

CLARK COUNTY, NEVADA
CONTRACT FOR SCIENCE ADVISOR PANEL
RFP NO. 606860-23

ALTA SCIENCE AND ENGINEERING, INC.
NAME OF FIRM
Tarita Harju, Project Manager
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
1220 Big Creek Road, Suite A Kellogg, Idaho 83837
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(208) 786-1206
(AREA CODE) AND TELEPHONE NUMBER
(208) 786-1209
(AREA CODE) AND FAX NUMBER
<u>Tarita.harju@alta-se.com</u>
E-MAIL ADDRESS

CONTRACT FOR SCIENCE ADVISOR PANEL

This Contract is made and entered into this ____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and ALTA SCIENCE AND ENGINEERING, INC. (hereinafter referred to as CONSULTANT), for Science Advisor Panel (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective February 1, 2001 accessible on the following website: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>; and

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, including all travel, lodging, meals, and miscellaneous expenses; and

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

WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from date of award through December 31, 2024, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional six (6) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in Exhibit A, Scope of Work for the not-to-exceed amount of \$1,057,958. COUNTY'S obligation to pay CONSULTANT cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Payments

CONSULTANT will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in Exhibit A, Scope of Work, Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

C. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

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

D. County's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. CONSULTANT has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. CONSULTANT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. CONSULTANT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

- G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.
- H. Original work of authorship in any medium, prepared and originated by CONSULTANT as specifically ordered by COUNTY as part of this Contract, shall be the exclusive property of COUNTY and shall be deemed to be works for hire. COUNTY grants to CONSULTANT a royalty-free perpetual license to copy, use, disclose, and sublicense these items for any lawful purpose without notice to COUNTY.
- To the extent that the items are deemed not to be works for hire, CONSULTANT assigns to COUNTY all rights, title and interest in the items including works to copyright, and COUNTY grants to CONSULTANT a royalty-free perpetual license to copy, use, disclose, and sublicense the deliverables for any lawful purpose without notice to COUNTY. If such items include items previously developed or copyrighted by CONSULTANT, CONSULTANT hereby grants to COUNTY a royalty-free perpetual license to copy, use, disclose, and sublicense the items for any lawful purpose without notice to CONSULTANT. CONSULTANT warrants that the assignment and/or grant does not infringe upon or violate any trademark, service mark, copyright, patent or other proprietary right of any third party and that CONSULTANT has clear, unencumbered title to the items subject to the assignment and/or grant.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Scott Cambrin, Department of Environment and Sustainability, telephone number (702) 455-3859 or their designee. COUNTY'S representative may delegate any or all of his or her responsibilities under this Contract to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

- C. The review comments of COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. CONSULTANT will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. CONSULTANT shall complete the PROJECT in accordance with the completion of tasks indicated in Exhibit A, Scope of Work, Appendix 1, Milestone/Deliverable/Invoicing Schedule Table of this Contract.
- C. If CONSULTANT'S performance of services is delayed or if CONSULTANT'S sequence of tasks is changed, CONSULTANT shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. An opportunity for consultation with the terminating party prior to termination.
2. **Termination for Convenience**
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
 - i. Not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. An opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. **Termination for Default**
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY:	<u>Contract Manager, Desert Conservation Program</u> <u>4701 West Russell Road, Suite 200</u> <u>Las Vegas, NV 89118</u> <u>Email: DCP@clarkcountynv.gov</u>
TO CONSULTANT:	<u>Alta Science and Engineering, Inc.</u> <u>1220 Big Creek Road, Suite A</u> <u>Kellogg, ID 93937</u> <u>Email: tarita.hariu@alta-se.com</u>

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, CONSULTANT agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

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

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

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

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

H. Audits

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

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

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

M. Disclosure of Ownership Form

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

N. Authority

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

O. Force Majeure

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

P. Severability

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

Q. Non-Endorsement

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

R. Public Records

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

S. Data Management

CONSULTANT shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:
<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>. All data will be transmitted to COUNTY and becomes the property of both COUNTY and CONSULTANT. All materials, information, documents, and drawings developed under this Contract are also subject to these conditions, and Section VIII, N, as applicable. COUNTY reserves the right to use the data for various analyses required for programmatic planning and the adaptive management science process.

