

CLARK COUNTY, NEVADA
CONTRACT FOR RANGE-WIDE MONITORING
RFP NO. 606806-23

GREAT BASIN INSTITUTE
NAME OF FIRM
Terry Christopher
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
7250 S. Durango Drive, Suite130 Las Vegas, Nevada 89113
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 433-2600
(AREA CODE) AND TELEPHONE NUMBER
(775) 674-5499
(AREA CODE) AND FAX NUMBER
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E-MAIL ADDRESS

CONTRACT FOR RANGE-WIDE MONITORING

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and GREAT BASIN INSTITUTE (hereinafter referred to as CONSULTANT), for Range-Wide Monitoring (hereinafter referred to as PROJECT).

WITNESSETH:

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

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

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

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

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from date of award through December 31, 2024, with the option to renew for four, one-year periods subject to the provisions of Sections II and VIII herein. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONSULTANT for the performance of services described in Exhibit A, Scope of Work for the fixed fee amount of \$2,033,970. COUNTY'S obligation to pay CONSULTANT cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Payments

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

C. Terms of Payments

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

- c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONSULTANT must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount CONSULTANT will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- 3. No penalty will be imposed on COUNTY if COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 - 4. In the event that legal action is taken by COUNTY or CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 - 5. COUNTY shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT'S negligence, resulting from or arising out of errors or omissions in CONSULTANT'S work products, which have not been previously paid to CONSULTANT.
 - 6. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 - 7. Invoices shall be submitted via email to: dcp@clarkcountynv.gov.
 - 8. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. CONSULTANT will be provided information on how to enroll at time of award.
- D. County's Fiscal Limitations
- 1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
 - 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 - 3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to CONSULTANT.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

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

SECTION V: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. CONSULTANT has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. CONSULTANT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. CONSULTANT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract.
- H. Original work of authorship in any medium, prepared and originated by CONSULTANT as specifically ordered by COUNTY as part of this Contract, shall be the exclusive property of COUNTY and shall be deemed to be works for hire. COUNTY grants to CONSULTANT a royalty-free perpetual license to copy, use, disclose, and sublicense these items for any lawful purpose without notice to COUNTY.

To the extent that the items are deemed not to be works for hire, CONSULTANT assigns to COUNTY all rights, title and interest in the items including works to copyright, and COUNTY grants to CONSULTANT a royalty-free perpetual license to copy, use, disclose, and sublicense the deliverables for any lawful purpose without notice to COUNTY. If such items include items previously developed or copyrighted by CONSULTANT, CONSULTANT hereby grants to COUNTY a royalty-free perpetual license to copy, use, disclose, and sublicense the items for any lawful purpose without notice to CONSULTANT. CONSULTANT warrants that the assignment and/or grant does not infringe upon or violate any trademark, service mark, copyright, patent or other proprietary right of any third party and that CONSULTANT has clear, unencumbered title to the items subject to the assignment and/or grant.

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

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Scott Cambrin, Department of Environment and Sustainability, telephone number (702) 455-3859 or their designee. COUNTY'S representative may delegate any or all of his or her responsibilities under this Contract to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. CONSULTANT will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. An opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
 - i. Not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. An opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CONSULTANT'S default.
 - b. Upon receipt or delivery by CONSULTANT of a termination notice, CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of CONSULTANT to fulfill contractual obligations it is determined that CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event CONSULTANT shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this Contract.

5. The rights and remedies of COUNTY and CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY:	<u>Scott Cambrin, Department of Environment and Sustainability</u> <u>Desert Conservation Program</u> <u>4701 West Russell Road, Suite 200</u> <u>Las Vegas, NV 89118</u> <u>Email: DCP@clarkcountynv.gov</u>
TO CONSULTANT:	<u>Terry Christopher</u> <u>7250 S. Durango Drive, Suite 130</u> <u>Las Vegas, NV 89113</u> <u>Email: tchristopher@thegreatbasininstitute.org</u>

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
In accordance with the Immigration Reform and Control Act of 1986, CONSULTANT agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.
- C. Non-Discrimination/Public Funds
The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender

expression, age, disability, national origin, or any other protected status, COUNTY may declare CONSULTANT in breach of the Contract, terminate the Contract, and designate CONSULTANT as non-responsible.

