

CLARK COUNTY, NEVADA

CBE-1503

CONTRACT FOR

SHUTTLE BUS OPERATIONS AND MAINTENANCE

NAME OF FIRM	FIRST TRANSIT INC.
DESIGNATED CONTACT, NAME AND TITLE	LAURA HENDRICKS, CEO
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	720 E BUTTERFIELD ROAD, SUITE 300 LOMBARD, IL 60148
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**CONTRACT FOR
SHUTTLE BUS OPERATIONS AND MAINTENANCE
CBE-1503**

This Contract is made and entered into this _____ day of July 2025, by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and FIRST TRANSIT, INC. (hereinafter referred to as "CONTRACTOR"), for SHUTTLE BUS OPERATIONS AND MAINTENANCE (hereinafter referred to as "PROJECT"). OWNER and CONTRACTOR are each a "Party" to the Contract, and together they are the "Parties".

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$14,345,140 for Year 1, \$14,960,581 for Year 2, and \$15,398,301 for Year 3, including all travel, lodging, meals, miscellaneous expenses, fees, and other charges.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Furthermore, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend, and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions, or privileges of employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.

4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality.

The CONTRACTOR acknowledges that if discrimination has occurred, the OWNER may declare the CONTRACTOR in breach of Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.

- D. CONTRACTOR acknowledges that CONTRACTOR and any Subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability, or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees, or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its Subcontractors and their principals, officers, employees, and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR 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. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR'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 CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement. If CONTRACTOR fails to make a required replacement within 30 days, CONTRACTOR shall promptly notify OWNER of same and the Parties shall discuss and agree upon a replacement schedule in good faith. Should the CONTRACTOR fail to abide by the agreed upon replacement schedule as provided in the preceding sentence, OWNER shall have the right to seek termination for default as provided herein.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to Parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- L. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.

M. AIRPORT SECURITY

1. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of the Airport;
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security checkpoint. Note: This is a part of the SIDA

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at Harry Reid International Airport (LAS) be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA at LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS identification badge at all times.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR's Subcontractors, vendors, suppliers and agents and their employees. CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier Subcontractor.

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that OWNER reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of LAS.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a lime green badge. Personnel with a lime green Badge are only allowed access to and within the LAS Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a lime green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

CONTRACTOR's personnel with a lime green badge can gain access to Landside/Public or Sterile Area work areas without escort. If a lime green badge holder enters an Airport Secured Area/SIDA, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with lime green badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

6. Security Protocols/Directives

CONTRACTOR acknowledges that LAS is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. CONTRACTOR agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Contract and any extensions thereof.

N. ENVIRONMENTAL REGULATIONS

1. CONTRACTOR will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by CONTRACTOR, its employees, officers, agents, representatives, contractors, Subcontractors, suppliers and/or other representatives of CONTRACTOR in violation of applicable Environmental Laws.

- a. If the OWNER has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the OWNER may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the OWNER, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the OWNER's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the OWNER will obtain the qualified independent experts and all costs incurred by the OWNER plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.
 - b. CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions received by CONTRACTOR (that are not subject to an attorney/client privilege) pertaining to the Premises or CONTRACTOR's use of the Airport, regarding any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment caused by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, if requested by Director.
2. If the presence of any Hazardous Material on, under, or about the Premises or the OWNER caused or permitted by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, during the term of this Contract results in any contamination of the Premises or other portion of the Airport used by CONTRACTOR in violation of applicable Environmental Regulations, CONTRACTOR will promptly take any and all actions, at its sole cost and expense, as are necessary to remediate such area(s) as required by applicable Environmental Regulations to a condition that existed prior to the introduction of any such Hazardous Material to said area(s). CONTRACTOR will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contaminations as are presently or subsequently discovered on or under the Premises and caused by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, during the term of this Contract as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all applicable Environmental Regulations. Such procedures are subject to:
 - a. Prior approval of Director, which approval will not be unreasonably withheld, conditioned, or delayed. CONTRACTOR will submit to Director a written plan for completing all remediation work.
 - b. The OWNER retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the OWNER is required to obtain services from consultants to address CONTRACTOR remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.
- O. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit F** prior to any Contract award by the BCC.
- P. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, surveys, records, and other pertinent documents.
 - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONTRACTOR shall return any original data provided by OWNER.

- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: COMPENSATION, TERMS OF PAYMENT, AND TERM

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed annual amount of \$14,345,140.00 for Year 1, \$14,960,581 for Year 2, and \$15,398,301 for Year 3. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said not to exceed amount.

OWNER reserves the right to increase the annual not to exceed amount by up to 20% based on the OWNER's operational needs.

B. PAYMENTS

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
3. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing Party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
4. All payments shall be due within 30 calendar days after receipt of the invoice.
5. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from, or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
6. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at AccountsPayable@LASairport.com. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.

All invoices should include the following information:

- a. Company
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County Department of Aviation Purchase Order Number
- g. Company's Tax Identification Number
- h. Contract Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)
- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

C. OWNER's FISCAL LIMITATIONS

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

D. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from July 1, 2025 to June 30, 2028, with the option to renew for four (4), three-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

E. CONTRACT EXTENSION

OWNER reserves the option to temporarily extend this Contract for up to six (6) months from the expiration of the initial term, or if any renewal options are exercised, from the expiration of the last renewal option exercised, for any reason. Contract pricing in effect at the time of extension shall apply to the Contract extension term.

F. ESCALATION

At OWNER's sole discretion, OWNER may approve additional escalation for labor rates / wages subject to changes in laws governing such rates, market conditions, or other considerations where hiring and/or retention are affected by the wages and/or salaries offered for the positions required under the Contract.

G. AUTHORIZATION TO PROVIDE GOODS AND SERVICES

Commencement of the services and/ or delivery of goods as described in the Scope of Work as set forth in **Exhibit A** of this Contract, is not authorized and shall not occur until OWNER has issued a Purchase Order and all pre-commencement requirements of the Contract (e.g., insurance documentation, security badging, orientation, scheduling, etc.) have been met. Any work performed or goods delivered prior to these conditions being met will be at the CONTRACTOR's risk and expense.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR's Subcontractor or its sub-Subcontractor.

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. TIME SCHEDULE

1. Time is of the essence for the purposes of this Contract.
2. CONTRACTOR shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.
3. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.
4. In case of any of any failure on the part of the CONTRACTOR to complete the services within the time specified, or any agreed upon time extension thereof, the OWNER will be damaged. It is hereby agreed that the amount of such damages due the OWNER shall be fixed at \$15,000.00 per day for the first 90 calendar days and \$5,000.00 per calendar day thereafter. This sum is fixed and hereby agreed upon between parties since calculating the actual loss to the OWNER and to the public caused by the CONTRACTOR's failure to complete the services within the time specified, would be impractical and extremely difficult to determine. The parties agree that this sum is not intended as a forfeit or a penalty but as liquidated damages.

The amount of liquidated damages provided in this Contract is neither a penalty nor a forfeiture and shall compensate the OWNER solely for the OWNER's inability to use the buses for their intended purpose and is not intended to and does not include: (a) any direct damages and reasonable costs incurred by the OWNER for extended administration of this Contract, or by OWNER's representatives, as a result of CONTRACTOR's failure to complete the services, (b) any additional services required by the OWNER that caused delay and completion of work. OWNER shall be entitled to claim against the CONTRACTOR for its direct damages and related amounts not specifically included within the liquidated damages as set forth herein and that are proximately caused by the failure of CONTRACTOR to complete the services. Such costs shall be analyzed and computed separately.

B. SUSPENSION

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

C. TERMINATION

1. This Contract may be terminated in whole or in part by either Party in the event of substantial failure of the other Party to fulfill its obligations under this Contract through no fault of the terminating Party; but only after the other Party is given:
 - a. not less than 90 calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating Party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
 - a. not less than 90 calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is affected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR's default.
4. Upon receipt or delivery by CONTRACTOR of a notice, the CONTRACTOR shall promptly discontinue all services effected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another Party or otherwise. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been affected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
8. 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 CONTRACTOR's principals, officers, employees, agents, Subcontractors, vendors, or suppliers are expressly recognized to be within CONTRACTOR's control.

D. SURVIVABILITY

The terms and conditions of the Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Contract will survive.

E. COVENANT AGAINST CONTINGENT FEES

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

F. GRATUITIES

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

G. INSURANCE

The CONTRACTOR shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit C** within ten (10) working days after OWNER request.

The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit C**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **Exhibit C** and shall include costs of such insurance coverage in their prices.

H. INDEMNITY

The CONTRACTOR its CONTRACTORS and Subcontractors of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, directly caused, occasioned, or contributed to in whole or in significant part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR its CONTRACTORS and Subcontractors or of anyone acting under its direction or control or on its behalf in connection with the performance of this Contract. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend, and hold harmless OWNER for any reasonable attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false, or fraudulent.

I. PATENT INDEMNITY

CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees; provided OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

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

J. INTELLECTUAL PROPERTY INDEMNITY

1. CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any intellectual property and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract CONTRACTOR shall at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.
3. CONTRACTOR shall indemnify, defend, and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

OWNER agrees to promptly notify CONTRACTOR in writing of any such infringement claim. If, as a result of any such claim, litigation, or threat thereof, CONTRACTOR or OWNER is permanently enjoined from using the product, material, or licensed software by a final, non-appealable decree, CONTRACTOR shall procure for OWNER at CONTRACTOR's sole expense the right to continue to use the product, material, or licensed software, or to replace or modify said product, material, or licensed software so as to settle such claim, litigation, or threat thereof. If such settlement and such modification to the product, material, or licensed software is not reasonably practical in the opinion of CONTRACTOR, after giving due consideration to all factors including financial expense, CONTRACTOR may discontinue and terminate the product, material, or licensed software upon written notice to OWNER and shall refund to OWNER the unamortized portion of the fees payable hereunder based upon a five (5) year straight-line depreciation, such depreciation to commence on the date the last module of the product, material, or licensed software is installed. The foregoing indemnity shall survive the termination of this Contract.

4. CONTRACTOR's indemnification for the infringement of any patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or persons in consequence of the use by OWNER shall be void if the case of the infringement is due to the OWNER or its employees, servants, agents, or Subcontractor's unauthorized modification of the software provided under the terms of this Contract.

K. CONTRACTOR INFORMATION

The CONTRACTOR shall identify if it is a Large Business Enterprise (LBE), Nevada Business Enterprise (NBE), Certified Emerging Small Business (ESB), Small Business Enterprise (SBE), Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), or LGBTQ+ Business Enterprise (LGBTQ+) utilizing the attached form **(Exhibit D)**. The information provided in **Exhibit D** by the CONTRACTOR is for the OWNER's information only.

L. SUBCONTRACTOR INFORMATION

The CONTRACTOR shall provide a list of the Nevada Business Enterprise (NBE), Certified Emerging Small Business (ESB), Small Business Enterprise (SBE), Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), or LGBTQ+ Business Enterprise (LGBTQ+) subcontractors for this Contract utilizing the attached form **(Exhibit E)**. The information provided in **Exhibit E** by the CONTRACTOR is for the OWNER's information only.

M. AUDITS

The performance of this Contract by the CONTRACTOR is subject to review by the OWNER to ensure Contract compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested that relates to the performance of this Contract. All requests for information shall be made in writing to the CONTRACTOR. Time is of the essence during the audit process and the Parties will discuss and agree in good faith to an appropriate response timeline as to the documents requested by OWNER. Failure to provide the information requested within the timeline agreed to by the Parties and absent a commercially reasonable explanation as to such failure, may be considered a material breach of Contract and shall be cause for suspension and/or termination of the Contract.

