CLARK COUNTY, NEVADA

CONTRACT FOR OPERATION AND MANAGEMENT
OF AN 18-HOLE PUBLIC GOLF COURSE

RFP NO. 601255-08

___

Billy Casper Golf

NAME OF FIRM

Peter Hill
CEO & Chairman

DESIGNATED CONTACT, NAME AND PROJECT
(Please type or print)

8300 Boone Blvd., Suite 350
Vienna, VA 22182

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

(703) 761-1444

(AREA CODE) AND TELEPHONE NUMBER

(703) 893-3504

(AREA CODE) AND FAX NUMBER

mcutler@billycaspergolf.com

E-MAIL ADDRESS
CONTRACT FOR OPERATION AND MANAGEMENT OF AN 18-HOLE PUBLIC GOLF COURSE

This Contract is made and entered into this 3rd day of March 2009, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and BILLY CASPER GOLF (hereinafter referred to as OPERATOR, for OPERATION AND MANAGEMENT OF THE DESERT ROSE GOLF COURSE (hereinafter referred to as GOLF COURSE).

WITNESSETH:

WHEREAS, the OPERATOR has the personnel and resources necessary to accomplish the GOLF COURSE within the requirements as defined in the Scope of Work, (Exhibit A).

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

NOW, THEREFORE, COUNTY and OPERATOR agree as follows:

SECTION I: RESPONSIBILITY OF OPERATOR

A. It is understood that in the performance of the services herein provided for, OPERATOR shall be, and is, an independent CONTRACTOR, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, OPERATOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by OPERATOR in the performance of the services hereunder. OPERATOR shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

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

C. OPERATOR acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. OPERATOR recognizes that if they or their subcontractors are found guilty by adjudication 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, age, disability, national origin, or any other protected status, the COUNTY may declare the OPERATOR in breach of the Contract, terminate the Contract, and designate the OPERATOR as non-responsible.

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

E. The OPERATOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the OPERATOR, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, OPERATOR shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of the OPERATOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. OPERATOR will not produce a work product which violates or infringes on any copyright or patent rights. The OPERATOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the COUNTY of any products or services furnished by OPERATOR shall not in any way relieve the OPERATOR of responsibility for the professional and technical accuracy and adequacy of its work. COUNTY’s review, approval, or
acceptance, or payment for any of OPERATOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and OPERATOR shall be and remain liable in accordance with the terms of this Contract and applicable law for actual damages to COUNTY caused by OPERATOR's failure to perform under this Contract.

G. OPERATOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by OPERATOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of OPERATOR be unable to complete his or her responsibility for any reason, the OPERATOR will replace him or her with a qualified person. If OPERATOR fails to make an appropriate replacement within 90 days, COUNTY may terminate this Contract for default.

H. The OPERATOR agrees that its officers and employees will cooperate with the COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

I. OPERATOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.

J. The OPERATOR agrees to provide the information on the attached Disclosure of Ownership/Principal's form prior to any contract award by the Board of County Commissioners.

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

SECTION II: RESPONSIBILITY OF OWNER

A. The COUNTY agrees that its officers and employees will cooperate with OPERATOR in the performance of services under this Contract and will be available for consultation with OPERATOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by OPERATOR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, Steven Corry, Parks and Recreation Department, telephone number (702) 455-8168 or their designee. COUNTY's representative may delegate any or all of his responsibilities under the Contract to appropriate staff members, and shall so inform OPERATOR by written notice before the effective date of each such delegation.

C. The review comments of COUNTY's representative may be reported in writing as needed to OPERATOR. It is understood that COUNTY's representative's review comments do not relieve OPERATOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. COUNTY shall, without charge, furnish to or make available for examination or use by OPERATOR as it may request, any data which COUNTY has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

OPERATOR shall return any original data provided by COUNTY.

E. COUNTY shall assist OPERATOR in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.

F. OPERATOR will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent OPERATOR.
SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. The COUNTY and OPERATOR may at any time, by written order, negotiate changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the OPERATOR's cost or time required for performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly. Any claim of the OPERATOR for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the OPERATOR of notification of change unless the COUNTY grants a further period of time before the date of final payment under this Contract.

B. No services for which an additional compensation will be charged by the OPERATOR shall be furnished without the written authorization of the COUNTY.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. In consideration for the grant of right to operate and manage the GOLF COURSE, COUNTY agrees to accept compensation from OPERATOR, as described in the Scope of Work (Exhibit A). It is expressly understood that the entire work defined in Exhibit A must be performed by the OPERATOR.