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

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

H. Audits

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

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

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

M. Disclosure of Ownership Form

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

N. Authority

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

O. Force Majeure

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

P. Severability

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

Q. Non-Endorsement

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

R. Public Records

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

S. Data Management

CONSULTANT shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>. All data will be transmitted to COUNTY and becomes the property of both COUNTY and CONSULTANT. All materials, information, documents, and drawings developed under this Contract are also subject to these conditions, and Section VIII, N, as applicable.

COUNTY reserves the right to use the data for various analyses required for programmatic planning and the adaptive management science process.

T. Desert Conservation Program Acknowledgment

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

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

U. Companies that Boycott Israel

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

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

CONSULTANT:
GREAT BASIN INSTITUTE

By: Terry Christopher
Digitally signed by Terry Christopher
DN: cn=Terry Christopher, ou=Great Basin Institute,
ou,email=tchristophe@gbinstitute.org, c=US
Date: 2024.02.28 14:45:53 -0800

TERRY CHRISTOPHER
Associate Director, Southern Programs

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Jason Patchett
Jason Patchett (Mar 4, 2024 15:39 PST)

JASON B. PATCHETT
Deputy District Attorney

Mar 4, 2024

DATE

EXHIBIT A SCOPE OF WORK

A. PROJECT TITLE: Range-Wide Monitoring

B. PROJECT NUMBER: TBD

C. PROJECT OVERVIEW: The Mojave desert tortoise (*Gopherus agassizii*) is a priority species for conservation in Clark County, Nevada. It is listed as threatened under the Endangered Species Act and is a covered species under the Clark County Multiple Species Habitat Conservation Plan (MSHCP). The recovery program for desert tortoises requires range-wide, long-term monitoring to determine whether recovery goals are met; specifically, population trends within recovery units need to increase for a period of 25 years to warrant delisting. In 1999 the Desert Tortoise Management Oversight Group endorsed the use of line distance sampling to estimate range-wide desert tortoise density.

The COUNTY desires to engage in conservation actions as identified in the Clark County Multiple Species Habitat Conservation Plan (MSHCP), including: monitoring desert tortoise populations; tracking trends in the status of desert tortoise in Clark County; and furthering the objectives of the U.S. Fish and Wildlife Service's (USFWS) Desert Tortoise Recovery Plan. The purpose of this project is to conduct desert tortoise monitoring in the form of line distance sampling across Clark County, Nevada, and adjacent areas.

D. PROJECT LOCATION(S):

Study locations will be as follows:

This project will be conducted throughout desert tortoise habitat within the Colorado Desert, Eastern Mojave, and Northeastern Mojave Recovery Units. Specifically, desert tortoise monitoring will take place in all Tortoise Conservation Areas (TCAs) located within, or partially within, Clark County, Nevada, which include: Piute Valley, Eldorado Valley, Coyote Springs Valley, Mormon Mesa, Gold Butte-Pakoon, and Beaver Dam Slope. The Bureau of Land Management, National Park Service, USFWS, and Clark County/Boulder City manage the land in these areas. Refer to Appendix 2 for a map of the project areas.

E. PROJECT GOALS AND OBJECTIVES:

The goals for this project are to conduct line distance sampling techniques in the specified TCAs; maintain data quality, accuracy, and precision of density estimates; and reduce variance and observer (monitor) errors during data collection. Objectives:

- Crews will complete focal telemetry at the same time others walk transects to allow for correction factors to be calculated.
- Crews will correctly implement line distance sampling protocols for desert tortoises on standard transects.
- Crews will appropriately implement techniques to walk non-standard transects when obstacles prevent completion of planned standard transects.
- Established data quality assurance/ quality control (QAQC) protocols will be implemented for verification of data by crews and for timely review and correction of error. Following review by the USFWS, any additional inconsistencies will be addressed.