T. Desert Conservation Program Acknowledgment

COUNTY requires acknowledgement of its support of your activities. The acknowledgement listed in quotation marks below shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work. In instances where use of this statement is not feasible CONSULTANT may adjust the statement or receive a waiver of use, upon written notice to and approval by COUNTY.

"This work was supported by the Clark County Desert Conservation Program and funded by Section 10, or Southern Nevada Public Land Management Act as project # project number, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

U. Companies that Boycott Israel

CONSULTANT certifies that, at the time it submitted its Bid, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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

COUNTY:
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer


DATE

CONSULTANT:
ALTA SCIENCE AND ENGINEERING, INC.

By:  _____
Derek Forseth
CEO

2/23/2024
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  _____
JASON B. PATCHETT
Deputy District Attorney

Feb 29, 2024
DATE

**EXHIBIT A
SCOPE OF WORK
SCIENCE ADVISOR PANEL**

A. PROJECT TITLE: Science Advisor Panel

B. PROJECT NUMBER: TBD

C. PROJECT OVERVIEW:

The Clark County Desert Conservation Program (COUNTY) desires to contract with a CONSULTANT to serve in the capacity of independent Science Advisor to the program. The Science Advisor Panel will provide programmatic analysis and science advice to COUNTY in accordance with the provisions of the Clark County Multiple Species Habitat Conservation Plan (MSHCP) and associated Section 10(a)(1)(B) Incidental Take Permit (United States Fish and Wildlife Service [USFWS] Permit Number TE 034927-0). Under this Contract, CONSULTANT may also be asked to provide science advice and work products that would support a proposed amendment to the MSHCP.

D. PROJECT LOCATION(S):

Work under this contract will be conducted throughout Clark County, Nevada

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to address the USFWS Section 10(a)(1)(B) Incidental Take Permit requirement that the MSHCP's Adaptive Management Program have an objective, independent, science contractor to provide an independent assessment of MSHCP implementation and make recommendations for future implementation actions. Specific objectives that will be accomplished through this contract include:

- Provide an objective, science-based approach to the implementation of the MSHCP.
- Review the Implementation Plan and Budget and give advice on how to incorporate adaptive management as well as how to meet the Biological Goals and Objectives of the program.
- Review the adaptive management program and develop the Adaptive Management Report on a biennial basis.
- Provide scientific advice and review documents for errors and scientific impact as requested.

F. PROJECT METHODS:

This contract will consist of the following tasks:

1. **Project Management and Reporting.** CONSULTANT shall be responsible for managing resources and coordinating work efforts to ensure timely delivery of work products in a cost-effective manner. Project management for this project shall consist of the following tasks:
 - a. *Project Kick-off Meeting.* The Science Advisor Panel shall attend a project kick-off meeting in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. The purpose of this meeting is to discuss the major objectives of the project, potential issues, and discuss initial data needs and initial tasks. This meeting may also include instructions on how to submit deliverables and invoicing.
 - b. *Quarterly Science Advisor Panel Meetings.* The Science Advisor Panel shall attend meetings on a quarterly basis. Meetings held in February and August will be attended in person and meetings held in May and November will be virtual unless otherwise agreed to by the project managers. The purpose of these meetings is to review the Program's ongoing work, discuss MSHCP implementation and Adaptive Management needs, and/or to conduct other Science Advisor work as needed. On average, meetings will be attended by the CONSULTANT Project Manager and at least three additional members of the Science Advisor Panel, as listed in section G below. The decision on which members will attend meetings will be determined based on the relevancy to the subjects to be discussed and decided by the project managers. The number of Science Advisor Panel members that attend each quarterly meeting in person may be adjusted on a case-by-case basis, if approved by the COUNTY Project Manager. Meetings will take place at COUNTY facilities. The duration of quarterly Science Advisor Panel meetings will be approximately one business day and meetings may be conducted in an office setting, field setting, and/or via video conference. CONSULTANT shall provide written summaries of quarterly Science Advisor Panel meetings within two weeks following each meeting. Members who attend meeting (except the August meeting) will be expected to prepare a 5-minute lightning talk detailing a scientific work or principle or new method that the panel member thinks may be of use to the DCP in future work.
 - c. *Quarterly Progress Reports.* Quarterly Progress Reports shall be submitted to COUNTY on or before January 5, April 5, July 5, and October 5 of each calendar year for the term of the Contract. The format for these reports is available on the following website:
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.

- d. *Biennium Progress Summary Report*. This report shall be submitted on or before June 30th of each odd-numbered year for the term of the Contract. The report format is provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.
 - e. *Final Project Review Summary Form and Project Claim Release*. This form shall be submitted at the completion of the project in the format provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.
2. Biennial Adaptive Management Report. In accordance with the current MSHCP and associated Biological Opinion, the Biennial Adaptive Management Report shall include an overview and analysis of:
- Land-use trends in Clark County.
 - Habitat loss by ecosystem type.
 - The effectiveness of management actions at meeting MSHCP goals of conservation and recovery.
 - Species status and population trends.

The Adaptive Management Report shall summarize work in each of these four areas and make recommendations for future efforts. CONSULTANT shall provide a Draft and Final Adaptive Management Report. Previously prepared Adaptive Management Reports may be viewed online at: [https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/biennial amp reports.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/biennial%20amp%20reports.php)

Every other Adaptive Management Report (i.e., every 4 years) should include an appendix with a review of the Adaptive Management and Monitoring Plan (AMMP). This appendix will determine the progress towards the objective and monitoring goals stated within. More detail can be found at <https://files.clarkcountynv.gov/The%20Adaptive%20Management%20and%20Monitoring%20Plan%20Version%202.pdf>

3. Annual Project Review Symposium. Annually, COUNTY hosts a symposium to highlight progress made on projects and to present an overview of progress towards implementing the MSHCP. The symposium is typically held in August each year and is open to peers, stakeholders and interested members of the public. The symposium will always be held in conjunction with a quarterly Science Advisor Panel meeting. Tasks to support the Annual Progress Report Symposium shall include:
 - a. *Attend Symposium*. Science Advisor Panel shall attend the Annual Progress Report Symposium.
 - b. *Present at Symposium*. At COUNTY's discretion, one member of the Science Advisor Panel may be asked to prepare a presentation for the annual symposium on a topic of COUNTY's choosing.
 - c. *Annual Project Review Symposium Evaluation*. CONSULTANT will review each presentation presented by other contractors and give feedback to the nature of the project whether they believe its setup to meet the goals and objectives and any advice to improve it in the future. These reviews will be compiled in a document to be delivered to the county following the symposium.
4. Biennial Implementation Plan and Budget (IPB) Recommendations. COUNTY is responsible for developing a biennial IPB. The planning process for this task begins in the spring of each even-numbered year, with Board of County Commissioners approval and program adoption typically occurring by the following November. Previously adopted IPB reports may be viewed online at: [https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/implementation plan and budget.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/implementation%20plan%20and%20budget.php).

The Science Advisor Panel shall assist COUNTY with development of the IPB by completing the following tasks:

- a. *Review Draft Process and Schedule*. CONSULTANT shall review the draft Process and Schedule and provide comments within two weeks.
 - b. *Review Draft Budget Principles*. CONSULTANT shall review the draft Budget Principles and provide comments within two weeks.
 - c. *Project Funding Recommendations Report*. CONSULTANT shall prepare a written report that provides recommendations for project concepts and funding actions to implement in the upcoming biennium.
 - d. *Review Draft IPB Report*. CONSULTANT shall review and provide comments on the Draft IPB report.
5. Revise the Reserve Management Plans. CONSULTANT shall conduct a major redesign and revision of the Boulder City Conservation Easement (BCCE) Management Plan and the Riparian Reserve Unit Management Plan. Review of additional reserve management plans may be requested on an as-needed basis.
 6. Develop Manuscript for Tortoise Settling Rates on the BCCE. CONSULTANT will analyze 9+ years of tracking data

for resident and translocated tortoises on the BCCE to determine home range sizes, movement patterns and settling rates for the three tortoise groups (resident, translocated pets, translocated wild tortoises). CONSULTANT, with help from COUNTY staff, will produce a manuscript and submit it to a peer reviewed journal for publication. Revisions and publication fees can be handled through the time and material portion of this contract.

7. As-needed Technical Review and Support. CONSULTANT shall aid program staff in the study design of projects, technical review of project reports or study designs, and data analysis on an as-needed basis. This will be funded through as needed project funds. CONSULTANT will submit cost estimates and will negotiate fees and due dates with COUNTY's project manager before the work is completed.

G. STAFFING AND EQUIPMENT:

CONSULTANT shall identify a Science Advisor Panel consisting of subject-matter experts having appropriate expertise and qualities to assist with the tasks outlined in this scope of work. The Science Advisor Panel shall consist of the following subject matter experts:

1. Science Advisor Lead
2. Subject Matter Expert, Desert Tortoise Ecology
3. Subject Matter Expert, Desert Riparian Ecology and Restoration
4. Subject Matter Expert, Restoration Botanist
5. Subject Matter Expert, Biostatistical Analysis

The Science Advisor Lead shall serve as the Project Manager for this Contract and shall be responsible for managing staff resources and assignments, coordinating project reporting requirements, overseeing adherence to budget and schedule, and shall serve as COUNTY's primary point of contact for this Contract. One individual may serve on the Science Advisor Panel as a subject matter expert for more than one subject. However, qualifications for each title must be clearly provided. Additional subject matter experts may be requested on a case-by-case basis and will be negotiated on an as-needed basis and authorized through the time and materials portion of the contract.

H. PERMITS & REQUIREMENTS:

No permits are required for this project.

CONSULTANT and their parent organization, and any staff and/or subcontractors working under this contract, must be free of all fiduciary connections to Clark County MSHCP funds at the time of contract award and throughout the term of the Contract. In other words, CONSULTANT and/or subcontractors shall not have any other contracts funded by the Clark County MSHCP or administered through the Desert Conservation Program (DCP) other than to provide services similar to those described in this Contract (such as prior contracts for Science Advisor, statistical advise, or Peer Review) and shall not be a subcontractor with any other contract that would have a similar conflict of interest. One permitted exception to this is the use of Southern Nevada Public Lands Management Act (SNPLMA) funds (or other grant funds) to fund work that is similar to that described in this scope of work. The lack of other Fiduciary connections ensures minimization of both real and perceived conflicts of interest among members of CONSULTANT's team to perform this work, which may include providing recommendations for expenditures of Clark County MSHCP funding. Any prospective member or member of the Science Advisor Panel or prospective subcontractor or subcontractor shall not engage in any other contractual work or other activities which:

- Creates or has the potential to create, an organizational conflict of interest with the member and/or subcontractor's position under this project;
- Impairs or has the potential to impair the member and/or subcontractor's ability to render unbiased advice and recommendations; or
- The member and/or sub-contractor derives or has the potential to derive an unfair competitive advantage because of knowledge, information, and experience gained during the performance of this project.

No member of the Science Advisor Panel or their parent organization or any staff and/or subcontractors working under this Contract shall disclose information about, or otherwise discuss ongoing work with outside entities without the express written permission of COUNTY Project Manager. COUNTY may at its discretion require that a COUNTY representative be present at any meeting where a member of the Science Advisor Panel will be discussing COUNTY business or projects.

I. PROJECT SCHEDULE, MILESTONES, AND DELIVERABLES:

CONSULTANT shall complete all deliverables and meet all milestones per the schedule listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

Description of Deliverables and Milestones

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and CONSULTANT may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. CONSULTANT's Project Manager shall attend. The remainder of this meeting will be considered the first quarterly meeting. See number 4 below for the requirements of quarterly meetings.
3. Quarterly Progress Reports. These reports shall be submitted to COUNTY on or before January 5, April 5, July 5, and October 5 of each calendar year for the term of this agreement. The format is provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Quarterly Report Format".

COUNTY reserves the right to edit these reports for grammar and accuracy for posting to a public website.

4. Quarterly Project Meetings. The Science Advisor Panel shall attend meetings on a quarterly basis. Meetings held in February and August will be attended in person and meetings held in May and November will be virtual unless otherwise agreed to by the project managers. Meetings will last up to one business day will start no earlier than 8am and end by 5pm.
5. Quarterly Project Meeting Summaries. Consultant will submit a review of the Quarterly Project Meeting within 2 weeks of the completion of the meeting detailing what was discussed and what should be discussed at future meetings.
6. Review Draft IPB Process and Schedule. CONSULTANT shall review the draft IPB Process and Schedule and provide written comments to COUNTY within two weeks of receiving the document.
7. Review Draft IPB Budget Principles. CONSULTANT shall review the draft IPB Budget Principles and provide written comments to COUNTY within two weeks of receiving the document.
8. IPB Funding Recommendations Report. CONSULTANT shall prepare a written report that provides recommendations for project concepts and funding actions to implement in the upcoming biennium.
9. Review Draft IPB Report. CONSULTANT shall review and provide comments on the Draft IPB report.
10. Receipt Submittal. Receipts for any and all equipment purchase(s) with an individual purchase price of \$5,000 or more shall be submitted with any invoices. If items are valued at \$5,000 or more but less than \$5,000 of COUNTY funds are used, receipts shall be provided as well as proof of matching funds.
11. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on June 30th of each odd-numbered year and at the completion of the project. The report format is provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Biennium Summary Report Format".

COUNTY reserves the right to edit these reports for grammar and accuracy for publication in the Biennium Progress Report.

12. Annual Project Review Presentation. If requested, CONSULTANT shall prepare and present an Annual Project Review Presentation to representatives of the MSHCP's Adaptive Management Program in each year of the contract term. Dates and locations to be determined by COUNTY. The format for the annual project review presentation is an approximately 20-minute oral presentation that contains the following information:
 - a. Title of project,
 - b. A brief summary of the project's progress and findings,
 - c. A cumulative summary of the project's progress to date, which you may craft using the materials you have already submitted to the Desert Conservation Program in previous quarterly reports, and
 - d. A brief summary of the work plan for the remainder of the project, discussing any changes in approach that have been adopted to address issues or barriers to progress.

Copies of all presentation materials will be provided to COUNTY prior to the start of the presentation.

13. Annual Project Review Symposium Evaluation. The science advisor panel will attend the Annual project progress symposium on a yearly basis. The members of the panel will review presentations in their field of expertise and provide feedback about what is working or what the COUNTY may do in the future to improve upon the design either as part of the current contract if contract language allows or as a potential future project on that topic. These reviews will be compiled into a report to be delivered to the county one month after the symposium.
14. Tortoise Settling Rate Manuscript Submittal. CONSULTANT will write and submit a manuscript to a peer-reviewed journal relating to tortoise movement and settling rates detailed above in Section F. CONSULTANT shall deliver the final copy of the manuscript to the COUNTY as well as email confirmation that it has been submitted.
15. Management Plan Workshop / Workshop Summary. A one-day management plan workshop will be held in conjunction with the quarterly meeting held on or before February 28, 2025. The workshop will be held the day before the quarterly meeting. CONSULTANT shall submit a summary of the findings from the workshop.
16. BCCE Management Plan Revision. CONSULTANT shall revise the BCCE Management Plan.
17. Riparian Reserve Unit Management Plan Revision. CONSULTANT shall conduct a review of and update the Riparian Reserve Unit Management Plan.
18. Draft Biennial Adaptive Management Report. CONSULTANT shall prepare a draft Biennial Adaptive Management Report, addressing the required four topics as outlined in the Biological Opinion and Adaptive Management Memorandum of Understanding.
19. Draft Adaptive Management and Monitoring Plan Appendix. Every four years CONSULTANT will include an appendix to the Biennial Adaptive Management Report that reviews progress towards implementing the AMMP.
20. Final Biennial Adaptive Management Report. CONSULTANT shall prepare and submit a final Biennial Adaptive Management Report within two weeks of receiving COUNTY comments on the draft Biennial Adaptive Management Report. Every four years the Adaptive Management Report will include the AMMP Appendix.
21. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Project Review Summary Format".
Generally, this deliverable is approximately 10% of the total contract amount.

It is the responsibility of CONSULTANT to review all deliverables prepared by subcontractors prior to submitting to COUNTY. It is the responsibility of CONSULTANT to work out the details of the review to allow timely submission of all deliverables to COUNTY.

J. DOCUMENT SUBMITTAL:

All deliverables must be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified in Section I, Project Schedule, Milestones and Deliverables.

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, CONSULTANT shall contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). CONSULTANT shall complete the 'Contractor/Agency section' of the DTF. The form may be found at:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Deliverable Transmittal Form".

If unable to submit deliverables via email, submit them via U.S. mail or commercial courier or parcel service. Please send only one deliverable per USB drive and ensure that each is labeled with the project title and project number listed in this Scope of Work.

Deliverables submitted via U.S. mail or commercial courier or parcel service shall be mailed to the following address:

Deliverable Monitor, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

Within thirty (30) calendar days of receipt of a deliverable, COUNTY's representative will approve or reject the deliverable and notify CONSULTANT in writing. If more time is needed for review of deliverables, as in the case of a peer review, COUNTY will notify CONSULTANT in writing and provide an estimated number of days for review. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Agreement/Contract. CONSULTANT shall correct the deficiencies and resubmit an acceptable deliverable to COUNTY within ten (10) calendar days for approval, unless otherwise directed by COUNTY. Upon CONSULTANT'S request and justification, COUNTY may grant CONSULTANT more time for corrections. Invoice payment will be withheld pending deliverable approval.

K. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined in Section J, Document Submittal. This section provides further clarification on invoicing allowances:

CONSULTANT shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the "amount allowed" fee(s) listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

It is the responsibility of CONSULTANT to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed **before submitting an invoice**. CONSULTANT shall cite the deliverable and/or milestone number being invoiced.

COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:

- a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php.

Invoices shall be submitted via email to dcp@clarkcountynv.gov, or by United States mail or commercial courier/parcel service addressed as follows:

Administrative Specialist, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

PLEASE DO **NOT** SEND INVOICES VIA EMAIL **AND** MAIL, please select one submission option or the other and submit invoices only once.

Per NRS 244.250 COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

Appendix 1
Milestone/Deliverable/Invoicing Schedule Table
Science Advisor Panel year 1 and 2

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
February 1, 2024		Contract Award and Mobilization	NO FEE ALLOWED
February 28, 2024	M01	Project Kick-off Meeting / Quarterly Meeting	\$29,922
March 15, 2024	D01	Quarterly Project Meeting Summary	\$1,534
April 5, 2024	D	Quarterly Progress Report (Project start – March 31, 2024)	\$550
May 31, 2024	M	Quarterly Meeting	\$11,822
June 15, 2024	D	Quarterly Project Meeting Summary	\$1,534
June 21, 2024	M	Review Draft IPB Process and Schedule	\$2,046
July 1, 2024	M	Review Draft IPB Budget Principles	\$2,046
July 5, 2024	D	Quarterly Progress Report (April 1, 2024–June 30, 2024)	\$550
July 30, 2024	D	IPB Funding Recommendation Report	\$22,749
August TBD, 2024	M	2024 Annual Project Review Presentation (If requested)	\$5,561
August, TBD 2024	M	Quarterly Meeting	\$37,182
September 15, 2024	D	Quarterly Project Meeting Summary	\$1,534
September 21, 2024	D	Annual Project Review Symposium Evaluation	\$6,867
October 5, 2024	D	Quarterly Progress Report (July 1, 2024–Sept. 30, 2024)	\$550
November 15, 2024	M	Quarterly Meeting	\$11,822
November 30, 2024	D	Review Draft IPB Report	\$19,611
December 1, 2024	D	Quarterly Project Meeting Summary	\$1,534
January 5, 2025	D	Quarterly Progress Report (October 1, 2024–Dec. 31, 2024)	\$550
January 31, 2025	D	Tortoise Settling Rate Manuscript Submittal	\$43,679
February 28, 2025	M	Quarterly Meeting / Management Plan Workshop	\$37,182
March 15, 2025	D	Quarterly Project Meeting Summary	\$1,534
March 30, 2025	D	Management Plan Workshop Summary	\$11,088
April 5, 2025	D	Quarterly Progress Report (Project January 1, 2025 – March 31, 2025)	\$550
May 31, 2025	M	Quarterly Meeting	\$11,822

June 15, 2025	D	Quarterly Project Meeting Summary	\$1,534
July 1, 2025	D	Biennium Progress Summary Report	\$1,087
July 5, 2025	D	Quarterly Progress Report (April 1, 2025–June 30, 2025)	\$550
July 31, 2025	D	Riparian Properties Management Plan Revision	\$26,488
August TBD, 2025	M	2025 Annual Project Review Presentation (If requested)	\$5,561
August, TBD 2025	M	Quarterly Meeting	\$37,182
September 15, 2025	D	Quarterly Project Meeting Summary	\$1,534
September 21, 2025	D	Annual Project Review Symposium Evaluation	\$6,867
October 5, 2025	D	Quarterly Progress Report (July 1, 2024–Sept. 30, 2024)	\$550
November 1, 2025	D	Draft Biennial Adaptive Management Report	\$34,857
November 15, 2025	M	Quarterly Meeting	\$11,822
December 1, 2025	D	Quarterly Project Meeting Summary	\$1,534
December 15, 2025	D	Final Biennial Adaptive Management Report	\$13,127
January 5, 2026	D	Quarterly Progress Report (October 1, 2025–Dec. 31, 2025)	\$550
20 Days Prior to End Date	D	Receipt Submittal (As necessary)	NO FEE ALLOWED
January 15 2026	D	Final Project Review Summary Form and Project Claim Release	\$500
		NO COST 6 MONTH EXTENSION	\$0
January 31, 2026		Year 2 Closeout	N/A
SUBTOTAL:			\$407,562
AS NEEDED NOT TO EXCEED AMOUNT:			\$125,396
NOT TO EXCEED AMOUNT YEARS 1 & 2:			\$532,958

Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment.

Appendix 1
Milestone/Deliverable/Invoicing Schedule Table
Science Advisor Panel year 3 and 4

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
February 1, 2026		Contract Award and Mobilization	NO FEE ALLOWED
February 28, 2026	M	Quarterly Meeting	\$29,922
March 15, 2026	D	Quarterly Project Meeting Summary	\$1,534
April 5, 2026	D	Quarterly Progress Report (January 1, 2026 – March 31, 2026)	\$550
May 31, 2026	M	Quarterly Meeting	\$11,822
June 15, 2026	D	Quarterly Project Meeting Summary	\$1,534
June 21, 2026	M	Review Draft IPB Process and Schedule	\$2,046
July 1, 2026	M	Review Draft IPB Budget Principles	\$2,046
July 5, 2026	D	Quarterly Progress Report (April 1, 2026–June 30, 2026)	\$550
July 30, 2026	D	IPB Funding Recommendation Report	\$22,749
August TBD, 2026	M	2026 Annual Project Review Presentation (If requested)	\$5,561
August, TBD 2026	M	Quarterly Meeting	\$37,182
September 15, 2026	D	Quarterly Project Meeting Summary	\$1,534
September 21, 2026	D	Annual Project Review Symposium Evaluation	\$6,867
October 5, 2026	D	Quarterly Progress Report (July 1, 2026–Sept. 30, 2026)	\$550
November 15, 2026	M	Quarterly Meeting	\$11,822
November 30, 2026	D	Review Draft IPB Report	\$19,611
December 1, 2026	D	Quarterly Project Meeting Summary	\$1,534
January 5, 2027	D	Quarterly Progress Report (October 1, 2026–Dec. 31, 2026)	\$550
February 28, 2027	M	Quarterly Meeting	\$29,922
March 15, 2027	D	Quarterly Project Meeting Summary	\$1,534
March 31, 2027	D	BCCE Management Plan Revision	\$26,488
April 5, 2027	D	Quarterly Progress Report (Project January 1, 2027 – March 31, 2027)	\$550
May 31, 2027	M	Quarterly Meeting	\$11,822
June 15, 2027	D	Quarterly Project Meeting Summary	\$1,534