B. The operator agrees to provide compensation to the COUNTY on the following basis:

1. The operator shall pay a base fee to the COUNTY of $50,000 annually. In addition to the base fee the operator shall pay the COUNTY a percentage of the gross golf revenue. The gross golf revenue shall be defined as all revenue paid the operator as green fees, cart fees or for driving range use. The additional percentage shall be paid on revenue between or above the listed thresholds based on the following scale:

<table>
<thead>
<tr>
<th>Gross Golf Revenue</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,550,000 to $1,900,000</td>
<td>25%</td>
</tr>
<tr>
<td>$1,900,000 to $2,300,000</td>
<td>33%</td>
</tr>
<tr>
<td>Above $2,300,000</td>
<td>40%</td>
</tr>
</tbody>
</table>

2. The operator shall contribute an additional amount equal to 3% of the gross golf revenue to the COUNTY, which shall be placed in a separate capital fund. This fund shall be used exclusively for capital improvements at the course and for no other purpose. The COUNTY shall have the right to direct other compensation or revenue into this fund. Capital improvements shall be mutually agreed upon between the COUNTY and operator.

3. The operator shall pay the COUNTY an additional 5% compensation based on all other revenue from Food and Beverage, merchandise, and all other revenues such as rentals.

4. The operator shall propose capital improvements annually and shall obtain two written quotes for each improvement. All improvements must be pre-approved by the COUNTY. The operator shall only be reimbursed for capital improvements from the special capital improvement fund. The operator shall have the right to pay for and request capital improvements in advance of the fund. Capital improvements must have a useful life of at least one year. The operator shall have the opportunity to request a credit in lieu of payment of compensation to the COUNTY due to capital improvements paid in advance.
C. **Payments**

1. Payment to COUNTY will be made on or before April 1, 2010 and each April 1 thereafter.

2. The COUNTY's representative shall notify the OPERATOR in writing within 14 calendar days of any disputed amount included in the report which shall include the results of the annual external audit. The undisputed amount will be paid in accordance with paragraph D.1 above. Upon resolution of the disputed amount by the COUNTY and the OPERATOR, payment will be made in accordance with paragraph D.1 above.

3. In the event that legal action is taken by the COUNTY or the OPERATOR based on a disputed income, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

4. COUNTY shall add to any compensation payment from OPERATOR due to any damages, costs and expenses caused by OPERATOR's negligence, resulting from or arising out of errors or omissions in OPERATOR's work products, which have not been previously paid to COUNTY.

5. Payments shall be submitted to Clark County Parks and Recreation, 2601 East Sunset Road, Las Vegas, Nevada 89120.

**SECTION VI: SUBCONTRACTS**

A. Services specified by this Contract shall not be subcontracted by the OPERATOR, without prior written approval of COUNTY.

B. The compensation due under Section V shall not be affected by COUNTY's approval of OPERATOR's request to subcontract.

**SECTION VII: MISCELLANEOUS PROVISIONS**

A. **Time Schedule**

1. If the OPERATOR's performance of services is delayed or if the OPERATOR's sequence of tasks is changed, OPERATOR shall notify the COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the COUNTY's written approval.

2. The OPERATOR shall repair and maintain the interior and exterior of the FACILITY including but not limited to casework, hardware, interior walls, interior doors, interior flooring material, accessible plumbing fixtures, interior signs, and shall perform all regular, routine and daily interior maintenance and any other maintenance required to operate the FACILITY, excluding COUNTY responsibilities specified in Section 8.2. Exterior areas include landscaping, tree trimming, greens, fairways, turf areas, paths, bunkers, building roofing, perimeter and interior fencing, wash channel, adjacent walkways, and parking areas. In the event the OPERATOR fails to make repairs and maintain the interior of the FACILITY, after 30 days of non-repair and maintenance, the COUNTY will perform the work and bill the OPERATOR. OPERATOR shall meet the daily technical standards of both the COUNTY's Real Property Management Department and Clark County Parks & Recreation Department.

3. The OPERATOR shall at its sole expense, repair and maintain the premises in good, safe and sanitary conditions. The OPERATOR shall utilize good business practices and shall notify the COUNTY of the necessity of repairs or maintenance to COUNTY PROPERTY. The OPERATOR shall reimburse the COUNTY for any costs incurred by the COUNTY in repair and maintenance of damage to the FACILITY caused by the intentional or negligent act of the OPERATOR, its officers, vendors, CONTRACTORS, participants, or employees. The COUNTY shall reimburse the OPERATOR for any costs incurred by COUNTY in negligence.
B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
   a. an opportunity to attempt to cure the substantial failure of the non terminating party;
   b. not less than 90 calendar days written notice of intent to terminate.

2. This Contract may be terminated in whole or in part by the COUNTY for its convenience; but only after the operator is given:
   a. not less than 90 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the COUNTY prior to termination.

