APPROXIMATE TIMELINE FOR GYPSUM RIDGE RFP

1. Publish Date: Jan 13, 2009
2. Pre-proposal: Jan 22, 2009
3. Open RFP: Feb 20, 2009
4. Distribute proposals Feb 24, 2009
5. Proposal Eval due Mar 03, 2009
6. Finalist Selection Mar 04, 2009
7. Oral Presentation Mar 16, 2009
8. Vendor Chosen Mar 17, 2009
9. Contract Neg Completed April 17, 2009
10. Contract Completed April 24, 2009
11. Agenda Cut off April 30, 2009
12. BCC Approval May 19, 2009
13. Insurance Compliance June 2, 2009
Department of Finance
Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV  89155-1217
(702) 455-2897 • Fax (702) 386-4914

George W. Stevens, Chief Financial Officer • Yolanda T. King, Director of Budget & Financial Planning
Yolanda C. Jones, C.P.M., Purchasing Manager

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL
RFP NO. 601400-08
GYPSUM RIDGE PARK AND TRAIL MASTER PLAN

The RFP package is available as follows:

• Fax on Demand – Call (702) 455-5428 and request Document No. 601400.

• Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

• Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers, or call (702) 455-2897.

A Pre-Proposal Conference will be held on JANUARY 21, 2009 at 11:00 a.m., at the address specified above in the Gold Conference Room.

Proposals will be accepted at the Clark County Government Center address specified above on, or before, FEBRUARY 20, 2009 at 3:00 p.m. Proposals are time-stamped upon receipt. Proposals time-stamped at 3:01 p.m. or after will be returned unopened to the Proposer.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review Journal
January 13, 2009
GENERAL CONDITIONS
RFP NO. 601400-08
GYPSUM RIDGE PARK AND TRAIL MASTER PLAN

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for the Gypsum Ridge Park and Trail Master Plan.

3. SCOPE OF PROJECT

The overall objective of this project is to develop a recreational master plan for the Gypsum Ridge Area. This plan will identify appropriate park and trail recreational uses, lands to remain as open space, specific locations for park and trail facilities, phasing and cost estimates of park and trail facilities, maintenance estimates of planned facilities, and other appurtenant management strategies for the Gypsum Ridge area. This master plan will provide the foundation for future design and construction of park, trails and open space for Gypsum Ridge.

For a complete detailed description of the scope of the project please see Exhibit A, Scope of Work.

4. DESIGNATED CONTACTS

The OWNER's representative will be David Carlson, Senior Planner, Department of Comprehensive Planning, telephone number (702) 455-4726, E-mail dcarlson@co.clark.nv.us . This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to John W. Hill, Purchasing Analyst II, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4476 or via E-mail jwhill@co.clark.nv.us

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

Finalists Selection: March 4, 2009

Finalists Oral Presentations: March 16, 2009

Final PROPOSER Selection: March 17, 2009

Contract Negotiations completed: April 17, 2009

Award & Approval of the Final Contract: May 19, 2009
7. **METHOD OF EVALUATION AND AWARD**

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

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

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

8. **EVALUATION INFORMATION**

Proposals should contain the following information:

**A. Executive Summary**

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

The Executive Summary should also include a list of high risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

**B. Experience**

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

**C. Staff Qualifications and Availability**

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

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

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

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

- PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
- Any assumptions.
- Any constraints.

Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles.
In addition to responding to the Scope of Work state why the PROPOSER is best suited to perform the services for this project and answer the following questions:

1. Describe your approach and provide examples of your proven ability to develop innovative park, trails, and open space plans, that address complex requirements, incorporate a public input process, and incorporate a range of interests including the federal government.

2. How would you approach public input, stakeholder management, and communications and website design?

3. Have your plans not only been accepted but implemented by local and federal agencies?

4. What is your experience in developing plans that incorporate all three uses - parks, trails and open space that have been implemented and constructed? Have you had open space or trail plans approved in our region or elsewhere?

5. Describe your approach to and experience with BLM and their planning processes that would be affected by constructing a trail on BLM managed land in this area.

6. Describe and provide examples of your experience in carrying out user surveys, requirement analysis, and programming of open space, trails and parks.

7. Describe and provide examples of your experience in developing specifications and maintenance cost projections for park, trail and open space facilities.

E. Documentation Samples

Provide samples of the documentation formats that will be used to complete the project. If more than 5 pages submit as an attachment with no guarantee of review.

F. Compliance with the OWNER'S Standard Contract

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

G. Project Fee

Indicate the estimated fixed fee amount to perform all work described in this RFP. The figure given shall be inclusive of all costs including travel and lodging.

This request for proposal and the resulting contract will not require a professional stamp for specifications or any conceptual renderings/drawings. The feasibility study of this scope and the potential options presented to the OWNER in the work product(s) are not specifically tied to any particular professional classification or certification, a professional engineer, professional land surveyor or registered architect are not a requirement for this project. The proposal may contain cost representations for the various elements to assist the OWNER in budgetary considerations and final scope of work which will be negotiated with the firm(s) selected based upon the defined evaluation criteria herein.

