

CLARK COUNTY, NEVADA
PROFESSIONAL ARCHITECTUAL &
ENGINEERING SERVICES

For

REGIONAL JUSTICE CENTER - LRP SPACE
PLANNING IMPROVEMENTS (STEPS 1-21)
CBE NO. 606268-22

RP. D09220008

Tate Snyder Kimsey Architects, LTD dba TSK Architects
NAME OF FIRM
Jason Andocia, AIA Vice President
DESIGNATED CONTACT AND NAME (Please type or print)
314 South Water Street Henderson, Nevada 89015
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 456-3000
(AREA CODE) AND TELEPHONE NUMBER
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REGIONAL JUSTICE CENTER - LRP SPACE PLANNING IMPROVEMENTS (STEPS 1-21)

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and TATE SNYDER KIMSEY ARCHITECTS, LTD. DBA TSK ARCHITECTS (hereinafter referred to as CONSULTANT), for REGIONAL JUSTICE CENTER - LRP SPACE PLANNING IMPROVEMENTS (STEPS 1-21) (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of \$7,909,947.00, including but not limited to the following: clerical; site visitation; mileage; engineering; production and reproduction of working and review drawings, details, elevations, technical specifications and reports; drafting; cost estimating; meetings; presentations; exhibits and work product expense, travel, lodging, meals and miscellaneous expenses.

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

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. Independent Contractor

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. Employment of Unauthorized Aliens

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

C. Non-Discrimination

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 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. No COUNTY Employee Benefits or Rights

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.

E. Quality of Work/Correction of Errors

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards. CONSULTANT must be a registered Architect and Engineer, in the State of Nevada in accordance with NRS Chapter 623.

Upon receipt of any documents furnished by the CONSULTANT, COUNTY'S Project Manager shall have seven (7) calendar days for preliminary review of such documents. COUNTY'S Project Manager will determine whether the documents comply with the scope of the Project. If COUNTY'S Project Manager determines that the documents submitted by CONSULTANT are insufficient, inadequate, or incomplete, COUNTY shall notify CONSULTANT and request documents, which are professionally complete and appropriate, in **Exhibit B** attached, for basic service phase submitted. After COUNTY reviews the documents, one set of the documents shall be returned to CONSULTANT with comments and corrections noted thereon.

CONSULTANT shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected document. CONSULTANT shall at its own expense, correct deficiencies to produce complete services and/or deliverables and shall be liable for costs associated with delays incurred by COUNTY as a result of such rejected work. If the corrections are not made, CONSULTANT shall provide COUNTY with a written explanation of each such item for which correction was not made. CONSULTANT shall review with COUNTY alternative approaches to the design and construction of the Project. Prior to COUNTY'S approval of the documents, CONSULTANT shall furnish written responses to COUNTY'S correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by COUNTY.

The decision by COUNTY'S Project Manager in this matter shall be final. CONSULTANT shall effect a recovery schedule to make up for any delay. If COUNTY'S Project Manager determines, after requesting CONSULTANT to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, COUNTY may; (i) declare CONSULTANT in default, or (ii) demand a letter of explanation from CONSULTANT as to the reason the furnished documents are insufficient, inadequate or incomplete. If COUNTY elects the second option, the CONSULTANT, at CONSULTANT own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of COUNTY'S Project Manager for review by COUNTY. The CONSULTANT, at CONSULTANT own expense, shall attend any meeting, whether formal or informal, including COUNTY'S Commission meeting(s) when requested by COUNTY to explain the reason CONSULTANT presented inadequate, insufficient, or incomplete documents to COUNTY, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

COUNTY'S approval of the Contract Documents shall not relieve CONSULTANT of any responsibility for the professional and technical accuracy of any documents prepared by the CONSULTANT.

F. Federal, State and Local Statutes, Codes, Etc.

It shall be the duty of CONSULTANT to assure that all services and 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 services and work products. 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.

COUNTY'S review, approval, acceptance, or payment for any of CONSULTANT 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 performance or failures to perform under this Contract. COUNTY'S review, approval, acceptance or payment for any of the services performed by CONSULTANT shall not be construed as a waiver of any rights of COUNTY under this Contract.

Prior to each design submittal, CONSULTANT shall check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the CONSULTANT.

G. CONSULTANT Representative(s)

CONSULTANT shall appoint a State of Nevada licensed principal of his company who will be the primary point of contact and project manager for the performance of services and as specified in attached **Exhibit E**. All of the services specified by this Contract shall be performed by the this State of Nevada licensed principal of the CONSULTANT, or by an alternate Manager approved in writing by COUNTY prior to any such substitution. Should the State of Nevada Licensed Principal or his COUNTY-approved Manager, or any other employee of CONSULTANT or sub consultant be unable to complete his or her responsibility for any reason, CONSULTANT will replace him or her with an COUNTY-approved qualified person. If CONSULTANT fails to make a COUNTY-required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

H. Drawings and Specifications

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

All Drawings shall be prepared using AutoDesk's AutoCAD Release 2006 or newer release in accordance with industry accepted standards, including the American Institute of Architect's (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

I. Staff Availability

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.

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.

J. Disclosure of Ownership/Principals

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

K. Rights and Remedies

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.

L. Substitution Requests

CONSULTANT basic services shall include evaluations of a reasonable number of substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to COUNTY and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution. Claims may be submitted by CONSULTANT for payment by the Contractor.

M. Utility/Regulatory Agency Submittals/Reviews

CONSULTANT shall actively monitor the review and approval status of all utilities and regulatory agency submittals and review comments and produce written weekly updates to COUNTY covering status, progress, problems, concerns and CONSULTANT proposed solutions and action, including updates to **Exhibit F** schedule.

N. Bid Alternates and Rebids

CONSULTANT shall provide bidding alternates as necessary and approved by COUNTY in advance, for the protection of the approved budget. COUNTY must be able to award a major portion of the Project without rebid or revision to the Contract Documents. COUNTY reserves the right to require CONSULTANT to redesign, revise or otherwise change the Bid Set Contract Documents at CONSULTANT own expense, if the Bid is over the approved budget for the Project. If COUNTY so directs the CONSULTANT, CONSULTANT shall immediately provide COUNTY with a new schedule for completing the revised Contract Documents and Project rebid. In no case shall this new schedule exceed ninety (90) calendar day's duration.

O. Project Meetings

Attend meetings, as necessary, on a weekly basis, or as otherwise directed by COUNTY'S representative, with the Department of Real Property Management (RPM) and others to review the Work of the Project and the progress thereof. At the initial project meeting, RPM will review all existing and pertinent COUNTY project files and site information; and will confirm the Project Scope, Work of the Project, Project Facilities Program and Project Schedule with the CONSULTANT. All meetings shall be chaired by an RPM staff member, and all work shall be directed / supervised by an RPM staff member.

P. Specifications

All specifications prepared for this project shall utilize the Construction Specification Institute (CSI) Masterformat latest revision. CONSULTANT shall utilize COUNTY-approved Division 1, which will be revised for this project by the RPM Project Manager and transmitted to the Project CONSULTANT for use, as provided. CONSULTANT will be responsible for ensuring conformance with the remainder of the technical specifications to the specified Division 1. CONSULTANT agrees with the content of Division 1 as provided and takes no exceptions to any provisions.

Q. Meeting Minutes

CONSULTANT shall prepare minutes of all pre-design, planning, design, bid, construction, and post-construction meetings, review sessions, conferences and public presentations. The minutes shall include, but not limited to the following: date, list of attendees, topics of discussion, direction given for each discussion topic, decisions and any other information discussed that is pertinent to the Project. Prepare and distribute the minutes of all meetings as "meeting reports" as directed by COUNTY.

R. Site Visits

CONSULTANT shall prepare field reports for every CONSULTANT and sub consultant site visit.

S. Design Schedule

CONSULTANT shall perform services in accordance with the Design Schedule specified in attached **Exhibit F**.

T. Manufacturer/Brand Names

In all work produced under this Contract, CONSULTANT shall comply with NRS.338.140 by listing multiple manufacturers in the specifications, designated materials, drawings, products, thing or services by specific brand or trade name. CONSULTANT shall evaluate, present and review through the design phase options for selecting items, products, materials and equipment which are commercially available, standard production and economical efficient which shall meet COUNTY'S project budget. CONSULTANT shall list in the specifications at least two (2) brands or trade names of comparable quality or utility, and follow the words "or equal" so that the bidder(s) of the construction project may furnish an equal material, product, thing or service (items). CONSULTANT shall verify current availability of all items, and provide the Manufacturers names, model numbers, product information and points of contact within its work products. CONSULTANT shall provide all work, including but not limited to drawings, specifications, and calculations, for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." Where CONSULTANT specifies the above-mentioned information in the drawings, bid specifications including all necessary materials required for jurisdictional permitting. Should less than two (2) suitable brand/trade names and model numbers be commercially available, CONSULTANT shall state "or equal" wherever those items are referenced. In accordance with NRS 338.140(4), an awarded Construction Contractor is allowed seven (7) days after award of the contract for submission of data substantiating a request for a substitution of an "or equal" item(s); therefore, CONSULTANT shall have the duty to cooperate with the Construction Contractor through COUNTY in a timely review and determination. Should the item be deemed acceptable for use, CONSULTANT must specify in writing through COUNTY any additional costs and time impacts associated with the design or permitting (i.e., structural calculations) which may require revisions to CONSULTANT documents as relative to incorporation of the construction contractor(s) request. COUNTY shall determine if the item(s) associated costs and time impacts are to be incorporated into the project design and will facilitate distribution of funds to the CONSULTANT. In instances where items are designated to match existing (compatibility) or meet COUNTY'S standards for use on an existing public improvement, addition or in the course of completion, CONSULTANT shall specify those items as a "no substitute" after obtaining COUNTY'S approval. Should CONSULTANT fail to adhere to the requirements wherein, and the bidding phase delayed to provide this required information, then the stated Liquidated Damages per calendar days of the bid documents may be assessed against CONSULTANT for this time impact and funds reduced from any outstanding invoice for the project.

U. Design Standards

All work shall be in full compliance with the applicable COUNTY'S "Design Standards for Buildings, Parks, and Parking Facilities" ("Design Standards") which can be obtained from COUNTY upon request, incorporated herein by reference, and any failure in this regard shall be at the sole expense of CONSULTANT to correct, specifically including any additional construction costs resulting from such failures in the construction bid documents. CONSULTANT agrees to include this requirement in subcontract contracts providing services for the Project.

V. Accuracy of Data

CONSULTANT will be responsible to verify the 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.

W. ADA Requirements

All professional design services shall be performed in compliance with NRS 338.180, related to the removal and elimination of architectural barriers to the physically handicapped and to make public buildings and facilities accessible and usable by the physically handicapped.

X. Responsibility for Construction Cost

1. Evaluations of COUNTY'S Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, prepared by CONSULTANT independent estimator, represent CONSULTANT best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither CONSULTANT nor COUNTY has control over the cost of labor, materials or equipment, over the Construction Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the bids or negotiated prices will not vary from COUNTY'S Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the CONSULTANT.
2. CONSULTANT shall include in estimates of the Construction Cost, allowances and contingencies for design, estimating, bidding, market factors, and price escalation, and shall be permitted, in cooperation with COUNTY, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids for portions of the Work so the estimated base bid does not exceed the Construction Cost. The Construction Cost shall be increased by the amount of any cost increases incurred after execution of the Construction Contract.
3. If the Bidding has not commenced within ninety (90) calendar days after CONSULTANT submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to COUNTY ready for bidding, the Construction Cost may be adjusted by CONSULTANT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to COUNTY and the date on which proposals are sought.
4. COUNTY shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

If COUNTY chooses to proceed under option (iii) of Item 4 above, the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the Construction Cost. This modification of Contract Documents shall be the limit of CONSULTANT responsibility arising out of the establishment of the Construction Cost.

Y. Change of Ownership / Key Personnel

CONSULTANT shall notify COUNTY in writing thirty (30) days prior to any change in ownership of CONSULTANT or any key personnel listed for this PROJECT. The approval of this contract has, to some degree, been based on the participation and qualifications of CONSULTANT and other key personnel, listed in the CONSULTANTS response to the Statement of Qualifications submitted prior to receiving this contract. COUNTY has the option to either approve or disapprove any proposed alternate personnel related to the PROJECT. If CONSULTANT fails to notify COUNTY of key personnel changes, COUNTY may terminate this Contract for default.

Significant change in the level of participation may be defined as:

1. CONSULTANT or key personnel not actively participating in the PROJECT for a continuous period of time greater than one month, e.g. sabbatical leave, or a 25% reduction in time devoted to the PROJECT.

SECTION II: RESPONSIBILITY OF COUNTY

A. COUNTY'S Cooperation

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. COUNTY'S Representative

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, as specified in attached **Exhibit A**, or their designee. COUNTY'S representative may delegate any or all of its responsibilities under this Contract to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

Such authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by CONSULTANT in order to avoid unreasonable delay in the orderly progress of CONSULTANT services.

C. Documents and Work Review Comments

COUNTY and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by CONSULTANT providing responses and decisions, promptly, in writing.

COUNTY will have the right, but not the responsibility, to review the work product and/or the deliverables of CONSULTANT and may provide design review comments to be incorporated into the documents. COUNTY'S comment documentation may be provided as red-lined drawings, electronic format and/or hard copies. The review comments of CONSULTANT work by 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.

The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S designated representative, as specified in attached **Exhibit A**. COUNTY may delegate any or all responsibilities under this Contract to appropriate staff members and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

D. Project Data

COUNTY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which COUNTY 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.
3. COUNTY shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth COUNTY'S objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
4. COUNTY shall furnish available structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports, as applicable as required by law or the Contract Documents.

CONSULTANT shall return any original data provided by COUNTY.

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

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.

COUNTY will provide CONSULTANT with programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

COUNTY will provide CONSULTANT with any other information required to complete the work, as available, which is not in CONSULTANT Scope of Services.

E. Notification of Faults, Defects, or Nonconformance

COUNTY shall promptly notify CONSULTANT in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

F. Certification Requests

The proposed language of certificates or certifications requested of CONSULTANT or sub consultants shall be submitted to CONSULTANT for review and approval at least fourteen (14) calendar days prior to execution. COUNTY will not request certifications that would require knowledge or services beyond the scope of this Contract.

G. Project Site Access

COUNTY will provide access to and make all necessary provisions for CONSULTANT to enter upon the Project site as may be required to perform the service under this Contract.

H. Project Bidding Process

COUNTY shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process, except for the costs associated with printing the bid sets of drawings. COUNTY will provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the CONSULTANT.

I. COUNTY'S Rights

COUNTY will acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by COUNTY.

SECTION III: SCOPE OF WORK

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

CONSULTANT shall provide the following services as applicable and as specified further in **Exhibit A**, Scope of Work:

1. **PRE-DESIGN PHASE:** CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

- a. **Reports, Studies and Services:** Provide reports, studies and services that may be required by jurisdictional entity in the review, approval and development of the Project, including but not limited to the following: traffic studies; drainage reports; engineering and structural calculations; geotechnical reports and agricultural soils reports.

An amount is included in attached **Exhibit D** which is for the purpose of reimbursing CONSULTANT for the payment of fees and charges, that are normally the responsibility of COUNTY, that are made on behalf of COUNTY by the CONSULTANT, including but not limited to the following: public works and /or building department plans check and inspection fees; utility application fees and reproduction charges for work beyond the defined CONSULTANT responsibility of the Contract.

The cost of each of the reports, studies, services and for the reimbursement allowance shall be prepared and reported as separate cost items within CONSULTANT Contract, and shall become CONSULTANT work and pay item(s) only with written authorization by RPM for activation and billing upon completion of the work as a work/pay item. Receipts for the payment of authorized fees and charges will be required, in addition to the payment authorization, as documentation for reimbursement. Fee and charge payments shall be made in the name of COUNTY (Clark County).

- b. **Boundary Survey:** If required by the Project, research legal description(s), deed(s) or lease(s); conduct a boundary survey of the Project parcel; set permanent property corners; set lath with flagging at 100-foot intervals along property lines, between property corners; provide a property survey plat map and file the record of survey with the Clark County Assessor's Office.
 - c. **Architectural Topographic Survey:** If required by the Project, prepare an Architectural Topographic Survey of the Project parcel either by accepted land or aerial topographic methods. The topographic survey shall be at 1-foot contour intervals and a maximum scale of 1" = 100', in accordance with National Mapping Standards for an area about 250 feet square. The survey shall include, but not be limited to the following: vertical datum shall be North American Datum of 1988; property lines; abutting roads, rights-of-way or indications of adjacent property parcels; buildings; structures; natural features; drainages; fences; waterways; individual trees greater than 2" in caliper; tree and shrub mass outlines for plant material less than 2" in caliper; utility locations; easements of record and all other prominent features present on the parcel. If aerial survey method is utilized, provide one complete set of aerial flight strip photo mosaics.
 - d. **Traffic Study:** If required by the Project, prepare a Traffic Study consistent with the format and requirements that are required by the jurisdictional public works department for analysis of the proposed project.
 - e. **Drainage Study:** If required of the Project, prepare a Drainage Study consistent with the format and requirements that are required by the jurisdictional public works department for analysis of the proposed project.
 - f. **Geotechnical Report:** If required by the Project, prepare a Geotechnical Report with the specified number of soil borings consistent with the format and requirements that are required for proper soils analysis by a soils engineer and that is required by the jurisdictional building department.
 - g. **Agricultural Soils Report:** If required by the Project, prepare an Agricultural Soils Report in the manner, format and of the area that is required for proper soils analysis by an agricultural soil testing company. Soils analysis shall indicate needed and/or required soil amendments and additives, required for proper growing medium for trees, shrubs and turf grass. Soils analysis shall also indicate problem soil conditions and the required methods and procedures to be utilized in the mediation of the identified problem(s).
2. **SITE ANALYSIS PHASE:** CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:
- a. **Analysis Phase:** Assemble, review and present information relevant to the design and development of the Project, including but not limited to the following:
 - b. **Traffic Analysis:** Review existing and future traffic patterns relative to the Project, identify potential impacts, investigate and determine required off-site improvements. Prepare a transportation, site access and off-site improvement analysis. Coordinate with the jurisdictional public works department traffic engineer to review the analysis and present the findings to RPM for review.
 - c. **Utility Analysis:** Coordinate with the various utilities to determine the status of existing utilities and the availability and location (distance and direction) of future utilities necessary to serve the Project. Evaluate present and future Project utility requirements and make recommendations for sizing and utility connection locations.
- Review, analyze and calculate service requirements and determine the project costs, including but not limited to the following: all engineering, construction, application, connection, service and hookup fees to extend and/or upgrade existing utilities required by the Project for review by RPM. Prepare all plans, drawings, studies and applications required by the various utilities, including but not limited to the following: final engineering drawings, for approval and signature by the utility.

- d. **Hydrology and Site Analysis:** Conduct site visitation(s) and hydrological reconnaissance of on-site and off-site drainage. Examine site topography, topographic survey, and boundary information to determine site opportunities and constraints. Review existing grades, slope conditions, and on-site and off-site views. Prepare an analysis for presentation to RPM for review.
- e. **Project Facilities Program:** Prepare a program of facilities, site elements and design features recommended for inclusion in the design and development of the Project for presentation to RPM for review.
- f. **Data:** Analyze data, exhibits, reports, findings and decisions from the Analysis Phase to develop conceptual drawings, designs, elevations, character sketches and design narratives necessary to illustrate the design intent of the project.
- g. **Project Preliminary Development Plans:** Prepare a preliminary site development plan that illustrates "nodes", "linkages", "use areas" and "relationships" including but not limited to the following design elements:
 - i. Access - Ingress and Egress
 - ii. Parking/Roads
 - iii. Park Facilities and Site Design Elements
 - iv. Trails/Walks
 - v. Building/Structure "Footprints"
 - vi. Space Allocations
 - vii. Natural/Man-Made Features
 - viii. Landscape Zones, Plant Masses, Screening and Buffering Requirements
 - ix.. Boundaries
 - x. Views
- h. **Preliminary Cost Estimate:** Prepare a preliminary cost estimate for the approved preliminary plan. The cost estimate shall include, but not be limited to the following: professional service fees; RPM fees; plan check fees; public works plan check and inspection fees; utility application fees; utility connection charges; engineering; testing; on-site and off-site construction cost estimates; Construction Contractor overhead and profit, project contingencies and if project is building related, FF&E (furniture, fixtures and equipment).
- i. **Public Presentation(s):** Prepare a presentation outline for a public neighborhood plan review and input meeting(s) to be conducted within the township in which the Project is located, or at a specially scheduled project review meeting. The meeting shall be coordinated by the applicable County department in conjunction with the Commissioner of that Commission District. CONSULTANT shall be responsible for assisting in the presentation of the site development plan and the building floor plans with the applicable County department; and for responding to input and questions from the community.
- j. **Final Development Plan:** Based on input received from the neighborhood input meeting(s), the applicable County department and RPM; the preliminary development plan shall be modified to become the final development plan.