3. If termination is for the COUNTY's convenience, the COUNTY shall pay OPERATOR that portion of the expenses which have been incurred as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

4. Upon termination for cause, the COUNTY may take over the operation and management of the GOLF COURSE by agreement with another party or otherwise. In the event the OPERATOR shall cease conducting business due to termination for cause, the COUNTY shall have the right to make an unsolicited offer of employment to any employees of the OPERATOR assigned to the performance of this Contract.

5. If after termination for failure of the OPERATOR to fulfill contractual obligations it is determined that the OPERATOR has not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY.

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

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

C. Covenant Against Contingent Fees

The OPERATOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Gratuities

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

2. In the event this Contract is terminated as provided in paragraph 1 hereof, the COUNTY shall be entitled:
   a. to pursue the same remedies against the OPERATOR as it could pursue in the event of a breach of this Contract by the OPERATOR; and
b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the COUNTY) which shall be not less than 3 nor more than 10 times the costs incurred by the OPERATOR in providing any such gratuities to any such officer or employee.

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

E. Insurance

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

F. Indemnity

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

G. Subcontractor Information

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

H. Audits

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

I. Covenant

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

J. Assignment

Any attempt by OPERATOR to assign or otherwise transfer any interest in this Contract without the prior written consent of the COUNTY shall be void, excepting the Desert Rose Golf Management, LLC, a single purpose wholly owned subsidiary for the purpose of managing the golf course which will not relieve Billy Casper Golf of responsibility and any duties pertaining to the terms and conditions of this contract.

K. Governing Law

Nevada law shall govern the interpretation of this Contract.
L. **Term of Contract**
COUNTY and OPERATOR agree that this Contract shall be in effect for the period from March 3, 2009 through March 2, 2019 with the option to renew for 2, 5-year periods, subject to the provisions of Sections V and VII herein. During this period, OPERATOR agrees to provide services as required by COUNTY within the scope of this Contract. Should either party determine not to exercise the option to renew for either of the five year renewal periods, it will give the other party a six month written notice of its intention.

M. **Confidential Treatment of Information**
OPERATOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

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

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

**TO COUNTY:**
Steven Corry  
Parks and Recreation  
2601 East Sunset Road  
Las Vegas, NV 89120

**TO OPERATOR:**
Billy Casper Golf  
8300 Boone Blvd, Suite 350  
Vienna, VA 22182
IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By:________________________
   GEORGE W. STEVENS
   Chief Financial Officer

OPERATOR:

BILLY CASPER GOLF

By:________________________
   PETER HILL
   CEO and CHAIRMAN

APPROVED AS TO FORM:

DAVID ROGERS
District Attorney

By:________________________
   MARY ANN PETERSON
   Deputy District Attorney
EXHIBIT A - SCOPE OF WORK

Clark County (COUNTY) owns an 18-Hole Public Golf Course, consisting of approximately one hundred forty-seven (147) acres of land, located at 5843 Clubhouse Drive, generally described as that parcel bordered on the North by Charleston Boulevard, the East by Powerline Road, on the West by Nellis Boulevard, and the South by Valley View Boulevard.

The OPERATOR shall manage, operate and maintain the golf course on behalf of the COUNTY of the above-mentioned facility for twelve months of each year according to the schedule agreed upon between the COUNTY and the OPERATOR. The OPERATOR shall, supervise and assume all responsibility for the general, cost-effective, safe and efficient operation of the Desert Rose Golf Course, including but not limited to the following:

a. All public areas
b. Greens
c. Fairways
d. Rough
e. Hazards
f. Cart Areas
g. All grounds related to the facility, including the Las Vegas and Flamingo Wash areas within the site.
h. Pro Shop
i. Clubhouse, including restaurant and bar
j. Concession areas
k. Maintenance areas
l. Parking Areas
m. All Related Recreation Facilities & Trail ways within or through the golf course.

Further, the OPERATOR shall be responsible for providing the following:

1. All required staff to ensure provision of successful operations, including but not limited to:
   a. Security and safety
   b. Maintenance personnel for mowing, irrigation, fertilization and care of the grounds to present an aesthetically and professional facility at all times.
   c. Adherence to maintenance standards included but not limited to maintenance schedule A1 in this agreement.
   d. Set up and/or technical crews
   e. On-site management of all staff, participants, visitors, vendors or member of the public.
   f. Vendor participants

2. Staffing for normal event items, tournaments or other golf functions including but not limited to:
   a. Starter area
   b. Pro shop
   c. Clubhouse
d. Cart areas
  e. Driving range
  f. Maintenance buildings, irrigation equipment and irrigation areas
  g. Lost and found
h. First-aid
i. Restaurant, Food & Beverage, Concession areas
j. On course restrooms and any temporary structures

3. All necessary equipment and supplies, including but not limited to:
   a. Mowers
   b. Spreaders
c. Seeders
d. Fertilizers
e. Top Dresser
f. Pesticides, Herbicides, Fungicides, seeds, plant material, soil and sand
   g. Irrigators and sprayers
h. Utility equipment
   i. Generators
j. Lighting
   k. Security equipment
l. Fencing
m. Trailers
n. Aerators
o. Tractors
p. Vehicles
q. Carts
r. Other equipment necessary for the operation and maintenance of the course.

