

CLARK COUNTY, NEVADA

STATEMENT OF QUALIFICATIONS
SOQ NO. 603583-15
PROFESSIONAL ENGINEERING SERVICES FOR ON DEMAND QUALITY
ASSURANCE AGENCY CONSTRUCTION INSPECTION SERVICES

Clark County, Nevada, in behalf of Real Property Management, is soliciting Statement of Qualification submittals from qualified architecture firms to provide Architecture and Landscape Architecture Services. Firms, which have been qualified, will be put on a rotation list, approved by the Board of County Commissioners, for the purpose of providing architecture services for various County projects.

The SOQ package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603583 in the list of current solicitations.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.

A Pre-Submittal Conference will be held on **FEBRUARY 11, 2015** at **11:00 a.m.**, at the address specified above in the Gold Conference Room.

SOQ submittals will be accepted at the Clark County Government Center address specified above, on or before **MARCH 11, 2015** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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GENERAL CONDITIONS
SOQ NO. 603583-15
PROFESSIONAL ENGINEERING SERVICES FOR ON DEMAND QUALITY ASSURANCE AGENCY CONSTRUCTION
INSPECTION SERVICES

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners, which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer responsible for the Purchasing and Contracts Division. The term "CONSULTANT" as used throughout this document will mean the respondents to this Statement of Qualifications (SOQ). The term "SOQ" as used throughout this document will mean SOQ.

2. INTENT

The OWNER is soliciting proposals for Professional Engineering Services on Demand Quality Assurance Agency Construction Inspection Services for various Capital Projects.

3. SCOPE OF PROJECT

Clark County, Nevada is requesting Statements of Qualifications (SOQ) from Quality Assurance Agency (QAA) Professional Engineering Consultants for Construction Inspection Services for various on-site and off-site Capital Projects. Please note that this solicitation is for the qualification of firms to provide construction inspection services within the Clark County area. It is the County's intention to qualify and contract with three (3) firms as the result of this qualification process. The Professional QAA Consultant's team is to provide personnel with the ability to perform complete inspection services. The team is to perform the full range of duties involving all phases of building construction inspection including architectural, civil, plumbing, mechanical and electrical systems, fire life safety, structural design, and landscaping to ensure compliance with construction contract and plan specifications as required by building code and the QA

A matrix provided by the design professional. Inspectors will be assigned as needed construction projects of buildings, facilities, and structures intended for the use of County personnel, the general public and others.

4. DESIGNATED CONTACTS

The OWNER's representative will be Chuck James, Design and Construction Manager, Department of Real Property Management, telephone number (702) 455-5895. This representative will respond to questions concerning the scope of work of this SOQ. Questions regarding the selection process for this SOQ may be directed to Sandy Moody-Upton, Purchasing Analyst II, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4424, email: scm@ClarkCountyNV.gov. All questions should be submitted to OWNER's representative in a reasonable time frame prior to submittal date.

5. CONTACT WITH OWNER DURING SOQ PROCESS

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

6. METHOD OF EVALUATION AND AWARD

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

The SOQ submittal(s) may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DEIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the SOQ's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. If interviews are necessary, the interview process shall include principal(s) of the firm. The OWNER will present his recommendation to the BCC for approval.

The BCC reserves the right to award the contract based on objective and/or subjective evaluation criteria. These contracts will be awarded on the basis of which proposal the BCC deems best suited to fulfill the requirements of the SOQ taking in consideration CONSULTANT'S current or previously awarded Contracts. The BCC reserves the right to make the award to a list of qualified CONSULTANT'S, to use on a rotating basis as projects over \$50,000 are started date of award through May 31, 2019. In the event the next successful CONSULTANT on any of the lists is offered the next project for services, and it refuses the project, it will be put at the end of that list. The BCC also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this SOQ.

The blended hourly rates for the professional services will be determined by the average of all CONSULTANT rates submitted. Successful CONSULTANT'S agree to abide by the established fee schedule.

7. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Executive Summary**

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

B. **Experience**

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

C. **Staff Qualifications and Availability**

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

The quality assurance agency selected must be on the Clark County approved listing and approved to perform the special inspections required for the specific project. This listing can be found at <http://dsnet.co.clark.nv.us/dsweb/qaa.htm#qaa>.

Changes to the quality assurance agreement shall be done in accordance with Clark County Technical Guideline 80 (http://dsnet.co.clark.nv.us/dsweb/guides_tech.htm).

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

D. **Conceptual Treatment of Project and Work Plan**

- Describe in more detail the approach to the project. Include a preliminary project plan that includes:
- CONSULTANT'S concept of the project including the methodology to be used and the major deliverables to be produced.
- Any assumptions.
- Any constraints.

Professional Engineering Services for On Demand Quality Assurance Agency Construction Inspection Services

- Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and CONSULTANT resource assignments, critical path and OWNER's review cycles.
- State why the CONSULTANT is best suited to perform the services for this project.

E. Credentials

The CONSULTANT'S and/or principal professionals involved in this project must possess appropriate Nevada Professional Licenses. The quality assurance agency selected must be on the Clark County approved listing and approved to perform the special inspections required for the specific project. This listing can be found at <http://dsnet.co.clark.nv.us/dsweb/qaa.htm#qaa>.

F. Work Completed Locally

Estimate of the percentage and the kinds of work to be accomplished by the CONSULTANT with staff presently residing in Clark County, Nevada. CONSULTANT must have an office and qualified permanent full-time staff in Las Vegas, Nevada

8. EVALUATION INFORMATION**A. Financial Statement**

Provide a statement that reflects the CONSULTANT'S financial ability to complete this project.

B. Documentation Samples

Provide samples of the documentation formats that will be used to complete the project.