- k. **Land Use Requirements:** CONSULTANT shall be responsible for making application, scheduling, preparing drawings, plans, elevations and other required data and for making presentation, representing COUNTY in and for all required Land Use activities required of the Project, including but not limited to the following: Zone Change, Design Review, Use Permit, Waiver and Variances by the Town Board, County Planning Commission and if required, the BCC. Applications shall be made in the name of COUNTY (Clark County).
 - l. **Public Presentation:** Schedule and make a public presentation of the Final Development Plan to the BCC, if required, for plan review and adoption.
 - m. **Cost Estimate:** Prepare a revised schedule of probable construction costs based upon the final Development Plan.
 - n. **Presentation Plans:** Prepare three copies of the colored, 24" x 36" computer generated, approved Site Development Plan and one copy of the electronic file of the presentation plan for delivery to RPM.
 - o. **Work Product:** The work product(s) required by this phase of work include but are not limited to the following:
 - Results of analysis and research phase
 - Preliminary development plan and cost estimate
 - Land use submittals, applications and approvals
 - Final development plan and cost estimate
 - p. **Deliverables:** The deliverables required by this phase of work includes, but is not limited to, the following:
 - Presentation Plan and electronic plot file
3. **SCHEMATIC DESIGN PHASE:** CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:
- a. Meet with RPM and others to ascertain and determine the programming requirements of the Project.
 - b. Preliminary evaluation of RPM's development schedule and construction budget requirements, each in terms of the other.
 - c. Review with RPM, alternative approaches to design and construction of the Project, as necessary.
 - d. Based on the approved program, schedule and construction budget, prepare, for approval by RPM, a program document and schematic design documents consisting of drawings and/or other documents illustrating the scale and relationship of Project components including site plan.
 - e. Preliminary Cost Estimate: Submit to RPM, a preliminary estimate of construction cost based on current area, volume or other unit or specialized costs; on-site and off-site construction and Construction Contractor overhead and profit.
4. **DESIGN DEVELOPMENT PHASE:** CONSULTANT shall prepare per Schedule of Designated Services as specified in **Exhibit A**, Section II:
- a. Based on the approved schematic design documents and any adjustments authorized by RPM in the program, schedule or construction budget, for approval by RPM, the design development documents consisting of drawings and/or other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical systems, electrical systems, materials and such other elements as may be appropriate.
 - b. A revised estimate of construction cost.
 - c. Public Presentation(s): A presentation outline for a public neighborhood plan review and input meeting(s) to be conducted within the township in which the Project is located, or at a specially scheduled project review meeting. The meeting shall be coordinated by the applicable County department in conjunction with the Commissioner of that Commission District.

CONSULTANT shall be responsible for assisting in the presentation of the site development plan and the building floor plans with COUNTY Commissioner and the applicable County department; and for responding to input and questions from the community.

- d. Presentation Plans: Three copies of a colored framed 24" x 36" computer generated rendition of the Building Plans and Elevations for presentation to RPM.
- e. Work Product: The work product(s) required by this phase of work includes but is not limited to the following:
 - i. Final version of the Program / Schematic design
 - ii. Final version of the design development
 - iii. Land use submittals, applications and approvals
- f. Deliverables: The deliverables required by this phase of work include but are not limited to the following:
 - Specified number of framed presentation plans and electronic plot file

5. **CONSTRUCTION DOCUMENTS PHASE**: CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

- a. Construction Documents: Construction drawings and the project manual required for the bidding of the development of the Project in accordance with the approved Project Site/Master Plan, including, but not limited to the following: construction drawings and details, engineering design calculations, schedules and technical specifications. Preparation of all plans, drawings and specifications shall be in compliance with all applicable codes and ordinances.
- b. Reports: Studies/reports required by the Contract and file with Clark County for the review and approval of the Project, including but not limited to the following: Traffic Report, Drainage Report and Soils Report. Reports shall be prepared, consistent with the requirements of the jurisdictional public works and building departments for plans check/design review submittals.
- c. Design Submittals: Research, consultation, coordination, engineering calculations, design submittal(s), application preparation and fee determination required by the various utility and design review/approval agencies for the provision of utilities and for Project design, review and approval necessary for the development of the Project, including, but not limited to the following: the Las Vegas Valley Water District, Clark County Water Reclamation District, Southwest Gas Company, Embarq Central Telephone Company, area cable company, Nevada Department of Transportation, Clark County Public Works Department, Clark County Development Services Department, Clark County Finance Department - Purchasing & Contracts Division, Board of County Commissioners, Clark County Parks and Recreation (CCP&R), Clark County Health District, Clark County School District and other departments, governmental entities and agencies.
- d. Specifications and Details: All necessary design work, including but not limited to: calculations, plans, sections and detail drawings, and technical specifications necessary for developing the Project.
- e. Review Drawings: Construction drawings, technical specification outlines and bid document outlines at the 60% completion level for review by RPM. Complete construction drawings, technical specifications and bid documents at the 95% completion level for review by RPM. Five full sets of blueprint review drawings and documents for review and mark-up at each of the 60% and 95% review phases of the Project. CCP&R review time for each of the review phases shall require a minimum of two weeks. Review comments will be provided as a single unified submittal. CONSULTANT shall include this required review time schedule in the Project Time Schedule.

- f. Off-Sites: Design of off-site improvements as required, including, but not limited to the following: ADA requirements, sidewalks, driveways, paving, street lighting, street signage, striping, curbs, gutters and drainage structures, if required.
- g. Requirements: Review code, ordinance and zoning requirements of the jurisdictional building department relative to the Project, before submitting drawings and specifications for the plans check process.
- h. Stamped Drawings: Three “wet-stamped” sets of all drawings required for building department review and prepare permit applications to initiate the plans review process for building permits. Applications shall be made in the name of COUNTY (Clark County).
- i. Project Budget: Design the project within the specified budget. Prior to bidding, prepare a schedule of total probable project costs, including but not limited to the following: on-site and off-site construction cost estimates; Construction Contractor overhead and profit.
- j. Approvals: Secure all required civil plan approval signatures and provide conformed construction drawings and complete bid document packages, ready for bidding of the development of the Project.
- k. Work Product: The work product(s) required by this phase of work include but are not limited to the following:
 - i. Copies of all required reports and studies
 - ii. Copies of all applications and design submittals (utilities/governing bodies) and approvals
 - iii. 60% plans, specifications and cost estimates
 - iv. 95% plans, specifications and cost estimates
 - v. Copies of plan check submittals, applications with PAC numbers, HTE numbers and calculations
 - vi. Final project cost estimate
- l. Deliverables: The deliverables required by this phase of work includes but is not limited to the Paragraph K above and as listed in attached **Exhibit B**.

6. **BIDDING OR NEGOTIATIONS PHASE**: CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

- a. CONSULTANT shall monitor, track and respond to all comments, revisions, changes and/or modifications required of the project plans, design and details required by the plans check process of the governing authority jurisdiction, in a timely manner.
- b. CONSULTANT shall edit bid profile information including but not limited to the following: bid forms, Instructions to Bidders, Special Instructions to Bidders, Special Conditions and bid schedules provided by COUNTY for review and approval by RPM and Clark County Purchasing and Contracts.
- c. Bid Sets of Drawings: After completion of the plans check process, CONSULTANT shall provide two (2) CD's (CD's shall be in an approved format designated by COUNTY). Prior to the production of the Bid Sets CD's, CONSULTANT shall correct, revise, update and/or modify the plans check drawing originals to reflect the Approved Building Plans (approved by the jurisdictional building department), upon which Building Permits will be issued; and any other plans check requirements and/or revisions thereto.
- d. Construction Sets of Drawings: After completion of the bid opening and award of bid, and prior to Construction Notice to Proceed, CONSULTANT shall correct, revise, update and/or modify, bid set drawings, as necessary, to reflect all bid addenda revisions and clarifications. CONSULTANT shall provide 15 (five sets delivered to RPM; 10 sets delivered to the Construction Contractor) sets of individually rolled Construction Sets of drawings that match the revised approved building plans.

- e. Prebid Conference: Attend the prebid conference and prepare any necessary addenda and/or modified documents identified during or after the prebid conference as directed by RPM.
- f. Questions/Concerns: Respond to design related/construction questions and make recommendations to RPM for the resolution of those issues. Provide additional details or information, if and when required, for proper execution of the Work. Become acquainted with standard or reference specifications referred to in Division 1. Questions / Concerns will be addressed through addendum.

7. **CONTRACT ADMINISTRATION PHASE:** CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

- a. **Basic Services for the Administration of the Construction Contract:** CONSULTANT shall provide the following Basic Services for the administration of the construction contract, commencing with the award of the construction contract and terminating at the earlier of, the issuance of the final certificate of payment or sixty (60) calendar days after the date of substantial completion of the Work of the Project. CONSULTANT shall perform in the following manner:
 - i. CONSULTANT shall be a representative of and shall advise and consult with RPM during construction, until completion of the contract.
 - ii. CONSULTANT shall visit the site at a minimum of once per week, coinciding with the scheduled weekly project meeting, or as appropriate to the stage of construction or as otherwise agreed by RPM and CONSULTANT in writing; however, the taking, production and distribution of the weekly construction project minutes shall be the responsibility of the CONSULTANT. The site visits are to familiarize CONSULTANT with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner that when completed will be in accordance with the Contract Documents. On the basis of the on-site observations, CONSULTANT shall keep RPM informed of the progress and quality of Work, and shall protect COUNTY against errors and omissions in the Work.
 - iii. CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's responsibility under the contract for construction. CONSULTANT shall not be responsible for the Construction Contractor's schedules or failure to carry out the Work in accordance with the Construction Documents. CONSULTANT shall not have control over or charge of acts or omissions of the Construction Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the Work.
 - iv. CONSULTANT shall have access to the Work at all times.
 - v. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, RPM and the Construction Contractor shall communicate through the CONSULTANT. Communications by and with CONSULTANT sub-consultants shall be through the CONSULTANT.
 - vi. Based on CONSULTANT observations and evaluations of the Construction Contractor's applications for payment, CONSULTANT shall review and certify the amounts due the Construction Contractor.
 - vii. CONSULTANT certification for payment shall constitute a representation to RPM, based on CONSULTANT observations at the site and on the date comprising the Construction Contractor's application for payment, that, to the best of CONSULTANT knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents.

The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of a certificate for payment shall further constitute a representation that the Construction Contractor is entitled to payment in the amount certified.

- viii. CONSULTANT shall have the authority to recommend rejection of Work that does not conform to the Contract Documents. Whenever CONSULTANT considers it necessary or advisable for implementation of the intent of the Contract Documents, CONSULTANT will have authority to recommend additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of CONSULTANT to the Construction Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- ix. CONSULTANT shall review and approve or take other appropriate action upon Construction Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. CONSULTANT action shall be taken with such reasonable promptness as to cause no delay in construction by the Construction Contractor or by separate subcontractors, while allowing sufficient time in CONSULTANT professional judgment to permit adequate review.
- x. CONSULTANT shall prepare change orders and construction change directives, with supporting documentation and data as deemed necessary by CONSULTANT for RPM's approval and execution in accordance with the Contract Documents, subject to the current unencumbered appropriations of the Project, and may authorize minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. CONSULTANT shall also review change order costs and make recommendations to COUNTY, sign change orders, and issue responses to Request(s) for Information (RFI).
- xi. CONSULTANT shall conduct inspections (with RPM in attendance) to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to RPM for RPM's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Contractor, and shall issue a final certificate for payment upon compliance with the requirements of the Contract Documents. CONSULTANT shall prepare the Certificate of Substantial Completion and attach a Punch List. CONSULTANT shall sign the Certificate of Occupancy and transmit to the General Contractor for its signature.
- xii. CONSULTANT shall interpret and decide matters concerning performance of the Construction Contractor under the requirements of the Contract Documents on request of RPM. CONSULTANT response to such requests shall be made with reasonable promptness and within time limits agreed upon.
- xiii. Interpretations and decisions of CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT, shall not show partiality toward any party.
- xiv. CONSULTANT shall render written decisions within a reasonable time, but not to exceed seven (7) calendar days on all claims, disputes or other matters in question, including those relating to the execution or progress of the Work as provided in the Contract Documents.

CONSULTANT decisions on claims, disputes or other matters, except those relating to aesthetic effect, shall be subject to arbitration as provided in the Contract Documents.

- xv. Work Product: The work product(s) required by this phase of work include but are not limited to the following:
- The final copy, version, revision and/or modification of required plats; plans; and drawings of the project and electronic files.
 - "Camera ready" versions of bid profiles and technical specifications and electronic files.
 - Copies of all construction submittals.
 - Copies of all contractor furnished warranties, operating manuals and service manuals.
 - Field inspection reports and "punch lists.
- xvi. Deliverables: The deliverables required by this phase of work includes but is not limited to the following:
- xvii. Specified number of bid sets of drawings.
- xviii. Specified number of construction sets of drawings
- xix. Shop Drawings/Submittals/Samples: CONSULTANT shall review and approve all required shop drawings, submittals and samples of materials to be furnished at the site for conformance to specifications and contract documents; notify RPM of CONSULTANT approval or rejection; report any submittals not consistent with contract documents with recommendations for RPM's final decision.
- xx. Coordination: CONSULTANT shall coordinate and cooperate with RPM, Construction Contractor, other professional service consultants and other Project Construction Contractors to merge, meld and blend the work of the Project with other Work to provide a seamless and continuous Project.
- xxi. Punch List: Upon substantial completion of the Project, or if RPM elects to occupy the Project or any portion thereof prior to the final completion of the Work by the Construction Contractor, upon 48 hours notice by RPM, both CONSULTANT and sub consultant(s) shall assist in conducting an on-site observation of the Project with representatives of RPM, the Construction Contractor and both CONSULTANT and sub consultant(s) shall assist in the preparation of a Punch List, report to RPM, listing all deficiencies and repairs. CONSULTANT shall attend a follow-up on-site observation, which shall be conducted to confirm that all deficiencies and repairs were corrected.
- xxii. Services: CONSULTANT shall complete other essential work elements that have been identified by RPM as being reasonably necessary for the completion of CONSULTANT services.
- xxiii. Project Representative: CONSULTANT shall provide a qualified Project Representative to perform the following functions:
- b. Liaison: Maintain liaison with RPM's designated Project Manager.
 - c. Construction Schedule: Assist in the review of the Construction Contractor's construction schedule, progress and any conditions that may delay the completion of the Project.
 - d. Explain Contract Documents: Assist in the interpretation and understanding of the intent of the Contract Documents. Assure same day response from its sub-consultants during construction to minimize delays in the interpretation of construction documents. Respond to Requests for Information (RFIs).
 - e. Limitations of Authority: Unless specific exceptions are established by written instructions issued by RPM, the Project Representative will not:

- i. Authorize major deviations from the Contract Documents.
 - ii. Personally conduct any tests.
 - iii. Enter into the area of responsibility of the Construction Contractor's superintendent.
 - iv. Expedite the Work for the Construction Contractor.
 - v. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
 - vi. Authorize or suggest that RPM occupy the Project, in whole or in part, prior to Substantial Completion.
- f. Work Product and Deliverables
- i. The terms "Work Product" and "Deliverables" for the purpose of this Contract have been defined as shown in the attached Definitions, Section VIII.
 - ii. The Contract stipulates the Work Product items and the Deliverable items that shall be delivered to RPM at the completion of each phase of the work.
 - iii. When required for delivery, three copies of the conformed version of all plats, plans and drawings of the Project produced under the Contract shall be provided as reproducible, scaled, acetate, Mylar(s) on a 24" x 36" sheet(s) with suitable border, title block, scale indicator and north arrow. Three copies of the conformed "Wet Stamped Blueprints" shall also be provided.
 - iv. When required for delivery, three copies of the same information shall also be provided in ACAD 2006 format, plot only, on computer disk.
 - v. When required for delivery, three sets of hard copy and two electronic file copies in Microsoft Word format on computer disk of all approved technical specifications and any other bid documents for which CONSULTANT is responsible shall be provided. Hard copies shall be provided as proofed, camera-ready originals on 8-1/2" x 11" sheets. COUNTY will provide a hard copy of the Boilerplate terms, conditions and bid instructions to the CONSULTANT. COUNTY will provide all copies of bound, written bid documents required for bidding.
 - COUNTY will provide four bound copies of the final project manual to the CONSULTANT.
 - vi. When required for delivery, the various categories of blueprint drawings shall be individually rolled and banded sets of drawings. If additional sets of the drawings are required, RPM will reproduce or request CONSULTANT to furnish as a reimbursable expense.
 - vii. When required for delivery, two bound copies of each report and study (Traffic, Drainage, Soils, etc.) prepared for the project along with copies of approved shop drawings and submittals shall be provided to RPM, prior to the final completion of the Project.
 - viii. Fifty bound, individually rolled sets of blueprints construction drawings shall be provided for bidding of the Project. If additional sets of the drawings are required, RPM will reproduce or request CONSULTANT to furnish as a reimbursable expense.
7. **POST CONTRACT SERVICES**
- a. CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II.
8. **SUPPLEMENTAL SERVICES**
- a. CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II.

SECTION IV: CHANGES TO SCOPE OF WORK/ADDITIONAL SERVICES

A. **Changes to the Scope of Work**

COUNTY 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 CONSULTANT 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. **Additional Services**

Hourly Rate Schedule attached hereto as **Exhibit C**. The services described under this Section shall only be provided by CONSULTANT if requested in writing by COUNTY. Additional Services are subject to budgetary appropriations and shall not be compensated unless pre-approved and confirmed in writing by COUNTY.

C. **CONSULTANT Agreement to Changes**

As authorized in writing by COUNTY and at an additional cost, subject to unencumbered budgetary appropriations, CONSULTANT agrees to revise the Contract Documents when such revisions are (i) inconsistent original approvals or instructions previously given by COUNTY, including revisions made necessary by adjustments in COUNTY'S budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, and other situations including, but not limited to:

1. Significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule.
2. Replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
3. Services made necessary by the default of the Construction Contractor, by major defects or deficiencies in the construction of the Project, by the Construction Contractor, or by the failure of the performance of the Construction Contractor under the Construction Contract.
4. Prepare to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for COUNTY Commission Meeting(s) or similar meetings when requested by COUNTY).
5. Prepare documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. **Project Fee**

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**) for the not to exceed fee amount of \$7,909,947.00. 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 responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fixed fee. The construction project designed by CONSULTANT cannot exceed the budgeted amount of \$56,806,495.

B. **Progress Payments**

CONSULTANT will be entitled to progress payments in accordance with the completion of tasks indicated in the Milestones exhibit (**Exhibit D**).

C. **Payment of Invoices**

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY'S representative.

2. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (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 COUNTY and the CONSULTANT, payment will be made in accordance with paragraph C.1 above. CONSULTANT may invoice for approved and completed work on a monthly basis.

If the payment period exceeds thirty (30) calendar days, CONSULTANT will contact COUNTY Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the CONSULTANT, CONSULTANT may submit a seven-calendar day written notice to COUNTY. If payment is not received within the seven (7) calendar day period, CONSULTANT may submit a request for approval of the following remedies: (1) Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. (2) CONSULTANT may petition COUNTY for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by COUNTY Staff, may be exercised by the CONSULTANT.

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 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. **Right to Off-Set**

COUNTY'S Project Manager may subtract or offset the unpaid invoice from CONSULTANT any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of CONSULTANT in the performance of the services under this Contract including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the CONSULTANT. COUNTY'S Project Manager shall provide a written statement to CONSULTANT of the damages, costs and expenses, which have been subtracted from any payment to CONSULTANT along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the CONSULTANT.

E. **Invoice Submission**

Invoices shall be submitted to COUNTY Representative as specified in attached **Exhibit A**, or their designee.

F. **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 the CONSULTANT.

G. **More Extensive On-Site Representation:**

If more extensive on-site representation, beyond the services required for Basic Services, is required or requested for COUNTY'S protection, CONSULTANT agrees to provide additional project representation to assist in carrying out such extensive on-site responsibilities. CONSULTANT provided on-site project representatives shall be selected, employed and directed by the CONSULTANT. The duties, responsibilities and limitation of authority of CONSULTANT provided project representatives shall be the same as the CONSULTANT.

In the event of such extensive on-site representation, CONSULTANT shall endeavor to further protect COUNTY against defects and deficiencies in the construction of the Project through the observations of CONSULTANT project representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of CONSULTANT as described elsewhere in this Contract.

H. **Reimbursable Expenses**

CONSULTANT has included all expenses in the fixed fee compensation for Basic Services. Reimbursable Expenses do not include, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings and Specifications, expense of renderings, models and mock-ups requested by COUNTY beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless pre-approved and confirmed in writing by COUNTY.

I. **Final Payment**

Upon completion by CONSULTANT of the services required under this Contract, and acceptance of such services by COUNTY (which acceptance will not be unreasonably withheld), CONSULTANT will, within thirty (30) calendar days of COUNTY'S acceptance, be paid the balance of any money due for such services.

SECTION VI: SUBCONTRACTS

A. **Approval to Subcontract**

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

B. **CONSULTANT Responsibility**

Approval by COUNTY of CONSULTANT 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 subcontractor.