H. Credentials

The PROPOSER and/or principal professionals involved in this project must possess appropriate Nevada Professional Licenses.

I. Work Completed Locally

Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.

J. Affiliations

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

Provide a statement as to local resources that would be utilized and the degree of the PROPOSER's knowledge and familiarity with the local community's needs and goals.

L. Insurance

The PROPOSER's ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, PROPOSER must provide a statement that firm will comply with insurance requirements.

M. Disclosure of Ownership/Principals,

PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposers.

N. Other

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

9. SUBMITTAL REQUIREMENTS

The proposal submitted shall not exceed 45 pages. Other attachments may be included with no guarantee of review.

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

The PROPOSER shall submit 1 clearly labeled original and 6 copies of their proposal. The name of the PROPOSER's firm shall be indicated on the spine and/or cover of each binder.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailing instructions for proposals:

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

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

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

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

10. WITHDRAWAL OF PROPOSAL

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

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

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

11. REJECTION OF PROPOSAL

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

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

13. **ALTERNATE PROPOSALS**

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

14. **ADDENDA AND INTERPRETATIONS**

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

15. **PUBLIC RECORDS**

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

16. **PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION**

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

17. **COLLUSION AND ADVANCE DISCLOSURES**

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

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

18. **CONTRACT**

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

CONTRACT FOR GYPSUM RIDGE PARK
AND TRAIL MASTER PLAN
P601400-08

<table>
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<th>NAME OF FIRM</th>
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| DESIGNATED CONTACT, NAME AND PROJECT |
| (Please type or print) |

| ADDRESS OF FIRM |
| INCLUDING CITY, STATE AND ZIP CODE |

| (AREA CODE) AND TELEPHONE NUMBER |

| (AREA CODE) AND FAX NUMBER |

| E-MAIL ADDRESS |
CONTRACT FOR GYPSUM RIDGE PARK AND TRAIL MASTER PLAN

This Contract is made and entered into this ____ day of _____________, 200_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as OWNER), and //LEGAL NAME// (hereinafter referred to as CONSULTANT), for //SERVICE// SERVICES FOR //PROJECT// (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $________________________, including all travel, lodging, meals and miscellaneous expenses.

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

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold OWNER 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 CONSULTANT agrees that it will not employ unauthorized aliens in the performance of this Contract.

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

D. CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, 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. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.

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

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

CONSULTANT 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 CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person. If CONSULTANT fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.

H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONSULTANT to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

I. Drawings and specifications remain the property of the CONSULTANT. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONSULTANT shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

K. The CONSULTANT will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.

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

M. The CONSULTANT agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.

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

B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, //COORD//, //CODEPT//, telephone number (702) //COPH// or their designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

The review comments of OWNER's representative may be reported in writing as needed to CONSULTANT. It is understood that OWNER's representatives review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
D. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which OWNER 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.

CONSULTANT shall return any original data provided by OWNER.

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT’s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONSULTANT for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the CONSULTANT of notification of change unless the OWNER 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 CONSULTANT shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the up to fixed fee amount of $____________________. The OWNER’s obligation to pay CONSULTANT cannot exceed the up to fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT’s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee.

B. The CONSULTANT will be entitled to progress payments in accordance with the completion of tasks indicated in the Milestones and Deliverables (Exhibit A).

C. Payments
   1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER’s representative.
   2. The OWNER’s representative shall notify the CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONSULTANT, payment will be made in accordance with paragraph C.1 above.
   3. No penalty will be imposed on OWNER if the OWNER fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys’ fees and costs subject to OWNER’s available unencumbered budgeted appropriations for the PROJECT.

5. All payments shall be due within 30 calendar days after receipt of the invoice.

6. OWNER shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT’s negligence, resulting from or arising out of errors or omissions in CONSULTANT’s work products, which have not been previously paid to CONSULTANT.

Invoices shall be submitted to

David Carlson, Senior Planner  
Department of Comprehensive Planning  
500 South Grand Central Parkway Suite #3012  
P.O. Box 551741  
Las Vegas, Nevada 89155-1741

7. D. Owner’s Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER’s financial responsibility as indicated in Sections 2 and 3 below.

2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER’s obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

3. OWNER’s total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER’s purchase order(s) to the CONSULTANT.

SECTION VI: SUBCONTRACTS

Services specified by this Contract shall not be subcontracted by the CONSULTANT, without prior written approval of OWNER.

B. Approval by OWNER of CONSULTANT’s request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONSULTANT’s subcontractor or its sub-subcontractor.

C. The compensation due under Section V shall not be affected by OWNER’s approval of CONSULTANT’s request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence of this contract.