N. COVENANT

The CONTRACTOR 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. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

O. ASSIGNMENT

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

P. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

Q. CONFIDENTIAL TREATMENT OF INFORMATION

It is understood that OWNER will furnish certain information to CONTRACTOR that is non-public, security sensitive, confidential, or proprietary in nature for use by CONTRACTOR in connection with this Contract. Therefore, CONTRACTOR agrees to preserve in strict confidence all information and data obtained, assembled, or prepared in connection with the performance of this Contract. Such information and data shall be deemed to be "Confidential Information" for the purposes of this Contract. CONTRACTOR agrees to keep the Confidential Information confidential, and CONTRACTOR will not disclose any of the Confidential Information without OWNER's prior written consent. The Parties acknowledge that OWNER may be compelled to disclose Confidential Information as required by law or court order.

R. ORDER OF PRECEDENCE

To the extent of any inconsistency between the Contract, the Exhibits, and any specifications or other documents which are made a part hereof either as an attachment, by reference or otherwise, the Contract and the Exhibits shall govern. To the extent of any inconsistency between the Contract and the Exhibits, the Contract shall govern.

S. ADDITIONAL CONTRACT PROVISIONS

CONTRACTOR shall comply with the provisions in **Exhibit G** attached hereto.

T. ADA REQUIREMENTS

All work performed or services rendered by CONTRACTOR 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, 1991, must comply with the Americans with Disabilities Act Accessibility Guidelines.

U. COMPANIES THAT BOYCOTT ISRAEL

CONTRACTOR certifies that it is not engaged in, and agrees for the duration of the Contract and any renewal terms 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.

V. INAPPLICABLE CLAUSES

The OWNER is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Contract, which may include those terms and conditions relating to: liens on County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the County, except to the extent not prohibited by the Constitution and the laws of the State of Nevada.

W. ENTIRE AGREEMENT

This Contract, together with all Exhibits referenced herein, constitutes the entire agreement between the Parties in relation to the Subject Matter of this Contract and supersedes all prior agreements, understandings, and commitments, whether oral or in writing, between the Parties. The Parties expressly warrant that no promise, agreement, or representation which is not herein expressed has been made to them in executing this Contract and that the Parties are not relying upon any statement or representation of any other party.

X. GENERAL

Article, section or paragraph headings, titles, or captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or extent of any provision of this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The word "will" has the same meaning as the word "shall." The word "or" is disjunctive but inclusive unless the context requires otherwise. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." This Contract may be executed in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. This Contract shall not be construed either for or against either Party but shall be interpreted in accordance with the general tenor of its language and as if drafted mutually. The Parties hereto acknowledge that they thoroughly read this Contract, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

First Transit, Inc.
Shuttle Bus Ops & Maint
CBE-1503

Notice

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

TO OWNER: ROSEMARY A. VASSILIADIS, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: LAURA HENDRICKS, CEO
FIRST TRANSIT, INC.
720 E BUTTERFIELD ROAD, SUITE 300
LOMBARD, ILLINOIS 60148

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

CONTRACTOR:

FIRST TRANSIT, INC.

Signed by: _____
By: Mathieu Le Bourhis
MATHIEU LE BOURHIS
CFO

FIRST TRANSIT, INC.

Signed by: _____
By: Laura Hendricks
LAURA HENDRICKS
CEO

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: John P. Witucki
JOHN P. WITUCKI
Senior Attorney

**EXHIBIT A
CONTRACT FOR SHUTTLE BUS OPERATIONS AND MAINTENANCE
CBE-1503**

SCOPE OF WORK

1. DEFINITIONS

- "Airport" shall mean Harry Reid International Airport.
- "Bus(es)" shall mean the fleet of vehicles provided by the OWNER for the CONTRACTOR to use to perform the shuttle services outlined in this Contract.
- "Bus Maintenance Facility", "BMF", or "Premises" shall mean the area which shall be occupied by the Contractor to be used for the purpose of performing the services required under this Contract
- "Furniture & Systems" or "F&S" means the Contractor's personal property that is not affixed to any permanent structure or is affixed in a way that it can be removed without damaging the structure.
- "Improvement(s)" shall mean means any structure(s), system(s), signage, or fixture(s) intended to remain with the structure of the Premises.
- "Shuttle Bus Hourly Schedule" shall mean the documents created by the CONTRACTOR and approved by the Director that aggregates and distributes the number of bus service hours that the CONTRACTOR will deliver on a month-to-month basis.
- "Release," shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any hazardous materials as defined herein below.
- "Hazardous Material" is any hazardous substance, hazardous material, toxic substance, regulated substance, or solid waste as defined within the following:
 - COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
 - RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)
 - HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)
DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.
 - ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)
 - TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780) and all present or future regulations promulgated thereto.
 - ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)
 - TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780) and all present or future regulations promulgated thereto.
 - All substances, materials, and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are federal, state, or local.

2. ENVIRONMENTAL LAWS

Performance of the services contracted shall be subject to any one or all of the following as the same are amended from time to time:

- COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
- RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.) TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)
- SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.) CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)
- CLEAN AIR ACT (U.S.C. Section 7401 et seq.) SANITATION (Nevada Revised Statutes, Chapter 444)
- NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)
- HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)
- NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statute 618), and the regulations promulgated thereunder and any other laws, regulations and (whether enacted by the Federal, State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water and land use, including sub-strata land.

3. SCOPE OF WORK

3.1 General

The CONTRACTOR shall be responsible for the day-to-day operation and management of the shuttle bus service that will transport customers between the Airport Terminals and the Airport Rent-A-Car Center (ARACC), and employees between the Airport Terminals and designated parking lots along the routes shown in **Exhibit B**. CONTRACTOR understands and acknowledges that it is imperative that the shuttle bus service be run efficiently and responsively. CONTRACTOR covenants to operate continuously the shuttle bus services for the term of this Contract, and any failure to do so shall constitute an event of default. The failure to comply with this covenant of continuous operation shall not be excused or waived by reason of CONTRACTOR's failure to realize or achieve targeted revenue forecasts or goals for any period of time during the term of this Contract.

3.2 Contractor Responsibilities

In addition to the work required of the CONTRACTOR that is detailed elsewhere in this Contract to be performed, the following are responsibilities that must be performed in a most timely manner so as to contribute to continuous efficient and effective operation of shuttle bus services.

- 3.2.1 The CONTRACTOR shall continuously recruit, select, hire, and train, the personnel necessary to fulfill the requirements.

- 3.2.2 To the extent possible the CONTRACTOR may assist the OWNER in accepting delivery of new buses and shall conduct inspections of the buses and test-drive the buses as they arrive from the manufacturer.
- 3.2.3 The CONTRACTOR shall insure that the Premises and all equipment contained therein are fully prepared to allow the CONTRACTOR to fulfill the requirements of this Contract. This will include obtaining or maintaining appropriate inventory levels of supplies (including but not limited to oil, spare parts, cleaning supplies) needed to fulfill the requirements of the Contract.
- 3.2.4 The CONTRACTOR will also perform any services, functions, activities, or tasks not specifically described herein, but which are required to fulfill the requirements of this Contract for shuttle bus services.
- 3.2.5 As business levels dictate, the OWNER will provide the CONTRACTOR with estimated passenger counts. The CONTRACTOR will then have fifteen (15) days to update its Staffing Plan, including a schedule of shuttle bus drivers, managers, and other staff, in order to comply with the requirements of the Contract, and deliver that Staffing Plan to the OWNER. The OWNER will review the Staffing Plan and within 15 days will either approve or amend it and return the Staffing Plan to the CONTRACTOR.
- 3.2.6 CONTRACTOR must submit a Customer Service Plan listing the frequency and time frame for conducting customer service training for its employees. The Customer Service Plan shall be submitted for review and approval by the OWNER prior to July 1, 2025, and shall include a training manual defining employee conduct, appearance, and how employees should handle customer complaints. All of the CONTRACTOR's personnel responsible for handling customer complaints should be well versed and trained in dealing effectively with customers in all areas from problem identification to complaint resolution. Emphasis should be on empathizing with the particular situation and assisting the customers in resolving the complaint.
- The CONTRACTOR shall revise the plan as necessary, at the direction of the OWNER, in order to continue to meet the OWNER's customer service requirements throughout the term of the Contract.
- 3.2.7 Prior to July 1, 2025, CONTRACTOR shall submit to OWNER a Management/Operations Plan describing in specific detail the strategies, policies, and procedures to be used by the CONTRACTOR in providing the shuttle bus service at the Airport. The plan shall include practices for operating in compliance with the Americans with Disabilities Act (ADA) as well as any other strategies envisioned by the CONTRACTOR to meet the OWNER's goal of providing superior customer service. The plan shall also include a written schedule setting forth the preventive maintenance required for the buses utilized. The plan shall address any quality control measures to be undertaken.
- The plan shall include a proposed general wage rates for all CONTRACTOR's bus drivers and customer service staff performing services under this Contract. This plan will become part of this Contract as if fully set forth herein. The CONTRACTOR shall keep the plan updated and OWNER may monitor compliance with the plan and require updates.
- 3.2.8 Prior to July 1, 2025, CONTRACTOR shall submit to the OWNER its proposed Shuttle Bus Hourly Schedule for first year of operation for the OWNER's approval. The OWNER will review the Shuttle Bus Hourly Schedule, and within 15 days will either approve or amend it, and return the Staffing Plan to the CONTRACTOR.

3.2.9 Prior to July 1, 2025, the CONTRACTOR shall submit for OWNER's approval an Employee Training Manual which details the CONTRACTOR's employee training program as stated in Item 4.1 herein. The OWNER will review the Employee Training Manual, and within 15 days will either approve or amend it and return the Employee Training Manual to the CONTRACTOR.

3.3 Operation of Shuttle Buses

CONTRACTOR will provide shuttle bus service to and from the Airport Terminals and the ARACC and between the Airport Terminals and designated parking lots for up to 24 hours a day, seven days a week, as determined by business levels, for efficient Airport operations, or as directed by OWNER. The common fleet shall operate at a maximum customer-waiting period of fifteen (15) minutes at all times. The OWNER will supply CONTRACTOR with enough operable vehicles to provide services at this level with an additional 20% spare ratio. The CONTRACTOR will reference Airport flight schedules in order to comply with the fifteen (15) minute maximum customer waiting time during all hours of operation. It is important to note that the service measure is a combination of headway and time waiting on the curb.

The CONTRACTOR will program and deliver the shuttle bus service in accordance with the Shuttle Bus Hourly Schedule and in a manner that will allow for the appropriate handling of peak demand hours and address route irregularities and emergencies flexibly and expeditiously by adjusting the number and timing of the buses according to Airport conditions and customer demand.

The CONTRACTOR shall provide the OWNER with written reports to confirm bus frequency compliance and tracking of the Shuttle Bus Hourly Schedule and include them in its monthly report as required under Item 7.6 herein.

The CONTRACTOR shall provide all equipment, personnel, materials, supervision and items necessary to perform the shuttle bus service. CONTRACTOR shall keep on file an updated Operations Plan that will include the detail and track the performance of the bus service. At any time throughout the term, the OWNER, at its sole discretion, may adjust the Shuttle Bus Hourly Schedule by advising the CONTRACTOR in writing one (1) calendar day before the adjustment is to take effect.

3.4 Bus Towing

In the event that a bus suffers a mechanical malfunction which prevents its operation, the CONTRACTOR shall immediately provide, or cause to be provided, road and towing service 24 hours a day, seven days a week. A substitute bus will be provided within fifteen (15) minutes of the malfunction to transport the passengers to their destination. To meet this requirement the OWNER shall supply the CONTRACTOR with a 20% spare ratio of operable vehicles required to perform maximum service levels.