F. PROJECT METHODS:

Training. The specialized training for this project will last two weeks and will begin no later than March 25 of each year. All field personnel will be required to attend training where they will learn proper technique to perform the following: tortoise handling (a federally permitted activity); line distance sampling transect walking and measurements; focal tortoise telemetry; data collection using the field data collection devices and database; and quality controls, implemented centrally to identify and repair data collection errors as quickly as possible. These are all specialized skills, and training for transect walking itself requires a large staging area to approximate transect conditions for directed training and practice. CONTRACTOR will be expected to cooperate with other entities such as other contractors also performing line distance sampling as USFWS staff time is limited. Also, the tortoises for handling will need to be housed in an adequate space and will need to be cared for while in the CONTRACTOR's custody. More information on approved desert tortoise monitoring protocols and procedures can be found in the most recent Desert Tortoise Monitoring Handbook located <https://fws.gov/library/collections/mojave-desert-tortoise-range-wide-monitoring>. Prior experience using these methods is encouraged but not a requirement; however, potential staff should have some prior field biology experience and should be prepared to work in desert conditions in sometimes-rugged terrain, camping during the work week. Training will be led by the USFWS and CONTRACTOR will need to coordinate with the Desert Tortoise Recovery Office to schedule the training each year.

Line Distance Sampling. The goal of conducting line-distance surveys is to acquire an unbiased estimate of the density and abundance of desert tortoises in a given area. Achieving this requires integration of various field activities, but most directly, it requires the ability to define the transect, locate tortoises, and accurately measure the distance from the transect to the tortoise.

Desert tortoise monitoring using line distance sampling requires that distance from the transect line to live tortoises and carcasses be accurately measured. Surveyors walk transects at specified locations on predetermined bearings. When a tortoise or carcass is observed you must 1) use a compass to determine the local transect bearing (this may be different from the predetermined bearing), 2) use a compass to determine the bearing (azimuth) from the point of observation to the tortoise or carcass, and 3) measure the distance to the tortoise or carcass using a measuring tape. These data are used to calculate the distance from the observed tortoise or carcass to the local transect line. Accuracy and precision in these measurements are critical for adequate estimates of tortoise density.

Tortoises are not active and visible consistently throughout the day. For this reason, the timing of transect start and completion times must be coordinated with optimum tortoise activity periods. These periods will change over the course of the field season, and teams are responsible for matching their transect start times to these shifting windows. Each day of the field season, all transect teams shall maintain start times and line distance sampling protocols that are consistent with all other transect teams. They must also coordinate their activity with telemetry crews who collect information on the proportion of tortoises that might not have been visible even during the optimum time of day. Survey start times will be coordinated by the end of the prior week with the USFWS, which will have reviewed telemetry data from past years as well as the most recently collected data.

Monitoring is performed from approximately April 1 through May 31 by two-person crews that walk transects and count the number of tortoises visible above-ground and in burrows along the line. Transects are approximately 12 km long and are randomly chosen each year. Individual transects may be modified due to rough terrain or other factors. There will be a total of 213 transects completed under this contract each year but CONTRACTOR may be asked to complete additional transects during the same field season which would be paid for separately by the US Fish and Wildlife Service. A breakdown of the number of transects to be completed in each TCA by year can be found in Appendix 3.

G₀ Surveys. Across the Mojave Desert, several small groups of 8-12 tortoises have been equipped with radio transmitters and are used to estimate the proportion of tortoises in the local area that are active/visible. Individuals are observed repeatedly throughout the day using a VHF radio receiver and a directional antenna. Each time a tortoise is located, data are recorded indicating its visibility on the surface, in a burrow, or in vegetation. These data allow us to calibrate distance sampling results to account for the proportion of the population that eludes sampling due to fossorial or cryptic behavior. The radio-equipped tortoises are called G₀ tortoises ("gee-subzero"), a reference to the mathematical term in the density equation that represents tortoise availability.

The primary goal of G₀ training is successful implementation of the G₀ protocol by telemetry crews. This includes correct use of telemetry equipment, understanding G₀ data collection fields, collecting observations of as many radio-equipped tortoises as possible during the day, observing the appropriate focal population for the transects being sampled, and conducting observations during a window of time that overlaps the day's transect time window for each sampling area. Telemetry training will not be provided during the specialized training period; however, telemetry technicians will be instructed in G₀ data collection.

