



Department of Administrative Services  
Purchasing and Contracts Division

**CONFIRMATION FORM  
for  
RECEIPT OF BID NO. 603829-15**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

***Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.***

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**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

PROJECT NO.      BID NO. 603829-15      BID PAGES: 66

DESCRIPTION:      LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY

**SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please indicate the method you used to obtain this Bid Document:

\_\_\_\_\_ Internet      \_\_\_\_\_ Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914  
TYPE or PRINT CLEARLY**

## CLARK COUNTY, NEVADA

### INVITATION TO BID

#### BID NO. 603829-15 LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603829 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-bid Conference will be held on **SEPTEMBER 18, 2015** at **10:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Ashley Blanco, Purchasing Analyst, at (702) 455-1171 no later than **THURSDAY, SEPTEMBER 17, 2015**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **OCTOBER 2, 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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PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:  
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# I – INSTRUCTIONS TO BIDDERS

## BID NO. 603829-15

### LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY

#### 1. INTENT OF INVITATION

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

#### 2. DEFINITIONS

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

- T. **Service Call:** To include emergency services. Service shall also include after hours call outs as required by COUNTY.
- U. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- V. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Ashley Blanco, Purchasing Analyst, telephone number (702) 455-1171 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Mike McIlhaney, Construction Management, Public Works, telephone number (702) 455-7139.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

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

5. PREBID CONFERENCE

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

6. ADDENDA AND INTERPRETATIONS

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

7. DOCUMENT REVIEW

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

8. PREPARATION OF FORMS

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

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

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 1**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. PRODUCTS

**New Product:**

SUCCESSFUL BIDDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

12. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

13. DISCOUNT TERMS OF PAYMENT

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

Examples:

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

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

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

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

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

14. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

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

15. DURATION OF OFFER

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

16. BIDDER'S REPRESENTATION

**Each Bidder by submitting their Bid represents that:**

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

17. SUBMISSION OF BIDS

**All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title.** Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Clark County Government Center	Clark County Government Center	Clark County Government Center
Purchasing and Contracts Division, 4th Floor	Attn: Purchasing and Contracts, 4th Floor	Attn: Purchasing and Contracts, 4th Floor
500 South Grand Central Parkway	500 South Grand Central Parkway	500 South Grand Central Parkway
Las Vegas, Nevada 89106	P.O. Box 551217  Las Vegas, Nevada 89155-1217	Las Vegas, Nevada 89106

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

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

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

18. COST TO PREPARE AND SUBMIT RESPONSE

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

19. WITHDRAWAL OF BID

A. Before Bid Opening

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

B. After the Bid Opening

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

20. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

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

21. REJECTION OF BID

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

22. DISQUALIFICATION OF BIDDERS

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

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

23. TIE-BIDS

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

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

24. NOTIFICATION OF INTENT TO AWARD

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

25. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Manager its written notice of intent to appeal the decision to the BCC. The Purchasing Manager or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Manager fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
  - (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
  - (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

26. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis, contingent upon the submission of all requested documents within the timelines specified, unless an extension is approved by COUNTY. Bidders must bid on all items to be considered responsive.

27. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing and Contracts Division. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

28. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2016.

29. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional four (4), one-year period(s) from its expiration date.

30. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

31. INSURANCE

SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 3** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within ten (10) business days after COUNTY request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

32. FAILURE TO MAINTAIN COVERAGE

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

33. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10<sup>th</sup> business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$200 per calendar day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$200 per calendar day as liquidated damages.

34. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other COUNTY departments may utilize the resulting CONTRACT upon approval by COUNTY Purchasing and Contracts Division. Each COUNTY Department or Division will issue a separate identifying Purchase Order.

35. COOPERATION BY SUCCESSFUL BIDDER(S)

SUCCESSFUL BIDDER may be required to cooperate or coordinate with other trades performing services on COUNTY'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.

36. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per twelve (12) month term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI) or Producer Price Index (PPI):CUURA421SAGC, CUUSA421SAGC. Series ID: will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.

Suitable Proof:

Print-out of CPI index and calculated increase, Letter from Manufacturer/ Distributor.

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

Fixed Price:

Increases will apply only to products or services affected by an increase in a raw material, labor, or another like cost factor and will be verified against CUURA421SAGC, CUUSA421SAGC index.

Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of CONTRACT, COUNTY may consider these increases in addition to the allowed increases, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.

Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial contract year term and for any subsequent term(s) if the decrease exceeds 3 percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place SUCCESSFUL BIDDER in default, terminate CONTRACT, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

Multiple Line Items

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

37. STATE OF NEVADA LEGAL HOLIDAYS

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

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

New Year's Day

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

## II -GENERAL CONDITIONS

BID NO. 603829-15

### LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

2. AUDITS

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

3. AUTHORITY

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

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

5. CLARK COUNTY'S PROPERTY

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

6. COLLECTION AND PAYMENT OF SALES TAX

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

7. COLLUSION AND ADVANCE DISCLOSURES

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

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

8. CONSUMPTION ESTIMATES

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

9. CONTRACT AMENDMENTS

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

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

11. DRUG-FREE WORKPLACE

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

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

13. FEDERAL, STATE, LOCAL LAWS

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

14. FISCAL FUNDING OUT

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

15. FORCE MAJEURE

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

16. GOVERNING LAW/VENUE OF ACTION

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

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

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

18. INDEMNITY

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

19. INVOICING

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

All invoices should include the following information:

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

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

20. INVOICE AUDITS

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

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

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

23. OUT OF STATE SUPPLIERS

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

24. PARTIAL PAYMENTS

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

25. PATENT INDEMNITY

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

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

26. PUBLIC RECORDS

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

27. PURCHASE ORDERS

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

28. RIGHT OF INSPECTION AND REJECTION

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

29. SEVERABILITY

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

30. SUBCONTRACTS

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

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

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

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

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

33. TAXES

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

34. TERMINATION FOR CAUSE

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

35. TERMINATION FOR CONVENIENCE

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

36. TITLE AND RISK OF LOSS

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

37. USE BY OTHER GOVERNMENT ENTITIES

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

38. WARRANTY

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

# III - SPECIAL CONDITIONS

BID NO. 603829-15

## LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY

### 1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Copies of (industry standard) certification for SUCCESSFUL BIDDERS' employees assigned to perform services on COUNTY'S equipment or property. Any new employee hired by SUCCESSFUL BIDDER, shall be required to submit to COUNTY, copies of above mentioned certificates prior to working on COUNTY'S equipment or property;
- C. Copies of all certificates of factory or in-house training classes for SUCCESSFUL BIDDER'S employees assigned to perform services on COUNTY'S equipment or property;
- D. SUCCESSFUL BIDDER to provide list of at least two (2) current contracts of projects of similar type and magnitude in Southern Nevada. The list shall include the project or property name, the contract period, the owner, the job address, a contact person and a phone number for that contact person;
- E. SUCCESSFUL BIDDER shall have and submit a current State of Nevada Contractor's License appropriate for the work in this CONTRACT, a current Certification for Herbicide Applicator, Pest Control Applicator, Arborist, Horticulture, and appropriate driver's license(s) for any and all employees operating vehicles and equipment and any special licenses or certificates required by agencies with jurisdiction over the project;
- F. Submit qualifications for on-site maintenance persons, including landscape maintenance and irrigation experience and certificates;
- G. Completed "Disclosure of Ownership" form; and
- H. A copy of current applicable Clark County Business License.

### 2. ENGLISH SPEAKING REPRESENTATIVE

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

### 3. SERVICE PROVIDER REQUIREMENTS

- A. SUCCESSFUL BIDDER'S employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care, and acceptable workman-like practices;
- B. SUCCESSFUL BIDDER'S employees assigned to perform under CONTRACT must have at least 5 years of experience. Replacement employees must also meet the 5 years of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from COUNTY to approve an employee with less than 5 years of experience;
- C. SUCCESSFUL BIDDER is required to maintain all required licensing and certifications to provide services at all of COUNTY'S facilities contained herein.

### 4. LOCAL FACILITY

- A. Service Station

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

### 5. F.O.B. DESTINATION - FREIGHT PRE-PAID

SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

### 6. INSTALLATION

SUCCESSFUL BIDDER shall be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for SUCCESSFUL BIDDER shall be present during installation, at no charge to COUNTY.

7. FAILURE TO DELIVER

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

8. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within 24 hour(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

9. LABOR

All Invoices for repairs and call out services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed.

All invoices reflecting labor for call out services or repairs shall be prorated to the nearest fifteen (15) minute increment.

Materials are to be billed at cost plus not to exceed 15 percent. Invoices shall reflect the breakout of labor and SUCCESSFUL BIDDER'S cost for material plus allowable percentage mark up.

10. BILLABLE HOURLY RATES FOR SERVICES

All labor rate line items in the Bid form are for the purposes of securing labor rates by which SUCCESSFUL BIDDER shall supply quotes for any services defined herein as outside of SUCCESSFUL BIDDER'S responsibility or control under CONTRACT. All material quoted for these services shall be at a fixed rate of 15 percent above SUCCESSFUL BIDDER'S cost. SUCCESSFUL BIDDER shall present their purchase invoice for all materials listed in SUCCESSFUL BIDDER'S invoice. All labor quoted for these services shall be for actual time only. No minimum billing for labor or travel time shall be allowed.

