

RFP 607392-24
EXHIBIT B OF THE RFP
PRECONSTRUCTION SERVICES AGREEMENT



together for better

CLARK COUNTY, NEVADA
CMAR PRECONSTRUCTION SERVICES AGREEMENT
RFP NO. 607392-24
PARADISE PARK POOL & WATERSLIDE REPLACEMENT
& BATH HOUSE REFURBISHMENT

THE WHITING-TURNER CONTRACTING COMPANY
NAME OF FIRM
Paul Schmitt, Senior Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6720 Via Austi Parkway, Suite 550 Las Vegas, Nevada 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
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E-MAIL ADDRESS

PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT

THIS CMAR PRECONSTRUCTION SERVICES AGREEMENT (the "Agreement") is made and entered into, effective as of _____ (the "Effective Date"), by and between the County of Clark, a political subdivision of the State of Nevada, (the "County"), and _____ (the "CMAR"). The County and the CMAR are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the County PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT (the "Project"); and

WHEREAS, the County is authorized under NRS 338.1685-338.16995 to contract with a qualified CMAR for an eligible public work following the selection procedures contained therein; and

WHEREAS, the County desires to retain the CMAR who will be responsible for providing services hereinafter set forth below; and

WHEREAS, the CMAR is properly licensed pursuant to NRS Chapter 624 within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree to the following terms, conditions and covenants:

SECTION ONE: CMAR RESPONSIBILITIES**1.1 Description of CMAR Services**

For the compensation set forth in Section 7, the CMAR hereby agrees to perform the preconstruction services set forth in **Exhibit A** (Scope of Services) and to provide the submittals set forth in **Exhibit F** (Required Submittals) attached hereto.

1.2 Designation of CMAR Representative

The CMAR representative is the individual identified in **Exhibit E** (Key Personnel List for Preconstruction Services) (the "CMAR Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement may be performed by the personnel identified in **Exhibit E** (Key Personnel List for Preconstruction Services) provided that such associates, employees, and subcontractors perform under the personal supervision of the CMAR Representative.

If any personnel or sub-consultants who are expected to provide the services required under this Agreement are objectionable to the County for any reason, the CMAR shall, without additional compensation, replace such personnel and sub-consultants with personnel and sub-consultants acceptable to the County.

If the CMAR personnel or sub-consultants are unable to complete their responsibilities for any reason under this Agreement, or the CMAR desires for any reason to substitute personnel or sub-consultant assigned to the Project, the CMAR agrees to obtain the approval of the County for any personnel or sub-consultant substitution. The County shall not unreasonably withhold approval unless the County determines the substitution is not in the best interest of the County or the Project.

If the CMAR fails to make an acceptable replacement within thirty (30) days, the County may terminate this Agreement for default as provided in Section 10.3 of this Agreement.

1.3 Standard of Care

CMAR shall perform its services consistent with the professional skill and care ordinarily provided by CMAR entities in the same or similar locality, under the same or similar circumstances, and on the same or similar type and size of project. The provisions of this section shall survive any termination or completion of this Agreement.

1.4 Correspondence Review

The CMAR shall promptly furnish the County's Representative with copies of each correspondence, if any, sent to the County's designated design consultant involved with the Project, and to any regulatory agencies.

1.5 Cooperation with the County

The CMAR agrees that its officers, associates, employees and sub-consultants will cooperate with the County in providing the services under this Agreement and will be, with advance notice, available for consultation with the County at such reasonable times as to not conflict with the County's other responsibilities.

SECTION TWO: COUNTY RESPONSIBILITIES

2.1 Project Manager

The County shall designate a Project Manager who will function as the County's Representative with respect to this Agreement. The County's Representative shall have authority to define the County's operation-policies with respect to the services of the CMAR. However, the County's Representative is not authorized to change or waive any of the provisions set forth in this Agreement.

2.2 Access to Records

Upon the CMAR's request and without cost to the CMAR, the County shall either provide or make copies available to the CMAR of any documents and data which the County has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The County shall assist the CMAR in obtaining data and documents from public agencies and from private citizens and business firms whenever the County determines that such material is necessary for the completion of the services required by this Agreement.

2.3 Cooperation with CMAR

The County agrees that its officers and employees will cooperate with the CMAR in the performance of this Agreement and will be, with advance notice, available for consultation with the CMAR at such reasonable times as to not conflict with the CMAR's other responsibilities. The County shall provide the CMAR with access to the Project site as may be required to perform the services under this Agreement.

SECTION THREE: CHANGES TO CMAR SERVICES

3.1 Requested Changes

The County may at any time and without notice to the sureties, if any, make changes in the services to be performed by the CMAR under this Agreement by written modification.