C. **Compensation**

The compensation due under Section V shall not be affected by COUNTY'S approval of CONSULTANT request to subcontract.

D. **CONSULTANT Coordination**

CONSULTANT shall be responsible for all coordination with its sub consultant(s). Each submittal to COUNTY shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between CONSULTANT and sub consultant documents. Vague references to project requirements on other discipline's plans will not be permitted.

Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be CONSULTANT responsibility to advise each sub consultant of this requirement.

E. **Meeting Attendance**

Throughout the design phases of the project, CONSULTANT shall participate in regularly scheduled weekly design meetings with COUNTY, and coordinate attendance of sub consultant(s) and other parties as appropriate to the progress of the work and to avoid delay. Unless COUNTY elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to COUNTY, within five (5) calendar days following each meeting.

SECTION VII: MISCELLANEOUS PROVISIONS

A. **Time Schedule**

1. CONSULTANT shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. CONSULTANT shall not, except for reasonable cause, exceed time limits established by the **Exhibit F** schedule approved by COUNTY. If CONSULTANT performance of services is delayed or if CONSULTANT sequence of tasks is changed for any reason, CONSULTANT shall notify COUNTY 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 acceptance.
2. If CONSULTANT performance of services is delayed or if CONSULTANT 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.
3. In case of failure on the part of CONSULTANT to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will ensure completion within the time(s) specified in the contract or any extensions thereof, CONSULTANT shall pay to COUNTY, as liquidated damages, the sum of \$100.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

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

B. 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 fourteen (14) calendar 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) calendar 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.

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 ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with COUNTY prior to termination.
3. If termination for 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:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. 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 default.
4. 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.
5. 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 I.
6. Upon termination, COUNTY may take over the work and prosecute 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.
7. 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.
8. 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.

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

D. **Covenant Against Contingent Fees**

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

E. **Gratuities**

1. COUNTY may, by written notice to the 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 the CONSULTANT; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than 3 nor more than 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.

F. **Insurance**

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

G. **Indemnity**

CONSULTANT does hereby agree to 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.

H. **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 H**). The information provided in **Exhibit H** by CONSULTANT is for COUNTY'S information only.

I. **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 the CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

J. **Covenant**

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

K. **Assignment**

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

L. **Governing Law**

Nevada law shall govern the interpretation of this Contract.

M. **Confidential Treatment of Information**

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

N. **Advance Disclosures**

Pursuant to NRS 332.820.2, advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

O. **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 COUNTY: Clark County Government Center Attn:
Purchasing Manager
500 South Grand Central Parkway Las
Vegas, Nevada 89155

TO CONSULTANT: Tate Snyder Kimsey Architects, Ltd.
dba TSK Architects
Attn: Jason Andocia, AIA Vice President
614 South Water Street
Henderson, Nevada 89015

P. **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.

SECTION VIII: DEFINITIONS

1. **Drawings and Specifications:** As used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by CONSULTANT and its specialty sub consultants.
2. **ADA:** Americans with Disabilities Act.
3. **CCFD:** Clark County Fire Department.
4. **Construction Contractor:** Firm or Individual that is awarded the Contract for Construction pursuant to the work described in the Contract Documents.
5. **Construction Cost Estimate:** As used herein is a forecast or estimate of the Construction Cost prepared on the basis of detailed analysis of materials and labor for all items of work as prepared by a certified professional estimator.

The Construction Cost will be the total cost or estimated cost to COUNTY of all elements of the Project designed by the CONSULTANT. The Construction Cost will include the cost at current market rates of labor and materials furnished by COUNTY and equipment designed, specified, selected or specially provided for by the CONSULTANT, plus a reasonable allowance for the Contractor's overhead and profit, but will exclude change order or other cost increases encountered after award of the construction contract.

The Construction Cost does not include the compensation of CONSULTANT and sub consultant(s), the costs of the land, rights-of-way, financing, permits, or other costs that are the responsibility of COUNTY.

The Construction Cost for the Project is established as the estimated Construction Cost stated in attached **Exhibit A**, or as otherwise agreed upon in writing and signed by the parties hereto.

May be used interchangeably with the term, Opinion of Probable Cost.

6. **Contract Documents:** The Drawings and Project Manual including General Conditions and Technical Specifications for the Work which is the legal basis for the Contract for Constructions and the detailed description of the Project requirements.
7. **CCP&R:** Clark County Parks and Recreation.
8. **Construction Administration (CA):** The Phase of the Project in which CONSULTANT performs limited Project Representation and Oversight as Basic Services to COUNTY. This Phase begins with the award of the Contract for Construction and the Notice to Proceed to the General Construction Contractor or Prime Construction Contractor.
9. **Construction Project Manager (CPM):** Entity or Individual contracted by COUNTY to perform Construction Management services during the Construction Phase of the Project.

10. **Deliverables:** Instruments of Service, versions, revisions and/or modifications of contracted reports; studies; surveys; topographic surveys; maps; parcel maps; legal descriptions; services; meeting minutes; presentation plans and/or drawings; individually rolled and banded bid sets of drawings; individually rolled, bound and banded Construction Documents.
11. **Drawings:** The drawings are the graphic and pictorial portions of the Instruments of Service and of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
12. **Opinion of Probable Cost (OPC):** A written estimate (calculation) of various levels of detail that itemizes and summarizes anticipated prices and expenses associated with the construction of the work described by the Contract Documents. May be used interchangeably with the term, Construction Cost Estimate.
13. **Final Completion:** Final Completion is the stage in the progress of the Work of the Project, when all Work items and/or Facility elements included in the project is/are totally, complete, such that COUNTY can occupy or utilize the Work for its intended use, including all "Punch List" and corrective work required of the Construction Contractor and receipt of all required documents, certificates of occupancy, warranties, operating manuals, deliverables, "as built" drawings, materials, supplies delivered to COUNTY by the Construction Contractor. The date of approval of Final Completion will establish the official Final Approval Date of the Project; and initiate the authorization for **Final Payment** to the Construction Contractor. The definition applies both to professional services and construction work projects.
14. **Final Payment:** Final Payment, constituting the entire unpaid balance of the Contract sum, shall be made to CONSULTANT / Construction Contractor by COUNTY, when the Contract has been fully performed and all terms, conditions and deliverables have been performed by CONSULTANT / Construction Contractor and received by COUNTY. In construction projects, in addition to the items listed above, the final payment authorization will require a final Project Certificate for Payment, issued and approved by the CONSULTANT, Construction Manager, Landscape CONSULTANT and/or Engineer. Final payment shall be made by COUNTY not more than thirty (30) calendar days after receipt of the final Payment Certificate. The definition applies both to professional services and construction work projects.
15. **Instruments of Service:** Designs, drawings, specifications, design calculations, notes, sketches, presentation boards, renderings, computer-based graphics, video, reports, schedules or other item(s) produced by CONSULTANT or its sub consultant(s) as a part of this Project.
16. **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.
17. **Prime CONSULTANT:** CONSULTANT that is signatory to this Contract.
18. **Completion Date:** The date established by Contract which the Work of the Project / Construction is scheduled for completion and ready for utilization / occupancy by COUNTY. The definition applies both to professional services and construction work projects.
19. **Project Schedule (Schedule):** Document prepared by CONSULTANT and approved by RPM that establishes and defines major work elements, benchmarks and deadlines required to meet the mandated completion date(s) for the design, bidding and construction of the Project.
20. **Project Facilities Program:** A written description that includes but is not limited to a summary of spatial, quantitative, qualitative and economic factors which define the scope of the facilities to be designed and constructed.
21. **Project Manual:** The project manual is the volume usually assembled for the Work, which may include the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions Bid Forms, Bond and Insurance Forms, and Technical Specifications.

22. **Project Scope:** The professional services required by the Contract.
23. **Punch List:** Report prepared by CONSULTANT, including all disciplines, with the assistance of RPM, listing all deficiencies and repairs of the Project to be made and/or corrected by the Construction Contractor prior to the final completion, acceptance of the construction of the Project and final payment.
24. **COUNTY'S Designated Representative:** A member of COUNTY'S staff or Contract Employee of COUNTY who has been given specific limited authority to represent COUNTY during the course of the Project (COUNTY).
25. **RPM:** Clark County Real Property Management Department (COUNTY'S representative).
26. **Specifications:** The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
27. **Sub consultant:** Professional or business entity contracted by and under the direct supervision and control of the Prime CONSULTANT for the purposes of providing professional services to the Prime CONSULTANT.
28. **Subcontractor:** A lower-tier contractor who is directly employed by the General Construction Contractor.
29. **Substantial Completion:** Substantial Completion is the stage in the progress of the Work of the Project, when all Work items and/or Facility elements included in the project, or designated portion thereof, is/are sufficiently complete in accordance with the Contract Documents and such that COUNTY can occupy or utilize the Work for its intended use, and that any remaining activity of the Construction Contractor shall not interfere with such use. The date of approval of Substantial Completion will establish the official Substantial Completion Date, and initiate the preparation of the Project Punch List, for final and corrective work to be accomplished by the Construction Contractor. The definition applies both to professional services and construction work projects.
30. **Work of the Project:** The professional services produced by CONSULTANT performing the specific tasks of the Agreement required for the design, bidding and construction of this Project.
31. **Product:** The final copy, version, revision and/or modification of required plats; plans; drawings and construction details of the project and the "camera ready" versions of bid profiles and technical specifications prepared under the terms of this Agreement.

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

COUNTY:

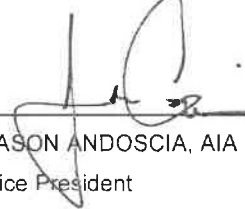
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

CONSULTANT:

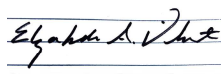
TATE SNYDER KIMSEY ARCHITECTS, LTD. DBA TSK ARCHITECTS

By:  _____
JASON ANDOSCIA, AIA
Vice President

June 21, 2022
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By:  _____
ELIZABETH A. VIBERT
Deputy District Attorney

Jun 29, 2022
DATE

EXHIBIT A
CBE NO. 606268-22
SCOPE OF WORK
RP.D0922008 Regional Justice Center – LRP Space Planning Improvements (Steps 1-21)

DESCRIPTION OF PROJECT: The project consists of four (4) separate work tasks for the completion of a 21-Step Project Plan to facilitate the relocation of Court functions, completion of various tenant improvements and the construction of sixteen (16) new courtrooms and four (4) courtroom modifications at the Regional Justice Center. The work tasks are broken out in two work center tasks as follows: Task 1 – Predesign Program Study, Task 2 – Development of 25% Schematic Design Documents, Task 3 – Participation in the CMAR RFP Process and Task 4 – Development of 100% Construction Documents and Construction Administration services for eleven to fifteen (11-15) identified steps. It is anticipated that the defined scopes of work are subject to change and refinement once Task 1 is complete, and a more in-depth understanding of project requirements has been obtained.

Task 1 - Predesign Program Study. The work consists of completing a comprehensive feasibility review of the owner's proposed 21-Step Project Plan and preparing a final program study with Preliminary Programming and Space Analysis Report(s), 2-Developed Programming and Space Analysis Report(s), and 3-Final Programming, Space Analysis and Conceptual Schematic Design Report(s) with Presentations.

Task 2 – Development of 25% Schematic Design Documents. The work consists of completing a 25% level schematic design package for use in the Construction Manager at Risk Request for Proposal (RFP) process, and to define the intent and scope of work for the overall project. Schematic designs will be prepared for the following steps and further developed into Construction Documents in subsequent tasks in conjunction with the selected CMAR:

1. RJC 5th Floor Courtroom & Judicial Chamber Modifications; TBD if determined that center bench requires relocation to courtroom corner (Step 1B)
2. RJC 4th Floor Tenant Improvement for District Court Relocation (Step 5)
3. Clark Avenue Pedestrian Crossing Improvements – Option2B and Option3 in Feasibility Study (Step 7)
4. RJC 1st Floor Judicial Chambers Buildout (Step 12)
5. RJC 1st Floor Office Tenant Improvement for Justice Court Relocation (Step 13)
6. RJC 3rd Floor Jury Services Expansion (Step 14)
7. RJC 4th Floor District Court Office Tenant Improvement (Step 15)
8. RJC 10th Floor District Court New Criminal Courtroom (Step 16)
9. RJC 5th Floor District Court New Hearing Master Courtroom (Step 17)

10. District Attorney Office Relocation to Clark Place Building (Step 18)
11. RJC 9th Floor District Court (4) New Criminal Courtrooms (Step 19)
12. RJC 17th Floor District Court (2) New Criminal Courtrooms (Step 20)
13. RJC 2nd Floor Justice Court (8) New Criminal / Civil Courtrooms & Elevator Additions (Step 21)
 - a. Level 2 East Tower Tenant Improvements (Step 21A)
 - b. Level 2 Courtrooms & West Tower Tenant Improvements (Step 21B)
14. New Elevator Additions to the building – TBD if elevators are to be included in final design (Step 21C)

Task 3 – Participation in the CMAR RFP Process. During the qualification and bidding process, assist the County with responses to Request for Clarifications related to design and engineering intent and schematic design documents; issuance of Bid Addenda; and attendance at Pre-Bid walks and conferences as requested by the County.

Task 4 - Development of 100% Construction Documents and Construction Administration (CMAR). The work consists of providing individual 100% construction document packages for each separate step as defined in this document, and construction administration services for the purpose of a Construction Manager at Risk (CMAR) project delivery method.

PROJECT LOCATION: 200 Lewis Avenue, Las Vegas, NV 89101 (APN 139-34-210-082; County owned)

BACKGROUND: In May of 2021 the City of Las Vegas Municipal Courts relocated all functions and staff from the Regional Justice Center and relinquished vacated spaces back to the County. Clark County has developed a 21-Step Project Plan to reallocate and improve existing and newly acquired space at the RJC and other County buildings to expand and improve judicial operations. The 21-Step Project Plan was approved by the Board of County Commissioners on the July 20, 2021 agenda. In October 2021, the decision was made by Real Property Management, Design & Construction to proceed with a CMAR project delivery method.

OWNER'S REPRESENTATIVE AND INVOICE SUBMITTAL: Kenneth Ballard, Design & Construction Administrator
Clark County Department of Real Property Management (RPM)
500 South Grand Central Parkway, 4th Floor
P.O. Box 551825
Las Vegas, Nevada 89155-1825
Telephone Number: (702) 455-4567

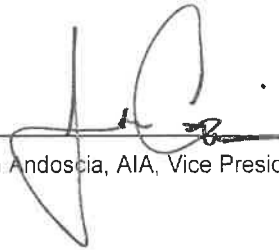
DESIGN CONSULTANT'S

REPRESENTATIVE:

Jason Andoscia, AIA, Vice President
Tate Snyder Kimsey Architects, Ltd. dba TSK Architects
314 South Water Street Henderson, NV 89015
Telephone Number: (702) 456-3000 Email Address:
jandoscia@tska.com

DESIGN CONSULTANT'S

REPRESENTATIVE SIGNATURE:



(Jason Andoscia, AIA, Vice President)

DATE: June 21, 2022

PROJECT CONSTRUCTION BUDGET:

PROJECT shall be designed so that construction shall not exceed:

- RJC 5th Floor Courtroom & Judicial Chamber Modifications (Step 1B): \$1,671,045
- RJC 4th Floor Tenant Improvement for District Court Relocation (Step 5): \$1,766,329
- Clark Avenue Pedestrian Crossing Improvements – Option 2B and Option 3 (Step 7): \$141,779
- RJC 1st Floor Judicial Chambers Buildout (Step 12): \$643,967
- RJC 1st Floor Office Tenant Improvement for Justice Court Relocation (Step 13):
\$1,371,323
- RJC 3rd Floor Jury Services Expansion (Step 14): \$708,428
- RJC 4th Floor District Court Office Tenant Improvement (Step 15): \$3,217,160
- RJC 10th Floor District Court New Criminal Courtroom (Step 16): \$1,611,377
- RJC 5th Floor District Court New Hearing Master Courtroom (Step 17): \$1,566,978
- District Attorney Office Relocation to Clark Place Building (Step 18): \$6,802,331
- RJC 9th Floor District Court (4) New Criminal Courtrooms (Step 19): \$9,653,703
- RJC 17th Floor District Court (2) New Criminal Courtrooms (Step 20): \$4,359,569
- RJC 2nd Floor Justice Court (8) New Criminal / Civil Courtrooms (Step 21):
 - Level 2 East Tower Tenant Improvements (Step 21A): \$4,965,440
 - Level 2 Courtrooms & West Tower Tenant Improvements (Step 21B): \$16,384,033
- New Elevator Additions to the building – Final Option TBD (Step 21C): \$1,943,033
 - Construction Cost Total: \$56,806,495

PROJECT COMPLETION:

TASK 1 - PROGRAM STUDY: The Work for the task shall be completed in final, approved form, presented to RPM no later than One Hundred and Twenty (120) calendar days after the Notice to

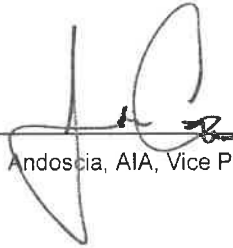
DESIGN CONSULTANT'S

REPRESENTATIVE:

Jason Andoscia, AIA, Vice President
Tate Snyder Kimsey Architects, Ltd. dba TSK Architects
314 South Water Street Henderson, NV 89015
Telephone Number: (702) 456-3000
Email Address: jandoscia@tska.com

DESIGN CONSULTANT'S

REPRESENTATIVE SIGNATURE:



(Jason Andoscia, AIA, Vice President)

DATE: June 21, 2022

PROJECT CONSTRUCTION BUDGET:

PROJECT shall be designed so that construction shall not exceed:

- RJC 5th Floor Courtroom & Judicial Chamber Modifications (Step 1B): \$1,671,045
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- Clark Avenue Pedestrian Crossing Improvements – Option 2B and Option 3 (Step 7): \$141,779
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 - Level 2 Courtrooms & West Tower Tenant Improvements (Step 21B): \$16,384,033
- New Elevator Additions to the building – Final Option TBD (Step 21C): \$1,943,033
 - Construction Cost Total: \$56,806,495

PROJECT COMPLETION:

TASK 1 - PROGRAM STUDY: The Work for the task shall be completed in final, approved form, presented to RPM no later than One Hundred and Twenty (120) calendar days after the Notice to

Proceed is issued. The Consultant Agreement shall be considered to be in full force and effect based upon Consultant's completion of the services enumerated in the Exhibits and beginning from the date the Consultant receives the "Program Study Notice to Proceed".

TASK 2 – 25% SCHEMATIC DESIGN: The Work for the task shall be completed in final, approved form, presented to RPM no later than One Hundred and Eighty (180) calendar days after the Notice to Proceed is issued. The Consultant Agreement shall be considered to be in full force and effect based upon Consultant's completion of the services enumerated in the Exhibits and beginning from the date the Consultant receives "Schematic Design Notice to Proceed".

TASK 3 – CMAR RFP PROCESS: The anticipated timeline for this task is approximately One Hundred and Eighty (180) calendar days and may run concurrently with the Schematic Design phase.

TASK 4 – 100% CONSTRUCTION DOCUMENTS & CONSTRUCTION ADMINISTRATION: The Work for the Project shall be completed in final, approved form, presented to RPM and filed into the authority having jurisdiction (within which the project resides) plans check process, no later than Two Hundred and Seventy (480) calendar days after the Notice to Proceed is issued. The Consultant Agreement shall be considered to be in full force and effect based upon Consultant's completion of the services enumerated in the Exhibits and beginning from the date the Consultant receives "Construction Document Notice to Proceed".

Total design and RFP duration is anticipated to be Six Hundred and Sixty (660) calendar days.

Completion of services shall be completed within the time frame described in the above paragraph and before **June 30, 2029**, unless such date is amended by the Owner.

SERVICES:

Provide professional services for project administration, design, CMAR RFP selection process and bid assistance, permit assistance, and construction contract administration including services during the Administrative Notice to Proceed and project closeout; as further described in Clark County's RPM AE Agreement and Exhibits A, B, C, D, E, and F.

Provide professional services for Project Administration and Management Services for the project as further described in Exhibits A, B, C, D, E, and F.

Provide professional services for Pre-Design and Site Development as further described in Exhibits A, B, C, D, E, and F to develop the scope and determine the code, and all other regulatory requirements for the project.

Based upon the Pre-Design and Site Development phases provide professional services for the design and contract documents such that the project can be permitted and bid as further described in Exhibits A, B, C, D, E, and F.

Provide professional services for coordination of code, and all other regulatory requirements including reviewing application submittals, and aiding the Design/Build team in obtaining approvals; as further described in Exhibits A, B, C, D, E, and F. Coordination shall include, but

not be limited to, meeting with the authorities having jurisdiction and/or agencies to review preliminary design, design, comments, and/or submittals.

Provide professional services for permit assistance, bid assistance, construction contract administration, and project closeout; as further described in Exhibits A, B, C, D, E, and F.

