

**CLARK COUNTY, NEVADA
PROFESSIONAL SERVICES
For**

**LOGANDALE SPORTS COMPLEX, PHASE II
IMPROVEMENTS
CBE NO. 606378-22**

RP.B9B22022

WELLES PUGSLEY ARCHITECTS LLP DBA SIMPSON COULTER STUDIO
NAME OF FIRM
Sean Coulter, Principal
DESIGNATED CONTACT AND NAME (Please type or print)
151 East Warm Springs Road Las Vegas, Nevada 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 435-1150
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(702) 435-7699
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E-MAIL ADDRESS

LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS

This Contract is made and entered into this _____ day of _____, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and WELLES PUGSLEY ARCHITECTS LLP DBA SIMPSON COULTER STUDIO (hereinafter referred to as CONSULTANT), for LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS (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 \$1,502,995.00, 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: DEFINITIONS

1. **ADA:** Americans with Disabilities Act.
2. **CCFD:** Clark County Fire Department.
3. **CCP&R:** Clark County Parks and Recreation.
4. **Completion of all services date:** The date established by Contract which the Work of the Project / Construction is complete and ready for utilization / occupancy by COUNTY and all project closeout documents have been submitted and approved.
5. **Construction (Contract) 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 Administrative Notice to Proceed to the General Construction Contractor or Prime Construction Contractor.
6. **Construction Contractor:** Firm or Individual that is awarded the Contract for Construction pursuant to the work described in the Contract Documents.
7. **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 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.

8. **Construction Project Manager (CPM):** Entity or Individual contracted by COUNTY to perform Construction Management services during the Construction Phase of the Project.
9. **Contract Documents:** The Drawings and Project Manual for the Work which is the legal basis for the Contract for Constructions and the detailed description of the Project requirements.
10. **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).
11. **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, banded, and/or electronic drawings; individually bound, banded, and/or electronic specifications.
12. **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.
13. **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.
14. **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.
15. **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 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.
16. **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.
17. **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.
18. **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.
19. **Prime CONSULTANT:** CONSULTANT that is signatory to this Contract.
20. **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 Contract.

21. **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.
22. **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, General Requirements, and Technical Specifications.
23. **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.
24. **Project Scope:** The professional services required by the Contract.
25. **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.
26. **RPM:** Clark County Real Property Management Department (COUNTY'S representative).
27. **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.
28. **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.
29. **Subcontractor:** A lower-tier contractor who is directly employed by the General Construction Contractor.
30. **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.
31. **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.

SECTION II: TERM OF CONTRACT

COUNTY agrees to retain CONSULTANT for the period from NOVEMBER 1, 2022 through DECEMBER 30, 2025, unless such date is amended by the COUNTY. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION III: SCOPE OF WORK

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

SECTION IV: 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 \$1,502,995.00. 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'S 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 \$12 055 910.00.

B. Progress Payments

CONSULTANT shall 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 will 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 representative 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 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 representative 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 CONSULTANT. COUNTY'S representative 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 CONSULTANT.

E. Invoice Submission

Invoices shall be submitted to COUNTY Representative as specified in attached Exhibit D, 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 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 CONSULTANT. The duties, responsibilities and limitation of authority of CONSULTANT provided project representatives shall be the same as 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 shall, within thirty (30) calendar days of COUNTY'S acceptance, be paid the balance of any money due for such services.

SECTION V: 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'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of CONSULTANT for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by CONSULTANT of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

B. 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 VI: 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 Landscape Architect Engineer, in the State of Nevada in accordance with NRS Chapter 623 NRS Chapter 623A NRS Chapter 625.

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 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 a 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 VII: SUBCONTRACTS

A. Approval to Subcontract

Services specified by this Contract shall not be subcontracted by 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 will 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'S 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 VIII: 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'S 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'S work by COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY 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 IX: 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.

SECTION X: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least 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 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.

B. 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. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. 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.

SECTION XI: INSURANCE

- A. 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.
- B. If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate Contract.

SECTION XII: NOTICES

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

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

TO CONSULTANT: Welles Pugsley Architects LLP dba Simpson Coulter Studio
Attn: Sean Coulter
151 East Warm Springs Road
Las Vegas, Nevada 89119

SECTION XIII: MISCELLANEOUS

A. 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.

B. 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.

C. 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.

D. Governing Law

Nevada law shall govern the interpretation of this Contract.

E. 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.

F. Audits

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

G. 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.

H. Confidential Treatment of Information

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

I. ADA Requirements

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

J. 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.

K. Authority

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

L. Force Majeure

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

M. Severability

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

N. Non-Endorsement

As a result of the selection of CONSULTANT to supply goods or services, COUNTY is neither endorsing nor suggesting that

CONSULTANT'S service is the best or only solution. CONSULTANT agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

O. Public Records

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

P. Companies that Boycott Israel

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

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

CONSULTANT:

WELLES PUGSLEY ARCHITECTS LLP DBA SIMPSON COULTER STUDIO

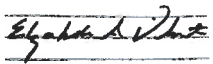
By:  _____
SEAN COULTER
Principal

9.28.22

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By:  _____
ELIZABETH A. VIBERT
Deputy District Attorney