At a G₀ site, monitors will locate and record an average of 30 observations per 8-to-9-hour day, beginning 30 minutes prior to and ending just after line distance sampling during the same day. G₀ monitors will coordinate with their team leaders to schedule their activities to coincide with line distance transect data collection. Tortoises with transmitters must be located monthly in the non-survey season to confirm their well-being and to replace 24-month transmitters as needed. There are three sites in Clark County with transmittered tortoises. More detailed information on line distance sampling can be found in the Desert Tortoise Monitoring Handbook.

Data Management. Data management for the entire project is setup in three phases. CONTRACTOR will be responsible for portions of phase 1, which amounts to collection of data and delivery of clean, complete data and records. Some materials are provided to aid in data collection, verification, and validation, so that the CONTRACTOR's tasks include the following:

- Implementing verification procedures for field crews to check data during collection and at the end of each day.
- Import the data from the populated Collection databases into the Correction databases at the end of each week.

- During training, there will be at least 5 instances of same-day data synching and delivery to USFWS so that timely feedback can be provided to crews. Final training data must also be submitted.
- On a weekly basis, running scripts provided by USFWS with the Correction databases to perform the required automated checks, which are designed to identify common errors that can be best corrected by the survey organization. It is the survey organization's responsibility to perform an initial quality assurance/quality control (QA/QC) review and correct these errors.
- On a weekly basis, performing non-automated visual checks for errors. Examples of errors include odd times, incomplete fields, fields missing data, etc.
- Making and documenting corrections in an Errors table. Corrections to records should be clearly stated and include the fields and values that were changed. Unusual entries that are not corrected should also be documented in the violations table.
- Responding to and making corrections identified in the USFWS interim assessments of their data. The interim assessments are not automated, and it is difficult to identify in advance all the possible corrections that may be required. However, examples from previous years include: incorrect times; sex record M or F, but comment field indicating uncertainty; mixing observers between teams; inconsistency in recording of tag numbers; G0 tortoises that are scored "not visible" but behavior is not "unknown"; incorrect numeric entries into text fields that cannot therefore limit numeric entry errors (e.g. waypoint "21" recorded as waypoint "21."); duplicate waypoints; etc.
- Delivering complete Phase I products (Collection and Correction databases for training lines, transects, and G0), for the next phase of data processing. Data collection and correction must be completed by survey organizations and delivered to USFWS and the entity they identify to provide independent review of the data and process data from Clark County and elsewhere in the range of the Mojave desert tortoise.

More information related to USFWS protocols and equipment can be found here:
<https://fws.gov/library/collections/mojave-desert-tortoise-range-wide-monitoring>.

G. STAFFING AND EQUIPMENT:

CONTRACTOR shall inform COUNTY in writing of changes in the project manager or data manager. This Scope of Work is based on the staffing levels submitted in the proposal. If a change in staffing levels within the term of this agreement/contract affects CONTRACTOR's ability to provide deliverables or impacts the deliverable schedule, it is the responsibility of CONTRACTOR to notify the COUNTY, and develop a workable solution to meet project schedule, and to submit a request for an amendment to the agreement/contract for consideration, if necessary. CONTRACTOR is responsible for obtaining all necessary equipment for completing this project.

CONTRACTOR is responsible for obtaining all equipment needed for this Contract. No equipment will be provided by COUNTY.

H. PERMITS & REQUIREMENTS:

CONTRACTOR must either obtain a permit from USFWS or be placed on the USFWS recovery permit for this project after successfully completing the training. CONTRACTOR must also obtain a Scientific Collection Permit from the Nevada Department of Wildlife (NDOW) or other permitting agency where appropriate prior to commencing field work.

I. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:

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

Description of Deliverables and Milestones

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and CONTRACTOR may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. CONTRACTOR's Project Manager shall attend.
3. Permits. CONTRACTOR shall submit copies of relevant permits to COUNTY Before the beginning of field work.