CONSULTANT shall provide professional services including consultants and engineers, required to; 1) provide a comprehensive programming and space planning study and report with associated exhibits, 2) provide the necessary design documentation for the County to obtain competitive CMAR proposals to the level of **25% Schematic Design as defined in this document, and 100% Construction Documents for the projects as defined in this document**, 3) Assist with preparing "Request for Proposal" (RFP) documentation and evaluation of the CMAR Bidder's proposals, 4) work with the County and selected CMAR to develop and finalize the CMAR's Guaranteed Maximum Price (GMP) or multiple Guaranteed Maximum Prices (GMP's), 5) provide enhanced time, extended project representation / contract administration services as the Owner's representative during construction, 6) Coordination and preparation of the Close-out documents.

Services include Architectural and all related engineering services as follows:

- **Program & Space Planning Study.**
 - Complete a comprehensive review of the Owner's 21-Step Project Plan and prepare a final programming study in written report form. Activities may include but are not limited to verifying assumptions for space planning, schedule, and cost purposes as laid out in the 21-Step Project Plan. Assisting the Owner in decision making for scope of work development and feasibility, phasing, and sequencing of work. Defining objectives and establishing requirements and design criteria for the overall project through various means, including but not limited to, end-user interviews, site surveys and square footage quantification, verification of staffing counts and work locations by department and area, preparation of concept designs, descriptive narratives, cost loaded schedules, cost estimates and review of applicable codes. Research and provide inputs and possible solutions on alternate building methods for "modular" courtroom designs. Further refining and finalizing a comprehensive plan for use in the development of the CMAR RFP Documents and CMAR Contract Documents.
 - Initially conduct up to (5) weekly meetings with RPM and end user groups to identify wants and needs and refine project scopes.
 - Conduct at least (1) weekly progress meeting after initial interview phase is complete.

- **25% Schematic Design.**
 - A concept package will be developed in conjunction with the operational requirements of the Regional Justice Center, which will include the review of preliminary logistical challenges and requirements of any temporary facilities. Preliminary selections of major building systems and construction materials will be made and identified.
 - The Schematic Design package will be submitted to Clark County Real Property Management and end-user departments for review and approval.
 - **Schematic Design package will be developed to 25% design completion level and consist of:**
 - Diagrammatic plans to establish zones of work, areas of impact and scope
 - Black and white conceptual floor plans, prepared in AutoCad or Revit, of all levels
 - Diagrammatic layout of preliminary mechanical, electrical and plumbing.
 - Preliminary structural plans and calculations to establish basis of design as required
 - Technical specifications to 25% SD level.

- **RFP Bid Process**
 - **Bidding**
 - Front End specifications and procurement documents will be developed and provided with Owner coordination and direction to be issued with the schematic design documents for the County to solicit CMAR proposals.
 - During the qualifications and bidding process, assistance is provided with responses to Requests for Clarifications related to design and engineering intent and schematic design documents; issuance of Bid Addenda; and attendance at Pre-Bid walks and conferences as requested by the County.

- **100% Construction Documents**
 - Upon the award of the Contract to the CMAR, development of the 100% construction and permit documents in collaboration with the County and CMAR team in order to finalize a Guaranteed Maximum Price, and submittal of plans into the Building Department for plans review and permit approval.

- **Contract/Construction Administration**
 - Contract/construction administrative services during construction would include attendance at **weekly progress meetings by the Consultant and Sub-Consultants will attend as needed**, overview of submittals and RFI's to ensure compliance with the design intent and periodic progress site observation visits to document CMAR team's progress.

- **Extended Project Representation / Contract Administration (Time & Materials as approved by Owner)**

- Conduct (1) weekly site visit including sub-consultants as needed, starting from the Contractor's mobilization to Substantial Completion, to observe and monitor the Contractor's progress and work.
- **Cost Estimating**
 - The third-party professional cost estimator will be in attendance throughout the design process at the project design meetings as follows:
 - Schematic Design – six meetings
 - An estimate of probable cost will be provided throughout the design process as follows (5 total):
 - Schematic Design (1 at 25% design document submittal)
 - Design Development (1 at 60% design document submittals)
 - Construction Documents (1 at 95% CD's and 1 at 100% CD)
 - 1 additional estimate as needed to be utilized to review and verify the CMAR's final GMP cost.
- **Design Meetings**
 - Conduct four (4) project progress and design meetings per month throughout the course of Schematic Design preparation. Design and coordination meetings are expected to last on average two hours. Additional meetings will be provided as needed on a Time and Material Basis.
 - Engineers and other consultants will attend design and coordination meetings as required to determine and establish the scope of their specific disciplines.
 - In addition, attend and conduct two (2) project progress meetings per month through RFP, Bidding and Procurement for up to 24 weeks. These meetings are expected to last two hours on average. Additional meetings will be provided as needed on a Time and Material Basis.

CMAR RFP Selection Process, Construction Documents and the Construction Contract Administration is anticipated to take approximately **80 months** as follows:

- 6-months for preparation of Schematic Design
- 6-months of CMAR RFP selection process and award (concurrent with SD's)
- 1-month for initial CMAR Administrative Period & Backgrounding (Concurrent with CD's)
- 16-months of Construction Document preparation & GMP Finalization
- 3-months of plans check and permitting & GMP approval (concurrent)
- 2-months of contractor's Administrative Notice to Proceed: During this time contractors will be obtaining their background checks with the County and RJC and submitting submittals and other construction administrative documents for review by the design consultant and Owner.
- 48 months of construction. See General Timeline of Construction Project below
- 5-months of project closeout (refer to Exhibit A, Item .48).

MONTHS	PHASE
6	Schematic Design
6	RFP & Award (Concurrent with SD's)
1	Initial Backgrounding (Concurrent with CD's)
16	Construction Documents
3	Plans Check and Permitting
2	Construction Administrative NTP
48	Construction
5	Close-out
80	TOTAL

- **Design & Procurement**

- Tour the site with the Owner to note existing conditions.
- Conduct weekly progress meetings with end-user and sub-consultants.
- Prepare 25%, 60% and 100% design deliverables.
- Develop a 25% level schematic drawings and specifications package during CMAR selection process.
- Submit Permit Sets of drawings and specifications per Step/Phase.
- Provide Construction Administration services

- **Common Work**

- Attend conference calls as needed.
- Review submittal documents as required during the multiple phases of construction and extended work duration due to working in an occupied facility of this nature.
- Observe and report on the Contractor's work-in-progress as related to our design scope and responsibilities.
- Observe and report on the completed work and final documentation. Submit Punch List Report detailing results.

- **Scheduling & Estimating Services**

- Provide design scheduling & estimating services for work scope and work with Owner's scheduler to develop construction time frames and phasing plans.

- **Architectural Services**

- Coordination between consultants.
- Provide CAD backgrounds for consultants.
- Work with end-users, CMAR and RPM to develop a phasing plan as needed for the various construction scopes.
- Provide construction documents, including full specifications for City Permit Submission.
- Bidding/Negotiation assistance.
- Construction Administration Services.

CONSTRUCTION SCOPE:

The scope of the tenant improvement work is based on the 21-Step Project Plan approved by the Board of County Commissioners on July 20, 2021. The project is identified as various staff relocations, tenant improvements and new courtroom construction to be completed in phases and represents approximately +/- 100,000 square feet of improved area with sixteen (16) new courtrooms and four (4) courtroom modifications. The Construction Manager at Risk (CMAR) delivery method will be utilized and the scopes of work for each are described below.

CMAR Delivery Scope

1. **RJC 5th Floor Courtroom & Judicial Chamber Modifications (Step 1B):** Add new jury boxes to the RJC, 5th floor courtrooms 5A, 5B, 5C and 5D. Modify (4) existing courtroom judicial chambers to add connecting doors between chambers and administrative staff suites.
2. **RJC 4th Floor Tenant Improvement for District Court Relocation (Step 5):** Relocate the District Court Badging Office and District Court Clerk to the RJC 4th floor southeast area with associated tenant improvements.
3. **Clark Avenue Pedestrian Crossing Improvements (Step 7):** Improve pedestrian crosswalk signalization at Clark Avenue. Reduce curb radius at the Southeast corner of Clark and Casino Center.
4. **RJC 1st Floor Judicial Chambers Buildout (Step 12):** Selective demolition of existing judicial chambers and administrative offices and construction of (2) new judicial chambers complete with restrooms for courtrooms 1C & 1D.
5. **RJC 1st Floor Office Tenant Improvement for Justice Court Relocation (Step 13):** Relocate Justice Court NJC/Court Education to the RJC 1st floor with associated tenant improvements.
6. **RJC 3rd Floor Jury Services Expansion (Step 14):** Selective demolition of ~2,300 sq. ft. of existing office area, and construction of a new Jury Services waiting room that accommodates up to 175 people.
7. **RJC 4th Floor District Court Office Tenant Improvement (Step 15):** Selective demolition of ~13,000 sq. ft. of existing conference rooms, training rooms, public counters, corridors, and office areas and construction of new District Court administrative staff offices.
8. **RJC 10th Floor District Court New Criminal Courtroom (Step 16):** Selective demolition of ~3,500 sq. ft. of existing office space, conference rooms and storage and construction of a new public lobby area and criminal courtroom.
9. **RJC 5th Floor District Court New Hearing Master Courtroom (Step 17):** Selective demolition of ~2,300 sq. ft. of existing office area and construction of a new ~800 sq. ft. Hearing Master courtroom, ~300 sq. ft. conference room, and new associated office areas.

- 10. District Attorney Office Relocation to Clark Place Building (Step 18):** Relocation of all District Attorney staff and functions from the RJC, 9th Floor to the Clark Place Building with associated tenant improvements.
- 11. RJC 9th Floor District Court (4) New Criminal Courtrooms (Step 19):** Demolition of ~22,500 sq. ft. of existing office and storage areas and construction of (4) new criminal courtrooms with associated back of house judicial chambers, restrooms, breakroom, administrative staff areas, conference rooms and jury deliberation rooms.
- 12. RJC 17th Floor District Court (2) New Criminal Courtrooms (Step 20):** Demolition of ~9,700 sq. ft. of existing office space and construction of (2) new criminal courtrooms, public lobby, back of house judicial chambers, restrooms and administrative support offices/areas.
- 13. RJC 2nd Floor Justice Court (8) New Criminal / Civil Courtrooms & Elevator Additions (Step 21A-C):** Relocation of all Justice Court staff and functions from the RJC, 2nd Floor West Tower to the RJC, 2nd Floor East tower with associated tenant improvements (Step 21A). Demolition of ~39,500 sq. ft. of existing office space, public counters, storage and restroom bank (relocation of entire restroom bank), and construction of (8) new courtrooms, public lobby, back of house judicial chambers, new restroom bank and administrative support offices/areas (Step 21B). Add two additional elevators to the facility; if included in final scope/ option TBD (Step 21C).

SCHEDULE OF DESIGNATED SERVICES

PROJECT:		Pre-Design Phase									
		Site Analysis Phase									
		Schematic Design Phase									
		Design Development Phase									
		Contract Documents Phase									
		Bidding or Negotiations Phase									
Project #:		Contract Administration Phase									
Date:		1	2	3	4	5	6	7	8	Post-Contract Phase	
R=Responsibility; (C=Consultant; O=Owner; N=NIC, J=Joint)		R	R	R	R	R	R	R	R	Remarks and Exceptions	
Project Admin. and Mgmt. Services	.01 Project Administration	C	C	C	C	C	C	C	C		
	.02 Disciplines Coordination/Document Checking	C	C	C	C	C	C	C	C		
	.03 Agency Consulting/Review/Approval	C	C	C	C	C	C	C	C		
	.04 Owner-Supplied Data Coordination	C	C	C	C	C	C	C	C		
	.05 Schedule Development/Monitoring	C	C	C	C	C	C	C		Design schedule.	
	.06 Preliminary Estimate of the Cost of the Work	C	C	C	C	C					
	.07 Presentation(s)	C	C	C	C	C					
Pre-Design Services	.08 Programming	C									
	.09 Space Schematics/Flow Diagrams	C									
	.10 Existing Facilities Surveys	C									
	.11 Marketing Studies	N									
	.12 Economic Feasibility Studies	N									
	.13 Project Financing	N									
Site Development Services	.14 Site Analysis and Selection		N								
	.15 Site Development Planning		N								
	.16 Detailed Site Utilization Studies		N								
	.17 On-Site Utility Studies		C								
	.18 Off-Site Utility Studies		N								
	.19 Environmental Studies and Reports		N								
	.20 Land Use/Zoning Processing Assistance		N								
	.21 Geotechnical Engineering		N								
	.22 Site Surveying		N								
	Design Services	.23 Architectural Design/Documentation			C	C	C				
.24 Structural Design/Documentation				C	C	C					
.25 Mechanical Design/Documentation				C	C	C					
.26 Electrical Design/Documentation				C	C	C					
.27 Civil Design/Documentation				C	C	C					
.28 Landscape Design/Documentation				N	N	N					
.29 Interior Design/Documentation				C	C	C				System furniture design to be under Owner.	
.30 Special Design/Documentation				C	C	C					
.31 FF&E Installation Administration				C	C	C				Coordination services only.	
.32 Materials Research/Specifications				C	C	C					
Bidding or Negotiation Services		.33 Bidding Materials						J			
		.34 Addenda						J			
	.35 Bidding/Negotiation						J				
	.36 Special Bidding						N				
	.37 Bid Evaluation						J				
	.38 Contract Award						O				
Contract Administration Services	.39 Submittal Services							C			
	.40 Analysis of Alternates/Substitutions							C			
	.41 Observation Services							C			
	.42 Project Representation							C			
	.43 Testing and Inspection Administration							N			
	.44 Supplemental Documentation							N			
	.45 Quotation Requests/Change Orders							C			
	.46 Contract Cost Accounting							N			
	.47 Interpretations and Decisions							C			
	.48 Project Close Out							C			
	.49 Maintenance and Operational Programming							C	C		
	.50 Start-Up Assistance							C	C		
	.51 Record Drawing							C	C		
	.52 Warranty Review							C	C		
	.53 Post-Contract Evaluation								N	Excluded	

SCHEDULE OF DESIGNATED SERVICES (continued)

PROJECT:		Supplemental Services	
Project #:			
Date:		9	
R=Responsibility; (C=Consultant; O=Owner; N=NIC, J=Joint)		R	Remarks and Exceptions
Supplemental Services	.54 Special Studies	C	As needed for programming study
	.55 Tenant-Related Services	N	
	.56 Special Furnishings Design	C	As needed for programming study
	.57 FF&E Services	N	
	.58 Special Disciplines Consultation	C	Acoustic, ADA, AV, Cost Estimating, Elevators/Escalators, Fire Protection, Life Safety
	.59 Special Building Type Consultation	N	
	.60 Fine Arts and Crafts	N	
	.61 Graphic Design	N	
	.62 Renderings	C	As needed to illustrate concept designs
	.63 Model Construction	N	
	.64 Still Photography	N	
	.65 Motion Picture and Videotape	N	
	.66 Life Cycle Cost Analysis	N	
	.67 Value Analysis	N	
	.68 Energy Studies	N	
	.69 Expert Witness	N	
	.70 Demolition Services	N	
	.71 Mock-Up Services	C	As needed for CMAR work; VR mock ups in lieu of physical mock ups.
	.72 Coordination of Designated Services	N	Owner / Consultant coordination
	.73 FF&E Purchasing and Installation	N	
.74 Computer Applications	N		
.75 Project Promotion/Public Relations	N		
.76 Leasing Brochures	N		
.77 Pre-Contract Administration/Management	N		
.78 Extended Bidding	C	As needed for CMAR RFP	
.79 Extended Contract Administration/Management	C		
.80 Parcel map	N		
Key	C = Consultant (Architect or Engineer)		
	O = Owner (Clark County Real Property Management)		
	NIC = Not in Contract		
	J = Joint Responsibility between Owner & Consultant		

A. DESIGNATED SERVICES:

OWNER and CONSULTANT shall provide the phases and services designated therein and described herein. Unless the responsibility for a Project phase or service is specifically allocated in the Schedule of Designated Services to the OWNER or CONSULTANT, such phase or service shall not be a requirement of this Contract.

B. PHASES OF DESIGNATED SERVICES

1. **Pre-Design Phase.** The Pre-Design Phase is the stage in which the OWNER'S program, the financial and time requirements, and the scope the Project are established.
2. **Site Analysis Phase.** The Site Analysis Phase is the stage in which site-related limitations and requirements for the Project are established.
3. **Schematic Design Phase.** The Schematic Design Phase is the stage in which the general scope, conceptual design, and the scale and relationship of components of the Project are established.
4. **Design Development Phase.** The Design Development Phase is the stage in which the size and character of the Project are further refined and described, including architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
5. **Contract Documents Phase.** The Contract Documents Phase is the stage in which the requirements for the Work are set forth in detail.
6. **Bidding or Negotiations Phase.** The Bidding or Negotiations Phase is the stage in which bids or negotiated proposals are solicited and obtained and in which contracts are awarded.
7. **Contract Administration Phase.** The Contract Administration Phase is the stage in which the Work is performed by one or more Contractors.
8. **Post-Contract Phase.** The Post-Contract Phase is the stage in which assistance in the OWNER'S use and occupancy of the Project is provided.
9. **Supplemental Services.** Supplemental Services may be provided, however, during a single phase or several phases and may not necessarily follow the normal chronological sequence.

C. DESCRIPTIONS OF DESIGNATED SERVICES

A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

.01 Project Administration services consisting of administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences and Meeting Minutes (distributed in 3-5 working days)
- .04 Communications
- .05 Travel time
- .06 Printing, copying, postage, handling, etc., as required for the deliverables
- .07 Progress reports
- .08 Direction of the work of in-house personnel
- .09 Coordination of work by others under separate agreement with the OWNER
- .10 Close Out Documents
- .12 Notify the Owner of inconsistencies discovered and the need for other consulting services
- .13 Consolidate and respond to Owner's review comments

.02 Disciplines Coordination/Document Checking consisting of:

- .01 Coordination between the architectural work and the work of engineering and other disciplines involved in the Project
- .02 Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT'S subconsultant(s).