3.2 Adjustment of Compensation

The County may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

- (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (a) If any such change causes an increase or decrease in the cost, or the time required for performance of any part of the Work under this Agreement, whether or not changed by the order, the County may make an equitable adjustment in the Agreement price, the delivery schedule, or both, and may modify the Agreement.
 - (b) The CMAR must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the County decides that the facts justify, the County may receive and act upon a proposal submitted before final payment of the Agreement.
 - (c) If the CMAR's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of the disposition of the property.
 - (d) Failure to agree to any adjustment shall be a dispute under Section 10.20; however, nothing in this clause shall excuse the CMAR from proceeding with the Agreement as changed.
 - (e) The CMAR shall provide current, complete, and accurate documentation to the County in support of any equitable adjustment within fourteen (14) calendar days of any request by the County. Failure to provide adequate documentation after a request from the County will be deemed a waiver of the CMAR's right to dispute the equitable adjustment proposed by the County, where such equitable adjustment has a reasonable basis at the time it is determined by the County.

SECTION FOUR: ADDITIONAL PRECONSTRUCTION SERVICES OF CMAR

4.1 Additional Preconstruction Services

For any services not set forth in **Exhibit A** (Scope of Services), the County shall negotiate a contract modification delineating the additional services and the associated firm fixed price based on the hourly rates in the fee schedule set forth in **Exhibit D** (Hourly Fee Schedule for Additional Preconstruction Services).

4.2 Attendance at Meetings or Public Hearings

The CMAR shall notify the County in writing in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the CMAR under this Agreement.

SECTION FIVE: SUB-CONSULTANT AGREEMENT

5.1 Sub-consultant Provisions

If, with the approval of the County as required pursuant to Section 10.7, the CMAR enters into an agreement with a sub-consultant for the performance of any of its obligations under this Agreement, the following provisions shall be included in each subcontractor agreement:

- (i) The CMAR agrees to pay the sub-consultant when paid by the County for that portion of the services provided to the County.
- (ii) The sub-consultant shall have no more rights against the CMAR than the CMAR has against the County.
- (iii) The sub-consultant agrees to be bound by the terms, conditions and obligation of the CMAR Preconstruction Services Agreement between the County and the CMAR, unless the County has approved any deviation, change or modification in writing.
- (iv) The sub-consultant acknowledges that it is not a third party beneficiary of the CMAR Preconstruction Services Agreement between the County and the CMAR.

SECTION SIX: TERM OF AGREEMENT

6.1 Term

This Agreement shall be effective on the Effective Date and shall remain in force and effect until all of the services required by this Agreement are completed, unless terminated earlier pursuant to Section 10.2 or 10.3. Such termination shall not release either party from any of its continuing obligations under this Agreement.

CMAR's services under this Agreement shall be completed in accordance with **Exhibit B** (Preconstruction Services Performance Schedule) unless extended by the County.

The County has the right to extend this Agreement for an additional ninety (90) days from its expiration for any reason.

Neither the completion of the Services nor any earlier termination of this Agreement shall impact any replacement or re-performance of a Nonconforming Service, representations, indemnities, insurance requirements, confidentiality obligations, termination obligations or other obligations which by their own terms are intended to survive the completion of the Services, all of which shall continue in full force and effect after the Term.

6.2 Disputes

This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law. Refer to Section 10.20 Claim or Dispute Resolution.

SECTION SEVEN: COMPENSATION AND TERMS OF PAYMENT

7.1 Compensation: Basic Preconstruction Services

See **Exhibit C** (Preconstruction Services Payment Schedule) for the agreed upon compensation for CMAR Preconstruction Services.

7.2 Compensation: Additional Preconstruction Services

For any services not set forth in **Exhibit A** (Scope of Services), the County shall negotiate a contract modification for a firm fixed price based on the hourly rates in the fee schedule set forth in **Exhibit D** (Hourly Fee Schedule for Additional Preconstruction Services).

7.3 Compensation: Reimbursable Expenses

The CMAR agrees that all direct and indirect expenses are included in the fixed fee for the Basic Services and any modifications executed between the parties thereafter. No reimbursable expenses are authorized.

7.4 Invoice

The CMAR may submit an invoice for payment of the fixed fee as set forth in **Exhibit C** (Preconstruction Services Payment Schedule). The County's Representative will notify the CMAR of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the County's Representative within that time, the CMAR may

expect payment within thirty (30) days from the date of receipt by the County. If payment has not been received within thirty (30) days, the CMAR agrees to contact the County's Representative to resolve any problem for the delay. If the resolution of the delay is not satisfactory to the CMAR, the CMAR may submit a claim pursuant to Section 10.20A.

7.5 Right to Off-Set

The County's Representative may subtract, offset or withhold from any unpaid invoice or amounts due to or to become due to CMAR, any claims which the County may have for failure of the CMAR to comply with the terms, conditions or covenants of this Agreement or any other agreement between County and CMAR, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the CMAR in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the CMAR. The County's Representative shall provide a written statement to the CMAR of the off-set which has been subtracted from any payment to the CMAR along with appropriate documentation and receipts, including any reasonable estimates, and a description of the failure, error or deficiency attributed to the CMAR. If the CMAR disputes the right or amount of the off set made by the County, the CMAR may file a claim pursuant to Section 10.20 of this Agreement.