2. CONSULTANT shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.

3. If the CONSULTANT’s performance of services is delayed or if the CONSULTANT’s sequence of tasks is changed, CONSULTANT shall notify the OWNER’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 OWNER’s written approval.
B. **Suspension**

OWNER may suspend performance by CONSULTANT under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least 10 working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of 30 days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

C. **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. not less than 10 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONSULTANT is given:
   a. not less than 10 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the OWNER prior to termination.

3. If termination for default is effected by the OWNER, the OWNER will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
   a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   b. any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT’s default.

4. If termination is for the OWNER’s convenience, the OWNER shall pay the CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

5. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER’s representative, copies of all deliverables as provided in Section 1 paragraph 1.

6. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONSULTANT shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.

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

8. The rights and remedies of the OWNER and the CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

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

The CONSULTANT 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 OWNER 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.

E. **Gratuities**

1. The OWNER may, by written notice to the CONSULTANT, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT to any officer or employee of the OWNER 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 OWNER shall be entitled:
   a. to pursue the same remedies against the CONSULTANT as it could pursue in the event of a breach of this Contract by the CONSULTANT; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the CONSULTANT in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER 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.

F. **Insurance**

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

G. **Indemnity**

The CONSULTANT does hereby agree to defend, indemnify, and hold harmless the OWNER and the employees, officers and agents of the OWNER 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 CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Contract.

H. **Subcontractor Information**

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

I. **Audits**

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

J. **Covenant**

The CONSULTANT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
K. Assignment
Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

L. Governing Law
Nevada law shall govern the interpretation of this Contract.

M. Term of Contract
OWNER agrees to retain CONSULTANT for the period from ____________ through ____________, with the option to renew for ______, ______-year periods, subject to the provisions of Sections V and VII herein. During this period, CONSULTANT agrees to provide services as required by OWNER within the scope of this Contract.

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

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

P. 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 OWNER:

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

OWNER:

CLARK COUNTY, NEVADA

By: ____________________________
    GEORGE W. STEVENS
    Chief Financial Officer

CONSULTANT:

//LEGAL NAME//

By: ____________________________
    //NAME//
    //Title

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: ____________________________
    ELIZABETH A. VIBERT
    Deputy District Attorney
GYPSUM RIDGE PARK AND TRAIL MASTER PLAN
EXHIBIT A - SCOPE OF WORK

I. Background:

1. Staff from the Clark County Department of Comprehensive Planning plan and facilitate the development of parks, trails, and open spaces throughout Clark County. To assist in planning for these recreational facilities, the County adopted a Trails Element to the Clark County Comprehensive Plan; a Park and Recreation Element to the Clark County Comprehensive Plan; and is in the process of developing Open Space Plans for portions of the County.

2. The area known as Gypsum Ridge is located in the southwest portion of the Las Vegas Valley, and can generally be described as the limestone escarpment west of Summerlin and Rhodes Ranch. The ridge extends between the western extensions of Pebble Road and Flamingo Road. (See Attachment 2 - MAP GYPSUM RIDGE)

3. In 2002, the U.S. Congress conveyed 1,200 acres in the Gypsum Ridge area to Clark County through the “Clark County Conservation of Public Land and Natural Resources Act of 2002”. The Act mandates that the conveyed land be used as for recreational and open space purposes. A resolution signed by the Clark County Board of County Commission on June 4, 2002 states that the Department of Parks and Recreation will administer these lands for the purposes stated in the Act.

4. The study involves identifying parks and trails on the Gypsum Ridge property which consists of two separate primary areas, in addition trail locations and design standards must be provided connecting sections located on the Las Vegas Valley Perimeter Open Space Corridor between the two areas as well as to the south and west, these are on land managed by the Bureau of Land Management. (See Attachment 2 - MAP GYPSUM RIDGE)

II. Project Objectives:

1. The overall objective of this project is to develop a Recreational Master Plan for the Gypsum Ridge Area including County owned and BLM areas. This plan will identify appropriate park and trail recreational uses, lands to remain as open space, specific locations for park and trail facilities, phasing and cost estimates of park and trail facilities, maintenance estimates of planned facilities, and other appurtenant management strategies for the Gypsum Ridge area. It will also include any maps, charts, graphs and design standards that may be necessary for future detailed plans and construction documents; in short it will serve as the foundation for the future design and construction of parks, trails and open space in the Gypsum Ridge area.

2. The Plan must be consensus based; therefore, effective communications and stakeholder involvement and management plans are required. The project will include conducting a series of focused Stakeholder interviews, organizing a Project Working Group, a user survey, public outreach meetings, and may include meetings with Town Advisory Boards, the Southern Nevada Regional Planning Coalition, the Parks and Recreation Advisory Commission, and the Clark County Board of Commissioners. Use of internet technologies beyond posting meeting schedules and documents will be necessary for public outreach.

