CLARK COUNTY, NEVADA

CONSULTING ASSESSMENT AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAINING/LEAD BASED PAINT AND INDOOR AIR QUALITY
SOQ NO. 606429-22

NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC **DBA UNIVERSAL ENGINEERING SCIENCES**
NAME OF FIRM
Tomokazu Taniuchi Senior Project Manager
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4480 West Hacienda Suite 104 Las Vegas, Nevada 89118
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 873-3478
(AREA CODE) AND TELEPHONE NUMBER
(702) 873-2199
(AREA CODE) AND FAX NUMBER
ttaniuchi@teamues.com
E-MAIL ADDRESS

CONSULTING ASSESSMENT AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAININGLEAD BASED PAINT AND INDOOR AIR QUALITY

This Contract is made and entered into this _____day of _____2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and NOVA GEOTECHNICAL & INSPECTION SERVCIES, LLC DBA UNIVERSAL ENGINEERING SCIENCES (hereinafter referred to as CONSULTANT), for Consulting Assessment and Abatement Monitoring Services for Asbestos, Mold, Lead Containing/Lead Based Paint and Indoor Air Quality (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and for the hourly rates contained herein, 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.

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 June 30, 2024, with the option to renew for four (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 three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) in accordance with the hourly rates listed therein. COUNTY'S obligation to pay CONSULTANT will be for actual work performed. CONSULTANT understands that work will be assigned on a rotational, project-by-project basis, and no CONSULANT is guaranteed work or compensation without a project assignment.

B. All work performed pursuant to this Contract must be pre-approved by COUNTY. No payment shall be made for unauthorized work or consulting services that have not been approved by COUNTY.CONSULTANT will be entitled to progress payments in accordance with the completion of each project. With the exception of emergent projects, purchase orders will be issued for each project. Hourly rates shall be subject to fee schedule exhibit (Exhibit D)

D. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: **http://www.gsa.gov/portal/category/21287**.
   c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid

without prior written authorization by COUNTY.

d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

e. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONSULTANT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph 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.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.

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

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

8. Invoices shall be submitted to: For Risk Management projects, send invoices to: Leigh Ann Anders at Leigh.Ann.Anders@Clarkcountynv.gov. For Real Property Management projects, send invoices to RPM Design & Construction project representative, rpmdcinvoices@ClarkCountynv.gov

   1. Invoices shall state the name(s) of individual(s), dates, times, and service, rate(s) per hour, County Building tag number, name, address, brief description of the services rendered, and total for each individual.

   2. Certification: If the COUNTY'S representative does not directly oversee the services to be performed or reports submitted, he must designate an employee who will and both COUNTY'S representative and designee must verify that the services were performed before making payment. All invoices must bear one of the following certifications:

      a. For charges based on time and materials spent in working - "I certify that the hours/days/weeks worked, as described herein, to the best of my knowledge and belief, are accurate, that the work performed was satisfactory within the scope of the Contract and acceptable as presented, and the expenses shown are proper and accurately reflected."

      b. For charges determined on a basis other than "time worked" - "I certify that the charges described herein, to the best of my knowledge and belief, are accurate, have been found satisfactory within the scope of the Contract and acceptable as presented, and that the expenses shown are proper and accurately reflected."

      DATE: _____ SIGNED BY: _____

      In the County of Clark,

      Las Vegas, Nevada

9. 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.

E. COUNTY'S Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in CONSULTANT'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of CONSULTANT for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by CONSULTANT of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

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

SECTION V: RESPONSIBILITY OF CONSULTANT

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

B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

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

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

E. CONSULTANT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.

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

G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.

1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.

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

I. 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 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

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

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

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

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Contract.

B. 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.

C. In the event that CONSULTANT fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, CONSULTANT shall pay to COUNTY as liquidated damages the sum of $100.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) business 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) business 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 facsimile, at the following addresses:

TO COUNTY: Clark County Government Center
Attn: Purchasing Administrator
500 Grand Central Parkway
Las Vegas, Nevada 89155

TO CONSULTANT: Nova Geotechnical & Inspection Services, LLC dba Universal Engineering Sciences
Attn: Tomokazu Taniuchi
4480 West Hacienda Avenue, Suite 104
Las Vegas, Nevada 89118

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Non-Discrimination/Public Funds

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 their 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 Board of County Commissioners.

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 Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

CONSULTANT certifies that, at the time it signed this Contract, 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 DATE
Chief Financial Officer

CONSULTANT:

NOVA GEOTECHNICAL & INSPECTION SERVICES, LLC

DBA UNIVERSAL ENGINEERING SCIENCES

By:_____ 3-22-2023

JAMES BRISTOW, PE DATE
Managing Partner

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Jason Patchett for Elizabeth Vibert Apr 6, 2023
Jason Patchett for Elizabeth Vibert (Apr 6, 2023 13:22 PDT)

ELIZABETH A. VIBERT DATE
Deputy District Attorney

EXHIBIT A
CONSULTING ASSESSMENT AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAININGLEAD BASED PAINT AND INDOOR AIR QUALITY
SCOPE OF WORK

CONSULTANT shall provide the materials, equipment and labor to provide the following professional services, on an as-needed basis, after the COUNTY issues a written request for services:

A. EMERGENCY RESPONSE

CONSULTANT shall provide the COUNTY with a wireless contact phone number on a 24-hour, 365-calendar day basis for emergency situations. CONSULTANT shall acknowledge the COUNTY's request for Emergency service within 2 hours, and the CONSULTANT's representative must respond on-site with appropriate equipment and supplies, within 3 hours from COUNTY's call and are actively engaged with problem resolution. During an asbestos disturbance causing a fiber release episode, lead based paint disturbance or emergency indoor air Quality event, the consultant will immediately coordinate with the owner to identify perimeters to be secured by the Owner's forces. An immediate visual and as needed air assessments will be performed. The CONSULTANT will provide timely recommendations and logical problem mitigation options to the Owner, which are in compliance with all applicable Nevada Occupational Safety and Health Act, Environmental Protection Agency (EPA), Occupational, Safety and Health Administration (OSHA) and Clark County Health District rules and regulations governing emergency Asbestos, Lead Based Paint and Indoor Air Quality abatement response activities.

B. ROUTINE RESPONSE WORK REQUEST

Upon receipt of a written and/or verbal or written notification to proceed by the COUNTY, the Consultant shall respond to routine asbestos, lead, and indoor air quality investigations and assessments within 24 hours. The initial communication and exchange of information shall be performed by the Consultant's Certified Industrial Hygienist (CIH). The CIH shall submit a preliminary report of the investigation within 24 hours of the initial visit. Said report shall provide the COUNTY with adequate health and safety recommendations regarding the area in question. This information shall be directed to the COUNTY in a manner so that the Safety Officer may make an informed decision regarding a personnel exposure, building occupancy, and remediation response priority. A final and comprehensive written report must be received within seven (7) calendar days from the initial Notice to Proceed or Work Order.

C. TRAINING

The CONSULTANT shall also provide or coordinate, at no additional mark up cost, Asbestos, Lead Based Paint and IAQ Training as requested by the COUNTY representative. If such training is not available via the CONSULTANT's staff, the CONSULTANT shall subcontract the training via a qualified and certified training provider. The CONSULTANT will be responsible to verify the sub consultant's training credentials and coordinate all aspects of said training, including but not limited to: travel, course venue, lodging (if applicable), invoicing and training records. The CONSULTANT will also coordinate training such as "Asbestos Awareness Training" with other entities which are contractually affiliated with the COUNTY. All training will be coordinated with and approved by the COUNTY prior to proceeding.

D. COLLECTION OF ASBESTOS, LEAD AND IAQ (MOLD, VOC, BACTERIA, ETC.) SAMPLES

The CONSULTANT will collect representative amounts of applicable sampling as indicated and warranted by the conditions present and applicable Federal, State and Local laws and National Standards.

E. CONTINUOUS PROJECT MONITORING

The CONSULTANT will monitor activities of the assigned projects, which may include small-scale mold remediation cleanups through major hazardous material abatement projects. The CONSULTANT will maintain a quality assurance monitoring program, which will consist of the following:

1. Confirm that proper notification has been submitted to the appropriate authorities, if applicable according to Federal, State and Local laws and standards.

2. Maintain a comprehensive report outlining the daily work activities and its related testing results during emergency response and routine Asbestos, Lead Based Paint and Indoor Air Quality projects.

3. Upon completion of all abatement/remediation projects, the CONSULTANT will perform thorough post remediation/abatement verification procedures per federal, state, or local laws, regulations and/or standards to ensure that the abatement services are complete and acceptable to the Authority Having Jurisdiction, Non-regulated remediation of Mold or other IAQ type projects must be verified complete using the established and generally accepted Post Remediation Verification procedures dictated by the current National Standards of Care. Clark County Risk Management reserves to the right to establish a uniform post remediation verification procedure to be used by all Consultants providing such services under this agreement.

4. Post remediation verifications may include samples analyzed by accredited laboratories to ensure final results are equal to or better than levels found outdoors or at the best achievable air quality within OSHA, EPA regulations, established guidelines and/or nationally recognized standards.

5. Provide preparation of inspection logs and reports of activities during the course of project operations.

   Prior to beginning work in an area, the CONSULTANT will collect preliminary samples for use as background levels. An inspection of constructed containment facilities will be completed and approval to go ahead with the abatement project will be made by the consultant. Additional sampling, within and outside of the containment area, will be completed during the course of the project as needed.

   After material removal, etc., activity is complete and work areas are thoroughly cleaned, the CONSULTANT will perform post remediation verifications per federal, state, or local laws, regulations and or standards. Written reports will be submitted which detail the method of sampling, locations and types of samples collected, decontamination procedures, discussion of work practices, disposal manifest and appendix for all laboratory monitoring. 1 paper original, 1 electronic original and 2 hard copies of the Scope of Work final reports and certificates will be presented to Les Lee Shell, Risk Manager. Final project reports are to be submitted to the COUNTY within 10 working days.

F. PERFORM POST REMEDIATION VERIFICATION

The CONSULTANT will perform all required visual assessments and laboratory testing to determine if areas meet OSHA, EPA and/or nationally recognized and/or Clark County Risk Management re-occupancy standards. See E.3.

G. ASBESTOS, LEAD BASED PAINT, INDOOR ENVIRONMENTAL QUALITY AND HAZARDOUS BUILDING MATERIALS SURVEYS

CONSULTANT shall collect bulk samples of construction materials representatively to determine if areas contain hazardous materials. The CONSULTANT will determine exact quantities and location of confirmed hazardous materials and provide a written report, in a format acceptable by all governing agencies and the COUNTY. The survey report shall be comprehensive or limited as dictated by project objectives and applicable regulations. The Consultant shall make every effort to accurately quantify the entire scope of Haz-Mat onsite or within the confines of a given space. If the Consultant discovers concealed spaces during the course of a routine asbestos, lead or fungal survey, it must bring this information to the attention of the COUNTY. The COUNTY must approve any destructive inspection activities in writing if the Consultant is required to inspect concealed spaces by the COUNTY. The Consultant will subcontract this minor demolition work to qualified local abatement contractors as required. The removal of building materials for the purpose of inspection will be performed in a reasonable manner to minimize repair cost to the COUNTY. All finish material removed from walls or ceilings will be removed from center to center of adjacent building studs, joists and rafters. All access opening shall have straight and true cut in an effort to minimize restoration efforts.

Return visits by the Consultant to obtain samples, which were omitted during the initial survey inspection, will be performed at no additional cost to the COUNTY. The Consultant will also update all reports by removing and replacing the entire report previously submitted.

All Asbestos Surveys will be performed in accordance with ASTM E2356-10 Standard Practice for Comprehensive Building Asbestos Surveys or the latest version published at the time.

H. PROJECT AUTHORIZATION

CONSULTANT shall provide a breakdown of the cost and description of the scope of work for each project. Each project must be authorized by COUNTY's representative in the Finance/Real Property Management Department, before commencement of work.

I. ARCHIVE

CONSULTANT shall manage and store copies of all project data for a period no less than 30 years after completion of the prescribed consulting services.

J. REPORTS AND SURVEYS

CONSULTANT shall deliver a written report with test results, interpretations and recommended actions per the following schedule:

ASBESTOS BULK AND AIR SAMPLING REPORTS

Asbestos Bulk Sampling Survey Reports will be submitted within 15 working days of issuance of a Clark County Purchase Order and/or a written notice to proceed by the COUNTY. If the Consultant cannot produce a report within the time specified by this agreement, then it will request a time extension accompanied with a reasonable justification for approval by the COUNTY. The Consultant is required to request and review the COUNTY's archived asbestos or other hazardous material survey data before proceeding with new surveys. The Consultant will proceed with obtaining additional survey data only if the current data is deemed deficient by the COUNTY and Consultant jointly. Supplemental surveys will be compiled with existing survey of the like and presented to the Owner as one updated survey.

Asbestos Air Sampling Clearance Reports will be submitted within 3 working days after gathering samples onsite.

LEAD-BASED PAINT BULK SAMPLING REPORTS will be provided within 2 working days of sample results being received by the CONSULTANT.

SPORE TRAP (i.e., Air-O-Cell) FUNGAL AIRBORNE, TAPE IMPRESSION SAMPLING AND OTHER NON-CULTURABLE SURFACE SAMPLING will have reports provided within 2 working days of sample results being received by the CONSULTANT.

CULTURABLE (i.e., Anderson-like agar sampling) FUNGAL AIRBORNE SAMPLING AND ANY OTHER CULTURABLE SURFACE SAMPLING (i.e., swabs, vacuum samples, etc.) will have reports within 2 working days of sample results being received by the CONSULTANT.

GENERAL INDUSTRIAL HYGIENE SAMPLING for materials such as Volatile Organic Compounds (VOCs), particulates, aldehydes, fiberglass, metals, carbon monoxide, etc. will have reports provided within 2 working days of sample results being received by the CONSULTANT.

HAZARDOUS BUILDING MATERIALS SURVEYS: includes a complete survey of building materials as described elsewhere in this section and other materials including but not limited to mercury containing lights tubes (fluorescent light tubes), mercury containing thermostats, other lead containing materials (lead flashing), PCB containing transformers and ballasts, radioactive materials (exit signs), and refrigerants (HVAC compressors). Survey results will be provided within 10 working days of sample results being received by the CONSULTANT.

Reports will include Chain-of-Custody documentation and personnel credentials

K. REPORT SUBMITTAL SCHEDULE

CONSULTANT shall be notified of project by COUNTY. Based on type of project (Emergency or Routine), the CONSULTANT shall respond within two (2) hours or twenty-four (24) hours. The CONSULTANT shall provide a CIH and/or CSP for the initial project consultation with COUNTY or designee. The CONSULTANT shall provide a written preliminary report the next working day after initial consultation with COUNTY. The preliminary report may be submitted electronically (via email). The CONSULTANT shall provide a written project cost estimate the next working day after initial consultation with COUNTY. The project cost estimate may be submitted electronically.

The CONSULTANT shall provide a written project scope of work to COUNTY or designee within 48 hours of the CONSULTANT receiving sample results. The project scope of work is to include but not limited to the items found in Section N. The CONSULTANT shall provide to the COUNTY or designee one (1) paper original, and one (1) electronic original of the project scope of work.

The CONSULTANT shall provide post remediation verification, as needed, for each project. The CONSULTANT shall provide a written final project report to the COUNTY or designee within ten (10) working days of the CONSULTANT receiving the post remediation verification results. The CONSULTANT shall provide the COUNTYR or designee one (1) paper original, and one (1) electronic original of the final project report.

Liquidated damages of $100.00 for each calendar day shall result for non-compliance to report submittal schedule.

All documentation submitted to the COUNTY or designee is a matter of public record.

L. THIRD PARTY SAMPLING/QUALITY AUDITS

COUNTY reserves the option to acquire the services of another environmental consultant (third party) to perform additional sampling to confirm or verify results of sampling as a form of quality audits to verify if the CONSULTANT is conforming with the terms and conditions set forth in the Contract and with the COUNTY's Operation and Maintenance Plans.

M. ASBESTOS, LEAD CONTAINING MATERIAL AND INDOOR AIR QUALITY REMEDIATION SCOPE OF WORK SUBMITTAL.

Within 48 hours of the Consultant's receiving sampling results as described in Section B of Exhibit A, the Consultant shall submit a Remediation Scope of Work. The Remediation Scope of Work will be specific to the building/area under investigation and identify the extent of remediation to be executed by others under a separate agreement with the COUNTY. The Remediation Scope of Work shall include but not be limited to the following:

1. Building/Project name, address, room/area identification.
2. Consultant's Project Identification Number
3. Preparer's Name and Professional Designations
4. Work Order/RPM Project Numbers
5. Accurate locator Map with GPS coordinates or specific directions to the site from Downtown Las Vegas.
6. Name of Consultant with address and contact information.
7. Name of COUNTY representative with organization name, address and contact information.
8. Name of Occupant/User Department current function.
9. Emergency contact procedures and contacts.
10. Scope of Work

    a) Written scope of work
    b) Scalable diagrams and drafted plans with accurate dimensions in all directions (length, width, height). Use and edit COUNTY provided floor plans and elevation plans as baseline and background graphical representations whenever possible or available. Verify existing as-built information in the field to the extent required for a given project.
    c) Provide estimated quantities of materials to be removed or abated.
    d) Photographic documentation
    e) Baseline contaminate data if obtained during previous investigation visits.
    f) Specific work requirements such as PPE, minimum personnel, maximum timeline, access constraints and other foreseeable challenges.
    g) Project Budget Estimate.
    h) Closeout document requirements.
    i) Demobilization requirements.
    j) Post remediation verification requirements

N. CONSTRUCTION, DEMOLITION, AND RENOVATION PROJECT CONSULTATION

The services outlined in this agreement will be used to support and augment small, medium, and large scale renovation and demolition construction projects as approved by the Governing Board of County Commissioners. The Consultant will be required to provide a detailed projection of its scope of services based upon the magnitude of the project, existing survey/project information, and generally accepted assumptions at the time of the request for services. In addition to the aforementioned work outlined in this exhibit, the COUNTY will require the Consultant to participate (as needed) in Design Development meetings, review and understand construction plans and specification prepared by a licensed design professional, obtain background CADD files from the Architect or Engineer and use them to produce Abatement Plans for the project, provide abatement specification using the most current adopted Construction Specification Institute (CSI) Master Format, participate in bidding processes, and perform construction administration specific to the scope of work the Consultant produced including but not limited, reviewing submittals, responding to request for interpretation, change modification negotiation and approval, and project close-out procedures.

Consultant shall verify contractor properly disposes of hazardous materials per regulations and as specified by the Consultant.

O. ANNUAL AUDIT

If required by COUNTY, the CONSULTANT shall perform an annual audit of the COUNTY's files and databases related to the contract. The CONSULTANT will provide an annual report outlining and deficiencies, corrective actions and recommendations. Said Audit will be performed by personnel experienced in reviewing the information being audited, i.e. Asbestos files will be audited by a certified asbestos inspector, and mold related files will be inspected by a trained industrial hygienist with mold training experience.