7.6 Final Payment

Upon completion of the services required under this Agreement, and acceptance thereof by the County (which acceptance will not be unreasonably withheld), the CMAR will, within thirty (30) days of the County's acceptance, be paid the balance of any money due for such services. Unless CMAR provides written notice of any unresolved claims existing as of the time of the application for Final Payment, acceptance of Final Payment by CMAR shall act as a waiver of any and all claims for additional compensation or an extension of time, or both.

SECTION EIGHT: PRECONSTRUCTION SERVICES PERFORMANCE SCHEDULE

8.1 Preconstruction Services Performance Schedule

The CMAR shall perform and complete the services required under this Agreement according to the schedule ("Preconstruction Services Performance Schedule") set forth in **Exhibit B**. If the performance of services is delayed in the time period outlined in **Exhibit B**, the CMAR shall notify the County's Representative in writing of the reasons for the delay and include a plan which brings the CMAR performance into compliance with the Preconstruction Performance Schedule.

SECTION NINE: AUDIT: ACCESS TO RECORDS

9.1 Records

The County shall have the right to audit the CMAR books, records and other documents directly pertinent to the performance of this Agreement. The CMAR agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The CMAR shall also maintain the financial information and data used to prepare or support the invoices submitted to the County. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the County, or its designated representative. The County, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The CMAR will provide proper facilities for such access and inspection.

9.2 Disclosure

The CMAR shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the CMAR.

9.3 Period of Maintenance

The books, records and other documents under Sections 9.1 and 9.2 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 Subcontract Provisions

The CMAR agrees to include Sections 9.1 through 9.3 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN: MISCELLANEOUS PROVISIONS

10.1 Right of Suspension

The County may, without cause, order the CMAR in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the County. An adjustment to the compensation or the Term of the Agreement may be made for the change in the cost or time of performing the Agreement caused by the suspension, delay, or interruption.

No adjustment shall be made to the extent that:

- (i) The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CMAR is responsible; or
- (ii) An equitable adjustment is made or denied under another provision of the Contract Documents, or
- (iii) The CMAR could have mitigated the increase in cost to perform the Contract.

10.2 Termination for Convenience

The County reserves the right to terminate this Agreement without cause or default on the part of the CMAR with ten (10) days' prior written notification to the CMAR. Notification of the CMAR is deemed to have occurred on the date that the County either:

- (i) faxes a copy of the notice to the CMAR to the fax number provided in the Section entitled "Notice" of the Agreement, or
- (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement.
- (iii) In the event of termination, without cause or default, the County agrees to pay to the CMAR the reasonable value for the services performed as of the date that notification of termination is received by the CMAR. In no event shall the County be liable to the CMAR for services in excess of the percentage completed at the time of termination.

10.3 Termination for Cause

A. Default

The occurrence of any of the following events shall constitute a default by the CMAR hereunder (herein "Event of Default"):

- (i) the CMAR defaults in the due observance and performance of any term, condition or covenant contained in this Agreement;
- (ii) the CMAR (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the CMAR for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the CMAR for the purpose of effecting any of the foregoing;
- (iii) any warrant, execution or other writ is issued or levied upon any property or assets of the CMAR and continues unvacated and in effect for a period of thirty (30) days; or
- (iv) the CMAR, in the judgment of the County, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement; and
- (v) the default is continuing five (5) days after written notice is given to the CMAR pursuant to Section 10.1.

B. County's Rights

Upon the occurrence of an Event of Default the County may, without prejudice to any other right or remedy it may have at law or equity:

- (i) Terminate this Agreement, suspend payment of all pending invoices otherwise due to the CMAR hereunder, and finish this Agreement by such means as deemed appropriate by the County, reserving the right to deduct from any balance due CMAR the cost of completing this Agreement. In the event the cost of finishing the CMAR performance of this Agreement exceeds the balance due the CMAR, the excess shall be paid by the CMAR to the County within five (5) days of invoicing by the County, or
- (ii) Terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the CMAR except for the reasonable value for the services performed to the date of termination.

In the event that the County elects to implement (i) above, and at the request of CMAR, the costs and expenses of completion of this Agreement shall be computed and audited by an individual identified by the County who is independent of the process. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the CMAR.

10.4 Ownership of Documents

- A. Except for Design Professionals, Consultants and sub-consultants regulated under NRS Chapter 625, any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) prepared or assembled by the CMAR or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the County. In the event of completion or termination of this Agreement, the County reserves the right to require delivery of any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) not in its possession. The CMAR shall be entitled to retain a reproducible copy of such test results, evaluations, reports, plans, drawings, specifications, studies and other documents furnished to the County.
- B. The test results, evaluating reports, plans, drawings, specifications, studies or other documents (including magnetic or electronic media) which are given, prepared or assembled by the CMAR or subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the County. Except for marketing pamphlets and submittals to clients, the CMAR shall not publish, submit for publication, or publicly display the Project without the written consent of the County.