4. Quarterly Progress Reports. These reports shall be submitted to COUNTY on or before January 5, April 5, July 5, and October 5 of each calendar year for the term of this agreement. The format is provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Quarterly Report Format".

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

5. Data Management Plan. This plan shall be submitted using the guidelines provided in the Data Management Guidelines located on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Data Management Guidelines".

This plan will include a description of quality assurance and quality control (QA/QC) procedures for all data:

6. Training. CONTRACTOR staff shall attend a mandatory 2-week training class on the project-specific protocols prior to the initiation of data collection. All proposed project personnel, including all backup personnel, must attend. This training will be held before the beginning of the field season. Training dates will be determined by USFWS personnel.
7. Begin Field Work. CONTRACTOR shall initiate field work on or before the date listed in Appendix 1. Final determination of this date will be decided by USFWS personnel.
8. Training Data Upload. CONTRACTOR will submit the data collected during the training in a Microsoft Access database along with any scanned data sheets.
9. Digital Data Upload. Data should be submitted in an Access database and in accordance with the approved Data Management Plan. Digital Data Uploads are due weekly on Fridays with a one-week lag from the start date, so work completed in week one will be due Friday of week two. Due dates in Appendix 1 assume the latest possible start date to field activities; however, deliverables may be due earlier if field work commences earlier than April 13. Start date for field work will be determined by USFWS based on weather conditions.
10. Completion of Field Work. CONTRACTOR shall finish field work on or before the corresponding date listed in Appendix 1.
11. Debriefing Meeting. CONTRACTOR and COUNTY will meet in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table to discuss work conducted and lessons learned. Additionally, COUNTY Project Manager may request written or oral reports throughout the term of the project.
12. Receipt Submittal. Receipts for all equipment purchase(s) with an individual purchase price of \$5,000 or more shall be submitted with any invoices. If items are valued at \$5,000 or more but less than \$5,000 of COUNTY funds are used, receipts shall be provided as well as proof of matching funds.
13. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on June 30th of each odd-numbered year and at the completion of the project. The report format is provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Biennium Summary Report Format".

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

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

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

15. Annual Project Data. GIS data and aspatial project data shall be submitted in accordance with the USFWS data management plan for this project, per Section J, Document Submittal, of this Scope of Work.
16. Annual Project Report. This report shall be submitted at the end of each year of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Report Format".
17. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Project Review Summary Format".
Generally, this deliverable is approximately 10% of the total contract amount.

J. DOCUMENT SUBMITTAL:

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

Deliverables submitted electronically may not exceed 30MB file size.

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

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

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

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

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

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

K. INVOICING SCHEDULE AND REQUIREMENTS:

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

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

It is the responsibility of CONTRACTOR to ensure all deliverables for the invoice period have been delivered and

accepted and all milestones have been completed **before submitting an invoice**. CONTRACTOR shall cite the deliverable and/or milestone number being invoiced.

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

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

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

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

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

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

APPENDIX 1

Milestone/Deliverable/Invoicing Schedule Table - Year 1

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 5, 2024	M01	Contract Award and Mobilization	NO FEE ALLOWED
January 13, 2024	M02	Project Kick-off Meeting	\$0
February 28, 2024	D01	Data Management Plan	\$10,000
March 25, 2024	M03	Training	\$70,000
April 5, 2024	D02	Quarterly Progress Report (Project start – March)	\$0
April 12, 2024	D03	Permits	\$0
April 13, 2024	M04	Begin Field Work	\$45,000
April 15, 2024	D04	Training Data Upload	\$40,000
April 26, 2024	D05	Digital Data Upload	\$40,000
May 3, 2024	D06	Digital Data Upload	\$40,000
May 10, 2024	D07	Digital Data Upload	\$40,000
May 17, 2024	D08	Digital Data Upload	\$40,000
May 24, 2024	D09	Digital Data Upload (If Necessary)	\$0
May 31, 2024	M05	Completion of Field Work	\$0
May 31, 2024	D10	Digital Data Upload (If Necessary)	\$0
June 15, 2024	D11	Annual Project Data	\$25,000
July 5, 2024	D12	Quarterly Progress Report (April – June)	\$0
July 30, 2024	D13	Annual Project Report	\$4,000
August 10, 2024	M06	End of Season Debriefing Meeting	\$0
TBD	M07	2024 Annual Project Review Presentation (If requested)	\$0
October 5, 2024	D14	Quarterly Progress Report (July – Sept)	\$0
December 1, 2024	D15	Project Summary Form and Claims Release	\$15,890
December 31, 2024		Year 1 Closeout	N/A
TOTAL FIXED FEE AMOUNT:			\$369,890

