

CLARK COUNTY, NEVADA

STATEMENT OF QUALIFICATIONS

eSOQ NO. 604166-16

PROFESSIONAL SERVICES FOR REAL PROPERTY MANAGEMENT 2017 - 2018

Clark County, Nevada, in behalf of Real Property Management, is soliciting Statement of Qualification submittals from qualified firms to provide professional services for County projects. Firms, which have been qualified, will be put on a rotation list, approved by the Board of County Commissioners, for the purpose of providing various services for County projects.

The eSOQ package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” locate the website for the Real Property Management eSOQ Document No. in the list of current solicitations.

A Pre-Submittal Conference/Training will be held on **AUGUST 23, 2016** from **8:00 a.m. to 12:00 p.m.** in the Commission Chambers, at 500 Grand Central Parkway, Las Vegas, Nevada 89106.

eSOQ submittals website <https://ccsoq.clarkcountynv.gov> will open on **AUGUST 25, 2016** at **8:00 a.m.** and will close on **OCTOBER 6, 2016** at **5:00 p.m.**

PUBLISHED:
Las Vegas Review Journal
August 15, 2016

GENERAL CONDITIONS
eSOQ NO. 604166-16
PROFESSIONAL SERVICE FOR REAL PROPERTY MANAGEMENT 2017 - 2018

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners, which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer responsible for the Purchasing and Contracts Division. The term "RESPONDENT" as used throughout this document will mean the respondents to this Statement of Qualifications (eSOQ). The term "eSOQ" as used throughout this document will mean eSOQ.

2. INTENT

The COUNTY is soliciting proposals from qualified firms to provide professional services for County projects. The services required are divided into Service Categories listed below, and a separate list for each category will be established and recommended to the BCC for approval for use on a rotating basis for the period from date of award through December 31, 2018. Fees for services will be negotiated with the next successful RESPONDENT on each list and approved by the BCC as projects arise. In the event the next successful RESPONDENT on a list is offered the next project for services, and it refuses the project, or an acceptable price cannot be negotiated, it will be put at the end of the list for that Service Category.

The Services Categories are:

1. Architecture Services - Large Projects*
2. Architecture Services – Medium Projects*
3. Architecture Services – Small Projects*
4. Landscape Architecture Services
5. Civil Engineering Services
6. Mechanical Engineering Services
 - a) Energy Efficiency Engineer
7. Electrical Engineering Services
 - a) Lighting Consultant – Illuminating Engineer
8. Structural Engineering Services
9. Scheduling Services
10. Cost Estimating Services
11. Commissioning Services
12. Roofing Consultant
13. Land Surveying
14. Utilities Coordination

***Large Projects will be projects with construction budgets greater than \$5,000,000. Medium Projects will be projects with construction budgets between \$2,000,000 and \$5,000,000. Small Projects will be projects with construction budgets up to \$2,000,000.**

COUNTY plans to utilize BCC approval list on a rotational basis, or may conduct interview and evaluations of the firms from the BCC approved list, or conduct a separate Request for Qualifications process. COUNTY reserves the right to use a separate selection process for any Service Provider for any design and construction project.

3. DESIGNATED CONTACTS

The COUNTY's representative shall be the Design and Construction Manager of Real Property Management, telephone number (702) 455-5895. This representative will respond to questions concerning the scope of work of this eSOQ. Questions regarding the selection process for this eSOQ may be directed to Sandy Moody-Upton, Purchasing Analyst II, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-4424, email: scm@ClarkCountyNV.gov All questions should be submitted to COUNTY's representative in a reasonable time frame prior to submittal date.

4. CONTACT WITH COUNTY DURING eSOQ PROCESS

Communication between a RESPONDENT and a member of the BCC or between a RESPONDENT and a non-designated COUNTY contact regarding the selection of RESPONDENTS is prohibited from the time the eSOQ advertised until the item is posted on an agenda for approval of the lists of the selected firms based on the service category. Questions pertaining to this eSOQ shall be addressed to the designated contact(s) specified in the eSOQ document. Failure of a RESPONDENT, or any of its representatives, to comply with this paragraph may result in their eSOQ being rejected.

5. SUBMITTAL REQUIREMENTS

Submittals will **only** be accepted via Clark County eSOQ Website. Internet Explorer is recommended to access the eSOQ. A RESPONDENT may **only** submit an eSOQ for **TWO** Service Categories. COUNTY is not responsible for technical or other problems that may arise which limit your ability to access the Internet, reach the submittal web site or otherwise complete your submittal. If you delay stating your submittal and run out of time, your submittal will be accepted "as Is" at the close of the submittal period. Any incomplete submittals will be disqualified during the pre-evaluation screening.

Site Address: <https://ccsoq.clarkcountynv.gov> The eSOQ website will be hosted on Clark County's secure network.

6. MINIMUM CONSULTANT REQUIREMENTS

The following are the minimum consultant requirements for each service category. For additional consultant requirements refer to each individual service category.

1. CONSULTANT shall maintain a full-time office locally, with at least one principal keeping a permanent residence in Clark County and be able to legally execute all contracts with the COUNTY.
2. CONSULTANT shall perform the majority of the work of the projects utilizing full-time local offices.
3. CONSULTANT shall obtain and maintain the minimum amounts of insurance required by the COUNTY, as specified on the attached Sample Contract, Exhibit G. CONSULTANT shall furnish the required insurance not later than 10 calendar days after notification of Intent to Award.
4. CONSULTANT shall possess the professional licenses, registrations, and/or certifications as indicated in the Additional Consultant Requirements for each Service Category.
5. CONSULTANT shall possess an active Clark County business license, or business license in the jurisdiction in which CONSULTANT is licensed.
6. CONSULTANT shall be compliant and not take exceptions to the attached Sample Contract, be able to provide the Scope of Work, and construction management services (or affiliate with another firm who can provide construction management services) if required, as specified in attached Sample Contract, Exhibit A - Scope of Work, and Exhibits B, C, D, E, F, G and H.

7. DESCRIPTION OF SERVICES, CONSULTANT REQUIREMENTS, AND EVALUATION CRITERIA

1. **ARCHITECTURAL SERVICES - LARGE PROJECTS** (Construction Estimate \$5,000,000 and greater): Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Projects may also include full construction management. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Architect in the State of Nevada in accordance with NRS Chapter 623.
2. **ARCHITECTURAL SERVICES - MEDIUM PROJECTS** (Construction Estimate \$2,000,000 - \$5,000,000): Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Projects may also include full construction management. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Architect in the State of Nevada in accordance with NRS Chapter 623.

3. **ARCHITECTURAL SERVICES - SMALL PROJECTS** (Construction Estimate up to \$2,000,000): Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Projects may also include full construction management. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Architect in the State of Nevada in accordance with NRS Chapter 623.
4. **LANDSCAPE ARCHITECTURAL SERVICES:** COUNTY will require landscape architecture services for design for the construction of various projects. Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Landscape Architect in the State of Nevada in accordance with NRS Chapter 623A.
5. **CIVIL ENGINEERING SERVICES:** COUNTY will require Civil Engineering services for design for the construction of various projects. Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Engineer in the State of Nevada in accordance with NRS Chapter 625.
6. **MECHANICAL ENGINEERING SERVICES:** COUNTY will require Mechanical Engineering services for design for the construction of various projects. Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Engineer in the State of Nevada in accordance with NRS Chapter 625.

MECHANICAL ENGINEERING SPECIALTY SERVICES: Energy Efficiency Engineer may be called upon to provide added expertise to promote energy efficiency in buildings to identify, evaluate, select and integrate viable energy and sustainable design strategies. **Mechanical Engineers qualified to be included for this service should indicate on their submittal that they possess the appropriate qualifications and experience. Example of job duties, qualifications, and additional desired skills are listed below.**

Example of Job Duties:

- Model and analyze energy use in buildings in compliance with program guidelines using energy modeling software such as DOE 2.2, Equest, EnergyPlus, IES VE, Trane Trace, Carrier HAP.
- Perform site-specific engineering analysis and evaluation of energy efficiency projects and equipment.
- Utilize calculation methods including, but not limited to, degree day method, bin method, hourly simulation, lighting calculations, affinity laws, and electrical load and power requirements.
- Evaluate code requirements and propose interpretations, as applied to energy savings opportunities.
- Perform cost analysis of energy efficiency measures.
- Document modeling assumptions and results in advocating for energy-efficient design.
- Interact with architects, developers MEP engineers.
- Conduct energy audits (physical walk-through) in large commercial/ industrial buildings.

Qualifications:

- Bachelor's or Master's degree in Architecture, Mechanical Engineering, or other building-related technical field required.
- Professional certification, such as PE or CEM.
- Minimum four years direct professional experience in mechanical system design, energy modeling, commissioning and/or energy auditing
- Knowledgeable about building energy theory, principles, and practice, and qualitative and quantitative research methods and analyses.

- Ability to work with 3D CAD software, AutoCAD, Revit and/or SketchUp.
- Experience performing ASHRAE Level I & II or similar building energy audits and preparing audit reports and calculations.

Additional desired skills:

- Direct experience and proficiency using energy modeling programs for commercial buildings (eQuest, EnergyPlus, EnergyPro, Trace, HAP, Visual DOE, etc.)
- Detailed technical understanding of and experience with common environmental building codes and standards (e.g., ASHRAE 90.1, ASHRAE 62, ASHRAE 55, IESNA RP-33, ASHRAE 189, IECC)
- Knowledge of sustainable building practices, LEED, Energy Star, etc.
- Commissioning and/or retro-commissioning experience.

7. **ELECTRICAL ENGINEERING SERVICES:** COUNTY will require Electrical Engineering services for design for the construction of various projects. Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Engineer in the State of Nevada in accordance with Chapter 625.

ELECTRICAL ENGINEERING SPECIALTY SERVICES: Lighting Consultant / Illumination Engineer may be called upon to provide added expertise for lighting. Electrical Engineers qualified to be included for this service should indicate on their submittal that they possess the appropriate qualifications and experience. Example of job duties, qualifications, and additional desired skills are listed below.

Example of Job Duties:

- Provide innovative, sustainable, and energy efficient lighting designs for a wide variety of projects with in Clark County service territory.
- Responsible for electric lighting, daylighting, and lighting controls design.
- Lead lighting design projects from conceptual design phase through construction and commissioning.
- Prepare lighting calculations and models to produce predictive lighting system calculations simultaneously with accurate visualizations for any application of electric lighting and/or daylighting
- Compute a wide variety of lighting specific quantities in accordance with IES guidelines
- Assist with project scope, schedule and budget.
- Handle lighting layouts, illuminary schedules, lighting calculations, illumination reports.
- Design lighting projects with proven proficiency specialized software including AGI32 and Visual with proof of legal software registration required
- LC certification preferred
- Recommend light fixtures for project with respect to cost, performance, and aesthetics.
- Produce renderings using pictures and software manipulation tools to create conceptual lighting images
- Understand luminaire construction, design, maintenance, efficiency and optical characteristics.
- Prepare design layouts, fixture schedules, specifications, and calculations.
- Perform daylighting design including calculations, shadow studies, thermal implications, glare, etc.
- Knowledge of major light fixture manufacturers and lighting industry trends,
- Background or degree in electrical/mechanical/optical/lighting engineering
- Should be familiar with National Electric Code, IESNA recommended lighting levels, ASHRAE standards
- Understand IES standards, light color, color rendering, lumen maintenance, lamp life, ballast factors, system wattage and efficacy of various systems.

Qualifications: Certified Lighting Consultant (CLC) per the American Lighting Association (ALA)

8. **STRUCTURAL ENGINEERING SERVICES:** COUNTY will require Structural Engineering services for design for the construction of various projects. Basic services will vary by specific project, and may include, but not be limited to, reports and studies, program completion and schematic design, design development, construction documents, bidding assistance and construction contract administration. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work. CONSULTANT must be a registered Engineer in the State of Nevada in accordance with NRS Chapter 625.

9. SCHEDULING SERVICES:

ADDITIONAL CONSULTANT REQUIREMENTS: In addition to the Minimum Consultant Requirements the consultant shall:

1. Be familiar with construction in Clark County, Nevada (i.e., Building and Safety Codes, contract compliance regulations, Public Contracting Code, organized labor environment/ local contractors regularly doing business with Clark County, Nevada, local community concerns, etc.). Scheduling Services will date from the initial Notice to Proceed. Other tasks will be initiated by written Notice to Proceed to the Consultant.
2. The Scheduler shall have construction scheduling experience with an emphasis in building construction. In addition, the Scheduler shall possess the following minimum qualifications:
 - a. Have a minimum of five (5) years of construction experience; and a thorough knowledge of construction means, methods and equipment typically employed in the areas listed above.
 - b. Have advanced computer skills and proficiency with construction document control, and scheduling software.
 - c. Be proficient in critical path construction scheduling and analysis.
3. License/certification: Certified Scheduling Technician.

DESCRIPTION OF SERVICES: COUNTY will require Scheduling services for various projects. Basic services will vary by specific project. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit F, Scope of Work.

SCOPE OF SERVICES

1. The Consultant shall provide one full-time Scheduler who shall provide the following services:
 - a. Review the Contractor's construction schedules, verify construction progress in the field, and prepare written analysis and recommendations for response.
 - b. Provide parallel schedules to the Contractor's monthly update schedules based on field observations and weekly (three-week look ahead) schedules.
 - c. Assist Construction Managers in reviewing requests for time extensions, analyze and submit written recommendations for action, including analysis of costs due to compensable delays, schedule impacts, and alternatives for mitigating delays.
 - d. Participate in weekly construction meetings with the Contractor(s).
 - e. Prepare and maintain a schedule of each project and program status.
 - f. Assist Construction Managers in supporting a Web-based collaboration system.
2. All scheduling is to be performed using MS Projects, Primavera P3, P6, or newer running under Windows XP Professional or Windows 7. as directed by the Engineer.
3. The Consultant shall provide in-house training for Construction Managers teaching them the fundamentals of project scheduling, and instruction on how to create, maintain and review project schedules using P3 or P6 as directed by the County/Engineer. Trainers shall be certified Primavera trainers and have successfully trained users in the use of Primavera P6. Training shall include preparing customized training materials as well as train-the-trainer materials. At least four hours of training shall be made available monthly, as directed by the Engineer. Training shall be conducted at the Clark County Building (subject to change) and shall be available to all Project Construction Managers/Coordinators, Senior Construction Managers/Coordinators, in the Construction Division.
4. Primavera Support: The Consultant shall obtain services from Oracle, or an authorized Oracle representative, to assist with the implementation of Primavera P6 or newer as directed by the County/Engineer. Services include configuration, installation, user interface and acceptance testing of the software.

5. Additional As-Needed Services: Upon request from the County/ Engineer, the Consultant shall provide additional as-needed services to support contract administration of various construction projects.

10. **COST ESTIMATING SERVICES:**

ADDITIONAL CONSULTANT REQUIREMENTS: In addition to the Minimum Consultant Requirements the consultant shall:

1. Be familiar with construction in Clark County, Nevada (i.e., Building and Safety Codes, contract compliance regulations, Public Contracting Code, organized labor environment/ local contractors regularly doing business with Clark County, Nevada, local community concerns, etc.). Scheduling Services will date from the initial Notice to Proceed. Other tasks will be initiated by written Notice to Proceed to the Consultant.
2. License/certification: Possess a minimum of a Certified Professional Estimator certification or Quantity Surveyor certification on staff and in responsible charge of the work.

DESCRIPTION OF SERVICES: COUNTY will require Estimating services for various projects. Basic services will vary by specific project. Fees will be negotiated as projects arise.

SCOPE OF SERVICES

1. The Consultant shall provide as-needed estimating services for new projects, and for estimating, reviewing and verifying contractor costs or quotes, as directed.
2. The Estimator(s) shall be responsible for providing independent cost estimates and must have experience in estimating in all trades of heavy civil, transportation, buildings and harbor related construction, and a thorough knowledge of construction means, methods and equipment typically employed in these areas.
3. Estimates shall be submitted in Microsoft Excel 2010 or newer or industry standard cost estimating software, as directed.
4. The Consultant shall provide in-house training for Construction Managers teaching them the fundamentals of construction estimating and instruction on how to create and review construction estimates using Microsoft Excel 2010 or newer as directed by the County/Engineer. At least four hours of training shall be made available monthly, as directed by the Engineer. Training shall be conducted at the Clark County Building (subject to change) and shall be available to all Project Construction Managers/Coordinators, Senior Construction Managers/Coordinators, in the Construction Division.
5. Additional As-Needed Services: Upon request from the County/ Engineer, the Consultant shall provide additional as-needed services to support contract administration of various construction projects.

11. **COMMISSIONING SERVICES:**

ADDITIONAL CONSULTANT REQUIREMENTS: In addition to the Minimum Consultant Requirements the consultant shall: Be listed on the Clark County Building Department list of approved commissioning agencies, per TG-92, and possess a minimum of one individual certification for Commissioning Authorities (CxA), on staff and in responsible charge of the work by one or more of the following:

- The Association of Energy Engineers (AEE)
- The American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
- The Building Commissioning Association (BCA)
- National Environmental Balancing Bureau (NEBB)
- The University of Wisconsin Madison (UWM)
- AABC (Associated Air Balance Council) Commissioning Group, (ACG)

DESCRIPTION OF SERVICES: COUNTY will require Commissioning Agent (CxA) services for various projects. Basic services will vary by specific project. Fees will be negotiated as projects arise.

SCOPE OF SERVICES: Consultant (CxA) shall have the ability to: Develop and coordinate the implementation of a Commissioning Plan; review and understand the county's project requirements, perform design reviews, observe and document the installation, checkout, start-up, and equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the Contract Documents; and to assist county in developing correct and complete documentation of the construction effort.

The CxA ensures compliance with (ANSI/ASHRAE/IES) Standard 202-2013, Commissioning Process for Buildings and Systems. This standard provides procedures, methods, and documentation requirements for each project delivery activity from predesign through occupancy and operations. The Commissioning Process is a quality-focused process for enhancing the delivery of a project. This process focuses upon verifying and documenting that all of the commissioned systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet COUNTY's Project Requirements. In addition to Standard 202-2013, the CxA should follow other standards including but not limited to ASHRAE 52.2-2007, ASHRAE 55-2010, ASHRAE 62.1-2013, ASHRAE 90.1-2013 and the ASHRAE Advanced Energy Design Guide for Small to Medium Office Buildings-2011.

12. **ROOFING CONSULTANT SERVICES:**

ADDITIONAL CONSULTANT REQUIREMENTS: In addition to the Minimum Consultant Requirements the consultant shall: Possess a minimum of a Registered Roof Consultant, as recognized by RCI, Inc., on staff and in responsible charge of the work.

DESCRIPTION OF SERVICES: COUNTY will require Registered Roofing Consultant services for various projects. Basic services will vary by specific project. Fees will be negotiated as projects arise.

SCOPE OF SERVICES: Consultant shall have the ability to:

1. Review existing roof systems of all material types and provide assessment and recommendations for the maintenance, repair, and/or replacement of the roof system.
2. Coordinate with COUNTY's professional architect/engineer for the implementation of recommendations with consultation on roof details, specifications, and warranties.
3. Coordinate with COUNTY's professional architect/engineer to provide consultation on the design of new roof systems including details, specifications, and warranties.
4. Coordinate with COUNTY's professional architect/engineer and contractor to provide observations and recommendations during the construction of the roof including demolition if it is part of the scope of work.

13. **LAND SURVEYING (Boundary/Topo/Alignment):**

ADDITIONAL CONSULTANT REQUIREMENTS: In addition to the Minimum Consultant Requirements the consultant shall: Possess a minimum of one Nevada Registered Professional Land Surveyor, in accordance with NRS 625, on staff and in responsible charge of the work.

SCOPE OF SERVICES: Consultant shall have the ability to: Establish boundaries, alignments, limits of rights-of-way, and so forth, sufficiently tied to the land net (United States Public Land Survey) to enable the survey to be retraced. This work includes the resolution of conflicting surveys, identifying and addressing title issues within the scope of the land surveyor's authority, the preparation of certified legal descriptions of the area surveyed and acquisition areas, preparation of right-of-way plans/plats, and the measurement of the earth's contours and of fixed work to include ground control, aerial mapping, and generation of Nevada State Plane coordinates as specified.

14. UTILITIES COORDINATION SERVICES:

ADDITIONAL CONSULTANT REQUIREMENTS: In addition to the Minimum Consultant Requirements the consultant shall: Possess a minimum of one Nevada Registered Professional Engineer (Civil), in accordance with NRS 625, on staff and in responsible charge of the work.

SCOPE OF SERVICES: Consultant shall have the ability to:

1. Coordination with utility companies to determine existing and/or proposed utilities. Request as-built record drawings.
2. Using Engineer's electronic CAD mapping files, input utility record drawing information into mapping file on a separate layer.
3. Coordinate the preparation of construction plans to avoid utility conflicts.
4. Prepare plans and specifications for the relocation of existing utilities, as well as new facilities for water and sewer lines associated with road and flood control improvements.
5. Provide Subsurface Utility Engineering services, through a sub-consultant if required, to locate existing utilities. Task includes all permitting, traffic control, notifying "CALL BEFORE YOU DIG," excavating holes to locate utilities with vacuum extractor method, survey to obtain horizontal and vertical elevations of the utilities being found, and pavement patching per the Agency requirements. Said sub-consultant must be approved by Clark County.
6. Coordinate with municipalities for related inspections.

8. EVALUATION CRITERIA

1. **FIRM INFORMATION:** Provide the firm's information as requested. NOTE: Answering NO to any of the "Minimum Consultant Requirements", will disqualify the firm from consideration as a professional service provider in this service category.
2. **EXECUTIVE SUMMARY:** Briefly summarize the important elements of the proposer's qualifications that the proposer wishes to highlight to the selection committee. Indicate any feature(s) that may differentiate this team from others.
3. **QUALIFICATIONS:** Provide a brief resume of qualifications, certifications and the professional expertise/discipline of the principal(s) and staff of the firm who would be performing the work of the projects.
4. **EXPERIENCE:** Provide a brief resume of public project(s) performed in the last five years, including the name(s) of agency contact(s) and telephone number(s). Include a separate listing of any current Clark County Professional Service Contract(s) or Contract(s) that has/have been performed and/or completed within the past six calendar months.
5. **BUDGET/SCHEDULE ADHERENCE:** Provide a brief resume of public projects accomplished by the firm within the past five years, substantiating the firm's ability to adhere to budget and time schedules. Note any challenges regarding the budget and/or schedule and how the firm addressed the issue.
6. **LOCAL FAMILIARITY:** Provide a brief statement of the firm's knowledge and familiarity with the County's needs, goals, requirements and regulations.
7. **PROFESSIONAL LICENSURE/CERTIFICATIONS:** FIRM shall possess and submit verification to the COUNTY of all required State of Nevada Professional Licenses, certifications, and registrations.

9. METHOD OF EVALUATION AND AWARD

Since the service requested in this eSOQ is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The eSOQ submittal(s) may be reviewed individually by staff members through an ad hoc committee to assist the CHIEF FINANCIAL OFFICER. The finalists may be requested to provide the COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the eSOQ's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. If interviews are necessary, the interview process shall include principal(s) of the firm. The CHIEF FINANCIAL OFFICER will present his recommendation to the BCC for approval.

The BCC reserves the right to award the contract based on objective and/or subjective evaluation criteria. These contracts will be awarded on the basis of which proposal the BCC deems best suited to fulfill the requirements of the eSOQ taking in consideration RESPONDENT's current or previously awarded Contracts. The BCC reserves the right to make the award to a list of qualified RESPONDENTS, to use on a rotating basis as projects over \$50,000 in professional services fees are started from date of award through December 31, 2018. In the event the next successful RESPONDENT on any of the lists is offered the next project for services, and it refuses the project, it will be put at the end of that list for that Service Category. The BCC also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this eSOQ.

The fees for the professional services will be negotiated with the RESPONDENT(S) selected by BCC as projects are started.

10. PRE-DESIGN CONFERENCE

- A. The CONSULTANT shall attend a mandatory Pre-Design Conference, which the COUNTY will schedule before the execution of the Contract. The conference is to be held at a convenient location approved by the COUNTY.
- B. The CONSULTANT will conduct the meeting and COUNTY will review with the CONSULTANT both parties' responsibilities and personnel assignments.
- C. Attendees: Authorized representatives of the COUNTY, CONSULTANT and its sub consultants, CONSULTANT's scheduler, and their sub consultants, and other concerned parties. Participants at conference will be familiar with Project and authorized to conclude matters relating to the design.
- D. The COUNTY will provide the CONSULTANT with a standard scheduling template, similar to the attached sample Contract's Exhibit F.
- E. Deliverable: CONSULTANT shall be responsible for presenting the COUNTY with a mutually agreed upon and completed Design Schedule on CD ROM, prior to award, will be incorporated into the Contract in Exhibit F, and approved by the BCC.
- F. Agenda: Discuss items of significance, including, but not limited to the following:
 1. Team Introduction (including the CONSULTANT's scheduler)
 2. Project Overview
 3. Project Communication
 4. Authorities and Responsibilities
 5. Progress Meetings
 6. Design Schedule Requirements
 7. Standard Design Schedule Template
 8. Submittal Requirements and Review Procedures
 9. Time Extension Procedures
 10. Request for Information Procedures
 11. Substantial Completion

11. WITHDRAWAL OF PROPOSAL

RESPONDENT(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the eSOQ document in order to be accepted.

No eSOQ may be withdrawn for a period of 120 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period.

If a RESPONDENT intended for award withdraws their proposal, that RESPONDENT may be deemed non-responsible if responding to future solicitations.

12. REJECTION OF PROPOSAL

COUNTY reserves the right to reject any and all proposals received by reason of this request.

13. PROPOSAL COSTS

There shall be no obligation for the COUNTY to compensate RESPONDENT(S) for any costs of responding to this eSOQ.

14. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the eSOQ, a written addendum will be provided to all RESPONDENT(S) in written form from the Purchasing Analyst. COUNTY is not bound by any specifications by COUNTY's employees, unless such clarification or change is provided to RESPONDENT(S) in written addendum form from the Purchasing Analyst.

15. PUBLIC RECORDS

The 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 the County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the County may not be disclosed until the proposal is recommended for award of a contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. RESPONDENT(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the RESPONDENT and will not be considered for award.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among RESPONDENT(S) and prospective RESPONDENT(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such RESPONDENT(S) void.

Advance disclosures of any information to any particular RESPONDENT(S) which gives that particular RESPONDENT any advantage over any other interested RESPONDENT(S), in advance of the opening of proposals, whether in response to advertising or an informal eSOQ, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular eSOQ.

18. BUSINESS LICENSE REQUIREMENTS

1. CLARK COUNTY BUSINESS LICENSE / VENDOR REGISTRATION

2. Prior to award of this eSOQ, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

3. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

4. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. CONTRACT

A sample of the COUNTY's Standard Contract is attached. By submitting a proposal for this eSOQ, CONSULTANT shall not take exceptions to the Standard Contract. Exhibits A, B, C,D, E and F will be negotiated on the basis of the specific project.

SAMPLE CONTRACT

CLARK COUNTY, NEVADA PROFESSIONAL SERVICES

for

REAL PROPERTY MANAGEMENT 2017 - 2018
eSOQ NO. 604166-16

RPM RP NO.

//COMPANY NAME//
NAME OF FIRM
//Designated Contact, Title//
DESIGNATED CONTACT AND NAME (Please type or print)
//Complete Address. Spell out.//
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
//Enter in (XXX) XXX-XXXX format//
(AREA CODE) AND TELEPHONE NUMBER
//Enter in (XXX) XXX-XXXX format//
(AREA CODE) AND FAX NUMBER
//Email address//
E-MAIL ADDRESS

PROFESSIONAL SERVICES FOR REAL PROPERTY MANAGEMENT

This Contract is made and entered into this **ENTER DAY** day of **ENTER MONTH**, 20**XX**, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and **//LEGAL NAME//** (hereinafter referred to as CONSULTANT), for PROFESSIONAL SERVICES FOR REAL PROPERTY MANAGEMENT (hereinafter referred to as PROJECT).

WITNESSETH:

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

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

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. Independent Contractor

It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. Employment of Unauthorized Aliens

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

C. Non-Discrimination

CONSULTANT acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the COUNTY may declare the CONSULTANT in breach of the Contract, terminate the Contract, and designate the CONSULTANT as non-responsible.

D. No COUNTY Employee Benefits or Rights

CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of the COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.

E. Quality of Work/Correction of Errors

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

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

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

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

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

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

It shall be the duty of the CONSULTANT to assure that all services and products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product, which violates or infringes on any copyright or patent rights. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its services and work products. Permitted or required approval by the COUNTY of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

COUNTY'S review, approval, acceptance, or payment for any of CONSULTANT'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONSULTANT'S performance or failures to perform under this Contract. The COUNTY'S review, approval, acceptance or payment for any of the services performed by the CONSULTANT shall not be construed as a waiver of any rights of the COUNTY under this Contract.

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

G. CONSULTANT'S Representative(s)

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

H. Drawings and Specifications

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

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

I. Staff Availability

The CONSULTANT agrees that its officers and employees will cooperate with the COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

CONSULTANT has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.

J. Disclosure of Ownership/Principals

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

K. Rights and Remedies

The rights and remedies of the COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

L. Substitution Requests

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

M. Utility/Regulatory Agency Submittals/Reviews

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

N. Bid Alternates and Rebids

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

O. Project Meetings

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

P. Specifications

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

Q. Meeting Minutes

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

R. Site Visits

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

S. Design Schedule

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

T. Manufacturer/Brand Names

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

U. Design Standards

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

V. Accuracy of Data

CONSULTANT will be responsible to verify the accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

W. ADA Requirements

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

X. Responsibility for Construction Cost

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

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

Y. Change of Ownership / Key Personnel

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

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

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

SECTION II: RESPONSIBILITY OF COUNTY

A. COUNTY'S Cooperation

The COUNTY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. COUNTY'S Representative

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

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

C. Documents and Work Review Comments

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

The COUNTY will have the right, but not the responsibility, to review the work product and/or the deliverables of the CONSULTANT and may provide design review comments to be incorporated into the documents. COUNTY'S comment documentation may be provided as red-lined drawings, electronic format and/or hard copies. The review comments of CONSULTANT'S work by the COUNTY'S representative may be reported in writing as needed to CONSULTANT. It is understood that COUNTY'S representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

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

D. Project Data

COUNTY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which COUNTY has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
3. The COUNTY shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the COUNTY'S objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
4. The COUNTY shall furnish available structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports, as applicable as required by law or the Contract Documents.

CONSULTANT shall return any original data provided by COUNTY.

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

CONSULTANT will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

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

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

E. Notification of Faults, Defects, or Nonconformance

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

F. Certification Requests

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

G. Project Site Access

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

H. Project Bidding Process

The 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. The COUNTY will provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the CONSULTANT.

I. COUNTY'S Rights

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

SECTION III: SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

- f. Off-Sites: Design of off-site improvements as required, including, but not limited to the following: ADA requirements, sidewalks, driveways, paving, street lighting, street signage, striping, curbs, gutters and drainage structures, if required.
 - g. Requirements: Review code, ordinance and zoning requirements of the jurisdictional building department relative to the Project, before submitting drawings and specifications for the plans check process.
 - h. Stamped Drawings: Three “wet-stamped” sets of all drawings required for building department review and prepare permit applications to initiate the plans review process for building permits. Applications shall be made in the name of the COUNTY (Clark County).
 - i. Project Budget: Design the project within the specified budget. Prior to bidding, prepare a schedule of total probable project costs, including but not limited to the following: on-site and off-site construction cost estimates; Construction Contractor overhead and profit.
 - j. Approvals: Secure all required civil plan approval signatures and provide conformed construction drawings and complete bid document packages, ready for bidding of the development of the Project.
 - k. Work Product: The work product(s) required by this phase of work include but are not limited to the following:
 - i. Copies of all required reports and studies
 - ii. Copies of all applications and design submittals (utilities/governing bodies) and approvals
 - iii. 60% plans, specifications and cost estimates
 - iv. 95% plans, specifications and cost estimates
 - v. Copies of plan check submittals, applications with PAC numbers, HTE numbers and calculations
 - vi. Final project cost estimate
 - l. Deliverables: The deliverables required by this phase of work includes but is not limited to the Paragraph K above and as listed in attached **Exhibit B**.
6. **BIDDING OR NEGOTIATIONS PHASE:** The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:
- a. The CONSULTANT shall monitor, track and respond to all comments, revisions, changes and/or modifications required of the project plans, design and details required by the plans check process of the governing authority jurisdiction, in a timely manner.
 - b. The CONSULTANT shall edit bid profile information including but not limited to the following: bid forms, Instructions to Bidders, Special Instructions to Bidders, Special Conditions and bid schedules provided by COUNTY for review and approval by RPM and Clark County Purchasing and Contracts.
 - c. Bid Sets of Drawings: After completion of the plans check process, the CONSULTANT shall provide two (2) CD's (CD's shall be in an approved format designated by the COUNTY). Prior to the production of the Bid Sets CD's, the CONSULTANT shall correct, revise, update and/or modify the plans check drawing originals to reflect the Approved Building Plans (approved by the jurisdictional building department), upon which Building Permits will be issued; and any other plans check requirements and/or revisions thereto.
 - d. Construction Sets of Drawings: After completion of the bid opening and award of bid, and prior to Construction Notice to Proceed, the CONSULTANT shall correct, revise, update and/or modify, bid set drawings, as necessary, to reflect all bid addenda revisions and clarifications. The CONSULTANT shall provide 15 (five sets delivered to RPM; 10 sets delivered to the Construction Contractor) sets of individually rolled Construction Sets of drawings that match the revised approved building plans.

- e. Prebid Conference: Attend the prebid conference and prepare any necessary addenda and/or modified documents identified during or after the prebid conference as directed by RPM.
- f. Questions/Concerns: Respond to design related/construction questions and make recommendations to RPM for the resolution of those issues. Provide additional details or information, if and when required, for proper execution of the Work. Become acquainted with standard or reference specifications referred to in Division 1. Questions / Concerns will be addressed through addendum.
- 7. **CONTRACT ADMINISTRATION PHASE:** The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:
 - a. **Basic Services for the Administration of the Construction Contract:** The CONSULTANT shall provide the following Basic Services for the administration of the construction contract, commencing with the award of the construction contract and terminating at the earlier of, the issuance of the final certificate of payment or sixty (60) calendar days after the date of substantial completion of the Work of the Project. The CONSULTANT shall perform in the following manner:
 - i. The CONSULTANT shall be a representative of and shall advise and consult with RPM during construction, until completion of the contract.
 - ii. The CONSULTANT shall visit the site at a minimum of once per week, coinciding with the scheduled weekly project meeting, or as appropriate to the stage of construction or as otherwise agreed by RPM and the CONSULTANT in writing; however, the taking, production and distribution of the weekly construction project minutes shall be the responsibility of the CONSULTANT. The site visits are to familiarize the 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, the CONSULTANT shall keep RPM informed of the progress and quality of Work, and shall protect the COUNTY against errors and omissions in the Work.
 - iii. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's responsibility under the contract for construction. The CONSULTANT shall not be responsible for the Construction Contractor's schedules or failure to carry out the Work in accordance with the Construction Documents. The CONSULTANT shall not have control over or charge of acts or omissions of the Construction Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the Work.
 - iv. The CONSULTANT shall have access to the Work at all times.
 - v. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, RPM and the Construction Contractor shall communicate through the CONSULTANT. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT.
 - vi. Based on the CONSULTANT'S observations and evaluations of the Construction Contractor's applications for payment, the CONSULTANT shall review and certify the amounts due the Construction Contractor.
 - vii. The CONSULTANT'S certification for payment shall constitute a representation to RPM, based on the CONSULTANT'S observations at the site and on the date comprising the Construction Contractor's application for payment, that, to the best of the CONSULTANT'S knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents.

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

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

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

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

- d. Explain Contract Documents: Assist in the interpretation and understanding of the intent of the Contract Documents. Assure same day response from its sub-consultants during construction to minimize delays in the interpretation of construction documents. Respond to Requests for Information (RFIs).
- e. Limitations of Authority: Unless specific exceptions are established by written instructions issued by RPM, the Project Representative will not:
- i. Authorize major deviations from the Contract Documents.
 - ii. Personally conduct any tests.
 - iii. Enter into the area of responsibility of the Construction Contractor's superintendent.
 - iv. Expedite the Work for the Construction Contractor.
 - v. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
 - vi. Authorize or suggest that RPM occupy the Project, in whole or in part, prior to Substantial Completion.
- f. Work Product and Deliverables
- i. The terms "Work Product" and "Deliverables" for the purpose of this Contract have been defined as shown in the attached Definitions, Section VIII.
 - ii. The Contract stipulates the Work Product items and the Deliverable items that shall be delivered to RPM at the completion of each phase of the work.
 - iii. When required for delivery, three copies of the conformed version of all plats, plans and drawings of the Project produced under the Contract shall be provided as reproducible, scaled, acetate, Mylar(s) on a 24" x 36" sheet(s) with suitable border, title block, scale indicator and north arrow. Three copies of the conformed "Wet Stamped Bluelines" shall also be provided.
 - iv. When required for delivery, three copies of the same information shall also be provided in ACAD 2006 format, plot only, on computer disk.
 - v. When required for delivery, three sets of hard copy and two electronic file copies in Microsoft Word format on computer disk of all approved technical specifications and any other bid documents for which CONSULTANT is responsible shall be provided. Hard copies shall be provided as proofed, camera-ready originals on 8-1/2" x 11" sheets. COUNTY will provide a hard copy of the Boilerplate terms, conditions and bid instructions to the CONSULTANT. COUNTY will provide all copies of bound, written bid documents required for bidding.
 - COUNTY will provide four bound copies of the final project manual to the CONSULTANT.
 - vi. When required for delivery, the various categories of blue line drawings shall be individually rolled and banded sets of drawings. If additional sets of the drawings are required, RPM will reproduce or request the CONSULTANT to furnish as a reimbursable expense.
 - vii. When required for delivery, two bound copies of each report and study (Traffic, Drainage, Soils, etc.) prepared for the project along with copies of approved shop drawings and submittals shall be provided to RPM, prior to the final completion of the Project.
 - viii. Fifty bound, individually rolled sets of blue line construction drawings shall be provided for bidding of the Project. If additional sets of the drawings are required, RPM will reproduce or request the CONSULTANT to furnish as a reimbursable expense.

8. **POST CONTRACT SERVICES**

- a. The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II.

9. **SUPPLEMENTAL SERVICES**

- a. The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II.

SECTION IV: CHANGES TO SCOPE OF WORK/ADDITIONAL SERVICES

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

The COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONSULTANT for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of change unless the COUNTY grants a further period of time before the date of final payment under this Contract.

B. **Additional Services**

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

C. **CONSULTANT Agreement to Changes**

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

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

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. **Project Fee**

COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**) for the not to exceed fee amount of \$**ENTER AMT**. The COUNTY'S obligation to pay CONSULTANT cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by 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 fee. The construction project designed by the CONSULTANT cannot exceed the budgeted amount of \$**ENTER AMT**.

B. Progress Payments

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

C. Payment of Invoices

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the COUNTY'S representative.
2. The COUNTY'S representative shall notify the CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the COUNTY and the CONSULTANT, payment will be made in accordance with paragraph C.1 above. The CONSULTANT may invoice for approved and completed work on a monthly basis.

If the payment period exceeds thirty (30) calendar days, the CONSULTANT will contact the COUNTY Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the CONSULTANT, the CONSULTANT may submit a seven-calendar day written notice to the COUNTY. If payment is not received within the seven (7) calendar day period, the 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) The CONSULTANT may petition the COUNTY for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by COUNTY Staff, may be exercised by the CONSULTANT.

3. No penalty will be imposed on COUNTY if the COUNTY fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
4. In the event that legal action is taken by the COUNTY or the 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.

D. Right to Off-Set

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

E. Invoice Submission

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

F. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which the COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

3. COUNTY'S total liability for all charges for services, which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to the CONSULTANT.

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

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

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

H. **Reimbursable Expenses**

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

I. **Final Payment**

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

SECTION VI: SUBCONTRACTS

A. **Approval to Subcontract**

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

B. **CONSULTANT'S Responsibility**

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 Contract by CONSULTANT'S subcontractor.

C. **Compensation**

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

D. **CONSULTANT Coordination**

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

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

E. Meeting Attendance

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

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

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

B. Suspension

COUNTY may suspend performance by CONSULTANT under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least fourteen (14) calendar days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance.

In the event COUNTY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of thirty (30) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by the COUNTY.

C. **Termination**

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the COUNTY for its convenience; but only after the CONSULTANT is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the COUNTY prior to termination.
3. If termination for default is effected by the COUNTY, the COUNTY will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the COUNTY by reason of the CONSULTANT'S default.
4. If termination is for the COUNTY'S convenience, the COUNTY shall pay the CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
5. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the COUNTY'S representative, copies of all deliverables as provided in Section I.
6. Upon termination, the COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONSULTANT shall cease conducting business, the COUNTY shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.
7. If after termination for failure of the CONSULTANT to fulfill contractual obligations it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY.
8. The rights and remedies of the COUNTY and the CONSULTANT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

D. **Covenant Against Contingent Fees**

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

E. **Gratuities**

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

F. **Insurance**

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

G. **Indemnity**

The CONSULTANT does hereby agree to defend, indemnify, and hold harmless the COUNTY and the employees, officers and agents of the COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Contract.

H. **Subcontractor Information**

The 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), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit H**). The information provided in **Exhibit H** by the CONSULTANT is for the COUNTY'S information only.

I. **Audits**

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

SECTION VIII: DEFINITIONS

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

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

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

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

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

6. **Contract Documents:** The Drawings and Project Manual including General Conditions and Technical Specifications for the Work which is the legal basis for the Contract for Constructions and the detailed description of the Project requirements.
7. **CCP&R:** Clark County Parks and Recreation.
8. **Construction Administration (CA):** The Phase of the Project in which the CONSULTANT performs limited Project Representation and Oversight as Basic Services to the COUNTY. This Phase begins with the award of the Contract for Construction and the Notice to Proceed to the General Construction Contractor or Prime Construction Contractor.
9. **Construction Project Manager (CPM):** Entity or Individual contracted by the COUNTY to perform Construction Management services during the Construction Phase of the Project.
10. **Deliverables:** Instruments of Service, versions, revisions and/or modifications of contracted reports; studies; surveys; topographic surveys; maps; parcel maps; legal descriptions; services; meeting minutes; presentation plans and/or drawings; individually rolled and banded bid sets of drawings; individually rolled, bound and banded Construction Documents.
11. **Drawings:** The drawings are the graphic and pictorial portions of the Instruments of Service and of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
12. **Opinion of Probable Cost (OPC):** A written estimate (calculation) of various levels of detail that itemizes and summarizes anticipated prices and expenses associated with the construction of the work described by the Contract Documents. May be used interchangeably with the term, Construction Cost Estimate.

13. **Final Completion:** Final Completion is the stage in the progress of the Work of the Project, when all Work items and/or Facility elements included in the project is/are totally, complete, such that the COUNTY can occupy or utilize the Work for its intended use, including all "Punch List" and corrective work required of the Construction Contractor and receipt of all required documents, certificates of occupancy, warranties, operating manuals, deliverables, "as built" drawings, materials, supplies delivered to the COUNTY by the Construction Contractor. The date of approval of Final Completion will establish the official Final Approval Date of the Project; and initiate the authorization for **Final Payment** to the Construction Contractor. The definition applies both to professional services and construction work projects.
14. **Final Payment:** Final Payment, constituting the entire unpaid balance of the Contract sum, shall be made to the CONSULTANT / Construction Contractor by the COUNTY, when the Contract has been fully performed and all terms, conditions and deliverables have been performed by the CONSULTANT / Construction Contractor and received by the COUNTY. In construction projects, in addition to the items listed above, the final payment authorization will require a final Project Certificate for Payment, issued and approved by the CONSULTANT, Construction Manager, Landscape CONSULTANT and/or Engineer. Final payment shall be made by the COUNTY not more than thirty (30) calendar days after receipt of the final Payment Certificate. The definition applies both to professional services and construction work projects.
15. **Instruments of Service:** Designs, drawings, specifications, design calculations, notes, sketches, presentation boards, renderings, computer-based graphics, video, reports, schedules or other item(s) produced by the CONSULTANT or its sub consultant(s) as a part of this Project.
16. **Notice:** Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile.
17. **Prime CONSULTANT:** The CONSULTANT that is signatory to this Contract.
18. **Completion Date:** The date established by Contract which the Work of the Project / Construction is scheduled for completion and ready for utilization / occupancy by the COUNTY. The definition applies both to professional services and construction work projects.
19. **Project Schedule (Schedule):** Document prepared by the CONSULTANT and approved by RPM that establishes and defines major work elements, benchmarks and deadlines required to meet the mandated completion date(s) for the design, bidding and construction of the Project.
20. **Project Facilities Program:** A written description that includes but is not limited to a summary of spatial, quantitative, qualitative and economic factors which define the scope of the facilities to be designed and constructed.
21. **Project Manual:** The project manual is the volume usually assembled for the Work, which may include the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions Bid Forms, Bond and Insurance Forms, and Technical Specifications.
22. **Project Scope:** The professional services required by the Contract.
23. **Punch List:** Report prepared by CONSULTANT, including all disciplines, with the assistance of RPM, listing all deficiencies and repairs of the Project to be made and/or corrected by the Construction Contractor prior to the final completion, acceptance of the construction of the Project and final payment.
24. **COUNTY'S Designated Representative:** A member of the COUNTY'S staff or Contract Employee of the COUNTY who has been given specific limited authority to represent the COUNTY during the course of the Project (COUNTY).
25. **RPM:** Clark County Real Property Management Department (COUNTY'S representative).
26. **Specifications:** The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

27. **Sub consultant:** Professional or business entity contracted by and under the direct supervision and control of the Prime CONSULTANT for the purposes of providing professional services to the Prime CONSULTANT.
28. **Subcontractor:** A lower-tier contractor who is directly employed by the General Construction Contractor.
29. **Substantial Completion:** Substantial Completion is the stage in the progress of the Work of the Project, when all Work items and/or Facility elements included in the project, or designated portion thereof, is/are sufficiently complete in accordance with the Contract Documents and such that the COUNTY can occupy or utilize the Work for its intended use, and that any remaining activity of the Construction Contractor shall not interfere with such use. The date of approval of Substantial Completion will establish the official Substantial Completion Date, and initiate the preparation of the Project Punch List, for final and corrective work to be accomplished by the Construction Contractor. The definition applies both to professional services and construction work projects.
30. **Work of the Project:** The professional services produced by the CONSULTANT performing the specific tasks of the Agreement required for the design, bidding and construction of this Project.
31. **Product:** The final copy, version, revision and/or modification of required plats; plans; drawings and construction details of the project and the "camera ready" versions of bid profiles and technical specifications prepared under the terms of this Agreement.

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
YOLANDA T. KING
Chief Financial Officer

_____ DATE

CONSULTANT:

//LEGAL NAME//

By: _____
//NAME//
//Title//

_____ DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

_____ DATE

EXHIBIT A
eSOQ NO. 604166-16
SCOPE OF WORK
PROFESSIONAL SERVICES FOR REAL PROPERTY MANAGEMENT 2017 - 2018

DESCRIPTION OF PROJECT:

PROJECT LOCATION: LOCATION OF PROJECT

BACKGROUND: BRIEF BACKGROUND OF PROJECT

COUNTY'S REPRESENTATIVE

AND INVOICE SUBMITTAL: CONTACT NAME, TITLE
Clark County Real Property Management Department (RPM)
500 South Grand Central Parkway, 4th Floor
P.O. Box 551825
Las Vegas, Nevada 89155-1825
Telephone Number: (702) 455-XXXX

PROJECT CONSTRUCTION BUDGET:

PROJECT shall be designed so that the construction cost shall not exceed \$ENTER AMT.

PROJECT COMPLETION:

The Work for the Project shall be completed in final, approved form, presented to RPM and filed into the jurisdictional building department (within which the project resides) plans check process, no later than _____ (___) calendar days after the Notice to Proceed is issued. The Consultant Agreement shall be considered to be in full force and effect based upon consultant's completion of the services enumerated in the Exhibits and beginning from the date the Consultant receives "Notice to Proceed".

Completion of services shall be completed in the time frame described in the above paragraph and before Month Day, Year unless such date is amended by County.

Provide professional services for project administration, design, permit assistance, bid assistance, and construction contract administration including services during the Contractor's Administrative Notice to Proceed, project closeout; and Exhibits A, B, C, D, E, and F.

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

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

SCOPE:

II. SCHEDULE OF DESIGNATED SERVICES

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

II. SCHEDULE OF DESIGNATED SERVICES (continued)

PROJECT:	Supplemental Services		
Project #:			
Date:	9		
R=Responsibility; (C=Consultant; O=Owner; N=NIC)	R	Remarks and Exceptions	
Supplemental Services	.54 Special Studies		
	.55 Tenant-Related Services		
	.56 Special Furnishings Design		
	.57 FF&E Services		
	.58 Special Disciplines Consultation		
	.59 Special Building Type Consultation		
	.60 Fine Arts and Crafts		
	.61 Graphic Design		
	.62 Renderings		
	.63 Model Construction		
	.64 Still Photography		
	.65 Motion Picture and Videotape		
	.66 Life Cycle Cost Analysis		
	.67 Value Analysis		
	.68 Energy Studies		
	.69 Quantity Surveys		
	.70 Detailed Cost Estimating	C	In accordance with the terms of the agreement
	.71 Environmental Monitoring		
	.72 Expert Witness		
	.73 Materials and Systems Testing	C	Cooperate with owner-provided Quality assurance agency (QAA)
	.74 Demolition Services		
	.75 Mock-Up Services		
	.76 Coordination of Designated Services		
.77 FF&E Purchasing and Installation			
.78 Computer Applications			
.79 Project Promotion/Public Relations			
.80 Leasing Brochures			
.81 Pre-Contract Administration/Management			
.82 Extended Bidding			
.83 Extended Contract Administration/Management			
Other Services	.84 Prepare quality assurance special inspection matrix for any necessary materials testing or special inspections.	C	
	.85 Prepare legal descriptions of rights of way as necessary for project per Owner.	C	
	.86 Warranty Matrix Spread Sheet showing all warranties required, terms, dates and products set up by the latest 49 Div. Masterformat system	C	
	.87 Consultant shall provide a detailed sequence of controls for all mechanical and control systems	C	
	.88 Prepare and submit an application for authority to construct and operate all required emissions -producing equipment	C	Submit to and cooperate with the Clark County Dept of Air Quality and Environmental Management (DAQEM), respond as necessary to DAQEM requests required for the OWNER to secure final approvals / permits
	.89 Parcel map	C	
	.90 Accessibility checklist	C	
	.91 Title report	C	
	.92 Energy Rebates & Programs Applications	C	Complete all required applications, calculations, reports and submit / revise
	Key	C = Consultant (Architect or Engineer)	
O = Owner (Clark County Real Property Management)			
NIC = Not In Contract			
J = Joint Responsibility between Owner & Consultant			

A. DESIGNATED SERVICES:

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

B. PHASES OF DESIGNATED SERVICES

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

C. DESCRIPTIONS OF DESIGNATED SERVICES

A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

.01 Project Administration services consisting of administrative functions including:

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

.02 Disciplines Coordination/Document Checking consisting of:

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

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

- .01 Agency consultations
- .02 Research of critical applicable regulations and required permits

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

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

- .07 Local political subdivisions
- .08 Planning boards
- .09 County agencies
- .10 State agencies
- .11 Regional agencies
- .12 Federal agencies
- .13 User organizations
- .14 Community organizations
- .15 Consumer interest organizations
- .16 Environmental interest groups

.04 COUNTY-Supplied Data Coordination, including:

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

.05 Schedule Development/Monitoring services, including:

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

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

- .01 Preparation of a preliminary estimate of the Cost of the Work
- .02 Review and update the preliminary estimate of the Cost of the Work during subsequent phases of deliverables

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

- .01 COUNTY
- .02 Building committee(s)
- .03 Staff committee(s)
- .04 User group(s)
- .05 Board(s) of Directors
- .06 Financing entity (entities)
- .07 COUNTY'S Consultant(s)

B. PRE-DESIGN SERVICES

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

- .01 Design objectives, limitations and criteria
- .02 Development of initial approximate gross facility areas and space requirements
- .03 Space relations
- .04 Number of functional responsibilities for personnel
- .05 Flexibility and expandability
- .06 Special equipment and systems

- .07 Site requirements and constraints (see RPM D&C Feasibility Checklist)
- .08 Development of a preliminary budget for the Work based on programming and scheduling studies
- .09 Operating procedures
- .10 Security criteria
- .11 Communications relationships
- .12 Project schedule
- .13 Energy performance objectives, limitations, and criteria

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

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

.10 Existing Facilities Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

- .01 Photography
- .02 Field measurements
- .03 Review of existing design data
- .04 Analysis of existing structural capabilities and provide recommendations
- .05 Analysis of existing mechanical capabilities and provide recommendations
- .06 Analysis of existing electrical capabilities and provide recommendations
- .07 Review of existing drawings for any inaccuracies, and the development of required measured drawings
- .08 Coordination with COUNTY'S environmental consultant and existing hazardous building materials information
- .09 Field verify existing and as-built conditions.
- .10 30-day load study of existing power capacity in order to determine design.

.11 Marketing Studies relating to determination of social, economic and political need for and acceptability of the Project and consisting of:

- .01 Determination with COUNTY of the scope, parameters, schedule and budget for marketing studies
- .02 Identification, assembly, review and organization of existing pertinent data
- .03 Arrangement of clearances for use of existing data
- .04 Mail survey studies
- .05 Personal survey studies
- .06 Analysis of data
- .07 Assistance in obtaining computerized analysis and modeling
- .08 Computerized analysis and modeling
- .09 Preparation of interim reports
- .10 Preparation of final report
- .11 Assistance production of final report

.12 Economic Feasibility Studies consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:

- .01 Total Project cost
- .02 Operation and ownership cost
- .03 Financing requirements
- .04 Cash flow for design, construction and operation
- .05 Return on investment studies
- .06 Equity requirements

.13 Project Financing services as required in connection with:

- .01 Assistance to COUNTY in preparing and submitting data, supplementary drawings and documentation
- .02 Research of financing availability
- .03 Direct solicitation of financing sources by the CONSULTANT

Project financing services are required for:

- .04 Development costs
- .05 Site control and/or acquisition
- .06 Pre-design and site analysis services
- .07 Planning, design, documentation and bidding services
- .08 Interim or construction financing
- .09 Permanent or long-term financing

C. SITE DEVELOPMENT SERVICES

.14 Site Analysis and Selection consisting of:

- .01 Identification of potential site(s)
- .02 On-site observations
- .03 Movement systems, traffic and parking studies
- .04 Topography analysis
- .05 Analysis of deed, zoning and other legal restrictions
- .06 Studies of availability of labor force to staff COUNTY'S facility
- .07 Studies of availability of construction materials, equipment and labor
- .08 Studies of construction market
- .09 Overall site analysis and evaluation
- .10 Comparative site studies
- .11 Phase I Environmental Site Assessment

.15 Site Development Planning consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:

- .01 RPM D&C Feasibility Checklist (Exhibit N)**
- .02 Land utilization
- .03 Structures placement
- .04 Facilities development
- .05 Development phasing
- .06 Movement systems, circulation and parking
- .07 Utilities systems
- .08 Surface and subsurface conditions
- .09 Ecological studies
- .10 Deeds, zoning and other legal restrictions
- .11 Landscape concepts and forms
- .12 Operational security requirements
- .13 ADA accessibility requirements

.16 Detailed Site Utilization Studies consisting of detailed site analyses, based on the approved conceptual site development design, including:

- .01 Land utilization
- .02 Structures placement
- .03 Facilities development
- .04 Development phasing
- .05 Movement systems, circulation and parking
- .06 Utilities systems
- .07 Surface and subsurface conditions
- .08 Review of soils report
- .09 Vegetation
- .10 Slope analysis
- .11 Ecological studies
- .12 Deeds, zoning and other legal restrictions
- .13 Landscape forms and materials
- .14 Operational security requirements

.17 On-Site Utility Studies consisting of establishing requirements and preparing initial designs for on-site:

- .01 Electrical service and distribution
- .02 Gas service and distribution
- .03 Water supply and distribution
- .04 Site drainage
- .05 Sanitary sewer collection and disposal

- .06 Process waste water treatment
- .07 Storm water collection and disposal
- .08 Central Plant mechanical systems
- .09 Fire systems
- .10 Emergency systems
- .11 Security
- .12 Pollution control
- .13 Site illumination
- .14 Communications systems
- .15 Subsurface Utility Engineering: Quality Level A - Utilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.

.18 Off-Site Utility Studies consisting of:

- .01 Confirmation of location, size and adequacy of utilities serving the site
- .02 Determination of requirements for connections to utilities
- .03 Planning for off-site utility extensions and facilities
- .04 Design of off-site utility extensions and facilities
- .05 Subsurface Utility Engineering: Quality Level A - Utilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.

.19 Environmental Studies and Reports consisting of:

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

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

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

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

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

.22 Site Surveying services, to include:

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

complete their design. This includes horizontal and vertical position of utility, size, material, and condition.

D. DESIGN SERVICES

.23 Architecture Design/Documentation:

- .01 During the Schematic Design Phase, responding to program requirements and preparing:
 - .01 Review of COUNTY'S Program, Budget and Schedule
 - .02 Conceptual site and building plans
 - .03 Preliminary sections and elevations
 - .04 Preliminary selection of building systems and materials
 - .05 Development of approximate dimensions, areas and volumes
 - .06 Perspective sketch(es)
 - .07 Study model(s)
 - .08 Propose project delivery method
- .02 During the Design Development Phase consisting of continued development expansion of Architecture Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - .01 Plans, sections and elevations
 - .02 Typical construction details
 - .03 Three-dimensional sketch(es)
 - .04 Study model(s)
 - .05 Final materials selection
 - .06 Equipment layouts
- .03 During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- .04 Coordination with County's commissioning agent (CxA)
- .05 Coordination with roofing consultant
- .06 Coordinate requirements for specified products warranty information to be placed in Warranty Matrix in the Specifications
- .07 Prepare and submit an application for authority to construct and operate all required emissions producing equipment.
- .08 Determine accessibility regulations, design toward them, and create a checklist

.24 Structural Design/Documentation:

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

.25 Mechanical Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

- .01 Energy source(s)
 - .02 Heating and ventilating (field verify existing controls systems with County)
 - .03 Air conditioning
 - .04 Plumbing
 - .05 Fire protection (field verify existing systems with County)
 - .06 General space requirements for design load, and for equipment layout, clearances, and maintenance.
 - .07 Verify if County's Building Management System (BMS) will be utilized, and design system accordingly.
- .02 During the Design Development Phase consisting of continued development expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:
- .01 Approximate equipment sizes and capacities
 - .02 Preliminary equipment layouts
 - .03 Required space for equipment
 - .04 Required chases and clearances
 - .05 Acoustical and vibration control
 - .06 Visual impacts
 - .07 Energy conservation measures
- .03 During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
- .04 Coordination with County's commissioning agent (CxA)
- .05 Coordinate detailed sequence of controls for all mechanical and control systems
- .06 Prepare and submit an application for authority to construct and operate all required emissions producing equipment
- .07 Energy Conservation Analysis Report: Clark County's goal is to reduce energy intensity, as measured in BTU per square foot, 20 percent by 2020. To ensure this goal is met, projects should meet or exceed ASHRAE Standard 90.1-2013 – Energy Standard for Buildings Except for Low-Rise Residential Buildings by a minimum of 20-percent. This standard provides the minimum requirements for energy-efficient design. It offers, in detail, the minimum energy-efficient requirements for design and construction of new buildings and their systems, new portions of buildings and their systems, and new systems and equipment in existing buildings, as well as criteria for determining compliance with these requirements.
- .08 Consultant shall submit a report of analysis and recommendations prepared by a licensed Mechanical / Electrical Engineer or Certified Energy Manager.
- .09 Energy Rebates and Programs Applications: Contact utility entities to acquire most current rebate applications, complete the applications and submit to County with required reports, cut-sheets and calculations. Refer to dsireusa.org and other applicable sources.

.26 Electrical Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
- .01 Power service and distribution
 - .02 Lighting and controls
 - .03 Telephones; voice over internet protocol (VoIP)
 - .04 Fire detection and alarms; including complete design for system monitoring
 - .05 Security systems; including, but not limited to, as access, close circuit TV and intrusion
 - .06 Electronic communications, including, but not limited to, microwave, radio and antenna systems, data, wireless access point (Wi-Fi)
 - .07 Special electrical systems; including back-up power and UPS.
 - .08 General space requirements for design load, and for equipment layout, clearances, and maintenance
- .02 During the Design Development Phase consisting of continued development expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:
- .01 Criteria for automated lighting, electrical and communications systems
 - .02 Approximate sizes and capacities of major components
 - .03 Preliminary equipment layouts
 - .04 Required space for equipment
 - .05 Required chases and clearances

- .03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.
- .04 Arc Flash Analysis and Design Services are included and provided by Consultant
- .05 Coordination with County's commissioning agent (CxA)
- .06 Prepare and submit an application for authority to construct and operate all required emissions producing equipment
- .07 Energy Conservation Analysis Report: Clark County's goal is to reduce energy intensity, as measured in BTU per square foot, 20 percent by 2020. To ensure this goal is met, projects should meet or exceed ASHRAE Standard 90.1-2013 – Energy Standard for Buildings Except for Low-Rise Residential Buildings by a minimum of 20-percent. This standard provides the minimum requirements for energy-efficient design. It offers, in detail, the minimum energy-efficient requirements for design and construction of new buildings and their systems, new portions of buildings and their systems, and new systems and equipment in existing buildings, as well as criteria for determining compliance with these requirements.
- .08 Energy Rebates and Programs Applications: Contact utility entities to acquire most current rebate applications, complete the applications and submit to County with required reports, cut-sheets and calculations. Refer to dsireuse.org and other applicable sources.

.27 Civil Design/Documentation:

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

.28 Landscape Design/Documentation:

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

.29 Interior Design/Documentation:

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

.30 Special Design/Documentation, including:

- .01 Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions (additive alternates) of the Work.
- .02 Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the Scope of Work.
- .03 Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
- .04 Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work.
- .05 After additive alternates are chosen, revise bid documents to reflect final scope in order to re-issue as the awarded contract, and to submit final revised plans to authorities having jurisdiction for permitting.

.31 Furniture, Fixtures and Equipment Installation Administration consisting of:

- .01 Coordinate infrastructure with COUNTY's separate interior design professional and/or specialty consultant. Provide CAD backgrounds for layout and subconsultant coordination.
- .02 **(NOT APPLICABLE)** Assistance to the COUNTY in coordinating schedules for delivery and installation of the Work
- .03 **(NOT APPLICABLE)** Review of final placement and inspection for damage, quality, assembly and function to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents

.32 Materials Research/Specifications:

- .01 During the Schematic Design Phase consisting of:
 - .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design and Clark County Design Guidelines
 - .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
 - .03 Coordination of similar activities of other disciplines
- .02 During the Design Development Phase consisting of activities by COUNTY'S staff in:
 - .01 Presentation of proposed General and Supplementary Conditions of the Contract for COUNTY'S approval
 - .02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
 - .03 Coordination of similar activities of other disciplines

- .04 Production of design manual including design criteria and outline Specifications, materials lists, warranties, and warranty matrix spreadsheet
- .03 During the Contract Documents Phase consisting of activities of COUNTY'S staff in:
 - .01 Assistance to the COUNTY in development and preparation of bidding and purchasing information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Contract between the COUNTY and Contractor(s)
 - .02 Assistance to the COUNTY in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
 - .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - .04 Coordination of the development of Specifications by other disciplines
 - .05 **(NOT APPLICABLE)** Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications
 - .06 Prepare draft of County provided Division 1 using "track changes" function to keep track of editing, for County's review and comment.

E. BIDDING OR NEGOTIATION SERVICES

- .33 **Bidding Materials** services consisting of organizing and handling Bidding Documents for:
 - .01 Coordination
 - .02 Reproduction
 - .03 Completeness review
 - .04 Distribution **(NOT APPLICABLE)**
 - .05 Distribution records **(NOT APPLICABLE)**
 - .06 Retrieval **(NOT APPLICABLE)**
 - .07 Receipt and return of document deposits **(NOT APPLICABLE)**
 - .08 Review, repair and reassembly of returned materials
- .34 **Addenda** services consisting of preparation of Addenda information on County provided format, as may be required during bidding or negotiations and including supplementary Drawings, Specifications, instructions and **(NOT APPLICABLE)** notice(s) of changes in the bidding schedule and procedure. Distribution of Addenda performed by Clark County Purchasing and Contracts.
- .35 **Bidding/Negotiation** services consisting of:
 - .01 Assistance of COUNTY in establishing list of Bidders or RESPONDENTs
 - .02 **(NOT APPLICABLE)** Pre-qualification of Bidders or RESPONDENTs
 - .03 Participation in pre-bid conferences by Design Professional of Record
 - .04 Responses to COUNTY regarding questions received from Bidders or RESPONDENTs and clarifications or interpretations of the Bidding Documents within three (3) calendar days or less
 - .05 Attendance at bid opening(s)
 - .06 **(NOT APPLICABLE)** Documentation and distribution of bidding results
- .36 **Special Bidding** services consisting of:
 - .01 Attendance at bid openings, participation in negotiations, and documentation of decisions of multiple contracts or phased Work
 - .02 Technical evaluation of proposals for building systems
 - .03 Participation in detailed evaluation procedures for building systems proposals
- .37 **Bid Evaluation** services consisting of:
 - .01 Validation of bids or proposals
 - .02 Participation in review of bids or proposals
 - .03 Evaluation of bids or proposals
 - .04 Recommendation on award of Contract(s)
 - .05 Participation in negotiations prior to or following decisions on award of the Contract(s)
- .38 **Contract Award** services consisting of:
 - .01 Notification of Contract award(s)
 - .02 Assistance in preparation of Construction Contract forms for approval by COUNTY
 - .03 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)

- .04 Receipt, distribution and processing, for COUNTY'S approval of required certificates of insurance, bonds and similar documents
- .05 Preparation and distribution to Contractor(s), on behalf of the COUNTY, of notice(s) to proceed with the Work

F. CONTRACT ADMINISTRATION SERVICES

.39 Submittal Review Services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action of Shop Drawings, Project Data, Samples, Safety Data Sheets (SDS) and other submittals required by the Contract Documents
- .02 Distribution of submittals to COUNTY, Construction Contractor and/or CONSULTANT'S field representative as required
- .03 Maintenance of master file of submittals
- .04 Related communications

.40 Analysis of Alternates/Substitutions consisting of consideration, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or RESPONDENTS either prior or subsequent to receipt of Bids or proposals.

.41 Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the COUNTY and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.

.42 Project Representation consisting of selection, employment and direction of:

- .01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be set forth in an exhibit to be incorporated in this Contract
- .02 Attendance at pre-construction conference
- .03 Conduct weekly construction progress meetings and project close out meetings. In addition to the minutes, prepare observation reports
- .04 Conduct applicable pre-installation meetings during construction with applicable subconsultants
- .05 Conduct applicable pre-functional testing during construction with applicable subconsultants
- .06 Subconsultants shall attend the weekly construction progress meeting and provide an observation report at least once a month during critical periods as it applies to their discipline during construction progress

.43 Testing and Inspection Administration relating to independent inspection and testing agencies, consisting of:

- .01 Establishment of requirements
- .02 Prepare quality assurance special inspection matrix for any necessary materials testing or special inspections
- .03 Procurement of testing services
- .04 Monitoring testing
- .05 Review, analysis and reporting of test results
- .06 Administration and coordination of field testing required by the Contract Documents
- .07 Recommending scope, standards, procedures and frequency of testing and inspections
- .08 Arranging for testing and inspection on COUNTY'S behalf
- .09 Notifying inspection and testing agencies of status of Work requiring testing and inspection
- .10 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
- .11 Review of reports on inspections and test and notification to COUNTY and Construction Contractor(s) of observed deficiencies in the Work

.44 Supplemental Documentation (Architect's Supplemental Instructions) services consisting of:

- .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Contractor(s) or the COUNTY
- .02 Forwarding COUNTY'S instructions and providing guidance to the Construction Contractor(s) on the COUNTY'S behalf relative to changed requirements and schedule revisions
- .03 Follow County's process specified in Division 1, Change Modification Procedures of the Construction Contract

- .45 Quotation Requests/Change Orders** consisting of:
- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified
 - .02 Review of proposals from Construction Contractor(s) for reasonableness of quantities and costs of labor and materials in accordance with Division 1, Change Modification Procedures of the Construction Contract
 - .03 Review and recommendations relative to changes in time for Substantial Completion
 - .04 Negotiations with Construction Contractor(s) on COUNTY'S behalf relative to costs of Work proposed to be added, deleted or modified
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work
- .46 Contract Cost Accounting** services consisting of:
- .01 Maintenance of records of payments on account of the Contract Sum and all changes thereto
 - .02 Evaluation of Applications for Payment and certification thereof
 - .03 **(NOT APPLICABLE)** Review and evaluation of expense data submitted by the Construction Contractor(s) for Work performed under cost-plus-fee arrangements
- .47 Interpretations and Decisions** consisting of:
- .01 Review of claims, disputes or other matters between the COUNTY and Contractor relating to the execution or progress of the Work as provided in the Contract Documents
 - .02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction or the General Conditions of the Contract, for Resolution of Claims and disputes
- .48 Project Close Out** services initiated upon notice from the Construction Contractor(s) that the Work, or a designated portion thereof which is acceptable to the COUNTY, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
- .01 Conduct weekly project close out meetings to ensure project close out per Division 1 of the Construction Contract.
 - .02 A detailed inspection with the COUNTY'S representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Contractor(s) of items to be completed or corrected
 - .03 Determination of the amounts to be withheld until final completion
 - .04 Securing and receipt of the consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)
 - .05 Issuance of Certificate(s) of Substantial Completion
 - .06 Verification(s) upon notice by the Construction Contractor(s) that the Work is ready for final inspection and acceptance
 - .07 Notification to COUNTY and Construction Contractor(s) of deficiencies found in follow-up inspection(s), if any
 - .08 Final inspection with the COUNTY'S representative to verify final completion of the Work
 - .09 Receipt and review for conformance with Contract Documents, and transmittal of warranty matrix, warranties, Operations and Maintenance Manuals, affidavits, receipts, releases and waivers of liens or bonds indemnifying the COUNTY against liens
 - .10 Issuance of Final Certificate(s) for Payment
 - .11 Check and review Test and Balance Report and Commissioning Report for compliance with design parameters and Contract Documents
 - .12 Provide electronic copies of all final submittals, shop drawings, calculations, required by Contract Documents
 - .13 Project Record Documents (refer to Item .51 in Post Contract Services)
- .49 Maintenance and Operational Programming** services consisting of:
- .01 Assist the COUNTY in the establishment of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
 - .02 Arranging for the coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives
 - .03 Review operations and maintenance manual(s) for the COUNTY'S use

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

G. SUPPLEMENTAL SERVICES

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

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

- .64 Still Photography** consisting of:
- .01 Documentation of existing conditions
 - .02 Aerial site photography
 - .03 Photographic recording for study purposes of facilities similar to the Project
 - .04 Periscope photography of model(s) for the Project
 - .05 Presentation photography of rendering(s) and model(s) for the Project
 - .06 Construction progress photography
 - .07 Architectural photography of the completed Project
- .65 Motion Picture and Videotape** services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.
- .66 Life Cycle Cost Analysis** consisting of assessment, on the basis of established relevant economic consequences over a given time period, of:
- .01 A given planning and design solution for the Project
 - .02 Alternative planning and design solutions for the Project
 - .03 Selected systems, subsystems or building components proposed for the Project
- .67 Value Analysis** consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the COUNTY.
- .68 Energy Studies** consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the COUNTY'S consideration, including energy performance modeling based on current ASHRAE.
- .69 Expert Witness** services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- .70 Demolition Services** consisting of:
- .01 Preparation of Contract Documents for demolition of existing structures
 - .02 **(NOT APPLICABLE)** Managing the bidding/negotiation/award process
 - .03 Providing field observation and general administration services during demolition
 - .04 Coordination with COUNTY's environmental consultant including providing drawing backgrounds and any other pertinent information.
- .71 Mock-Up Services** relating to the construction of full-size details of components for the Project for study and testing during the design phases and consisting of:
- .01 Design and documentation for the required mock-up(s)
 - .02 Management and coordination of pricing and contracting for mock-up services
 - .03 Construction administration of mock-up construction activities
 - .04 Arrangement for testing and monitoring performance of mock-up(s)
 - .05 Administration of testing and monitoring services
 - .06 Review, analysis and reporting of results of testing and monitoring services
- .72 Coordination of Designated Services** with those of non-design professionals, such as economists, sociologists, attorneys and accountants, consisting of:
- .01 Preparation of economic studies
 - .02 Sociological impact studies
- .73 Furniture, Fixtures and Equipment Purchasing/Installation**, consisting of:
- .01 **(NOT APPLICABLE)** Purchasing furniture, fixtures and equipment on behalf of the COUNTY with funds provided by the COUNTY
 - .02 Receipt, inspection and acceptance on behalf of the COUNTY of furniture, furnishings, and equipment at the time of their delivery to the premises and installation
 - .03 Providing services including travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project

- .74 Computer Applications related to performing the work of this Project**, consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:
- | | | | | | |
|-----|------------------------------|-----|-----------------------------------|-----|--------------------------------|
| .01 | Programming | .06 | Detailed Project scheduling | .10 | Mechanical analysis and design |
| .02 | Economic feasibility | .07 | Market analysis | .11 | Electrical analysis and design |
| .03 | Financial analysis | .08 | Architectural analysis and design | .12 | Production of Drawings |
| .04 | Site analysis | .09 | Structural analysis and design | .13 | Construction cost accounting |
| .05 | Construction cost estimating | | | | |
- Under no circumstances can computer hardware or software be a deliverable of this Contract.
- .75 Project Promotion/Public Relations** relating to presentation of the Project to the public or identified groups and consisting of:
- .01 Preparation of press releases
 - .02 Preparation of special brochures and/or promotional pieces
 - .03 Assistance in production and distribution of promotional materials
 - .04 Presentations at public relations and/or promotional meetings
- .76 Leasing Brochures**, including preparation of special materials to assist the COUNTY in leasing the Project and consisting of:
- .01 Design
 - .02 Preparation of illustrations and text
 - .03 Arranging for and managing production
- .77 Pre-Contract Administration/Management**, consisting of:
- .01 Evaluating feasibility of COUNTY'S program, schedule and budget of the Work, each in terms of the other
 - .02 Preparing, updating and monitoring Detailed Project Schedule, including services and contract Work, identifying critical and long-lead items
 - .03 Preparing, updating and monitoring Detailed Estimates of the Cost of the Work prior to completion of each design phase
 - .04 Assisting the COUNTY in selecting, retaining and coordinating the professional services of surveyors, testing labs and other special consultants as designated
 - .05 Assisting the COUNTY in evaluating relative feasibility of methods of executing the Work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging
 - .06 Assisting the COUNTY in determining the method of contracting for the Work; evaluating single versus multiple contracts; advising on categories of separate contracts and provisions for coordinating responsibilities
- .78 Extended Bidding** services, consisting of:
- .01 Developing Bidders' interest in the Project and establishing bidding schedules
 - .02 Receiving and analyzing bids and providing recommendations as to the COUNTY'S acceptance or rejection of bids
 - .03 Advising the COUNTY on acceptance of Construction Contractors
 - .04 Conducting pre-award conferences (only pre-construction conferences)
- .79 Extended Project Representation / Administration/Management**, consisting of:
- .01 Assisting COUNTY in obtaining building permits beyond basic services in Project Administration
 - .02 Updating and monitoring actual costs against estimates of final costs; assisting COUNTY in monitoring cash flow
 - .03 Providing a detailed schedule showing time periods for each Construction Contractor, including long-lead items and COUNTY'S occupancy requirements; updating and monitoring periodically; recommending corrective action when required
 - .04 Endeavoring to achieve satisfactory performance of Construction Contractors through development and implementation of a quality control program; assisting COUNTY in determining compliance with schedule, cost and Contract Documents

- .05 Scheduling and conducting periodic project meetings with the COUNTY, Construction Contractor and Subcontractors
 - .06 Assisting COUNTY in maintaining cost accounting records
 - .07 Maintaining a daily log including conditions at site and job progress, periodically including percentage of completion of each contract
 - .08 Assisting the COUNTY in coordinating and scheduling activities of the separate Construction Contractors
 - .09 Maintaining and periodically updating a record of all significant changes made during construction; maintaining record copies of Contract Documents; maintaining samples and lay-out drawings at the job site
- .80 Develop, submit, and obtain parcel map** to create separate parcel from main parcel.

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
GENERAL DESCRIPTION	1. Cover sheet	1. Cover sheet	1. Cover sheet
	2. Scope of work narrative	2. Description of Construction Phasing	2. Documentation on drawings as required by building codes to show allowable maximum number of people in each room.
	3. Comparison of capacities i.e. ft ² . Programmed space vs. Schematic Phase ft ² . Including building efficiency calculations	3. Description of any proposed occupancy within construction area	3. List of all code variances on the document cover sheet
	4. List of applicable building codes	4. Building code review (describe means of compliance for major code issues and building systems)	4. If multiple bid packages, provide clear indication of scope of each phase
	5. Building code review describing means of compliance for major code issues and building systems including Code Abstract – a compilation of all the applicable codes, regulations, ordinances, etc., that are required by governmental agencies having jurisdiction over the Project	5. Description of water and vapor characteristics of roof, slab on grade, and exterior walls	5. Identification of construction phasing, including temporary requirements during each phase
	6. List of anticipated variance requests	6. Design intent document for commissioning (rough draft)	6. Design intent document for commissioning (completed design)
	7. Anticipated building and space occupancy schedules	7. Updated Utility Demand Consumption	7. Design Development Phase Design Review comments and responses
	8. Life safety egress plans with identification of security and access points	8. Schematic Phase Review Comments and Responses. Unresolved items shall be highlighted	8. Final Energy Modeling
	9. Sustainability goal using LEED Silver as a minimum guideline for the design	9. Initial Energy Modeling	9. If required by authority having jurisdiction, Flood/Hydrology Rports submitted to Regional Flood Control and Clark County Land Development Section, and written notice to the County of submittal dates for each.
	10. Review of program requirements and delivery of Basis of Design. Must include LEED checklist	10. Energy Conservation Analysis Report	10. If required by authority having jurisdiction, Traffic Study submitted to jurisdictional Traffic/Electrical Field Operations Section, and written notice to the COUNTY of the submittal date.
	11. Utility Demand and Consumption profile (natural gas, electricity, and water)	11. Land Development plan review permit applications.	11. Nevada Energy, CenturyLink, Las Vegas Valley Water District, Southwest Gas and all other utilities as applicable applications to their design departments, and written notice to the COUNTY of the submittal dates for each, along with
	12. Municipal zoning and Land Development review	12. Accessibility checklist	
	13. Listing of utility providers with contact information	13. Flood/Hydrology Report draft, if required by governing authorities	
	14. Utility design initiation application with providers listed above including, but not limited to: Power, water, waste, communications, etc.	14. LEED Credits Report	

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
			<p>copy of submittal.</p> <p>12. Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.</p> <p>13. Building Department submittal - Building Permit Application.</p> <p>14. Operating Cost Analysis, as required by NRS 338.190 if an occupied building over 20,000 square feet.</p> <p>15. LEED Credits Report.</p> <p>16. Prepare legal descriptions of right of way as necessary for project.</p>
SPECIFICATION	<p>1. System and material narrative description</p> <p>2. List of anticipated divisions and sections</p>	<p>1. Outline specification with same section numbering as final</p> <p>2. Preliminary List of sole source specified items</p> <p>3. Track changes on the document to clarify intent</p>	<p>1. Bookmarked pdf of complete specification including review of County's Division 1 General Requirements</p> <p>2. List of items which are sole sourced or dual sourced and justification for not specifying three acceptable products</p> <p>3. Indication of proposed sequence of operations for all electrically monitored and controlled door hardware sets. Must include schematic wiring diagram for each location.</p> <p>4. Provide Calcium Chloride testing requirements per the latest ASTM F1869 guidelines prior to installation of any floor finishes</p> <p>5. Prepare warranty matrix spreadsheet showing all warranties required, terms, dates, and products set up by the most current Construction Specification Institute (CSI) 2004 Master Format</p>

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
			System.

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

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
	<p>verification, fire dept. connection point</p> <p>r. Security during construction</p> <p>3. Preliminary Grading Plan</p> <p>4. Soil Retention Work, if needed</p> <p>5. Storm Water Management Plan</p> <p>6. Preliminary Site Lighting Layout</p> <p>7. Site Logistics Plan i.e. Contractor mobilization area, preliminary limit of contract, contractor access and site</p>		
LANDSCAPING	<p>1. Existing Conditions</p> <p>2. Landscaping Concept including all proposed park amenities and access by pedestrian and vehicles.</p> <p>3. Existing/New Irrigation System</p> <p>4. Identify if existing Irrigation is controlled by Maxicom</p> <p>5. Obtain County's Automated Fertilization System Design Requirements (if required).</p> <p>6. Locate Maintenance Yard and Building on Parks 20 acres or larger</p>	<p>7. Planting Plan (do not locate trees over any underground utility)</p> <p>4. Irrigation System Plan including stub-out for future phases identified in the Master Plan</p> <p>5. Central Control (Maxicom)</p> <p>6.</p>	<p>1. Protection of existing trees and significant plantings during construction</p> <p>2. Soil preparation, soil amendment (type and depth) and planting specifications</p> <p>3. Guying diagrams</p> <p>4. Piping system diagrams including isolation valves at every directional change</p> <p>5. Pipe sizes</p> <p>6. Landscape and irrigation details and legends</p> <p>7. Schedule of rock fines and mulches to include size, areas, depth, and color</p>
STRUCTURAL	<p>1. Structural schematic plans</p> <p>2. Written description, proposed materials, foundation types, design criteria, design loads</p> <p>3. Maximize spans to achieve free-floor area</p>	<p>1. Foundation Plan</p> <p>2. Typical floor framing plan</p> <p>3. Framing plan(s) at unique features</p> <p>4. Main member sizing</p> <p>5. Structural sections</p> <p>6. Structural members (beams and trusses) designed to maximize ceiling height and building systems piping coordination</p> <p>7. Coordination of Utility Penetrations at Structural Components</p> <p>8. Show roof and wall framed openings</p> <p>9. Roof restraint systems for multi-story buildings</p>	<p>1. Definition of control and expansion joints</p> <p>2. Beam, column and slab schedules</p> <p>3. Mechanical and electrical concrete housekeeping pads</p> <p>4. Foundation details</p> <p>5. Structural details</p> <p>6. Structural notes</p> <p>7. Structural Calculations</p> <p>8. Coordination of structural backing for FF&E installations</p>

EXHIBIT B

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

DESIGN PHASE DELIVERABLES

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
BUILDING EXTERIOR ENVELOPE	<ol style="list-style-type: none"> 1. Typical Elevations 2. Fenestration Layout (indicate % glass) 3. Material Designations 4. Overall building cross-sections 5. Roof Layout 6. Energy Code Requirements (IECC 2012 / ASHRAE 90.1 2013) 7. Building Envelope Performance Report 8. Exterior building signage. 	<ol style="list-style-type: none"> 1. All Building Elevations with Dimensional Heights 2. Typical wall sections 3. Parapet and coping details 4. Roof and Drainage Plan 5. Exterior Door Details 6. Typical Window Details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections 10. Roof layout showing <ol style="list-style-type: none"> a. Access ladders. b. Transition steps at different roof elevations. c. Walking pads to all equipment. d. Building address. 	<ol style="list-style-type: none"> 1. Roof mounted equipment 2. Roof Details 3. Exterior Details 4. Flashing Details 5. Control joint definition and details
BUILDING INTERIOR	<ol style="list-style-type: none"> 1. Typical floor plans (min 1/8" scale) with legends 2. Demolition 3. Proposed room numbering scheme 4. Volume analysis 5. Area Use Identification and Area in Square Feet. 6. Mechanical, Electrical and other service closets and rooms 7. Circulation paths 8. Area tabulations completed to program requirements 9. Show flexibility for expansion and alterations 10. Preliminary layout of major spaces with fixed equipment 	<ol style="list-style-type: none"> 1. All Floor Plans (min 1/8" scale) 2. Enlarged Plans at Elevation Changes (such as Stairs) 3. Enlarged Plans at Toilet Rooms, Custodial Rooms, Storage Rooms, Telecom Rooms 4. Reflected Ceiling Plans 5. Wall Types, Fire Ratings, Smoke Control Zones 6. Plan to address existing hazardous materials, if applicable 7. Fixed Seating 8. Defined Seating, Serving and Kitchen Facilities 9. Equipment and Furniture Layouts 10. Pertinent/non-typical and typical Interior Elevations 11. Details of Unique Features 12. Details of Fixed Equipment 13. Preliminary Finish Schedule 14. Preliminary Door Schedule 	<ol style="list-style-type: none"> 1. Dimensioned Floor Plans 2. Enlarged Plans 3. Partition Details 4. Interior Details 5. Interior Elevations 6. Finish Schedules 7. Door and Hardware Schedules 8. Room Signage 9. Schedule of Proposed Movable Equipment that is NOT indicated on documents (for reference) 10. Schedule of Furniture, Fixtures, and Equipment 11. Temporary wall construction details complying with applicable codes.

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

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

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
	<p>condensate, and all other materials required to describe the fundamental concept for all mechanical systems</p> <p>12. Indication of the amount of redundancy for all major pieces of mechanical equipment</p> <p>13. Schematic plans, sections, elevations showing major equipment locations, and air intake and discharge locations</p> <p>14. Analysis of existing utilities and or HVAC infrastructure with summary listing of required upgrades to support new work</p> <p>15. Coordination with County's Direct Digital Controls (DDC), and inclusion of DDC in design.</p>	<p>8. Duct layout for typical spaces. Pay particular attention to Classroom design requirements and for air distribution and noise levels</p> <p>9. Equipment schedules for major pieces of equipment</p> <p>10. Equipment locations with enlarged mechanical room plans, sections, and elevations.</p> <p>11. Documents shall show required maintenance and service requirements</p> <p>12. Indication of typical locations of fire dampers, smoke dampers, combination F/S dampers, and air control devices with access provisions</p> <p>13. Control diagrams for all mechanical and plumbing systems</p> <p>14. Outline of major control sequences of operation</p> <p>15. ME smoke control schemes</p> <p>16. Preliminary large scale mech. Room plans with required service access areas show to scale</p> <p>17. Meter locations</p> <p>18. Sound and vibration control analysis, attenuation requirements, and methods for control</p> <p>19. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each"</p> <p>20. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains</p> <p>21. Plans indicating shaft, chase, recess requirements</p> <p>22. Duct layout for typical spaces</p> <p>23. Equipment schedules (major equipment)</p> <p>24. Equipment locations (with enlarged mechanical plan(s))</p> <p>25. Control diagrams (concept form) for all mechanical and plumbing systems</p> <p>26. Description of major sequences</p>	<p>structural support requirements coordinated</p> <p>5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas</p> <p>6. In common mechanical space, indication of space zoning by system</p> <p>7. Connection to fire alarm and building control systems</p> <p>8. Equipment details, including structural/seismic support requirements and vibration and sound isolation methods</p> <p>9. Penetration and sleeve details</p> <p>10. Installation details</p> <p>11. Final equipment schedules</p> <p>12. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system</p> <p>13. Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring</p> <p>14. Detailed sequences of operation including specific setpoints for all control loops including connection to fire alarm, building control and security systems</p> <p>15. Design calculations</p> <p>16. Final energy modeling</p> <p>17. Final HVAC component of Energy Performance Compliance Report</p> <p>18. Final HVAC Sound and</p>

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
		of operation 27. Central automation operation 28. Three dimensional analysis of HVAC system.	Vibrations provisions with calculations documenting compliance with the design criteria 19. Final Utility Demand and Consumption report
<p align="center">PLUMBING & PIPING</p>	<ol style="list-style-type: none"> 1. Main water supply, storm, and sanitary leads 2. Restroom location(s) 3. Plumbing legend 4. One line riser diagram for every plumbing system, i.e. domestic, sanitary, storm, gas, RO/DI, vacuum, processed water and other materials to describe the fundamental concept for all plumbing systems 5. Major equipment locations 6. Define water use efficiency measures 	<ol style="list-style-type: none"> 1. Updated design criteria for each Plumbing system (including set points, water quality levels, etc.) 2. One line diagrams, etc. that describe the fundamental design concept for all plumbing systems 3. Piping plans (domestic & process) with indication of required service access areas 4. Water heater diagram 5. Meter locations. 6. Fixture schedules 7. Equipment schedules (major equipment) 	<ol style="list-style-type: none"> 1. Floor plans with all components and required service access 2. Water riser diagram with shut off valves, including assumed fixture counts per floor connection 3. Waste and vent riser diagrams including assumed fixture counts per floor connection 4. Central cooling water riser diagram 5. Chilled water riser diagram 6. Riser diagrams of other plumbing systems, such as natural gas and pure water 7. Foundation drains 8. Piping design with all pipe sizes 9. Typical plumbing details, including structural support requirements 10. Water heating piping detail 11. Coil piping detail 12. Penetration and sleeve details 13. Design calculations

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
FIRE PROTECTION (MECHANICAL)	<ol style="list-style-type: none"> 1. Fire protection legend 2. One line diagrams for each fire protection system and other materials as required to describe the fundamental design concept for all fire protection systems 3. Report documenting adequacy of utility 4. Location of main connection to utility 5. Fire pump need assessment 6. Proposed locations of fire department connections and test headers 7. Location of sprinkler valve 8. Sprinkler legend 9. Optional Fire Protection Systems 	<ol style="list-style-type: none"> 1. Riser diagram 2. One line layout 3. Fire pump sizing calculations 	<ol style="list-style-type: none"> 1. Fire protection service entrance details 2. Fire protection plans (including header and riser layout) with indication of any required service access areas 3. Pipe sizes 4. Location of all sprinkler zone valves, drains, and hose connection points 5. Critical zone calculation area 6. Typical sprinkler installation details, including structural/seismic support requirements 7. Penetration and sleeve details 8. Design calculations
LIGHTING	<ol style="list-style-type: none"> 1. Electrical symbols legend 2. General Drawing Notes 3. Proposed light levels 4. Fixture, Lamp and controls description 5. Preliminary interior lighting plans 6. Preliminary Outdoor Lighting Plans 7. Preventive vandalism narrative 	<ol style="list-style-type: none"> 1. Typical interior lighting and control plans 2. Outdoor lighting and control plans 3. Control systems and control device descriptions 4. Typical photometric calculations 5. Dimming, daylighting with calculations and low voltage control zones documentation 6. Fixtures/switching layout 7. Fixture types & schedule 8. General light fixture descriptions 9. Light level calculations 10. Energy code requirements (IECC) 	<ol style="list-style-type: none"> 1. Lighting plans, including control devices, switching and circuiting 2. Control diagrams with detailed sequence of controls 3. Control diagrams with schematics and wiring diagrams 4. Installation details, including structural support requirements 5. Design calculations 6. Normal lighting photometric calculations 7. Emergency lighting photometric 8. General notes on conduit and wire sizes for all lighting branch circuits 9. Anti-vandalism accessories specifications and catalog cut sheets.

