



together**for**better

CLARK COUNTY, NEVADA

CBE 607854-25

RP.B0123067

CLARK COUNTY REHABILITATION CENTER

GENSLER ARCHITECTURE, DESIGN & PLANNING P.C. DBA GENSLER
NAME OF FIRM
KEVIN HEINLY, REGIONAL MANAGING PRINCIPAL
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3883 HOWARD HUGHES PARKWAY SUITE 650 LAS VEGAS, NEVADA 89169
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 893-2800
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
KEVIN_HEINLY@GENSLER.COM
E-MAIL ADDRESS

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This Agreement is made and entered into this _____ day of _____ 2026, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and Gensler Architecture, Design, & Planning, P.C. dba Gensler (hereinafter referred to as CONSULTANT), for Clark County Rehabilitation Center, (hereinafter referred to as PROJECT).

WITNESSETH:

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 Agreement.

WHEREAS, COUNTY requires Professional Services; and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

SECTION I: TERM OF AGREEMENT

COUNTY agrees to retain CONSULTANT for the period from date of award through December 31, 2028.

This Agreement shall apply to the associated Task Order (TO) agreed to between parties within the term of this Agreement until completion of the scope of work within individual TO. The agreed TO and Agreement form a Professional Service Agreement (AGREEMENT). This AGREEMENT represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY shall compensate the CONSULTANT for the services described in a TO.

Reimbursable expenses include permitting and other fees required by authorities having jurisdictions over the Project; and which are specifically requested by the COUNTY with evidence of actual costs incurred by the CONSULTANT.

Reimbursable expenses do not include: transportation and out-of-town travel and subsistence; long distance services, dedicated data and communication services, teleconferences, websites, and extranets; printing, reproductions, plots, and standard form documents; postage, handling, and delivery; expenses of overtime work requiring higher than regular rates; presentation materials; taxes levied on professional services; site office expenses; and other similar Project-related expenditures.

Renderings, physical models, mock-ups, professional photography will, if necessary, be indicated as a supplemental service to the basic services as outlined in the TO.

B. Progress Payments

Unless otherwise agreed, payments for services provided pursuant to a TO shall be made monthly in proportion to services performed. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Exhibit D - Compensation.

C. Terms of Payments

1. Each invoice received by COUNTY must include a progress report based on actual work performed to date in accordance with the completion of tasks indicated in the TO.
 - a. COUNTY'S representative shall notify CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONSULTANT must submit a new invoice for the undisputed amount. Upon mutual resolution of the disputed amount CONSULTANT will submit a new invoice for the agreed to amount and payment will be made.

2. 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.
3. 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.
4. COUNTY shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT'S negligence, resulting from or arising out of errors or omissions in CONSULTANT'S work products, which have not been previously paid to CONSULTANT.
5. COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and/or meets milestones.
6. Invoices shall be submitted to: RPMDCinvoices@clarkcountynv.gov
7. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. CONSULTANT may be provided information on how to enroll at time of award.
8. If the payment is not made within thirty (30) calendar days of receipt of invoice, 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.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire AGREEMENT and the specific TO, and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated below.
2. Notwithstanding any other provisions of this AGREEMENT, this AGREEMENT 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 AGREEMENT is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to CONSULTANT. Neither party shall be liable to the other for indirect or consequential damages, including but not limited to loss of profits, financing or lease costs, loss of reputation, or other indirect damages.

E. 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 AGREEMENT 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.

In any event, either party shall not withhold payments and/or services to the other party pertaining to a TO in dispute.

SECTION III: SCOPE OF WORK

CONSULTANT to provide professional services as applicable and further defined in the TO.

SECTION IV: TASK ORDER

Under this AGREEMENT the CONSULTANT may, at the COUNTY'S discretion be assigned a TO. COUNTY is not required to issue any TO'S under this AGREEMENT.

TO'S will be negotiated on a case-by-case basis, based on this AGREEMENT. Upon successful negotiation of a TO, COUNTY will issue a purchase order.

CONSULTANT shall perform services set forth in the associated TO consisting of specific professional services. Each TO shall state the name, location, and detailed description of the project; describe the CONSULTANT'S services, state the CONSULTANT'S compensation, and list the attachments and exhibits incorporated by reference.

SECTION V: AMENDMENTS TO THE AGREEMENT

This Agreement may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION VI: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Agreement. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONSULTANT shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this AGREEMENT shall be performed by the Manager, or by CONSULTANT'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANTS be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this AGREEMENT for default.
- C. CONSULTANT has, or will, retain such employees as it may need to perform the services required by this AGREEMENT. Such employees shall not be employed by COUNTY.
- D. CONSULTANT agrees that its officers and employees will cooperate with COUNTY in the performance of services under this AGREEMENT and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. CONSULTANT will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. CONSULTANT shall perform its services consistent with professional skill and care ordinarily provided by CONSULTANT practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and orderly progress of the services provided pursuant to any Professional Service AGREEMENT.
- G. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Americans with Disabilities Act Accessibility Guidelines, Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this AGREEMENT.

3. It shall be the duty of CONSULTANT to exercise usual and customary care that all services and products of its effort are technically sound and in conformance with all pertinent Americans with Disabilities Act Accessibility Guidelines, Federal, State and Local statutes, codes, ordinances, resolutions and other regulations, including, but not limited to, NRS 338.180. 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.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this AGREEMENT, whichever comes first, provided COUNTY has fulfilled all of its obligations to CONSULTANT, including payment of all amounts due. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.
- J. Without the COUNTY'S knowledge and consent, CONSULTANT shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to this AGREEMENT or the TO.
- K. CONSULTANT shall coordinate its services with those services provided by the COUNTY and the COUNTY'S consultants. CONSULTANT shall be entitled to rely on the accuracy and completeness of the services and information furnished by COUNTY and COUNTY'S consultant. CONSULTANT will be responsible to verify the accuracy of observable information, site conditions, or data supplied by COUNTY. However, Consultant shall not be required to conduct any independent calculations, investigations or independently verify any information provided that cannot be verified based on observable site conditions.
- L. CONSULTANT shall provide prompt written notice to COUNTY if CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.
- M. Nothing contained in this AGREEMENT, TO, or otherwise, shall create any contractual relation between COUNTY and any sub-consultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its sub-consultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT'S obligation to pay its sub-consultant(s) is an independent obligation from COUNTY'S obligation to make payments to CONSULTANT.
- N. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by COUNTY, except that which is expressly identified in the TO.
- O. CONSULTANT shall pay its sub-consultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.
- P. All subcontracts entered into as a result of this AGREEMENT, or the TO shall contain all the provisions stipulated in this AGREEMENT to be applicable to sub-consultants.
- Q. CONSULTANT shall return any original data provided by COUNTY within thirty (30) days of completion of TO.
- R. CONSULTANT acknowledges that CONSULTANT and any sub-consultants, 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.