3.5 Bus Tracking

The OWNER may, at any time throughout the Term, install or implement existing Airport vehicle identification or global positioning systems to be used in monitoring and maximizing shuttle bus performance. The OWNER also reserves the right, at any time throughout the term of this Contract, to request the CONTRACTOR to collect ridership data after providing the CONTRACTOR with five (5) days prior notice. This should be done at no additional cost to OWNER.

3.6 Emergency Response

In the event of an emergency and/or special need on the Airport, as determined by the OWNER, CONTRACTOR, upon notification by the OWNER, shall promptly make available all buses and bus drivers requested by OWNER for the transportation of any individuals as identified by OWNER. The OWNER shall compensate CONTRACTOR for the use of such buses and bus drivers as an additional operating expense. CONTRACTOR shall not be required to perform any act that is prohibited by law or is beyond the scope of the licenses and permits required by the CONTRACTOR to carry out its obligations under this Contract.

3.7 Daily Bus Monitoring

CONTRACTOR shall monitor bus driver performance on a daily basis, from the time the bus is placed into service until the bus is returned to the Premises. Monitoring shall consist of drivers' compliance with on-time performance, dress and appearance requirements, customer service requirements, visual and operational inspections of bus and other areas as designated by OWNER. The monitoring shall be recorded on forms approved by OWNER and submitted daily to the CONTRACTOR's Manager and OWNER.

3.8 Enforcement of No Smoking Requirement

The CONTRACTOR shall ensure that its bus drivers inform passengers, when necessary, that smoking is prohibited on all buses at all times.

3.9 Permits and Licenses

CONTRACTOR shall obtain all permits, franchises, approvals, licenses, certificates and other authorizations required under federal, state, and local ordinances as are applicable to the services required under this Contract.

3.10 Conditions of Use

The responsibilities listed above shall be subject to the following conditions:

- 3.10.1 CONTRACTOR shall comply with and conform to all laws applicable to or affecting, directly or indirectly, the CONTRACTOR's operations under this Contract at the Airport. Further, CONTRACTOR shall not do or permit anything to be done that is: a) prohibited by a standard form of an "all risk" property insurance policy, or that negatively affects the existing rate of liability insurance or other insurance carried on the Premises, the Airport, or the Airport Terminals or any part thereof, or their contents, or b) that will cause a cancellation of any insurance policy covering the Premises, the Airport, or the Airport Terminals or any part thereof or any of their contents.
- 3.10.2 CONTRACTOR shall not be permitted any use of the Premises, the Airport, the ARACC or the Airport Terminals except to perform the obligations of this Contract. The OWNER shall not be restricted in any manner from granting exclusive or non-exclusive uses of Airport facilities to others. CONTRACTOR shall not engage either directly or indirectly in any form of business on the Airport or at the premises except as expressly authorized pursuant to this Contract or pursuant to a separate agreement, permit, or license from OWNER.
- 3.10.3 Neither CONTRACTOR nor its agents, employees or officers shall install, maintain, operate, or permit the installation, maintenance, or operation in, on or about the Premises or the ARACC of any vending machine or device designed to dispense or sell foods, beverages, tobacco products, merchandise, or services of any kind to the general public without having obtained the prior written approval of the OWNER.

3.10.4 CONTRACTOR shall not place advertising on the exterior or interior of the Premises or any bus used to perform the requirements of this Contract.

3.11 Monthly Meeting

The CONTRACTOR, OWNER, and a representative of the rental car companies shall have monthly meetings throughout the term of this Contract to review and maintain safety standards, operating procedures, and customer standards under which the shuttle bus services shall be performed. The CONTRACTOR shall supply minutes of all meetings conducted to OWNER within seven (7) calendar days after the meeting, enumerating therein, specific points and actions agreed upon at that meeting.

4. PERSONNEL

4.1 General Requirements

The CONTRACTOR will provide the appropriate number of qualified personnel capable of performing the services required under this Contract in conformity with CONTRACTOR's operations plan which shall have been approved by the OWNER prior to July 1, 2025. The CONTRACTOR will also keep its employee manual updated at all times throughout the Term. The CONTRACTOR is responsible for payment of all wages and benefits to its employees.

All employees of the CONTRACTOR will have completed the CONTRACTOR's training program for their respective positions. CONTRACTOR will maintain updated training programs for all their employees and maintain records of such. The safety program shall comply with applicable Federal, Occupational Health and Safety Administration, state, and/or local safety or environmental laws, codes, rules, or regulations. Training programs for its bus drivers must include the following:

- ADA sensitivity
- Blood Born Pathogen procedures
- Local geography familiarization
- Map reading and interpretation
- Customer courtesy and problem resolution
- Safety, defensive driving and accident procedures

The CONTRACTOR shall maintain all personnel with current certification in their category of service.

CONTRACTOR's personnel shall not solicit any form of gratuity from the public. All personnel shall be courteous at all times and assist the public in pre-observation of circumstance and whenever asked for help.

4.2 General Manager

Throughout the term of this Contract, CONTRACTOR shall provide a qualified competent and experienced General Manager, on duty at the Premises during generally accepted weekday office hours, 40 hours per week. Manager shall supervise CONTRACTOR's day-to-day operations and shall be available on an on-call basis 24 hours per day. In addition, CONTRACTOR will, at all times, have a designated employee able to respond to the OWNER and command the operations in the event that the General Manager is unavailable. CONTRACTOR shall not assign the manager with other management responsibility for any other operation of the CONTRACTOR's that would affect the General Manager's full-time responsibilities under this Contract.

4.3 Bus Drivers

CONTRACTOR shall employ bus drivers to drive the buses and provide courteous customer service to Airport customers and employees on their designated routes. Shuttle bus drivers must have a valid Nevada Commercial Driver's License, Class B or above with passenger endorsement. The CONTRACTOR shall provide compensation packages for its bus drivers that are comparative in the industry medians for similar customer service-oriented shuttle bus services.

4.4 Administrative Staff

CONTRACTOR shall provide administrative staff at the Premises to support the bus service. OWNER may direct either a temporary or permanent addition in staff in order to perform miscellaneous duties or when necessary to help keep operations uninterrupted. CONTRACTOR shall be reimbursed for any additional staff as directed by the OWNER. Additional staff obtained by CONTRACTOR without the approval of the OWNER shall be at the expense of the CONTRACTOR.

4.5 Maintenance / Mechanics Staff

The CONTRACTOR shall provide adequate bus maintenance and mechanic staff at the Premises to support the shuttle bus operations. The CONTRACTOR will designate a Maintenance Supervisor and a Parts Supervisor who will be responsible for all the employees working in bus maintenance and parts, respectively. Transdev will provide appropriate training so that bus mechanics are experienced in the maintenance and repair of the exact or like type of bus to be used for the fulfillment of this Contract. Transdev will endeavor to have at least one bus mechanic at the location who is either ASE Blue Seal certified or its equivalent and must have and maintain current all certifications as required. The CONTRACTOR shall, in accordance with Item 4.1 above, provide or cause to be provided, ongoing training to its bus maintenance and mechanic staff.

4.6 Dispatcher

CONTRACTOR shall provide a radio dispatcher at all times to communicate with the bus drivers, dispatch buses as required by customer demand, and provide emergency response service.

4.7 Employee Retention

The CONTRACTOR will maintain personnel and compensation plans that are designed to encourage employee retention and longevity and minimize employee turnover. Such plans shall include employee incentives, rewards and provide fair and reasonable wage minimum and maximum hourly rates with scheduled increases and benefit packages. The CONTRACTOR will provide training for licensing and certifications, and physical examinations for prospective employees as necessary.

4.8 Employee Appearance and Discipline

CONTRACTOR's staff shall wear uniforms while on duty. The expense for the uniform will be borne by the CONTRACTOR and will be reimbursed by the OWNER. The CONTRACTOR may select the color of the uniforms and the uniforms must have the CONTRACTOR's logo or insignia applied to them. CONTRACTOR uniforms must be approved by OWNER.

At all times, CONTRACTOR's staff shall be well groomed, neatly dressed, courteous, efficient, and professional in conduct.

If the OWNER receives any complaint regarding the conduct or appearance of CONTRACTOR's staff, OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall immediately investigate the complaint and, based upon its findings, the CONTRACTOR may remove such person from service under this Contract. The CONTRACTOR must provide a report of each complaint's resolution to the OWNER. If the resolution is unsatisfactory to OWNER, the OWNER can issue a resolution, which will be final in such matters.

In the event a person is removed from service at the Airport, CONTRACTOR agrees to hold the OWNER and the OWNER's staff harmless from any claim, action, damages of any nature including but not limited to wrongful termination by such removed person, his, hers, assignees.

OWNER reserves the right to require the CONTRACTOR to immediately remove an employee from the ARACC, the Premises or the Airport Terminals for the following reasons, but not limited to:

- Committing unsafe or inappropriate acts while providing service.
- Revocation or non-renewal of a valid Nevada driver's license.
- Distributing any unauthorized materials while performing services under this Contract.
- Soliciting a gratuity from any passenger.
- Failure to notify the CONTRACTOR of an arrest or conviction of a criminal offense of a class A or class B misdemeanor or felony or placement on probation or deferred adjudication for the same.
- Under the influence of drugs or alcohol.
- Failing or refusing to take a drug or alcohol test.
- Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity or any other act deemed unacceptable.

5. BUS MAINTENANCE

5.1 General

The OWNER shall provide for the CONTRACTOR 50, both diesel and battery electric powered, 40-foot low floor buses that will be used exclusively to provide the shuttle bus service required under this Contract. The estimated capacity for each bus is 25 seated passengers and ten (10) standing passengers along with interior capacity for luggage. Throughout the term of the Contract, the OWNER shall have the option to remove, replace or add buses for the use of the CONTRACTOR to perform the services required under this Contract.

The CONTRACTOR shall perform or cause to be performed all manufacturer recommended maintenance, non-warranty, and warranty services. CONTRACTOR may perform warranty services only if approved and certified by the manufacturer to perform such services. OWNER shall not be charged for any warranty service work performed. The CONTRACTOR will maintain records of all maintenance, warranty, and non-warranty services performed on each bus at all times throughout the Contract. The records shall detail all work performed on the bus and its cost and frequency.

The CONTRACTOR shall operate, maintain, and administer the buses in accordance with all applicable Federal, State, County, and local laws and codes according to the operational and maintenance standards recommended by the bus manufacturer and its component suppliers, so as to protect OWNER's warranty rights, not to interfere with the OWNER's rights under any warranty, or to void any warranty. The CONTRACTOR is responsible for obtaining updated warranty information, standards, or requirements from the bus manufacturer(s).

The CONTRACTOR shall also have the buses comply with the following standards:

- Air conditioners will be operated at all times when exterior temperatures reach eighty (80) degrees Fahrenheit or upon passenger request.
- Heaters will be operated upon passenger request and will sufficiently heat the interior of the bus.
- Exterior paint of buses shall be maintained free of oxidation or rust.
- Bus bodies shall be free of any major sheet metal damage.
- Buses shall be inspected each day prior to commencing service to assure that each bus is free from dirt, trash, and debris.
- The exterior of each bus in service shall be kept clean from road dust, mud, and grime.
- The interior of each bus in service shall be cleaned prior to beginning daily service.
- Every bus shall be structurally sound and maintained so as to provide for the safety of the public.
- The buses shall be repainted by a CONTRACTOR designated by the OWNER when, in the opinion of the OWNER, conditions warrant painting to keep the buses in first-class condition. The CONTRACTOR will be responsible for transporting the buses to and from the designated CONTRACTOR's location.

OWNER shall be notified immediately when any bus is taken out of scheduled service for any reason, including reasons having to do with mechanical failure, accident, or staff shortage.