10.5 Insurance

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

10.6 Indemnity

Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the CMAR shall defend, indemnify and hold the County, its Board of Commissioners, officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, its employees, subcontractors, agents or anyone employed the CMAR's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the CMAR shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CMAR, its employees, subcontractors or agents, for and against which the CMAR is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the CMAR of its obligation of indemnification set forth herein. If the CMAR or the CMAR's insurer fails to defend the Indemnitees as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the CMAR is adjudicated by the trier of fact to be liable, the CMAR agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the CMAR. As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the County or the CMAR, as applicable, in furtherance of the contract or the public work to which the contract pertains.

The provisions of this section shall survive any termination or completion of this Agreement.

10.7 Assignment

The County and the CMAR each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the CMAR shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the County. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

10.8 Waiver

No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the County or the failure of the County to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the CMAR of any of its obligations hereunder.

10.9 CMAR Warranties

The CMAR hereby represents and warrants:

- (i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the State of Nevada.
- (ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.
- (iii) That its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement.

10.10 CMAR Employees

The CMAR shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the CMAR fails to remove any employee from the Work of this Agreement whom the County deems incompetent, careless or insubordinate, or whose continued employment on the Work is deemed by the County to be contrary to the public interest, the County reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 Independent Contractor

It is hereby expressly agreed and understood that in the performance of the services required herein, the CMAR 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, CMAR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by CMAR in the performance of the services hereunder. CMAR 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.

10.12 Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 Compliance with Laws

The CMAR shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 Severability

In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality

The CMAR shall treat the information relating to the Project, which has been produced by the CMAR or provided by the County, as confidential and proprietary information of the County and shall not permit its release to other parties or make any public announcement or publicity release without the County's written authorization. The CMAR shall also require each subcontractor to comply with this requirement.

10.16 Site Inspection

The CMAR represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the CMAR compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 Modification

All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice

Any written notice required to be given under Sections 1.1 through 10.48 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

County: Clark County Government Center
Attn: Purchasing Manager
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155

CMAR: The Whiting-Turner Contracting Company
Attn: Paul Schmitt
6720 Via Austi Parkway, Suite 550
Las Vegas, Nevada 89119

10.19 Prohibition Against Contingent Fees

The CMAR warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the CMAR, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 Claim or Dispute Resolution

A. Notice of Claim or Dispute

For each claim or dispute which the CMAR has against or with the County (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice of the claim must be submitted in writing to the County's Representative within thirty (30) days after the claim or dispute arises. The purpose of written notification is to place the County on notice so that proper measures can be taken to properly consider the claim, and if necessary, defend against the claim or dispute, and the failure to give such notice shall preclude the CMAR from subsequently mediating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the CMAR shall have no further recourse against the County. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the CMAR shall proceed diligently with the performance of this Agreement.

B. Resolution by Management

The County's Representative and the CMAR Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the County's Representative and the CMAR Representative, the claim or dispute shall be decided by the Director of Public Works, Parks & Recreation whose decision shall be reduced to writing and mailed or otherwise furnished to the CMAR. The decision of the Director shall be final and conclusive unless, within thirty (30) days after the date on which the CMAR receives its copy of such decision, the CMAR mails or otherwise furnishes to the Director a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the CMAR from proceeding any further on the claim or dispute, and the CMAR shall have no further recourse against the County.

C. Resolution by Mediation

Upon receipt of the request to mediate authorized pursuant Section 10.3B or Section 10.20B, the County and the CMAR shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court,

Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. Right of Judicial Action

Any claim, dispute, or other matter in question between the parties concerning any provisions of this Agreement that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 Attorney Fees

The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 Calendar Day

All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 Counterpart Signatures

This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.24 Exhibits

All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement.

10.25 Submission of Documents

At the time of Guaranteed Maximum Price (GMP) submittal, CMAR shall (a) provide the County with a list of the labor or portions of the work which are estimated by the CMAR to exceed one percent (1%) of the estimated cost of the public work; (b) identify each subcontractor who is to provide labor or a portion of the work which is estimated by the CMAR to exceed one percent (1%) of the estimated cost of the public work in accordance with NRS 338.16991 and 338.16995 and provide the names of each selected subcontractor to the public body on the Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work; **Exhibit G**; and (c) provide a description of the labor or portion of the work that the prime contractor will self-perform, or provide a statement that the CMAR will perform all work other than that being performed by a subcontractor listed pursuant to (b).

10.26 County's Right to Replace Subcontractor

If the County objects to a subcontractor identified during the selection process, the CMAR shall change the subcontractor and be compensated for any change in costs resulting from the replacement.