C. Compliance with the OWNER'S Standard Contract

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

D. Project Fee

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

E. Affiliations

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

F. Local Familiarity

Provide a statement as to local resources that would be utilized and the degree of the CONSULTANT'S knowledge and familiarity with the local community's needs and goals. CONSULTANT must have an office and qualified permanent full-time staff in Las Vegas, Nevada

G. Insurance

The CONSULTANT'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, CONSULTANT must provide a statement that firm will comply with insurance requirements. Additionally, the CONSULTANT must agree to indemnify Clark County against any Contractor claims for money or time extensions arising from the QAA performance or lack of performance, response time, notifications, etc. of the QAA and sub-consultants.

H. Professional Designation

The CONSULTANT'S required Nevada registration as an Engineer.

I. Business License**CLARK COUNTY BUSINESS LICENSE / REGISTRATION**

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

A. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

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

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

J. Disclosure of Ownership/Principals

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

K. Other

The CONSULTANT MUST:

- Be approved by the Clark County Development Services Department (On their current list at the time of submitting the Proposal)
- Maintain eligibility (certification) with Development Services to maintain contract with The Real Property Management Department (RPM)
- Be able to perform ALL building construction-related inspections, testing and reporting.
- Have an office and qualified permanent full-time staff in Las Vegas, Nevada
- Have sufficient staff resources to provide on-call inspection services within 24 hours of notification
- Must have a local laboratory
- Perform all services under the direct supervision of a Nevada registered professional Engineer
- Post a performance bond equal to the aggregate of the NTE contract limit
- Invoice in accordance with a negotiated rate for all services
- Not have any conflicts of interest with ANY of the contractors or other project personnel
- Contracts for QAA / Inspection Services for one (1) year with four (4) one-year options
- Provide a complete listing of sub-contractors for services not provided by the prime QAA.
- Must have a Clark County Business License.
- Must submit a complete Form A – Firm Information.

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

9. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 20 pages (double sided). Other attachments may be included with no guarantee of review.

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

The CONSULTANT shall submit 1 clearly labeled original and six (6) copies of their proposal and 1 CD clearly labeled in PDF format. The name of the CONSULTANT'S firm shall be indicated on the spine and/or cover of each binder.

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

Hand Delivery

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

U.S. Mail Delivery

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

Express Delivery

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

Regardless of the method used for delivery, CONSULTANT’S shall be wholly responsible for the timely delivery of submitted proposals.

10. WITHDRAWAL OF PROPOSAL

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

No proposal may be withdrawn for a period of 120 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period.

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

11. REJECTION OF PROPOSAL

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

12. PROPOSAL COSTS

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

13. ALTERNATE PROPOSALS

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

14. ADDENDA AND INTERPRETATIONS

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

15. PUBLIC RECORDS

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

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

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

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

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

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

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

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

17. COLLUSION AND ADVANCE DISCLOSURES

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

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

18. CONTRACT

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

FORM A
FIRM INFORMATION

1. Name of Firm:
2. Name and Title of Contact Person:
3. Name and Title of Signature Authority:
4. Telephone Number:
5. Fax Number:
6. Contact Person's e-mail Address:
7. Local Office Address:
8. Year Local Office Established:
9. Main Office Address:
10. Year Firm Established:
11. Firms affiliated/joint ventured with (list names and addresses):
12. Employment (Number of Current Employees by Category):

| Company | Licensed Professional | Technical | Administrative |
|--------------|-----------------------|-----------|----------------|
| Local Office | | | |
| Firm | | | |

13. Present Insurance Coverage:

| Insurance Type | Amount | Deductible |
|------------------------------|--------|------------|
| Commercial General Liability | | |
| Auto Liability | | |
| Professional Liability | | |

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

- | | |
|--|--|
| <input type="checkbox"/> Large Business Enterprise <input type="checkbox"/> Nevada Business Enterprise <input type="checkbox"/> Minority-Owned Business Enterprise | <input type="checkbox"/> Physically-Challenged Business <input type="checkbox"/> Small Business Enterprise <input type="checkbox"/> Woman-Owned Business |
|--|--|

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

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | This firm maintains a full-time office locally, and this local office is able to legally execute all contracts with Clark County. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall perform the majority of the work of the projects locally. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall obtain and maintain the minimum amounts of insurance required by Clark County, as specified in the Sample Contract, Exhibit B of SOQ No. 603583-15. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm possesses at least one Nevada Registered Architect or Landscape Architect (as applicable, depending on the Service Category they are submitting for) who shall be responsible in charge of the work. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm possesses an active business license. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall be compliant and not take exceptions to the Sample Contract, and all applicable Exhibits of SOQ No. 603583-15. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm has reviewed the Exhibit A , Scope of Work and is able to provide the services as specified in Exhibit A , Scope of Work of SOQ No. 603583-15 at the full service level. |

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

The above information is correct and true as stated.

Signed: _____

Date: _____

Title: _____

CLARK COUNTY, NEVADA

//ENTER TITLE//
CBE/SOQ NO. //ENTER PROJECT NO// - //YEAR//

| |
|---|
| //COMPANY NAME// |
| NAME OF FIRM |
| //Designated Contact, Title// |
| DESIGNATED CONTACT AND NAME (Please type or print) |
| //Complete Address. Spell out.// |
| ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE |
| //Enter in (XXX) XXX-XXXX format// |
| (AREA CODE) AND TELEPHONE NUMBER |
| //Enter in (XXX) XXX-XXXX format// |
| (AREA CODE) AND FAX NUMBER |
| //Email address// |
| E-MAIL ADDRESS |

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR ON DEMAND QUALITY ASSURANCE AGENCY
CONSTRUCTION INSPECTION SERVICES

This Contract is made and entered into this 5th day of May 2015, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as CONSULTANT), for Professional Engineering Services for On Demand Quality Assurance Agency Construction Inspection Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and for the hourly rates contained herein, including but not limited to the following: clerical; site visitation; mileage; engineering; productions and reproduction of work and review drawings; details, elevations, technical specifications and reports; drafting; cost estimating; meetings; presentations; exhibits and work product expense; all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from May 5, 2015 through April 30, 2016, with the option to renew for three (3) one-year periods subject to the provisions of Sections II and VIII herein. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**) in accordance with the hourly rates listed herein COUNTY'S obligation to pay CONSULTANT will be for actual work performed. It is expressly understood that the entire work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

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

C. CONSULTANT will be entitled to progress payments in accordance with the completion of tasks indicated in **Exhibit A**.