Notice of structural (frame, chassis, body or any other non-mechanical type item) or mechanical (engine, transmission, propulsion units, batteries, HVAC, motors, ADA ramp, and other miscellaneous mechanized items) damage exceeding \$5,000 on any bus must be reported to the OWNER for inspection. Inspection shall take place within four (4) business hours, OWNER shall approve the work and the CONTRACTOR will complete the work in a timely manner.

The CONTRACTOR shall maintain the maximum number of buses available for operation to the best of its ability by monitoring the operating and maintenance records of each bus in such a manner so as not to preclude the required levels of customer service as stated in Item 3.3 herein. The OWNER and CONTRACTOR agree that several vehicles in the OWNER'S fleet are beyond their useful life and may need significant repair until they can be reasonably replaced. The CONTRACTOR will not be held in default of this agreement or be assessed any financial penalty for failure to maintain vehicles that are over 10-years in age due to lack of parts availability, as determined and agreed to by OWNER.

The CONTRACTOR shall provide (or cause to be provided) oil, lubricants, hand tools, diagnostic equipment, cleaning supplies for mechanics, and miscellaneous OEM parts necessary for bus maintenance and services and obtain warranty parts provided by various manufacturers. OWNER shall not be charged at cost for all materials used. No mark-up is allowed. CONTRACTOR shall be reimbursed for replacement parts and consumable items such as coils, filters, engine belts, operating liquids, light bulbs, brake pads, tires (fix flat, replace, mount, balance, rotate, as required) and other miscellaneous consumables not mentioned. CONTRACTOR and OWNER shall work together to establish an inventory of all parts required to keep the buses in service. CONTRACTOR shall use only OEM parts, or parts that meet or exceed the original standards. OWNER shall be billed at cost for all inventory and owns all inventory.

5.2 Bus Fueling / Charging

The CONTRACTOR shall manage the fueling and/or charging of buses in the most efficient and cost-effective manner possible.

The OWNER will identify a third-party CONTRACTOR to act as the provider of the fuel that CONTRACTOR will use during the term of the Contract. The CONTRACTOR shall be responsible for ordering the fuel and maintaining full capacity in the fuel storage tanks to avoid interruption of the shuttle bus service. The CONTRACTOR shall also be responsible for charging the battery electric buses as needed to maintain operations. The OWNER will pay for the fuel directly to the third-party contractor, CONTRACTOR shall maintain accounting records to include name of driver, the number of the bus, gallons filled, filled on what day and time.

5.3 Non-Conforming Bus Maintenance / Service

If any maintenance and/or service work is not performed in conformity with the requirements of this Contract, the OWNER shall have the right to require the CONTRACTOR to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work performed is of a nature that the defect cannot be corrected by re-performing the work, the OWNER shall have the right to the following:

- Require CONTRACTOR to immediately take all necessary steps to ensure future performance of the work in conformity with the Contract requirements.
- Hire a third party to perform work at CONTRACTOR's expense.
- A credit to the OWNER in the amount for the work performed.

5.4 Comprehensive / Collision / Non-Warranty Services

The OWNER shall be responsible for the uninsured cost of maintenance for all buses that are damaged, either by accident, theft, or vandalism, if the damage is not the result of any negligence by the CONTRACTOR during the performance of the shuttle bus service. The CONTRACTOR will be responsible for the uninsured cost of services for all buses that are damaged, either by accident, theft, or vandalism, if the damage has resulted from the negligence of the CONTRACTOR during the performance of the shuttle bus service. Services to correct damage caused by accident and vandalism costing under \$5,000.00 shall be completed within ten (10) calendar days from notification, providing any necessary parts are in stock for repairs. Services to correct damage caused by accident and vandalism costing over \$5,000.00 shall be completed within 20 calendar days from notification and approval from OWNER, or as soon as reasonably possible, after any necessary insurance assessments are completed and parts are in stock for repairs.

Costs to correct damage that is estimated to be greater than the fair market value of the bus must be analyzed by the CONTRACTOR to determine the cost effectiveness. In those cases, the CONTRACTOR shall prepare a written recommendation for the OWNER to consider in deciding whether to proceed with corrective services or replace the bus.

The cost to correct damage to a bus resulting from a mechanical defect that is not covered by warranty or occurs after the expiration of the warranty is the responsibility of the OWNER, except in cases where the damage results from the negligence of the CONTRACTOR. In cases where the negligence of the CONTRACTOR contributes to the mechanical defect, the CONTRACTOR is responsible for the cost to correct the damage from the defect.

5.5 Quality Assurance

CONTRACTOR shall implement a Quality Assurance Program for the management of the corrective service and maintenance of the buses. The program shall include provisions for meeting specified performance standards, maintaining quality workmanship, providing a high level of customer service, and reducing fleet costs incurred by the OWNER.

5.6 New Materials

All supplies and components to be provided under this Contract shall be new and of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this Contract the CONTRACTOR believes that furnishing of supplies or components which are not new (rebuilt, remanufactured, or refurbished) and accepted by manufacturers to use, and will not void warranties, these items may be used. CONTRACTOR shall process all claims for any item new or used for replacement that are inferior.

5.7 Subcontractor Services

Any bus maintenance and/or services that are not performed by the CONTRACTOR's staff and are subcontracted by the CONTRACTOR to a third-party will continue to be the full responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for arranging and managing the use of subcontracted services and accept full responsibility and liability for all subcontracted work. The CONTRACTOR must notify the OWNER of all subcontracted maintenance and/or services for the OWNER's approval prior to proceeding with the performance of the subcontracted work. Subject to normal maintenance cycles and repairs, CONTRACTOR shall maintain (or cause to be maintained) the exterior and interior of all buses at all times in a clean, sanitary, safe and fully functional condition.

Any charges for subcontracted maintenance and/or services will be at cost. No mark-up is allowed.

6. PREMISES

6.1 Bus Facility

During the term of this Contract the CONTRACTOR will be allowed to occupy and operate from the Premises, areas designated by the OWNER in the ARACC, or other OWNER-approved premises for the exclusive purpose of fulfilling the terms and conditions of this Contract. The CONTRACTOR is responsible for conducting security in the Premises and any other areas that the OWNER chooses to designate as OWNER-approved premises. The Premises is to serve as the place that the Buses are stored, provided fuel facility, cleaned and serviced. It includes a bus fleet storage area, bus maintenance and fueling areas, a bus wash area, a parts storage area, an equipment room, fluids storage room, administrative office area, break area, small parts\ storage room, and support services rooms (e.g., rest rooms, locker areas, mechanical equipment and electrical service room).

The Premises is being provided to the CONTRACTOR "as is". The CONTRACTOR recognizes that it must supplement the OWNER-owned fixtures and equipment with equipment of its own. The CONTRACTOR must request and obtain the approval of the OWNER prior to making any improvements or changes at the Premises that affect the facility's fixtures.

CONTRACTOR is responsible for daily cleaning of bus maintenance facility garage floor, oil change pit, lift equipment, fuel island surface area and equipment, and bus wash equipment and surface area, cleaning of debris in bus staging and surrounding areas, employee parking lot, not to include landscape area and, janitorial service inside offices, restrooms, and locker rooms.

OWNER shall provide the following utilities: phone, internet, water, natural gas, electricity, and trash collection. The utilities are provided by the OWNER at no cost to the CONTRACTOR.

6.2 Bus Facility Maintenance

The OWNER or its contractor, shall maintain, replace, and paint all or any part of the Premises facilities, including without limitation, the walls, partitions, floors, ceiling, columns, windows, doors, glass of every kind, lighting and other fixtures, telephone service, custodial maintenance, plumbing lines, electrical and gas systems, pipes, mains, wires, conduits and other equipment connected with or appurtenant to all such systems, any of which may require service, replacement or painting as a result of normal wear and tear or as a result of being damaged or destroyed by use, the elements, weather, and deterioration. To the extent that any damage to the Premises results from the acts or omissions of the CONTRACTOR or its employees, agents, representatives, contractors, customers, guests or invitees, the CONTRACTOR shall reimburse the OWNER for all costs to repair the damage plus a 15% administrative fee.

CONTRACTOR must provide immediate notice to OWNER of any damage to any item or system at the Premises in need of maintenance and provide the OWNER, or its contractor, unrestricted access to the Premises at any time for the purpose of fulfilling its maintenance functions as stated herein.

CONTRACTOR shall maintain all small shop equipment provided by the OWNER such as tire balancing machine, drill press, hose reels, hose replacement, hose attachments, degreaser unit and other equipment not mentioned. OWNER shall provide maintenance and repair for large equipment, lift, bus wash mechanisms, fuel pumps and card reader, all if used under normal conditions. Any equipment damaged by CONTRACTOR's staff shall be serviced or replaced at CONTRACTOR's expense.

6.3 Fueling Facility

The CONTRACTOR shall be responsible for interacting and cooperating with the OWNER's selected third- party fueling contractor. In the event that there is a failure in the fuel facility, mechanical operations or delivery of fuel, which impacts the performance of the obligations of this Contract, the CONTRACTOR must notify the OWNER and the third-party fueling contractor immediately. The CONTRACTOR will not have responsibility for regularly monitoring, testing, and inspecting regulated fuel storage tanks. The CONTRACTOR must use the fueling facilities in accordance with all applicable federal, state, and local environmental laws, regulations, and requirements.

The CONTRACTOR shall allow full access to any part of the fueling and/or charging facility at any time by the OWNER, the third-party fueling contractor, or any company authorized by the OWNER, or any other appropriate governmental agency representative.

6.4 Signage

Freestanding signage outside of the Premises or signage affixed to the exterior of the Premises is prohibited. CONTRACTOR will install on the Premises any applicable signage required by federal, state, or municipal law. No signage, banners, and corporate logos will be allowed within the ARACC and the Premises, without the prior written consent of the OWNER. Any additional items placed on the Premises, including but not limited to dumpsters, require the prior written approval of the OWNER.

6.5 Consolidated Car Rental Facility Office

The OWNER, in its sole discretion, may provide the CONTRACTOR with an office at the ARACC, from which the CONTRACTOR must monitor performance of the requirements of this Contract and attend to customer service issues. The CONTRACTOR will staff the office with either a manager or a dispatcher during ARACC hours of operation.

6.6 Furniture and Systems

The CONTRACTOR will provide all Furniture and Systems, including storage systems, office furniture, computer and telephone systems, necessary for the staffing and maintenance and repair of the buses and all Contract operations. At the expiration of the term of this Contract, or of an option period exercised, or upon earlier termination thereof, CONTRACTOR will remove all of its Furniture and Systems from the Premises.

In the event that any of the CONTRACTOR's equipment is affixed to the Premises and cannot be removed without causing damage to the Premises, that equipment will be deemed a fixture, surrendered by the CONTRACTOR to the OWNER and remain in the Premises. At the end of the term of this CONTRACTOR of an option period exercised, or upon earlier termination thereof, the CONTRACTOR will surrender the Premises damage free, in working order, except for normal wear and tear.

6.7 Inspection by OWNER

The OWNER, or its contractor, may enter the Premises, or any other area that CONTRACTOR occupies under this Contract at any time for any purpose.

7. OPERATING EXPENSES AND COMPENSATION

It is anticipated that the start date for employee shuttle services will be January 1, 2026. OWNER will provide a minimum of 60 calendar days' notice if the anticipated start date changes. Operating Expenses and Management Fees for the employee shuttle routes may be applied from the date that employee shuttle services commence.

Beginning July 1, 2025, Year 1 Operating Expenses shall not exceed \$10,548,988.00 annually and the Management Fee shall be fixed at \$967,374.00 annually.

Upon commencement of employee shuttle services, Operating Expenses shall not exceed \$13,140,148.00 annually and the Management Fee shall be fixed at \$1,204,992 annually. These fees will be pro-rated based on the date employee shuttle services begin. Year 2 Operating Expenses shall not exceed \$13,703,892 annually and the Management Fee shall be fixed at \$1,256,689 annually. Year 3 Operating Expenses shall not exceed \$14,104,844 annually and the Management Fee shall be fixed at \$1,293,4570 annually.