3. This Plan will establish a development context for both parks and trails in the area. The project area contains existing and planned facilities that will require connections to Gypsum Ridge. The identification of connections to systems, such as those located in the Blue Diamond Wash, Tropicana/Flamingo Wash, R4 Detention Basin, BLM (Public) lands, or the Clark County Beltway, are important components of this project.

4. The Plan must address the documentation needs of internal and external customers. It must meet the informational requirements of the Comprehensive Planning Department, the Parks and Recreational Department and affected Federal Agencies primarily the Bureau of Land Management.

5. Fiscal accountability is an objective. One of the requirements of the project process will be to account for the costs associated with work elements. The funding is coming from two separate sources the County therefore will require the allocation of costs - parks vs. trails and overlaps. The project proposals will contain cost estimates, these should differentiate between trail components, park components, and where park and trail components overlap.

III. General Project Requirements: The following are general requirements of this scope of work.

1. Research and Related Analysis. CONSULTANT shall perform comprehensive document searches and field research, including but not limited to: trail and park plans; reports; maps; GIS data; current development proposals; land ownership; adjacent BLM land status and limitations; status of mining claims (the mining claim inventory produced by Clark County Parks and Recreation will be referenced and used as a basis for determining current status); strategies to resolve issues associated with mining claims; safety issues; hazardous waste issues; air quality issues; right-of-way issues; flooding/drainage; utilities; trail signage; trail surface treatments and/or materials; and other necessary items to develop the Master Plan.
2. **Cooperation and Coordination.** **CONSULTANT** shall carry out the Stakeholder Involvement Plan identified in the Final Project Scope. Consultation and coordination may occur with, but not limited to, the following: Clark County Comprehensive Planning, Clark County Development Services, Clark County Public Works, Clark County Regional Flood Control District, Clark County Department of Air Quality and Environmental Management, the Enterprise and Spring Valley Town Advisory Boards, Southern Nevada Regional Planning Coalition, Clark County Parks and Recreation Advisory Commission, Clark County Board of Commissioners, trail users and stakeholders, and the Bureau of Land Management (BLM).

3. **OWNER Assistance.** OWNER agrees to cooperate with and provide general assistance and information to **CONSULTANT** for the completion of this project. OWNER is not liable for, and the project shall not be delayed because of unexpected difficulties in helping **CONSULTANT** obtain information, coordination or cooperation between County Departments and Divisions or Participating Agencies. Additionally, the OWNER does not offer explicit guarantees as to the completeness and accuracy of requested support documentation.

4. **Progress, Status, and Forecast Reports.** Throughout the duration of the project, the **CONSULTANT** shall provide written monthly updates summarizing progress made on the milestones and deliverables, current status, and a forecast of future progress including identifying any emerging issues or areas of concern.

5. **Stakeholder Input.** There may be potential delays in getting all the input and/or consensus from the various stakeholders throughout the project. Every effort should be made to obtain this input to avoid potential problems with acceptance of the final product. These potential delays and interruptions need to be factored into the work plan, the schedule and the risk management plan.

6. **Qualifications.** **CONSULTANT** shall provide a list of names of all the individuals that will be working on this project (including subcontractors) and their qualifications/work experience (see Exhibit "C").

7. **Field Inspections.** **CONSULTANT** shall perform various field inspections with the OWNER during the development of the Master Plan as well as a final field inspection with the OWNER to ensure the trail alignments and park locations included in the master plan are viable and acceptable to the OWNER.

8. **Final Master Plan.** **CONSULTANT** shall develop and submit a final Master Plan consistent with the Final Project Scope, and is anticipated to include 1) the Stakeholder Involvement Plan, 2) design and safety standards, 3) trail alignments and park locations, 4) segment alternatives and recommended project phasing, 5) development and maintenance costs, 6) a strategy for resolving any issues associated with mining claims, and 7) recommended strategies for future hazardous waste assessments. **CONSULTANT** shall provide OWNER forty (40) hard copies of the Final Gypsum Ridge Master Plan, fifteen (15) copies of the Master Plan on CD's, and an electronic file copy compatible with standard computer software used by the Clark County Department of Comprehensive Planning to allow reproduction.

9. **Invoicing.** **CONSULTANT** is to invoice the Department of Comprehensive Planning as per milestone and deliverable schedule (see Exhibit "D"). Invoicing will breakout or provide line items for trails, parks, and where the two overlap. This breakout is necessary due to the funding sources.