Oct 15, 2022

DATE

**EXHIBIT A
CBE NO. 606378-22
SCOPE OF WORK**

RP.B9B22022 LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS

DESCRIPTION OF PROJECT: Design and Construct a sports complex. The Logandale Sports Complex Phase 2 project is located at 1201 Frehner Avenue, Logandale, NV 89021. The project is on approximately a 13.0-acre portion of a 40-acre site. The project includes preparing complete architectural, civil, landscape and engineering construction documents and construction administration for Phase 2. The final drawings will delineate between the SNPLMA funded items and other Capital funded items. The estimated construction budget is \$13 million and the facility will be designed to meet that budget. This proposed complex should have playground area's large enough to accommodate 40 children ages 5-12. The Sports complex shall provide two Baseball/Softball fields 300-350' in length with dirt infields and covered bleacher capacity of forty (40) people. The sports complex shall provide enough paved parking capacity to accommodate use of all the amenities simultaneously. The northern playground shall include a splash pad for ages 5-12, a skate park for ages 5-12, while the south side will provide a playground to allow for a portion of the 40 children ages 2-5 to play on. All new LED lighting will be installed with the new amenities to include security lighting, and sports lighting of all the baseball/softball fields. All fields shall receive new matching scoreboards. Three 16' x 16' metal shade structures shall be erected on site, two on the north side, and one on the south side. One large Metal Picnic Structure will be erected on the north side of the park. One new pre-manufactured restroom will be installed on the north side of the park by the playground. All walkways will be concrete walkways ADA compliant to allow access from the parking lot to all amenities on the site.

PROJECT LOCATION:

To be located on the north, west, and south corner of the Logandale Sports Complex Property, APN 041-26-201-015. Address 1201 Frehner Avenue, Logandale, NV 89021

BACKGROUND:

In July 2020, the County began the process of applying for a SNPLMA grant for the design and construction of a sports complex to based on the direction and vision provided by Commissioner Kirkpatrick.

**OWNER'S REPRESENTATIVE
AND INVOICE SUBMITTAL:**

Charles Card, Design and 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) 455-8344

DESIGN CONSULTANT'S

REPRESENTATIVE:

Sean Coulter, Principal
Welles Pugsley Architects LLP dba Simpson Coulter | Studio
151 Warm Springs Rd
Las Vegas, NV 89119

Telephone Number: (702) 435-1150

Fax Number (702) 435-7699 Email Address: scoulter@simpsoncoulter.com

DESIGN CONSULTANT'S

REPRESENTATIVE SIGNATURE:

 PRINCIPAL

DATE: 6.8.22

(NAME, TITLE)

**PROJECT CONSTRUCTION
BUDGET:**

PROJECT shall be designed so that the construction cost shall not exceed \$ 12,055,910 (This does not include the sewer extension)

PROJECT COMPLETION:

The pre-design and site analysis work and related deliverables shall be completed and presented to the Owner Representative not later than 30 calendar days from the established notice to proceed date or a date established and agreed upon by SCS and RPM during the pre-design due diligence coordination period.

The Work for the Project shall be completed in final, approved form, presented to RPM and filed into all authorities having jurisdiction (within which the project resides) plans check process, no later than Two Hundred and Fifty (250) 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 "Notice to Proceed".

Completion of services shall be completed within the time frame described in the above paragraph and before **December 30, 2025** unless such date is amended by the Owner.

COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SERVICES:

The terms and conditions from the SOQ 604940-18 RPM AE Agreement shall apply to this project, including but not limited to maintenance of insurance.

Provide professional services for project administration, design, permit assistance, bid 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 land use, off-sites, utility, code, ADA (including ADA 504 meeting), 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 utility, land use, off-sites, code, SNPLMA compliance reporting and all other regulatory requirements including application submittals, legal descriptions, and obtainment of 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.

Construction contract administration is anticipated to take approximately sixteen months as follows:

- 2-months of contractor's Administrative Notice to Proceed: During this time contractors will be obtaining their background checks with the County and submitting submittals and other construction administrative documents for review by the design consultant and Owner.
- 12-months of construction.
- 2-months of project closeout (refer to Exhibit A, Item .48).

SCOPE: The scope of this phase of work is to develop design and construction documents that will include:

A. Architecture:

- a. Entitlement package to include all County-required exhibits and attendance at one neighborhood meeting and one County Commission meeting.
- b. Design and construction documents to include fully developed site plans, floor plans, schedules, reflected ceiling plans, roof plans, interior elevations, exterior elevations, building and wall sections and required details of all site structures and Pre-fabricated restroom.
- c. Coordination of all engineering and design disciplines
- d. Coordination of design intent with the Owner
- e. Exterior and interior material selections
- f. Development of project specifications (Masterformat book specifications), coordination, and collation w/ disciplines
- g. Meetings bi-weekly during design at Clark County Government Center, One on-site every 3 months.
- h. Approximately 16 in-person meetings at Clark County Government Center during design, 3 of these design meetings will be on-site visit based on a 8 month design period
- i. Preparation of meeting minutes for all Design meetings
- j. 25 on-site meetings and 25 virtual meetings during construction. This is based on assuming construction will be 12 months total. There will be a representative from SCS or SLA alternating every week during construction.
- k. Preparation of all weekly Construction Progress meeting minutes.
- l. Preparation of all weekly Construction/site observation reports.