- S. Prior to any submissions to COUNTY, CONSULTANT shall check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of previous progress submission comments, and coordination within and between design disciplines. Each submission shall be in accordance with the appropriate requirements established in each TO. Incomplete or insufficient submissions shall be rejected. All costs associated with the re-submission shall be borne by the CONSULTANT.
- T. In accordance with the Immigration Reform and Control Act of 1986, CONSULTANT agrees that it will verify the identity and employment eligibility of anyone employed under this AGREEMENT.
- U. In all work produced under this AGREEMENT, CONSULTANT shall comply with NRS.338.140. CONSULTANT shall evaluate, present and review through the design progress, options for selecting items, products, materials, and equipment which are commercially available, in standard production and economically efficient which shall meet COUNTY'S TO budget.
- V. COUNTY has the option to either approve or disapprove any proposed alternate personnel related to the TO. If CONSULTANT fails to notify COUNTY of key personnel changes, COUNTY may terminate the TO for default.
- W. CONSULTANT shall be responsible for all coordination with its sub-consultant(s). Each submission 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 other discipline's 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.

SECTION VII: SUBCONTRACTS

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

SECTION VIII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The review comments of COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. COUNTY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this AGREEMENT.
- D. 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.
- E. COUNTY should provide information regarding requirements for and limitations of the TO.
- F. COUNTY shall coordinate the services of its own sub-consultants with those services provided by the CONSULTANT. Upon the CONSULTANT'S request, the COUNTY shall furnish copies of the scope of the consulting services between the COUNTY and the COUNTY'S consultants. The COUNTY shall furnish the services of the consultants as designated in the TO or authorized the CONSULTANT to furnish them as an additional service when the CONSULTANT requests such services and

demonstrates that they are reasonably required to be furnished by the CONSULTANT.

- G. COUNTY shall provide written notice to the CONSULTANT if the COUNTY becomes aware of any faults or defect in the service or work related to the TO, including errors, omissions, or inconsistencies in their CONSULTANT'S instruments of service.
- H. COUNTY is bound only by COUNTY representatives 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 representatives which exceed their contracting authority do not bind the COUNTY.
- I. COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with the CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The services performed by CONSULTANT under this AGREEMENT and the TO shall be subject to review for compliance with the terms of this AGREEMENT and any TO by COUNTY.
- K. COUNTY shall render decisions pertaining to documents submitted by CONSULTANT to avoid unreasonable delay in the orderly progress of CONSULTANT'S services. COUNTY shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by CONSULTANT providing responses and decisions in writing.
- L. COUNTY will have the right, but not the responsibility, to review the work product and/or the deliverables of CONSULTANT and may provide progress comments to be incorporated into the documents. It is understood that COUNTY review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- M. COUNTY may 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 AGREEMENT.
- N. 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 professional service under this AGREEMENT and the TO.
- O. COUNTY shall advertise for proposals from interested bidders, distribute bid documents, and pay all costs related to the bid process. COUNTY will conduct all bidding activities, except as specifically required to be provided by the CONSULTANT in accordance with Exhibit D, Compensation.

SECTION IX: TIME SCHEDULE

- A. Time is of the utmost importance of this AGREEMENT.
- B. CONSULTANT shall complete the TO in accordance with COUNTY'S anticipated design and construction milestone dates established in Exhibit A - Initial Information.

SECTION X: SUSPENSION AND TERMINATION

- A. Suspension or Abandonment With or Without Cause

COUNTY may suspend or abandon, by written notice, all or a portion of the work under this AGREEMENT for any reason.

CONSULTANT may request that all or a portion of the work under this AGREEMENT be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY. Upon such suspension, COUNTY shall pay CONSULTANT its compensation, based on the percentage of the project completed and earned prior to the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work after the effective date of suspension of the TO 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 ninety (90) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under the TO 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

The maximum amount for which the COUNTY shall be liable if this AGREEMENT is terminated is the amount set forth in applicable documents(s) based on the TO.

1. Termination for Cause

- a. This AGREEMENT may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given:
 1. the opportunity to cure;
 2. not less than ten (10) calendar days written notice of intent to terminate; and
 3. an opportunity for consultation with the terminating party prior to termination.
- b. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 2. Any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CONSULTANT'S default.
- c. Upon receipt or delivery by CONSULTANT of a termination notice, CONSULTANTS 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 this AGREEMENT
- d. 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.
- e. In the event CONSULTANT ceases to conduct business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of CONSULTANT assigned to the performance of this AGREEMENT.

2. Termination for Convenience

- a. This AGREEMENT may be terminated in whole or in part by COUNTY for its convenience; but only after CONSULTANT is given:
 1. not less than ten (10) calendar days written notice of intent to terminate; and
 2. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Upon termination, COUNTY may take over the work and execute the same to completion by TO 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 AGREEMENT.
4. 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 AGREEMENT.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

SECTION XI: INSURANCE

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

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

SECTION XII: NOTICES

Any notice required for the AGREEMENT 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 Deputy Director
500 South Grand Central Parkway
Las Vegas, Nevada 89155

TO CONSULTANT: Gensler Architecture, Design & Planning P.C. dba Gensler
Attn: Kevin Heinly, Regional Managing Principal
3883 Howard Hughes Parkway, Suite 650
Las Vegas, Nevada 89169

TO CONSULTANT: Gensler Architecture, Design & Planning, P.C. dba Gensler
(For Insurance Notices) Attn: Heather Jones
3883 Howard Hughes Parkway, Suite 650
Las Vegas, Nevada 89169
Heather.Jones@Gensler.com

This AGREEMENT may be amended only by written instrument signed by both COUNTY and CONSULTANT.

SECTION XIII: SUPPLEMENTAL SERVICES

Supplemental services are defined as services specifically set forth in the TO as services supplemental to the basic services. These supplemental services shall be reflected in the Exhibit D – Compensation.

SECTION XIV: ADDITIONAL SERVICES:

Additional services are defined as services requested after TO. Except for services required due to the fault of the CONSULTANT, CONSULTANT may provide additional services after execution of a TO without invalidating the TO. The CONSULTANT shall not proceed to provide additional services until the CONSULTANT receives the COUNTY’S written authorization.

SECTION XV: MISCELLANEOUS

A. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare CONSULTANT in breach of the AGREEMENT, terminate the AGREEMENT, and designate CONSULTANT as non-responsible.

B. Assignment

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this AGREEMENT without the prior written consent of COUNTY shall be void. CONSULTANT shall notify COUNTY in writing thirty (30) days prior to any change in ownership of CONSULTANT.