### IV. Project Management:

The **CONSULTANT** shall provide a Detailed Project Management Plan that will include:

- Defining a principal in charge, a project manager, and all subcontractors.
- The Project Scope Statement and product performance requirements.
- Comprehensive Work Breakdown Structure, including billing estimates.
- Detailed meeting schedules and a brief description of each meetings purpose, inputs, and projected outputs.
- Detailed Stakeholder Management Plan which describes roles and responsibilities along with a detailed list of Stakeholders/Project Participants and associated contact information.
- Communications Plan including the details of the anticipated website. The plan should also identify communication responsibilities, information needs and methods of communication for all project participants and stakeholders.
- Risk Management Plan identifying the potential risks associated with the accomplishment of the tasks identified in the WBS.
- A QA/QC Plan including an approach to benchmarking standards for producing key project deliverables.
- Change Management Plan for dealing with changes that occur during project execution.
V. Project Tasks, Milestones and Deliverables:

The CONSULTANT shall meet certain milestones and maintain a set project schedule for this project as established in the milestone and deliverable schedule (see Exhibit "D") as provided by OWNER. Project progress and contract compliance related to deliverable due dates will be evaluated based on the schedule developed. Any proposed revisions to milestones, deliverables and project schedule extensions must be in writing and approved by OWNER.

The OWNER may approve modifications to a milestone, a deliverable date, and the distribution of task hours. The OWNER may also provide a clarification to the scope that does not change the intent, cost, or contract term of the project. Formal amendments are modifications that affect the original intent, cost or term of the project. Only the Board of County Commissioners has the authority to approve formal amendments. These must be submitted in writing to the OWNER and processed by the Department of Finance.

- Formal acceptance of deliverables is required. In some cases this will involve a presentation and review by several staff members as well as management. The CONSULTANT shall work with OWNER to arrange a date and time for submission and presentation.
- Upon receipt of the deliverables the OWNER will evaluate the submittal for completeness and notify the CONSULTANT if there are any obvious deficiencies.
- If deliverables do not meet OWNER requirements, the OWNER shall notify the CONSULTANT in writing, providing an explanation of the deficiencies. At that point a formal discussion to determine the effect on the project shall take place. The corrective actions will be agreed upon and signed by both parties. Corrective actions cannot affect the scope, cost, or contract term. Changes to these items would require a formal amendment or contract termination.
- Upon written acceptance the CONSULTANT may submit a request for payment.

VI. Master Planning Process:

The CONSULTANT shall perform the following tasks, meet the following milestones and provide the following deliverables:

Task 1: Project Startup – Scoping and Schedule Refinement

CONSULTANT shall plan, coordinate and conduct one or more scoping meetings with OWNER and Participating Agency representatives. Meeting(s) will refine the elements of the Project Management Plan which include Project Scope, Work Breakdown Structure, Stakeholder Management Plan, Communications Plan, QA/QC Plan, Change Control Plan, Meeting Schedule and Budget.

1. Milestone:
M1 Project Startup – A copy of the signed contract shall serve as the official notice to proceed for the Gypsum Ridge Master Plan, after which the CONSULTANT shall make preparations for meeting(s). The period of the contract begins on the date of the OWNER'S final signature and terminates twelve (12) calendar months later, but in no case shall the contract extend beyond March 31, 2010.

1. Deliverables: Project Startup/Scoping Meetings
D1 Within 21 days of contract signing – Coordinate and conduct (with agenda) Project Scope and Analysis meetings. These meetings will include finalizing the elements of the Project Management Plan and meeting schedule. Meetings may be held together or separately as recommended by the CONSULTANT and approved by the OWNER.
D2 Scoping Meeting 1 – Scope, Product Performance Requirements, Stakeholder Management Plan, QA/QC, Change Control, Information sourcing.
D3 Scoping Meeting 2 – Work Breakdown Structure (including billing estimates) and meeting schedule. Review design standards and meeting schedules.
D4 Scoping Meeting 3 – Risk Management Plan and Communications Plan
D5 Submit Final Project Management Plan including all elements and resulting Budget - one week following scoping meeting.
D6 Within the Project Management Plan's QA/QC Plan submit a strategy for determining a) design standards and the evaluation of trail alignments and park locations, segment alternatives and recommended project phasing, and development and maintenance strategies.
D7 CONSULTANT will collect preliminary data, begin initial stakeholder interviews and develop draft base maps prior to first Project Working Group meeting

Task 2: Key Stakeholder Interviews, Project Kick-off Meeting with the Project Working Group

CONSULTANT shall plan, coordinate, and conduct Stakeholder Interviews and a project Kick-off meeting with OWNER and
GYPSUM RIDGE PARK AND TRAIL MASTER PLAN
EXHIBIT A - SCOPE OF WORK

Project Working Group as identified in the final WBS and Stakeholder Management Plan.

1. **Milestone:**
   M2  Stakeholder Interviews and Project Working Group Kickoff Meeting

2. **Deliverables:**
   D8  Conduct interviews and provide interview results from meetings with key stakeholders/groups. Select project working group.
   D9  Hold kickoff meeting – provide all necessary presentation and support materials including but not limited to: agendas, presentation copies (power point), maps, handouts, photographs, etc.
   D10 Report / Minutes – Summarize kick-off meeting

**Task 3: Project Research and Analysis and Public Meeting(s)**

*CONSULTANT* shall perform comprehensive document searches and field research, including but not limited to: park and trail plans; reports; maps; GIS data; current development proposals; land ownership; adjacent BLM land status and limitations; status of mining claims; air quality issues; right-of-way issues; flooding/drainage; utilities; trail signage; trail surface treatments and/or materials; and other necessary items.

*CONSULTANT* shall develop and host a project web site in consultation with the OWNER.

*CONSULTANT* shall plan, coordinate and conduct up to twelve (12) project meetings with OWNER and Project Working Group as identified in the Final Stakeholder Management Plan.

*CONSULTANT* may coordinate with the following: Clark County Department of Development Services, Clark County Public Works, Nevada Department of Transportation and other applicable departments/agencies to ensure that all preliminary trail alignments and park locations are consistent with adopted road designs, development plans, and adopted street standards (where applicable).

*CONSULTANT* shall plan, coordinate and conduct an Interim Site Visit to assess/evaluate preliminary findings and trail alignment and park location recommendations.

*CONSULTANT* shall plan, coordinate, advertise, and conduct public meeting(s). The purpose of these public meeting(s) is to obtain feedback from the general public on the potential development strategies that will result in the Gypsum Ridge Master Plan. Once the meeting(s) are held, the information received from the public will be combined with the other project research and information to assist in the development of the Gypsum Ridge Master Plan.

1. **Milestone:**
   M3  Perform comprehensive project research and analysis and establish web site.

2. **Deliverables:**
   D11 Report(s) – Data Obtained from Comprehensive Project Research and Analysis and establish web site per the Communication Plan
   D12 Project Meeting(s) – Project Meeting(s) to discuss Preliminary Findings (per the Final Stakeholder Management Plan.).
   D13 Interim Site Visit
   D14 Conduct Public Meeting(s). Provide all necessary presentation and support materials including but not limited to: agendas, presentation copies (power point), maps, handouts, photographs, etc.
   D15 Minutes/Summary of Public Meeting(s).
GYPSUM RIDGE PARK AND TRAIL MASTER PLAN
EXHIBIT A - SCOPE OF WORK

Task 4: Draft Report/Maps and Public Meeting

CONSULTANT shall plan, coordinate, advertise, and conduct a Public Meeting to present the Draft Gypsum Ridge Master Plan and associated maps, graphs, charts, and renderings to OWNER, Participating Agencies, stakeholders, other interested parties, etc. After the public meeting, comments from the meeting are to be included in a revised Draft Gypsum Ridge Master Plan that will be delivered to the OWNER and participating agencies. Comments on the revised Draft Master Plan are to be delivered to CONSULTANT within fifteen (15) working days from date of delivery. The Draft Master Plan will also be made available for review on a selected webpage as identified in the Final Stakeholder Involvement Plan.

Draft Master Plan must include, but are not limited to: design standards with renderings, preferred and alternative trail alignments, preferred and alternative park locations, estimated design and construction costs, trail standards, drainage, proposed construction materials, right-of-way challenges/issues, adjacent BLM land status and limitations, status of mining claims, trail signage, and utility issues.

1. Milestone:
   M4   Draft Gypsum Ridge Master Plan review/comments.

2. Deliverables:
   D16   Develop Draft Gypsum Ridge Master Plan
   D17   Public Meeting(s)
   D18   Minutes/Summary of Public Meeting(s) and revised Draft Gypsum Ridge Master Plan.

Task 5: Final Trail Alignment and Park Location Verification Site Visit

CONSULTANT shall coordinate and conduct Final Field Meeting with OWNER to assess/evaluate trail alignment and park location recommendations.

1. Milestone:
   M5   Refine/finalize recommended trail alignments and park locations

2. Deliverables:
   D19   Site Visit
   D20   Report - Summarize changes/modifications to recommended trail alignments, park locations, and maps.

Task 6: Public Meeting and Project Closeout

CONSULTANT shall plan, coordinate, advertise and conduct one final public meeting as identified in the WBS and Stakeholder Management Plan to present Final Gypsum Ridge Master Plan.

Final Gypsum Ridge Master Plan must include, but is not limited to: design standards with renderings, preferred and alternative trail alignments, preferred and alternative park locations, project phasing, estimated design and construction costs, trail standards, drainage, proposed construction materials, right-of-way challenges/issues, adjacent BLM land status and limitations, status of mining claims, trail signage, and utility issues.