D. Purchase orders will be issued for each project. Hourly rates shall be subject to the fee schedule in **Exhibit D**.

E. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONSULTANT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph E.2 above. Upon mutual resolution of the disputed amount CONSULTANT will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph E.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT'S negligence, resulting from or arising out of errors or omissions in CONSULTANT'S work products, which have not been previously paid to CONSULTANT.
 7. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: Clark County Government Center, 4th Floor, 500 Grand Central Parkway, Las Vegas, Nevada, Attention: Denise Aspelund.
 - a) Invoices shall state the name(s) of individual(s), dates, times, and service, rate(s) per hour, and brief description of the services rendered, and total for each individual.

F. County's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. CONSULTANT has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. CONSULTANT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. CONSULTANT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. Change of Ownership / Key Personnel
CONSULTANT shall notify OWNER in writing thirty (30) days prior to any change in ownership of CONSULTANT or any key personnel listed for this PROJECT. The approval of this contract has, to some degree, been based on the participation and qualifications of the CONSULTANT and other key personnel, listed in the CONSULTANTS response to the Statement of Qualifications submitted prior to receiving this contract. OWNER has the option to either approve or disapprove any proposed alternate personnel related to the PROJECT. If CONSULTANT fails to notify OWNER-of key personnel changes, OWNER may terminate this Contract for default.
- Significant change in the level of participation may be defined as:
1. CONSULTANT or key personnel not actively participating in the PROJECT for a continuous period of time greater than one month, e.g. sabbatical leave, or a 25% reduction in time devoted to the PROJECT.
- J. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Chuck James, Real Property Management, telephone number (702) 455-5895 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private

citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

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

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. CONSULTANT shall complete the PROJECT in accordance with the completion days contained in **Exhibit A** of this Contract.
- C. If CONSULTANT'S performance of services is delayed or if CONSULTANT'S sequence of tasks is changed, CONSULTANT shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- D. In the event that CONSULTANT fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to execute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, CONSULTANT shall pay to COUNTY, as liquidated damages, the sum of **\$100.00** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.
- E. In the event that CONSULTANT fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, CONSULTANT shall pay to COUNTY as liquidated damages the sum of **\$100.00** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of thirty (30) days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
 - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
not less than ten (10) calendar days written notice of intent to terminate; and
an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CONSULTANT'S default.
 - b. Upon receipt or delivery by CONSULTANT of a termination notice, CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V paragraph H.
 - c. If after termination for failure of CONSULTANT to fulfill contractual obligations it is determined that CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event CONSULTANT shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

SECTION X: INSURANCE

- A. CONSULTANT shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. CONSULTANT shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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

TO COUNTY: _____

TO CONSULTANT: _____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Non-Discrimination/Public Funds

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

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to CONSULTANT, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONSULTANT or any agent or representative of CONSULTANT to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against CONSULTANT as it could pursue in the event of a breach of this Contract by CONSULTANT; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CONSULTANT in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

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

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

CONSULTANT shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by CONSULTANT is for COUNTY'S information only.

M. Disclosure of Ownership Form

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

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____ DATE
YOLANDA T. KING
Chief Financial Officer

CONSULTANT:
//LEGAL NAME//

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

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____ DATE
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A
SOQ NO. 603583-15
SCOPE OF WORK
PROFESSIONAL ENGINEERING SERVICES FOR ON DEMAND QUALITY ASSURANCE AGENCY
CONSTRUCTION INSPECTION SERVICES

Clark County, Nevada is requesting Statements of Qualifications (SOQ) from Quality Assurance Agency (QAA) Professional Engineering Consultants for Construction Inspection Services for various on-site and off-site Capital Projects. Please note that this solicitation is for the qualification of firms to provide construction inspection services within the Clark County area. It is the County's intention to contract with the qualified firms as the result of this qualification process. On demand contracts (purchase orders) are planned to be executed on a rotational basis among the qualified firms for under \$100,000 each on an as-needed basis as the result of this solicitation. Funding for the Inspection Services will be included in each Capital Project's approved budget. The Professional QAA Consultant's team is to provide personnel with the ability to perform complete inspection services. The team is to perform the full range of duties involving all phases of building construction inspection including architectural, civil, plumbing, mechanical and electrical systems, fire life safety, structural design, and landscaping to ensure compliance with construction contract and plan specifications as required by building code and the QAA matrix provided by the design professional. Inspectors will be assigned as needed construction projects of buildings, facilities, and structures intended for the use of County personnel, the general public and others.

Perform all services to satisfy and in accordance with the Clark County Department of Development Services latest Technical Guidelines and Technical Reporting Guidelines governing Quality Assurance Agency Special Inspections.

Perform all services to satisfy and in accordance with the (BAC), Clark County Building Administrative Code; The (IBC), International Building Code; The (SNA IBC), Southern Nevada Amendments to the IBC, as well as other applicable codes rules and regulations in effect at the time of the performance of the services.

The following list enumerates, but is not necessarily limited to, the range and classifications of Inspection Services to be provided by the QAA:

1. **Steel Construction:** The special inspection for steel elements of buildings and structures shall be as required by Sections 1704.2, 1704.3, 1707, and Table 1704.3. Where required, special inspection of steel shall also comply with Section 1715.
2. **Concrete Construction:** The special inspection and verification of concrete construction shall be as required by Sections 1704.2, 1704.4 as amended, and Table 1704.4.

Reinforced Gypsum Concrete: When cast-in-place Class B gypsum concrete is being mixed and placed.