July 1, 2027	D	Biennium Progress Summary Report	\$1,087
July 5, 2027	D	Quarterly Progress Report (April 1, 2027–June 30, 2027)	\$550
August TBD, 2027	M	2027 Annual Project Review Presentation (If requested)	\$5,561
August, TBD 2027	M	Quarterly Meeting	\$37,182
September 15, 2027	D	Quarterly Project Meeting Summary	\$1,534
September 21, 2027	D	Annual Project Review Symposium Evaluation	\$6,867
October 1 2027	D	Draft Adaptive Management and Monitoring Plan Appendix	\$45,941
October 5, 2027	D	Quarterly Progress Report (July 1, 2027–Sept. 30, 2027)	\$550
November 1, 2027	D	Draft Biennial Adaptive Management Report	\$39,331
November 15, 2027	M	Quarterly Meeting	\$11,822
December 1, 2027	D	Quarterly Project Meeting Summary	\$1,534
December 15, 2027	D	Final Biennial Adaptive Management Report	\$13,127
January 5, 2028	D	Quarterly Progress Report (October 1, 2028–Dec. 31, 2028)	\$550
20 Days Prior to End Date	D	Receipt Submittal (As necessary)	NO FEE ALLOWED
January 10, 2028	D	Final Biennium Progress Summary Report	\$1,087
January 15, 2028	D	Final Project Review Summary Form and Project Claim Release	\$500
		NO COST 6 MONTH EXTENSION	\$0
January 31, 2028		Project Closeout	N/A
SUBTOTAL:			\$397,037
AS NEEDED NOT TO EXCEED AMOUNT:			\$127,963
NOT TO EXCEED AMOUNT YEARS 3 & 4:			\$525,000
TOTAL NOT TO EXCEED AMOUNT			\$1,057,958

Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment.

Appendix 1
Milestone/Deliverable/Invoicing Schedule Table
Science Advisor Panel Hourly Rates

Hourly Rates:

Hourly rates are all-inclusive, including all overhead and fees.

Position	Name	Hourly Rate
Science Advisor Lead	Tarita Harju	\$201.35
Desert Tortoise Ecologist	Danna Hinderle	\$162.00
Desert Riparian Ecology & Restoration	Chris Rasmussen	\$162.00
Restoration Botanist	Richard Alward	\$162.00
Biostatistical Analysis	Seth Harju	\$162.00
Alta CEO	Derek Forseth	\$268.84
Project Administrator	Jill Dorsey	\$114.74
Landscape Ecologist	Jocelyn Aycrigg	\$201.35
Ecologist, Biostatistical Analysis	Jodi Berg	\$141.73
Restoration and Civil	Jessica Dzara	\$181.10
Desert Tortoise Ecologist	Michael Tuma	\$194.40
Restoration Ecologist	Susan Mortenson	\$197.73
Ecologist, General Avian Biologist	Jeff Barna	\$223.56
Dryland Restoration Botanist	Tamera Minnick	\$162.00
Dryland Botanist	Daryl Koutnik	\$317.52

EXHIBIT B

INSURANCE REQUIREMENTS SCIENCE ADVISOR PANEL

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: CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-4), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY's written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: 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. COUNTY Coverage: COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. CONSULTANT'S insurance shall be primary as respects COUNTY, its officers and employees.
4. Endorsement/Cancellation: CONSULTANT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically' CONSULTANT'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. ***Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**. *If the deductible is "zero" it must still be referenced on the certificate.*
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, CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
8. Automobile Liability: Subject to Paragraph 6 of this Exhibit, 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. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
9. Professional Liability: 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 COUNTY.

10. Workers' Compensation: 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 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 CONSULTANT fails to maintain any of the insurance coverages required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare 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. COUNTY may collect any replacement insurance costs or premium payments made from CONSULTANT or deduct the amount paid from any sums due CONSULTANT under this Contract.
12. Additional Insurance: CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
14. Cost: 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) Each Occurrence (\$1,000,000)
 - (E) General Aggregate (\$2,000,000)
 - (F) Products-Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

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

10. Appointed Agent Signature to include license number and issuing state.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. CARRIER'S
	INSURER B:	BEST KEY
	INSURER C:	RATING
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
5.	AUTOMOBILE LIABILITY	X		(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	\$(J) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A				WC STATUTORY LIMITS	OTHER \$
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	\$(N) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. CBE NO. 606860-23; SCIENCE ADVISOR PANEL.**9. CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

PROJECT NUMBER AND PROJECT NAME: P606860-23 SCIENCE ADVISOR PANEL

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

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. 606860-23, entitled SCIENCE ADVISOR PANEL;
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)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB
1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB
- ☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.