.03 Agency Consulting/Review/Approval services, including:

- .01 Agency consultations
- .02 Research of critical applicable regulations and required permits
- .03 Research of community attitudes, opinions, requests, and general outreach

- .04 Preparation of written and graphic explanatory materials
- .05 Appearances of OWNER'S behalf at agency and community meetings
- .06 Apply for applicable permits, coordinate with authorities having jurisdictions and utilities, and ensure required approvals are obtained and permit ready to issue status

The services below apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving agencies and individuals, including:

- .07 Local political subdivisions
- .08 Planning boards
- .09 County agencies
- .10 State agencies
- .11 Regional agencies
- .12 Federal agencies

.04 OWNER-Supplied Data Coordination, including:

- .01 Review, coordination, and verification of data furnished for the Project as supplied by the OWNER
- .02 Assistance in establishing criteria
- .03 Assistance in obtaining data, including, where applicable, documentation of existing conditions

.05 Schedule Development/Monitoring services: Refer to Exhibit F

.06 Preliminary Estimate of the Cost of the Work, including:

- .01 Provide Certified Professional Estimator (CPE) or Quantity Surveyor to prepare a preliminary estimate of the Cost of the Work
- .02 Provide Certified Professional Estimator (CPE) or Quantity Surveyor to review and update the preliminary estimate of the Cost of the Work during subsequent phases of deliverables

.07 Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

- .01 OWNER
- .02 Building committee(s)
- .03 Staff committee(s)
- .04 User group(s)
- .05 OWNER'S Consultant(s)

B. PRE-DESIGN SERVICES

.08 Programming services consisting of consultation to establish and document the following detailed requirements for the Project:

- .01 Design objectives, limitations and criteria
- .02 Development of initial approximate gross facility areas and space requirements
- .03 Space relations
- .04 Number of functional responsibilities for personnel
- .05 Flexibility and expandability
- .06 Special equipment and systems
- .07 Site requirements and constraints (see RPM D&C Feasibility Checklist)
- .08 Development of a preliminary budget for the Work based on programming and scheduling studies
- .09 Operating procedures
- .10 Security criteria
- .11 Communications relationships
- .12 Project schedule
- .13 Energy performance objectives, limitations, and criteria

.09 Space Schematics/Flow Diagrams consisting of diagrammatic studies and pertinent descriptive text for:

- .01 Conversion of programmed requirements to net area requirements
- .02 Internal functions
- .03 Human, vehicular and material flow patterns
- .04 General space allocations
- .05 Analysis of operating functions
- .06 Adjacency
- .07 Special facilities and equipment
- .08 Flexibility and expandability

- .10 Existing Facilities Surveys** consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:
- .01 Photography
 - .02 Field measurements
 - .03 Review of existing design data
 - .04 Observation and documentation of existing structural capabilities and provide recommendations
 - .05 Observation and documentation of existing mechanical capabilities and provide recommendations
 - .06 Observation and documentation of existing electrical capabilities and provide recommendations
 - .07 Review of existing drawings for any inaccuracies, and the development of required measured drawings
 - .08 Coordination with OWNER'S environmental consultant and existing hazardous building materials information
 - .09 Field verify existing and as-built conditions to the extent possible without demolition and removal of security ceilings
 - .10 30-day load study of existing power capacity in order to determine design.
- .11 Marketing Studies** relating to determination of social, economic and political need for and acceptability of the Project and consisting of:
- .01 Determination with OWNER of the scope, parameters, schedule and budget for marketing studies
 - .02 Identification, assembly, review and organization of existing pertinent data
 - .03 Arrangement of clearances for use of existing data
 - .04 Mail survey studies
 - .05 Personal survey studies
 - .06 Analysis of data
 - .07 Assistance in obtaining computerized analysis and modeling
 - .08 Computerized analysis and modeling
 - .09 Preparation of interim reports
 - .10 Preparation of final report
 - .11 Assistance production of final report
- .12 Economic Feasibility Studies** consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:
- .01 Total Project cost
 - .02 Operation and ownership cost
 - .03 Financing requirements
 - .04 Cash flow for design, construction and operation
 - .05 Return on investment studies
 - .06 Equity requirements
- .13 Project Financing** services as required in connection with:
- .01 Assistance to OWNER in preparing and submitting data, supplementary drawings and documentation
 - .02 Research of financing availability
 - .03 Direct solicitation of financing sources by the CONSULTANT
- Project financing services are required for:
- .04 Development costs
 - .05 Site control and/or acquisition
 - .06 Pre-design and site analysis services
 - .07 Planning, design, documentation and bidding services
 - .08 Interim or construction financing
 - .09 Permanent or long-term financing

C. SITE DEVELOPMENT SERVICES

- .14 Site Analysis and Selection** consisting of:
- .01 Identification of potential site(s)
 - .02 On-site observations
 - .03 Movement systems, traffic and parking studies
 - .04 Topography analysis
 - .05 Analysis of deed, zoning and other legal restrictions
 - .06 Studies of availability of labor force to staff OWNER'S facility
 - .07 Studies of availability of construction materials, equipment and labor

- .08 Studies of construction market
 - .09 Overall site analysis and evaluation
 - .10 Comparative site studies
 - .11 Phase I Environmental Site Assessment
- .15 Site Development Planning** consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:
- .01 RPM D&C Feasibility Checklist (**Exhibit N**)
 - .02 Land utilization
 - .03 Structures placement
 - .04 Facilities development
 - .05 Development phasing
 - .06 Movement systems, circulation and parking
 - .07 Utilities systems
 - .08 Surface and subsurface conditions
 - .09 Ecological studies
 - .10 Deeds, zoning and other legal restrictions
 - .11 Landscape concepts and forms
 - .12 Operational security requirements
 - .13 ADA accessibility requirements
- .16 Detailed Site Utilization Studies** consisting of detailed site analyses, based on the approved conceptual site development design, including:
- .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .08 Review of soils report
 - .09 Vegetation
 - .10 Slope analysis
 - .11 Ecological studies
 - .12 Deeds, zoning and other legal restrictions
 - .13 Landscape forms and materials
 - .14 Operational security requirements
- .17 On-Site Utility Studies** consisting of establishing requirements and preparing initial designs for on-site:
- .01 Electrical service and distribution
 - .02 Gas service and distribution
 - .03 Water supply and distribution
 - .04 Site drainage
 - .05 Sanitary sewer collection and disposal
 - .06 Process waste water treatment
 - .07 Storm water collection and disposal
 - .08 Central Plant mechanical systems
 - .09 Fire systems
 - .10 Emergency systems
 - .11 Security
 - .12 Pollution control
 - .13 Site illumination
 - .14 Communications systems
 - .15 Subsurface Utility Engineering: Quality Level A - Utilities and other facilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.
- .18 Off-Site Utility Studies** consisting of:
- .01 Confirmation of location, size and adequacy of utilities serving the site
 - .02 Determination of requirements for connections to utilities
 - .03 Planning for off-site utility extensions and facilities
 - .04 Design of off-site utility extensions and facilities

- .05 Subsurface Utility Engineering: Quality Level A - Utilities and other facilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.

.19 Environmental Studies and Reports consisting of:

- .01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements
- .02 Ecological studies
- .03 Preparation of environmental assessment reports
- .04 Preparation of environmental impact reports
- .05 Attendance at public meetings and hearings
- .06 Presentations to governing authorities
- .07 Biological opinion

.20 Land Use / Zoning, Land Use, Title 30 Processing Assistance consisting of:

- .01 Assistance in preparing applications
- .02 Development of supporting data
- .03 Preparation of presentation materials
- .04 Attendance at public meetings and hearings

.21 Geotechnical Engineering services, including, but not limited to:

- .01 Test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions
- .02 Reports and appropriate professional recommendations
- .03 Agricultural soils report

.22 Site Surveying services, to include:

- .01 Furnishing a survey by licensed surveyor, describing the physical characteristics, legal limitations and utility locations for the site of the Project, including a written legal description of the site.
- .02 Include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information shall be referenced to a project benchmark.
- .03 Subsurface Utility Engineering: Quality Level A – On-site and Off-site utilities and other facilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.

D. DESIGN SERVICES

.23 Architecture Design/Documentation:

- .01 During the Schematic Design Phase, responding to program requirements and preparing:
 - .01 Review of OWNER'S Program, Budget and Schedule
 - .02 Conceptual site and building plans
 - .03 Preliminary sections and elevations
 - .04 Preliminary selection of building systems and materials
 - .05 Development of approximate dimensions, areas and volumes
 - .06 Perspective sketch(es)
 - .07 Study model(s)
 - .08 Propose project delivery method
- .02 During the Design Development Phase consisting of continued development expansion of Architecture Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - .01 Plans, sections and elevations
 - .02 Typical construction details

- .03 Three-dimensional sketch(es)
- .04 Study model(s)
- .05 Final materials selection
- .06 Equipment layouts

- .03 During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- .04 Coordination with Owner's commissioning agent (CxA)
- .05 Coordination with roofing consultant
- .06 Coordinate requirements for specified products warranty information to be placed in Warranty Matrix in the Specifications
- .07 Prepare and submit an application for authority to construct and operate all required emissions producing equipment.
- .08 Determine accessibility regulations, design toward them, and create a checklist

.24 Structural Design/Documentation:

- .01 During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - .01 A pre-determined structural system
 - .02 Alternate structural systems
- .02 During the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
 - .01 Basic structural system and dimensions
 - .02 Final structural design criteria
 - .03 Foundation design criteria
 - .04 Preliminary sizing of major structural components
 - .05 Critical coordination clearances
 - .06 Outline Specifications or materials lists
- .03 During the Contract Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth the detail the structural construction requirement for the Project.

.25 Mechanical Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Energy source(s)
 - .02 Heating and ventilating (field verify existing controls systems with Owner)
 - .03 Air conditioning
 - .04 Plumbing
 - .05 Fire protection (field verify existing systems with Owner)
 - .06 General space requirements for design load, and for equipment layout, clearances, and maintenance.
 - .07 Verify if Owner's Building Management System (BMS) will be utilized, and design system accordingly.
- .02 During the Design Development Phase consisting of continued development expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:
 - .01 Approximate equipment sizes and capacities
 - .02 Preliminary equipment layouts
 - .03 Required space for equipment
 - .04 Required chases and clearances
 - .05 Acoustical and vibration control
 - .06 Visual impacts
 - .07 Energy conservation measures
- .03 During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- .04 Coordination with Owner's commissioning agent (CxA)
- .05 Coordinate detailed sequence of controls for all mechanical and control systems

- .06 Prepare and submit an application for authority to construct and operate all required emissions producing equipment
- .07 Energy Conservation Analysis Report: Clark County's goal is to reduce energy intensity, as measured in BTU per square foot, 20 percent by 2020. To ensure this goal is met, projects should meet or exceed IECC 2018 or ASHRAE Standard 90.1-2013 (whichever is more stringent) – Energy Standard for Buildings Except for Low-Rise Residential Buildings by a minimum of 20-percent. This standard provides the minimum requirements for energy-efficient design. It offers, in detail, the minimum energy-efficient requirements for design and construction of new buildings and their systems, new portions of buildings and their systems, and new systems and equipment in existing buildings, as well as criteria for determining compliance with these requirements.
- .08 Consultant shall submit a report of analysis and recommendations prepared by a licensed Mechanical / Electrical Engineer or Certified Energy Manager.
- .09 Energy Rebates and Programs Applications: Contact utility entities to acquire most current rebate applications, complete the applications and submit to Owner with required reports, cut-sheets and calculations. Refer to **dsireusa.org** and other applicable sources.

.26 Electrical Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - .01 Power service and distribution
 - .02 Lighting and controls
 - .03 Telephones; voice over internet protocol (VoIP)
 - .04 Fire detection and alarms; including complete design for system monitoring
 - .05 Security systems; including, but not limited to, as access, close circuit TV and intrusion
 - .06 Electronic communications, including, but not limited to, microwave, radio and antenna systems, data, wireless access point (Wi-Fi)
 - .07 Special electrical systems; including back-up power and UPS.
 - .08 General space requirements for design load, and for equipment layout, clearances, and maintenance
- .02 During the Design Development Phase consisting of continued development expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:
 - .01 Criteria for automated lighting, electrical and communications systems
 - .02 Approximate sizes and capacities of major components
 - .03 Preliminary equipment layouts
 - .04 Required space for equipment
 - .05 Required chases and clearances
- .03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.
- .04 Arc Flash Analysis and Design Services.
 - .01 Specify that the contractor shall hire an electrician and registered engineer to update the Arc Flash Study on the line side and load side as it pertains to the project and what it affects.
 - .02 Review the contractor's Arc Flash submittal for compliance with the contract documents.
- .05 When performing electrical site investigation that may encounter Arc Flash hazards, then Consultant shall provide a qualified electrician with appropriate Personal Protective Equipment (PPE) per NFPA 70E and IEEE Std 1584.
- .06 Coordination with Owner's commissioning agent (CxA)
- .07 Prepare and submit an application for authority to construct and operate all required emissions producing equipment
- .08 Energy Conservation Analysis Report: Clark County's goal is to reduce energy intensity, as measured in BTU per square foot, 20 percent by 2020. To ensure this goal is met, projects should meet or exceed IECC 2018 or ASHRAE Standard 90.1-2013 (whichever is more stringent) – Energy Standard for Buildings Except for Low-Rise Residential Buildings by a minimum of 20-percent. This standard provides the minimum requirements for energy-efficient design. It offers, in detail, the minimum energy-efficient requirements for design and construction of new buildings and their systems, new portions of buildings and their systems, and new systems and equipment in existing buildings, as well as criteria for determining compliance with these requirements.
- .09 Energy Rebates and Programs Applications: Contact utility entities to acquire most current rebate applications, complete the applications and submit to Owner with required reports, cut-sheets and calculations. Refer to **dsireuse.org** and other applicable sources.
- .10 Temporary Power: When temporary power is needed during construction, then provide the calculations, design (drawings and specifications), and utility coordination.

.27 Civil Design/Documentation:

- .01 During pre-design, provide title report to Owner. Consultant shall use information in title report to determine site constraints and design development.
- .02 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - .01 Onsite utility systems
 - .02 Fire protection systems
 - .03 Drainage systems
 - .04 Paving
 - .05 Vehicular access; including computer simulated turning analysis
 - .06 Grading
 - .07 Public access from nearest accessible public transportation
 - .08 Verification of pre-design information, including capacities of existing utilities
 - .09 Onsite stormwater pollution, prevention and control
- .03 During the Design Development Phase consisting of continued development and expansion of Civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site civil engineering work.
- .04 During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Projects.
- .05 Coordinate with Owner to provide legal descriptions for rights of way and / or easements as required for the project.

.28 Landscape Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials, automated irrigation/lighting control systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants. Adhere to authority having jurisdiction's code requirements.
- .02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work.
- .03 During the Contract Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

.29 Interior Design/Documentation:

- .01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment development conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
 - .01 Partition locations
 - .02 Furniture and equipment layouts (System/modular furniture design to be completed by Owner's consultant; AE to provide coordination services only.)
 - .03 Types and qualities of finishes and materials for furniture, furnishings and equipment
- .02 During the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - .01 Interior construction of the Project
 - .02 Special interior design features
 - .03 Furniture, furnishings and equipment selections
 - .04 Materials, finishes and colors per Clark County standard color palette
- .03 During the Contract Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth the detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.

.30 Special Design/Documentation, including:

- .01 Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions (additive alternates) of the Work.

- .02 Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the Scope of Work.
 - .03 Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
 - .04 Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work.
 - .05 After additive alternates are chosen, revise bid documents to reflect final scope in order to re-issue as the awarded contract, and to submit final revised plans to authorities having jurisdiction for permitting.
- .31 Furniture, Fixtures and Equipment Installation Administration** consisting of:
- .01 Coordinate infrastructure with Owner's separate interior design professional and/or specialty consultant. Provide CAD backgrounds for layout and subconsultant coordination.
- .32 Materials Research/Specifications:**
- .01 During the Schematic Design Phase consisting of:
 - .01 Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design and Clark County Design Guidelines
 - .02 Investigation of availability and suitability of alternative materials, systems and equipment
 - .03 Coordination of similar activities of other disciplines
 - .02 During the Design Development Phase consisting of activities by OWNER'S staff in:
 - .01 Presentation of proposed General and Supplementary Conditions of the Contract for OWNER'S approval
 - .02 Development of outline Specifications or itemized lists and brief form identification of significant materials, systems and equipment, including their criteria and quality standards
 - .03 Coordination of similar activities of other disciplines
 - .04 Production of design manual including design criteria and outline Specifications, materials lists, warranties, and warranty matrix spreadsheet
 - .03 During the Contract Documents Phase consisting of activities of OWNER'S staff in:
 - .01 Assistance to the OWNER in development and preparation of bidding and purchasing information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Contract between the OWNER and Contractor(s)
 - .02 Assistance to the OWNER in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
 - .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - .04 Coordination of the development of Specifications by other disciplines
 - .05 Prepare draft of Owner provided Division 1 using "track changes" function to keep track of editing, for Owner's review and comment.

E. BIDDING OR NEGOTIATION SERVICES

- .33 Bidding Materials** services consisting of organizing and handling Bidding Documents for:
- .01 Coordination
 - .02 Reproduction
 - .03 Completeness review
 - .08 Review, repair and reassembly of returned materials
- .34 Addenda** services consisting of preparation of Addenda information on Owner provided format, as may be required during bidding or negotiations and including supplementary Drawings, Specifications, and instructions
- .35 Bidding/Negotiation** services consisting of:
- .01 Assistance of OWNER in establishing list of Bidders or RESPONDENTS
 - .02 Participation in pre-bid conferences by Design Professional of Record
 - .03 Responses to OWNER regarding questions received from Bidders or RESPONDENTS and clarifications or interpretations of the Bidding Documents within three (3) calendar days or less
 - .04 Attendance at bid opening(s)
- .36 Special Bidding** services consisting of:

- .01 Attendance at bid openings, participation in negotiations, and documentation of decisions of multiple contracts or phased Work
 - .02 Technical evaluation of proposals for building systems
 - .03 Participation in detailed evaluation procedures for building systems proposals
- .37 Bid Evaluation services** consisting of:
- .01 Validation of bids or proposals
 - .02 Participation in review of bids or proposals
 - .03 Evaluation of bids or proposals
 - .04 Recommendation on award of Contract(s)
 - .05 Participation in negotiations prior to or following decisions on award of the Contract(s)
- .38 Contract Award services** consisting of:
- .01 Notification of Contract award(s)
 - .02 Assistance in preparation of Construction Contract forms for approval by OWNER
 - .03 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
 - .04 Receipt, distribution and processing, for OWNER'S approval of required certificates of insurance, bonds and similar documents
 - .05 Preparation and distribution to Contractor(s), on behalf of the OWNER, of notice(s) to proceed with the Work

F. CONTRACT ADMINISTRATION SERVICES

- .39 Submittal Review Services** consisting of:
- .01 Processing of submittals, including receipt, review of, and appropriate action of Shop Drawings, Project Data, Samples, Safety Data Sheets (SDS) and other submittals required by the Contract Documents
 - .02 Distribution of submittals to OWNER, Construction Contractor and/or CONSULTANT'S field representative as required
 - .03 Maintenance of master file of submittals
 - .04 Related communications
- .40 Analysis of Alternates/Substitutions** consisting of consideration, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or RESPONDENTS either prior or subsequent to receipt of Bids or proposals.
- .41 Observation Services** consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the OWNER and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.
- .01 Including, but not limited to, field verifying walkway slopes and joints for compliance with ADA requirements including, but not limited to, slopes, cross slopes, widths, etc. when formwork is placed and PRIOR to placing concrete.
- .42 Project Representation** consisting of selection, employment and direction of:
- .01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be set forth in an exhibit to be incorporated in this Contract
 - .02 Attendance at pre-construction conference
 - .03 Conduct weekly construction progress meetings and project close out meetings at the site. In addition to the minutes, prepare observation reports
 - .04 Conduct applicable pre-installation meetings during construction with applicable subconsultants
 - .05 Conduct applicable pre-functional testing during construction with applicable subconsultants
 - .06 Subconsultants shall attend the weekly construction progress meeting and provide an observation report **at least once a week** as it applies to their discipline during construction progress
- .43 Testing and Inspection Administration** relating to independent inspection and testing agencies, consisting of:
- .01 Establishment of requirements
 - .02 Prepare quality assurance special inspection matrix for any necessary materials testing or special inspections
 - .03 Monitoring testing
 - .04 Review, analysis and reporting of test results
 - .05 Recommending scope, standards, procedures and frequency of testing and inspections
 - .06 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency

- .07 Review of reports on inspections and test and notification to OWNER and Construction Contractor(s) of observed deficiencies in the Work
- .44 Supplemental Documentation (Architect's Supplemental Instructions) services consisting of:**
 - .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Contractor(s) or the OWNER
 - .02 Forwarding OWNER'S instructions and providing guidance to the Construction Contractor(s) on the OWNER'S behalf relative to changed requirements and schedule revisions
 - .03 Follow Owner's process specified in Division 1, Change Modification Procedures of the Construction Contract
- .45 Quotation Requests/Change Orders consisting of:**
 - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified
 - .02 Review of proposals from Construction Contractor(s) for reasonableness of quantities and costs of labor and materials in accordance with Division 1, Change Modification Procedures of the Construction Contract
 - .03 Review and recommendations relative to changes in time for Substantial Completion
 - .04 Negotiations with Construction Contractor(s) on OWNER'S behalf relative to costs of Work proposed to be added, deleted or modified
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work
- .46 Contract Cost Accounting services consisting of:**
 - .01 Maintenance of records of payments on account of the Contract Sum and all changes thereto
 - .02 Evaluation of Applications for Payment and certification thereof
- .47 Interpretations and Decisions consisting of:**
 - .01 Review of claims, disputes or other matters between the OWNER and Contractor relating to the execution or progress of the Work as provided in the Contract Documents
 - .02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction or the General Conditions of the Contract, for Resolution of Claims and disputes
- .48 Project Close Out services initiated upon notice from the Construction Contractor(s) that the Work, or a designated portion thereof which is acceptable to the OWNER, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**
 - .01 Conduct weekly project close out meetings to ensure project close out per Division 1 of the Construction Contract.
 - .02 A detailed inspection with the OWNER'S representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Contractor(s) of items to be completed or corrected
 - .03 Determination of the amounts to be withheld until final completion
 - .04 Securing and receipt of the consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)
 - .05 Issuance of Certificate(s) of Substantial Completion
 - .06 Verification(s) upon notice by the Construction Contractor(s) that the Work is ready for final inspection and acceptance
 - .07 Notification to OWNER and Construction Contractor(s) of deficiencies found in follow-up inspection(s), if any
 - .08 Final inspection with the OWNER'S representative to verify final completion of the Work
 - .09 Receipt and review for conformance with Contract Documents, and transmittal of warranty matrix, warranties, Operations and Maintenance Manuals, affidavits, receipts, releases and waivers of liens or bonds indemnifying the OWNER against liens
 - .10 Issuance of Final Certificate(s) for Payment
 - .11 Check and review Test and Balance Report and Commissioning Report for compliance with design parameters and Contract Documents
 - .12 Provide electronic copies of all final submittals, shop drawings, calculations, required by Contract Documents
 - .13 Project Record Documents (refer to Item .51 Record Drawing, see below)
- .49 Maintenance and Operational Programming services consisting of:**