Special Moment-Resisting Concrete Frame: As required by Section 1910.5 of the International Building Code
Location: As detailed on the approved plans.
3. **Masonry Construction:** Masonry construction shall be inspected and evaluated in accordance with the requirements of Section 1704.5 as amended, depending on the classification of the building or structure or nature of occupancy; and, Table 1708.1.2.
4. **Wood Construction:** Special inspections of the fabrication process of wood structural elements and assemblies shall be in accordance with Section 1704.2 and special inspections of structural wood for seismic resistance shall be in accordance with Section 1707.
5. **Soils:** The special inspections for existing site soil conditions, fill placement, and load bearing requirements shall comply with Section 1704.7 as amended. The approved geotechnical report, required by Section 1802 shall be used to determine compliance.
6. **Pile Foundations:** Pile foundations shall be inspected and evaluated in accordance with the requirements of Section 1704.8 and Chapter 18.
7. **Pier Foundations:** Pier foundations shall be inspected and evaluated in accordance with the requirements of Section 1704.9 and Chapter 18.
8. **Wall panels and veneers:** Wall panels and veneers shall be inspected and evaluated in accordance with Section 1704.10.
9. **Sprayed fire-resistant materials:** Special inspections for sprayed fire resistant materials applied to structural elements and decks shall be in accordance with Section 1704.11. Special inspection shall be based on the fire-resistance design as designated in the approved construction documents.
10. **Exterior insulation and finish systems (EIFS):** Special inspections shall be required for all EIFS applications per Section 1704.12.
11. **Special Cases:** Special inspections shall be required for proposed work that is, in the opinion of the building official, unusual in its nature per Section 1704.13. Special inspection shall be required for the items listed below:
 - Inspection of light gauge steel truss. Inspection elements shall include member size, gauge, material verification, connection types, sizes, and number of connectors.

- All epoxy-set concrete anchors per applicable ICBO evaluation report.
- Inspection of light gauge steel built up members (beams, columns, headers) inspection shall include member size, gauge, material verification, connection types, sizes, and number of connections.
- PT cables being driven over.
- Compaction of all on-site utility trenches.
- Compaction of all backfill for retaining walls.
- Damproofing of all retaining walls.
- Drainage for all retaining walls.
- Other (list):

12. **Special inspection for smoke control:** Smoke control systems shall be tested by a special inspector in accordance with Section 1704.14. The inspection and testing shall verify compliance to the approved control diagrams and fire protection report.

Duct-Mounted Smoke Detectors: Upon the installation of duct-mounted smoke detectors, the operation of these detectors must be verified by a qualified air balance company, certified by either the AABC or the NEBB, or a nationally recognized equivalent as approved by the County.

13. **Quality Assurance Plan:** This project has an approved quality assurance plan per Section 1705 of the International Building Code.

14. **Structural Observation:** This project requires structural observation per the approved quality assurance plan per Section 1709 of the International Building Code.

15. **Amusement and Transportation systems special cases:** Special inspection shall be in accordance with the amended Section 1704.15. Testing or verification shall be done as required by the manufacturer and/or

OWNER'S REPRESENTATIVE

AND INVOICE SUBMITTAL: Chuck James, Design and Construction Manager
 Clark County Real Property Management Department (RPM)
 500 South Grand Central Parkway, 4th Floor
 P.O. Box 551825
 Las Vegas, Nevada 89155-1825
 Telephone Number: (702) 455-5895

The following is an example of a possible scope of required inspections "matrix" or "form" that would be provided by the design professional:

Statement of Special Inspections

Project:

Location:

Owner:

Design Professional in Responsible Charge:

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

- Structural Mechanical/Electrical/Plumbing
 Architectural Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: _____ or per attached schedule.

Prepared by:

(type or print name)

Signature

Date



Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- | | |
|--|--|
| <input type="checkbox"/> Soils and Foundations | <input type="checkbox"/> Spray Fire Resistant Material |
| <input type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input type="checkbox"/> Precast Concrete | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Masonry | <input type="checkbox"/> Mechanical & Electrical Systems |
| <input type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems |
| <input type="checkbox"/> Cold-Formed Steel Framing | <input type="checkbox"/> Special Cases |

| Special Inspection Agencies | Firm | Address, Telephone, e-mail |
|-----------------------------------|------|----------------------------|
| 1. Special Inspection Coordinator | | |
| 2. Inspector | | |
| 3. Inspector | | |
| 4. Testing Agency | | |
| 5. Testing Agency | | |
| 6. Other | | |

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance for Seismic Resistance

Seismic Design Category

Quality Assurance Plan Required (Y/N)

Description of seismic force resisting system and designated seismic systems:

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust)

Wind Exposure Category

Quality Assurance Plan Required (Y/N)

Description of wind force resisting system and designated wind resisting components:

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

| | |
|--------------|---|
| PE/SE | Structural Engineer – a licensed SE or PE specializing in the design of building structures |
| PE/GE | Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations |
| EIT | Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination |

American Concrete Institute (ACI) Certification

| | |
|----------|---|
| ACI-CFTT | Concrete Field Testing Technician – Grade 1 |
| ACI-CCI | Concrete Construction Inspector |
| ACI-LTT | Laboratory Testing Technician – Grade 1&2 |
| ACI-STT | Strength Testing Technician |

American Welding Society (AWS) Certification

| | |
|--------------|--------------------------------------|
| AWS-CWI | Certified Welding Inspector |
| AWS/AISC-SSI | Certified Structural Steel Inspector |

American Society of Non-Destructive Testing (ASNT) Certification

| | |
|------|---|
| ASNT | Non-Destructive Testing Technician – Level II or III. |
|------|---|

International Code Council (ICC) Certification

| | |
|----------|--|
| ICC-SMSI | Structural Masonry Special Inspector |
| ICC-SWSI | Structural Steel and Welding Special Inspector |
| ICC-SFSI | Spray-Applied Fireproofing Special Inspector |
| ICC-PCSI | Prestressed Concrete Special Inspector |
| ICC-RCSI | Reinforced Concrete Special Inspector |