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

APPENDIX 1

Milestone/Deliverable/Invoicing Schedule Table - Year 2

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2025	M08	Contract Award and Mobilization	NO FEE ALLOWED
January 5, 2025	D16	Quarterly Progress Report (October – December)	\$0
January 13, 2025	M09	Project Kick-off Meeting	\$10,000
March 25, 2025	M10	Training	\$75,000
April 5, 2025	D17	Quarterly Progress Report (Jan – March)	\$0
April 13, 2025	D18	Permits	\$0
April 13, 2025	M11	Begin Field Work	\$45,000
April 15, 2025	D19	Training Data Upload	\$40,000
April 25, 2025	D20	Digital Data Upload	\$40,000
May 2, 2025	D21	Digital Data Upload	\$40,000
May 9, 2025	D22	Digital Data Upload	\$40,000
May 16, 2025	D23	Digital Data Upload	\$40,000
May 23, 2025	D24	Digital Data Upload (If Necessary)	\$0
May 30, 2025	D25	Digital Data Upload (If Necessary)	\$0
May 31, 2025	M12	Completion of Field Work	\$25,000
June 15, 2025	D26	Annual Project Data	\$0
July 1, 2025	D27	Biennium Progress Summary Report	\$0
July 5, 2025	D28	Quarterly Progress Report (April – June)	\$0
July 30, 2025	D29	Annual Project Report	\$4,000
August 10, 2025	M13	End of Season Debriefing Meeting	\$0
TBD	M14	2025 Annual Project Review Presentation (If requested)	\$0
October 5, 2025	D30	Quarterly Progress Report (July – Sept)	\$0
December 1, 2025	D31	Project Summary Form and Claims Release	\$19,525
December 31, 2025		Year 2 Closeout	N/A
TOTAL FIXED FEE AMOUNT:			\$378,525

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

APPENDIX 1

Milestone/Deliverable/Invoicing Schedule Table - Year 3

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2026	M	Contract Award and Mobilization	NO FEE ALLOWED
January 5, 2026	D	Quarterly Progress Report (October – December)	\$10,000
January 13, 2026	M	Project Kick-off Meeting	\$0
March 25, 2026	M	Training	\$80,000
April 5, 2026	D	Quarterly Progress Report (Jan – March)	\$0
April 13, 2026	D	Permits	\$0
April 13, 2026	M	Begin Field Work	\$45,000
April 15, 2026	D	Training Data Upload	\$45,000
April 24, 2026	D	Digital Data Upload	\$45,000
May 1, 2026	D	Digital Data Upload	\$45,000
May 8, 2026	D	Digital Data Upload	\$40,000
May 15, 2026	D	Digital Data Upload	\$40,000
May 22, 2026	D	Digital Data Upload (If Necessary)	\$0
May 29, 2026	D	Digital Data Upload (If Necessary)	\$0
May 31, 2026	M	Completion of Field Work	\$25,000
June 15, 2026	D	Annual Project Data	\$0
July 5, 2026	D	Quarterly Progress Report (April – June)	\$0
July 30, 2026	D	Annual Project Report	\$5,000
August 10, 2026	M	End of Season Debriefing Meeting	\$0
TBD	M	2026 Annual Project Review Presentation (If requested)	\$0
October 5, 2026	D	Quarterly Progress Report (Project July – Sept)	\$0
December 1, 2026	D	Project Summary Form and Claims Release	\$31,825
December 31, 2026		Year 3 Closeout	N/A
TOTAL FIXED FEE AMOUNT:			\$411,825