1. Milestone:
   M6   Project Closeout

2. Deliverables:
   D21   Final Public Meeting
   D22   Minutes/Summary on Final Public Meeting
   D23   Submit Final Gypsum Ridge Master Plan
   D24   Submit Thirty (30) bound copies and one (1) electronic copy of final report/maps
# Gypsum Ridge Park and Trail Master Plan
## Exhibit A - Scope of Work

### Milestones and Deliverables

<table>
<thead>
<tr>
<th>Task</th>
<th>Milestone Description</th>
<th>Due Date (from contract date)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Project Startup/Scoping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M1</td>
<td>Project Start-Up (signed contract is notice to proceed)</td>
<td>Contract Date</td>
<td></td>
</tr>
<tr>
<td>D1</td>
<td>Plan, Coordinate and Conduct Meeting (with agenda)</td>
<td>21 days</td>
<td></td>
</tr>
<tr>
<td>D2</td>
<td>Project Scope/ Stakeholder Mgmt/Com. Mgmt – Discuss/Refine</td>
<td>21 days</td>
<td></td>
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<tr>
<td>D3</td>
<td>Draft Project Management Plan including WBS – Discuss/Refine</td>
<td>21 days</td>
<td></td>
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<tr>
<td>D4</td>
<td>Draft Meeting Schedule – Discuss/Refine</td>
<td>21 days</td>
<td></td>
</tr>
<tr>
<td>D5</td>
<td>Submit Final Project Management Plan</td>
<td>30 days</td>
<td></td>
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<tr>
<td>D6</td>
<td>Submit Final QA/QC Strategy</td>
<td>30 days</td>
<td></td>
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<tr>
<td>D7</td>
<td>Begin preliminary data collection/analysis, base mapping and stakeholder interviews prior to Working Group Meeting</td>
<td>45 days</td>
<td></td>
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<tr>
<td>Task 2</td>
<td>Key Stakeholder interviews and Project Kickoff Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M2</td>
<td>Key Stakeholder interviews Project Working Group Kickoff Meeting</td>
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<tr>
<td>D8</td>
<td>Key Stakeholder interviews and meeting summaries</td>
<td>70 days</td>
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<tr>
<td>D9</td>
<td>Kickoff Meeting including Presentation materials: agenda, Power Point, maps, handouts, etc.</td>
<td>60 days</td>
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<tr>
<td>I0</td>
<td>Report – Summarize kickoff meeting</td>
<td>70 days</td>
<td></td>
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<tr>
<td>Task 3</td>
<td>Project Research and Analysis/Public Meeting(s)</td>
<td></td>
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<tr>
<td>M3</td>
<td>Perform Comprehensive Project Research and Analysis</td>
<td></td>
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<tr>
<td>D11</td>
<td>Report on Project Research/Analysis Establish Project Web Site</td>
<td>After each meeting</td>
<td></td>
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<tr>
<td>D12</td>
<td>Report – Project Meeting(s) to Report Preliminary Findings</td>
<td>180 days</td>
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<tr>
<td>D13</td>
<td>Interim Site Visit</td>
<td>200 days</td>
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<tr>
<td>D14</td>
<td>Conduct Public Meeting(s)</td>
<td>90 days</td>
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<tr>
<td>D15</td>
<td>Report – Summarize Public Meeting(s)</td>
<td>100 days</td>
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<tr>
<td>Task 4</td>
<td>Draft Report and Maps and Public Meeting(s)</td>
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<tr>
<td>M4</td>
<td>Review and Comment on Draft Trail Plan/Maps</td>
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<tr>
<td>D16</td>
<td>Draft Gypsum Ridge Master Plan</td>
<td>270 days</td>
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<tr>
<td>D17</td>
<td>Conduct Public Meeting(s)</td>
<td>270 days</td>
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<tr>
<td>D18</td>
<td>Amend Draft Master Plan/Summarize Public Meeting(s)</td>
<td>270 days</td>
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<tr>
<td>Task 5</td>
<td>Final Trail Alignment and Park Location Verification Site Visit</td>
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<td>Final Trail Alignment and Park Location Verification Site Visit</td>
<td>320 days</td>
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<td>Task 6</td>
<td>Public Meeting and Final Project Closeout</td>
<td>345 days</td>
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<tr>
<td>M6</td>
<td>Project Closeout (present final report/maps, recommendations)</td>
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<tr>
<td>D21</td>
<td>Final Public Meeting</td>
<td>365 days</td>
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<tr>
<td>D22</td>
<td>Report – Summarize Public Meeting</td>
<td>365 days</td>
<td></td>
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<tr>
<td>D23</td>
<td>Submission of Final Gypsum Ridge Master Plan</td>
<td>365 days</td>
<td></td>
</tr>
<tr>
<td>D24</td>
<td>Submit thirty (30) bound copies and one (1) electronic copy</td>
<td>365 days</td>
<td></td>
</tr>
</tbody>
</table>

M = Milestone  
D = Deliverable

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

1. **Format/Time:** The CONSULTANT shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

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

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

4. **Endorsement/Cancellation:** The CONSULTANT’s general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONSULTANT’s contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

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

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

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

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

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

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

11. **Failure To Maintain Coverage:** If the CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.

12. **Additional Insurance:** The CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.