B. Cost Estimation:

- a. Baseline Scheduling services per Clark County Standards
- b. Monthly review and comment on baseline schedule
- c. Cost estimation services at 30%, 60%, 95% and 100% construction documents

C. Landscape Architecture:

- a. Attendance at biweekly project meetings during design phase (in person and on-site meetings).
- b. Drawings showing existing as-built conditions
- c. Planting plan showing the location, size and type of all plant material.
- d. Planting details showing proper installation techniques for all plant material specified.
- e. Irrigation plan showing the location, size and type of all irrigation equipment necessary for a 100% coverage system.
- f. Irrigation details showing proper installation techniques for all irrigation equipment specified.
- g. Hardscape plan showing the overall site layout, location, size and material type for the pedestrian hardscape and site amenities including sidewalks, ramps, plazas, shade shelters, baseball field dugouts and fences/gates, block walls, skateboard park, picnic areas, bleachers, and site furniture. SCS will design the custom structures and the restroom.
- h. Hardscape details showing design intent for the hardscape elements specified. Coordination with the structural engineer on the hardscape elements specified but structural calculations are not included and are to be done by others.
- i. Splash pad design and layout showing the nozzles, drains, controls, surfacing material and colors. Coordination with the civil engineer for water and sewer connection, and electrical engineer for control and pump power source.
- j. Splash pad details showing proper installation techniques for the splash pad elements specified.
- k. 1 Signage plan showing the layout, verbiage, and mounting for the eight (8) education signs.
- l. 1 Signage details showing proper installation techniques for the education signs.
- m. 1 Coordination with the civil engineer to adjust site grades to accommodate the landscape features and develop aesthetic landforms.
- n. Coordination with the electrical engineer for the sports lighting.
- o. Planting, irrigation, and hardscape specifications.
- p. Value engineering the landscape, irrigation, and hardscape plans to meet the budget.
- q. Address building department comments relating to the landscape plans to make permit ready.
- r. Interpretation of landscape construction documents during bidding.
- s. Preparation of any necessary landscape addendum items during bidding.
- t. Review of landscape submittals, RFI, COR or other related documents.
- u. Assist in the timely resolution of construction questions related to the landscape plans.
- v. Prepare landscape record drawings from information provided by the contractor.
- w. Attend weekly project meetings during construction. Every other week will be on site and the other weeks will be via teleconference.
- x. Make bi-weekly site visits in conjunction with the bi-weekly onsite meetings to observe landscape installation.
- y. Prepare a field report outlining observations made during the site visit.
- z. Provide final closeout services including review of O&M Manuals and Final Punch List Walk.

D. Geotechnical Engineering:

- a. Drilling and logging of 5 explorations for the Sports Complex to depths of (15) Fifteen feet -or practical refusal
- b. Coring the pavement of (7) explorations for the Sanitary sewer t Up to 1 foot in diameter
- c. Drilling and logging of (9) explorations for the Sanitary sewer to depths of (15) fifteen feet or practical refusal
- d. Laboratory testing
- e. Engineering analysis
- f. Preparation of a geotechnical evaluation report
- g. Work will be performed in general accordance with the 2018 International Building Code (IBC) and local amendments, and the Clark County Uniform Standard Specifications for Public Works Construction (USS, 2019).
- h. It is assumed that will be open access to the site for truck-mounted drill rig and no permits will be needed to perform the borings
- i. It will be the responsibility of the client to provide the location of any on-site private utilities prior to drilling.

E. Civil Engineering:

- a. Project Management
- b. Coordination with public
- c. Bi-weekly meetings during Design and Construction Phase
- d. Boundary and Topographic Survey – Sewer
- e. Aerial Mapping – Sewer
- f. Traffic Impact Analysis
- g. Utility Coordination
- h. Off-Site Sewer
- i. Sanitary Sewer Basin Analysis
- j. Sanitary Sewer Offsite Plans, Engineering Estimate and Specifications
- k. Offsite Sewer Construction Administration
- l. Offsite Sewer Post Construction
- m. Technical Drainage Study
- n. Pad and utilities for pre-fabricated restroom

F. Civil - Construction Document Plans

- a. Horizontal Control Plans
- b. Site Plan
- c. Grading Plans
- d. Grading Details
- e. Utility Plans
- f. Roadway Plan and Profile
- g. Street Lighting, signage and pavement marking
- h. Fire Access Plan
- i. Bidding Services

G. Civil - Construction Administration

- a. Up to 12 site visits during construction
- b. RFI Responses
- c. Review shop drawings
- d. Provide final closeout services including preparing Final Punch List Walk

H. Structural Engineering:

- a. Structural calculations and drawings (Construction Documents) for the items noted above.
Foundations for prefabricated elements will be based on foundation reactions and anchorage requirements provided to us by others.
- b. Participation in pertinent design-phase meetings up to Six meetings.
- c. Preparation of pertinent structural sections of book specifications.
- d. Correspondence with the building official to address structural plan check comments.
- e. Bid-phase Services limited to clarification or interpretation of structural drawings. Construction-phase Services as listed below:
- f. Response to RFIs pertaining to Construction Documents prepared by Wright Engineers
- g. Review of material, shop drawing, and inspection submittals pertaining to the structural Construction Documents prepared by Wright.
- h. Up to 6 site visits.
- i. Preparation of final "record" structural drawings based on markups provided by the contractor.