7.1 Operating Expenses

Operating Expense means a necessary expense incurred by the CONTRACTOR in the performance of this Contract. OWNER will reimburse approved operating expenses at actual cost. Approved expenses include the following:

- Salaries, wages, and compensation package benefits for CONTRACTOR's full-time employees exclusively assigned to this Contract as accepted by the Director of Aviation
- Maintenance / Repair required of Buses, equipment, parts, filters, oils, miscellaneous items purchased by CONTRACTOR, exclusive of original bus parts inventory available to the CONTRACTOR
- OWNER required insurance for the performance of the terms and conditions of this Contract
- Other expenses as may be included and approved in the annual budget at the OWNER's sole discretion

The following are examples of items excluded from Operating Expenses:

- Gifts or other gratuities
- Out-of-Town travel or training expense
- Insurance not directly incurred in the operation of this Contract

- Political contribution
- Any fines, penalties or delinquent fees imposed by governmental agencies or other businesses against the CONTRACTOR or its personnel
- OWNER-provided services: electrical, natural gas, water, phone, internet, trash, and sewer
- Management Fees

OWNER will reimburse the CONTRACTOR monthly, in accordance with Item 7.10 herein, for the approved operating expenses paid by the CONTRACTOR in the preceding calendar month.

7.2 Management Fee

The OWNER will pay CONTRACTOR the Management Fee each month, in arrears, in conjunction with the monthly request for operating expenses and reimbursement.

Approximately six (6) months prior to the end of each three (3) year term, the CONTRACTOR may petition and negotiate with the OWNER for an adjustment of its Management Fee. If, pursuant to Section V, OWNER exercises the option to renew the terms of this Contract, a new Management Fee will require written approval of the OWNER.

If at the end of each three (3) year term, CONTRACTOR petitions for an increase that was negotiated, but not accepted by the OWNER, CONTRACTOR shall provide in writing to the OWNER that it wishes to discontinue its Contracted service six (6) months from the anniversary date. CONTRACTOR shall be bound to all current terms and conditions and Management Fee as per previous term, no penalties shall be applied by the OWNER.

7.3 Budget

Not less than 90 days prior to the anniversary of this Contract every year throughout the Contract term, CONTRACTOR shall submit in writing, for approval by OWNER, its proposed and detailed operating budget for the period beginning with the anniversary and ending 12 months later. Budget must include a breakdown of all costs associated with the administration of this Contract.

Operating costs shall be presented in detail for the OWNER's review. Within 60 days of receipt of the CONTRACTOR's proposed budget, the OWNER shall respond in writing to the CONTRACTOR either the OWNER's approval of the proposed budget or its disapproval of the budget, or any portion thereof. In the event that OWNER disapproves of the budget, or any portion thereof, CONTRACTOR shall provide additional data to justify the disapproved expenditure. The OWNER's decision in such matters shall be final.

Once the OWNER has approved the CONTRACTOR's budget, the CONTRACTOR shall not exceed the approved budget without prior written consent from the OWNER. Expenses made that exceed the budget without prior approval will not be unreasonably withheld with justification of action in OWNER's best interest. If OWNER finds that the over-budgeted expense is not warranted, CONTRACTOR shall bear the additional burden of expense.

7.4 Variable Costs

CONTRACTOR shall submit to the OWNER an annual Operations Budget, 90 days prior to the anniversary date. The budget shall include any and all forecasted changes to the operations. Unforeseen variable costs are changes not covered by this Contract that occur as a result of external events such as change in law created by local, state and federal department, or regulations, natural catastrophes, civil disturbance, acts of terrorism, or extraordinary events. Variable costs do not include rate increases occurring in the ordinary course of doing business.

7.5 Fleet Adjustment

The CONTRACTOR is aware that the OWNER may increase or decrease the bus fleet during the term of the Contract. The Contract would be impacted in two areas as noted below and would not be renegotiated for the adjustment in services and Management Fee when it becomes necessary:

- Maintenance and repair services must be impacted by plus or minus 20% of bus fleet size to readjust operating expense.
- The number of bus drivers shall automatically be adjusted plus or minus to 20% to provide services according to bus fleet size.

7.6 Monthly Reports

The CONTRACTOR must submit a monthly report to the OWNER prior to the tenth (10th) day of the month following the month being reported.

Monthly reports shall be prepared in accordance with generally accepted accounting principles, and be in an acceptable format with sufficient detail for the Aviation Director's review. Each report shall be accompanied by copies of paid invoices evidencing CONTRACTOR's payment of the operating expenses during the period covered by the report.

The monthly report shall include but not be limited to: a) all operating and maintenance expenses paid by the CONTRACTOR during the preceding calendar month; b) any payment from any insurance carrier arising from or relating to CONTRACTOR's operations hereunder received by CONTRACTOR during the preceding calendar month; c) bus performance records evidencing numbers of vehicles run per hour and compliance with schedule time; and d) management fees.

The OWNER may require additional information in the monthly report at any time throughout the term of the Contract.

7.7 Annual Reports

CONTRACTOR shall submit in writing to the OWNER annually, no later than 60 calendar days after the anniversary date, an annual financial statement setting forth all business transacted by the CONTRACTOR in the performance of this Contract for the preceding year.

Such report shall include but not be limited to, operating and maintenance expenses, management fees, compensation paid by the CONTRACTOR, payments received by the CONTRACTOR under any insurance policies, and shall be certified by the CONTRACTOR's Chief Financial Officer.

7.8 Records

At all times throughout the term of this Contract, CONTRACTOR shall maintain all its records relating to the performance of this Contract in accordance with generally accepted accounting principles. Records shall be accurate, complete, and detailed, showing all costs incurred by the CONTRACTOR (with source documents and supporting data). Records shall include but not be limited to personnel data, applications, certifications, drug testing, training, customer complaints and resolutions, insurance claims, security incidents, invoices, billings received, record of payment, personnel time slips, and salaries.

CONTRACTOR shall collect and retain records of its operations throughout the term of this Contract, for any succeeding option periods, and for a period of five (5) years after the termination of this Contract. CONTRACTOR shall notify the OWNER in writing that it intends to dispose of the records, not less than sixty (60) calendar days in advance of doing so. The OWNER reserves the right to assume ownership of such records without further consideration paid to the CONTRACTOR. The OWNER shall notify CONTRACTOR, in writing, within thirty (30) calendar days of their decision regarding the records.

7.9 Inspection/Audit

The OWNER retains the right throughout the term of the Contract to view all of the CONTRACTOR's records that pertain to this Contract. For purposes of inspection, these records must always be available for the OWNER.

Throughout the term of the Contract, the OWNER may cause to have an audit performed on CONTRACTOR's records. The audit shall be in form and detail satisfactory to the OWNER and the cost of the audit shall be borne by the OWNER. The OWNER shall notify CONTRACTOR in writing ten (10) business days in advance of an audit and the CONTRACTOR shall make available to auditor(s) all records for inspection and copying if required.

CONTRACTOR shall comply and cooperate with all requests from the auditor. Auditing shall be done in Clark County, Nevada at a mutually agreed upon location.

If upon the completion of the audit, it is determined by the Auditor that the OWNER has overpaid the CONTRACTOR, the CONTRACTOR shall within 30 days of written notification of overpayment, reimburse the OWNER immediately or deduct the overpayment from the next billing statement. CONTRACTOR shall be responsible for the cost of the Auditor, if found that CONTRACTOR has been overpaid.

If, upon completion of the audit, it is determined by the Auditor that the CONTRACTOR has been underpaid, the OWNER shall pay the CONTRACTOR the amount of money determined to be owed as a result of the audit within 30 days.

At the completion of an audit the OWNER shall provide a copy of the audit report to the CONTRACTOR.

7.10 Billings and Payment

The monthly reports required of the CONTRACTOR together with applicable paid invoices, shall constitute CONTRACTOR's billings for management fees and operating and maintenance expenses. OWNER shall review reports and forward CONTRACTOR's approved billings for issuance of payment within 30 days of receipt.

Upon payment by the OWNER, the CONTRACTOR shall pay any subcontractor(s) the appropriate share of the subcontractor's payment on no later than the tenth calendar day after CONTRACTOR receives payment from the OWNER.

8. ENVIRONMENTAL COMPLIANCE

8.1 Hazardous Substances

CONTRACTOR shall not cause or permit any hazardous substances to be brought upon, generated, stored, used, treated, transported, or disposed of on, to, or from the Premises or any Airport property. The only exception for such hazardous substances of the type and quantity are reasonably necessary for CONTRACTOR's business.

CONTRACTOR must first obtain permits if required by law and approvals by the Environmental Protection Agency ("EPA") having authorization to use such substances and knowing and understanding the law of hazardous waste disposal. In no event shall CONTRACTOR knowingly suffer or permit in connection with CONTRACTOR's presence or operations any substance categorized under SARA Title III as "Extremely Hazardous Chemicals" (listed appendices to 40 C.F.R. Part 355 or amended in most current updated in the Federal Register) to be present on the Premises or Airport property in excess of the threshold planning quantity set for that substance.

CONTRACTOR shall inform OWNER of hazardous substances used on the Premises. CONTRACTOR shall provide permits if required and MSDS sheets to the OWNER prior to bringing the hazardous substance on the OWNER's Premises or any Airport property. OWNER will issue a written approval if acceptable.

If such hazardous substances are used by the CONTRACTOR and stored, generated, treated, or disposed of on, near or in or about the Premises or any other Airport property, CONTRACTOR shall indemnify and hold harmless the OWNER and the ARACC Concessionaires and their employees, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising during or after the Term of this Contract to the extent arising as a result of such use, storage, generation, treatment, or disposal, including without limitation (a) personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous substance (b) any lawsuit brought,) settlement reached, or government order relating to such hazardous substances (c) any and all sums paid for reasonable settlement of claims, attorneys' fees, and consultant and expert fees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal and/or restoration of the site (whether on or off-site) mandated as an environmental requirement by the Federal, State or local agency or political subdivision. Without limitation of the foregoing, if CONTRACTOR does not comply with this Item as required by environmental requirements, CONTRACTOR shall promptly at its sole expense, take action to return the Premises or any other affected area of the Airport to the condition existing prior to the CONTRACTOR's failure to comply with this Item.

8.2 Environmental Reporting

Throughout the Term of the Contract, CONTRACTOR and OWNER shall each promptly supply copies (upon receipt or transmittal) to the other of all notices, reports, orders, that either the OWNER or the CONTRACTOR receives from the Environmental Protection Agency, the State of Nevada or any local government authority that requires submission of information concerning hazardous substances. The CONTRACTOR and OWNER agree to promptly notify the other in advance of any scheduled meeting between it and any agency regarding Environmental Requirements or Liabilities concerning the premises or CONTRACTOR's activities and operations pursuant to this Contract.

8.3 Access and Inspection

The CONTRACTOR shall allow the OWNER to access the Premises at any time without prior notice for the purpose of conducting reasonable environmental inspections, tests, and sampling at no cost to the CONTRACTOR. The OWNER shall not unreasonably interfere with the CONTRACTOR's business or operation during any inspection, test, or sampling.

Upon receipt of a written request from the OWNER, CONTRACTOR shall, within a reasonable time, provide for inspection by the OWNER of all documents in CONTRACTOR's possession that evidence the nature of compliance or non-compliance of CONTRACTOR's operations and activities on the Premises with the applicable Environmental Requirements of this Article. CONTRACTOR shall have on file all such documents on the Premises for convenient access by the OWNER.

CONTRACTOR shall conduct inspections for environmental compliance on each Bus according to federal, state, local and Airport requirements.