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

APPENDIX 1
Milestone/Deliverable/Invoicing Schedule Table - Year 4

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2027	M	Contract Award and Mobilization	NO FEE ALLOWED
January 5, 2027	D	Quarterly Progress Report (October – December)	\$10,000
January 13, 2027	M	Project Kick-off Meeting	\$0
March 25, 2027	M	Training	\$80,000
April 5, 2027	D	Quarterly Progress Report (Jan – March)	\$0
April 13, 2027	D	Permits	\$0
April 13, 2027	M	Begin Field Work	\$45,000
April 15, 2027	D	Training Data Upload	\$45,000
April 23, 2027	D	Digital Data Upload	\$45,000
April 30, 2027	D	Digital Data Upload	\$45,000
May 7, 2027	D	Digital Data Upload	\$45,000
May 14, 2027	D	Digital Data Upload	\$45,000
May 21, 2027	D	Digital Data Upload (If Necessary)	\$0
May 28, 2027	D	Digital Data Upload (If Necessary)	\$0
May 31, 2027	M	Completion of Field Work	\$25,000
June 14, 2027	D	Annual Project Data	\$5,000
July 1, 2027	D	Biennium Progress Summary Report	\$0
July 5, 2027	D	Quarterly Progress Report (April – June)	\$0
July 30, 2027	D	Annual Project Report	\$0
August 10, 2027	M	End of Season Debriefing Meeting	\$0
TBD	M	2027 Annual Project Review Presentation (If requested)	\$0
October 5, 2027	D	Quarterly Progress Report (July – Sept)	\$0
December 1, 2027	D	Project Summary Form and Claims Release	\$38,300
December 31, 2027		Year 4 Closeout	N/A
TOTAL FIXED FEE AMOUNT:			\$428,300

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

APPENDIX 1

Milestone/Deliverable/Invoicing Schedule Table -Year 5

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2028	M	Contract Award and Mobilization	NO FEE ALLOWED
January 5, 2028	D	Quarterly Progress Report (October – December)	\$10,000
January 13, 2028	M	Project Kick-off Meeting	\$0
March 25, 2028	M	Training	\$85,000
April 5, 2028	D	Quarterly Progress Report (Jan – March)	\$0
April 13, 2028	D	Permits	\$0
April 13, 2028	M	Begin Field Work	\$50,000
April 15, 2028	D	Training Data Upload	\$45,000
April 25, 2028	D	Digital Data Upload	\$45,000
May 5, 2028	D	Digital Data Upload	\$45,000
May 12, 2028	D	Digital Data Upload	\$45,000
May 29, 2028	D	Digital Data Upload	\$45,000
May 26, 2028	D	Digital Data Upload (If Necessary)	\$0
May 30, 2028	D	Digital Data Upload (If Necessary)	\$0
May 31, 2028	M	Completion of Field Work	\$25,000
June 15, 2028	D	Annual Project Data	\$0
July 1, 2028	D	Biennium Progress Summary Report	\$0
July 5, 2028	D	Quarterly Progress Report (Project April – June)	\$0
July 30, 2028	D	Annual Project Report	\$5,000
August 10, 2028	M	End of Season Debriefing Meeting	\$0
TBD	M	2028 Annual Project Review Presentation (If requested)	\$0
October 5, 2028	D	Quarterly Progress Report (Project July – Sept)	\$0
October 10, 2028	D	Project Summary Form and Claims Release	\$45,430
October 31, 2028		Year 5 Closeout	N/A
TOTAL FIXED FEE AMOUNT:			\$445,430