National Institute for Certification in Engineering Technologies (NICET)

| | |
|-----------|--|
| NICET-CT | Concrete Technician – Levels I, II, III & IV |
| NICET-ST | Soils Technician - Levels I, II, III & IV |
| NICET-GET | Geotechnical Engineering Technician - Levels I, II, III & IV |

Exterior Design Institute (EDI) Certification

| | |
|----------|----------------------------|
| EDI-EIFS | EIFS Third Party Inspector |
|----------|----------------------------|

| Item | Agency # (Qualif.) | Scope |
|-------------------------------|-----------------------|---|
| 1. Shallow Foundations | PE/GE | <p><i>Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.</i></p> <p><i>Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill</i></p> |
| 2. Controlled Structural Fill | PE/GE | <p><i>Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.</i></p> <p><i>Inspect placement, lift thickness and compaction of controlled fill.</i></p> <p><i>Test density of each lift of fill by nuclear methods (ASTM D2922)</i></p> <p><i>Verify extent and slope of fill placement.</i></p> |
| 3. Deep Foundations | PE/GE | <p><i>Inspect and log pile driving operations. Record pile driving resistance and verify compliance with driving criteria.</i></p> <p><i>Inspect piles for damage from driving and plumbness.</i></p> <p><i>Verify pile size, length and accessories.</i></p> <p><i>Inspect installation of drilled pier foundations. Verify pier diameter, bell diameter, lengths, embedment into bedrock and suitability of end bearing strata.</i></p> |
| 4. Load Testing | | |
| 4. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|-------------------------------------|-----------------------|--|
| 1. Mix Design | ACI-CCI ICC-RCSI | <i>Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.</i> |
| 2. Material Certification | | |
| 3. Reinforcement Installation | ACI-CCI ICC-RCSI | <i>Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters</i> |
| 4. Post-Tensioning Operations | ICC-PCSI | <i>Inspect placement, stressing, grouting and protection of post-tensioning tendons. Verify that tendons are correctly positioned, supported, tied and wrapped. Record tendon elongations.</i> |
| 5. Welding of Reinforcing | AWS-CWI | <i>Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required.</i> |
| 6. Anchor Rods | | <i>Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.</i> |
| 7. Concrete Placement | ACI-CCI ICC-RCSI | <i>Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.</i> |
| 8. Sampling and Testing of Concrete | ACI-CFTT ACI-STT | <i>Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).</i> |
| 9. Curing and Protection | ACI-CCI ICC-RCSI | <i>Inspect curing, cold weather protection and hot weather protection procedures.</i> |
| 10. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|---|-----------------------|---|
| 1. Plant Certification / Quality Control Procedures <input type="checkbox"/> Fabricator Exempt | ACI-CCI ICC-RCSI | <i>Review plant operations and quality control procedures.</i> |
| 2. Mix Design | ACI-CCI ICC-RCSI | <i>Inspect concrete batching operations and verify compliance with approved mix design</i> |
| 3. Material Certification | | |
| 4. Reinforcement Installation | ACI-CCI ICC-RCSI | <i>Inspect size, spacing, position and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials.</i> |
| 5. Prestress Operations | ICC-PCSI | <i>Inspect placement, stressing, grouting and protection of prestressing tendons</i> |
| 6. Connections / Embedded Items | | |
| 7. Formwork Geometry | | |
| 8. Concrete Placement | ACI-CCI ICC-RCSI | <i>Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated .</i> |
| 9. Sampling and Testing of Concrete | ACI-CFTT ACI-STT | <i>Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).</i> |
| 10. Curing and Protection | ACI-CCI ICC-RCSI | <i>Inspect curing, cold weather protection and hot weather protection procedures.</i> |
| 11. Erected Precast Elements | PE/SE | <i>Inspect erection of precast concrete including member configuration, connections, welding and grouting.</i> |
| 12. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|-----------------------------------|-----------------------|--|
| 1. Material Certification | | |
| 2. Mixing of Mortar and Grout | ICC-SMSI | <i>Inspect proportioning, mixing and retempering of mortar and grout.</i> |
| 3. Installation of Masonry | ICC-SMSI | <i>Inspect size, layout, bonding and placement of masonry units.</i> |
| 4. Mortar Joints | ICC-SMSI | <i>Inspect construction of mortar joints including tooling and filling of head joints.</i> |
| 5. Reinforcement Installation | ICC-SMSI AWS-CWI | <i>Inspect placement, positioning and lapping of reinforcing steel. Inspect welding of reinforcing steel.</i> |
| 6. Prestressed Masonry | ICC-SMSI | <i>Inspect placement, anchorage and stressing of prestressing bars.</i> |
| 7. Grouting Operations | ICC-SMSI | <i>Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.</i> |
| 7. Weather Protection | ICC-SMSI | <i>Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.</i> |
| 9. Evaluation of Masonry Strength | ICC-SMSI | <i>Test compressive strength of mortar and grout cube samples (ASTM C780). Test compressive strength of masonry prisms (ASTM C1314).</i> |
| 10. Anchors and Ties | ICC-SMSI | <i>Inspect size, location, spacing and embedment of dowels, anchors and ties.</i> |
| 11. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|--|------------------------------|---|
| 1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt | AWS/AISC- SSI ICC-SWSI | <i>Review shop fabrication and quality control procedures.</i> |
| 2. Material Certification | AWS/AISC- SSI ICC-SWSI | <i>Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes</i> |
| 3. Open Web Steel Joists | | <i>Inspect installation, field welding and bridging of joists.</i> |
| 4. Bolting | AWS/AISC- SSI ICC-SWSI | <i>Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections.</i> |
| 5. Welding | AWS-CWI ASNT | <i>Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds. Ultrasonic testing of all full-penetration welds.</i> |
| 6. Shear Connectors | AWS/AISC- SSI ICC-SWSI | <i>Inspect size, number, positioning and welding of shear connectors. Inspect studs for full 360 degree flash. Ring test all shear connectors with a 3 lb hammer. Bend test all questionable studs to 15 degrees.</i> |
| 7. Structural Details | PE/SE | <i>Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.</i> |
| 8. Metal Deck | AWS-CWI | <i>Inspect welding and side-lap fastening of metal roof and floor deck.</i> |
| 9. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|----------------------------|-----------------------|-------|
| 1. Member Sizes | | |
| 2. Material Thickness | | |
| 3. Material Properties | | |
| 4. Mechanical Connections | | |
| 5. Welding | | |
| 6. Framing Details | | |
| 7. Trusses | | |
| 8. Permanent Truss Bracing | | |
| 9. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|---|-----------------------|---|
| 1. Material Specifications | | |
| 2. Laboratory Tested Fire Resistance Design | ICC-SFSI | <i>Review UL fire resistive design for each rated beam, column, or assembly.</i> |
| 3. Schedule of Thickness | ICC-SFSI | <i>Review approved thickness schedule.</i> |
| 4. Surface Preparation | ICC-SFSI | <i>Inspect surface preparation of steel prior to application of fireproofing</i> |
| 5. Application | ICC-SFSI | <i>Inspect application of fireproofing.</i> |
| 6. Curing and Ambient Condition | ICC-SFSI | <i>Verify ambient air temperature and ventilation is suitable for application and curing of fireproofing.</i> |
| 7. Thickness | ICC-SFSI | <i>Test thickness of fireproofing (ASTM E605). Perform a set of thickness measurements for every 1,000 SF of floor and roof assemblies and on not less than 25% of rated beams and columns.</i> |
| 8. Density | ICC-SFSI | <i>Test the density of fireproofing material (ASTM E605).</i> |
| 9. Bond Strength | ICC-SFSI | <i>Test the cohesive/adhesive bond strength of fireproofing ASTM E736). Perform not less than one test for each 10,000 SF.</i> |
| 10. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|--|-----------------------|--|
| 1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt | | <i>Inspect shop fabrication and quality control procedures for wood truss plant.</i> |
| 2. Material Grading | | |
| 3. Connections | | |
| 4. Framing and Details | | |
| 5. Diaphragms and Shearwalls | | <i>Inspect size, configuration, blocking and fastening of shearwalls and diaphragms. Verify panel grade and thickness.</i> |
| 6. Prefabricated Wood Trusses | | <i>Inspect the fabrication of wood trusses.</i> |
| 7. Permanent Truss Bracing | | |
| 8. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|--------------------------------------|-----------------------|-------|
| 1. Material Submittals | | |
| 2. Condition of Substrate | | |
| 3. Application of Foam Plastic Board | | |
| 4. Application of Coatings | | |
| 5. Application of Mesh | | |
| 6. Ambient Condition and Curing | | |
| 7. Flashing and Joint Details | | |
| 8. Sealants/Caulks | | |
| 9. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|------------------------------|-----------------------|-------|
| 1. Smoke Control | | |
| 2. Mechanical, HVAC & Piping | | |
| 3. Electrical System | | |
| 4. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|--------------------------|-----------------------|-------|
| 1. Wall Panels & Veneers | | |
| 2. Suspended Ceilings | | |
| 3. Access Floors | | |
| 4. Other: | | |