- ~~.01 Assist the OWNER in the establishment of in house or contract program(s) of operation and maintenance of the physical plant and equipment~~
 - .02 Arranging for the coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives
 - .03 Review operations and maintenance manual(s) for the OWNER'S use
- .50 Start-Up Assistance** consisting of:
- .01 On-site assistance in the operation of building systems during initial occupancy
 - .02 Assistance in the training of the OWNER'S operation and maintenance personnel in proper operations, schedules and procedures
 - .03 Administration and coordination of remedial work by the Construction Contractor(s) after final completion
 - .04 Review final sequence of controls for mechanical and electrical systems
- .51 Record Drawing** services consisting of (as it relates to RFI's, NOC's and permit related changes only):
- .01 Making arrangements for obtaining from Construction Contractor(s) information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
 - .02 All subsurface utilities, including irrigation mainlines, will require GPS coordinates provided by the contractor on all as-built drawings for accuracy.
 - .03 Review of general accuracy of information submitted and certified by the Construction Contractor(s)
 - .04 Preparation of record drawings based on certified information furnished by the Construction Contractor(s). Preparation means incorporating all as-built and authority having jurisdiction comments into an electric file such as CAD and/or BIM. Submit files to Owner in both CAD and BOOKMARKED AND SEARCHABLE pdf.
 - .05 Transmittal of record drawings and general data, appropriately identified, to the OWNER and others as directed
- .52 Warranty Review** consisting of:
- .01 Consultation with recommendation to the OWNER during the duration of warranties in the connection with inadequate performance of materials, systems and equipment under warranty
 - .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
 - .03 Documenting defects or deficiencies and assisting the OWNER in preparing instructions to the Construction Contractor(s) for correction of noted defects
- .53 Post-Contract Evaluation** consisting of a Project Inspection at least one year after completion of the Work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:
- .01 The initial Project programming versus actual facility use
 - .02 The functional effectiveness of planned spaces and relationships
 - .03 The operational effectiveness of systems and materials installed

G. SUPPLEMENTAL SERVICES

- .54 Special Studies** consisting of investigation, research and analysis of the OWNER'S special requirements for the Project and documentation of findings, conclusions and recommendations for:
- .01 Master planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase
 - .02 Providing special studies for the Project such as analyzing acoustical or lighting requirements, record retention, communications and security systems
- .55 Tenant-Related Services** consisting of design and documentation services for tenants or potential tenants relating to:
- .01 Space planning, partition and furnishings locations, and furniture and equipment layouts
 - .02 Material and color selections and coordination
 - .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs
 - .04 Preliminary estimate of Construction Cost
- .56 Special Furnishings Design** services relating to CONSULTANT-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:
- .01 Design and documentation
 - .02 Specifications or standards
 - .03 Management of procurement

- .04 Coordination of installation
 - .05 Purchase on the OWNER'S behalf
- .57 Furniture, Fixtures and Equipment Services** relating to equipment and fixtures not incorporated into the construction of the Project and consisting of:
- .01 Establishment of needs and criteria
 - .02 Preparation of requirements and Specifications and **(NOT APPLICABLE)** bidding or purchasing procedures
 - .03 Coordination of delivery and installation
- .58 Special Disciplines Consultation**, which entails retaining, directing and coordinating the work of special disciplines consultants identified from the following list, whose specialized training, experience, and knowledge relative to specific elements and features of the Project are required for the Project:
- | | | |
|-------------------------|---------------------------|-------------------------|
| .01 Acoustics | .17 Elevators/Escalators | .33 Radiation Shielding |
| .02 ADA | .18 Equestrian | .34 Real Estate |
| .03 Archaeology | .19 Fallout Shelters | .35 Record Retention |
| .04 Audio-Visual | .20 Fallout Shelters | .36 Reprographics |
| .05 Biology | .21 Financial | .37 Roofing Consulting |
| .06 Code Interpretation | .22 Fire Protection | .38 Safety |
| .07 Communications | .23 Food Service | .39 Security |
| .08 Computer Technology | .24 Insurance | .40 Sociology |
| .09 Concrete | .25 Historic Preservation | .41 Soils/Foundations |
| .10 Cost Estimating | .26 Legal | .42 Space Planning |
| .11 CPM Scheduling | .27 Life Safety | .43 Specifications |
| .12 Demography | .28 Lightning | .44 Subsurface Utility |
| .13 Display | .29 Management | .45 Traffic/Parking |
| .14 Ecology | .30 Materials Handling | .46 Transportation |
| .15 Economics | .31 Medical | |
| .16 Editorial | .32 Public Relations | |
- .59 Special Building Type Consultation**, which entails retaining, directing and coordinating the work of special building type consultants whose specialized training, experience and knowledge relative to the requirements, planning and design of the Project are required for the Project.
- .60 Fine Arts and Crafts** services relating to acquisition of fine arts or crafts to be a part of the Project and consisting of:
- .01 Consultations on selection, commissioning and/or execution
 - .02 Design integration
- .61 Graphic Design** services consisting of:
- .01 Design and selection of interior and exterior signs and identifying symbols
 - .02 Material and color selections and coordination
 - .03 Documentation of requirements for procurement of graphics work
 - .04 Coordination of delivery and installation
- .62 Renderings** relating to graphic pictorial representations, as required by the OWNER, of the proposed Project and consisting of:
- .01 Black and white elevation view(s)
 - .02 Black and white perspective view(s)
 - .03 Elevation view(s) in color
 - .04 Perspective view(s) in color
- .63 Model Construction** consisting of preparation of:
- .01 Small-scale block model(s) showing relationship of structure(s) to site
 - .02 Moderate-scale block model(s) of structure(s) designed for the Project
 - .03 Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
 - .04 Large-scale models of designated interior or exterior components of the Project
 - .05 Three dimensional computer modeling
 - .06 Animated three dimensional computer modeling
- .64 Still Photography** consisting of:
- .01 Documentation of existing conditions

- .02 Aerial site photography
 - .03 Photographic recording for study purposes of facilities similar to the Project
 - .04 Periscope photography of model(s) for the Project
 - .05 Presentation photography of rendering(s) and model(s) for the Project
 - .06 Construction progress photography
 - .07 Architectural photography of the completed Project
- .65 Motion Picture and Videotape** services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.
- .66 Life Cycle Cost Analysis** consisting of assessment, on the basis of established relevant economic consequences over a given time period, of:
- .01 A given planning and design solution for the Project
 - .02 Alternative planning and design solutions for the Project
 - .03 Selected systems, subsystems or building components proposed for the Project
- .67 Value Analysis** consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the OWNER.
- .68 Energy Studies** (Energy Conservation Analysis Report) consisting of special analyses of mechanical and electrical systems, fuel costs, on-site energy generation and energy conservation options for the OWNER'S consideration, including energy performance modeling based on current ASHRAE and IECC. Clark County's goal is to reduce energy intensity, as measured in BTU per square foot, 20 percent by 2020. To ensure this goal is met, projects should meet or exceed IECC 2018 or ASHRAE Standard 90.1-2013 (whichever is more stringent) – Energy Standard for Buildings Except for Low-Rise Residential Buildings by a minimum of 20-percent.
- .69 Expert Witness** services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- .70 Demolition Services** consisting of:
- .01 Preparation of Contract Documents for demolition of existing structures
 - .02 Providing field observation and general administration services during demolition
 - .03 Coordination with Owner's environmental consultant including providing drawing backgrounds and any other pertinent information.
- .71 Mock-Up Services** relating to the construction of full-size details of components for the Project for study and testing during the design phases and consisting of:
- .01 Design and documentation for the required mock-up(s)
 - .02 Management and coordination of pricing and contracting for mock-up services
 - .03 Construction administration of mock-up construction activities
 - .04 Arrangement for testing and monitoring performance of mock-up(s)
 - .05 Administration of testing and monitoring services
 - .06 Review, analysis and reporting of results of testing and monitoring services
- .72 Coordination of Designated Services** with those of non-design professionals, such as economists, sociologists, attorneys and accountants, consisting of:
- .01 Preparation of economic studies
 - .02 Sociological impact studies
- .73 Furniture, Fixtures and Equipment Purchasing/Installation**, consisting of:
- .01 Receipt, inspection and acceptance on behalf of the OWNER of furniture, furnishings, and equipment at the time of their delivery to the premises and installation
 - .02 Providing services including travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project
- .74 Computer Applications related to performing the work of this Project**, consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:
- | | | | | | |
|-----|----------------------|-----|-----------------------------|-----|--------------------------------|
| .01 | Programming | .06 | Detailed Project scheduling | .10 | Mechanical analysis and design |
| .02 | Economic feasibility | .07 | Market analysis | .11 | Electrical analysis and design |
| .03 | Financial analysis | .08 | Architectural analysis and | .12 | Production of Drawings |

.04	Site analysis	.09	design Structural analysis and design	.13	Construction cost accounting
.05	Construction cost estimating				

Under no circumstances can computer hardware or software be a deliverable of this Contract.

- .75 Project Promotion/Public Relations** relating to presentation of the Project to the public or identified groups and consisting of:
- .01 Preparation of press releases
 - .02 Preparation of special brochures and/or promotional pieces
 - .03 Assistance in production and distribution of promotional materials
 - .04 Presentations at public relations and/or promotional meetings
- .76 Leasing Brochures**, including preparation of special materials to assist the OWNER in leasing the Project and consisting of:
- .01 Design
 - .02 Preparation of illustrations and text
 - .03 Arranging for and managing production
- .77 Pre-Contract Administration/Management**, consisting of:
- .01 Evaluating feasibility of OWNER'S program, schedule and budget of the Work, each in terms of the other
 - .02 Preparing, updating and monitoring Detailed Project Schedule, including services and contract Work, identifying critical and long-lead items
 - .03 Preparing, updating and monitoring Detailed Estimates of the Cost of the Work prior to completion of each design phase
 - .04 Assisting the OWNER in selecting, retaining and coordinating the professional services of surveyors, testing labs and other special consultants as designated
 - .05 Assisting the OWNER in evaluating relative feasibility of methods of executing the Work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging
 - .06 Assisting the OWNER in determining the method of contracting for the Work; evaluating single versus multiple contracts; advising on categories of separate contracts and provisions for coordinating responsibilities
- .78 Extended Bidding** services, consisting of:
- .01 Developing Bidders' interest in the Project and establishing bidding schedules
 - .02 Receiving and analyzing bids and providing recommendations as to the OWNER'S acceptance or rejection of bids
 - .03 Advising the OWNER on acceptance of Construction Contractors
 - .04 Conducting pre-award conferences (only pre-construction conferences)
- .79 Extended Project Representation / Administration/Management**, consisting of:
- .01 Assisting OWNER in obtaining building permits beyond basic services in Project Administration
 - .02 Updating and monitoring actual costs against estimates of final costs; assisting OWNER in monitoring cash flow
 - .03 Providing a detailed schedule showing time periods for each Construction Contractor, including long-lead items and OWNER'S occupancy requirements; updating and monitoring periodically; recommending corrective action when required
 - .04 Endeavoring to achieve satisfactory performance of Construction Contractors through development and implementation of a quality control program; assisting OWNER in determining compliance with schedule, cost and Contract Documents
 - .05 Scheduling and conducting periodic project meetings with the OWNER, Construction Contractor and Subcontractors
 - .06 Assisting OWNER in maintaining cost accounting records
 - .07 Maintaining a daily log including conditions at site and job progress, periodically including percentage of completion of each contract
 - .08 Assisting the OWNER in coordinating and scheduling activities of the separate Construction Contractors
 - .09 Maintaining and periodically updating a record of all significant changes made during construction; maintaining record copies of Contract Documents; maintaining samples and lay-out drawings at the job site

.80 **Develop, submit, and obtain parcel map** to create separate parcel from main parcel.

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the Owner. ELECTRONIC FILES shall be BOOKMARKED AND SEARCHABLE PDF. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the Owner.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	<ol style="list-style-type: none"> 1. Cover sheet 2. Scope of work narrative 3. Comparison of capacities i.e. ft². Programmed space vs. Schematic Phase ft². Including building efficiency calculations 4. List of applicable building codes 5. Building code review describing means of compliance for major code issues and building systems including Code Abstract – a compilation of all the applicable codes, regulations, ordinances, etc., that are required by governmental agencies having jurisdiction over the Project 6. List of anticipated variance requests 7. Anticipated building and space occupancy schedules 8. Life safety egress plans with identification of security and access points 9. Sustainability goal using LEED Silver as a guideline for ideas that are most effective to the project and makes sense to the scope and construction budget. 10. Review of program requirements and delivery of Basis of Design. Include ideas being used from the LEED checklist. 11. Utility Demand and Consumption profile (natural gas, electricity, and water) 12. Municipal zoning and Land Development review 13. Listing of utility providers with contact information 14. Utility design initiation application with providers 	<ol style="list-style-type: none"> 1. Cover sheet 2. Description of Construction Phasing 3. Description of any proposed occupancy within construction area 4. Building code review (describe means of compliance for major code issues and building systems) 5. Description of water and vapor characteristics of roof, slab on grade, and exterior walls 6. Design intent document for commissioning (rough draft) 7. Updated Utility Demand Consumption 8. Schematic Phase Review Comments and Responses. Unresolved items shall be highlighted 9. Initial Energy Modeling 10. Energy Conservation Analysis Report 11. Land Development plan review permit applications. 12. Accessibility checklist 13. Flood/Hydrology Report draft, if required by governing authorities 	<ol style="list-style-type: none"> 1. Cover sheet 2. Documentation on drawings as required by building codes to show allowable maximum number of people in each room. 3. List of all code variances on the document cover sheet 4. If multiple bid packages, provide clear indication of scope of each phase 5. Identification of construction phasing, including temporary requirements during each phase 6. Design intent document for commissioning (completed design) 7. Design Development Phase Design Review comments and responses 8. Final Energy Modeling 9. If required by authority having jurisdiction, Flood/Hydrology Reports submitted to Regional Flood Control and Clark County Land Development Section, and written notice to the Owner of submittal dates for each. 10. If required by authority having jurisdiction, Traffic Study submitted to jurisdictional Traffic/Electrical Field Operations Section, and written notice to the OWNER of the submittal date. 11. Nevada Energy, CenturyLink, Las Vegas Valley Water District, Southwest Gas and all other utilities as applicable applications to their design departments, and written notice to the OWNER of the submittal dates for

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DESIGN PHASE DELIVERABLES**

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	<p>listed above including, but not limited to: Power, water, waste, communications, etc.</p>		<p>each, along with copy of submittal.</p> <p>12. Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.</p> <p>13. Building Department submittal - Building Permit Application.</p> <p>14. Operating Cost Analysis, as required by NRS 338.190 if an occupied building over 20,000 square feet.</p> <p>15. LEED Credits Report.</p> <p>16. Prepare legal descriptions of right of way as necessary for project.</p>
<p>SPECIFICATION (book specs; NO sheet specs)</p>	<p>1. System and material narrative description</p> <p>2. List of anticipated divisions and sections</p>	<p>1. Outline specification with same section numbering as final</p> <p>2. Preliminary List of sole source specified items</p> <p>3. Track changes on the document to clarify intent</p>	<p>1. BOOKMARKED AND SEARCHABLE pdf of complete specification including review of Owner's Division1 General Requirements</p> <p>2. List of items which are sole sourced or dual sourced and justification for not specifying three acceptable products</p> <p>3. Indication of proposed sequence of operations for all electrically monitored and controlled door hardware sets. Must include schematic wiring diagram for each location.</p> <p>4. Provide Calcium Chloride testing requirements per the latest ASTM F1869 guidelines prior to installation of any floor finishes.</p> <p>5. Prepare warranty matrix spreadsheet showing all warranties required, terms, dates, and</p>

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
			products set up by the most current Construction Specification Institute (CSI) 2004 Master Format System.
SITE	<ol style="list-style-type: none"> 1. Owner property entitlement, lease, and requirements review. 2. Site plan(s), to include the following: <ol style="list-style-type: none"> a. Existing Conditions (all inclusive) b. Demolition c. Building Outline(s) d. Initial site development phasing plan e. Future Expansion f. Site Entrance g. Roads and Driveways h. Parking Locations, including those required by Transportation Services, Operations Service Vehicles, special User needs, and ADA spaces as determined by Transportation Services i. Bus Stop/Shelter (if required) j. Loading Dock and Service Entrance Locations with trash compactor access route identified and all service vehicle and janitorial access shown k. Waste/Recycling Collection locations l. Walkway locations m. Stairway locations n. Emergency Telephones o. Utility requirements p. Site Utilities 	<ol style="list-style-type: none"> 1. General dimensions and elevations 2. Permanent Exterior Signage 3. Parking, Roadway Plans and Elevations 4. Vehicle and Pedestrian Traffic Controls 5. Grading Plan(s) 6. Site Lighting plans, simulations. Specifications, equipment cut sheets, and photometrics 7. Concept details of site fixtures and equipment. All fixtures and lens shall be vandal resistant 8. Utility plans, elevations and details, for local governing agency approval 9. Sanitary sewer flow calculations 10. Plan to address existing hazardous/contaminated materials, if applicable 11. Soil erosion and sedimentation control plan for both construction and post occupancy 12. Calculation of site and disturbed areas 13. De-watering plan 14. Service Vehicle Parking locations including Traffic Path Swept Analysis 15. Horizontal Control Plan 16. Final site plan for use in submitting to provide to Civil Engineer for entitlements (i.e. zoning, design review, variances, waivers, vacations, etc.), technical drainage studies, traffic studies, and civil improvement plan preparation 	<ol style="list-style-type: none"> 1. Define limits/extent of construction area and include temporary fencing plan 2. Area Traffic Plan, if existing roads/walks are impacted 3. Site Development Phasing Plan 4. Construction site access 5. Staging area and construction/employee parking 6. Construction Signage 7. Site details, including landscape/irrigation 8. Do not plant trees over utilities pipes and conduit 9. Clearly define pipe sizes and all utilities and customer owned services 10. Clearly define all points of connections/details for utilities and customer owned services 11. Review and respond to local government comments on utilities and modifications in right(s)-of-way 12. Photometric of proposed site lighting 13. Protection requirements for construction, plantings that are to remain 14. Horizontal Control Plan

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
	<ul style="list-style-type: none"> q. Emergency Vehicle Access showing turnarounds, width, code compliance verification, fire dept. connection point r. Security during construction 3. Preliminary Grading Plan 4. Soil Retention Work, if needed 5. Storm Water Management Plan 6. Preliminary Site Lighting Layout 7. Site Logistics Plan i.e. Contractor mobilization area, preliminary limit of contract, contractor access and site 8. Preliminary Horizontal Control Plan 		
LANDSCAPING	<ul style="list-style-type: none"> 1. Existing Conditions 2. Landscaping Concept including all proposed park amenities and access by pedestrian and vehicles. 3. Existing/New Irrigation System 4. Identify if existing Irrigation is controlled by Maxicom 5. Obtain Owner's Automated Fertilization System Design Requirements (if required). 6. Locate Maintenance Yard and Building on Parks 20 acres or larger 	<ul style="list-style-type: none"> 7. Planting Plan (do not locate trees over any underground utility) 4. Irrigation System Plan including stub-out for future phases identified in the Master Plan 5. Central Control (Maxicom) 	<ul style="list-style-type: none"> 1. Protection of existing trees and significant plantings during construction 2. Soil preparation, soil amendment (type and depth) and planting specifications 3. Guying diagrams 4. Piping system diagrams including isolation valves at every directional change 5. Pipe sizes 6. Landscape and irrigation details and legends 7. Schedule of rock fines and mulches to include size, areas, depth, and color
STRUCTURAL	<ul style="list-style-type: none"> 1. Structural schematic plans 2. Written description, proposed materials, foundation types, design criteria, design loads 3. Maximize spans to achieve free-floor area 	<ul style="list-style-type: none"> 1. Foundation Plan 2. Typical floor framing plan 3. Framing plan(s) at unique features 4. Main member sizing 5. Structural sections 6. Structural members (beams and trusses) designed to maximize ceiling height and building systems piping coordination 	<ul style="list-style-type: none"> 1. Definition of control and expansion joints 2. Beam, column and slab schedules 3. Mechanical and electrical concrete housekeeping pads 4. Foundation details 5. Structural details 6. Structural notes 7. Structural Calculations

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
		7. Coordination of Utility Penetrations at Structural Components 8. Show roof and wall framed openings 9. Roof restraint systems for multi-story buildings	8. Coordination of structural backing for FF&E installations
BUILDING EXTERIOR ENVELOPE	1. Typical Elevations 2. Fenestration Layout (indicate % glass) 3. Material Designations 4. Overall building cross-sections 5. Roof Layout 6. Energy Code Requirements (IECC 2018 / ASHRAE 90.1 2013) 7. Building Envelope Performance Report 8. Exterior building signage.	1. All Building Elevations with Dimensional Heights 2. Typical wall sections 3. Parapet and coping details 4. Roof and Drainage Plan 5. Exterior Door Details 6. Typical Window Details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections 10. Roof layout showing <ul style="list-style-type: none"> a. Access ladders. b. Transition steps at different roof elevations. c. Walking pads to all equipment. d. Building address. 	1. Roof mounted equipment 2. Roof Details 3. Exterior Details 4. Flashing Details 5. Control joint definition and details
BUILDING INTERIOR	1. Typical floor plans (min 1/8" scale) with legends 2. Demolition 3. Proposed room numbering scheme 4. Volume analysis 5. Area Use Identification and Area in Square Feet. 6. Mechanical, Electrical and other service closets and rooms 7. Circulation paths 8. Area tabulations completed to program requirements 9. Show flexibility for expansion and alterations 10. Preliminary layout of major spaces with fixed equipment	1. All Floor Plans (min 1/8" scale) 2. Enlarged Plans at Elevation Changes (such as Stairs) 3. Enlarged Plans at Toilet Rooms, Custodial Rooms, Storage Rooms, Telecom Rooms 4. Reflected Ceiling Plans 5. Wall Types, Fire Ratings, Smoke Control Zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed Seating 8. Defined Seating, Serving and Kitchen Facilities 9. Equipment and Furniture Layouts 10. Pertinent/non-typical and	1. Dimensioned Floor Plans 2. Enlarged Plans 3. Partition Details 4. Interior Details 5. Interior Elevations 6. Finish Schedules 7. Door and Hardware Schedules 8. Room Signage 9. Schedule of Proposed Movable Equipment that is NOT indicated on documents (for reference) 10. Schedule of Furniture, Fixtures, and Equipment 11. Temporary wall construction details

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		typical Interior Elevations 11. Details of Unique Features 12. Details of Fixed Equipment 13. Preliminary Finish Schedule 14. Preliminary Door Schedule 15. Informational Signage 16. Attic stock storage location	complying with applicable codes.
ELEVATORS	1. Elevator Location(s) for passenger and freight 2. Equipment Room Location(s) 3. Basis of Design Description 4. Emergency Power Determination 5. HVAC determination 6. Surveillance determination 7. Digital information board/panel determination	1. Elevator Shaft Section 2. Equipment Description 3. Elevator Phone Installation Design	1. Dimensioned Plans 2. Sections and Details of Hydraulic Cylinder, if applicable 3. Description of Shaft Sump Pit(s), drain, and pump 4. Elevator Car and Equipment Support Details 5. Description of Controls and Fixtures 6. Door and Frame Details 7. Interior Details Including Lighting 8. Signage
HVAC	1. Identify all Systems 2. One-Line Flow Diagrams 3. Exterior Equipment Locations 4. Air Intake and Discharge Locations 5. Mechanical Legend 6. Gross HVAC zoning and typical individual space zoning and operating schedules of the zoned areas. 7. Special Occupancy Zones such as Telecommunications and Networking Server rooms. 8. Basis of Design for all systems including, but not limited to adherence to most current adopted ASHRAE 90.1 and IECC 9. Initial ASHRAE 55 Thermal Comfort Analysis – documenting integrated thermal envelope and HVAC design 10. Energy Code Requirements 11. One line diagrams for each air, hydronic, steam, condensate,	1. Updated design criteria for each mechanical system (including Room T&H specs, NC levels, etc.) 2. Preliminary calculations and load summaries with breakdowns for major areas, subsystems and equipment loads 3. Systems design verification using Life Cycle costing analysis methods 4. Overall building airflow diagram showing interrelationships of air handlers exhaust fans, duct risers, and duct mains and primary dampers 5. Overall building hydronic system diagrams showing interrelationship of main heating/cooling plant equipment or central utility source, heat exchangers, pumps, pipe risers and mains and primary isolation and control valves 6. One line diagrams and other materials as required to	1. One line diagrams for all mechanical systems: chilled water, etc. 2. Detailed floor plans of mechanical rooms with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all registers. 3. Indicate location of control panels, control valves, volume control boxes, transformers, and thermostats/sensors, (note that each is to be identified by a unique number assigned by the Engineer). Provide a schedule that indicates the control sequence that applies to each room (Room #, Room Descriptor, Control Sequence #)

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	<p>and all other materials required to describe the fundamental concept for all mechanical systems</p> <p>12. Indication of the amount of redundancy for all major pieces of mechanical equipment</p> <p>13. Schematic plans, sections, elevations showing major equipment locations, and air intake and discharge locations</p> <p>14. Analysis of existing utilities and or HVAC infrastructure with summary listing of required upgrades to support new work</p> <p>15. Coordination with Owner's Direct Digital Controls (DDC), and inclusion of DDC in design.</p>	<p>describe the fundamental design concept for all mechanical systems</p> <p>7. Locations of air control devices i.e. damper locations along with shaft access requirements</p> <p>8. Duct layout for typical spaces. Pay particular attention to Classroom design requirements and for air distribution and noise levels</p> <p>9. Equipment schedules for major pieces of equipment</p> <p>10. Equipment locations with enlarged mechanical room plans, sections, and elevations.</p> <p>11. Documents shall show required maintenance and service requirements</p> <p>12. Indication of typical locations of fire dampers, smoke dampers, combination F/S dampers, and air control devices with access provisions</p> <p>13. Control diagrams for all mechanical and plumbing systems</p> <p>14. Outline of major control sequences of operation</p> <p>15. ME smoke control schemes</p> <p>16. Preliminary large scale mech. Room plans with required service access areas show to scale</p> <p>17. Meter locations</p> <p>18. Sound and vibration control analysis, attenuation requirements, and methods for control</p> <p>19. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each"</p> <p>20. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains</p> <p>21. Plans indicating shaft, chase, recess requirements</p> <p>22. Duct layout for typical spaces</p> <p>23. Equipment schedules (major</p>	<p>4. Detailed piping and duct design with all sizes shown, and expansion compensation and structural support requirements coordinated</p> <p>5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas</p> <p>6. In common mechanical space, indication of space zoning by system</p> <p>7. Connection to fire alarm and building control systems</p> <p>8. Equipment details, including structural/seismic support requirements and vibration and sound isolation methods</p> <p>9. Penetration and sleeve details</p> <p>10. Installation details</p> <p>11. Final equipment schedules</p> <p>12. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system</p> <p>13. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring</p> <p>14. Detailed sequences of operation including specific setpoints for all control loops including connection to fire alarm, building control and security systems</p> <p>15. Design calculations</p> <p>16. Final energy modeling</p>

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
		equipment) 24. Equipment locations (with enlarged mechanical plan(s)) 25. Control diagrams (concept form) for all mechanical and plumbing systems 26. Description of major sequences of operation 27. Central automation operation 28. Three dimensional analysis of HVAC system.	17. Final HVAC component of Energy Performance Compliance Report 18. Final HVAC Sound and Vibrations provisions with calculations documenting compliance with the design criteria 19. Final Utility Demand and Consumption report
PLUMBING & PIPING	1. Main water supply, storm, and sanitary leads 2. Restroom location(s) 3. Plumbing legend 4. One line riser diagram for every plumbing system, i.e. domestic, sanitary, storm, gas, RO/DI, vacuum, processed water and other materials to describe the fundamental concept for all plumbing systems 5. Major equipment locations 6. Define water use efficiency measures	1. Updated design criteria for each Plumbing system (including set points, water quality levels, etc.) 2. One line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water heater diagram 5. Meter locations. 6. Fixture schedules 7. Equipment schedules (major equipment)	1. Floor plans with all components and required service access 2. Water riser diagram with shut off valves, including assumed fixture counts per floor connection 3. Waste and vent riser diagrams including assumed fixture counts per floor connection 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Piping design with all pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Penetration and sleeve details 13. Design calculations
FIRE PROTECTION (MECHANICAL)	1. Fire protection legend 2. One line diagrams for each fire protection system and other materials as required to describe the fundamental design concept for all fire protection systems 3. Report documenting adequacy	1. Riser diagram 2. One line layout 3. Fire pump sizing calculations	1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas

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	of utility 4. Location of main connection to utility 5. Fire pump need assessment 6. Proposed locations of fire department connections and test headers 7. Location of sprinkler valve 8. Sprinkler legend 9. Optional Fire Protection Systems		3. Pipe sizes 4. Location of all sprinkler zone valves, drains, and hose connection points 5. Critical zone calculation area 6. Typical sprinkler installation details, including structural/seismic support requirements 7. Penetration and sleeve details 8. Design calculations
LIGHTING	1. Electrical symbols legend 2. General Drawing Notes 3. Proposed light levels 4. Fixture, Lamp and controls description 5. Preliminary interior lighting plans 6. Preliminary Outdoor Lighting Plans 7. Preventive vandalism narrative	1. Typical interior lighting and control plans 2. Outdoor lighting and control plans 3. Control systems and control device descriptions 4. Typical photometric calculations 5. Dimming, daylighting with calculations and low voltage control zones documentation 6. Fixtures/switching layout 7. Fixture types & schedule 8. General light fixture descriptions 9. Light level calculations 10. Energy code requirements (IECC)	1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams with detailed sequence of controls 3. Control diagrams with schematics and wiring diagrams 4. Installation details, including structural support requirements 5. Design calculations 6. Normal lighting photometric calculations 7. Emergency lighting photometric 8. General notes on conduit and wire sizes for all lighting branch circuits 9. Anti-vandalism accessories specifications and catalog cut sheets.
ELECTRIC POWER DISTRIBUTION	1. Investigate existing power utility and customer owned utility including required easements. 2. Manhole duct bank and building entry (demarcation) locations 3. One line diagrams with equipment ratings 4. Electric vault locations 5. Exterior equipment locations 6. Substation, generator, and electric room/closet locations 7. Substation generator and ATS	1. Manhole, duct bank, and building entry plans and details 2. Normal power riser diagram with circuit breaker, fuse, conduit, and wire sizes and updated one line diagram 3. Emergency power riser diagram with circuit breaker, fuse, conduit, and wire sizes 4. Grounding riser diagrams 5. Substation standard details	1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including primary cable, power cable trays, raceways, electrical loads, special and duplex receptacles, and circuiting 5. Plans and details of emergency power

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
	descriptions 8. Panel numbering schemes 9. Special systems and equipment listings 10. Electric legend 11. Arc Flash outline	6. List of equipment on emergency power 7. Emergency generator layout with clearances, enclosures, heights 8. Equipment layout/sizes, with receptacles and clearances, enclosures, heights 9. Panel locations/schedules 10. Electrical load calculations 11. Plan for temporary power during construction 12. Draft Arc Flash report	generation system and controls 6. Connections to other building systems, including fire alarm and HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Notes identifying locations of separate and shared neutrals 11. Grounding details 12. Switchgear and MCC elevations and details 13. Penetration details 14. Design calculations 15. Final Arc Flash report
FIRE ALARM	1. Connection to Owner's monitoring company 2. Dedicated fire Alarm panel room/closet locations 3. Panel Locations 4. Outline of Fire Prevention Plan	1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations 5. Draft Fire Prevention Plan	1. Indication of connection to fire alarm, HVAC and monitoring systems 2. Detailed FA panel, device and appliance location plans including duct detectors, fire smoke dampers, sprinkler flow and tamper switches, monitor and control modules, door hold opens, door lock releases 3. Strobe light candela ratings and synchronization plan 4. General notes on conduit and wire sizes 5. Detailed sequences of operations 6. Connection details 7. Final Fire Prevention Plan
COMMUNICATIONS (INCLUDING VOICE, DATA,	1. Investigate existing communication companies and customer owned communications including	1. Riser diagrams 2. Voice/data utility outlet	1. Communications plans that indicate the location of all voice, data & video

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
VIDEO & A/V SYSTEMS)	required easements. 2. Manhole and building entry (demarcation) location. 3. Building and local distribution 4. Frame closet locations and size 5. Cable tray locations 6. Riser diagram 7. Summary of Access and security needs	locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets and connection boxes) 7. Backboard locations 8. List of equipment and preliminary layout of telecomm spaces 9. Emergency phone locations and type	outlets 2. Details of telecommunications service to building 3. Backboard layout and connection diagrams 4. Floor box schedule 5. Cable schedule 6. Connection details 7. Structural support requirements 8. Audio/visual equipment list 9. Audio/visual system riser diagram(s)
SECURITY SYSTEMS	1. System descriptions. Access Controls, Surveillance and Security Alarms 2. Panel Locations, rack and wall space requirements 3. Preliminary Device Location Plans 4. Narrative of Security Systems needs	1. General security/CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout and elevations 6. Intrusion alarm plan 7. Emergency Phone Locations and type	1. Riser diagrams 2. Detailed equipment closet layout and elevations 3. Equipment schedules (including all device specifications and electronic security system specifications) 4. Concealed and exposed raceways 5. Installation details 6. Wiring Diagrams (Show quantity, typed, and splice and termination locations) 7. Detailed Sequences of Operations 8. Trade coordination diagrams showing clearly the responsibility of each trade contractor responsible for security system installation
OTHER GRAPHICS		1. Presentation Drawings, mounted 2. Digital 3D renderings 3. Materials Board	1. Presentation Drawings, mounted 2. Digital 3D renderings 3. Materials Board
COST	1. Cost estimate by CSI division	1. Updated cost estimate by CSI division	1. Final cost estimate by CSI division

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*** THE FOLLOWING ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE.)**

***Note:** The Consultant shall provide the Owner, Owner's Representative, and Construction Manager a progress design documents, which shall include but not limited to plans and specifications, at minimum bi-weekly. The purposes of the progress design documents are to keep all parties informed of the Architect's progress and to allow the Construction Manager to review and render continuous feedback of project cost/budget based on the Consultant's progress.*

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In addition to deliverables in table on previous pages, Consultant shall provide:

1. PRE-DESIGN PHASE

- .01 Design Schedule
- .02 Title Report
- .03 Conceptual Design Drawings
- .04 Basis of Design (programming document)
- .05 Preliminary Cost Estimate

2. SITE ANALYSIS PHASE

- .01 Review of OWNER'S Program, Budget and Schedule
- ~~.02 Geotechnical Report~~
- ~~.03 Site Survey (potholing for existing utilities, coordinate with "811 Call Before You Dig")~~
- ~~.04 Hazardous Material Surveys~~
- .05 Updated Programming Document
- ~~.06 Operating Cost Analysis~~
- ~~.07 LEED Credits Report~~
- ~~.08 Site Utilization Report~~

3. BIDDING OR NEGOTIATIONS PHASE

- .01 Requested and necessary addendum.

4. CONTRACT ADMINISTRATION SERVICES

- .01 If requested by the CMAR Contractor (including its subcontractors acting through the CMAR Contractor), provide the CMAR Contractor with copies of the drawings including the horizontal control, and other related design work produced by the CONSULTANT under this Contract, in AutoCAD file format suitable for use by the CMAR Contractor for its intended use including field survey layout work for the Project. The CONSULTANT shall make this a contractual obligation of its subconsultant(s). The CONSULTANT may require the CMAR Contractor to sign and hold harmless agreement as a condition for releasing the electronic files.
- .02 Drainage Compliance Report
- ~~.03 LEED Credits Reports~~
- .04 Prepare an application list for CMAR submission for authority to construct and operate all required emissions producing equipment.
- ~~.05 Energy Rebates and Programs Applications~~

5. POST-CONTRACT SERVICES

- .01 Review of Final Record Drawings and Submittals provided by CMAR Contractor in both electronic (BOOKMARKED AND SEARCHABLE pdf and CAD files) and paper format
- ~~.02 LEED Credits Reports and Certification~~

**EXHIBIT C
HOURLY RATE SCHEDULE
(FOR ADDITIONAL SERVICES AND REIMBURSEABLE EXPENSES)**

The following discounted hourly rates are to be used as the basis for negotiation of additional services as required. These labor rates are valid for the duration of June 1, 2022 – December 31, 2024 (project midpoint) and include salary costs, overhead, administration and profit. Revised rates will be submitted, reviewed and agreed upon based on the fair market rate for the remaining duration of the project.

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of additional services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

Consultant: Tate Snyder Kimsey Architects	
CLASSIFICATION	HOURLY RATE
Sr. Principal	\$340.00
Principal	\$290.00
Sr. Project Manager	\$235.00
Sr. Project Architect	\$210.00
Sr. Project Designer	\$210.00
Project Manager	\$185.00
Project Architect	\$170.00
Construction Site Manager	\$158.00
Project Designer	\$136.00
Project Coordinator	\$126.00
Specification Writer	\$126.00
Job Captain	\$126.00
Technical / Design Support	\$105.00
Work Processor/Clerical	\$95.00

SUBCONSULTANT'S HOURLY RATES

Subconsultant: FEA	
CLASSIFICATION	HOURLY RATE
Principal / Sr. Principal	\$275.00
Project Engineer / Manager	\$250.00
Designer	\$200.00
Design / Drafter	\$175.00
Drafter	\$135.00
Work Processor/Clerical	\$100.00

Subconsultant: LOCHSA	
CLASSIFICATION	HOURLY RATE
Structural Director/Principal	\$271.00
Structural Associate Director	\$217.00
Structural Sr. Project Manager	\$195.00
Structural Project Manager	\$174.00
Structural Project Engineer	\$163.00
Structural Sr. Designer	\$163.00

Structural Designer	\$147.00
Structural Intern	\$120.00
Structural Drafting Manager	\$185.00
Structural Drafting Assistant Manager	\$163.00
Structural Drafting Sr. Designer	\$163.00
Structural Drafting Sr. VD Coordinator	\$152.00
Structural Drafting Designer	\$152.00
Structural Drafting VD Coordinator	\$141.00
Structural Drafting Technician	\$130.00
Work Processor/Clerical	\$ 98.00

Subconsultant: OCMI	
CLASSIFICATION	HOURLY RATE
Cost Manager	\$204.00
Senior Project Manager/ Sr. Estimator	\$199.00
Cost Estimator II	\$177.00
Cost Estimator I	\$166.00

Subconsultant: TERP	
CLASSIFICATION	HOURLY RATE
Principal	\$250.00
Sr. Fire Protection Engineer	\$215.00
Senior Consultant	\$205.00
Senior Technician	\$185.00
Engineer	\$175.00
Consultant	\$165.00
Technician	\$155.00
CADD Operator	\$140.00
Admin Assist	\$115.00

Subconsultant: Newson Brown	
CLASSIFICATION	HOURLY RATE
Principal	\$270.00
Senior Consultant III	\$245.00
Senior Consultant II	\$210.00
Senior Consultant I	\$205.00
Consultant II	\$175.00
Consultant I	\$150.00
Administrative Support	\$90.00

ADDITIONAL SERVICES

None authorized or anticipated as of the commencement date of this Contract. Any additional services are required to be added to the Contract in writing in the form of an amendment approved by the OWNER. For additional services of subconsultant(s), the OWNER will compensate the CONSULTANT a multiple of **one and one tenth (1.10)** times the amounts billed to the CONSULTANT for such services. Future written additional services authorizations may be issued by the OWNER in compliance with the above Hourly Rate Schedules. Site specific seismic testing and investigation to determine the structural requirements under the building code would be an additional service, added by amendment to the Contract pursuant to Section IV of the Contract.

REIMBURSABLE EXPENSES

None authorized or anticipated as of the commencement date of this Contract. Any additional reimbursable expenses are required to be added to the Contract in writing in the form of an amendment approved by the OWNER. For reimbursable expenses of the CONSULTANT, the OWNER shall compensate the CONSULTANT a multiple of one and one tenth (1.10) times the actual direct costs incurred by the CONSULTANT. This multiple includes all compensation for overhead and profit related to the reimbursable expenses. Any invoices for reimbursable expenses shall include a receipt or invoice showing the direct cost. Reimbursable Expenses shall not be compensated unless pre-approved and confirmed in writing by the OWNER. **Unused amounts of reimbursable expenses shall return to the Owner.**

Reimbursable Expenses do not include, such expenses as transportation expenses in connection with authorized out of town travel, extensive long distance telephone communications, expense of reproductions, postage and handling of Drawings and Specifications, and the expense of overtime work requiring higher than regular rates.