I. Electrical Engineering:

- a. Participation in pertinent design-phase meetings (minimum 6 in person or on-site visits)
- b. Participation in pertinent construction phase meetings (minimum 6 site visits)
- c. Provide lighting design utilizing LED fixtures and point-by-point lighting calculation for:
- d. Two (2) new ballfields
- e. Two (2) Parking lots

- f. Two (2) existing ballfields
- g. New (2) Playground areas
- h. Walking trails
- i. Shade structures
- j. Picnic areas
- k. Park signage
- l. Flag poles
- m. Splash pad
- n. Booster pump enclosure
- o. Provide lighting design and point-by-point lighting calculation for all areas listed above to meet the Clark County Standards and IES recommendations.
- p. Provide power and telephone connections only to the pre-fab (owner provided) restroom.
- q. Provide power connection for:
- r. Irrigation controller.
- s. *Maxicom controls.*
- t. Booster pump.
- u. Arc flash and Load study
- v. All new lighting and power electrical connections will be connected to the existing switchgear SWG1
- w. Correspondence with the building official to address electrical plan check comments.
- x. Bid-phase Services limited to clarification or interpretation of electrical drawings.
- y. Response to RFIs and Submittals during Pre-Construction and Construction Phase.
- z. Provide final closeout services including review of O&M Manuals and preparing Final Punch List Walk
- aa. Preparation of final "record" Electrical drawings based on markups provided by the contractor

J. Plumbing:

- a. Participation in pertinent design-phase meetings (minimum 6 in person or on-site visits)
- b. Participation in pertinent construction phase meetings (minimum 6 site visits)
- c. Perform domestic water and waste connects as determined by splash pad designer.
- d. Provide piping distribution for domestic water and waste as required. Design shall be limited to inside the splash pad equipment area footprint and up to five (5) feet beyond. All work more than five (5) feet beyond, including connection between the splash pad and equipment, shall be the responsibility of others.
- e. Provide plumbing connections for plumbing fixtures shown on architectural background. The plumbing/splash pad fixtures, including floor drains and splash pad shall be located by the architect.
- f. Provide plumbing design to accommodate the new sewer line to the existing restroom/concession stand.
- g. Provide design for sand/oil and grease waste interceptors as required by the health department. Coordinate with the civil engineer for the location.
- h. Correspondence with the building official to address plumbing plan check comments.
- i. Bid-phase Services limited to clarification or interpretation of plumbing drawings.
- j. Response to RFIs and Submittals during Pre-Construction and Construction Phase.
- k. Provide final closeout services including review of O&M Manuals and preparing Final Punch List Walk
- l. Preparation of final "record" Electrical drawings based on markups provided by the contractor
- m.

K. Deliverables:

- a. 30x42 construction document sets
- b. 30x42 Presentation Boards for approved site plan
- c. Meeting minutes for all Design and Construction meetings
- d. PDF's of all documents

SCHEDULE OF DESIGNATED SERVICES

PROJECT:		Pre-Design Phase							
		Site Analysis Phase							
		Schematic Design Phase							
		Design Development Phase							
		Contract Documents Phase							
		Bidding or Negotiations Phase							
		Contract Administration Phase							
Project #:									
Date:									
R=Responsibility; (C=Consultant; O=Owner; N=NIC; J=Joint)		1	2	3	4	5	6	7	8
		Post-Contract Phase							
		Remarks and Exceptions							
Project Admin. and Mgmt. Services	.01 Project Administration	R	R	R	R	R	R	R	R
	.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	C
	.06 Preliminary Estimate of the Cost of the Work	C	C	C	C	C	C	C	C
	.07 Presentation(s)	C	C	C	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		C						
	.15 Site Development Planning		C						
	.16 Detailed Site Utilization Studies		C						
	.17 On-Site Utility Studies		C						
	.18 Off-Site Utility Studies		C						
	.19 Environmental Studies and Reports		C						
	.20 Land Use/Zoning Processing Assistance		C						
	.21 Geotechnical Engineering		C						
	.22 Site Surveying		C						
	.23 Architectural Design/Documentation			C	C	C			
Design Services	.24 Structural Design/Documentation			C	C	C			
	.25 Mechanical Design/Documentation			C	C	C			
	.26 Electrical Design/Documentation			C	C	C			Incl Arc-Flash Compliance & Load Study
	.27 Civil Design/Documentation			C	C	C			
	.28 Landscape Design/Documentation			C	C	C			
	.29 Interior Design/Documentation			N	N	N			
	.30 Special Design/Documentation			C	C	C			As required for bid protection
	.31 FF&E Installation Administration			N	N	N			
	.32 Materials Research/Specifications			C	C	C			
	.33 Bidding Materials					J			
Bidding or Negotiation Services	.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					C			
	.44 Supplemental Documentation					C			
	.45 Quotation Requests/Change Orders					C			
	.46 Contract Cost Accounting					C			
	.47 Interpretations and Decisions					C			
	.48 Project Close Out					C			
	.49 Maintenance and Operational Programming					C			
	.50 Start-Up Assistance					C			
	.51 Record Drawing					C			
	.52 Warranty Review					C			
	.53 Post-Contract Evaluation							C	