C. Indemnification

1. Professional Liability

- a. CONSULTANT agrees to indemnify and hold harmless COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT, CONSULTANT'S employees and/or agents, in the performance of this AGREEMENT. If the CONSULTANT is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the COUNTY, as reimbursement for the attorney's fees and costs incurred by the COUNTY in defending the action, by the CONSULTANT in an amount which is proportionate to the liability of the CONSULTANT.
- b. CONSULTANT further agrees to defend, indemnify and hold harmless the COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT, and CONSULTANT'S employees and/or agents, in the performance of this Contract when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this AGREEMENT.
- c. CONSULTANT will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the COUNTY from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the COUNTY.

2. General and Automobile Liability

- a. As to acts or omissions which do not arise directly out of the performance of the professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, employees from and against any and all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, reasonable expert witnesses' fees and expenses and all court or arbitration or other alternative dispute resolution costs.

D. Governing Law

Nevada law shall govern the interpretation of this AGREEMENT.

E. Gratuities

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

F. Audits

The performance of this AGREEMENT 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 AGREEMENT. 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 AGREEMENT and be cause for suspension and/or termination of the AGREEMENT.

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 AGREEMENT. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed. For breach or violation of this covenant, COUNTY shall have the right to terminate this AGREEMENT without liability or in its discretion to deduct from the TO fee or consideration or otherwise recover the full amount of any commission, percentage, brokerage, or contingent fee.

H. Confidential Treatment of Information

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

I. Digital Data

The CONSULTANT shall furnish or otherwise provide Digital Data for the Instruments of Service for the Task Order for which the Digital Data is produced. See Exhibit E – Digital Data

J. 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 AGREEMENT, shall be delivered to COUNTY'S representative upon completion or termination of this AGREEMENT, whichever occurs first. COUNTY shall have the right to reproduce all documentation supplied pursuant to this AGREEMENT. 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 in such a manner to easily and conveniently convert to 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.

K. Sub-consultant 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 each TO utilizing Exhibit A – Initial Information. This information provided by CONSULTANT is for COUNTY'S information only.

L. Disclosure of Ownership Form

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

M. 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.

N. 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.

O. Severability

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

P. 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.

Q. 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 AGREEMENT documents are available for review following the award of the AGREEMENT.

R. Companies that Boycott Israel

CONSULTANT certifies that, at the time it signed this AGREEMENT, it was not engaged in, and agrees for the duration of the AGREEMENT, 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.

S. Prison Rape Elimination Act Compliance (For TOs Associated With CCDC Projects)

CONSULTANT must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Detention Center (CCDC) or North Valley Complex (NVC) facilities/offices owned, operated or contracted. CONSULTANT acknowledges that, in addition to "self-monitoring requirements" Detention Services Division (DSD) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DSD policies may result in termination of this AGREEMENT.

T. American Rescue Plan Act (ARPA) Funded Projects

CONSULTANT, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or AGREEMENT). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this AGREEMENT or agreement.

U. Manufacturer/Brand Names

In all work produced under this AGREEMENT, 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 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."

V. 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.

W. 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.

X. 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.

Y. Scope of this AGREEMENT

This AGREEMENT represents the entire integrated agreement between COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

COUNTY:
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer
DATE

CONSULTANT:
GENSLER ARCHITECTURE, DESIGN & PLANNING P.C.
DBA GENSLER

By:  _____
KEVIN HEINLY
Regional Managing Principal
2/25/2026
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  _____
Sarah Schaerrer (Mar 4, 2026 14:19:48 PST)
SARAH SCHAERRER
Deputy District Attorney
DATE

**EXHIBIT A
CBE 607854-25
RP.B0123067
CLARK COUNTY REHABILITATION CENTER
SCOPE OF WORK**

A scope of work under this AGREEMENT will be defined with the TO.

Task Order for Professional Services

Task Order RP.B0123067 BETWEEN CLARK COUNTY, NEVADA, hereinafter referred to as "COUNTY", and GENSLER ARCHITECTURE, DESIGN & PLANNING P.C. DBA GENSLER located in Las Vegas, hereinafter referred to as "CONSULTANT" for the following PROJECT:

Clark County Rehabilitation Center, APN: 123-34-401-004 (Las Vegas Blvd. & Beasley Dr.)

Consultant's Basic Services include architectural and interior design services, furnishings, fixtures and equipment systems (FF&E) for the development of a documentation package for use in pricing, permitting and construction, as designed in the Entitlements Package (Exhibit A). The (8) buildings on site include an administrative/wellness building (Building A), (3) two-story residential buildings (225 total beds: Buildings B, C, D), a central plant (Building E), building support (Building F), crisis center (27 chairs; Building G) and (1) two-story inpatient building (Building H), which is Phase 2. This agreement assumes all Phase 1 buildings will be submitted as one permit set. All site work and site utilities for Phase 2 buildings will be included in the documentation for Phase 1. Building documentation for Phase 2 will be completed simultaneously with Phase 1 building documentation.

It is understood that pending Project Budget, Phase 2 may hold for commencement of construction administration services. If Phase 2 construction does not occur at the same time as Phase 1, an additional service will be issued prior to phase 2 construction start.

Service Category:

This project falls under the Service Category 2: New Construction/Renovation Projects (Architect/Civil Engineers/Landscape Architect)

Design Notice to Proceed

This Task Order authorizes your firm to proceed with Design Services for this project only upon the issuance of a valid Purchase Order (PO).

The specific deliverables and related requirements are detailed in the exhibits.

Initial Information

Unless otherwise provided in Exhibit A to this Task Order Authorization. This Task Order Authorization is based on the information set forth below including the Attachments and Exhibits.

The Professional Services specifically set forth in this Task Order Authorization shall be deemed to be Basic Services and/or Supplemental Services for the purposes under this Task Order Authorization and shall not require additional compensation.

COUNTY and the CONSULTANT may rely on the Initial Information (Exhibit A). Both parties, however, recognize that such information may materially change, and in that event, the COUNTY and the CONSULTANT shall appropriately adjust the schedule. Their

Task Order for Professional Services

CONSULTANT'S services and the CONSULTANT'S compensation. The COUNTY shall adjust the COUNTY's budget for the Cost of the Work and the COUNTY'S anticipated design and construction milestones as necessary to accommodate material change in the Initial Information.

Basic Services under this Task Order Authorization

The CONSULTANT'S services under this Task Order are described herein and in Exhibit B - Basic Services.