11. LABOR

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

12. REMOVAL OF EMPLOYEE

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

13. FURNISHING SUPERVISION OF EMPLOYEES

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

14. SUPPLIER'S STOCK

SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the maximum delivery time period(s) as specified in this bid.

15. SAFETY REQUIREMENTS

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

16. RESPONSIBILITY FOR WORK SECURITY

A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

17. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls, being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

18. DAMAGE TO COUNTY PROPERTY

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

19. PERFORMANCE REQUIREMENTS

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

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

Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require SUCCESSFUL BIDDER to perform services again within 24 hours at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property.

C. WORK PLAN

Immediately following award, SUCCESSFUL BIDDER shall develop a maintenance work plan for each of COUNTY'S facilities containing specified equipment. This work plan shall include at minimum, dates of performance of Annual Inspections, Monthly Operating Inspection and any other services deemed necessary in accordance with manufacturer's suggested preventive maintenance plan as required for each piece of equipment. The work plan shall include the dates of last service, the dates of next service, the time required to complete service in hours and the name of the technician(s) who will perform the service.

COUNTY'S representative will assist SUCCESSFUL BIDDER in obtaining a list of the actual equipment housed in each facility and the contact information for COUNTY'S representative assigned to each facility for the purposes of CONTRACT.

The work plan shall be a living document that is continuously updated and shared with COUNTY for the duration of CONTRACT.

20. PERFORMANCE STANDARDS

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

21. EMERGENCY SERVICES OF REPAIRS

- A. Repair call-out services shall be available on a twenty-four (24) hour basis. SUCCESSFUL BIDDER shall maintain the staff required to respond to multiple call-outs, if required.
- B. SUCCESSFUL BIDDER shall have twenty-four (24) hours per day, seven (7) days per week answering service, 365 days a year. SUCCESSFUL BIDDER'S representative shall contact COUNTY'S designated representative within 30 minutes to acknowledge receipt of emergency call back.

22. TRAINING

COUNTY may periodically require SUCCESSFUL BIDDER to provide training. Training shall be provided to COUNTY'S personnel by a qualified factory representative or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product. The training shall take place at a location designated by COUNTY'S representative.

23. INVOICING REQUIREMENT

This Bid may represent the requirements from numerous COUNTY departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and services are required and list the location where associated invoices shall be sent.

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

24. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

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

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

25. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

26. ANNUAL CONTRACT CLOSE-OUT PROCEDURE

At least sixty (60) days prior to the completion of CONTRACTS' initial term and any renewal terms thereafter, COUNTY will:

- A. Inspect the maintenance work, logs and other records to determine if work is complete and in compliance with CONTRACT;
- B. Schedule an inspection with SUCCESSFUL BIDDER. This inspection shall be for the purpose of developing a "punch list" of items requiring correction, repair, or completion prior to completion of CONTRACT. The punch list shall include comments made by COUNTY; and
- C. Compile the "punch list" from the comments provided at the inspection and supply a typewritten copy to SUCCESSFUL BIDDER. Upon distribution of the punch list items to SUCCESSFUL BIDDER, establish a timeline for completion of items appearing on the "punch List".

Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of SUCCESSFUL BIDDER'S receipt of the "punch list" unless written approval from COUNTY is provided. When all punch list items are completed, SUCCESSFUL BIDDER shall notify COUNTY in writing who will conduct another inspection and verify completion.

Failure of SUCCESSFUL BIDDER to complete any items on the "punch list" within the stated timeframe may be cause for assessment of liquidated damages.

27. THIRD PARTY INSPECTIONS

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of CONTRACT are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. SUCCESSFUL BIDDER shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

Should the maintenance audit determine that performance by SUCCESSFUL BIDDER has been below the industry standard or not in compliance with the terms and conditions of CONTRACT, COUNTY reserves the right to seek reimbursement of the third party inspection costs from SUCCESSFUL BIDDER. Failure of SUCCESSFUL BIDDER to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of CONTRACT.

28. DISPUTES

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

29. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$200 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

30. CONTRACT PERFORMANCE CUSTOMER SURVEY

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

31. AIR POLLUTION

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

32. STORAGE OF MATERIALS

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

33. CLEANING UP

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

# IV - SERVICE PROVISIONS

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**SECTION 32 98 00**  
**LANDSCAPE MAINTENANCE**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

- A. Work shall consist of providing maintenance for the center median landscape areas along Boulder Highway from approximately 2500' north of U.S. 95 (Flamingo Wash) to Desert Inn/Lam and from Flamingo Road to approximately 600' south of Tropicana Avenue as described in Exhibit B within the Contract Document for the time period specified in the Contract Document. CONTRACTOR shall furnish any and all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents and the terms of the contract, including, but not limited to the following:
1. Plant and Landscape Maintenance
  2. Site Inspection and Clean-Up
  3. Irrigation System Maintenance
  4. Landscape Lighting Maintenance
  5. Inspection and Final Acceptance
  6. Inventory Drawings
  7. Rock Mulch
  8. Removal of litter, weeds, and undesirable materials
  9. Wheel Chair Ramps and Landing Areas
  10. Traffic control
  11. Hand watering

The above stated work shall be included and incidental to each of the Bid Line Items for both S.I.D. and Non S.I.D. areas. No additional payments will be made for any of the above work items.

- B. Median area from approximately 2500' north of U.S. 95 (Flamingo Wash) to U.S. 95 is the Non-S.I.D. area and the area from U.S. 95 to approximately 600' south of Tropicana Avenue is the S.I.D. area as shown in Exhibit B.
- C. Inspect for and remove litter and debris from entire site daily. Clean up of portions or sections of site daily are not acceptable.
- D. All damage to the existing facilities caused by the actions or inactions by CONTRACTOR or his employees or agents shall be repaired or replaced at CONTRACTOR's expense.
- E. D.Repair and Replacement: CONTRACTOR shall be responsible, at his sole cost and expense, to repair or replace plants, irrigation components, landscape lighting components and other landscape improvements that die or become damaged as a result of improper maintenance, or other actions or inactions by CONTRACTOR, his employees or agents that results in such death or damage, as determined by COUNTY. CONTRACTOR shall also be responsible at his sole cost and expense to repair and replace landscape improvements that have become damaged by normal wear, as determined by COUNTY, such as lamp replacement and irrigation equipment.
- F. Upon approval by COUNTY, CONTRACTOR shall be compensated for the replacements or repairs when the death or damage is not a result of damage or neglect by CONTRACTOR or a result of vandalism, traffic accidents, or extreme acts of nature.
1. CONTRACTOR shall submit a written request for an Additional Work Authorization for each repair/replacement to COUNTY for written approval prior to such repairs and replacements. Written requests shall include:
    - a. A description of the work
    - b. Digital Photo(s) of existing condition needing repair or replacement
    - c. Back-up documentation such as weather reports, police reports, etc.
    - d. A not-to-exceed amount for any repairs or replacements within scheduled work hours shall include invoices for parts, materials and equipment (including a 15% markup)

- e. A schedule for completion of proposed work.
- 2. CONTRACTOR must receive written approval by the COUNTY's P.A. prior to the commencement of any Additional Authorization Work unless it is an emergency situation.
- G. Failure to identify and/or resolve a defect or damage as identified herein shall result in a penalty of \$200.00 per day or as otherwise noted herein to be deducted to any monies due. Habitual failure to identify and resolve issues shall result in removal of contract supervisor and/or termination of the contract.

Emergency Conditions: Emergency conditions are those that would adversely affect the public safety, health or welfare. CONTRACTOR shall respond within 1 hour of notification to emergency conditions 24 hours per day, 7 days per week, such as a broken irrigation line. CONTRACTOR shall begin repairs within four (4) hours of an emergency notification. COUNTY shall be notified immediately of any emergency conditions. No payment will be made for additional after hours response for work covered under the scope of the project unless approved by COUNTY.

- 1. Each instance of failure to react to an emergency will result in a penalty of \$100.00 per quarter hour (15 minutes) or portion thereof until corrected. Monies will be deducted from payments owed to CONTRACTOR. COUNTY Public Works Department will determine what constitutes as an emergency on a case by case basis.
- H. Water: Water connected to the installed irrigation systems shall be paid for by COUNTY. Additional water, needed for hand watering (non S.I.D. area), water trucks and other maintenance services needing water that is not part of the installed irrigation system, shall be considered included in the landscape maintenance costs and paid for by CONTRACTOR.
- I. Watering Schedule: Water Schedule shall be determined by CONTRACTOR to ensure that all plants, shrubs and trees are in a healthy, vigorous, and thriving state. Additional hand watering may be required for specific species of plants.

## 1.2 REFERENCES

- A. Johnson's Guide to Gardening, Plants for the Arid West, Pruning, Planting and Care, c. 1997, Ironwood Press, Tucson, AZ. (abbreviated in these specifications as Pruning, Planting and Care)
- B. Apply Pesticides Correctly, published by the U.S. Environmental Protection Agency.