| Item | Agency # (Qualif.) | Scope |
|------|-----------------------|-------|
| | | |
| | | |
| | | |
| | | |

Instructions – Preparation of the Statement of Special Inspections

1. Who Prepares the Form:
The program of inspection and testing for a project should be prepared by the Registered Design Professional (RDP) that is in responsible charge of the building system requiring inspections and testing. The Structural Engineer of Record (SER) should prepare the sections required for the structural elements such as foundations, concrete, structural steel, etc. The Architect and MEP Engineer of Record should prepare the corresponding sections of the SSI for the building systems that they are responsible for. For further explanation, please refer to the “Guide to Special Inspections and Quality Assurance”.
2. The Front Page:
 - 2-1. At the top of the page indicate the project name and location as they appear on the Contract Documents, provide the Owner’s name (individual, private company, municipality, government agency, etc.), and indicate the Design Professional In Responsible Charge. This should be the RDP in responsible charge of the building systems for which this Statement of Special Inspections is being prepared. See explanation in item 1 above.
 - 2-2. Next, read the first paragraph and check the box below indicating the discipline(s) that this SSI will encompass (Structural, Architectural, Mechanical/Electrical/Plumbing, or Other).
 - 2-3. After reading the remaining paragraphs, the RDP must indicate the frequency of “Interim Reports” required from the Special Inspection Coordinator for the project. This can be indicated directly on the page, i.e. “weekly”, or the adjacent box can be checked to attach a more specific schedule.
 - 2-4. Near the bottom of the page, the RDP must print, sign, and date the form, and stamp the form with their professional seal in the box provided.
 - 2-5. The Owner or Owner’s agent must sign and date the front page after the SSI has been completed by the RDP.
 - 2-6. The Building Official must sign and date the form upon acceptance.
3. Page 2 – Schedule of Inspection and Testing Agencies:
 - 3-1. The top of the page lists all of the categories of building systems with a box next to each. The RDP must check the boxes for only the building systems that are going to be covered in this SSI. A completed inspection program page must be attached for each building system that is checked off. (See instruction #5 below.)
 - 3-2. The chart below is where the members of the Special Inspection Program are listed. Their names, addresses, telephone numbers, and emails should be filled out in the appropriate boxes. If the Inspectors and Testing Agencies have not been determined yet, the RDP can fill in the boxes with “To Be Determined”.
4. Page 3 – Quality Assurance Plan:
 - 4-1. The RDP must review sections 1705 and 1706 in Chapter 17 of the IBC to determine if the project requires a Quality Assurance Plan for the seismic force and wind force resisting systems and components.
 - 4-2. The RDP must indicate whether or not a Quality Assurance Plan is required by filling in the information requested on the page. It is only necessary to provide descriptions of the seismic and wind force resisting systems if it is determined that a Quality Assurance Plan is required.
5. Inspection Program Pages For Each Building System:
 - 5-1. There is a page attached for each building system where the RDP identifies the inspection requirements of each system. Fill out the pages for only the building systems included in this SSI. Do not include blank pages for building systems not covered under this SSI.
 - 5-2. Indicate the inspection or testing firm (Agency #) that will perform each inspection task. The Agency # is the number listed next to the Inspector or Testing Laboratory on the chart on page 2 of the SSI.
 - 5-3. Indicate the required qualifications of the Inspector for each inspection. A list of qualifications of Inspectors and testing technicians is provided on page 4 of the SSI for reference. The RDP may require additional qualifications beyond the ones listed if they feel it is appropriate. Suggested qualifications have been included for consideration. The RDP must determine what qualifications are appropriate for the particular project and confirm that the selected agency employs individuals with the specified qualifications.
 - 5-4. The scope of each inspection must be filled in by the RDP. The editable text provided in italics reflects the code mandated minimum inspection requirements designated in section 1704 of IBC Chapter 17. The editable text does not include the inspections requirements for seismic and wind resisting systems listed in sections 1705 through 1708. The RDP must determine if the project falls under the requirements of sections 1705 to 1708 and add the required inspections to the building systems. The final scope of the inspections required for the project must be determined by the RDP.
 - 5-5. Descriptions of all inspections must include the required frequency of each inspection or test.
building official during installation, operational testing, and annual renewal of the certificate of operation.