Supplemental Services under this Task Order

The CONSULTANT'S Services under this Task Order are described: As identified in Exhibit A

Date of Commencement, Substantial Completion, and Project Close-Out

Unless otherwise provided in an exhibit to this Task Order Authorization the COUNTY'S anticipated dates for commencement of construction and substantial completion of the work are set forth below:

Commencement of Construction date: Summer 2026

Substantial Completion date: Summer 2028

Owner's Final Completion date: December 31, 2028

Project Fee

OWNER agrees to pay CONSULTANT for the performance of Professional Services described in the Task Order Authorization and attached exhibits for the not to exceed fee amount of **\$7,433,130.00**. The OWNER'S obligation to pay CONSULTANT cannot exceed the fixed fee amount, as authorized by OWNER. It is expressly understood that the entire work described in this Task Order Authorization and attached exhibits must be completed by the CONSULTANT and it shall be the CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted, so the entire Project is completed for the said fixed Project Fee.

Compensation

For Basic Services and Supplemental Services described in this Task Order Authorization, the COUNTY will compensate the CONSULTANT as indicated in Exhibit D, Compensation.

Party Representatives

The COUNTY identifies the following representative in accordance with the Master Service Agreement.

Dan Rakers, Manager Design & Construction
500 Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155
dan.rakers@clarkcountynv.gov / (702) 455-2014

Task Order for Professional Services

The CONSULTANT identifies the following representative in accordance with the Master Service Agreement.

Kevin Heinly, Co-Regional Managing Principal
3883 Howard Hughes Pkwy # 650
Las Vegas, NV 89169
(702) 893-2800 / kevin_heinly@gensler.com

Eric Bogan, Design Manager
3883 Howard Hughes Pkwy # 650
Las Vegas, NV 89169
(702) 893-2800 / eric_bogan@gensler.com

Attachments and Exhibits


The following exhibits, if any, are incorporated herein for reference:

- Task Order RP.B0123067
- Exhibit A – Initial Information for Task Order
- Exhibit B – Scope of Consultants Basic Services
- Exhibit C – Not Used
- Exhibit D – Compensation
- Exhibit E – Digital Data

This Task Order entered into as of the day and year first written above.

Dan Rakers

Digitally signed by Dan Rakers
DN: C=US,
E=dan.rakers@clarkcountynv.gov,
O=RPM, OU=Design & Construction,
CN=Dan Rakers
Date: 2026.02.25 05:17:31-08'00'



COUNTY (Signature)

Dan Rakers, RPM D&C Manager

Date

CONSULTANT (signature)

J. Kevin Heinly, Co-Regional Managing Principal

Date 02/24/2026

COUNTY (Signature)

Jessica Colvin, Chief Financial Officer

Date


[Sarah Schaerrer \(Apr 1, 2026 07:49:16 PDT\)](#)

COUNTY (signature)

Sarah Schaerrer, Deputy Attorney

Date

RPM DCA/CPC initials

Task Order RP.B0123067
Consultant Name:Gensler

Exhibit A - INITIAL INFORMATION

COUNTY'S Program for the subject Project:

Clark County Rehabilitation Center, APN: 123-34-401-004 (Las Vegas Blvd. & Beasley Dr.)

Consultant's Basic Services include architectural and interior design services, furnishings, fixtures and equipment systems (FF&E) for the development of a documentation package for use in pricing, permitting and construction, as designed in the Entitlements Package (Exhibit A). The (8) buildings on site include an administrative/wellness building (Building A), (3) three-story residential buildings (225 total beds: Buildings B, C, D), a central plant (Building E), building support (Building F), crisis center (27 chairs; Building G) and (1) two-story inpatient building (Building H), which is Phase 2. This agreement assumes all Phase 1 buildings will be submitted as one permit set. All site work and site utilities for Phase 2 buildings will be included in the documentation for Phase 1. Building documentation for Phase 2 will be completed simultaneously with Phase 1 building documentation.

It is understood that pending Project Budget, Phase 2 may hold for commencement of construction administration services. If Phase 2 construction does not occur at the same time as Phase 1, an additional service will be issued prior to Phase 2 construction start.

Projects physical characteristics:

The site consists of approximately 14.3 acres and will be used for a proposed Clark County Rehabilitation Center. Preliminary site plans show that (8) buildings and a central plant building are planned with paved areas. The structures will be one to three-stories in height with no subterrain level. There will be on-site paved areas. It is further assumed that final grades will generally be at or near existing site grades. The property is designed to have a central gathering or healing courtyard for use by staff and all patients. Once admitted into the program, all patients will be inside a secure area formed by the proposed 8 buildings.

COUNTY'S budget for the Cost of the Work:

\$120,000,000.00

COUNTY'S anticipated design and construction milestone dates: (** indicates Contractual Dates)

Specific dates to be determined after Board Approval. Durations noted below.

**** Schedule for the performance of the CONSULTANTS services: 10 calendar days from date TO (this is 10 days from the TO date do NOT add an actual date)**

**** Anticipated Preliminary evaluation of the COUNTY'S Project, if any: TBD**

**** Owner's Anticipated Schematic Design Phase milestone date, if any: TBD, duration estimated to be 8 weeks**

**** Anticipated Submittal to Land Use / Plan Review: TBD**

Task Order: RP.B0123067

Project Name: Clark County Rehabilitation Center

Exhibit A - INITIAL INFORMATION

Owner's Anticipated Design Development Phase milestone date, if any: TBD, duration estimated to be 12 weeks

Owner's Anticipated Construction Document Phase milestone date, if any: TBD, duration estimated to be 16 weeks

** Permit submission to AHJ milestone dates, if any: TBD, duration estimated to be 6-8 weeks

** Bid Package to Purchasing and Contracts: TBD, duration estimated to be 6-8 weeks

Owner's Anticipated Construction Commencement date: TBD, duration estimated to be 16 months (70 weeks)

** Substantial Completion date(s): TBD

Owner's Anticipated Final Completion date: TBD

Other milestone dates: N/A

The anticipated procurement and delivery method for the project is *Construction Manager At Risk – Cost Plus with Guaranteed Maximum Price*

The COUNTY'S anticipated Sustainable Objective for the Project is:

TBD

COUNTY identifies the following representative as follows:

Project Manager: Tom Grippe, DCA, 702-455-0319, TPG@clarkcountynv.gov

Project Manager's Supervisor: Coleen Lyum, Supervisor, 702-455-3699, ColeenL@clarkcountynv.gov

Supervisor's Manager: Dan Rakers, Manager RPM D&C, 702-455-2014, Dan.Rakers@clarkcountynv.gov

County Departments in addition to COUNTY'S representative, who may review the CONSULTANT'S deliverables to the OWNER are as follows:

Real Property Management – Operations Facilities

Real Property Management – House Keeping

Real Property Management - Energy

Exhibit A - INITIAL INFORMATION

COUNTY shall retain the following consultants and/or vendors:

Geotechnical Engineer – *UES*

Environmental Sciences – TBD

Building Envelope – TBD

Furniture Systems – Faciliteq

CONSULTANT identifies the following representative as follows:

Principal Architect/Engineer/Landscape Architect: Kevin Heinly, Co-Regional Managing Principal,
kevin_heinly@gensler.com

Project Manager: Eric Bogan, Design Manager, eric_bogan@gensler.com

Construction Administration Manager: Heather Jones, Project Coordinator,
Heather_Jones@gensler.com

Procure Administrator: Heather Jones, Project Coordinator, Heather_Jones@gensler.com

Accounting Administrator: Liliana Cornejo, Project Accountant, Liliana_Cornejo@gensler.com

Exhibit A - INITIAL INFORMATION

CONSULTANT shall retain the consultants identified below:

Consultants retained under Basic Services: [discipline owner believes is necessary] [Completed by Consultant]

**Provide Business Designation Group (BDG) information for each consultant - MBE, WBE, PBE, SBE, VET, DVET or ESB*

Landscape Architect: SLA Land Architects – Joe Vickers, joev@slalandarchitects.com
Website: <https://www.slalandarchitects.com/>

Civil Engineer: Lochsa Engineering – Brian Allen, brian.allen@lochsa.com
Website: <https://www.lochsa.com/>

Structural Engineer: Innova Technologies – Adriana Gonorazky, adrianag@innovanv.com [MBE]
Website: <https://innovanv.com/>

Mechanical/Plumbing Engineer: FEA Consulting Engineers – Justin Veilleux, jveilleux@fealasvegas.com
Website: <https://fealasvegas.com/>

Electrical/Low Voltage/AV/IT/Security/Lighting Engineer: FEA Consulting Engineers – Justin Veilleux, jveilleux@fealasvegas.com
Website: <https://fealasvegas.com/>

Cost Estimator: N/A
Website:

Additional Consultants retained: [for consultant to identify – or decides to take on Owner consultant list)

Fire Life Safety Engineer: Advanced Consulting Solutions (ACS) – James Taylor, jtaylor@acsgrupp.com
Website: <https://advancedconsultingsolutions.com/>

Food Service: Trimark USA – Diane Lyons, Diane.Lyons@trimarkusa.com
Website: <https://www.trimarkusa.com/>

Signage & Wayfinding: Gensler – Christina Roberts, Christina_Roberts@gensler.com
Website: <https://www.gensler.com/>

Accessibility: PCNA Consulting Engineers – Michael Gentile, Michael@pcnagroup.com [ESB]
Website: <https://pcnagroup.com/>

Medical Equipment Planning: Smith, Seckman, Reid Inc – Linda Sadler, lsadler@ssr-inc.com
Website: <https://www.ssr-inc.com/service/medical-equipment/>

Acoustics: Schwob Acoustics – Michael Schwob, mike@schwobacoustics.com [SBE]
Website: <https://schwobacoustics.com/>

Exhibit A - INITIAL INFORMATION

Other Initial Information on which this Task Order is based:

Pre-Construction / Design Progress Meetings – bi-weekly

Construction Progress Meetings – weekly

Close Out Meetings:

- Substantial – weekly
- Final – weekly

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

The CONSULTANTS Basic Services consist of those described below and include usual and customary architectural, landscape architecture, structural, mechanical, and electrical engineering services. Services not set forth below are Supplemental Services or Additional Services.

The CONSULTANT shall not be responsible for COUNTY's directive or substitution made or given without the CONSULTANT'S written approval.

I. General

- a. CONSULTANT shall review the program and other information furnished by the COUNTY, and shall review and be familiar with laws, codes, and regulations applicable to the CONSULTANTS services.
- b. CONSULTANT shall manage the CONSULTANTS services, consult with the COUNTY and End-User, research applicable design criteria, attend and facilitate Project Meetings (Design, Pre-Construction, Construction and Closeout), communicate with members of the Project team, and report progress to the COUNTY on a regular basis as requested time to time by the COUNTY.
- c. CONSULTANT shall utilize the COUNTY'S project management platform; ProCore.
- d. CONSULTANT shall coordinate its services with those services provided by the COUNTY and COUNTY's consultants. The CONSULTANT shall be entitled to rely on the accuracy and completeness of the services and information furnished by the COUNTY and COUNTY's consultants. The CONSULTANT shall provide prompt written notice to the COUNTY if and when the CONSULTANT becomes aware of any error, omission, or inconsistency in such services or information.
- e. The CONSULTANT shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the project. The CONSULTANT shall properly and timely respond to applicable design requirements imposed by those authorities and entities.
- f. The CONSULTANT shall assist the COUNTY in connection with the COUNTY'S responsibility for filing documents required for the approval of those authorities and entities.
- g. CONSULTANT shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the COUNTY'S program, schedule, and budget for the COST of the Work. The COUNTY may obtain more advanced sustainable design services as a Supplemental Service or Additional Service.
- h. CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the COUNTY'S program, schedule, and budget for the Cost of the Work.
- i. CONSULTANT shall submit to the COUNTY an estimate of the Cost of the Work. The CONSULTANT and its consultants shall participate in the value engineering review meetings with the COUNTY, as deemed necessary to bring the Project back within the COUNTY's budget for the Cost of the Work.

PO No.:
Task Order RP.
Consultant Name:

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

- j. CONSULTANT shall prepare a preliminary evaluation, as necessary, of the COUNTY's program, schedule, budget for Cost of Work, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The CONSULTANT shall notify the COUNTY of any inconsistencies discovered in the information, and other information or consulting services that may be reasonably needed for the Project.
- k. CONSULTANT shall present its preliminary evaluation to the COUNTY and shall discuss with the COUNTY alternative approaches to design and construction of the Project, if necessary. The CONSULTANT shall reach an understanding with the COUNTY regarding the requirements of the Project.
- l. Based on the Project requirements agreed upon with the COUNTY, the CONSULTANT shall prepare and present, for the COUNTY's written approval, a preliminary design illustrating the scale and relationship of the Project components, as necessary to the requirements of the PROJECT.

II. Project Schedule

- a. The COUNTY has provided the COUNTY's anticipated design and construction milestone dates to the CONSULTANT. Within ten (10) calendar days of the Task Order, the CONSULTANT shall submit for the written approval of the COUNTY a schedule for the performance of the CONSULTANTS services to meet the COUNTY's milestone dates. The schedule initially shall include the anticipated dates for the commencement of construction and for Substantial Completion of the Work set forth in Exhibit A - Initial Information for Task Order. The schedule shall include allowances for periods of time required for review by the COUNTY, for the performance of the COUNTY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the COUNTY, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT or COUNTY. With the prior written approval of the COUNTY, the CONSULTANT shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- b. The CONSULTANT will utilize the COUNTY's established Baseline Schedule template structure to assure adequate planning, scheduling, and reporting during execution of the design and related activities so they may be executed in an orderly and expeditious manner to meet the COUNTY'S milestone dates set forth in Exhibit A - Initial Information for Task Order.
- c. The CONSUTANT shall provide monthly updates, which may coincide with monthly progress invoices, for actualized 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 Project Schedule. The Project Schedule Update shall reflect CONSULTANT'S plan for completing the remaining work described in the Task Order.
- d. Periodic review of the performance of the CONSULTANTS services to comply with the Owner's milestone dates.

PO No.:
Task Order RP.
Consultant Name:

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

III. Progress Meetings

- a. The CONSULTANT shall conduct weekly or bi-weekly progress meetings set forth in Exhibit A - Initial Information for Task Order. Progress meetings are intended to keep the project on schedule, to review progress, and to solve or avert potential problems. Minutes of the meetings will be recorded on the COUNTY'S ProCore platform and will be distributed to the attendees by the end of the next business day. Revisions or corrections are to be re-distributed within two working days of receiving request(s) for correction. Participants at progress meetings will be familiar with Project and authorized to conclude matters relating to the Work.
- b. CONSULTANT shall present and discuss the design progress since the last design meeting; be able to explain where each activity is in relation to the CONSULTANT's approved schedule for the performance of the services, 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 the approved schedule.
- c. The general agenda of these progress meetings are to discuss items of significance, including, but not limited to the following:
 - i. Review and correct or approve minutes of previous progress meeting.
 - ii. Review other items of significance that could affect progress.
 - iii. Review current status and 30 calendar day work plan.
 - iv. Review of near-term deliverables.
 - v. Include other topics for discussion as appropriate to status the Project.
 - vi. Initiate whatever actions are necessary to resolve impediments to adherence of the Project schedule.

IV. Pre-Design Activities

- a. Assist the Owner in developing the project's:
 - i. Program
 - ii. Goals & Objectives
 - iii. Physical & Technical Characteristics
 - Key Component Performance Specifications
 - Technical and Management Concepts
 - iv. Scope of Work
 - Design Narratives
 - Design Concept(s)
 - v. Estimated Budget
 - vi. Procurement Schedule

V. Entitlement/Land Use Phase Services

- a. This phase will be completed by a separate Task Order, as necessary, by either the CONSULTANT or by COUNTY'S CONSULTANT.
- b. Work Product: The work product(s) required by this phase of work include but are not limited to the following:
 - i. Results of analysis and research
 - ii. Preliminary development plan and cost estimate
 - iii. Land use submittals, applications and approvals

PO No.:
Task Order RP.
Consultant Name:

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

VI. Schematic Design Phase Services

- a. Based on the COUNTY'S approval of the preliminary design, the CONSULTANT shall prepare Schematic Design Documents for the COUNTY's written approval. The Schematic Design Documents shall consist of drawings and other documents including:
 - i. A site plan, if necessary,
 - ii. Preliminary building plans, sections, and elevations
 - iii. Combination of study models, sketches and digital representations, if applicable,
 - iv. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in a design narrative.
- b. Specification Narrative and Outline for anticipated CSI Master Format Divisions.
- c. Estimate of the Cost of the Work
- d. This will be accomplished by submission of 15% Plan set to COUNTY's Representative
- e. Unless indicated otherwise in the Task Order.

VII. Design Development Phase Services

- a. Based on the COUNTY'S approval of the Schematic Design Documents, and on the COUNTY's written authorization of any adjustments in the Project requirements or the budget for the Cost of the Work, the CONSULTANT shall prepare Design Development Documents for the COUNTY'S written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including:
 - i. Site plan, if applicable,
 - ii. Plans, sections, elevations, typical construction details
 - iii. Diagrammatic layouts of building systems to fix and describe the size and character of the Project as to the architectural, structural, mechanical, electrical systems and other appropriate elements.
 - iv. Outline specifications that identify major materials and systems and establish, in general, their quality levels.
 - v. Manufacturer's cut sheets for all architectural finish materials, both interior and exterior; including samples for significant interior and exterior materials.
 - vi. Manufacturer's cut sheets for all lighting and plumbing fixtures and trim.
 - vii. Equipment schedules with sizing information, one-line diagrams, trunk utility sizes for all mechanical, electrical and fire protection systems, and preliminary sizing for all typical structural components.
- b. Specification draft(s) for major components, materials, and equipment.
 - i. Submission of Specifications should indicate progression in the development of the specifications.
- c. Submit update to the estimate of the Cost of the Work within 10 calendar days of submission of Plan set submission.
- d. This will be accomplished in one submission: 30% set to COUNTY's Representative.
- e. Unless indicated otherwise in the Task Order.
- f. CONSULTANT shall submit the Design Development Documents to the COUNTY, advise the COUNTY of any adjustments to the estimate of the Cost of the Work, and request the COUNTY's written approval. As necessary or appropriate, the CONSULTANT and its consultants shall participate in value engineering review

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meetings with the COUNTY.

VIII. Construction Documents Phase Services

- a. Based on the COUNTY'S approval of the Design Development Documents, and on the COUNTY'S written authorization of any adjustments in the Project requirements or the budget for the Cost of the Work, the CONSULTANT shall prepare Construction Documents for the COUNTY'S written approval. The Construction Documents shall illustrate and describe the development of the approved Design Development Documents and shall consist of:
 - i. Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
 - ii. Final Version of Project Specifications developed to articulate the COUNTY'S desired product, quality, performance, characteristic, and warranty requirements.
- b. This will be accomplished in two separate submissions of: and 60% and 95% plant set(s) to COUNTY'S Representative and submission to Authority having Jurisdiction, with written approval by COUNTY
- c. The COUNTY and CONSULTANT acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the CONSULTANT shall review.
- d. CONSULTANT shall incorporate the design requirements of governmental authorities having jurisdictions over the Project into the Construction Documents.
- e. CONSULTANT shall submit the Construction Documents to the COUNTY, advise the COUNTY of any adjustments to the estimate of the Cost of the Work.

IX. Procurement Phase Services

- a. Following the COUNTY'S approval of the Construction Documents, the COUNTY will incorporate them into the Bidding Documents used by the COUNTY to advertise for bid. The CONSULTANT shall assist the COUNTY, if and to the extent requested by the COUNTY, in confirming the responsiveness of bids and/or determining the successful bid.

X. Competitive Bidding

- a. Bidding Documents shall consist of the Bidding Documents, bidding requirements and the proposed Contract Document.
- b. CONSULTANT shall assist the COUNTY in bidding the Project by:
 - i. Attend and participate in a pre-bid conference and job walk for prospective bidders; and
 - ii. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents, with the written approval of the COUNTY, for distribution to all prospective bidders in the form of addenda through the COUNTY'S platform.
 - iii. The CONSULTANT shall, prior to the Contractor's Notice to Proceed, correct, revise, update and/or modify the Bidding Documents, as necessary, to reflect all bid addenda revisions and clarifications. CONSULTANT shall provide electronic pdf files of Construction Sets to match the revised approved building plans.

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- c. COUNTY will provide electronic copies of the final project manual to CONSULTANT.

XI. Construction Administrative Phase Services

- a. CONSULTANT shall provide administration of the Contract between the COUNTY and the Contractor as set forth below and In the General Conditions of the Contract for Construction, as modified by the COUNTY.
- b. CONSULTANT shall advise and consult with the COUNTY during the Construction Phase.
- c. The CONSULTANT shall review all Submittals required in the Contract Documents.
- d. The CONSULTANT shall administer all Construction Progress Meetings and record and distribute all meeting minutes.
- e. The CONSULTANT shall have authority to act on behalf of the COUNTY only to the extent provided in this AGREEMENT.
- f. The CONSULTANT shall review the schedule of values submitted by the Contractor to assure that the Contact Sum is allocated properly to the various portions of the Work. The schedule of values shall be in such a form and supported by such data to substantiate its accuracy as the CONSULTANT and the COUNTY may require. This Schedule, if and when approved by the CONSULTANT and the COUNTY in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- g. The CONSULTANT shall visit the site at a minimum of once per week, may coincide with the scheduled progress meeting, or as appropriate to the stage of construction or as otherwise agreed by COUNTY and CONSULTANT in writing; however, the taking, production and distribution of the progress meeting minutes shall be the responsibility of the CONSULTANT. The site visits are to familiarize CONSULTANT with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner that when completed will be in accordance with the Contract Documents. On the basis of the on-site observations, CONSULTANT shall keep COUNTY informed of the progress and quality of Work and shall inform COUNTY of errors and omissions in the Work. Each site visit shall be accompanied with a Site Observation Report within one day of the site visit.
- h. The CONSULTANT shall prepare change orders and construction change directives, with supporting documentation and data as deemed necessary by CONSULTANT for OWNER'S approval and execution in accordance with the Contract Documents, subject to the current unencumbered appropriations of the Project, and may authorize minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents.
- i. CONSULTANT shall also review change order costs and make recommendations to COUNTY, sign change orders, and issue responses to Request(s) for Information (RFI).
- j. The CONSULTANT shall interpret and decide matters concerning performance of the Construction Contractor under the requirements of the Contract Documents on request of COUNTY. CONSULTANT'S response to such requests shall be made with reasonable promptness and within time limits agreed upon.
- k. Interpretations and decisions of CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, CONSULTANT, shall not show partiality toward any party.
- l. The CONSULTANT shall render written decisions within a reasonable time, but not

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to exceed seven (7) calendar days on all claims, disputes or other matters in question, including those relating to the execution or progress of the Work as provided in the Contract Documents.

- m. The CONSULTANT shall be responsible for the CONSULTANTS negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- n. The CONSULTANT shall no have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- o. The CONSULTANT'S responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues, with the written approval of the COUNTY, the final Certification of Payment.

XII. Evaluations of the Work

- a. CONSULTANT and its consultants shall each visit the site and otherwise at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of Work completed, and to determine, in general, if the Work observed is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the COUNTY informed about the progress and quality of the portions of Work completed and promptly report in writing to the COUNTY know deviations from the Contract Documents, known deviations from the most recent construction schedule submitted by the Contractor and defects and deficiencies observed in the Work.
- b. CONSULTANT has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT shall have the authority and responsibility to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether the Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- c. CONSULTANT shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the COUNTY or the Contractor. The CONSULTANT's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- d. Interpretations of the CONSULTANTS shall be consistent with the intent or, and reasonably inferable from, the Contract Documents and shall be in writing or in a form of drawings. When making such interpretations, the CONSULTANT shall endeavor to secure faithful performance by both the COUNTY and Contractor, shall not show

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impartiality to either, and shall not be liable for results of interpretations rendered reasonably in the CONSULTANTS professional judgement and in good faith.

- e. Upon substantial completion of the Project, or if COUNTY elects to occupy the Project or any portion thereof prior to the final completion of the Work by the Construction Contractor, upon 48 hours' notice by COUNTY, both CONSULTANT and it's consultants shall assist in conducting an on-site observation of the Project with the COUNTY, the Construction Contractor and both CONSULTANT and it's consultants shall assist in the preparation of a Punch List, report to COUNTY, listing all deficiencies and repairs. CONSULTANT shall attend a follow-up on-site observation, which shall be conducted to confirm that all deficiencies and repairs were corrected.

XIII. Certifications for Payment to Contractor

- a. CONSULTANT shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The CONSULTANT's certification for payment shall constitute a representation to the COUNTY, based in the CONSULTANT's evaluation of the Work as indicated above and on the data comprising the Contractor's Application for Payment, that, to the best of the CONSULTANTS knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with Contract Documents up Substantial Completion, results of subsequent tests and inspections, correction of minor deviations from the Contract Documents prior to completion, and specific qualifications expressed in writing to the COUNTY by the CONSULTANT.
- b. The issuance of a certificate for payment shall not be representation that the consultant has made exhaustive or continuous on-site inspections to check the quality or quantity of the work reviewed construction means methods techniques sequences or procedures reviewed copies of requisitions received from the subcontractors and suppliers and other data requested by the COUNTY to substantiate the contractors right to payment or ascertain how or for what purposes the contractor has used money previously paid on an account of the contract sum.
- c. Consultant shall maintain a record of applications and certificates for payment.

XIV. Changes in the Work

- a. CONSULTANT may order minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment to the contracts or an extension of the contract time. The CONSULTANT shall review with the COUNTY and all other changes in the work proposed by the contractor and advise the COUNTY regarding their scope, cost, and any adjustment in time. The CONSULTANT shall prepare change orders and construction change directives for the COUNTY's written approval and execution in accordance with the contract documents.
- b. Consultant shall maintain records relative to changes in the work.

XV. Project Completion

- a. Consultant shall conduct inspections to determine the actual date or dates of

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- substantial completion and the date of the final completion; issue certificates of substantial completion; forward to the COUNTY, for the COUNTY's review and records, written warranties and related documents required by the contract documents and received from the contractor; and with the COUNTY'S prior written approval, issue a final certificate for payment based upon the final inspection indicating that the work complies with the requirements of the contract documents.
- b. CONSULTANT'S inspections to be conducted with the COUNTY to check conformance of the work with the requirements of the contract documents and to verify the accuracy and completeness of the list submitted by the contractor of work completed or corrected.
 - c. When substantial completion has been achieved, the CONSULTANT shall inform the COUNTY about the balance of the contract sum remaining to be paid the contractor, including the amount to be retained from the contract sum, if any, for final completion or correction of the work.
 - d. The CONSULTANT shall forward to the COUNTY the following information received from the contractor; consent of security or securities if any, to reduction in or partial release of retainage or making final payment; affidavits, receipts, releases, and waivers of liens, or bonds indemnifying the COUNTY against liens; and any other documentation required of the contractor under the contract documents.
 - e. Upon request of the COUNTY, and prior to the expiration of one year from the date substantial completion, the CONSULTANT shall, without additional compensation, conduct a minimum of two meetings with the COUNTY and the end-user to review the facility operations and performance as well as participate in the one-year warranty walk.

XVI. Definitions

- a. Basic Services - Consists of those described Exhibit B – Scope of CONSULTANTS Basic Services and include usual and customary architectural, landscape, structural, mechanical, and electrical engineering services.
- b. Supplemental Services – Services outside of the usual and customary architectural, landscape architecture, structural, mechanical, and electrical engineering services, such as, but not limited to Civil Engineering services, Utility Location activity, Geotechnical services, Acoustical design services, Building Envelope services, etc. However, Supplemental Services provided by CONSULTANT as indicated in the Task Order are to be performed consistent with Basic Services for the compensation set forth in
- c. Additional Services - Services identified by either COUNTY or CONSULTANT after the execution of the Task Order.
- d. Progress Meetings - Weekly or bi-weekly meetings intended to keep the project on schedule, review progress, and resolve or avert potential problems.
- e. Contract Documents – Construction Contract, General Conditions, Technical Specifications, Drawings, and if applicable, the Addenda or other Modifications made to the aforementioned documents.
- f. Cost of The Work - The amount COUNTY has budgeted for the project Construction cost.
- g. Contract Sum - The amount of the Purchase Order for the Work awarded to the General Contractor for Construction.
- h. Project Schedule - COUNTY's anticipated design and construction milestone dates.
- i. Procore – Construction project management software.

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Exhibit C - Additional Services

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Exhibit D – Compensation

Basic Services:

Schematic Design Phase (15% Progress Set submission)	\$1,659,595.00
Design Development Phase (30% Progress Set submission)	\$2,134,239.00
Construction Document Phase	\$2,056,810.00
60% Progress set submission	\$1,234,086.00
95% Progress set submission	\$719,884.00
Permit set(s) submission	\$102,840.00
Permit Submission/ Corrections	\$39,675.00
Bidding	
Procurement Phase Services	N/A
Competitive Bidding	N/A
Construction Phase	\$1,099,832.00
Contractor's Submittal Review	Included
Weekly Construction Progress Meetings	Included
Construction Progress Observation Reports	Included
Construction Administration	Included
Project Close-Out Administration	Included
Total Fees for Basic Services	\$6,990,151.00

Supplemental Services:

Entitlement/Land Use Phase	N/A
Submission to AHJ	N/A
Public Meetings	N/A
Landscape Plans	Included in Basic Services
Submission to AHJ	N/A
30% Progress set submission	N/A
60% Progress set submission	N/A
Permit set(s) submission	N/A

Exhibit D – Compensation

Civil Improvement Plans		N/A, under separate PO
First submission to Public Works	N/A	
Second submission to Public Works	N/A	
Bid Bond form completion	N/A	
Final Mylar Signature completion	N/A	
Boundary Survey		N/A
Topographical Survey		N/A
Drainage Study		N/A
Water Network Analysis		N/A
Recorded documents		N/A
Geotechnical Services		N/A
Testing at boring sites	N/A	
Geotechnical Reports	N/A	
Update Reports (X)	N/A	
Drainage Study	N/A	
30-day load study of electrical system capacity		N/A
Sub-surface Utility Engineering		N/A
Extended Project Representation/Administration		N/A
Cost Estimate		N/A
30% Estimated Cost of Construction	N/A	
60% Estimated Cost of Construction	N/A	
90% Estimated Cost of Construction	N/A	
Estimated Cost of Construction (Additional)	N/A	
Reimbursable Expenses		\$349,508*
<u>Total Fees for Supplemental Services</u>		<u>\$349,508.00</u>
<u>Total Fees For Task Order (Line 10 of the PO)</u>		<u>\$7,339,659.00</u>

Exhibit D – Compensation

Optional Services

Sustainability	\$43,471.00
Insurance Requirement Increase Allowance	\$50,000.000
Total Fees for Optional Services (Line 20 of the PO)	\$93,471.00

Additional Services

Additional Services #1 dated xxxx	\$XXX.XX
Additional Services #2 dated xxxx	\$XXX.XX
Total Fees for Additional Services	\$XXX.XX

Total Professional Services Fees on Purchase Order (PO) \$7,433,130.00

* denoted to be authorized by OWNER

^ denoted to be authorized by OWNER and billed hourly

*** All invoices shall be formatted in such a manner that is consistent with Exhibit D, Compensation, and to indicate previously amount billed, current amount billed, and remaining amount to bill ***

Exhibit E – Digital Data

The CONSULTANT shall furnish or otherwise provide Digital Data for the Instruments of Service for the Task Order for which the Digital Data is produced.

The COUNTY may rely on the Digital Data provided by the CONSULTANT to accurately represent the Instruments of Service for the Task Order in which it was created. COUNTY acknowledges that the CONSULTANT is the copyright owner of the Digital Data and has provided COUNTY permission to utilize the Digital Data.

The CONSULTANT does not convey any ownership right to the Digital Data EXCEPT for the exclusive right for the COUNTY to maintain and plan for additions/renovations of the site, building, or amenities for which the Digital Data is provided.

Transmission of Digital Data

Digital Data is solely transmitted for the COUNTY'S information and COUNTY acknowledges that use of the Digital Data will be at the sole risk of the COUNTY.

Minimum requirements for Digital Data:

1. Site Plans
 - Property/Boundary lines
 - Buildings, parking lot(s), hardscape, walls and fences, site amenities and signage locations (interpretative, monument, mileage markers) mechanical yards and major equipment
 - Offsite and On-site utilities and easements
 - Grading topography
2. Landscape Plans
 - Landscape materials
 - Irrigation mains, laterals, and valves, booster pump, fertilizer injector
3. Plans
 - Building layout with doors and windows, exterior awnings, etc and ceiling plans with lights, tiles and return supply grills
 - Roof plans to include Roof drain locations, parapet walls, HVAC elements, screen walls
4. Elevations
 - Overall elevations with doors, windows, features, and identifying features
5. Building Sections
 - Overall building sections that show walls, floors, ceilings, and roof along with structural components

Definitions

Digital Data - Line work for construction documents provided in a two-dimensional format, AutoCad.

Instruments Of Service - The collection of documents, drawings, specifications, calculations, and other tangible materials produced by CONSULTANT for the Task Order which convey the intent and technical details of a design. Such as, Drawings, sketches, specifications, and calculations providing a comprehensive overview, technical quality standards, installation methods, performance requirements, and compliance with regulatory codes and standards.