## 1.3 PROJECT ADMINISTER

Project Administer – (PA) shall be the designated Owner representative who will be the Contractor's contact person on all matters of responsibility pertaining to execution of this contract.

## 1.4 QUALIFICATIONS

- A. CONTRACTOR Qualifications for maintenance work on this Contract are required and shall include but are not limited to the following:
  - 1. Certified Arborist. CONTRACTOR must provide the name of a Certified Arborist who is on staff or to be employed by CONTRACTOR for purposes of investigating and making recommendations to COUNTY based at no additional cost to COUNTY. All documentation regarding recommendations shall be submitted to COUNTY prior to any related work to be performed. The Certified Arborist will be requested to investigate, furnish recommendations and take corrective action regarding trees as may be requested by COUNTY.
  - 2. Certified Horticulturist: CONTRACTOR must provide the name of a Certified Horticulturist that is on staff or that is to be employed by CONTRACTOR for purposes of investigating and making recommendations to COUNTY at no additional cost to COUNTY. All documentation regarding recommendations shall be submitted to COUNTY prior to any related work to be performed. The Certified Horticulturist will be requested to investigate, furnish recommendations, and take corrective action regarding tree materials as may be requested by COUNTY.
  - 3. Certified Pesticide Applicator: CONTRACTOR must provide the name of a licensed Certified Pesticide Applicator who is on CONTRACTOR's staff for application of pesticides, herbicides and disease control agents.

4. Irrigation Personnel. CONTRACTOR's on-site maintenance personnel shall be completely qualified and experienced in all types of irrigation equipment including irrigation controllers, quick coupling valves, gate valves, plastic pipe, drip emitters, filters, pressure regulators, central control system and other components of the irrigation system.
  5. Certified Electrician. CONTRACTOR must provide the name of a Certified Electrician who is on staff or to be employed by CONTRACTOR for the purpose of investigating and making repairs. All documentation regarding repairs shall be submitted to COUNTY prior to any related work to be performed. The Certified Electrician may be requested to investigate, furnish recommendations, and take corrective action regarding electrical issues as may be requested by COUNTY.
  6. CONTRACTOR shall ensure a qualified English-speaking foreman supervises the landscape maintenance personnel at each work location.
- B. Regulatory Requirements, Codes and Standards:
1. CONTRACTOR shall comply with all regulatory agencies for fertilizer, insecticide, herbicide and other chemical application and composition.
  2. Types of herbicides to be used and the methods of applications shall comply with Environmental Protection Agency Policies.
- C. Trees, Shrubs: All trees shall comply with recommendations and requirements of ANSI Z60.1 American Standard for Nursery Stock. Provide healthy, vigorous stock, grown in a licensed nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions or disfigurement.

#### 1.5 SUBMITTALS

- A. Prior to CONTRACTOR'S Notice To Proceed (NTP), CONTRACTOR shall submit to COUNTY, in writing, the names of at least three (3) 24-hour emergency contacts with their phone numbers. The emergency contact personnel shall have knowledge of the work and shall be able to respond to emergency situations. At least one of the emergency contacts must be available locally at all times during the contract period. This submittal shall include the cellular, home, office and fax numbers for each of the emergency contacts.
- B. CONTRACTOR shall submit a work schedule for the project to COUNTY within ten (10) calendar days after the effective date of this Contract for approval by COUNTY. The work schedule shall be based on the annual calendar identifying all the required tasks and their frequencies. The schedule shall also include days and times of performance of each task. Include the title and number of personnel and the equipment that will be on site for each task.
- C. Submit all Maintenance Checklists, Irrigation Reports, and Chemical Product Usage Logs to COUNTY per COUNTY approved schedule. Daily Maintenance Checklists shall be completed daily and provided to COUNTY at the end of the week. Weekly Maintenance Checklists shall be completed weekly and provided to COUNTY at the end of the week. If the submittal day is a legal holiday, submit the forms, the next business day. Daily and Weekly Maintenance Checklists may be submitted via email as approved by COUNTY. The monthly invoice shall be hard copy provided to P.A. on the last working day of the month, unless directed otherwise by COUNTY.
- D. Digital images shall be provided to COUNTY as required per the Contract Documents or as requested by COUNTY. Digital images shall be provided by a GPS Camera system with Photo Link, an iPhone or iPad with GPS Photo Link software or other COUNTY approved camera system with compatible file type as approved by COUNTY. All digital images provided to COUNTY shall include the date and time that the photograph was taken.
- E. Submit plant substitutions for written approval by COUNTY.
- F. Submit products for written approval by COUNTY as noted herein. Submit all "or equal" products for written approval by COUNTY.
- G. CONTRACTOR shall obtain Material Specification Data Sheets (MSDS) for fertilizers, herbicides, pesticides, pre-emergent herbicides, post emergent herbicides and other chemical products that are used for this project. One set of the MSDS sheets shall be kept with the maintenance crew when they are on site. CONTRACTOR shall provide copies to COUNTY as requested

- H. All notifications shall be provided to COUNTY in writing. Email notifications to COUNTY's representative are acceptable as approved by COUNTY.
- I. Chemical requirements: Special permits required for chemical use must be registered with the State of Nevada and a permit obtained. A copy of the permit(s) shall be provided to COUNTY.
- J. Inventory Plans. CONTRACTOR shall be responsible to maintain a set of Inventory Plans that record the current state of the landscape, plants, irrigation system and landscape lighting conditions. The plans shall be to scale as noted on the plans. CONTRACTOR shall record any changes to the landscape, plants, irrigation system and landscape lighting conditions that are made during the maintenance period. Changes should be recorded in the Inventory Plans on the day changes are made in the field.

CONTRACTOR will be provided a disk with the construction files or the current Inventory Plans in PDF format. COUNTY may also provide an updated inventory at later date to supplement the plans. Prior to any work by CONTRACTOR, he/she shall walk the site with COUNTY and/or COUNTY Representative and record any discrepancies from the plans provided. This set of marked plans shall be the Inventory Plans.

- 1. CONTRACTOR shall keep records of all major repairs, relocated elements, removals and additions made by CONTRACTOR on the Inventory Plans. All changes shall be shown in red ink with the date of the change and name of the person who recorded the changes identified.
  - 2. CONTRACTOR shall record the actual location of new, repaired or relocated irrigation components using two dimensions from permanent objects on the site.
  - 3. CONTRACTOR shall maintain a current electronic copy of the Construction plans with any and all changes or repairs and furnish the Inventory Plans when requested by COUNTY.
  - 4. CONTRACTOR shall furnish one (1) set of the Construction files and Inventory on CD to COUNTY upon completion of the contract with all changes shown in red.
- K. Submit a Traffic Control and Barricade Plan for review by COUNTY, as necessary to complete the scope of work. The Plans must be submitted and approved by NDOT prior to the beginning of the work associated with the need for traffic control.

## 1.6 PROJECT CONDITIONS

- A. Review Exhibit A (Current Inventory Plan) and existing site conditions.
  - 1. Disturbance of area outside of the project area, as outlined in the Contract and as shown in Exhibit B, is prohibited, except as may be found necessary and only when approved by COUNTY.
- B. Refer to Exhibit B for the median numbering, locations and project limits.
- C. Utilities: All of the existing utilities are not shown on the construction plans. COUNTY does not guarantee that any utilities identified or shown on the Contract documents are shown in their exact locations. CONTRACTOR shall determine the location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required, to avoid conflicts.
  - 1. CONTRACTOR shall be responsible for maintaining the integrity of the roadway surface. Dust, mud, dirt, gravel, etc. carried onto the roadway surface shall be cleaned off before work crews leave for the day, or more often as requested by COUNTY. Failure to comply may result in COUNTY having the roadway cleaned and the cost for the clean-up billed to CONTRACTOR or deducted from payments owed to CONTRACTOR.
- D. Existing Conditions outside the scope of work. CONTRACTOR shall protect and preserve all existing conditions outside the scope of work, including but not limited to utilities, roadways, walks and signs. All damages are to be reported immediately to COUNTY. Any items damaged by CONTRACTOR shall be immediately repaired and returned to its original state at no expense to COUNTY. The method of repair and the schedule of repair shall be determined by COUNTY and may include repair by CONTRACTOR.

- E. Weather Conditions:
  - 1. Do not spray chemical disease control on trees when detrimental conditions exist.
  - 2. Do not spray trees when wind velocity exceeds safe limits as noted by the manufacturer.
- F. Vehicular and Pedestrian Traffic:
  - 1. Provide all means necessary to ensure the safety of workers and public vehicular and pedestrian traffic that occurs in and around the Project Site in the performance of the specified work.
  - 2. Provide required traffic control measures when necessary, including the submittal and approval of a Traffic Control Plan.
  - 3. CONTRACTOR shall not close down or obstruct any Citizens Area Transit (CAT) bus stops.

### 1.7 SCHEDULING AND SAFETY

- A. The established hours for regular maintenance operations shall be 6:30 AM to 3:00 PM, Monday through Friday, excluding legal holidays.
  - 1. At the discretion of COUNTY, seasonal or other adjustments in the hours for regular maintenance may be made.
  - 2. Any work that will require lane closure(s) shall be performed from 9:00 PM to 5:30 AM, Sunday night through Friday morning, or as required by Nevada Department of Transportation (NDOT), unless coordinated otherwise in writing with COUNTY and/or NDOT.
    - a. All work requiring lane closure(s) shall be subject to the terms and conditions of Clark County and the Nevada Department of Transportation (NDOT) Traffic Control Plan as applicable.
- B. CONTRACTOR shall perform all work in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials consequential or related to the work. CONTRACTOR shall accept sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with terms of the applicable OSHA safety orders at all times so as to protect all persons including the CONTRACTOR's employees, agents of the COUNTY, vendors, members of the public or others from foreseeable personal injury, or damage to their property. CONTRACTOR shall report all unsafe conditions and potential hazards to COUNTY immediately. CONTRACTOR shall identify unsafe conditions and potential hazards in the Daily Maintenance Checklist of the date that condition/hazard was discovered and any action taken.
  - 1. All repairs to correct unsafe conditions shall occur the same business day as the discovery unless approved in writing by COUNTY.
  - 2. CONTRACTOR shall cooperate fully with COUNTY in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to COUNTY within five (5) calendar days following the incident.
- C. All maintenance individuals within the work zone shall be properly attired for the respective risks of their task(s) and shall adhere to the applicable safety regulations. It shall be CONTRACTOR's responsibility to inspect and identify the condition(s) that render any portion of the premises unsafe, as well as any unsafe practices occurring thereon.
- D. CONTRACTOR shall establish an identification system for personnel assigned to the project, which clearly identifies the name of CONTRACTOR responsible for the maintenance services. The identification shall be furnished at CONTRACTOR's expense and shall include at a minimum of an approved ANSI Class 3 safety vest with company name and/or name badges as approved or specified by COUNTY. All vehicles used by the maintenance personnel shall be clearly marked with CONTRACTOR's company name and phone number. All vehicles and equipment must have current registration and insurance as required by law and regulations.
- E. Traffic shall be maintained per NDOT Traffic Control Plan. Travel lanes shall only be closed while active work is taking place.

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

## **1.8 WARRANTY**

- A. CONTRACTOR shall warranty all plant and landscape materials; all irrigation and all related items of work during the term of this contract. This warranty shall include defects including death, unsatisfactory growth and damage, except for abuse or damage by others, unusual phenomena or incidents that are beyond the control of the CONTRACTOR. These shall be documented on the Daily Maintenance Checklist including digital photos.

## **PART 2 - PRODUCTS**

### **2.1 PLANT AND LANDSCAPE PRODUCTS**

#### **A. CHEMICALS**

- 1. All chemicals, including fertilizers, insecticides, fungicides and herbicides shall be approved for use by all regulatory agencies, including the Environmental Protection Agency (EPA).
- 2. CONTRACTOR shall submit a list of all chemicals, including fertilizers, insecticides, fungicides and herbicides to be used on site. CONTRACTOR shall furnish without charge, samples of any chemicals upon Owners request.

#### **B. SOIL AND AMENDMENTS**

- 1. CONTRACTOR shall provide new import soil and soil amendments as needed. Imported soil shall be a sandy-loamy texture with no gravel particles. Soil shall be free of roots, turf, stones and extraneous materials over one-inch (1") in diameter, weed and materials harmful or toxic to tree growth. CONTRACTOR shall amend the existing or new soil as necessary to support tree life.

#### **C. PLANTS AND LANDSCAPE MATERIALS**

- 1. Plants shall be sound, healthy, vigorous, free of noxious weeds, disease, insects, pests, eggs, and shall have a healthy normal root system. Plants shall comply with all state and local regulations. Plants shall have inspection certificate, stamp or statement that agricultural officials in the originating state have inspected the trees and found them to be free of insects and disease. Plant Materials shall conform to the requirements of the "Horticultural Standards" of the American Association of Nurserymen as to genus, species, variety, size, and age.
- 2. Rock mulch shall be the same size(s), color(s) and type(s) as exists on the project site, or as directed by COUNTY in writing.
- 3. Tree Stakes. Materials used for staking trees shall match existing tree stakes, or the details provided in Construction plans or as directed by COUNTY in writing.
- 4. CONTRACTOR shall provide replacement plant material and other landscape improvements of the size, genus, species, variety, form and quality to match the existing material.
  - a. If a species of plant is not available, CONTRACTOR shall submit a substitution to COUNTY for approval.
  - b. If the size of the plant is not available, a tree larger than the original tree may be used if it complies in all other respects.

**D. PLANT AND LANDSCAPE REPAIR AND REPLACEMENT**

1. CONTRACTOR shall provide replacement landscape components, equipment and labor as needed to replace removed, damaged, worn or failing components. CONTRACTOR shall replace all damaged, worn or failing components within 24 hours from the time that the defect or damage is discovered or reported, unless approved otherwise by COUNTY in writing.

CONTRACTOR shall provide replacement of plants and rock mulch, equipment and labor as needed to replace dead, removed or damaged plant and rock material. CONTRACTOR shall replace all dead, removed or damaged plant and rock material within five (5) calendar days of the discovery, unless approved otherwise by COUNTY in writing. Failure to identify and/or resolve a defect or damage within the above stated timeframe as identified herein shall result in a penalty of \$ \$200 per day and shall be deducted from any monies owed the CONTRACTOR.

2. CONTRACTOR shall provide materials, equipment and labor as necessary for the landscape maintenance, landscape care and preventative landscape care. All maintenance materials, equipment and labor necessary to maintain the plants and landscape, irrigation, rock mulch, and lighting shall be included and incidental to each of the Bid Line Items for both S.I.D. and Non S.I.D. areas. No additional payments will be made for any of the above work items.

**2.2 IRRIGATION PRODUCTS**

**A. IRRIGATION COMPONENTS**

1. Irrigation replacement parts shall be free from defects. The manufacturer model and size of parts shall match existing irrigation components unless directed otherwise by COUNTY in writing.

**B. IRRIGATION REPAIR AND REPLACEMENT**

2. CONTRACTOR shall provide replacement irrigation parts, equipment and labor as needed to replace damaged, worn or failing components. CONTRACTOR shall replace all damaged, worn or failing components within 24 hours from the time that the defect or damage is discovered or reported, unless approved otherwise by COUNTY in writing. All maintenance materials, equipment and labor necessary to maintain the irrigation system shall be included in the cost of the landscape maintenance and paid for by the CONTRACTOR. Failure to identify and/or resolve a defect or damage within the above stated timeframe as identified herein shall result in a penalty of \$ \$200 per day and shall be deducted from any monies owed to CONTRACTOR.

**2.3 LANDSCAPE LIGHTING PRODUCTS**

**A. LANDSCAPE LIGHTING AND LAMP COMPONENTS**

1. Landscape lighting replacement parts shall be free from defects. The manufacturer, model, material, size and color of parts shall match the existing lighting components unless directed otherwise by the County in writing.

**B. LANDSCAPE LIGHTING REPLACEMENT**

1. The Contractor shall provide replacement lighting parts, equipment and labor as needed to replace damaged, worn or failing components. The Contractor shall replace all damaged, worn or failing components within 24 hours from the time that the defect or damage is discovered or reported, unless approved otherwise by the County in writing. All maintenance materials, equipment and labor necessary to maintain the landscape lighting shall be included in the cost of the landscape maintenance and paid for by the Contractor. Failure to identify and/or resolve a defect or damage within the above stated timeframe as identified herein shall result in a penalty of \$200.00 per day and shall be deducted from any monies owed the Contractor.

**PART 3 – EXECUTION**

**3.1 PLANT AND LANDSCAPE MAINTENANCE**

**A. CHEMICAL APPLICATIONS**, including fertilization, weed control, pest and disease control.

1. Professionally trained, certified and licensed operators shall perform all chemical applications.

2. All product label directions must be read and strictly followed. All state and local regulations shall be followed. All regulations and safety precautions shall be observed including those listed in the guide entitled *Apply Pesticides Correctly*. Safety devices, equipment and protective clothing shall be used.
  3. The use of pesticide chemical methods requires the applications to be performed by a licensed Nevada Certified Pesticide Applicator with a valid Nevada certification/license.
  4. Protect all plant material and structures from damage from the use of any fertilizer or other chemical, including spray drift and lateral leaching. CONTRACTOR shall repair any damage that is a result of mishandling or misuse of materials at CONTRACTOR's expense. Lateral leaching shall be corrected and any soils affected shall be conditioned with activated charcoal as necessary to ensure the soil's ability to support plant life at CONTRACTOR's expense.
  5. Weather shall be monitored by CONTRACTOR and applications shall be made according to the manufacture's recommendations.
  6. Only equipment made for the specific chemical shall be used for its application. All chemical application equipment shall be properly calibrated and maintained prior to use.
  7. Labels (MSDS Sheets) shall be available on site for all fertilizers and chemicals upon request.
  8. Records of all operations shall be kept on file by CONTRACTOR for a minimum of 3 years. These records shall include, but not limited to, application dates, times, methods of applications, chemical formulations, quantities, applicator's name and weather conditions, upon request CONTRACTOR will provide chemical operation records to COUNTY.
  9. All chemicals requiring a special permit for use must be registered with the State of Nevada and a permit obtained with a copy of the permit provided to COUNTY.
  10. Chemicals shall only be applied after the product has been approved for use by COUNTY in writing.
- B. FERTILIZING**
1. Fertilizing shall take place a minimum of twice per year (April and September) or as necessary to maintain healthy and vigorous growth of plant materials or as may be indicated by tree health decline or other conditions. Applications of fertilizer's shall be tracked on the Chemical Product Usage Log and shall be provided to the P.A. Non-compliance of the minimum requirement shall result in a penalty of \$200 per day and shall be deducted from any monies owed the CONTRACTOR.
- C. WEED CONTROL**
1. Weeds shall be removed on a regular and continuous basis, either manually or chemically, in all landscape areas, including those areas, which only have rock ground cover. If herbicides are to be used, they shall be used in accordance with the manufacture's written instructions and recommendations.
  2. Chemical application shall be applied in a manner not to drift more than six inches (6") by spot treatment with a portable sprayer. Water shall not be applied to treated areas for a minimum of forty-eight (48) hours after each application or in accordance with the manufacturer's recommendations.
- D. DISEASE, INSECT AND RODENT CONTROL**
3. All landscaped areas shall be maintained, free of disease, insects and pests that could cause harm to plant materials, irrigation equipment, lighting equipment or structures on site.
  4. CONTRACTOR shall inspect all plants for past and present disease and pest infestation and all landscape areas for pest and rodent presence each time there is maintenance personnel on site.
  5. All areas shall be maintained free from rodents including, but not limited to gophers, ground squirrels, rats and mice.

6. CONTRACTOR shall notify COUNTY immediately of any disease, insects, or rodents that are present. When pests or disease are found, the CONTRACTOR shall promptly apply all necessary insecticides, fungicides, bactericides, poison baits or other safe, commonly approved extermination methods that meet all regulatory requirements. Chemical, Integrated Pest Management, or use of insecticidal soaps are acceptable methods providing all methods used meet all regulatory requirements
7. No restricted pesticides shall be used without consent from the proper authorities and written permission from COUNTY.

E. ROCK MULCH

1. CONTRACTOR shall regularly review the existing rock mulch for uniformity and depth.
2. The edge of the rock and rock areas shall be kept to a neat and uniform line adjacent to, but not limited to sidewalks, drives, curbs, all lighting controllers, valve boxes, meter boxes, backflow devices and other irrigation, lighting and utility obstacles. Ensure no rock is outside of the landscape areas.
3. Replace or relocate rock mulch, including river rock, dry river bed rock and boulders that has been removed or displaced. Maintain the existing depths as noted on the Construction plans. Replacement of rock shall occur within five (5) calendar days of defect discovery unless approved otherwise in writing by COUNTY. Failure to identify and/or resolve a defect or damage within the above stated timeframe as identified herein shall result in a penalty of \$200 per day and shall be deducted from any monies owed the CONTRACTOR.
4. No rock shall touch the base of trunk of any tree or shrub.

F. TREE AND PLANT CARE

1. Maintain all plants in a vigorous, thriving condition by irrigating appropriately, pruning, weeding, cultivating, fertilizing and any other necessary operations.
2. All trees and shrubs are to be maintained as close to their natural forms as possible.
3. CONTRACTOR shall inspect all plants and planting areas each time there is maintenance personnel on site during the maintenance period.
4. CONTRACTOR shall replace all dead, dying or declining plant materials or other landscape improvements within five (5) calendar days unless agreed otherwise by COUNTY in writing. The plant must be approved by COUNTY prior to installation. Failure to identify and/or resolve a defect or damage within the above stated timeframe as identified herein shall result in a penalty of \$200 per day and shall be deducted from any monies owed the CONTRACTOR.
  - a. Replace plant if over ¼ of the original foliage is dead or missing. Replace dead or dying plant material not in a vigorous, thriving condition.
  - b. Replace plants that have been damaged or neglected, thereby impacting the plants, health, shape, size, form and/or uniformity, including plants that have been deemed such by COUNTY.
  - c. Plants shall be installed in accordance with the planting details provided in the Plan Set.
5. All replacement plants shall be subject to inspection and acceptance by COUNTY prior to installation. CONTRACTOR shall provide 72 hour notice to COUNTY for new plant inspection.
6. Newly planted trees are to be installed with a waterproof tag with the new maintenance date (the date of the new installation). Refer to construction files for planting details.
7. All plant materials replaced by CONTRACTOR shall be guaranteed to live and remain in healthy condition to the end of his contract, or 90 days, whichever is longer.
8. Any tree or shrub which is downed, dead or needs to be relocated shall be removed, including the root ball and any roots over 2" diameter, and disposed of off-site in a legal manner.
9. Trees and shrubs in the Non S.I.D. area north of U.S. 95 without an irrigation system shall be watered by hand or with water truck as needed to maintain vigorous growth and plant health as part of the maintenance contract. No additional payments will be made for any of the above work items.

G. GENERAL PRUNING

1. The intent of pruning is to produce a natural, informal look that emphasizes the best aesthetic, natural appearance of the plants. Heavily pruned, sheared or balled shapes are not permitted. Prune trees and shrubs to encourage healthy growth habits.
2. All equipment utilized shall be clean, sharp and expressly designed for the pruning or trimming of the plants to be pruned or trimmed. Under no circumstances shall hedge shears be used for pruning.
3. The initial steps of pruning shall be the removal of dead wood, weak, diseased, insect-infested and damaged limbs. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways. Landscape shall be maintained to prevent interference with corner sight visibility zones and with any traffic control devices or signs abutting the roadway.
4. Prune plant materials to maintain access and safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.
5. All cuts shall be made close and flush, if possible, to the parent stem so that healing can begin quickly under normal conditions. All wounds one inch (1") in diameter or greater shall be painted with commercial tree paint immediately after pruning.
6. All dead, diseased, and unsightly branches or other growth shall be removed as they develop.
7. Remove and legally dispose of all clippings the same day that the plant materials are pruned or trimmed.
8. All damaged plants shall be reported to COUNTY on the Daily Maintenance Checklist.
9. Any plants damaged by CONTRACTOR due to trimming or pruning methods shall be replaced with plants of the same size, form, genus, species and variety at the expense of CONTRACTOR.
10. CONTRACTOR shall follow all safety requirements and regulations for workers, the public and vehicular traffic.

H. TREE PRUNING

1. A Certified Arborist shall perform all tree trimming.
2. Trees are to be pruned and trimmed in accordance with the accepted industry standards.
3. Prune and trim trees as necessary to provide healthy trees and to allow for clearances noted herein or as required or requested by COUNTY.
4. Maintain trees to achieve a sixteen-foot (16') clearance for trees with branches overhanging beyond the landscape area or curb line into the paved section of roadways. Trees at these conditions are to be pruned as needed to maintain the specified clearance or as requested by COUNTY.
5. Use the three step pruning technique shown in Pruning, Planting and Care.
  - a. Prune no more than 20% of a trees canopy at one time. Allow two (2) months minimum between prunings. If possible, do not prune in summer.
  - b. Keep lower branches in place to develop caliper of main trunk(s). If these lower branches start to become dominant, remove them.
  - c. Prune to develop form: remove crossing branches and Awater-sprouts≡ and off-balance growth unless removal will result in large gaps in the general appearance of the tree.
  - d. Prune to remove narrow branching patterns. Ten o=clock and two o=clock angles are preferred.
  - e. Do not top trees.
  - f. Prune to remove off-balance growth.

- g. Trim trees to reduce wind damage from late August to late September and from early February to mid-March.
- h. Pruning shall be performed in Late Winter whenever possible, just prior to spring growth surges.
- i. Prune pine trees up to (2) feet above finished grade unless directed otherwise by COUNTY.
- j. Remove all branches that present a hazard immediately.

I. SHRUB PRUNING

- 1. Shrubs are to be pruned and trimmed in accordance with the accepted industry standards.
- 2. Prune full, desert shrubs such as Sennas, Leucophyllums and Salvias using the Two-Step Naturalistic approach in *Pruning, Planting and Care*. CONTRACTOR shall prune back shrubs that freeze to ground in winter after the coldest part of winter has passed such as Caesalpinia spp. And Salvia spp.
- 3. Prune back frost damaged plants in later winter just before dormancy breaks such as Lantana spp. And Verbena spp.
- 4. Prune back shrubs that will flower on this year=s growth just prior to breaking winter dormancy.
- 5. Prune back shrubs that will flower on the last year=s growth after they bloom, such as Cassia spp. And Sophora spp.
- 6. When in doubt about flowering sequence prune after flowering.
- 7. Hardy non-blooming shrubs such as Xylosma, Photinia, Myrthus, and Euonymus shall be pruned in February and March.
- 8. Do not prune plants prior to flowering unless necessary to remove a hazardous condition.
- 9. Whenever possible prune in late winter to remove off-balance growth.
- 10. Cut back grasses such as Muhlenbergia spp. and Pennisetum spp. in February to within 6" of the ground.
- 11. Remove spent blossoms (dead-head) flowering plants such as Tetraneuris Acaulis, Baileya Multiradiata and Penstemon spp.
- 12. Restrict growth of shrubbery adjacent to streets and within the vehicular site visibility zone to no greater than 30" above the adjacent street grade and as required by Clark County and NDOT.
- 13. CONTRACTOR shall perform a late winter clean-up of deciduous and frost-damaged shrubs.

J. TREE STAKING

- 1. CONTRACTOR shall be responsible for inspecting tree staking regularly.
- 2. CONTRACTOR shall install missing or damaged stakes as an included cost to the landscape maintenance contract where tree diameter is less than three inches (4") or when trees show need of support (i.e. necessary for wind protection).
- 3. Install stakes on new trees in accordance with the Construction plans.
- 4. Stakes shall not be located closer than eight inches (8") from the trunk of any tree.
- 5. Stakes and ties to be located so no chafing of the bark occurs.
- 6. Stakes and ties shall be adjusted (tightened, loosened or relocated) as necessary to prevent damage to the tree and to promote healthy growth.
- 7. Stakes may be removed from a tree once it is able to support itself.

K. PLANT WATERING

1. All plants shall be irrigated as required to maintain adequate water to each tree for adequate growth and healthy appearance. Trees on the Non S.I.D. area north of U.S. 95 without an irrigation system shall be watered by hand or with water truck as needed to maintain vigorous growth and plant health as part of the maintenance contract.
2. The water provided for irrigation shall be clean water, free of pollutants and contaminants.
3. The delivery of water to the plant shall include, but are not limited to, hand watering, automatically controlled irrigation valves, the bleeding of valves, and by water truck.
4. Apply water in conformance with seasonal conditions and water conservation measures to keep appropriate water levels in tree root zones at all times while avoiding over-watering.

L. SOIL LEACHING

1. In March and July of each year apply extra water through irrigation system to soil to leach salts below root zones of plants.
2. CONTRACTOR shall schedule the time with COUNTY and monitor the application of extra water to provide soil leaching of salts below the root zones of the plants without allowing water to surface flow.

**3.2 SITE INSPECTION AND CLEAN-UP**

A. LITTER AND DEBRIS REMOVAL

1. Inspect for and remove litter and debris daily. Remove all litter including, but not limited to, paper, cigarette butts, glass, trash, leaves, animal carcasses, animal feces, plant branches, hazardous materials and other undesirable debris within the landscape areas and other areas to be maintained, including, but not limited to walkways, curbs, gutters, adjacent and around planted areas, rock mulch, river rock, native dirt areas, drains, and catch basins. Litter and debris removal shall also include the removal of illegal postings. Dispose of all litter, hazardous materials and debris legally.
2. Follow all safety requirements and regulations for workers, the public and pedestrian and vehicular traffic.
3. Bags of debris shall be removed from the site by the end of the work day and disposed of in a legal manner.
4. Litter and debris removal shall begin as COUNTY deems practical, but in no case shall begin later than seven (7) days following the Notice To Proceed to CONTRACTOR.

B. VANDALISM AND DAMAGE

1. CONTRACTOR shall review the project site daily for vandalism and damage to all elements on the project site including those that are not a part of the landscape maintenance scope, including graffiti on and damage to utilities, lighting, roadways, road barriers, curbs, walkways signs, boulders, walls, site furniture, posts, drainage components and other structures. Any vandalism or damage shall be noted in the Daily Maintenance Checklist. CONTRACTOR shall provide digital images of vandalism and damages with the Daily Maintenance Checklist.
2. CONTRACTOR shall immediately report vandalism or damage to COUNTY.
3. Graffiti removal and painting services shall be provided by COUNTY and shall be excluded as part of the landscape maintenance contract.

**3.3 IRRIGATION SYSTEM MAINTENANCE**

A. GENERAL IRRIGATION MAINTENANCE

1. The irrigation system for the project shall be operated, monitored, maintained and managed by CONTRACTOR for the duration of the maintenance Contract. CONTRACTOR shall maintain the irrigation system in an operational state at all times.
2. The Irrigation system is a drip irrigation system controlled by a Calsense Control System and is the responsibility of CONTRACTOR to provide the items below.

3. CONTRACTOR shall provide a laptop computer with the Calsense Control System software for use during the duration of the landscape maintenance period, which shall be included in the price of the contract. A Smart phone with connection capabilities to the Calsense control System is acceptable as well. CONTRACTOR is responsible for providing and paying for a dedicated telephone line and services to the compute.
  - a. Computer shall be used for the sole purpose of the irrigation control, electronic documentation, recording changes to the Construction files and monitoring scope of work.
  - b. CONTRACTOR shall turn over the laptop, with all software and project related information to COUNTY at the conclusion of the contract.
4. CONTRACTOR shall be responsible for, but not limited to, the daily monitoring and operation of the irrigation system via the Calsense Control System. CONTRACTOR shall provide reports generated by the Calsense Control System each month with CONTRACTOR's monthly invoice, including the following;
  - a. Monthly Water Budget Report
  - b. Monthly Water Consumption Report
  - c. Daily Alarm Reports
  - d. ET Adjustment Reports
5. CONTRACTOR shall be responsible for maintaining an adequate inventory of spare parts to meet the time frames stated within the contract for replacement or repairs. Replacement parts shall be free from defects. The manufacturer, model, material, and size shall match the existing irrigation system. Spare parts inventory is incidental to the contract and no additional payments will be made unless approved by COUNTY.
6. All equipment shall be repaired when possible. If the equipment cannot be repaired, a new component shall be installed on a permanent basis. CONTRACTOR shall turn over all damaged, defective and replaced parts to COUNTY, unless directed otherwise by COUNTY in writing.
7. CONTRACTOR shall react to emergency conditions 24 hours per day, 7 days per week, such as a broken irrigation line.
8. CONTRACTOR shall thoroughly inspect all irrigation areas at least one (1) time per week during the maintenance period, including the visual inspection of the emitters and valves. Inspect the system more often if the irrigation system shows signs of disrepair. CONTRACTOR shall submit his/her findings on the Weekly Maintenance Checklist.
9. Damaged, worn, vandalized or malfunctioning irrigation components shall be repaired or replaced the same day that the component's defect has been discovered.
10. Do not allow run-off or ponding which may be considered water waste by the Las Vegas Valley Water District. CONTRACTOR shall be responsible for all water related fines due to water runoff. Any fines incurred by COUNTY shall be deducted from any monies owed to CONTRACTOR.
11. Las Vegas Valley Water District (LVVWD) has implemented a program to prevent water waste from the landscapes. LVVWD first provides a warning for water that sprays or flows off of the property. If the matter is not corrected the property owner is fined by LVVWD. Fines are attached to the owner's water bill for each violation. If any water waste fines occur during the maintenance period, the fines and associated administration cost will be deducted from any monies owed to CONTRACTOR. It is important that excellent water management procedures are adhered to during the maintenance period to prevent such fines or fees. Once the landscape maintenance period is completed and accepted in writing by COUNTY, CONTRACTOR will be released of the maintenance duties and water violations that occur following the release date. The monies for these fines will be deducted from any monies that are due or become due to Contract for Landscaping Maintenance.
12. Irrigation lines 2" or smaller is incidental to the contract and is the responsibility of CONTRACTOR to repair as part of the contract unless acted upon by external forces.

**B. BACKFLOW PREVENTERS**

1. Pressure supply line(s) within each area for irrigation has been connected downstream of the water meter and the backflow prevention device. Clark County and/or Las Vegas Valley Water District (LVVWD) are responsible for proper water meter and backflow prevention device operation.
2. CONTRACTOR is responsible for immediately notifying a COUNTY and a LVVWD representative in the event of an operational breakdown relating to the meter and/or backflow prevention device. Any backflow preventer repair or replacement must be coordinated and approved by COUNTY prior to any work.
3. CONTRACTOR shall be responsible to make any repairs to the pressure supply line damaged as a result of the meter or backflow prevention defect(s) as an included cost to the landscape maintenance and paid for by CONTRACTOR.

**C. VALVES**

1. Gate and Ball Valves: CONTRACTOR shall check and verify that all gate and ball valve are fully functional at least once a month and shall repair or replace the valves if necessary.
2. Quick Coupling Valves: At least once a month, CONTRACTOR shall check and verify that each quick coupling valve is fully functional and shall repair or replace the valves if necessary.
3. Drip Control Valve Assemblies: At least once a month, CONTRACTOR shall check and verify that all drip valve assemblies, including the electric control valve, pressure regulator, wye strainer, ball valve and wire splice, are fully functional and shall repair or replace any or all portions of the drip valve assemblies if necessary.
  - a. CONTRACTOR shall clean each 'wye' filters quarterly or as necessary to maintain a fully functional irrigation system. Damaged or broken screens shall be replaced immediately.
4. Valve Boxes: CONTRACTOR is responsible for verification that each and every valve box is properly identified, bolted and undamaged. Damaged valve boxes and/or valve box lids shall be repaired or replaced the same business day that the defect is discovered.
  - a. Valve box lids that require replacement shall be marked with the appropriate station identification in the same manner as the existing valve box lids on the project. If the identification for valve box lids varies within the project area, notify COUNTY for direction on how to mark the valve box lid.
5. Air Relief Valves and Drain Valves: CONTRACTOR shall inspect the air release valves and drain valves at least bimonthly (once every other month). Ensure that they are free and clear from all debris and dirt and fully functional.
6. Damaged or malfunctioning valves and/or valve assembly components shall be repaired or replaced the same business day as the defect is discovered.

**D. EMISSION DEVICES**

1. CONTRACTOR shall flush, repair and/or replace drip tubing as needed. Drip tubing that that is defective, shall be repaired or replaced within 24 hours that the defect is discovered.
2. CONTRACTOR shall visually inspect proper emitter operation at least once a week. The CONTRACTOR shall adjust all emitters for correct coverage of water to the root balls of plants and to prevent the discharge of water onto hardscape surfaces and private property. Emitters shall be adjusted to prevent excessive run-off, excessive ponding, and erosion.
  - a. Emitters that require replacement shall be replaced immediately.

E. IRRIGATION SYSTEM INSPECTION (FLUSHING AND TESTING)

1. Once a year, as necessary or as requested by COUNTY, CONTRACTOR shall complete a full field inspection of the entire irrigation system. CONTRACTOR shall activate the entire irrigation system for a short period of time to correctly inspect the full system, including the pressure loss, all valves and valve assemblies, emitters and irrigation lines. As a part of the full field inspection, CONTRACTOR shall flush the irrigation system using the end flush valves with a minimum of 50 PSI static water pressure.
2. CONTRACTOR shall notify the COUNTY of the field inspection 48 hours in advance for their possible attendance

F. AUTOMATIC CONTROLLERS

1. The Calsense Control System consists of a computer using specialized irrigation software within a Windows operating system. The computer must maintain a telephone communication link dedicated for the use by the Calsense Control System computer.
2. CONTRACTOR is responsible for providing personnel fully trained in all phases of water management, including, but not limited to the operation, interpretation and expertise in Calsense controlled irrigation systems and water management. The qualified individual shall be able to operate the Calsense Control System, interpret all data such as report errors, communication reports, and shall be able to make day-to-day adjustments to irrigation schedules using evapotranspiration rates and real weather data.
3. CONTRACTOR shall maintain within each controller unit, one (1) current controller chart, showing the valve identification number, the valve size, the type of valve and the irrigation zone (area). In addition, each wire within the controller shall be correctly labeled within one inch (1") of the end of the wire.
  - a. The wire labeling shall be checked at the beginning of the maintenance contract and reviewed quarterly, the last time being within thirty (30) days of the end of the maintenance contract.
4. It is CONTRACTOR's responsibility to trace any communication cable failures, identify the source of the problem and repair or replace faulty communication cable as needed to match the existing.
5. CONTRACTOR shall review the controller schedules as adjusted by the Calsense Control System in conjunction with on-site inspections and plant health to ensure that the Calsense Control System is functioning properly.
6. CONTRACTOR is responsible to schedule the irrigation controller(s) to comply with the watering requirements and restrictions of the Southern Nevada Water Authority.

G. FLOW SENSORS

1. CONTRACTOR is responsible to monitor and verify the full operable capacity of all flow sensors and to repair and replace as necessary.

**3.4 LANDSCAPE LIGHTING MAINTENANCE**

A. GENERAL LANDSCAPE LIGHTING MAINTENANCE

1. CONTRACTOR shall provide maintenance for the landscape lighting system including, but not limited to, the operation and maintenance of the light fixtures, lamps, photocells, posts, and any appurtenant structures and equipment related to the landscape lighting equipment or listed herein.
2. The landscape lighting to be maintained under this contract shall be kept in good and operational condition as to pose no undue risk or inconvenience to the public.
3. CONTRACTOR shall inspect the landscape lighting system at least one (1) time per week to insure that all light fixtures and lamps are properly aimed and in good working condition; and to insure that all appurtenant equipment and systems are working properly. Verify that all photocells are not obstructed and are operating.
4. At least once a week, CONTRACTOR shall inspect other lighting and lighted signs on the site, not included in maintenance contract, for damage, vandalism, lamp operation and sign operation only. Report any damage or operational defects in the Daily Maintenance Report.
5. CONTRACTOR shall clean all the light fixtures at least once a month, including the fixture and lens.

6. Report any vandalism, including damage or graffiti associated with any lights on the site to COUNTY immediately.

**B. REPAIRS AND REPLACEMENT**

1. Landscape lighting replacement fixtures and parts shall be free from defects. The manufacturer, color, model and size of parts shall match the existing lighting components, unless directed otherwise by COUNTY in writing.
2. CONTRACTOR shall be responsible to make repairs to landscape lighting system including, but not limited to, replacing lenses, ballasts, capacitors, starters, lamps, shields, lamp housings, ballast housings and conduits.
3. The painting of landscape lighting is excluded from the landscape maintenance. CONTRACTOR shall notify COUNTY if a light fixture may need new paint. Identify this with a digital image and on the Daily Maintenance Checklist.
4. All repairs or replacements of the landscape lighting system shall be completed the same business day of the discovery or notification by COUNTY to make repairs.
5. CONTRACTOR shall turn over all damaged parts to COUNTY.

**C. LANDSCAPE LIGHTING INVENTORY**

CONTRACTOR shall be responsible for maintaining an adequate inventory of spare parts to meet the time frames stated within the contract for replacement or repairs. Replacement parts shall be free from defects. The manufacturer, model, material, size, and color shall match the existing irrigation system. Spare parts inventory is incidental to the contract and no additional payments will be made unless approved by COUNTY.

**3.5 CLEANUP AND PROTECTION**

- A. During landscape maintenance work, keep the work area in a neat, clean and safe condition.
- B. Upon completion of any portion of the work, CONTRACTOR shall promptly remove all of his equipment, temporary structures, traffic control devices and surplus materials not to be used at or near the same location during later stages of work during the same day. Upon completion of the work each day that work is performed, CONTRACTOR, at his own expense, satisfactorily dispose of all debris, rubbish, unused materials and other equipment and materials belonging to CONTRACTOR or used in the performance of the work in a legal manner. CONTRACTOR shall leave the work site and premises in a neat, clean and safe condition.
- C. In the event of CONTRACTOR's failure to comply with the forgoing, the same work may be accomplished by COUNTY at CONTRACTOR's expense.

**3.6 INSPECTION AND CLOSE-OUT**

- A. Within the last sixty (60) days of the contract, CONTRACTOR shall coordinate an on-site inspection with COUNTY:
  1. Submit the completed Inventory Plans with all redlines incorporated into a clean set of legible plans. Inventory Plans shall be submitted to COUNTY prior to the on-site inspection.
  2. Schedule an on-site inspection with COUNTY's Representative. Provide COUNTY fourteen (14) calendar days to schedule the inspection day and time. This inspection shall take place no later than two (2) weeks prior to the end of the contract. This inspection shall be for the purposes of developing a "punch list" of items requiring correction, repair or completion.
- B. COUNTY shall compile "punch list" items from the inspection and provide to CONTRACTOR within seven (7) calendar days of the inspection.
- C. Scheduled completion of the "punch list" items by CONTRACTOR shall not exceed twenty-one (21) days from the date of the punch list letter or as agreed to by COUNTY. When all "punch list" items have been completed by CONTRACTOR, CONTRACTOR shall notify COUNTY in writing who will verify the completion.

1. Failure of CONTRACTOR to complete the "punch list" within the stated time shall be cause for \$200.00 per day from any monies owed the CONTRACTOR.
2. Should COUNTY be required to perform a second inspection or subsequent inspections, either "punch list" or final, because of failure of work to be complete, CONTRACTOR shall compensate COUNTY for any costs incurred by the second and any subsequent inspections.

**END OF SECTION**

# DAILY MAINTENANCE CHECKLIST

Date: \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

<b>Task</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Notes:</b>
	<b>Y N</b>					
Litter & Debris Removal	<input type="checkbox"/> <input type="checkbox"/>	_____				
Tree Inspection	<input type="checkbox"/> <input type="checkbox"/>	_____				
Rock Mulch Inspection	<input type="checkbox"/> <input type="checkbox"/>	_____				
Disease & Pest Inspection	<input type="checkbox"/> <input type="checkbox"/>	_____				
Visual Site Inspection (lights, vandalism, Irrigation, etc.)	<input type="checkbox"/> <input type="checkbox"/>	_____				
						_____
Weed Inspection and Eradication	<input type="checkbox"/> <input type="checkbox"/>	_____				
						_____
Irrigation Monitoring via Central Control System	<input type="checkbox"/> <input type="checkbox"/>	_____				
						_____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

**WEEKLY  
MAINTENANCE CHECKLIST**

Dates: \_\_\_\_\_ through \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

<b>Task</b>	<b>Y</b>	<b>N</b>	<b>Notes:</b>
Thorough Irrigation Inspection (inc. emitters)	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____ _____ _____
Lighting System Inspection (inc. re-aiming as needed)	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____ _____ _____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

**MONTHLY  
MAINTENANCE CHECKLIST**

Dates: \_\_\_\_\_ through \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

<b>Task</b>	<b>Y</b>	<b>N</b>	<b>Date:</b>	<b>Notes:</b>
Gate and Ball Valves Inspection	<input type="checkbox"/>	<input type="checkbox"/>		_____
Quick Coupling Valves Inspection	<input type="checkbox"/>	<input type="checkbox"/>		_____
Drip Valve Assemblies Inspection	<input type="checkbox"/>	<input type="checkbox"/>		_____
Irrigation Report	<input type="checkbox"/>	<input type="checkbox"/>		_____
Clean Landscape Lighting Fixtures	<input type="checkbox"/>	<input type="checkbox"/>		_____
				_____
				_____
				_____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

# BIMONTHLY MAINTENANCE CHECKLIST

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**Bimonthly: once every other month.**

Dates: \_\_\_\_\_ through \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

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<b>Task</b>	<b>Y</b>	<b>N</b>	<b>Notes:</b>
Air Relief Valve Inspection	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____
Drain Valve Inspection	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____ _____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

**QUARTERLY  
MAINTENANCE CHECKLIST**

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Dates: \_\_\_\_\_ through \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

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<b>Task</b>	<b>Y</b>	<b>N</b>	<b>Date:</b>	<b>Notes:</b>
Irrigation Wire Labeling Inspection	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____ _____
Wye Filter Inspection and Cleaning	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____ _____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

# SEMI-ANNUAL MAINTENANCE CHECKLIST

Dates: \_\_\_\_\_ through \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

\_\_\_\_\_

<b>Task</b>	<b>Y</b>	<b>N</b>	<b>Notes:</b>
Tree Pruning (as necessary)	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____
Soil Leaching (March & July)	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____ _____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

# ANNUAL MAINTENANCE CHECKLIST

Dates: \_\_\_\_\_ through \_\_\_\_\_

Name(s) of Maintenance Personnel \_\_\_\_\_

<b>Task</b>	<b>Y</b>	<b>N</b>		<b>Notes:</b>
Tree Pruning (as necessary)	<input type="checkbox"/>	<input type="checkbox"/>	Date:	_____
Shrub Pruning	<input type="checkbox"/>	<input type="checkbox"/>	Date:	_____
Irrigation Field Inspection and Flushing	<input type="checkbox"/>	<input type="checkbox"/>	Date:	_____
				_____
Inventory Plan	<input type="checkbox"/>	<input type="checkbox"/>	Date:	_____
Final Site Inspection	<input type="checkbox"/>	<input type="checkbox"/>	Date:	_____

Provide notes regarding any actions taken, including maintenance services provided on an as needed basis. Include date of action taken. Note any site damage or other issues. Include any related photographic images.

# CHEMICAL PRODUCT USAGE LOG MAINTENANCE CHECKLIST

Date: \_\_\_\_\_

Time: \_\_\_\_\_

- FERTILIZER
- PEST/DISEASE CONTROL
- WEED CONTROL

Application Area: \_\_\_\_\_

Temperature: \_\_\_\_\_ Wind speed: \_\_\_\_\_

Product Name

EPA Number

Application Rate

Quantity

Applicator Name &

Certification Number

Provide a separate Chemical Product Usage Log for each application area and/or each application type.

Notes:

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Boulder Highway Maintenance  
Plant Inventory

EXHIBIT A

Plant Species	Plan Quantity	Median Island Number															Total
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Acacia Smallii (Sweet Acacia)	37																
Prosopis Glandulosa 'Maverick' (Maverick Thornless Mesquite)	0																
Cercidium 'Desert Museum' (Palo Verde)	43																
Vitex Angus-Castus (Chaste Tree)	47																
Chitalpa Tashkentensis (Chitalpa)	88																
Chilopsis Linearis (Desert Willow)	51																
Acacia Aneura (Mulga Tree)	58																
Sophora Secundiflora (Texas Loral)	80																
Existing Trees	0																
Tree Tally	<b>404</b>																
Acacia Redolens 'Desert Carpet' (Desert Carpet Acacia)	151																
Cassia Nemophila (Desert Cassia)	226																
Leucophyllum Candidum 'Thunder Cloud' (Thunder Cloud Sage)	131																
Leucophyllum Langmaniae 'Rio Bravo' (Rio Bravo Sage)	151																
Leucophyllum Laevigatum (Chihuahuan Sage)	89																
Baccharis Hybrid 'Starn Thompson' (Thompson Baccharis)	473																
Muhlenbergia Rigens (Deer Grass)	1018																
Muhlenbergia Capillaris 'Regal Mist' (Regal Mist Deer Grass)	931																
Dalea Greggii (Trailing Indigo Bush)	835																
Hesperaloe Parviflora 'Duette' (Red/Yellow Hesperaloe)	118																
Dasyliion Acrotriche (Green Desert Spoon)	24																
Nolinia Microcarpa (Bear Grass)	16																
Convolvulus Cneorum (Bush Morning Glory)	116																
Lantana 'New Gold' (Lantana)	69																
Lantana Montevidensis (Trailing Lantana)	178																
Rosmarinus Officinalis 'Prostratus' (Prostrate Rosemary)	179																
Sphaeralcea Ambigua (Globemallow)	100																
Shrub/Grass Tally	<b>4805</b>																

Boulder Highway Maintenance  
Inventory

EXHIBIT A

Irrigation Components	Plan Quantity	Median Island Number															Total
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Controller	3																
ET gage	1																
Control Valves	0																
Flush Valves	0																
Flow sensors	0																
Quick Couplers	0																
Valve Boxes	0																
<b>Landscape Lighting Components</b>																	
Lighting controller	3																
Fixtures	400																
Outlets																	
Pull Boxes																	
Junction Boxes																	
Electrical Service Pedestal	3																
Water Meter	3																
Telephoe connection	3																











# CLARK COUNTY, NEVADA

## V - BID FORM

### BID NO. 603829-15 LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY

\_\_\_\_\_  
Name of Firm

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

BID SCHEDULE				
ITEM NUMBERS	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	TOTAL
329800.01	LANDSCAPE MAINTENANCE FOR SID AREAS	1	LS	\$
329800.02	329800.02 – LANDSCAPE MAINTENANCE FOR NON-SID (CC) AREAS (No irrigation system; no landscape lighting)	1	LS	\$
329800.03	ADDITIONAL MAINTENANCE WORK AS SPECIFIED	1	LS	\$ 40,000
	IRRIGATION SPECIALIST - OVERTIME	1	HOUR	\$
	LABOR - OVERTIME	1	HOUR	\$
TOTAL BASE BID				\$

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

# ATTACHMENTS TO BID FORM

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

1. Attachment 1, Subcontractor Information, is attached.

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	ADDRESS OF FIRM
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
FAX NUMBER OF AUTHORIZED REPRESENTATIVE	
EMAIL ADDRESS	DATE
<b>BUSINESS LICENSE INFORMATION:</b>	
CURRENT STATE                      LICENSE NO.	ISSUE DATE:                              EXPIRATION DATE:
CURRENT COUNTY:                      LICENSE NO.	ISSUE DATE:                              EXPIRATION DATE:
CURRENT CITY:                              LICENSE NO.	ISSUE DATE:                              EXPIRATION DATE:
NEVADA CONTRACTOR'S LICENSE NUMBER: _____	
DOLLAR LIMIT : _____	

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a  MBE  WBE  PBE  SBE  VET  DVET  ESB as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**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.

**ATTACHMENT 1  
BID NO. 603829-15  
LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY**

**SUBCONTRACTOR INFORMATION**

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

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

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

6. 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.

**ATTACHMENT 2  
BID NO. 603829-15  
LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY**

**INSURANCE REQUIREMENTS**

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

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after COUNTY's written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

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

3. COUNTY COVERAGE

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

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. and Landscape Maintenance for Boulder Highway (must be identified on the initial insurance form and each renewal form).
8. Certificate Holder  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.



POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: \_\_\_\_\_

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

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

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

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

**ATTACHMENT 3  
BID NO. 603829-15  
LANDSCAPE MAINTENANCE FOR BOULDER HIGHWAY**

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

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603829-15, entitled Landscape Maintenance for Boulder Highway;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada            )  
  )ss.  
County of Clark            )

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

\_\_\_\_\_  
Notary Signature  
STAMP AND SEAL

**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

<b>Business Entity Type (Please select one)</b>						
<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
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>						
<i>(Include d.b.a., if applicable)</i>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<i>(If different from above)</i>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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.


## DISCLOSURE OF RELATIONSHIP

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

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

\* County employee means Clark County, 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