**Damages:** The CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
14. **Cost:** The CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the 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 CONSULTANT’s Insurance Company representative:

1. Insurance Broker’s name, complete address, phone and fax numbers.

2. CONSULTANT’s name, complete address, phone and fax numbers.

3. Insurance Company’s Best Key Rating

4. Commercial General Liability (Per Occurrence)
   
   (A) Policy Number
   
   (B) Policy Effective Date
   
   (C) Policy Expiration Date
   
   (D) 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 601400-08 and Name of Contract Gypsum Ridge Park and Trail Master Plan (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
INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS

INSURED
2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS

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.

<table>
<thead>
<tr>
<th>CO</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>GENERAL LIABILITY</td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>GENERAL AGGREGATE $(D) 2,000,000</td>
</tr>
<tr>
<td></td>
<td>X COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-CPL/OM&amp;AGG. $(E) 2,000,000</td>
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<tr>
<td></td>
<td>❌ CLAIMS MADE ❌ OCCUR.</td>
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<td></td>
<td>PERSONAL &amp; ADV. INJURY $(F) 1,000,000</td>
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<td></td>
<td>OWNER'S &amp; CONTRACTOR'S PROT.</td>
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<td></td>
<td>EACH OCCURRENCE $(G) 1,000,000</td>
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<td></td>
<td>UNDERGROUND EXPLOSION &amp; COLLAPSE</td>
<td></td>
<td></td>
<td></td>
<td>FIRE DAMAGE (Any one fire) $(H) 50,000</td>
</tr>
<tr>
<td></td>
<td>INDEPENDENT CONTRACTOR</td>
<td></td>
<td></td>
<td></td>
<td>MED. EXPENSE (Any one person) $(I) 5,000</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>(J)</td>
<td>(K)</td>
<td>(L)</td>
<td>COMBINED SINGLE LIMIT $(M) 1,000,000</td>
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<tr>
<td></td>
<td>❌ ANY AUTO</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
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<tr>
<td></td>
<td>❌ ALL OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
</tr>
<tr>
<td></td>
<td>❌ SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE $</td>
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<tr>
<td></td>
<td>❌ HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $</td>
</tr>
<tr>
<td></td>
<td>❌ NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $</td>
</tr>
<tr>
<td></td>
<td>❌ GARAGE LIABILITY</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>6.</td>
<td>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>(N)</td>
<td>(O)</td>
<td>(P)</td>
<td>EACH ACCIDENT $</td>
</tr>
<tr>
<td></td>
<td>❌ STATUTORY LIMITS</td>
<td></td>
<td></td>
<td></td>
<td>DISEASE POLICY LIMIT $</td>
</tr>
<tr>
<td></td>
<td>❌ DISEASE EACH EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td>DISEASE EACH EMPLOYEE $</td>
</tr>
<tr>
<td></td>
<td>❌ AGGREGATE</td>
<td></td>
<td></td>
<td></td>
<td>$(Q) 1,000,000</td>
</tr>
</tbody>
</table>

8. DESCRIPTION: RFP NO. 601400-08; GYPSUM RIDGE PARK AND TRAIL MASTER PLAN.

9. CERTIFICATE HOLDER
CLARK COUNTY
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 _____________________________
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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
ATTACHMENT 1

AFFIDAVIT

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. 601400-08, entitled GYPSUM RIDGE PARK AND TRAIL MASTER PLAN;

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
## 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:

<table>
<thead>
<tr>
<th>1.</th>
<th>Subcontractor Name:</th>
<th>Contact Person:</th>
<th>Telephone Number:</th>
<th>Description of Work:</th>
<th>Estimated Percentage of Total Dollars:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Subcontractor Name:</td>
<td>Contact Person:</td>
<td>Telephone Number:</td>
<td>Description of Work:</td>
<td>Estimated Percentage of Total Dollars:</td>
</tr>
<tr>
<td>3.</td>
<td>Subcontractor Name:</td>
<td>Contact Person:</td>
<td>Telephone Number:</td>
<td>Description of Work:</td>
<td>Estimated Percentage of Total Dollars:</td>
</tr>
<tr>
<td>4.</td>
<td>Subcontractor Name:</td>
<td>Contact Person:</td>
<td>Telephone Number:</td>
<td>Description of Work:</td>
<td>Estimated Percentage of Total Dollars:</td>
</tr>
</tbody>
</table>

- No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:
☐ Individual  ☐ Partnership  ☐ Limited Liability Company  ☐ Corporation  ☐ Trust  ☐ Other

Business Name: ____________________________________________________________

(Include d.b.a., if applicable)

Business Address: __________________________________________________________

Business Telephone: _________________________________________________________

Business Fax: ______________________________________________________________

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business 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. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
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<tbody>
<tr>
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</table>

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

Signature / Capacity _______________________________________________________

Print Name ______________________________ Date __________________________

Title ____________________________________________________________