**EXHIBIT D
CBE NO. 606268-22
MILESTONES
RP.D0922008 Regional Justice Center – LRP Space Planning Improvements (Steps 1-21)**

<u>TASK 1 - PROGRAM STUDY / PRE-DESIGN MILESTONE</u>	PERCENTAGE OF FEE	AMOUNT
Completion of Programming Summary Report including meetings, end-user interviews, concept designs and final written report.	100%	\$398,947
SUBTOTAL	100%	\$398,947
<u>TASK 2 – SCHEMATIC DESIGN MILESTONES</u>	PERCENTAGE OF FEE	AMOUNT
Schematic Design Phase (25%)	100%	\$660,000
SUBTOTAL	100%	\$660,000
<u>TASK 3 – CMAR RFP Process</u>	PERCENTAGE OF FEE	AMOUNT
Bidding Assistance, Site Visits and Meetings	100%	\$330,000
SUBTOTAL	100%	\$330,000
<u>TASK 4 – CONSTRUCTION DOCUMENTS & CA DESIGN MILESTONES</u>	PERCENTAGE OF FEE	AMOUNT
Construction Documents Phase (60%)	30%	\$1,683,000
Construction Documents Phase (95% thru 100%)	40%	\$2,244,000
Permitting Assistance; including meetings and coordination as necessary to obtain approvals and a “permit ready to issue” status. Payable upon receipt of “permit ready to issue” status for all jurisdictions and utilities.	5%	\$280,500
Construction Contract Administration (Equal monthly billing through course of construction period, per Agreement)	20%	\$1,122,000
Project Closeout	5%	\$280,500
SUBTOTAL	100%	\$5,610,000
EXTENDED PROJECT REPRESENTATION/ADMINISTRATION/MANAGEMENT during construction (refer to .79 in Exhibit A Description of Designated Services)	PERCENTAGE OF FEE	AMOUNT
ALLOWANCE; to be paid on a Time and Material Basis at a rate of \$165 per hour, and upon authorization from the Owner.	100%	\$660,000
SUBTOTAL	100%	\$660,000
DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)		AMOUNT
30-day load study of existing power capacity in order to determine design.		\$28,000
Reimbursable Expense: When performing electrical site investigation that may encounter Arc Flash hazards, then Consultant shall provide a qualified electrician with appropriate Personal Protective Equipment (PPE) per NFPA 70E and IEEE Std 1584.		\$15,000

Reimbursable Expense – Design Milestone Sets: Three (3) individually rolled sets of drawings, bound 8.5 x 11 copies of specifications and electronic files for each submittal listed above (Schematic Design, Design Development, and all Construction Document Phases).	\$42,000
Reimbursable Expense - Bid Sets: One (1) compact discs (originals shall be electronically stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files	\$500
Reimbursable Expense - Construction Sets: One (1) compact disk of for construction drawings (scanned originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files	\$500
Reimbursable Expense: Reimbursement of CONSULTANT- paid OWNER expenses, including but not limited to fees for plan check, permit, utilities, etc. as authorized by Owner.	\$165,000
SUBTOTAL	\$251,000
Additional Service Request (ASR) (from Allowances; does not change Purchase Order amount)	AMOUNT
N/A	N/A
SUBTOTAL	N/A
Additional Service Request (ASR) (that changes the Purchase Order amount)	AMOUNT
N/A	N/A
SUBTOTAL	N/A
RP.D0922008 Regional Justice Center – LRP Space Planning Improvements (Steps 1-21): TOTAL	\$7,909,947

Note 1: All invoices shall follow this format using the sample provided in the Design Consultant Toolbox

Note 2: All invoices shall be accompanied by an updated/current project schedule

EXHIBIT E
KEY PERSONNEL LIST

OWNER PERSONNEL

Upon execution of this agreement, the Owner's Representatives are as follows:

OWNER REPRESENTATIVE: Kenneth Ballard

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the CONSULTANT to work on the Project. Any changes require OWNER'S written approval.

PROJECT REPRESENTATIVE: Wendy Sun, AIA, LEED AP BD+C

PRINCIPAL: Kevin Quan, AIA

CONSULTANT'S SUBCONSULTANT(S)

The following subconsultant(s) will be contracted with and utilized by the CONSULTANT to work on the Project. Any changes require OWNER approval.

CIVIL ENGINEER: POGGEMEYER DESIGN GROUP

STRUCTURAL ENGINEER: LOCHSA ENGINEERING

MECHANICAL ENGINEER: FEA CONSULTING ENGINEERS

PLUMBING ENGINEER: FEA CONSULTING ENGINEERS

ELECTRICAL ENGINEER: FEA CONSULTING ENGINEERS

LOW VOLTAGE ENGINEER: FEA CONSULTING ENGINEERS

INDEPENDENT COST ESTIMATOR (NOT the CONSULTANT): O'CONNOR CONSTRUCTION MANAGEMENT, INC.

INTERIOR DESIGN: TATE SNYDER KIMSEY ARCHITECTS, LTD.

ELEVATOR CONSULTANT: LERCH BATES, INC.

FIRE SPRINKLER CONSULTANT: MO MAN TAI, INC. DBA TERP CONSULTING

ACOUSTICAL CONSULTANT: NEWSON BROWN ACOUSTICS LLC

**EXHIBIT F
DESIGN SCHEDULES**

I. PROJECT MEETINGS

A. Administrative and procedural requirements for project meetings, including, but not limited to, following:

1. Design Baseline Schedule Review Conference
2. Progress meetings during design.

1. DESIGN BASELINE SCHEDULE REVIEW CONFERENCE:

A. Within the first ten (10) calendar days of the Contract approval, authorized representatives of the OWNER, CONSULTANT and its subconsultants, manufacturers, suppliers, and other concerned parties will meet for the specific purpose of reviewing the proposed Project's Design Baseline Schedule based on the amount of calendar days in Exhibit A.

B. Agenda: Discuss items of significance, including, but not limited to the following:

1. Team Introduction
2. Introduction of the Design Consultants scheduler
3. Project Overview and Periods of Performance
4. Project Communication
5. Design Schedule Requirements
6. Standard Design Schedule Template
7. Project Milestones
8. Design Deliverables
9. Submittal Requirements and Review Procedures
10. Establish the timing of Progress Updates and Meetings

2. PROGRESS MEETINGS:

A. The CONSULTANT will conduct (TBD) weekly progress meetings, as determined by the OWNER, at a day and time set by the OWNER as required, keeping the project on schedule, to review progress, and to solve or avert potential problems. Minutes of meeting will be distributed to the attendees by the end of the next business day. Revisions or corrections are to be returned within two working days of receiving the minutes.

B. Attendees: Representatives from the OWNER and CONSULTANT will be represented at these meetings. Participants at the conference will be familiar with Project and authorized to conclude matters relating to the Work.

C. CONSULTANT will present, discuss the progress since the last meeting; determine where each activity is in relation to Project Approved Baseline Schedule, whether on time or ahead or behind schedule; determine how the activities behind schedule will be expedited; secure commitments from parties involved to do so; discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within Contract time.

D. Agenda: Discuss items of significance, including, but not limited to the following:

1. Review and correct or approve minutes of previous progress meeting.
2. Review other items of significance that could affect progress.
3. Review and current status of the CONSULTANT'S (TBD) 30 calendar day work plan.
4. Review of the CONSULTANT'S near term deliverables.
5. Include other topics for discussion as appropriate to status the Project.
6. Initiate whatever actions are necessary to resolve impediments to perform the Work.

II. GENERAL

A. Administrative and procedural requirements for schedules required for proper performance of Work including, but not limited to the following:

1. PROGRESS OF WORK

A. It is understood and acknowledged by all parties that the Work cannot be efficiently managed without the use of a Design Schedule, updated frequently and utilized by the CONSULTANT for the planning, management and coordination of the Work. It is further acknowledged that the OWNER will be made aware of any event or circumstance that negatively affects the

CONSULTANT'S ability to complete the project as agreed in the OWNER approved **Exhibit F** Baseline Schedule. The Work will be executed with such progress as required to prevent any delay to the completion of the Contract. Therefore, all requirements of this Contract as to scheduling and reporting, as well as time limits for completion of the Work, are of the essence.

2. SCHEDULE METHODOLOGY

- A. The scheduling method to be used shall be a Critical Path Method schedule in the form of an activity on node Precedence Diagram Network (PDN) with capabilities of identifying the critical path.
- B. The scheduling system to be utilized will be a Primavera scheduling solution or similar to Microsoft Project. This will be referred to as the Scheduling System. The system will be capable of handling, processing, printing, and plotting data to satisfy all requirements of this Section. The CONSULTANT will maintain the Scheduling System, the schedule, and the scheduling staff required to support and maintain the system and processes.

3. INTEGRATED PROJECT SCHEDULE TEMPLATE

- A. The work assigned to the selected CONSULTANT represents one of the nine phases typically performed in the life cycle of the projects managed by the OWNER'S representative (Clark County Real Property Management). A critical component of the OWNER'S project management plan is the coordination and forecasting of the work as it transitions from one phase to the next. To facilitate this coordination, the OWNER has developed a scheduling template integrating each of the phases into a master project plan. All projects participate, including the selected. CONSULTANT shall develop a Baseline Schedule within the structure established by the Schedule Template.
- B. It is expressly understood the OWNER'S intent in providing the Schedule Template to the selected CONSULTANT is not to dictate how the design is performed. The Schedule Template simply provides the frame work and integration points for which the Baseline Schedule is to be developed and maintained.
- C. No change, modification, substitution or updating of the CONSULTANT'S Baseline Schedule will be performed by the CONSULTANT without explicit written permission by the OWNER. Acceptance of any such Schedule, report or update by the OWNER serves only to acknowledge that the CONSULTANT has fulfilled the contractual requirement to submit the same; in doing so, the OWNER assumes no responsibility for any loss or damage to the CONSULTANT and the CONSULTANT remains solely responsible for the choice of sequences, durations, logic, and procedures reflected therein.
- D. The CONSULTANT, with approval of the OWNER, will modify the Integrated Project Schedule Template as required to development the Design Schedule for the work in accordance with the requirements of this Section. The purpose of the Design Schedule shall be to:
 - 1. Depict the CONSULTANT'S plan for performing the Work.
 - 2. Assure adequate planning, scheduling, and reporting during execution of the design and related activities so they may be prosecuted in an orderly and expeditious manner, within the Contract time and the Milestones stipulated by the Contract.
 - 3. Assist the CONSULTANT and OWNER in monitoring the progress of the Work and evaluating proposed changes to the Contract and the Design Schedule.
 - 4. Assist in detecting problems for the purpose of taking corrective action and to provide a mechanism or tool for determining and monitoring such corrective actions.
 - 5. Coordinate the execution of following project phases.
- E. DESIGN SCHEDULE CODING STRUCTURE
 - 1. The OWNER'S coding dictionary included in the Schedule Template facilitates the OWNER'S reporting requirements. These four codes included in the Schedule Template shall not be altered. Additional coding may be added by the CONSULTANT as needed.

4. DESIGN CONSULTANT'S PROJECT SCHEDULER

- A. Within five (5) calendar days after the Notice to Proceed, the CONSULTANT shall provide a statement to the OWNER with the following:
 - 1. Identification, qualifications, and experience of the CONSULTANT'S CST and all other members of the CONSULTANT'S scheduling staff.

2. The OWNER reserves the right to disapprove any candidate proposed for the Project.
 3. The OWNER reserves right to remove, without rights to work on the project, any member of the CONSULTANT'S scheduling staff that is, in the OWNER'S opinion, incompetent in scheduling.
- B. Related Sections: Other Division 1 Specification Sections including, but not limited to, following:
1. Section TBD Payment Procedures
 2. Section TBD Submittal Schedule
 3. Section TBD Schedule of Values

III. DESIGN SCHEDULE MILESTONES – CMAR (STEP 1B, 5, 7 & 12-21)

- A. The OWNER will provide project specific time constraint Milestones (if required) to support the phases following the design effort. The CONSULTANT shall maintain these Milestones in the Design Schedule.
- B. The Milestones listed in these specifications, or elsewhere in the CONSULTANT'S Contract, represent only the major milestones. The Milestone completion durations indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project.
- C. Refer to the Contract for the project required Milestones and durations. Earlier completion dates may be established by the CONSULTANT subject to approval by the OWNER. The OWNER reserves the right to require the CONSULTANT to prosecute the Work in accordance with the specified Milestone durations. The CONSULTANT shall create all Project Milestones deemed necessary by the OWNER, including but not limited to the following:
1. Develop and Submit Baseline Schedule
 2. Enhanced Schematic Design (25%)
 3. ~~Design Development (30%)~~
 4. 60% CD'S
 5. 95% CD's

IV. SUBMITTALS

- A. **DESIGN SCHEDULE BASELINE SCHEDULE:** Within the first ten (10) working days of the Contract the CONSULTANT shall meet with the OWNER to develop a digital copy of the Baseline Design Schedule. The Design Schedule Update shall reflect the CONSULTANT'S plan for completing the work included in the scope of the Contract
- B. **DESIGN SCHEDULE WEEKLY UPDATES:** The CONSULTANT shall submit a digital copy of the current progress of the Design Schedule status. The status shall include baseline dates, actual dates for activities that have started and/or completed, expected completion dates for activities in progress, and proposed durations and sequence for the remaining activities in the Design Schedule. The Design Schedule Update shall reflect the CONSULTANT'S plan for completing the remaining work included in the scope of the Contract.

EXHIBIT G
CBE NO. 606268-22
REGIONAL JUSTICE CENTER - LRP SPACE PLANNING IMPROVEMENTS (STEPS 1-21)

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page G-4), for coverage as listed below, and endorsements affecting coverage required by this bid 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 CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during 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 insured's except on Workers' Compensation and professional liability insurance coverage. CONSULTANT insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

CONSULTANT commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT contractual obligation of additional insured to COUNTY. All policies 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 attachment, 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 attachment, 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 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 CONTRACT. Any retroactive date must coincide with or predate the beginning of CONTRACT and may not be advanced without the consent of COUNTY.

10. WORKERS' COMPENSATION

CONSULTANT shall obtain and maintain for the duration of CONTRACT, a work certificate 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 Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder 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 coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate 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 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 bid 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 "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

16. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by CONSULTANT Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. CONSULTANT 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 (N/A)
 - (F) Medical Expenses (N/A)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (N/A)
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: CBE NO. 606268-22; REGIONAL JUSTICE CENTER - LRP SPACE PLANNING IMPROVEMENTS (STEPS 1-21) (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$ (D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ (E) N/A
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$ (F) N/A
							PERSONAL & ADV INJURY	\$ (G) 1,000,000
							GENERAL AGGREGATE	\$ (H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$ (I) N/A
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY	X		(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						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	N/A					<input type="checkbox"/> WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$ (Q) 1,000,000

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

8. CBE NO. 606268-22; REGIONAL JUSTICE CENTER - LRP SPACE PLANNING IMPROVEMENTS (STEPS 1-21).

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)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE 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. 606268-22, entitled REGIONAL JUSTICE CENTER - LRP SPACE PLANNING IMPROVEMENTS (STEPS 1-21);
- 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 _____, 200__, by _____
(name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT H
SUBCONTRACTOR INFORMATION**

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

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

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

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

**EXHIBIT I
CONSULTANT ASR FORM**

**RPM CONTRACT
ADDITIONAL SERVICES REQUEST
(ASR)
Form ADC # 402E**

Project Name:		RPM Project No.:	Consultant:	Date:																												
Additional Service Request (ASR) #:	Purchase Order (PO) #:	Outline Agreement (OA) #:	Competitive Bid Exception (CBE) #:	Prepared By:																												
<p>You are hereby directed to make changes as described below to the contract documents, or to perform the following described Work not included in the contract documents on this Contract.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;">Description</th> <th style="width:20%;">TOTAL</th> </tr> </thead> <tbody> <tr><td>1</td><td align="right">\$0.00</td></tr> <tr><td>2</td><td align="right">\$0.00</td></tr> <tr><td>3</td><td align="right">\$0.00</td></tr> <tr><td>4</td><td align="right">\$0.00</td></tr> <tr><td>5</td><td align="right">\$0.00</td></tr> <tr><td>6</td><td align="right">\$0.00</td></tr> <tr><td>7</td><td align="right">\$0.00</td></tr> <tr><td>8</td><td align="right">\$0.00</td></tr> <tr><td>9</td><td align="right">\$0.00</td></tr> <tr><td>10</td><td align="right">\$0.00</td></tr> <tr><td>11</td><td align="right">\$0.00</td></tr> <tr><td>12</td><td align="right">\$0.00</td></tr> <tr> <td align="right">Total</td> <td align="right">\$0.00</td> </tr> </tbody> </table>					Description	TOTAL	1	\$0.00	2	\$0.00	3	\$0.00	4	\$0.00	5	\$0.00	6	\$0.00	7	\$0.00	8	\$0.00	9	\$0.00	10	\$0.00	11	\$0.00	12	\$0.00	Total	\$0.00
Description	TOTAL																															
1	\$0.00																															
2	\$0.00																															
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9	\$0.00																															
10	\$0.00																															
11	\$0.00																															
12	\$0.00																															
Total	\$0.00																															
<p>Reason: (Use additional pages, as necessary, to provide a full and complete explanation for the work or product included in this ASR.) Type here and arrow down for the next line.</p>																																
1. Original Contract Amount:.....				\$100.00																												
2. Net Change(s) By Previously Authorized Additional Services Requests (ASR):.....				\$50.00																												
3. Total Contract Amount To Date (Line #1 + Line #2)				\$150.00																												
4. Total Cost of This Additional Services Request (ASR) (Increase / Decrease):.....				\$50.00																												
5. New Contract Amount (Line #3 + Line #4):.....				\$200.00																												
Contract Time:	Current # _____ c days	This Change# _____ c days	Revised # _____ c days	c days = Calendar Days																												
<p>It is understood and agreed that the above change in the contract price will compensate the Consultant for all direct costs which will be incurred in performing the changed work and for all indirect costs which will be incurred as a result of the impact or affect of the changed work or unchanged work. It is further understood and agreed that performance of the changed work will not delay completion of this project, nor cause the Consultant to accelerate performance, and that therefore, the Contract time remains unchanged, except as duly modified by this and previous Additional Service Requests (ASR), if any, and the Consultant agrees to waive damages due to delay of completion. By reason of this proposed change, _____ days extension or decrease of time will be allowed. The new design schedule completion date is _____</p>																																
Signature: _____		Consultant		Date: _____																												
Submitted By: _____		D&C Administrator/Construction Project Coordinator		Date: _____																												
Approved By: _____		D&C Manager		Date: _____																												

**EXHIBIT J
CONSULTANT PERFORMANCE EVALUATION**

(A) DESCRIPTION	(B) EVALUATION 0-10	REMARKS
<u>DISCIPLINES</u>		
Architectural		
Structural		
Civil		
Mechanical		
Electrical		
Fire Suppression		
Surveying, Mapping, & Geographic Informational Services		
Cost Estimating		
Value Engineering		
Environmental Engineering		
Geotechnical Engineering		
Master Planning		
Hydrology		
Risk Assessment		
Safety/Occupational Health		
Photogrammetric Surveying		
Plumbing		
HVAC		
LEED		
Power		
Water		
Gas		
Waste Water		
Communications		
Integrated Automation		
Commissioning		
Electronic Safety & Security		
Landscape (Exterior Improvements)		
FFE		
<u>DESIGN PHASE</u>		
Thoroughness of Site Investigation/Field Analysis		
Quality Control Procedures and Execution		
Plans/Specs Accurate and Coordinated		
Plans Clear and Detailed Sufficiently		
Management and Adherence to Schedules		
Meeting Cost Limitations		
Suitability of Design or Study Results		
Solution Environmentally Suitable		
Cooperativeness and Responsiveness		
Quality of Briefing and Presentations		
Innovative Approaches/Technologies		
Implementation of Sm. Business Subcontracting Plan		
Constructability		
FFE Design and Coordination		

(A) DESCRIPTION	(B) EVALUATION 0-10	REMARKS
User Input		
Preliminary Milestones Met		
Final Milestones Met		
Clearly defining temporary controls and facilities		
Understanding of project's relationship and impact to adjacent properties and/or overall community socio-enviro impacts, etc.		
Knowledge of Community, State, County, utility and other agencies and their standards, procedures, requirements and time frames		
Availability of experienced back-up/support personnel		
<u>CONSTRUCTION PHASE</u>		
Plans Clear and Detailed Sufficiently		
Drawing Reflect True Conditions		
Plans/Specs Accurate and Coordinated		
Design Constructability		
Cooperativeness and Responsiveness		
Timeliness and Quality of Processing Submittals (One Each: RFI, RFP, CO, Pay, APP, CCD, NOR, Warranty Matrix, O&M Manuals, Meeting Minutes)		
Product & Equipment Selections Readily Available		
Field Consultation and Investigations		
Quality of Construction Support Services		
Design Related No. of Field Change Orders		
No. of Credible Request For Interpretations (RFI)		
Number of Design Related Change Orders		
Design Cost		
Technical knowledge of design/construction techniques, means and methods		
<u>EXPERIENCE & KNOWLEDGE</u>		
Previous experience of assigned personnel with services required on project		
Innovative thinking, appropriate solutions and alternatives		
<u>COMMUNICATIONS</u>		
PERSONAL		
Frequency of Contacts, status reports, inquiries, ("How are things going?"), etc.		
WRITTEN		
Complete, clean, neat and concise writing		
ACCESSIBILITY OF KEY PERSONNEL		
Readily Available		
Convenience of leaving/receiving detailed messages		
PUBLIC RELATIONS		
Presentations to Stake-holders and interested parties		
Empathy for affected parties		

(A) DESCRIPTION	(B) EVALUATION 0-10	REMARKS
Polite, courteous, professional		
<u>SERVICES/WORK PRODUCT</u>		
Personnel and Project Management (Project Team and schedule well organized, planned ahead and coordinated with related agencies and control factors)		
<u>RELATIONSHIPS</u>		
Continuity of Key personnel assigned to individual project		
Personnel are responsive, cooperative and interested in the best interests of community (ease of doing business).		
Build and maintain relationships with:		
appropriate City staff		
Other agencies, and/or utility companies		
Contractors		
Accountability-Willingness to acknowledge and correct errors and deficiencies.		
	TOTALS	

ACKNOWLEDGEMENT & COMMENTS

COUNTY RPM REPRESENTATIVE: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

COUNTY CLIENT AGENCY REPRESENTATIVE: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

CONSULTANT: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

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 ("BCC") in determining whether members of the BCC 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 BCC 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), 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.

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.

Nevada 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 (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, 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

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
<i>(Include d.b.a., if applicable)</i>						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
<i>(If different from above)</i>						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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 (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

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

* County employee means 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 COUNTY employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is COUNTY employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative