

Task Order 2

Professional Services

Task Order 2 RP. F0424103 BETWEEN CLARK COUNTY, NEVADA, hereinafter referred to as "COUNTY", and KNIT located in Las Vegas, NV, hereinafter referred to as "CONSULTANT" for the following PROJECT:

Mountain Edge Recreation Center

Located on the southeast corner of Mountain's Edge Parkway. and Durango Drive.

Task Order 2: Design Professional Services

Design Professional Services:

- CMAR Selection includes attending meetings, assembling RFP, responding to RFFIs, and evaluating proposals. Assist and participate in short-list interviews.
- Design Development and Construction Documents for 30%CD, 60% CD and 100% CD.
- Construction Administration and Project Closeout.

Service Category:

This project falls under the Service Category: 2 – New Construction

Design Notice to Proceed

This Task Order 2 requires a valid Purchase Order to be in full effect.

Initial Information

Unless otherwise provided in Exhibit A to this Task Order 2 Authorization. This Task Order 2 Authorization is based on the information set forth below including the Attachments and Exhibits.

The Professional Services specifically set forth in this Task Order 2 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 CONSULTANT'S services and the CONSULTANT'S compensation. The COUNTY shall adjust the COUNYT'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 2 Authorization

The CONSULTANT'S services under this Task Order 2 Provided herein and as described in the original Task Order Exhibit B - Basic Services.

Task Order 2

Professional Services

Supplemental Services under this Task Order 2

The CONSULTANT'S Services under this Task Order 2 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: Fall 2027

Substantial Completion date: Fall 2029

Owner's Final Completion date: December 31, 2029

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 **\$3,142,570.00**. The OWNER'S obligation to pay CONSULTANT cannot exceed the fixed fee amount, unless authorized by OWNER. It is expressly understood that the entire work described in this Task Order 2 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 2 Authorization, the COUNTY will compensate the CONSUTANT as indicated in Exhibit D, Compensation.

Insurance

N/A

Party Representatives

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

Sam Botros, Design & Construction Administrator
500 Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155
702.455.4924 / botross@clarkcountynv.gov

Task Order 2

Professional Services

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

Eric Roberts, President
7250 Peak Drive, Suite 216
Las Vegas, NV 89128
702.498.3658, ericr@knitstudios.com

Attachments and Exhibits

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

- Task Order 2 RP.F0424103
- Exhibit A – Initial Information
- Exhibit B – Basic Services
- Exhibit C – Not used
- Exhibit D – Compensation: Task Order 2

This Task Order 2 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: 2026.04.07 08:27:30-07'00'

COUNTY (Signature)

Dan Rakers, RPM D&C Manager



CONSULTANT (signature)

Eric Roberts, President
O/B/O Danny McGinnis, Director of Operations

COUNTY (Signature)

Jessica Colvin, Chief Financial Officer


Sarah Schaeffer (Apr 16, 2026 10:13:48 PDT)

COUNTY (signature)

Sarah Schaeffer, Deputy Attorney

RPM DCA/CPC initials

SB

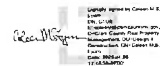


Exhibit A - INITIAL INFORMATION

COUNTY'S Program for the subject Project:

Project Name: Mountain's Edge Recreation Center

Mountain's Edge Recreation Center shall be approximately 65,000SF to accommodate sports activities, multipurpose rooms, classrooms for art, music, yoga, dance studio, and administrative offices. Scope of work shall also include approximately 13-acres of park expansion to include open turf, bike park with pump track, covered playground, and landscaping.

Projects physical characteristics:

The COUNTY's desired physical characteristics shall include a two story, 65,000 square foot building with elevator, stairwell, and ramps.

Large 18,000SF gymnasium with wood flooring to accommodate two side by side High School sized regulation courts with the addition of an NBA 3-point line, court layout. Court layout additions to include three volleyball courts, pickleball, and badminton court lines.

Large 2,000SF storage area for gym equipment with roll-up doors.

A Multi Athletic Court (MAC), designed and constructed as an indoor soccer court / floor hockey with associated walls and nets, player and penalty boxes and goals. It shall also accommodate basketball, volleyball, and shall have Mondo flooring. 9,000SF

Indoor walking track with rubberized surface and three lanes, on second floor overlooking the courts where feasible.

Clerestory windows above gym and walking track, for views and daylight.

Front Desk with three raisable workstations. The Front Desk should be able to see the entire public lobby and hallway space on the first floor.

Administrative and Staff Offices: One office with up to 4 workstations, copy room, storage rooms, kitchenette, and restroom. (1,500SF)

Dance Studio Room with wood flooring, two walls with full length mirrors. Parent viewing area to be outside of the room with preferably one-way windows looking in for observation. (2,000SF)

Large multi-purpose room that can be divided into six equally sized sub-divided rooms with retractable partitions from the ceilings, including built-in cabinets, countertops, 400SF of storage, and sinks as necessary. (6,500SF)

Storage closets for each room, approximately 100SF

Conference Room

25% of the overall building shall be reserved for the following: (15,000SF)

- Two sets of Restrooms (2 Men's, 2 Women's & 2 Family) with pipe chase, per code
- Janitor Closet, Electrical Room, Fire Riser Room and HVAC / Mechanical Room
- Front lobby and wide hallways that maintain open views

Task Order 2 RP. F0424103

KNIT

Exhibit A - INITIAL INFORMATION

Flooring is to be determined by room use and function. Options include: wood flooring, polished concrete, rubber flooring, Mondo, padded flooring, LVT/LVP or EVT/EVP.

Entire Facility shall have LED lighting, Wi-Fi, PA system with speakers in each room and all hallways.

Main entrances and all interior doors to be card/badge reader equipped, other than restrooms.

Building to include alarm/security system with motion detectors.

Landscaped Parking lots with LED lighting and ADA walkways: Project shall include approximately 4 acres of parking. Parking lots to include direct pedestrian access to building on ADA walkways, LED lighting, perimeter landscaping and wide landscaping islands, and a dedicated drop-off shall be accommodated near the building's main entrance. Charging Stations to be included.

Park and Landscape Additions adjacent to Recreation Center: Project shall include approximately 4-5 acres of new park amenities and landscaping adjacent to the north, east and south sides of the new recreation center. Possible park amenity additions to include open turf, bike park with pump track, and/or covered playground. Other landscaping as necessary.

Access Roadways: Enhanced Gateway Park Entrance with round-about off Mountains Edge Parkway will be located across from Cane Breeze Street, to be incorporated along with internal parkways/roadways and round-about that connect to the existing Desert Diamonds parking lots to the east and to the parking lot entry for the soccer fields to the south. New center parking lot will be accessed through the enhanced gateway round-about as well as one entry off Mountains Edge Parkway, which will be the only offsite impact. Section of the internal park drive with central median shall be extended from new roundabout.

COUNTY'S budget for the Cost of the Work: \$52 million

COUNTY'S anticipated design and construction milestone dates:

CMAR Evaluation and Selection Participation: May 2026 (anticipated CMAR pre-construction award in September 2026)

30% Construction Documents: November 2026

60% Construction Documents: February 2027

95% Construction Documents: June 2027

Final construction documents: August 2027

Construction Administration: Fall 2027 - Fall 2029

Completion of all Services: December 31, 2029

Exhibit A - INITIAL INFORMATION

COUNTY identifies the following representative as follows:

Project Manager: *Sam Botros*, botross@clarkcountynv.gov, 702.455.2906

Project Manager's Supervisor: *Coleen Lyum*, ColeenL@clarkcountynv.gov, 702.455.4567

Supervisor's Manager: *Dan Rakers*, dan.rakers@clarkcountynv.gov, 702.455.2014

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 – Operations Parks

Real Property Management - Energy

Parks & Recreation

Commissioner's Office District F

COUNTY shall retain the following consultants and/or vendors:

Building Envelope – *CDC, Jon Belnap*, 702.222.9349

Furniture Systems – *Faciliteq*

Access control and building management system: *JCI*

CONSULTANT identifies the following representative as follows:

Principle Architect/Engineer: *Eric M Roberts*, FAIA, CEO

Project Manager: *Danny McGinnis*, AIA, Associate Principal

Construction Administration Manager: *Sandy Barnum*, Asst. PM

Procure Administrator: *Sandy Barnum*, Asst. PM

Accounting Administrator: *Matt Avery*, CFO

Exhibit A - INITIAL INFORMATION

CONSULTANT shall retain the consultants identified below:

Consultants retained under Basic Services:

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

Architect: Knit - Eric Roberts, FAIA [BDG]

Website: knitstudios.com

Landscape Architect: Southwick Landscape Architects – Joe Vickers [BDG]

Website: slalandarchitects.com

Civil Engineer: IMEG – John Mark Thompson [BDG]

Website: IMEGcorp.com

Structural Engineer: IMEG – Alan Keen [BDG]

Website: IMEGcorp.com

Mechanical Engineer: Harris Consulting Engineers – Kent Bell [BDG]

Website: harrisengineers2.com

Electrical Engineer: Harris Consulting Engineers – David Dixon [BDG]

Website: harrisengineers2.com

Technology/low-voltage Engineering: Harris Consulting Engineers – David Dixon [BDG]

Website: harrisengineers2.com

Geotechnical (Supplemental Services): McGettigan Consulting – Mike McGettigan [BDG]

Website: N/A

ADA Consultant: Terp Consulting - Jon Bagley [BDG]

Website: <https://terpconsulting.com/>

[any additional]

Dry Utility Coordination: Start to Finish – Rich Rial [BDG]

Website: N/A

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.
- 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

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

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.

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

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

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

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

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

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 Costs 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 meetings with the COUNTY.

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

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

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

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.

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

- I. The CONSULTANT shall render written decisions within a reasonable time, but not to exceed seven (7) calendar days on all claims, disputes or other matters in question, including those relating to the execution or progress of the Work as provided in the Contract Documents.
- 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 not 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 known 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

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

secure faithful performance by both the COUNTY and Contractor, shall not show 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

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

- a. Consultant shall conduct inspections to determine the actual date or dates of substantial completion and the date of the final completion; issue certificates of substantial completion; forward to the COUNTY, for the COUNTYs 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.

Exhibit B
SCOPE OF CONSULTANTS BASIC SERVICES

- i. Procore – Construction project management software.

Exhibit C – Not Used

LEFT INTENTIONALLY BLANK

**Exhibit D – Compensation
Task Order 2**

Task Order 2

CMAR Selection	\$9,500.00
Construction Documents	\$2,486,771.50
30% Progress Set submission	\$610,606.44
60% Progress Set submission	\$852,802.30
65% - 100% Progress set submission	\$1,023,362.76
Construction Administration	\$334,298.50
Construction Administration	\$272,896.74
Project Closeout	\$61,401.76
Supplemental Services:	\$12,000.00
Geotechnical Report	\$12,000.00
Reimbursables Allowance*:	\$300,000.00
Total Fees for Task Order 2	<u>\$3,142,570.00</u>

** denoted to be authorized by OWNER (plans check and application fees to be paid 1:1 based on receipt from jurisdiction/utility)*

^ denoted to be authorized by OWNER and billed hourly

*** All invoices shall be formatted in such a manner that is consistent with Exhibit E, 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.