EXHIBIT B
CONSULTING ASSESSMENT AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAININGLEAD BASED PAINT AND INDOOR AIR QUALITY
INSURANCE REQUIREMENTS

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

A. **Format/Time**: CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage 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.

B. **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.

C. **Owner Coverage**: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. CONSULTANT'S insurance shall be primary with respect to COUNTY, its officers and employees.

D. **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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***

E. **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.*

F. **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.

G. **Commercial General Liability**: Subject to Paragraph F 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.***

H. **Automobile Liability**: Subject to Paragraph F 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.***

I. **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 two (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.

J. **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.

K. **Failure to Maintain Coverage**: 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 the Contract.

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

M. **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.

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

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

P. **Insurance Form Instructions**: The following information must be filled in by CONSULTANT'S Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. CONSULTANT'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
   - (A) Policy Number
   - (B) Policy Effective Date
   - (C) Policy Expiration Date
   - (D) Each Occurrence ($1,000,000)
   - (E) Damage to Rented Premises ($50,000)
   - (F) Personal & Advertising Injury ($1,000,000)
   - (G) General Aggregate ($2,000,000)
5. Automobile Liability (Any Auto)
   - (H) Policy Number
   - (I) Policy Effective Date
   - (J) Policy Expiration Date
   - (K) Combined Single Limit ($1,000,000)
6. Worker's Compensation
7. Professional Liability
   - (L) Policy Number
   - (M) Policy Effective Date
   - (N) Policy Expiration Date
   - (O) Aggregate ($1,000,000)
8. Description: SOQ 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.

ACORD®

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		NAIC #
INSURED 2. CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		3.
	INSURER B:		Company's
	INSURER C:		Best
	INSURER D:		Key Rating
	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			(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X OCCUR.	X							
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATUTORY LIMITS / OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	$(Q)	1,000,000

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

8. SOQ NO. 606429-22; CONSULTING ASSESSMENT AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAININGLEAD BASED PAINT AND INDOOR AIR QUALITY.

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

SAMPLE

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ACORD 25 (2010/05)

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

SOQ NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE 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

(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 SOQ No. 606429-22, entitled CONSULTING ASSESSMENT AND ABATEMENT MONITORING SERVICES FOR ASBESTOS, MOLD, LEAD CONTAININGLEAD BASED PAINT AND INDOOR AIR QUALITY;

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

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.
- DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.
- EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

EXHIBIT D
FEE SCHEDULE

NO.	PERSONNEL	RATE PER HOUR
1.	TECHNICAL DRAFTING	
2.	FIELD / LABORATORY TECHNICIAN	
3.	SENIOR TECHNICIAN / INSPECTOR	
4.	SUPERVISORY TECHNICIAN / INSPECTOR	
5.	WORD PROCESSOR	
6.	STAFF SUPPORT AND CLERICAL	
7.	STAFF PROFESSIONAL	
8.	SENIOR STAFF PROFESSIONAL	
9.	PROJECT PROFESSIONAL / MANAGER	
10.	SENIOR PROFESSIONAL / MANAGER	
11.	PRINCIPAL PROFESSIONAL / MANAGER	
12.	PRINCIPAL / CONSULTANTS	
13.	CERTIFIED IDUSTRIAL HYGENIST (CIH)	

An overtime charge of 50 percent of the above hourly rates will be added for hourly personnel (No. 1 through No. 6 above) for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays.

A minimum charge of three hours will be made for each calendar day of requested or required field service.

Expenses

1. Subcontracted exploration expenses (drilling, trenching, etc.) are charged at cost plus 15 percent.
2. Other out-of-pocket expenses (aerial photos, blue prints, permits, bonds, outside printing services and sampling, etc.) are charged at cost plus 15 percent.