10.27 Non-Discrimination and Fair Employment Practices

A. Discrimination

The County is committed to promoting full and equal business opportunity for all persons doing business in Clark County, Nevada. The CMAR acknowledges that the County has an obligation to ensure that public funds are not used to subsidize private discrimination. CMAR recognizes that if the CMAR or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other legally protected status, the County may declare the CMAR in breach of contract and terminate the Contract.

B. Fair Employment Practices

In connection with the performance of work under this Contract, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or gender expression, age, disability, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CMAR further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a CMAR shall constitute a material breach of this Contract

10.28 Employment of Unauthorized Aliens

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

10.29 No County Employee Benefits or Rights

CMAR acknowledges that CMAR and any subcontractors, agents or employees employed by CMAR 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 CMAR or any of its officers, employees or other agents.

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

CMAR will not produce a work product or provide Preconstruction services, which violates or infringes on any copyright or patent rights, or violates any Federal, State, and Local Statutes, codes, ordinances, or resolutions, or regulations. County's review, approval, acceptance, or payment for any of CMAR'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CMAR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to County caused by CMAR'S performance or failures to perform under this Contract. County's review, approval, acceptance, or payment for any of the services performed by CMAR shall not be construed as a waiver of any rights of County under this Contract.

Prior to each design submittal, CMAR shall check all documents. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All cost associated with the re-submittal shall be borne by the CMAR.

10.31 Staff Availability

CMAR 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.

CMAR 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.

10.32 Disclosure of Ownership/Principals

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

10.33 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.

10.34 Change of Ownership / Key Personnel

CMAR shall notify County in writing thirty (30) days prior to any change in ownership of CMAR 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 CMAR and other key personnel, listed in CMAR'S response to the Request for Proposal submitted prior to receiving this Contract. County has the option to either approve or disapprove any proposed alternate personnel related to the PROJECT. If CMAR 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 CMAR 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.

10.35 Covenant Against Contingent Fees

CMAR 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.

10.36 Gratuities

A. County may, by written notice to CMAR, terminate this Contract if it is found after notice and hearing by County that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CMAR or any agent or representative of CMAR to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

B. In the event this Contract is terminated as provided in paragraph 1 hereof, County shall be entitled:

- (i) to pursue the same remedies against CMAR as it could pursue in the event of a breach of this Contract by CMAR; and

- (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by County) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CMAR in providing any such gratuities to any such officer or employee.

C. The rights and remedies of County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.37 Covenant

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

10.38 Confidential Treatment of Information

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

10.39 ADA Requirements

All work performed or services rendered by CMAR 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.

10.40 Subcontractor Information

CMAR 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 I**). The information provided in **Exhibit I** by CMAR is for County's information only.

10.41 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.

10.42 Force Majeure

CMAR 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. CMAR shall provide County satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

10.43 Non-Endorsement

As a result of the selection of CMAR to supply goods or services, County is neither endorsing nor suggesting that CMAR's service is the best or only solution. CMAR 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.

10.44 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.

10.45 Companies that Boycott Israel

CMAR 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.

10.46 Time

Time shall be of the essence of this Agreement and the CMAR agrees to satisfactorily complete all preconstruction services and work within the time limits established in the incorporated documents. Failure to comply with the time schedule set forth in this Agreement shall be deemed adequate cause for termination of this Agreement.

10.47 Obligation Limitation

County and CMAR mutually agree that the fee described herein is for Pre-Construction services only and in no manner obligates the County to enter into a GMP construction contract with the CMAR.

10.48 Examination of Documents:

Execution of this Agreement by the CMAR constitutes the CMAR's representation that they have examined the contents of all contract documents, including the CMAR General Conditions of the Contract that they have read and understands the same, and specifically agrees to be bound thereby

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the Effective Date.

COUNTY:


CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

CMAR:

THE WHITING-TURNER CONTRACTING COMPANY

By:  _____
PAUL SCHMITT
Senior Vice President

03/03/2025

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: *Sarah Schaerrer* 03/10/2025
Sarah Schaerrer (Mar 10, 2025 14:45 PDT)
SARAH SCHAERRER
Deputy District Attorney

DATE

EXHIBITS OF THE PRECONSTRUCTION SERVICES AGREEMENT

The following exhibits are incorporated into the Agreement for preconstruction services as noted below:

Exhibit A	Scope of Services	
Exhibit B	Preconstruction Services Performance Schedule	
Exhibit C	Preconstruction Services Payment Schedule	
Exhibit D	Hourly Fee Schedule for Additional Preconstruction Services	
Exhibit E	Key Personnel List for Preconstruction Services	
Exhibit F	Required Submittals	
Exhibit G	Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work	To be completed at time of GMP submittal
Exhibit H	Insurance Requirements	
Exhibit I	Subcontractor Information	

**EXHIBIT A
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 607392-24
SCOPE OF SERVICES**

PROJECT IDENTIFICATION:

Project Name: Paradise Park Pool & Waterslide Replacement & Bathhouse Refurbishment
Project Addresses: Paradise Waterpark
4775 McLeod Drive
Las Vegas, Nevada 89121

RPM Project No.: RP. G0225007

BACKGROUND:

Paradise Park originally built in 1964 included an olympic size pool on the Southwest portion of the parks footprint. In 2000, to keep up with community leisure needs a new 7,200 sq. ft. pool was constructed. The new pool amenities included new bathhouses complete with showers and changing stations, a play structure for the younger patrons to enjoy and a new water slide for all ages. Fast forward to 2024, 24 years later the pool has reached its life expectancy. Efforts to revamp the water park were undermined when a new geotechnical report ascertained significant and concerning data relaying silty subgrades, soil saturation and actual pool shell movement, shrinkage and heaving of the pool deck. To keep up with the County's growing needs Paradise Water Park will undergo an extensive renovation. The revamp will include complete demolition of the existing pool, remodeling of the existing bath houses, and new associated equipment. The new design includes:

- 18,800 sq. ft. pool and deck.
- 2,400 sq. ft. bath house renovation
- 1,400 sq. ft. pool equipment building.
- New LED lighting retro kits

This new design renews the life of the pool and allows for exciting new amenities for the community.

Pool

The pool scope includes full demolition of existing pool shell and surrounding decking; recompaction and subgrade repairs. New plumbing, surge tank, pumps, filters, plumbing lines and associated appurtenances. New gunite shell, tile, plaster, decking and deck drains.

Equipment Building

The existing equipment building will remain and interior elements will be removed to prepare for the new equipment to service and operate the new pool. The new equipment room will include all new equipment including pumps, filters, boiler, chemical controllers and backwash controllers.

Bathhouse

The existing bathhouse structure will remain. Demolition includes removal of plumbing fixtures, lighting fixtures, flooring, wall tiles, entry doors and frames. Includes build back with new partitions and fixtures for: plumbing and floor and wall tiles. Repaint interior walls. Bathroom Floor Epoxy, Light Fixture Upgrade to LED: Retrofit existing bathroom fixtures to LED in both bathrooms and outdoor communal shower lighting

Bathhouse Refurbishment: Women's~ (100sf) outdoor communal showers, (1) entry door and frame, (1) ADA bathroom stall, (6) bathroom stalls, (1) private shower, (1) ADA shower stall, and (3) sinks.

Bathhouse refurbishments: Men's ~ (100sf) outdoor communal shower, (1) entry door and frame, (1) ADA bathroom stall, (4) urinals, (1) private shower stall, (1) ADA shower stall, (3) sinks.

Slide Tower

The outdated slide tower has already been demolished and has a new design that is ready to be integrated into the new pool design to compliment and fit the new pool layout.

With these enhancements the Clark County Parks Department will thrive in an otherwise passé community and bring life to the area.

SCOPE OF WORK FOR PRECONSTRUCTION SERVICES:

In consideration of the mutual covenants and conditions provided herein, COUNTY does hereby employ CMAR to perform Preconstruction Services, and CMAR agrees to expeditiously perform such services for the reference project. The scope of CMAR's Preconstruction Services includes, but is not limited to the following;

GENERAL REQUIREMENTS/CONDITIONS

1. Comply with General Conditions/Requirements.
2. Distribution of documents to potential bidders, coordination of pre-bid conferences and bid openings, and determination of the best bids in each category. Prior to issuing requests for proposals to subcontractors, CMAR shall provide COUNTY with a copy of CMAR'S request for subcontractor proposals, including the form that the subcontractors must utilize to submit their proposals, along with all associated instructions.
3. Development of multiple GMP Proposals based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with COUNTY. Along with the GMP Proposals, CMAR shall submit a bound set of documents that includes all subcontractor proposals for which the estimated value is at least 1% of the total cost of the public work, or \$50,000, whichever is greater, and narratives as necessary to describe any changes to the submitted subcontractor proposals.
4. Work with COUNTY in the enhancement of Division 01 General Requirements

PRECONSTRUCTION COORDINATION:

5. CMAR shall participate in regularly scheduled design progress/construction document development review meetings with the CONSULTANT and COUNTY.
6. Development of questions, review comments, suggestions, and cost estimates at and throughout each of the stipulated phases of GMP design/construction document development: 95% and GMP.
7. Assessment and advisement regarding schedule impacts related to long lead submittals and long lead equipment procurement. Coordinate with Owner & Architect to develop phasing and GMP breakdown.
8. Provide Preconstruction Construction Schedule for GMPs. Construction schedule shall describe phasing of work to meet COUNTY's needs. Provide a plan showing how CMAR plans to maintain the project schedule and steps showing how a typical recovery schedule plan would be developed and processed.
9. CMAR will monitor and price all scope change suggestions during the design/construction document development phase.
10. Development of constructability and value engineering suggestions at each design development phase of design (95%), including final CMAR constructability and value engineering suggestions based upon 100% Construction Documents. CMAR constructability and value engineering suggestions shall be based on relevant first cost, life cycle cost, schedule impact, and constructability issues.
11. Coordinate with the CONSULTANT and OWNER in the development of the construction phasing and GMP breakdown plans. CMAR shall review CONSULTANT and COUNTY provided phasing schedule & plans, suggest changes, alterations, and/or improvements that are in COUNTY's best interest. Final Phasing plan from CMAR shall be reviewed & approved by CONSULTANT and OWNER prior to GMP submittals.
12. Assistance with developing bid alternates as may be appropriate to accommodate the project budget and the current cost estimates.

13. CMAR assessment and assistance with CONSULTANT provided design schedule for Preconstruction services. Participate in the preparation of design schedule with CONSULTANT and COUNTY. Identify critical design decision dates with CONSULTANT.
14. CMAR shall certify final contract documents prior to GMP submittals. Certification indicates CMAR has reviewed all contract documents for constructability, scheduling, and quality and that no additional information is required for GMP(s) and COUNTY-CMAR Construction Agreement award.
15. Assistance with identifying and reconciling differences between third party cost estimating consultant's and/or CONSULTANT's cost estimates and CMAR'S cost estimates.
16. CMAR shall utilize Virtual Construction and Building Information Modeling (BIM) throughout the design and construction process.

SUBCONTRACTOR PARTICIPATION:

17. CMAR shall employ subcontractors for each trade as appropriate to the project scope.
18. CMAR advertisements, pre-qualification procedures, and contracts with all subcontractors for GMP construction services shall be conducted in accordance with NRS Sections 338.16991, 338.16995 and all other applicable statutes with regards to soliciting and contracting with subcontractors for a CMAR project, and 338.01165. Advertisement for subcontractor applications must comply with NRS 338.1385 (1) (a). Subcontractor qualifications and involvement shall also be coordinated as described in Request for Proposals 'Project Implementation Plan.'
19. CMAR shall develop potential bidder lists for all trades where the estimated value of the subcontract is at least 1% of the total cost of the public work, or \$50,000, whichever is greater. The complete list of subcontractors that CMAR intends to solicit bids from for GMP construction services shall be provided to COUNTY prior to issuing the request for proposals to subcontractors. CMAR must comply with NRS 338.1696.
20. CMAR shall coordinate the date and time of the bid opening with COUNTY to ensure that COUNTY is represented at the bid opening. CMAR shall provide COUNTY with a bound copy of all documentation submitted by subcontractors and suppliers immediately after the bid opening concludes. The bound copy shall also include CMAR'S summary tabulation of the bid results.
21. Coordination of input and questions from subcontractors with regard to the project scope described herein.
22. CMAR shall review all subcontractor proposals to determine completeness of scope, adherence to project schedule, and commitment to quality and safety before making the final recommendation to COUNTY. CMAR'S recommendation shall be based on what is deemed to be the best value for COUNTY.
23. CMAR shall employ appropriate subcontractors and require appropriate subcontractors to attend and participate in regularly scheduled design progress/construction document review meetings with CONSULTANT and COUNTY to provide ongoing input with respect to constructability, construction cost, construction duration, sequence of construction, and construction means and methods.

PRECONSTRUCTION FIELD INVESTIGATION:

24. CMAR shall furnish all materials, equipment, permits, and labor required in order to conduct destructive and non-destructive investigations, with participation by appropriate subcontractors, of all existing site and building conditions, and all off-site conditions as appropriate for each project. CMAR must comply with NRS 338.16935.

DELIVERABLES INCLUDE BUT ARE NOT LIMITED TO:

25. CMAR shall provide cost estimates for GMP pricing at each of the stipulated phases of design/construction document development: 95%, GMP to follow.
26. CMAR shall include a general cashflow projection along with each cost estimate.
27. Anticipated Schedules reflecting project phasing for each GMP and for overall Project.

**EXHIBIT B
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 607392-24
PERFORMANCE SCHEDULE**

PROJECT IDENTIFICATION:

Project Name: Paradise Park Pool & Waterslide Replacement & Bathhouse Refurbishment
Project Addresses: Paradise Waterpark
4775 McLeod Drive
Las Vegas, Nevada 89121

RPM Project No.: RP. G0225007

PROPOSED TIMELINE:

Preconstruction services will commence upon Notice to Proceed and are estimated to last a minimum of 6 months.

COUNTY anticipates ongoing Preconstruction services throughout the duration of the Project.