EXHIBIT B
SOQ NO. 603583-15
PROFESSIONAL ENGINEERING SERVICES FOR ON DEMAND QUALITY ASSURANCE AGENCY
CONSTRUCTION INSPECTION SERVICE

INSURANCE REQUIREMENTS

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

1. **Format/Time:** The CONSULTANT shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The CONSULTANT's insurance shall be primary as respects the Owner, its officers and employees.
4. **Endorsement/Cancellation:** The CONSULTANT's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONSULTANT's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. 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 Exhibit, the CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. 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 Exhibit, the CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and **any auto** used for the performance of services under this Contract.
9. **Professional Liability:** The CONSULTANT shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
10. **Workers' Compensation:** The CONSULTANT shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 1**) indicating that the CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. **Failure To Maintain Coverage:** If the CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.
12. **Additional Insurance:** The CONSULTANT is encouraged to purchase any such additional insurance, as it deems necessary.

13. Damages: The CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
14. Cost: The CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the mailing address specified in Item 16.8 below.
16. Insurance Form Instructions: The following information must be filled in by the CONSULTANT's Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONSULTANT's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage To Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products-Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: Project Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217

 - (A) Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

PROJECT 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 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

duly sworn, depose and declare:

- 1. I am a Sole Proprietor;
 - 2. I will not use the services of any employees in the performance of this contract, identified as SOQ No. 603583-15, entitled Professional Engineering Services for On Demand Quality Assurance Agency Construction Inspection Service;
 - 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.
- N. I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 200__, by _____
(name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.

**EXHIBIT D
FEE SCHEDULE**

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of additional services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

| Consultant | |
|--|--------------------|
| CLASSIFICATION | HOURLY RATE |
| Principal Engineer/Geologist/Environmental Scientist | \$ |
| Senior Engineer/Geologist/Environmental Scientist | \$ |
| Senior Project Engineer/Geologist/Environmental Scientist | \$ |
| Project Engineer/Geologist/Environmental Scientist | \$ |
| Senior Staff Engineer/Geologist/Environmental Scientist | \$ |
| Staff Engineer/Geologist/Environmental Scientist | \$ |
| GIS Analyst | \$ |
| Field Operations Manager | \$ |
| Supervisory Technician/Inspector | \$ |
| Special Inspector (ICC: Structural Steel) | \$ |
| Special Inspector (ICC: Concrete, Masonry, and Fireproofing) | \$ |
| Senior Inspector | \$ |
| Grading Inspector (NICET/NAQTC) | \$ |
| Senior Field/Laboratory/Environmental Technician | \$ |
| Field/Laboratory Technician | \$ |
| Technical Illustrator/CAD Operator | \$ |
| Geotechnical/Environmental/Laboratory Assistant | \$ |
| Information Specialist | \$ |
| Data Processing, Technical Editing, or Reproduction | \$ |

| Other Charges | |
|--|----|
| Expert Witness Testimony | \$ |
| PID/FID Usage | \$ |
| Coring Machine Usage (includes technician) | \$ |
| Anchor Load Test Equipment | \$ |
| Hand Auger Equipment | \$ |
| Inclinometer Usage | \$ |
| Vapor Emission Kits | \$ |
| Level D Personal Protective Equipment (per person) | \$ |
| Rebar Locator (Pachometer) | \$ |
| Nuclear Density Gauge Usage | \$ |
| Field Vehicle Usage | \$ |
| Direct Project Expenses | \$ |
| Laboratory Testing, geophysical equipment, and other special equipment provided upon request | \$ |
| | |

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation and Price Per Test

| Soils | |
|--|----|
| 200 Wash, D 1140, C117 | \$ |
| Atterberg Limits, D 4318, T 89-94, T 90-94 | \$ |
| California Bearing Ratio (CBR), D 1883, T 193-93 | \$ |
| Check Point Maximum Density | \$ |
| Clay Expansion, FHA Swell | \$ |
| Consolidation without time rate, D 2435, T 216-94 | \$ |
| Direct Shear – Undisturbed, D 3080 | \$ |
| Direct Shear – Remolded, D 3080 | \$ |
| Expansion Index, D 4829, UBC 18-2 | \$ |
| Expansion Potential (Method A), D 4546 | \$ |
| Hydrometer Analysis, D 422, T 88-93 | \$ |
| Maximum Density D 1557, D 698, T 180-93, T 99-94 | \$ |
| Miller Box Resistivity | \$ |
| Moisture Only, D 2216, T 265-93 | \$ |
| Moisture and Density, D 2937 | \$ |
| Permeability, CH, D 2434, T 215 | \$ |
| pH and Resistivity, G 57 | \$ |
| R-value, D 2844, T 190-93 | \$ |
| Sand Equivalent, D 2419 | \$ |
| Sieve Analysis, Fine Aggregate (including wash), C 136 | \$ |
| Solubility | \$ |
| Specific Gravity, D 854, T 100-93 | \$ |
| Sulfate & Chlorine Content | \$ |

| | |
|---|----|
| Triaxial Shear, U.U., D 2850, per point | \$ |
| Triaxial Shear, C.U., w/ pore press D 4767, T297 per point | \$ |
| Triaxial Shear, C.U., w/o pore press, D 4767, T297, per point | \$ |
| Triaxial Shear, C.D., D 4767, T297per point | \$ |
| Triaxial Shear, multistage – 3 points for cost of 2 | \$ |
| Unconfined Compression, D 2166, T 280 | \$ |

| | |
|---|----|
| Masonry | |
| Concrete Block Compression Test, 8x8x16, C 140 | \$ |
| Concrete Block Linear Shrinkage, C 426 | \$ |
| Masonry Grout, 4x4x8 prism compression, UBC 21-18 | \$ |
| Masonry Mortar, 2x4 cylinder compression, UBC 21-16 | \$ |
| Masonry Prism, half size, compression, UBC 21-17 | \$ |

| | |
|---|----|
| Concrete | |
| Compression Test, 6x12 cylinder, C 39, T 22-92 | \$ |
| Concrete Mix Design, per trial batch, 6 cylinder, ACI | \$ |
| Concrete Core Compression (excludes sampling), C42 T24-93 | \$ |
| Drying Shrinkage, C 157 | \$ |
| Flexural Test, C 78 | \$ |
| Gunite/Shotcrete, panels, 3 cut cores per panel and test, ACI | \$ |
| Jobsite Testing Laboratory | \$ |
| Lightweight Concrete Fill Compression, C 495 | \$ |
| Petrographic Analysis, C 856 | \$ |
| Splitting Tensile Strength, C 496 | \$ |

| | |
|--|----|
| Reinforcing and Structural Steel | |
| Chemical Analysis, A-36, A-615 | \$ |
| Fireproofing Density Test, UBC 7-6 | \$ |
| Hardness Test, Rockwell, A-370 | \$ |
| High Strength Bolt, Nut & Washer Conformance, set, A-32 | \$ |
| Mechanically Spliced Reinforcing Tensile Test, ACI | \$ |
| Pre-Stress Strand (7 wire), A 416 | \$ |
| Reinforcing Tensile or Bend, up to No. 11, A 615 & A 706 | \$ |
| Structural Steel Tensile Tests, up to 200,000 lbs. (machine extra), A370 | \$ |
| Welding Reinforcing Tensile Test up to No. 11 bar, ACI | \$ |

| Asphalt Concrete | |
|---|----|
| Asphalt Mix Design Review, Job Spec | \$ |
| Extraction, % Asphalt, including Gradation, D 2172, T 164-94, T 30-93 | \$ |
| Hveem Stability and Unit Weight CTM or ASTM, CT 366 | \$ |
| Marshall Stability, Flow and Unit Weight, (set of 3) T 245-94 | \$ |
| Maximum Theoretical Unit Weight, D 2041, T 209-94 | \$ |
| Unit Weight, sample or core, D 2726, T 166-93 | \$ |

| Aggregates | |
|--|----|
| Absorption, Coarse, C 127 | \$ |
| Absorption, Fine, C 128 | \$ |
| Clay Lumps and Friable Particles, C 142, T 112-91 | \$ |
| Cleanness Value, CT 227 | \$ |
| Fractured Faces, NDOT, T 2303 | \$ |
| Lightweight Pieces, C 123, T 113-94 | \$ |
| Los Angeles Abrasion, C 131 or C 535, T 96-94 | \$ |
| Moisture, C 566, T 255-92 | \$ |
| Mortar Making Properties of Fine Aggregates, C 87 | \$ |
| Organic Impurities, C 40, T 21-94 | \$ |
| Potential Reactivity of Aggregate (Chemical Method), C 289 | \$ |
| Sand Equivalent, D 2419 | \$ |
| Sieve Analysis, Coarse Aggregate, C 136 | \$ |
| Sieve Analysis, Fine Aggregate (including wash), C 136 | \$ |
| Sodium/Magnesium Sulfate Soundness (per size fraction), C 88, T 104-94 | \$ |
| Specific Gravity, Coarse, C 127, T 85-94 | \$ |
| Specific Gravity, Fine, C 128, T 84-94 | \$ |
| Unit Weight, C 29, T 19 | \$ |

**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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). 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 Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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.

Nevada 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. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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, 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). **This will also include Clark County Detention Center.**

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 (Please select one) | | | | | | |
| <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 (Please select all that apply) | | | | | | |
| <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> SBE | <input type="checkbox"/> PBE | <input type="checkbox"/> VET | <input type="checkbox"/> DVET | <input type="checkbox"/> ESB |
| Minority Business Enterprise | Women-Owned Business Enterprise | Small Business Enterprise | Physically Challenged Business Enterprise | Veteran Owned Business | Disabled Veteran Owned Business | Emerging Small Business |
| | | | | | | |
| Number of Clark County Nevada Residents Employed: | | | | | | |
| | | | | | | |
| Corporate/Business Entity Name: | | | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: | | | | Website: | | |
| City, State and Zip Code: | | | | POC Name: | | |
| | | | | Email: | | |
| Telephone No: | | | | Fax No: | | |
| Nevada Local Street Address: (If different from above) | | | | Website: | | |
| City, State and Zip Code: | | | | Local Fax No: | | |
| Local Telephone No: | | | | Local POC Name: | | |
| | | | | Email: | | |

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

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

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

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

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

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

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

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

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

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

| | |
|-----------|------------|
| Signature | Print Name |
| Title | Date |

DISCLOSURE OF RELATIONSHIP

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

| NAME OF BUSINESS OWNER/PRINCIPAL | NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE | RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL | COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT |
|-------------------------------------|---|---|--|
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* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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

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

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

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative