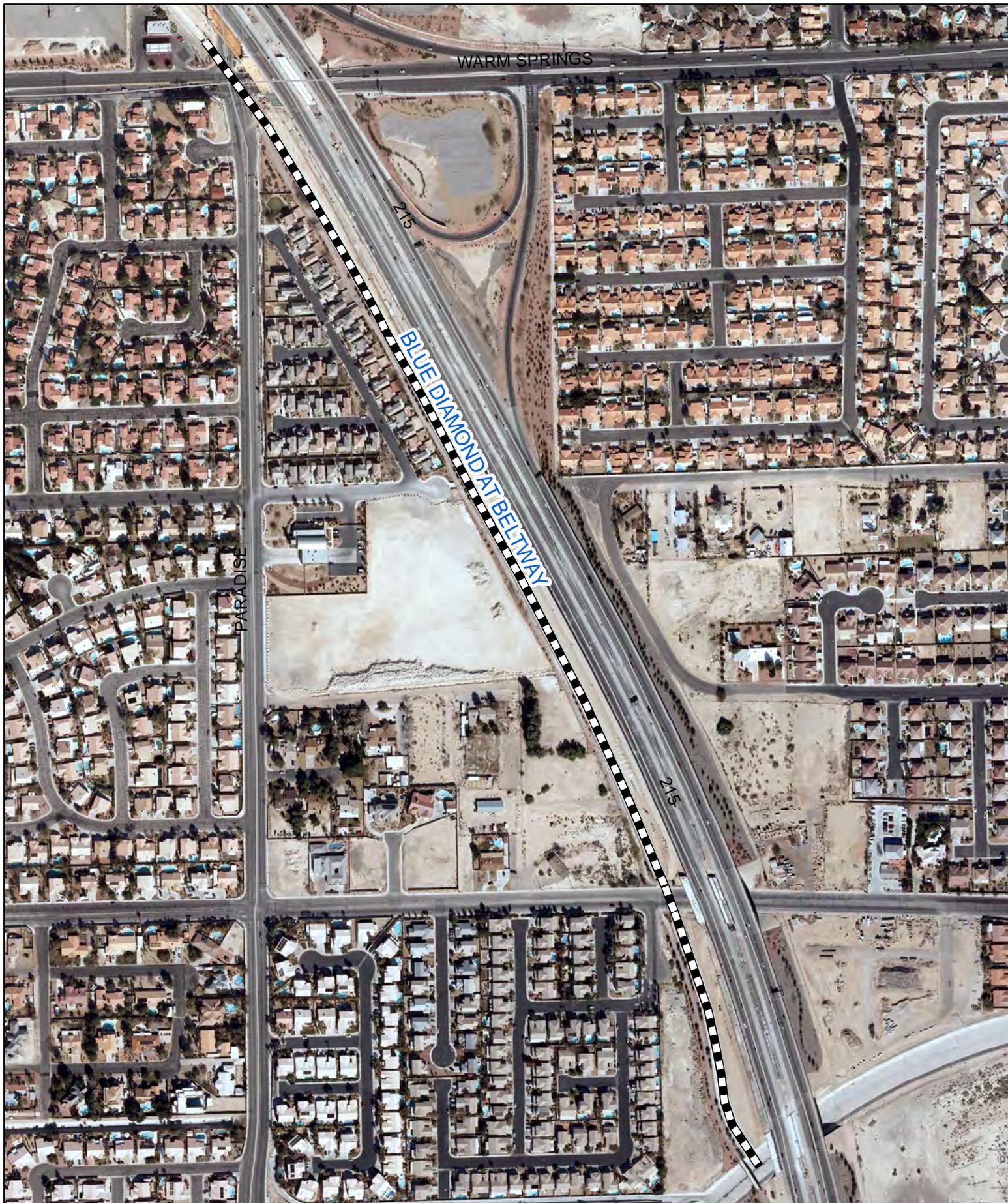




CHANNEL SEGMENT 26
BLUE DIAMOND BELTWAY CHANNEL



EXHIBIT A

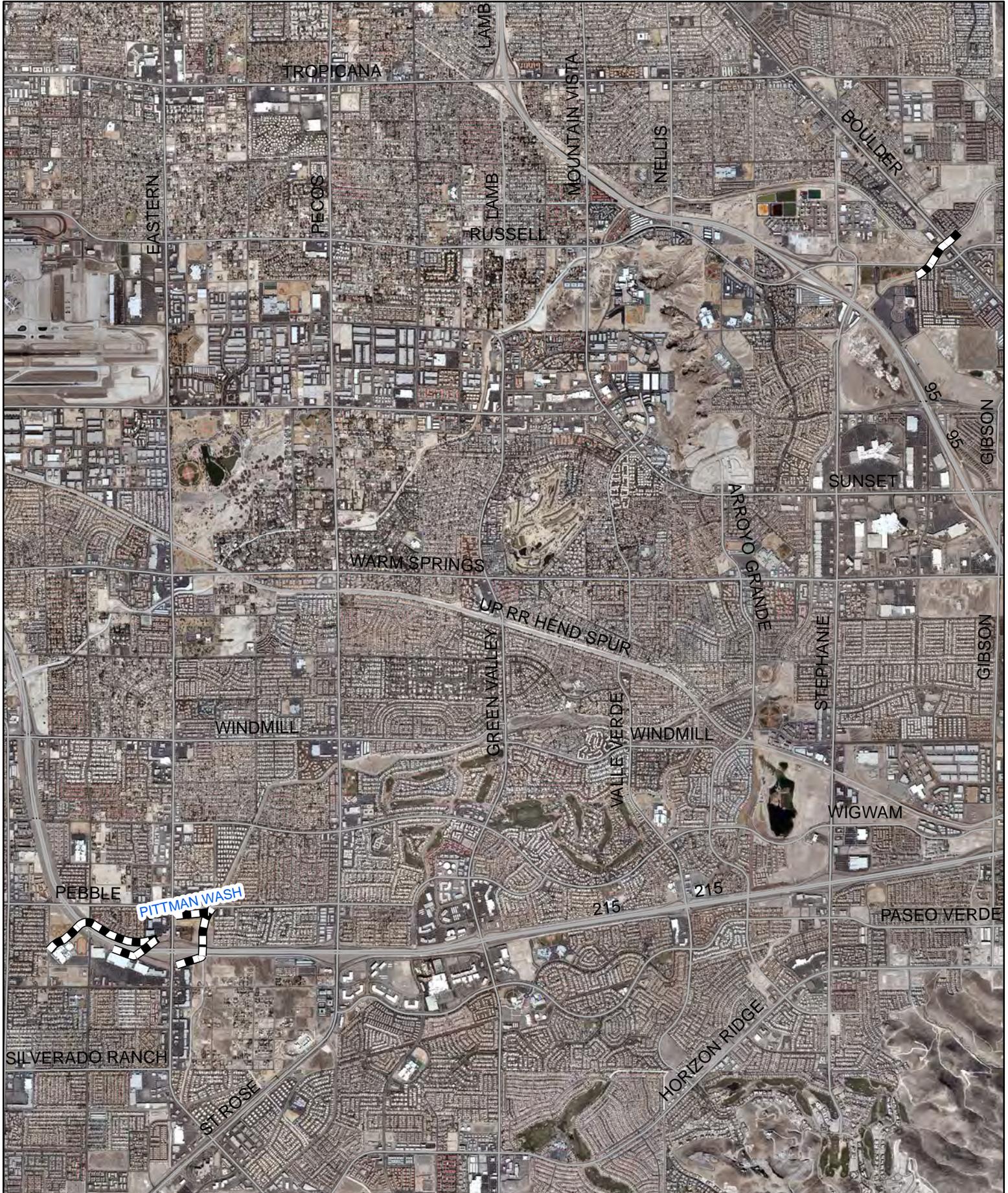




CHANNEL SEGMENT 27 PITTMAN CHANNEL FACILITY



EXHIBIT A



CHANNEL SEGMENT 28 NORTHERN BELTWAY CHANNEL FACILITY



EXHIBIT A