4. Daily maintenance of all interior and exterior portions of the golf course, including but not limited to:
   a. Parking lots
   b. Flood channels and drainage easements, including culverts, piping, grating and all slopes within the flood channel, shall be maintained and kept free of debris daily.
   c. All areas, including the flood channel and associated washes shall be kept free of litter, debris and vegetation growth, including Tamarisk and other invasive species.
   d. All buildings; interiors and exteriors, such as but not limited to: pro shop, offices, restaurant, cart storage and maintenance areas, paths, and areas, on course restrooms and any equipment or feature on the course including ponds, pond liners, and all irrigation equipment.
   e. Graffiti and mosquito abatement

5. The OPERATOR shall act as the general clearinghouse, overseer and coordinator of the golf course on behalf of the COUNTY. Daily programming for public use and in such manner as to meet the recreational, cultural, and adaptive recreational needs of the community. The OPERATOR shall manage the entire facility as a public golf course and for no other use without the express written direction of the Recreation Director.

6. The OPERATOR shall perform all preparation, repair and maintenance that is required for successful golf course operation.

7. The OPERATOR shall prepare an annual plan to accomplish turf reduction in coordination with the COUNTY, which shall be agreed upon by both parties until both parties mutually agree turf reduction will no longer be required. The OPERATOR shall be entitled to receive all rebates provided by the Southern Nevada Water Authority or other public agency, which shall be the only compensation for the work of turf reduction. Such turf reduction shall meet the minimum requirements for re-vegetation according to any public agency with jurisdiction including the COUNTY. Turf reduction must be pre-approved including landscape and irrigation plans. The OPERATOR shall follow all public ordinances, state and federal laws, and obtain necessary permits for turf removal and reduction.

8. Develop, institute and maintain both a Safety Plan and a Security Plan to be approved by COUNTY.

9. Responsible for providing and paying for services to the appropriate public utilities and services required for successful professional operations, including but not limited to:
   a. Portable restroom facilities
   b. Site clean up
   c. Indoor and outdoor trash pick-up and removal
   d. Water
   e. Electricity and Lighting
   f. Sewer
   g. Gas
   h. Telephone
   i. Computer Cabling
   j. Security services
   k. Daily Janitorial or custodial services
   l. Cable TV connections, if required
   m. Fire protection and fire suppression equipment
   n. The OPERATOR has the right to request a change in Scope of Work based on utility costs. The COUNTY may consider a change in terms of compensation based on such a request.

10. Coordinate and contract with food vendors, CONTRACTOR, and services to ensure successful operations. The OPERATOR shall be considered an independent CONTRACTOR and any employee, vendor or sub-CONTRACTOR of the OPERATOR shall not be considered an employee of the COUNTY and shall have no rights to employment, benefits including those of the Nevada Public Employee Retirement System.
EXHIBIT A - SCOPE OF WORK

11. The OPERATOR shall operate the course according to an operational plan approved by the COUNTY to include but not limited to, the following:

a. The maximum fees for the course in the first year of the contract shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>18 hole Weekday (Monday-Thursday)</th>
<th>18 hole Weekend (Friday-Sunday)</th>
<th>Twilight Weekday</th>
<th>Twilight Weekend</th>
<th>Seniors (62 &amp; over)</th>
<th>Juniors (16 &amp; under)</th>
<th>Cart Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Residents</td>
<td>$23</td>
<td>$29</td>
<td>$15</td>
<td>$20</td>
<td>$12</td>
<td>$8</td>
<td>$13</td>
</tr>
<tr>
<td>Non-resident</td>
<td>$59</td>
<td>$79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. All fees for services shall be comparable to other public golf courses including discounts available for all programs. Any changes to fees must be approved by the Board of County Commissioners, which may be requested annually by the OPERATOR.

c. The OPERATOR shall receipt all revenue of the operation of the golf course according to generally accepted accounting practices which must be approved by the COUNTY. The OPERATOR shall provide monthly operational statistics and revenue statements. The OPERATOR shall complete an annual audit performed by an external auditor to be approved by the COUNTY. The audit shall certify the revenue of the operation of the golf course. The Audit shall include green fees, cart revenue, driving range revenue as the gross golf revenue and also include merchandise sales, food and beverage and miscellaneous revenue. The OPERATOR shall compensate the COUNTY based on the results of such audit and all compensation will be payable on or before April 1st of each year. The COUNTY shall have the right to inspect the financial records of the OPERATOR at any time with seven (7) days notice. The COUNTY shall have the right to assign any portion or percentage of compensation due to the COUNTY into the special capital improvement fund.

d. The OPERATOR will pay possessor taxes or assessments on the property or equipment at the golf course and shall receive a credit for any tax paid on behalf of the COUNTY.

e. Marketing: The OPERATOR shall present annual strategies including unique, innovative programs and marketing that shall be used to attract participation to the Golf Course and shall be approved by the COUNTY including the use of any COUNTY image or logo. All COUNTY images or logos shall be approved by the COUNTY. Seek input from the public through marketing and outreach efforts to meet the desires and needs of the community it serves.

f. Implementation: The OPERATOR shall provide all maintenance equipment necessary for the successful operation of the Golf Course. The OPERATOR shall also provide all equipment for the operation of the restaurant, pro shop, and all golf merchandise. The OPERATOR shall ensure the golf course employs a Golf Course Superintendent who is an active member of the Golf Course Superintendent’s Association of America and will operate the golf course according to the minimum maintenance standards included in this contract.

g. The OPERATOR shall keep a separate written inventory of all OPERATOR provided equipment and COUNTY provided equipment. The COUNTY may also provide furnishings or equipment.

h. Operational Hours: Fifty-six (56) hours per week minimum.

12. The OPERATOR shall not be responsible for prior environmental conditions based on a Phase I assessment and property condition report contracted for February 2009. Any remediation necessary will be completed in coordination between the OPERATOR and COUNTY, at COUNTY’s sole expense. Any environmental conditions identified more than thirty (30) calendar days after the Phase I assessment and property condition report date will be the sole responsibility of the OPERATOR.
13. Department of Air Quality and Environmental Management (DAQEM) of Clark County maintains an Air Monitoring Shelter, located in the golf course maintenance yard. The operator will insure that the DAQEM has 24 hour 7 day access to the monitoring shelter through the use of common locks and keys.

The operator shall maintain any foliage, bushes and trees within a 20 meter radius of the monitoring shelter, in a trimmed condition.

OPERATOR shall notify the COUNTY on or before the day of any fertilizer application to any landscape within 100 meters of the maintenance compound. The operator shall also notify the county of any construction activity on or before the day within the maintenance facility area.

14. COUNTY has verified that the Desert Rose Golf Course pro shop, restaurant and other buildings, grounds and parking area are compliant with the Americans with Disabilities Act with the exception of the items listed in the attached report. (Attachment 2) COUNTY with the cooperation of the OPERATOR, shall be responsible for the compliance issues mentioned in the report. OPERATOR shall be responsible for any new requirements mandated by State or Federal Law. Funds from the capital improvement fund may be used to make repairs or replacements to maintain further compliance with the Americans with Disabilities Act."
EXHIBIT A - SCOPE OF WORK

Desert Rose
Minimum Maintenance Standards

Greens, Practice Putting Greens and Nurseries:

1. Mow at least six (6) days per week at a height of 0.125-0.160 during the growing season.

2. Change cup locations on all greens and practice greens at least six (6) times weekly during the active season and at least three (3) times weekly in the off-season. Cup location will be moved at least twenty (20) feet from the previous placement.

3. Aerate all greens, practice putting greens and nurseries (3) times per year during the growing season. This will be done with “Ryan Green Aire” or approved substitute, which places holes four (4) inches deep and two (2) inches on center.

4. Top-dress all greens, practice putting greens and nurseries after aeration and additionally as needed to maintain a putting surface. Top dressing material will be sand or a mix similar to that used to construct greens.

5. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to control mat and thatch build-up and increase plant shoot growth.

6. Spiking of all greens and practice greens shall be performed as needed between aeration to maintain water filtration. Core aeration three (3) times per year, including an annual STR test for filtration.

7. All greens, practice greens and nurseries shall be fertilized with nitrogen, phosphorus, potash and other nutrients needed to maintain color, growth and turgidity of the turf, without allowing excessive succulent growth.

8. Soil samples will be taken three (3) times per year and evaluated to determine proper nutrient requirements separately for greens, fairways and tree box areas.

9. All green, practice greens and nurseries shall have appropriate fungicide applications to prevent and/or control fungal disease activity.

10. Pre-emergent chemicals such as banan, daconil and the like shall be used in the appropriate amounts and at appropriate times to prevent intrusion of weeds, (such as poa annua, goose grass and crabgrass) into the green, fairways, tees and rough.

11. All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.

12. All greens, practice greens and nurseries shall be treated on a preventative and/or curative basis as necessary.

Tees (and all areas used as Tee Surface):

1. Mow at a height of one-half inch, three (3) times per week.

2. Top-dress weekly to fill divots and level tee surface. Top dressing material shall be washed sand and seed as necessary.

3. Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.

4. Ninety-five percent (95%) of the tee area shall be kept weed free by the proper application of herbicides.

5. All tees shall be vertically mowed as necessary to control mat and thatch build-up and increase shoot growth.

6. All tees shall be fertilized with nitrogen, phosphorus, potash, and other elements as needed to maintain color, growth and turgidity of the turf without allowing excessive succulent growth.

7. Soil samples will be taken three (3) times per year and evaluated to determine proper nutrient requirements.
EXHIBIT A - SCOPE OF WORK

Fairways (all areas of play except greens and natural growth areas):

1. Mow two (2) times per week at a height of one-half (1/2) inch during the growing season or more as needed for the balance of the year. Contour mowing as specified by the COUNTY; schedules shall be maintained as instructed.

2. Aerate once in the spring and once in the summer during the peak of the growing season. Aeration holes shall not exceed a spacing of eight (8) inches on center or be of a diameter of less than one-half (1/2) inch.

3. Fertilizer formulations will be made after analysis of soil. Soil samples will be taken three (3) times per year and evaluated to determine proper nutrient requirements.

4. All fairways will be vertically mowed a necessary to control mat and thatch build-up and increase shoot growth.

5. Ninety-five (95%) of the fairway area shall be kept weed free by the proper application of herbicides.

Planters (all areas planted with ornamental plants, not intended for golf play and having a definable border):

1. All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

2. All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.

3. The plant material (trees, shrubbery and ground covering) in planters shall be trimmed as necessary for appearance, protection from wind and insect damage.

Trees (all trees within the property lines of the golf course):

1. All trees shall be staked a necessary to protect and establish sufficient size to stand.

2. All trees shall be pruned for appearance, protection from wind and pests and allow golfers access on foot and carts to find their golf balls.

3. All damaged trees shall be removed.

Irrigation (all equipment required to irrigate all areas of the golf course):

1. Repair or replace all heads, pumps, valve controllers, wiring, and pipes as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, plants, flower beds and the like) on an ongoing basis.

2. Leaks shall be isolated and fixed as soon as possible. Erosion shall be repaired as soon as practical.

Fences (all fence blocks / chain link / barbed wire on or within the boundaries of the golf course):

1. Repair all broken or damaged fencing on an as-needed basis.

2. Repair or replace all fences, gates and locking devices needed for the protection of the golf course or equipment.

Clubhouse and Buildings (all buildings within the boundaries of the golf course):

1. All restrooms (to include portable toilets on-course) shall be maintained daily in a manner so as to provide a clean and sanitary facility for public use as well as for the employees of the course. Soap, towels and toilet paper shall be provided in adequate quantity at all times and shall be maintained daily.

2. All lobbies and patios and public areas shall be vacuumed, dusted and swept daily.

3. Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance and create a desirable appearance to patrons. These include, but are not limited to air conditioning units, power tools, appliances, hardware, building structures and fixtures; painting, carpentry, plumbing and electrical repairs and porches, walks, parking areas, delivery areas, and entryways.

4. Maintain all cart paths in a smooth condition and repair promptly as needed.
EXHIBIT A - SCOPE OF WORK

5. All edges of sidewalks, patios and cart paths must be edged on a bi-monthly basis.

6. Edging of valve boxes, meter boxes, back-flow preventers and the like shall be done as needed to insure that there is not obstruction of play from growth around these items.

Sand Traps:

1. All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a consistent floor depth on slopes and in the bottom of trap.

2. Replacement sand will be consistent with the sand currently in place providing a minimum depth of four (4) inches of sand throughout the bunker.

Equipment:

1. All maintenance equipment and golf carts will be kept in clean, safe operating manner in accordance with manufacturer’s operating manual.

2. All preventative maintenance will be done in accordance with the manufacturer’s schedule and an accurate log will be maintained of all work performed on a piece of equipment.

Crews:

A full maintenance crew shall be on-duty at the course daily under the supervision of the superintendent. A qualified golf course superintendent is defined as an individual with an agronomy degree from a two (2) or four (4) year college or university and a minimum of five (5) years’ experience.

Trash and debris:

Trash receptacles shall be conveniently stationed on tees and at the clubhouse and emptied daily and as many times during the day as necessary to insure there are not problems with insects and refuse odors.

Miscellaneous:

1. Maintain all lakes, ponds and bridges in a safe manner free of debris.

2. Mow rough and all unimproved areas in a manner to allow the player to locate his ball such that the speed of play is not adversely affected.

3. Spray fairways, rough, tree wells, and fence lines for weed control.

4. All water coolers on course will be filled daily and checked at least once per day and more often if necessary.

5. All ball washers will be checked daily to insure proper amount of soap and water are maintained.

6. Accurate daily records of weather, rainfall and temperature will be kept.

7. Accurate spray and fertilizer records will be kept on a daily basis noting applicator, product applied, rate and treated area. All products will be used in accordance with manufacturer’s specifications, local, state and federal laws.

8. Accurate daily log of personnel duties will be kept for maintenance personnel.

9. All chemicals, gas and oil will be stored in the appropriate manner as required by state and federal regulations.

10. A safety committee will be formed to address any safety issues on the course for employees and patrons. All employees will comply with federal, state and company regulations regarding work habits, responsibilities and requirements.

11. Employees will wear eye protection, hearing protection and safety hats when operating equipment.

12. All property signage, including directional signs, tee signs and entrance signs, will be kept updated, clean and appealing to provide information to golfers and general public.
EXHIBIT A - SCOPE OF WORK

13. All staff will provide patrons the highest level of customer service.

Review and Reporting:

1. OPERATOR agrees to meet with COUNTY, as required to review all facets of Desert Rose Golf Course maintenance and operations.
2. OPERATOR agrees to monthly course reviews with COUNTY per schedule and or as required by either party.
3. Reports of monthly activities will be due to COUNTY at an agreed upon schedule.
4. Types of reports will be modified to assist both parties in meeting their objectives. Records will be made available for inspection as required by COUNTY.
5. All pesticide records will be maintained for inventory and application.
6. OPERATOR and COUNTY will meet quarterly to evaluate short / long range goals and adjust if required.
7. OPERATOR and COUNTY will meet quarterly to determine prioritization of capital funds and set time frames for implementation.
8. OPERATOR will continue the schedule of monitoring the quality of the water in the irrigation lakes and implement environmental stewardship guidelines utilizing WWGCSA and OGCSA recommendations for water quality management.
9. Copies of OPERATOR’s procedures and policies will be provided to COUNTY and updated as required.

Note: These specifications are meant to indicate minimum practices necessary for the proper maintenance of the golf course in conditions specified earlier, but nothing in these specifications shall be interpreted to limit the responsibility of the management team.
EXHIBIT B
OPERATION AND MANAGEMENT OF AN 18-HOLE PUBLIC GOLF COURSE
INSURANCE REQUIREMENTS

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

1. Format/Time: The OPERATOR shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for
   coverages as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the
   award by the COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and
   who is licensed by the State of Nevada in accordance with NRS 660A.300. All required aggregate limits shall be disclosed
   and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any
   renewal periods.

2. Best Key Rating: The COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII
   or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. Owner Coverage: The COUNTY, its officers and employees must be expressly covered as additional insureds except on
   workers’ compensation and professional liability insurance coverages. The OPERATOR’s insurance shall be primary as
   respects the COUNTY, its officers and employees.

4. Endorsement/Cancellation: The OPERATOR’s general liability and automobile liability insurance policy shall be endorsed to
   recognize specifically the OPERATOR’s contractual obligation of additional insured to COUNTY and must note that the
   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.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not
   exceed $25,000.

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

7. Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the OPERATOR shall maintain limits of no less than
   $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages.
   Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on
   a Commercial General Liability or a Broad Form Comprehensive General Liability (Including a Broad Form CGL
   endorsement) insurance form.

8. Automobile Liability: Subject to Paragraph 6 of this Exhibit, the OPERATOR 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 OPERATOR
   and any auto used for the performance of services under this Contract.

9. Professional Liability: The OPERATOR shall maintain limits of no less than $1,000,000 aggregate. If the professional
   liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2
   years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the
   beginning of this and may not be advanced without the consent of the COUNTY.

10. Workers’ Compensation: The OPERATOR shall obtain and maintain for the duration of this contract, a work certificate
    and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in
    accordance with Nevada Revised Statutes Chapters 615A-616D, inclusive, provided, however, a OPERATOR that is a Sole
    Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the OPERATOR has elected not to be
    included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with
    those terms, conditions and provisions.

11. Failure To Maintain Coverage: If the OPERATOR fails to maintain any of the insurance coverages required herein,
    COUNTY may withhold payment, order the OPERATOR to stop the work, declare the OPERATOR in breach, suspend or
    terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay
    premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made
    from the OPERATOR or deduct the amount paid from any sums due the OPERATOR under this Contract.
12. **Additional Insurance:** The OPERATOR is encouraged to purchase any such additional insurance as it deems necessary.

13. **Damages:** The OPERATOR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by the OPERATOR, their subcontractors or anyone employed, directed or supervised by OPERATOR.