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	N	
	.55 Tenant-Related Services	N	
	.56 Special Furnishings Design	N	
	.57 FF&E Services	N	
	.58 Special Disciplines Consultation	N	
	.59 Special Building Type Consultation	N	
	.60 Fine Arts and Crafts	N	
	.61 Graphic Design	N	
	.62 Renderings	N	
	.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	N	
	.72 Coordination of Designated Services	N	Owner / Consultant coordination
	.73 FF&E Purchasing and Installation	N	
	.74 Computer Applications	N	
Key	.75 Project Promotion/Public Relations	N	
	.76 Leasing Brochures	N	
	.77 Pre-Contract Administration/Management	N	
	.78 Extended Bidding	N	
	.79 Extended Contract Administration/Management	N	Upon Approval by Owner
	.80 Parcel map	N	
	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, including:

- .01 Create and establish an initial schedule for CONSULTANT'S services, decision-making, design, documentation, contracting and construction, based on determination of scope of CONSULTANT'S services in accordance with requirements of Exhibit F of this agreement
- .02 Review and update of previously established design schedules during subsequent phases every two weeks until all permits have been received
- .03 Submit current and updated project schedule with invoice for payment
- .04 Review and provide feedback on Contractor's weekly progress schedules until project is closed out
- .05 Provide CST (Certified Scheduling Technician) to review and monitor Contractor's schedule in the scheduling software (Microsoft Project bar chart or Primavera detail network schedule, as determined by Owner)

.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 Analysis of existing structural capabilities and provide recommendations
 - .05 Analysis of existing mechanical capabilities and provide recommendations
 - .06 Analysis 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, using your own equipment such as ladders or lifts. Note that the Owner will not provide ladders or lifts, or such type of equipment to access spaces, facilities, etc..
 - .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 2023. To ensure this goal is met, projects should meet or exceed IECC 2021 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. The report shall analyze a baseline compared to the basis of design. Consultant shall list equipment manufacturer and model number of both baseline equipment and basis of design equipment. A theoretical baseline is not acceptable.
 - .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 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 2023. 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 Consultant shall submit a report of analysis and recommendations prepared by a licensed Mechanical / Electrical Engineer or Certified Energy Manager. The report shall analyze a baseline compared to the basis of design. Consultant shall list equipment manufacturer and model number of both baseline equipment and basis of design equipment. A theoretical baseline is not acceptable.
- .10 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.
- .11 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~~
 - ~~.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 per scope of work or 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 for each site visit or at least once a month during critical periods 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:**
 - .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 Elevation view(s) in color
 - .02 Perspective view(s) in color
 - .03 Site Plan in color
 - .04 1 of each mounted and framed 24"x36" on 3/16 gator board.
- ~~.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. Consultant shall submit a report of analysis and recommendations prepared by a licensed Mechanical /Electrical Engineer or Certified Energy Manager. The report shall analyze a baseline compared to the basis of design. Consultant shall list equipment manufacturer and model number of both baseline equipment and basis of design equipment. A theoretical baseline is not acceptable.
- .69 Export 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 .02 Economic feasibility .03 Financial analysis .04 Site analysis .05 Construction cost estimating	.06 Detailed Project scheduling .07 Market analysis .08 Architectural analysis and design .09 Structural analysis and design	.10 Mechanical analysis and design .11 Electrical analysis and design .12 Production of Drawings .13 Construction cost accounting
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- ~~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	1. Cover sheet	1. Cover sheet	1. Cover sheet
	2. Scope of work narrative	2. Description of Construction Phasing	2. Documentation on drawings as required by building codes to show allowable maximum number of people in each room.
	3. Comparison of capacities i.e. ft2. Programmed space vs. Schematic Phase ft2. Including building efficiency calculations	3. Description of any proposed occupancy within construction area	3. List of all code variances on the document cover sheet
	4. List of applicable building codes	4. Building code review (describe means of compliance for major code issues and building systems)	4. If multiple bid packages, provide clear indication of scope of each phase
	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	5. Description of water and vapor characteristics of roof, slab on grade, and exterior walls	5. Identification of construction phasing, including temporary requirements during each phase
	6. List of anticipated variance requests	6. Design intent document for commissioning (rough draft)	6. Design intent document for commissioning (completed design).
	7. Anticipated building and space occupancy schedules	7. Updated Utility Demand Consumption	7. Design Development Phase Design Review comments and responses
	8. Life safety egress plans with identification of security and access points	8. Schematic Phase Review Comments and Responses. Unresolved items shall be highlighted	8. Final Energy Modeling
	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.	9. Initial 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. Review of program requirements and delivery of Basis of Design. Include ideas being used from the LEED checklist.	10. Energy Conservation Analysis Report	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. Utility Demand and Consumption profile (natural gas, electricity, and water)	11. Land Development plan review permit applications.	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
	12. Municipal zoning and Land Development review	12. Accessibility checklist	
	13. Listing of utility providers with contact information	13. Flood/Hydrology Report draft, if required by governing authorities	
	14. Utility design initiation application with providers		

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

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

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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	- Owner property entitlement, lease, and requirements review. - Site plan(s), to include the following: - Existing Conditions (all inclusive) - Demolition - Building Outline(s) - Initial site development phasing plan - Future Expansion - Site Entrance - Roads and Driveways - Parking Locations, including those required by Transportation Services, Operations Service Vehicles, special User needs, and ADA spaces as determined by Transportation Services - Bus Stop/Shelter (if required) - Loading Dock and Service Entrance Locations with trash compactor access route identified and all service vehicle and janitorial access shown - Waste/Recycling Collection locations - Walkway locations - Stairway locations - Emergency Telephones - Utility requirements - Site Utilities	- General dimensions and elevations - Permanent Exterior Signage - Parking, Roadway Plans and Elevations - Vehicle and Pedestrian Traffic Controls - Grading Plan(s) - Site Lighting plans, simulations. Specifications, equipment cut sheets, and photometrics - Concept details of site fixtures and equipment. All fixtures and lens shall be vandal resistant - Utility plans, elevations and details, for local governing agency approval - Sanitary sewer flow calculations - Plan to address existing hazardous/contaminated materials, if applicable - Soil erosion and sedimentation control plan for both construction and post occupancy - Calculation of site and disturbed areas - De-watering plan - Service Vehicle Parking locations including Traffic Path Swept Analysis - Horizontal Control Plan - 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	- Define limits/extent of construction area and include temporary fencing plan - Area Traffic Plan, if existing roads/walks are impacted - Site Development Phasing Plan - Construction site access - Staging area and construction/employee parking - Construction Signage - Site details, including landscape/irrigation - Do not plant trees over utilities pipes and conduit - Clearly define pipe sizes and all utilities and customer owned services - Clearly define all points of connections/details for utilities and customer owned services - Review and respond to local government comments on utilities and modifications in right(s)-of-way - Photometric of proposed site lighting - Protection requirements for construction, plantings that are to remain - Horizontal Control Plan

EXHIBIT B
DESIGN PHASE DELIVERABLES

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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
	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	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	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)	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	1. Structural schematic plans 2. Written description, proposed materials, foundation types, design criteria, design loads 3. Maximize spans to achieve free-floor area	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	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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DESIGN PHASE DELIVERABLES

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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 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

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

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

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DESIGN PHASE DELIVERABLES**

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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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ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
	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, ductbank, 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 at 95% CD and 100 % CD

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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 Construction Contractor (including its subcontractors acting through the Construction Contractor), provide the Construction Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the CONSULTANT under this Contract, in AutoCAD file format suitable for use by the Construction 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 Construction Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
- .02 Drainage Compliance Report
- .03 LEED Credits Reports
- .04 Prepare and submit an application for authority to construct and operate all required emissions producing equipment.
- .05 Energy Rebates and Programs Applications

5. POST-CONTRACT SERVICES

- .01 Final Record Drawings 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 the Project and include salary costs, overhead, administration and profit.

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	
CLASSIFICATION	HOURLY RATE
Principal	\$225
Project Architect/Manager	\$180
Architect/Engineer	\$170
Designer	\$165
Specification Writer	\$165
Drafter/CAD Operator	\$120
Work Processor/Clerical	\$85

SUBCONSULTANT'S HOURLY RATES

Subconsultant: Civil Engineer	
CLASSIFICATION	HOURLY RATE
Principal	\$225
Project Architect/Manager	\$202
Architect/Engineer	\$167
Designer	\$145
Specification Writer	\$145
Drafter/CAD Operator	\$130
Work Processor/Clerical	\$79

Subconsultant: Landscape Architect	
CLASSIFICATION	HOURLY RATE
Principal	\$200
Project Architect/Manager	\$140
Architect/Engineer	\$130
Designer	\$140
Specification Writer	\$140
Drafter/CAD Operator	\$100
Word Processor/Clerical	\$70

Subconsultant: Structural Engineer	
CLASSIFICATION	HOURLY RATE
Principal	\$225
Project Architect/Manager	\$170
Architect/Engineer	\$150

Designer	\$125
Specification Writer	\$110
Drafter/CAD Operator	\$110
Word Processor/Clerical	\$75

Subconsultant: Mechanical/Plumbing/Electrical Engineer	
CLASSIFICATION	HOURLY RATE
Principal	\$225
Project Architect/Manager	\$150
Architect/Engineer	\$135
Designer	\$80
Specification Writer	\$75
Drafter/CAD Operator	\$55
Word Processor/Clerical	\$50

Subconsultant: Cost Estimation/Scheduling	
CLASSIFICATION	HOURLY RATE
Principal	\$0
Project Architect/Manager	\$0
Architect/Engineer	\$0
Designer	\$0
Specification Writer	\$0
Drafter/CAD Operator	\$0
Word Processor/Clerical	\$0

Subconsultant: Geotechnical Engineer	
CLASSIFICATION	HOURLY RATE
Principal	\$200
Project Architect/Manager	\$170
Architect/Engineer	\$160
Designer	\$145
Specification Writer	\$90
Drafter/CAD Operator	\$80
Word Processor/Clerical	\$70

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, 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 the OWNER beyond Basic Services and Exhibit D, and the expense of overtime work requiring higher than regular rates.

EXHIBIT D
CBE NO. 606378-22 MILESTONES
LOGANDALE SPORTS COMPLETEX, PHASE II
IMPROVEMENTS

PRE-DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$ 108,600.00
SUBTOTAL	100%	\$ 108,600.00
DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Schematic Design Phase (15%)	10%	\$ \$118,409.50
Design Development Phase, including Public Review Meetings and Land Use Requirements (30%)	10%	\$ \$118,409.50
Construction Documents Phase (60%)	20%	\$ \$236,819.00
Construction Documents Phase (95% thru 100%)	25%	\$ \$296,023.75
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.	10%	\$ \$118,409.50
Bidding Assistance	5%	\$ \$59,204.75
Construction Contract Administration (Equal monthly billing through course of construction period, per Agreement)	15%	\$ \$177,614.25
Project Closeout	5%	\$ \$59,204.75
SUBTOTAL	100%	\$ \$1,184,095.00
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 \$160 per hour, and upon authorization from the Owner.	100%	\$ 50,000.00
SUBTOTAL	100%	\$ 50,000.00
DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)		AMOUNT
30-day load study of existing power capacity in order to determine design.		\$ N/A
Boundary Survey / Topographic Survey : Hard Copy / Electronic Files		\$ 27,000.00
Traffic Study / Hard Copy / Electronic Files		\$ N/A
Drainage Study / Hard Copy / Electronic Files		\$ 18,000.00
Geotechnical Report (_16_) Borings / Hard Copy / Electronic Files		\$ 34,200.00
Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations – Electronic Files		\$ 1,500.00
For new construction: Professional photographs of completed project in electronic format.		\$ 3,000.00
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.		\$ 5,000.00
Reimbursable Expense: 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.		\$ 20,000.00

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).	\$ 1,500.00
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	\$ 50.00
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	\$ 50.00
Reimbursable Expense: Reimbursement of CONSULTANT- paid OWNER expenses, including but not limited to fees for plan check, permit, utilities, etc. as authorized by Owner.	\$ 50,000.00
SUBTOTAL	\$ 160,300.00
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
Logandale Sports Complex, Phase 2: TOTAL	\$ 1,502,995.00

****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: RPM D&C Administrator / Charles Card

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:

PRINCIPAL:

LEED PROJECT ADMINISTRATOR (Accredited by USGBC):

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: Poggeymeyer Design Group

STRUCTURAL ENGINEER: Wright Engineers

MECHANICAL ENGINEER: N/A

ELECTRICAL ENGINEER: TJK Consulting Engineers

LANDSCAPE DESIGN: Southwick Landscape Architecture

INDEPENDENT COST ESTIMATOR (NOT the CONSULTANT): OCMI

CERTIFIED SCHEDULING TECHNICIAN: OCMI

~~REGISTERED ROOFING CONSULTANT:~~

~~INTERIOR DESIGN:~~

SKATEPARK DESIGN: Southwick Landscape Architecture

AQUATIC DESIGN: Southwick Landscape Architecture

GEOTECHNICAL ENGINEER: Ninyo & Moore

LAND SURVEYOR: Ninyo & Moore

**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(CST)

- A. The CONSULTANT is required to employ or retain the services of a CST (Certified Scheduling Technician). The CST shall have at least five years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the same or similar nature as this project.

- B. The CST is required to attend all meetings pertaining to scheduling and progress of the work.
- C. 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.
- D. 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

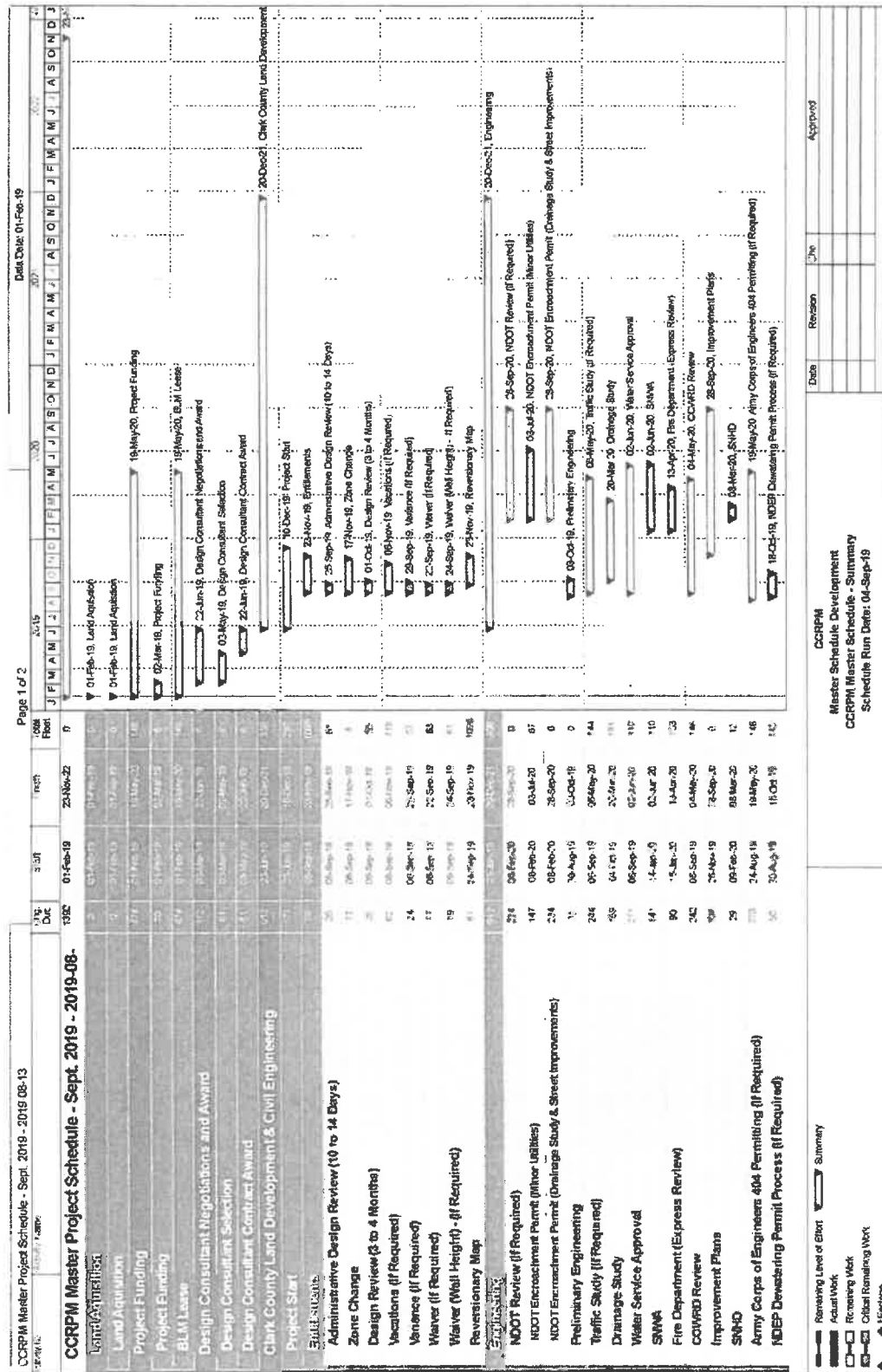
III. DESIGN SCHEDULE MILESTONES

- 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. Schematic Drawings
 - 3. Design Development
 - 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.

F-4



[illegible]

EXHIBIT G
CBE NO. 606378-22
LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS

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'S 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'S 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. 606378-22; LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. 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
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) N/A
	☐ CLAIMS-MADE ☒ 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
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000

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

8. CBE NO. 606378-22; LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS.**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

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. 606378-22, entitled LOGANDALE SPORTS COMPLEX, PHASE II IMPROVEMENTS;
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
ADJUSTMENT OF SERVICES REQUEST
(ASR)**

Project Name	Project No.	Consultant	Date
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.
Prepared By			
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.			
Description			TOTAL
Item 1: Consideration and Compensation For A Mutually Agreed Upon Time Extension			\$100.00
Total			\$100.00
Reasons: {INSERT THIS STATEMENT IF THE CONTRACT DATE HAS ALREADY EXPIRED} This ASR includes a ratification for extension of the contract to revise the "completion of services date" for work that was authorized by RPM D&C to proceed past the previous agreed upon contract end date due to delays, owner changes, design professional oversight, or unforeseen circumstances encountered during the course of implementing the project.			
1. Original Contract Amount:		\$0.00	
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR):		\$0.00	
3. Total Contract Amount To Date (Line #1 + Line #2)		\$0.00	
4. Total Cost of This Adjustment of Services Request (ASR):		\$100.00	
5. New Contract Amount (Line #3 + Line #4):		\$100.00	
DESIGN COMPLETION OF PROJECT			
<u>Design Notice to Proceed Date</u>	<u>Original Design Completion Date</u>	<u>Current Design Completion Date</u>	<u>New Design Completion Date</u>
<u>Original Design Contract Calendar Days</u>	<u>Current Design Contract Calendar Days</u>	<u>This Change Design Contract Calendar Days</u>	<u>New Design Contract Calendar Days</u>
CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)			
<u>Original Contract Completion of Services Date</u>	<u>Current Contract Completion of Services Date</u>	<u>New Contract Completion of Services Date</u>	
It is understood and mutually agreed that the above change in the contract amount is for consideration and compensation for the contract modification described, including all time, direct, and indirect costs due to the modification. 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 Adjustment of Services Requests (ASR), if any, and the Consultant agrees to waive damages due to delay of completion. (CHOOSE ONE OF THE FOLLOWING STATEMENTS) 1.) This includes consideration and compensation for a mutually agreed upon time extension from DATE to DATE for {DESIGN} OR {COMPLETION OF ALL SERVICES} 2.) This includes a mutual agreement that a time extension and compensation for time extension was considered and is <u>not</u> needed for the subject Additional Services Request (ASR).			
Signature: _____ Date _____			
Signature: Design Consultant Name Title Company			
P:\D&C\POLICY AND PROCEDURES WITH FORMS\400 Construction\ADC-402 Change Order Process & Forms\Consultant ASR Form Oct08.xls			
Design & Construction Administrator, Clark County Department of Real Property			
Approved By: Brian Connolly, Assistant Director, Clark County Department of Real Property Management			
Date			

**EXHIBIT J
CONSULTANT PERFORMANCE EVALUATION**

(A) DESCRIPTION <u>DISCIPLINES</u>	(B) EVALUATION 0-10	REMARKS
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-environ 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: _____