8.4 Notification / Response Requirements

If either the CONTRACTOR or the OWNER has actual knowledge of any threat of release or other potential harm to the environment, including but not limited to any release, discharge, spill or deposit of any hazardous substances from or about the Premises which has occurred or is occurring which in any way affects or threatens to affect any part of the Premises, persons, structures, or equipment, that party shall notify as quickly as practicable by verbal report in person or by phone, (1) the designated environmental administrator or manager, (2) Airport Fire Station, (3) emergency response center, environmental or regulatory agencies, as required by law or regulation. The reporting party shall provide written confirmation of any verbal reports to the OWNER within 72 hours of the report.

The CONTRACTOR and OWNER shall cooperate fully with the other in promptly responding to, reporting to any regulatory agency, and remedying any threat of potential harm to the environment, including without limitation any release or threat of release of any hazardous substances into the drainage system, soils, groundwater, waters, or atmosphere.

8.5 Correction of Non-Compliance or Hazardous Conditions

If a condition on any part of the Premises or an activity being conducted by the CONTRACTOR pursuant to this Contract is noncompliant with applicable Environmental Requirements or specifications, the OWNER shall provide in writing to the CONTRACTOR notice of the alleged non-compliance and the CONTRACTOR, upon receipt of said notice, shall immediately undertake corrective action or remediation.

If CONTRACTOR fails to commence and diligently proceed with any remediation or corrective action within ten (10) days following receipt of notice from the OWNER, OWNER reserves the right to enter the Premises and take such measures as may be reasonable and necessary to comply with applicable environmental requirements. Any and all conditions not corrected by the CONTRACTOR within ten (10) calendar days the OWNER shall take action and make such measures to conform to environmental requirements at CONTRACTOR's expense. OWNER shall have the option to bill the CONTRACTOR and seek reimbursement within twenty (20) calendar days or deduct the amount from the monthly invoice sent by the CONTRACTOR plus a 15% administrative fee.

8.6 Storage Tanks

During the term of this Contract, the OWNER shall be responsible for regularly monitoring, testing, and inspecting all storage tanks related to the Bus Facility. Inspections shall be done by certified storage tank inspectors and paid by the OWNER.

The CONTRACTOR shall be responsible for conducting daily visual inspections and keeping records thereof including log-in date and time.

9. SECURITY

The Parties acknowledge that security measures required herein are necessary in order to preserve and protect the public health, safety, and welfare. In addition to the specific measures set forth elsewhere in this Contract, CONTRACTOR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety, and welfare.

9.1 Security Procedures and Badging

9.1.1 The CONTRACTOR may apply for a lime green badge for its personnel as applicable. The security identification badge shall be specific to the awarded Contract, for which its personnel are assigned. All security badges are obtainable after receipt of Notice of Award and personnel's successful completion of US Customs & Border Protection (CBP) Access Seal background check (if applicable), TSA required criminal history records check and security threat assessment and successful completion of the Airport Security Training Class.

Unless otherwise posted, the Airport Badging Office and Airport Fingerprinting Office hours are between 6:00am - 12:00pm and 1:00pm – 3:30pm, Monday through Thursday and 7:00am - 12:00pm and 1:00pm – 3:30pm on Friday, excluding special events and holidays. The Airport Badging Office telephone number is (702) 261-5652.

9.1.2 The CONTRACTOR's personnel requiring a lime green badge shall undergo a CBP access seal background check (if applicable) of which it may take up to five (5) business days for CBP to provide results. Once CBP check is complete (if applicable), personnel must be fingerprinted, as required by 49 Code of Federal Regulation (CFR), Part 1542. It may take up to 14 calendar days to receive the results of this Criminal History Records Check. Further, as required by Part 1542, individuals must submit necessary documentation and data for TSA to conduct a security threat assessment. Security Threat Assessment results may also take up to 14 calendar days to be received. Once Airport has received all results, the employee must attend the Airport Security Training Class.

9.1.3 All badges expire on an annual basis. If the term of the Contract is longer than 12 months, then CONTRACTOR is required to re-badge all employees assigned to the Contract. CONTRACTOR employees may renew badges beginning 30 days prior to date of expiration. Please note expiration date is date of employee's birthday.

9.1.4 A lime green badge provides access to the Airport Secured Area/SIDA, as stipulated by OWNER and is required when CONTRACTOR provides pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with lime green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.

9.1.5 A lime green badge is authorized by and signed for by OWNER. This badge is required for all other personnel who do not have a lime green badge. A lime green badge provides access to Landside/Public/Sterile Areas as stipulated by OWNER. Lime green badge holders may not be escorted into the Airport Secured Area/SIDA, nor do lime green badge holders have authority to escort and must be screened through the TSA passenger security screening checkpoints prior to entering Airport Sterile Areas.

- 9.1.6 The CONTRACTOR will provide OWNER with information on the specific doors/points of entry through which access is required. OWNER will relay access requests to the Airport Badging Office for card readers (lime green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after Contract completion.
- 9.1.7 Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.
- 9.1.8 "Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, CONTRACTORS, and subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Lime green badged personnel are prohibited from escorting non-badged personnel. Tools not under direct visual supervision must be secured from public access.

9.2 Application/Documentation

- 9.2.1 The CONTRACTOR, through the OWNER's representative must obtain a fingerprint and badging application package from the Airport Badging Office. Upon completion, CONTRACTOR shall submit the application package to the Airport Badging Office.

NOTE: If applicable, CONTRACTOR must first obtain applications for CBP Access Seal and complete necessary process and background checks for all of its personnel prior to requesting Airport Security Identification Badge.

- 9.2.2 Applications for picture badges must be processed through the Las Vegas Metropolitan Police Department (METRO). Two (2) forms of personal identification are required prior to submitting the application to the Airport Badging Office, one (1) of which must be a government-issued picture I.D.
- 9.2.3 OWNER will provide the Airport Badging Office with confirmation of the Notice of Award for each Contract, including any renewals and/or extension dates and notice of Contract completion.

9.3 Badging and Fingerprinting Cost

No fees apply, with the exception of a lost or stolen badge which will incur the following fees:

- 1st Badge - \$100.00
- 2nd Badge - \$250.00
- 3rd Badge - \$500.00
- 4th Badge - No Badge issued (Individual may request an appeal)

OWNER will not issue refunds for a lost or stolen badge.

9.4 Lost or Stolen Badges

- 9.4.1 The CONTRACTOR shall immediately file a report of lost or missing badges with the Airport Control Center at (702) 261-5125. If a lost identification badge is recovered, it must immediately be returned to the Airport Badging Office.

9.4.2 The CONTRACTOR shall immediately notify the Airport Badging Office of any employee or subcontractor of CONTRACTOR working on the Contract that is terminated or is released from work and return badge.

9.5 Contractor's Responsibility

The CONTRACTOR shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by OWNER. It shall be CONTRACTOR 's responsibility to ensure that all equipment and workmen do not enter Airport Secured Area/SIDA except as required during the progress of the work. CONTRACTOR shall follow the directions given by OWNER concerning the security policies, procedures, rules, regulations, and methods of access and any other restrictions applicable to work within Airport Secured Area/SIDA. CONTRACTOR's operations, vehicles and personnel shall be prevented from encroaching into aircraft operational areas by means of barricades, or as directed by OWNER.

At the completion of the Contract, or earlier termination thereof, the CONTRACTOR shall immediately return all badges to the Airport Badging Office. Failure to do so will result in monies being withheld from the final payment.

10. MISCELLANEOUS

10.1 Delays / Interruptions

Shall the CONTRACTOR encounter difficulty that delays or threatens to delay timely performance (including labor disputes), CONTRACTOR shall immediately give notice to thereof in writing to OWNER stating all relevant information. Such notice shall not in any way constitute a waiver by the OWNER of any right or remedies to which it is entitled by law. Failure to provide notice may be grounds for termination.

10.2 Force Majeure

The OWNER will lend its best efforts to provide relief from certain obligations under this Contract that cannot be performed, in the event of an embargo, fire, explosion, earthquake, pandemic, work stoppage, or other similar acts of God or the public enemy. Any of OWNER's efforts to continue the services called for under this Contract by whatever means may be credited against the applicable fees and reimbursements otherwise due to the CONTRACTOR.

However, any interruption of CONTRACTOR's services which results from third party involvement or is caused by an agent of the CONTRACTOR will not relieve the CONTRACTOR from the performance of its responsibilities under this Contract.

10.3 Contract Amendments

Whenever an addition, deletion or alteration of the services described in Item 7 herein substantially changes the scope of work, thereby materially increasing or decreasing the cost of performance, an amendment to the Contract shall be approved and executed by the OWNER and the CONTRACTOR before such addition, deletion or alteration shall be performed. Subject to Article 7 herein, amendments to the services may be made and the compensation to be paid to the CONTRACTOR may be adjusted by mutual agreement. It is specifically understood and agreed that no claim for extra services performed or materials furnished by the CONTRACTOR will be allowed except as provided herein, nor shall CONTRACTOR perform any services or furnish any materials not covered by this Contract unless first authorized in writing. Any services or materials furnished by the CONTRACTOR without prior written authorization shall be at CONTRACTOR's risk, cost, and expense, and CONTRACTOR agrees to submit no claim for compensation or reimbursement for additional service's performed or materials furnished without prior written authorization.

Except as specifically provided herein, neither this Contract nor any term or provision hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the CONTRACTOR and the OWNER.

10.4 No Oral Alterations

No alteration or variation of the terms of this Contract shall be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Contract. No oral understanding or Contract not incorporated in this Contract shall be binding on any of the parties herein.

10.5 Professional Competency

10.5.1 Qualifications

CONTRACTOR represents that it is familiar with the nature and extent of this Contract, the Services, and any conditions that may affect its performance under this Contract. CONTRACTOR further represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized, and financed to perform such Services.

10.5.2 Level of Care and Skill

Services provided by CONTRACTOR will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the OWNER of CONTRACTOR's services shall in no way relieve CONTRACTOR of liability to the OWNER for damages suffered or incurred arising from the failure of CONTRACTOR to adhere to the aforesaid standard of professional competence.

10.6 Specific Performance

CONTRACTOR agrees in the event of a breach by CONTRACTOR of any material provision of this Contract, OWNER shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Contract. In the event OWNER shall elect to treat any such breach on the part of CONTRACTOR as a discharge of the Contract, OWNER may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to OWNER under law or equity.

The CONTRACTOR further authorizes the OWNER to deduct the amount of the damages from money due the CONTRACTOR under the Contract. If the monies due the CONTRACTOR are insufficient or no monies are due the CONTRACTOR, the CONTRACTOR shall pay the OWNER the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the OWNER.

The OWNER specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with Section VII.

10.7 Compliance with Laws

The CONTRACTOR hereby agrees to comply with and be bound by all existing and subsequently enacted Federal, State and local laws, ordinances codes and regulations, Airport Rules and Regulations, the Airport Tenant Improvement Manual, Operating Directives, Airport Environmental Compliance Handbook, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state or federal, including but not limited to, all environmental laws, and will immediately upon request verify compliance to any such requirement in the operation of its service at the Airport. The CONTRACTOR agrees to be subject to any fines resulting from violations of any laws and Rules and Regulations. The CONTRACTOR will keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.

10.8 Documentation

10.8.1 Title

All documents including, but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analysis, studies or any other original works of authorship created by CONTRACTOR in the performance of this Contract are to be and remain "works for hire" under Title 17, United States Code, and the property of the OWNER and all copyright ownership and authorship rights in the work(s) shall belong to the OWNER pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Contract is deemed to not be work for hire, then CONTRACTOR hereby assigns to the OWNER all of the right, title, and interest for the entire world in and to the work(s) and the copyright therein. CONTRACTOR agrees to cooperate and execute additional documents reasonably necessary to conform with its obligations under this paragraph.

In the event that CONTRACTOR is a named party to said existing litigation or expects to be named party to anticipated litigation, CONTRACTOR may retain possession of a copy of any such documents which are necessary for CONTRACTOR to defend itself and/or the OWNER. This right to retain such copies shall be conditioned upon the OWNER and the CONTRACTOR entering into an agreement which sets forth the valid uses of any such privileged documents.

All documents, together with all unused materials supplied by the OWNER, are to be delivered to the OWNER upon completion or termination of this Contract before the final payment is made to CONTRACTOR.

10.8.2 Dissemination and Retention

There shall be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the OWNER. Should the OWNER, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, CONTRACTOR shall relinquish to the possession and control of the OWNER its entire file related to this Contract and only those portions of said file deemed by the OWNER to be not privileged shall be returned to CONTRACTOR pending the resolution of the existing or anticipated litigation.

It is agreed that a violation of this Item shall be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of CONTRACTOR under this Item shall survive the termination of this Contract.

10.8.3 Format and Quality

All documents prepared by CONTRACTOR shall be prepared in a format and at be of a quality approved by the OWNER.

10.8.4 Document Review

CONTRACTOR shall review all documents provided by the OWNER related to the performance of the Services and shall promptly notify the OWNER of any defects or deficiencies discovered in such review.

10.8.5 Submittals

CONTRACTOR shall provide timely and periodic submittals of all documents required of CONTRACTOR, including sub-Contracts, if any, as such become available to the OWNER for review.

10.9 No Waiver

No waiver by OWNER of default by CONTRACTOR in performance of any requirements of this Contract shall be construed to be or act as a waiver of any subsequent default in performance of the same requirement or any other requirement.

10.10 No Third-Party Beneficiaries

This Contract is not intended to and does not create any rights for any entity other than the parties to this Contract.

10.11 Software Compatibility

The CONTRACTOR agrees to use software, which is compatible with that of the OWNER, and to have its staff coordinate with OWNER's staff in order that the OWNER will have the capability of accessing CONTRACTOR's data pertaining to the Contract.

10.12 Interpretation

All terms defined herein, and all pronouns used in this Contract shall be deemed to apply equally to singular and plural and to all genders. This Contract and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. In the event of any ambiguity contained herein, it shall not be construed for or against any party hereto on the basis that such party did or did not author it.

EXHIBIT B SHUTTLE BUS ROUTE MAPS CBE-1503

Map 1

Route #1: ARACC to Terminal 1

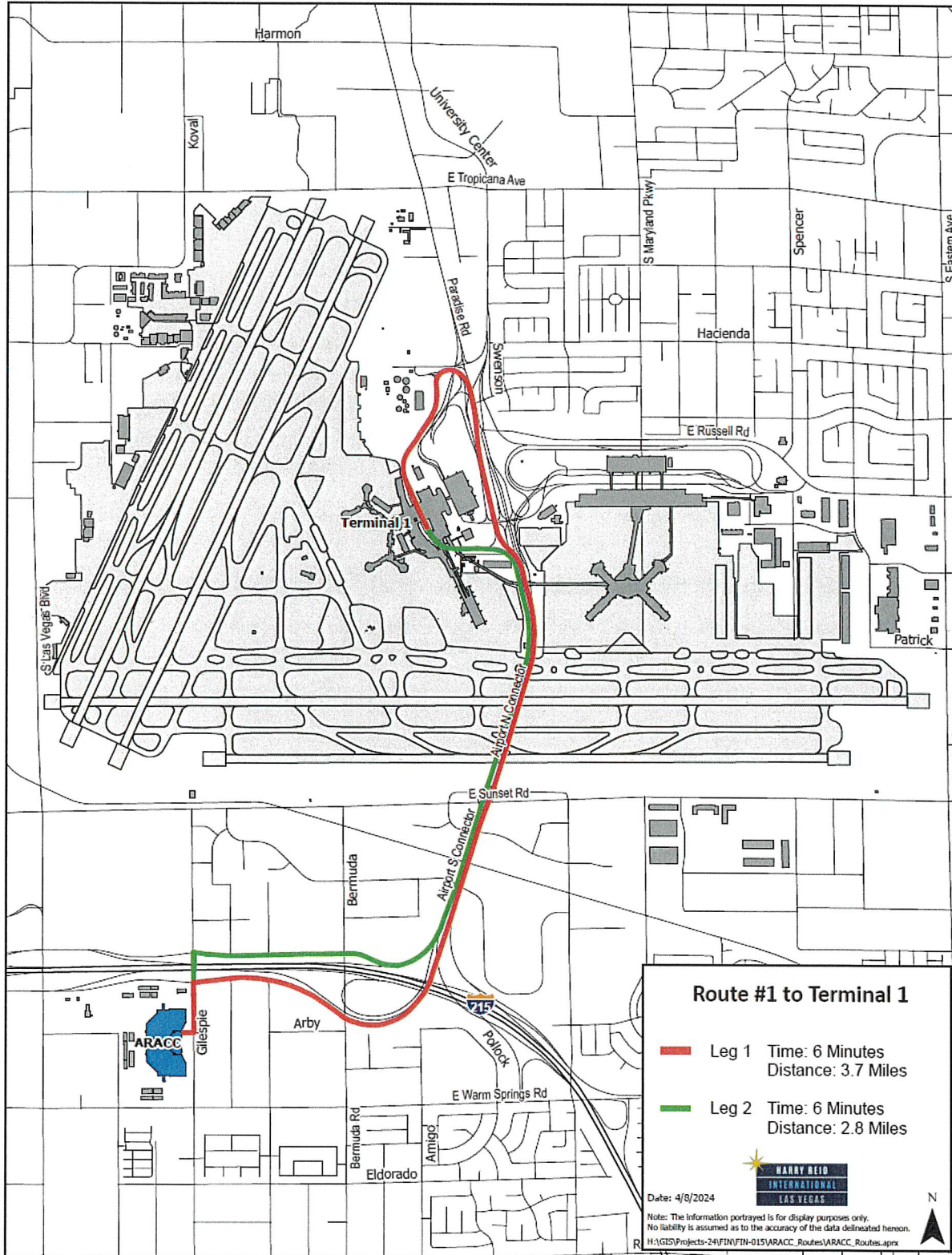
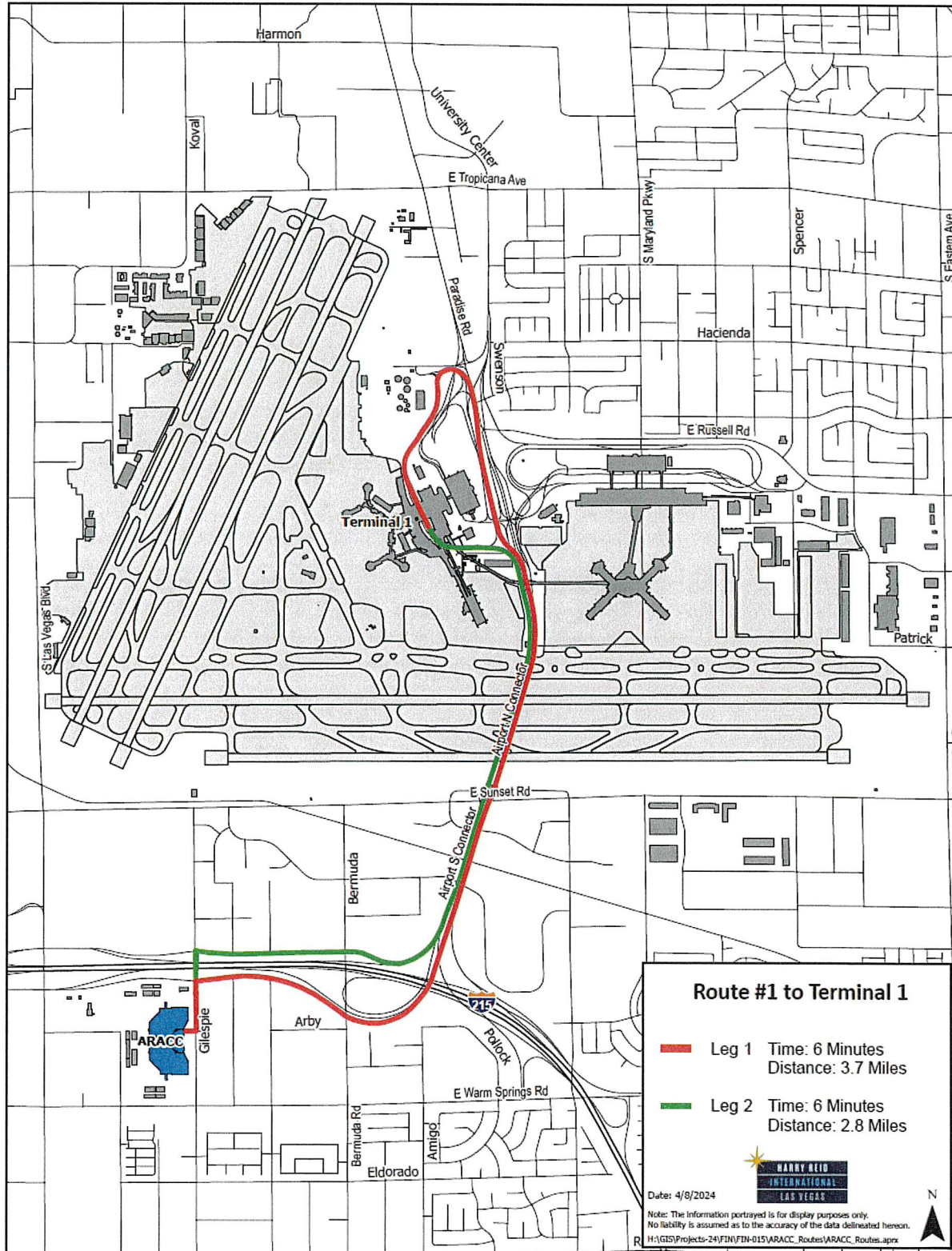