CMAR TENTATIVE PROJECT SCHEDULE	
Project Name:	Paradise Park Pool & Waterslide Replacement & Bathhouse Refurbishment
Project Location:	4775 McLeod Dr, Las Vegas, NV 89121
Project No:	RP. G0225007
Anticipated Contract for Preconstruction Services Award	March 2025
Preconstruction Kickoff Meeting	10 Days
Preconstruction Services Design Notice to Proceed Date (START)	TBD
Initial Document Evaluation Period	TBD
Deadline for 95% Construction Document Cost Estimate	TBD
Construction Document Development Period	TBD
Deadline for Final GMP Proposal	TBD
Anticipated GMP Proposal Negotiation & Review Period	TBD
Anticipated GMP Approval Date	TBD
Total Anticipated Preconstruction Services Days	14 Days
Delivery of multiple GMP's is expected for completion of all services. The 180 Days listed above represents anticipated level of effort expected in order to receive all GMPs for completion of all services. These days do not necessarily represent a timeframe for completion of all preconstruction services. Staring & Completion of all services will be determined based on approved schedule. CMAR is to provide a detailed schedule including at minimum, a line item for each of the milestones and review/design durations listed above for each GMP.	
Anticipated County Administrative (BCC Prep) Period	Dec 2024-Jan 2025
Anticipated BCC Agenda Date:	February 2025
Anticipated Insurance and Bonds Submittal:	10 Days
Anticipated GMP Contract Award:	March 2025
Construction Notice to Proceed:	April 2025

Anticipated Multi-Phased Construction Duration	1 year
Certificate of Final Completion/Completion of all Services	May 25, 2026

**EXHIBIT C
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 607392-24
PAYMENT SCHEDULE**

PROJECT IDENTIFICATION:

Project Name: Paradise Park Pool & Waterslide Replacement & Bath House Refurbishment
Project Addresses: Paradise Water Park
4775 McLeod Drive
Las Vegas, Nevada 89121

RPM Project No.: RP. G0225007

PROPOSED PAYMENT SCHEDULE:

95% CD review & schedule	
GMP 1:Pool Demolition	
GMP 2: Long Lead Items	
GMP 3: Pool Build Back	

(TO BE COMPLETED BY CMAR PRECONSTRUCTION SERVICES FIRM ONLY)

CMAR HOURLY RATES:

CMAR PRECONSTRUCTION SERVICES PERSONNEL (INCLUDES KEY PERSONNEL)

[illegible]

**EXHIBIT E
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 607392-24
KEY PERSONNEL LIST**

PROJECT IDENTIFICATION:

Project Name: Paradise Park Pool & Waterslide Replacement & Bath House Refurbishment
Project Addresses: Paradise Waterpark
4775 McLeod Drive
Las Vegas, Nevada 89121

RPM Project No.: RP. G0225007

KEY PERSONNEL:

ROLE	NAME	EMAIL ADDRESS	OFFICE NUMBER	CELL PHONE NUMBER
Preconstruction Manager	Henry Borges	henry.borges@whiting-turner.com	702-650-0700	808-260-3009
Lead Estimator	Henry Borges	henry.borges@whiting-turner.com	702-650-0700	808-260-3009
Project Manager	Daisy Chavarria	daisy.chavarria@whiting-turner.com	702-650-0700	702-301-1011
Superintendent	Brad Thomas	brad.thomas@whiting-turner.com	702-650-0700	702-595-3406
Schedule	JT Hoppins	jt.hoppins@whiting-turner.com	702-650-0700	702-338-4596
Other:	Joe Swanson	joe.swanson@whiting-turner.com	702-650-0700	702-429-6649
Other:	Zac Crane	zac.crane@whiting-turner.com	702-650-0700	702-604-9216
Other:				

EXHIBIT F
PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT

Left intentionally blank

EXHIBIT G
LISTING OF WORK ESTIMATED BY CMAR TO EXCEED 1% OF COST OF PUBLIC WORK

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EXHIBIT H
PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT
INSURANCE REQUIREMENTS

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

- A. **Format/Time**: CMAR shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage**: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. CMAR 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation**: CMAR 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically CMAR'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, CMAR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, CMAR 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 CMAR and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability**: CMAR shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation**: CMAR shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CMAR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that CMAR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage**: If CMAR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CMAR to stop the work, declare CMAR in breach, suspend or terminate the Contract.
- L. **Additional Insurance**: CMAR is encouraged to purchase any such additional insurance as it deems necessary.

- M. **Damages:** CMAR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CMAR, their subcontractors or anyone employed, directed or supervised by CMAR.
- N. **Cost:** CMAR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by CMAR'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CMAR'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (I) Policy Number
 - (J) Policy Effective Date
 - (K) Policy Expiration Date
 - (L) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (M) Policy Number
 - (N) Policy Effective Date
 - (O) Policy Expiration Date
 - (P) Aggregate (\$1,000,000)
 8. Description: RFP Number and PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT (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

Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

8. RFP.607392-24; PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT

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

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE 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 RFP No. 607392-24, entitled PARADISE PARK POOL & WATERSLIDE REPLACEMENT & BATH HOUSE REFURBISHMENT
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

EXHIBIT I
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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