14. **Cost:** The OPERATOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

16. **Insurance Form Instructions:** The following information must be filled in by the OPERATOR’s Insurance Company representative:

1. **Insurance Broker’s name, complete address, phone and fax numbers.**
2. **OPERATOR’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) General Aggregate ($2,000,000)
   - (E) Products-Completed Operations Aggregate ($2,000,000)
   - (F) Personal & Advertising Injury ($1,000,000)
   - (G) Each Occurrence ($1,000,000)
   - (H) Fire Damage ($50,000)
   - (I) Medical Expenses ($5,000)
5. **Automobile Liability (Any Auto)**
   - (J) Policy Number
   - (K) Policy Effective Date
   - (L) Policy Expiration Date
   - (M) Combined Single Limit ($1,000,000)
6. **Worker’s Compensation**
7. **Professional Liability**
   - (N) Policy Number
   - (O) Policy Effective Date
   - (P) Policy Expiration Date
   - (Q) Aggregate ($1,000,000)
8. **Description:** RFP Number 601255-08 and Operation and Management of an 18-Hole Public Golf Course (must be identified on the initial insurance form and each renewal form).
9. **Certificate Holder:**
   Clark County  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
10. **Appointed Agent Signature to include license number and issuing state.**
## CLARK COUNTY CERTIFICATE OF INSURANCE

### PRODUCER
1. **INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS**
   - COMPANY LETTER
   - COMPANY LETTER
   - COMPANY LETTER
   - COMPANY LETTER
   - COMPANY LETTER

### INSURED
2. **SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS**
   - COMPANY LETTER
   - COMPANY LETTER
   - COMPANY LETTER
   - COMPANY LETTER
   - COMPANY LETTER

### COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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### 8. DESCRIPTION OF BID: RFP NO. 601255-08; OPERATION AND MANAGEMENT OF AN 18-HOLE PUBLIC GOLF COURSE.

### 9. CERTIFICATE HOLDER
CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

### CANCELLATION
Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

### 10. APPOINTED AGENT SIGNATURE
INSURER LICENSE NUMBER _______________________
 ISSUED BY STATE OF _______________________

P:\VP\Work\RFPS2008\P001255\ORIGINAL RFP DOCUMENT\601255 CONTRACT_TXN.DOC B-3
THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
ATTACHMENT 1

AFFIDAVIT

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

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as RFP No. __601255-08__, entitled OPERATION & MANAGEMENT OF AN 18-HOLE PUBLIC GOLF COURSE ____________;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _______ day of ________________, ___.

Signature ____________________________

State of Nevada )
County of Clark )ss.

Signed and sworn to (or affirmed) before me on this _____ day of ____________________, 20___,
by ________________________________ (name of person making statement).

Notary Signature

STAMP AND SEAL
February 18, 2009

Ms. Kety Allred  
Department of Real Property Management  
Clark County  
500 S Grand Central Parkway  
Las Vegas, NV, 89156-1825

Regarding: Site Visit to Desert Rose Golf Course

Dear Kety,

Today, I made a site visit to Desert Rose Golf Course. There, I met up with John Rodriguez of CCRPM and proceeded to walk the facility. I made the following observations:

- The handicapped parking signage was mounted too low to be clearly visible, signage should be 60” from the parking surface to the bottom of the sign.
- The HC Toilet Stall in the Clubhouse Men’s room needs to have the partitions adjusted to allow for a 60” wide x 59” deep clear space.
- The Urinal does not have adequate clear floor space nor is there adequate space for a forward approach.
- The counter in the Pro-Shop is too tall, recommend a portion be lowered to provide a 36” high by 36” wide counter space.
- The walking surface from the breezeway heading to the snack bar building is too steep, recommend defining a ramp and providing handrails.
- The ramp from the cart path to the snack bar building is too steep, recommend reconfiguring to allow 1:12 maximum slope.
- The service window at the snack bar is too high, recommend lowering the window or raising the walking surface at the window.
- The thresholds at the doors entering the snack bar building are too high, recommend a ramped landing.
- The on-course toilet rooms are missing grab bars, both Men and Women.
- The Men’s Room has the urinal within the required 60” water closet clear area, recommend removing it.
- The single user restroom in the Golf Shop Office has the lavatory within the required 60” water closet clear area, recommend moving it further away.

These things were found in the areas most likely to be accessed by the public, areas that are primarily back of house areas were not visited. I am attaching the portion of the original Leo A Daly report that regards this facility, which goes into greater detail regarding non-public working areas as well as conditions on the playing surfaces. Items identified in the original report and not included in the observations from today’s site visit have either been addressed since the report was authored or are in areas not visited.

Please contact me with any questions or concerns you may have regarding these observations.

Sincerely,

Ysidro R. Barron, Architect
EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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