EXHIBIT B SHUTTLE BUS ROUTE MAPS CBE-1503

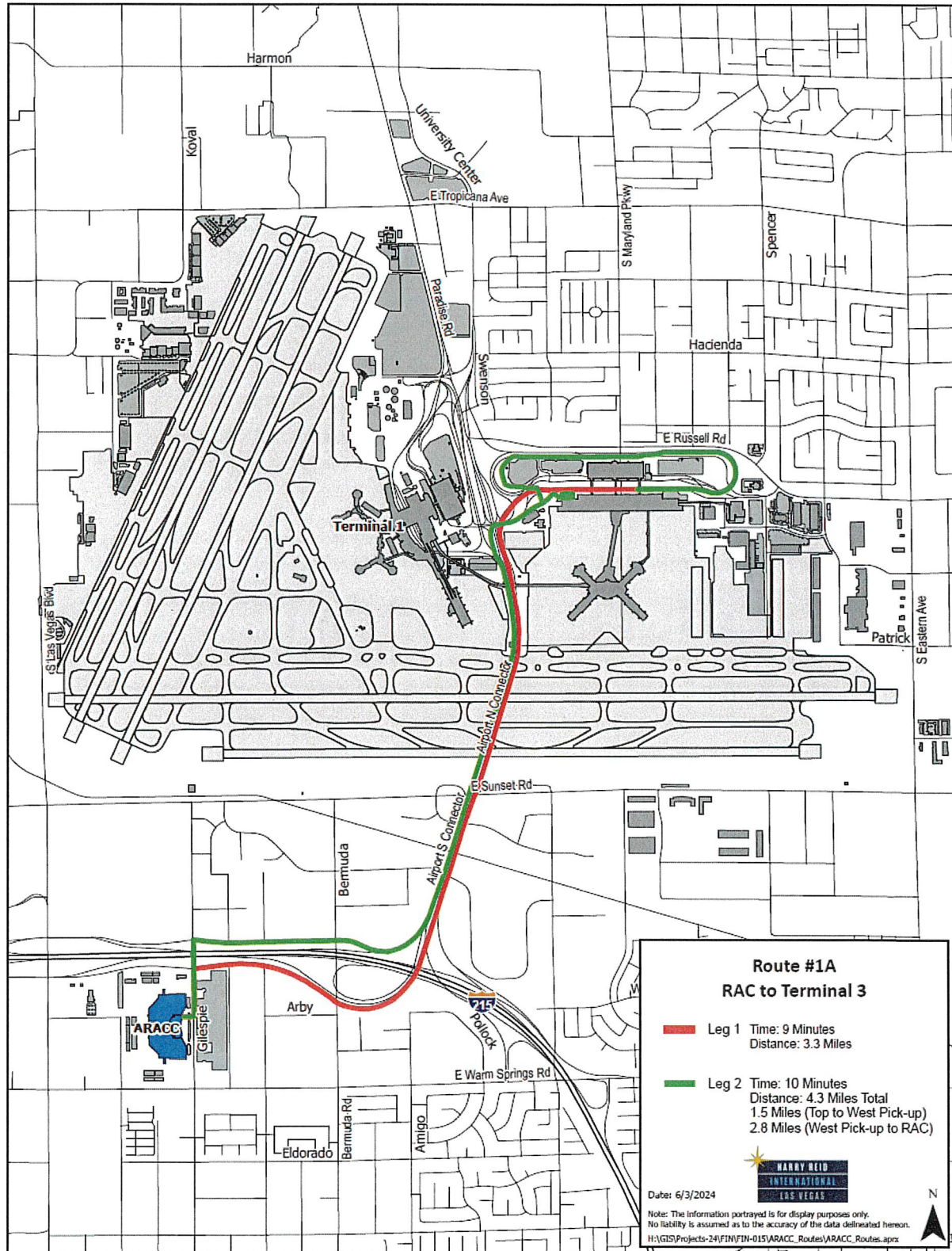
Map 1

Route #1: ARACC to Terminal 1



Map 2

Route #1A: ARACC to Terminal 3



Map 3

Route #2: Employee Parking to Terminal 1



Route #2: Employee Parking to Terminal 3



**EXHIBIT C
CONTRACT FOR SHUTTLE BUS OPERATIONS AND MAINTENANCE
CBE-1503**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.

These are **minimum** requirements. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

1. **Format/Time:** The CONTRACTOR shall provide OWNER with Certificates of Insurance, per the sample format provided, as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) calendar days** after the award by the OWNER. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The OWNER requires insurance carriers to maintain during the Contract term, a Best Key Rating of A-VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the OWNER.
3. **OWNER Coverage:** The OWNER, its officers, employees, agents and volunteers must be expressly covered as additional insureds except on workers' compensation and **professional liability insurance** coverages. The CONTRACTOR's insurance shall be primary as respects the OWNER, its officers, employees, agents, and volunteers.
4. **Endorsement/Cancellation:** The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to OWNER and must note that the OWNER will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. CONTRACTOR will also provide a waiver of subrogation against the OWNER on the worker's compensation and commercial general liability.
5. **Workers' Compensation:** Workers' compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. **Employers' Liability:** Employers' liability with a minimum limit of \$1,000,000.
7. **Automobile Liability:** Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off **the construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$15,000,000.	per occurrence
and b.	Property Damage	\$15,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$15,000,000.	Combined single limit
8. **Commercial Liability:** Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and Subcontractor, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$15,000,000
Products/Completed Operations Aggregate	\$15,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$15,000,000
9. **Umbrella Liability:** Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employers' liability and general liability coverages in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance coverages referenced above be on an **occurrence basis** and not a **claims made** basis.

Other sections that pertain to what you must provide and your responsibilities include:

10. **Environmental and Clean-up Liability:** **Environmental insurance shall not be less than \$1,000,000 aggregate** for the duration of this Contract.
11. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$50,000** without the express written permission of the OWNER.

Transdev North America, Inc
Shuttle Bus Ops & Maint
CBE-1503

12. Insurance Limits: If the CONTRACTOR maintains broader coverage and/or higher limits than the minimum shown above, the OWNER requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.
13. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
14. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the CONTRACTOR, their Subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
15. Cost: The successful CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the Contract price(s).
16. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
17. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONTRACTOR'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 (\$15,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$15,000,000)
 - (G) Products- Completed Operations Aggregate (\$15,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$15,000,000)
 6. Umbrella Liability / Excess Liability
 - (L) Each Occurrence (\$15,000,000)
 - (M) Aggregate (\$15,000,000)
 7. Workers' Compensation
 8. Description: Contract Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County
c/o Department of Aviation
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 10. Authorized Agent Signature

You must furnish evidence of compliance with the above prior to starting any work or performing services.



DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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 have **ADDITIONAL INSURED** provisions or 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		CONTACT NAME:	
		PHONE	FAX (A/C, No):
		E-MAIL ADDRESS:	
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS		INSURER(S) AFFORDING COVERAGE	
		INSURER A : 3. BEST'S RATING	
INSURED		INSURER B :	
		INSURER C : COMPANY'S BEST KEY RATING	
		INSURER D :	
2. NAME, ADDRESS, PHONE AND FAX NUMBERS		INSURER E : A-VII or BETTER	
		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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE \$ (D) 15,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ (E) 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ (F) 15,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ (G) 15,000,000
							\$
5.	AUTOMOBILE LIABILITY			(H)	(I)	(J)	COMBINED SINGLE LIMIT \$ (K) 15,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED						\$
6.	UMBRELLA LIAB						EACH OCCURRENCE \$ (L) 15,000,000
	EXCESS LIAB						AGGREGATE \$ (M) 15,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
7.	WORKERS COMPENSATION						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

8. DESCRIPTION: CBE No. 1503 - CONTRACT FOR SHUTTLE BUS OPERATIONS AND MAINTENANCE ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

9. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY C/O DEPARTMENT OF AVIATION 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111 1005	SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	10. AUTHORIZED REPRESENTATIVE

NAMED INSURED:		
POLICY PERIOD:	TO	ENDORSEMENT EFFECTIVE DATE:
CONTRACT NO.	TITLE:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

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

SECTION II

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

ATTACHMENT 1
AFFIDAVIT

I, N/A, on behalf of my company, _____,
(Name of Sole Proprietor) (Legal Name of Company)

being duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 1503, entitled Contract for Shuttle Bus Operations and Maintenance;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

On this _____ day of _____, _____, before the undersigned Notary Public, personally appeared _____, having proved on a satisfactory basis to be the person(s) whose name(s) _____ subscribed to this instrument, and acknowledge that _____ executed it.

Witness my hand and official seal.

Notary's Signature

**EXHIBIT D
CONTRACT FOR SHUTTLE BUS OPERATIONS AND MAINTENANCE
CBE-1503**

CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY: (You MUST select at least one)

The above referenced firm is a ☒LBE ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+ as defined below.

BUSINESSES IN OTHER STATES

Businesses located outside of the State of Nevada MUST be designated as:

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

STATE OF NEVADA BUSINESSES ONLY

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

CERTIFIED EMERGING SMALL BUSINESS (ESB) Tiers 1 or 2: 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.

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 two million dollars (\$2,000,000).

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

VETERAN OWNED BUSINESS ENTERPRISE (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET): A Nevada business at least 51 percent owned/controlled

LGBTQ+ BUSINESS ENTERPRISE (LGBTQ): An independent and continuing Nevada business for profit, which performs a commercially useful function and is at least 51% percent owned and controlled by one or more LGBTQ+ persons.

EXHIBIT E
CONTRACT FOR SHUTTLE BUS OPERATIONS AND MAINTENANCE
CBE-1503

SUBCONTRACTOR INFORMATION

It is the CONTRACTOR's intent to utilize the following NBE, ESB, SBE, MBE, WBE, PBE, VET, DVET, or LGBTQ+ subcontractors in association with this Contract.

Please indicate if the entity is a Nevada Business Enterprise (NBE), Emerging Small Business Enterprise (ESB), Small Business Enterprise (SBE), Minority Owned Business (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), or LGBTQ+ Owned Business (LGBTQ+) as defined on the previous page.

If more than four (4) subcontractors will be used, please submit additional copies of this form.

☒ **Please indicate here if no NBE, ESB, SBE, MBE, WBE, PBE, SBE, VET, DVET, or LGBTQ+ subcontractors will be used.**

1. Subcontractor Name: _____
 Contact Person: _____ Telephone Number _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
 Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____

2. Subcontractor Name: _____
 Contact Person: _____ Telephone Number _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
 Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____

3. Subcontractor Name: _____
 Contact Person: _____ Telephone Number _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
 Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____

4. Subcontractor Name: _____
 Contact Person: _____ Telephone Number _____
 Description of Work: _____
 Estimated Percentage of Total Dollars: _____
 Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
 Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____

**EXHIBIT F
CONTRACT FOR SHUTTLE BUS OPERATIONS AND MAINTENANCE
CBE-1503**

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BOCC") in determining whether members of the BOCC should exclude themselves from voting on agenda items where they have, or may be perceived as having, a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BOCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation, and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, Overton, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

Number of Clark County Nevada Residents Employed: 2,392

Business Information:

Corporate/Business Entity Name:	First Transit, Inc.	
(Include d.b.a., if applicable)		
Street Address:	720 E. Butterfield Rd., Suite 300	Website: transdevna.com
City, State and Zip Code:	Lombard, IL 60148	POC Name: Katrina Heineking
Telephone No:	630.571.7070	POC Email: katrina.heineking@transdev.com
		Fax No: NA
Nevada Local Street Address:	60 E. Arby Ave	Website: transdevna.com
(If different from above)		Local POC Name: Jesse Alocer
City, State and Zip Code:	Las Vegas Nevada, 89119	Local POC Email: jesse.alocer@transdev.com
Local Telephone No:	702.261.6633	Local Fax No: NA

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Transdev North America, Inc.		100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Katrina Heineking
 Signature
 Senior Vice President
 Title

Katrina Heineking
 Print Name
5.8.25
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

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

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

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT G
FEDERALLY REQUIRED CONTRACT PROVISIONS
CLARK COUNTY DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA

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OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	61

EXHIBIT F **FEDERALLY REQUIRED CONTRACT PROVISIONS**

GENERAL NOTES

For purposes of this Exhibit, the term "Contract" includes subcontracts.

The Contractor (including all Subcontractors) shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Contractor is responsible for compliance with these contract provisions by any Subcontractors, lower-tier Subcontractor or service provider.

CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHT – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

10.8.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance)

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

10.8.7 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

Number of Clark County Nevada Residents Employed: 2,392

Business Information:

Corporate/Business Entity Name:	First Transit, Inc.	
(Include d.b.a., if applicable)		
Street Address:	720 E. Butterfield Rd., Suite 300	Website: transdevna.com
City, State and Zip Code:	Lombard, IL 60148	POC Name: Katrina Heineking
Telephone No:	630.571.7070	POC Email: katrina.heineking@transdev.com
		Fax No: NA
Nevada Local Street Address: (If different from above)	60 E. Arby Ave	Website: transdevna.com
		Local POC Name: Jesse Alocer
City, State and Zip Code:	Las Vegas Nevada, 89119	Local POC Email: jesse.alocer@transdev.com
Local Telephone No:	702.261.6633	Local Fax No: NA

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

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Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Transdev North America, Inc.		100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes

☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Katrina Heineking
 Signature
 Senior Vice President
 Title

Katrina Heineking
 Print Name
5.8.25
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

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

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

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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"Affinity" is a relationship by marriage.

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Revised 7/25/2014