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

APPENDIX 2
Project Overview

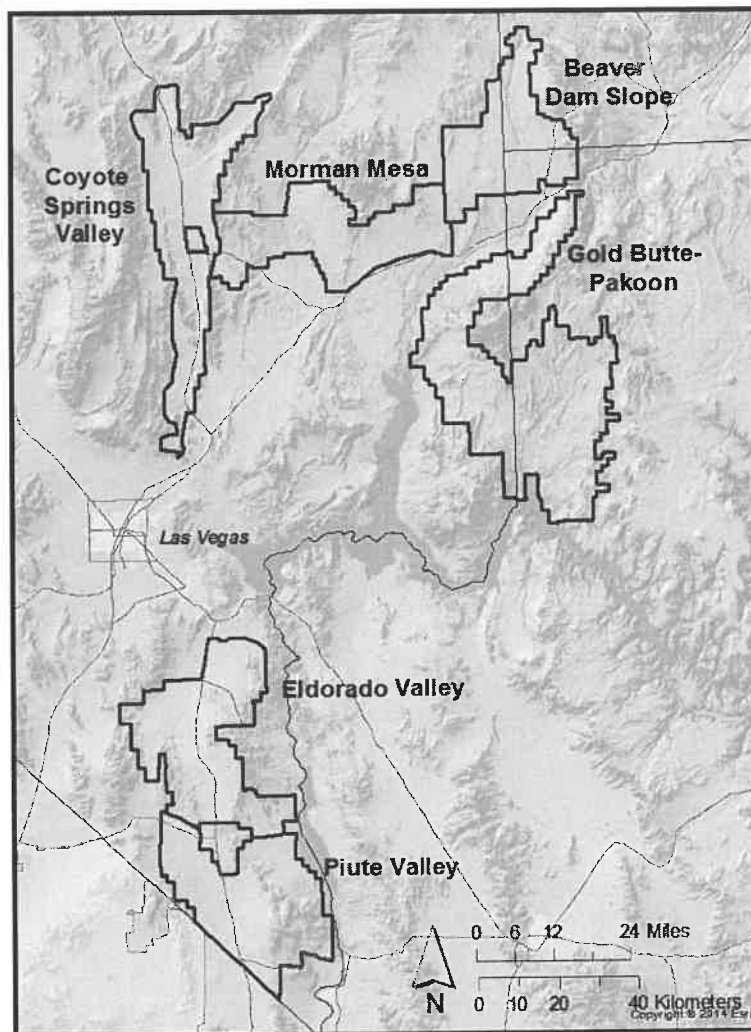


Figure 1. Map of the project area. Areas to be surveyed under this program are outlined and labeled in blue and include BLM ACECs and adjacent lands with management priorities to recover the Mojave desert tortoise (USFWS critical habitat and National Wildlife Refuge lands).

APPENDIX 3

Transect Overview

Table 1. Shows the total number of transects that will be completed as part of this contract for each TCA.

Year	Total	Beaver Dam Slope	Coyote Springs	Eldorado valley	Gold Butte	Mormon Mesa	Piute Valley
2024	213	75	78				60
2025	213			80	63	70	
2026	213	75	78				60
2027	213			80	63	70	
2028	213	75	78				60

EXHIBIT B

INSURANCE REQUIREMENTS RANGE-WIDE MONITORING

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

1. Format/Time: CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-4), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY's written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. COUNTY Coverage: COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. CONSULTANT'S insurance shall be primary as respects COUNTY, its officers and employees.
4. Endorsement/Cancellation: CONSULTANT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. ***Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**. *If the deductible is "zero" it must still be referenced on the certificate.*
6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.
7. Commercial General Liability: Subject to Paragraph 6 of this Exhibit, CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
8. Automobile Liability: Subject to Paragraph 6 of this Exhibit, CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and any auto used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
9. Professional Liability: CONSULTANT shall maintain limits of no less than **\$1,000,000** aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.

10. Workers' Compensation: CONSULTANT shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. Failure To Maintain Coverage: If CONSULTANT fails to maintain any of the insurance coverages required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONSULTANT or deduct the amount paid from any sums due CONSULTANT under this Contract.
12. Additional Insurance: CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.
13. Damages: CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.
14. Cost: CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
16. Insurance Form Instructions: The following information must be filled in by the CONSULTANT'S Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONSULTANT'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products-Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)

8. Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

3. CARRIER'S
BEST KEY
RATING

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.	X					MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000

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

8. RFP NO. 606806-23 RANGE-WIDE MONITORING

9. CERTIFICATE HOLDER

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

CANCELLATION

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

PROJECT NUMBER AND PROJECT NAME: CBE NO. 606806-23 RANGE-WIDE MONITORING

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606806-23, entitled RANGE-WIDE MONITORING;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

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

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

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

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

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

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