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
ELECTRIC POWER DISTRIBUTION	<ol style="list-style-type: none"> 1. Investigate existing power utility and customer owned utility including required easements. 2. Manhole duct bank and building entry (demarcation) locations 3. One line diagrams with equipment ratings 4. Electric vault locations 5. Exterior equipment locations 6. Substation, generator, and electric room/closet locations 7. Substation generator and ATS descriptions 8. Panel numbering schemes 9. Special systems and equipment listings 10. Electric legend 11. Arch Flash outline 	<ol style="list-style-type: none"> 1. Manhole, ductbank, and building entry plans and details 2. Normal power riser diagram with circuit breaker, fuse, conduit, and wire sizes and updated one line diagram 3. Emergency power riser diagram with circuit breaker, fuse, conduit, and wire sizes 4. Grounding riser diagrams 5. Substation standard details 6. List of equipment on emergency power 7. Emergency generator layout with clearances, enclosures, heights 8. Equipment layout/sizes, with receptacles and clearances, enclosures, heights 9. Panel locations/schedules 10. Electrical load calculations 11. Plan for temporary power during construction 12. Draft Arch Flash report 	<ol style="list-style-type: none"> 1. Load summary 2. Panel schedules 3. Details of power service to building 4. Power plans, including primary cable, power cable trays, raceways, electrical loads, special and duplex receptacles, and circuiting 5. Plans and details of emergency power generation system and controls 6. Connections to other building systems, including fire alarm and HVAC systems 7. Details of special terminal devices 8. Conduit and wire sizes for services, feeders, and special branch circuits 9. General notes on conduit and wire sizes for 20 amp single phase branch circuits 10. Notes identifying locations of separate and shared neutrals 11. Grounding details 12. Switchgear and MCC elevations and details 13. Penetration details 14. Design calculations 15. Final Arc Flash report
FIRE ALARM	<ol style="list-style-type: none"> 1. Connection to County's monitoring company 2. Dedicated fire Alarm panel room/closet locations 3. Panel Locations 4. Outline of Fire Prevention Plan 	<ol style="list-style-type: none"> 1. Riser diagram 2. Fire alarm zones 3. Smoke zones 4. Device locations 5. Draft Fire Prevention Plan 	<ol style="list-style-type: none"> 1. Indication of connection to fire alarm, HVAC and monitoring systems 2. Detailed FA panel, device and appliance location plans including duct detectors, fire smoke dampers, sprinkler flow and tamper switches, monitor and control modules, door hold opens, door lock releases

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
			<ol style="list-style-type: none"> 3. Strobe light candela ratings and synchronization plan 4. General notes on conduit and wire sizes 5. Detailed sequences of operations 6. Connection details 7. Final Fire Prevention Plan
<p align="center">COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO & A/V SYSTEMS)</p>	<ol style="list-style-type: none"> 1. Investigate existing communication companies and customer owned communications including required easements. 2. Manhole and building entry (demarcation) location. 3. Building and local distribution 4. Frame closet locations and size 5. Cable tray locations 6. Riser diagram 7. Summary of Access and security needs 	<ol style="list-style-type: none"> 1. Riser diagrams 2. Voice/data utility outlet locations 3. Conduit and cable tray plans 4. Material cut-sheets 5. Description of audio/visual systems 6. Audio/visual equipment locations (indicate hangers, cabinets and connection boxes) 7. Backboard locations 8. List of equipment and preliminary layout of telecomm spaces 9. Emergency phone locations and type 	<ol style="list-style-type: none"> 1. Communications plans that indicate the location of all voice, data & video outlets 2. Details of telecommunications service to building 3. Backboard layout and connection diagrams 4. Floor box schedule 5. Cable schedule 6. Connection details 7. Structural support requirements 8. Audio/visual equipment list 9. Audio/visual system riser diagram(s)
<p align="center">SECURITY SYSTEMS</p>	<ol style="list-style-type: none"> 1. System descriptions. Access Controls, Surveillance and Security Alarms 2. Panel Locations, rack and wall space requirements 3. Preliminary Device Location Plans 4. Narrative of Security Systems needs 	<ol style="list-style-type: none"> 1. General security/CCTV system description 2. General description of card access system 3. Security system riser diagrams 4. Security equipment locations 5. Card access equipment closet layout and elevations 6. Intrusion alarm plan 7. Emergency Phone Locations and type 	<ol style="list-style-type: none"> 1. Riser diagrams 2. Detailed equipment closet layout and elevations 3. Equipment schedules (including all device specifications and electronic security system specifications) 4. Concealed and exposed raceways 5. Installation details 6. Wiring Diagrams (Show quantity, typed, and splice and termination locations) 7. Detailed Sequences of Operations 8. Trade coordination diagrams showing clearly

**EXHIBIT B
DESIGN PHASE DELIVERABLES**

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
			the responsibility of each trade contractor responsible for security system installation
OTHER GRAPHICS		<ol style="list-style-type: none"> 1. Presentation Drawings, mounted 2. Digital 3D renderings 3. Materials Board 	<ol style="list-style-type: none"> 1. Presentation Drawings, mounted 2. Digital 3D renderings 3. Materials Board
COST	<ol style="list-style-type: none"> 1. Cost estimate by CSI division 	<ol style="list-style-type: none"> 1. Updated cost estimate by CSI division 	<ol style="list-style-type: none"> 1. Final cost estimate by CSI division

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

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

EXHIBIT B
DESIGN PHASE DELIVERABLES

Hard copies of drawings shall be submitted on 24x36 white bond sheets, unless approved otherwise by the County. Hard copies of specifications shall be submitted on 8.5x11 white 20# bond paper, unless approved otherwise by the County.

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

1. PRE-DESIGN PHASE

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

2. SITE ANALYSIS PHASE

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

3. BIDDING OR NEGOTIATIONS PHASE

- .01 Requested and necessary addendum.

4. CONTRACT ADMINISTRATION SERVICES

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

5. POST-CONTRACT SERVICES

- .01 Final Record Drawings in both electronic (pdf and CAD files) and paper format
- .02 LEED Credits Reports and Certification

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

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

CONSULTANT HOURLY RATES

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

Consultant	
CLASSIFICATION	HOURLY RATE
Principal	\$0
Project Architect/Manager	\$0
Architect/Engineer	\$0
Designer	\$0
Specification Writer	\$0
Drafter/CAD Operator	\$0
Work Processor/Clerical	\$0

SUBCONSULTANT'S HOURLY RATES

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

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

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

None authorized or anticipated as of the commencement date of this Contract. Any additional reimbursable expenses are required to be added to the Contract in writing in the form of an amendment approved by the COUNTY. For reimbursable expenses of the CONSULTANT, the COUNTY shall compensate the CONSULTANT a multiple of one and one tenth (1.10) times the actual direct costs incurred by the CONSULTANT. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.

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

**EXHIBIT D
MILESTONES**

PRE-DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$
SUBTOTAL	100%	\$
DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Schematic Design Phase (15%)	10%	\$
Design Development Phase, including Public Review Meetings and Land Use Requirements (30%)	15%	\$
Construction Documents Phase (60%)	25%	\$
Construction Documents Phase (95% thru 100%)	30%	\$
Bidding Assistance	5%	\$
Construction Contract Administration (Billed monthly through course of construction period, per Agreement)	10%	\$
Project Closeout	5%	\$
SUBTOTAL	100%	\$
EXTENDED PROJECT REPRESENTATION/ADMINISTRATION/MANAGEMENT	PERCENTAGE OF FEE	AMOUNT
To be paid in equal monthly payments - see Agreement	100%	\$
SUBTOTAL	100%	\$
DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)		AMOUNT
Allowance: Subsurface Utility Engineering: Quality Level A - Utilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.		\$
Allowance: 30-day load study of existing power capacity in order to determine design.		
Boundary Survey / Topographic Survey : Hard Copy / Electronic Files		\$
Traffic Study / Hard Copy / Electronic Files		\$
Drainage Study / Hard Copy / Electronic Files		\$
Geotechnical Report (___) Borings / Hard Copy / Electronic Files		\$
Allowance: Reimbursable Expense – Design Milestone Sets: Five (5) individually rolled sets of drawings, bound 8.5 x 11 copies of specifications and electronic files for each submittal listed above (Schematic Design, Design Development, and all Construction Document Phases).		\$
Allowance: Reimbursable Expense - Bid Sets: Five (5) individual compact discs (originals shall be electronically stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files		\$
Allowance: Reimbursable Expense - Construction Sets: Fifteen (15) individually rolled sets of drawings (originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files		\$
Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations – Electronic Files		\$
For new buildings: Professional photographs of completed project in electronic format.		\$
Allowance: Reimbursement of CONSULTANT- paid COUNTY expenses, including but not limited to fees for plan check, permit, utilities, etc. as authorized by COUNTY.		\$
SUBTOTAL		\$
GRAND TOTAL		\$

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

**EXHIBIT E
KEY PERSONNEL LIST**

COUNTY PERSONNEL

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

COUNTY REPRESENTATIVE: **RPM Administrator / Coordinator's Name**

CONSULTANT'S PROJECT STAFF

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

PROJECT REPRESENTATIVE:

PRINCIPAL:

PROJECT CONSULTANT:

LEED PROJECT ADMINISTRATOR (Accredited by USGBC): **If Required**

CONSULTANT'S SUBCONSULTANT(S)

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

CIVIL ENGINEER:

STRUCTURAL ENGINEER:

MECHANICAL ENGINEER:

ELECTRICAL ENGINEER:

LANDSCAPE DESIGN:

INDEPENDENT COST ESTIMATOR (NOT the CONSULTANT):

INTERIOR DESIGN:

SKATEPARK DESIGN:

AQUATIC DESIGN:

GEOTECHNICAL ENGINEER:

LAND SURVEYOR:

**EXHIBIT F
DESIGN SCHEDULES**

I. PROJECT MEETINGS

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

1. Design Baseline Schedule Review Conference
2. Progress meetings

1. DESIGN BASELINE SCHEDULE REVIEW CONFERENCE:

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

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

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

2. PROGRESS MEETINGS:

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

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

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

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

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

II. GENERAL

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

1. PROGRESS OF WORK

A. It is understood and acknowledged by all parties that the Work cannot be efficiently managed without the use of a Design Schedule, updated frequently and utilized by the CONSULTANT for the

planning, management and coordination of the Work. It is further acknowledged that the COUNTY will be made aware of any event or circumstance that negatively affects the CONSULTANT'S ability to complete the project as agreed in the COUNTY approved **Exhibit F** Baseline Schedule. The Work will be executed with such progress as required to prevent any delay to the completion of the Contract. Therefore, all requirements of this Contract as to scheduling and reporting, as well as time limits for completion of the Work, are of the essence.

2. SCHEDULE METHODOLOGY

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

3. INTEGRATED PROJECT SCHEDULE TEMPLATE

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

4. DESIGN CONSULTANT'S PROJECT SCHEDULER (CST)

- A. The CONSULTANT is required to employ or retain the services of a CST (Certified Scheduling Technician). The CST shall have at least five years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the same or similar nature as this project.
- B. The CST is required to attend all meetings pertaining to scheduling and progress of the work.
- C. Within five (5) calendar days after the Notice to Proceed, the CONSULTANT shall provide a statement to the COUNTY with the following:
 - 1. Identification, qualifications, and experience of the CONSULTANT'S CST and all other members of the CONSULTANT'S scheduling staff.
 - 2. The COUNTY reserves the right to disapprove any candidate proposed for the Project.
 - 3. The COUNTY reserves right to remove, without rights to work on the project, any member of the CONSULTANT'S scheduling staff that is, in the COUNTY'S opinion, incompetent in scheduling.
- D. Related Sections: Other Division 1 Specification Sections including, but not limited to, following:
 - 1. Section TBD Payment Procedures
 - 2. Section TBD Submittal Schedule
 - 3. Section TBD Schedule of Values

III. DESIGN SCHEDULE MILESTONES

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

IV. SUBMITTALS

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

EXHIBIT F
DESIGN SCHEDULE (sample)

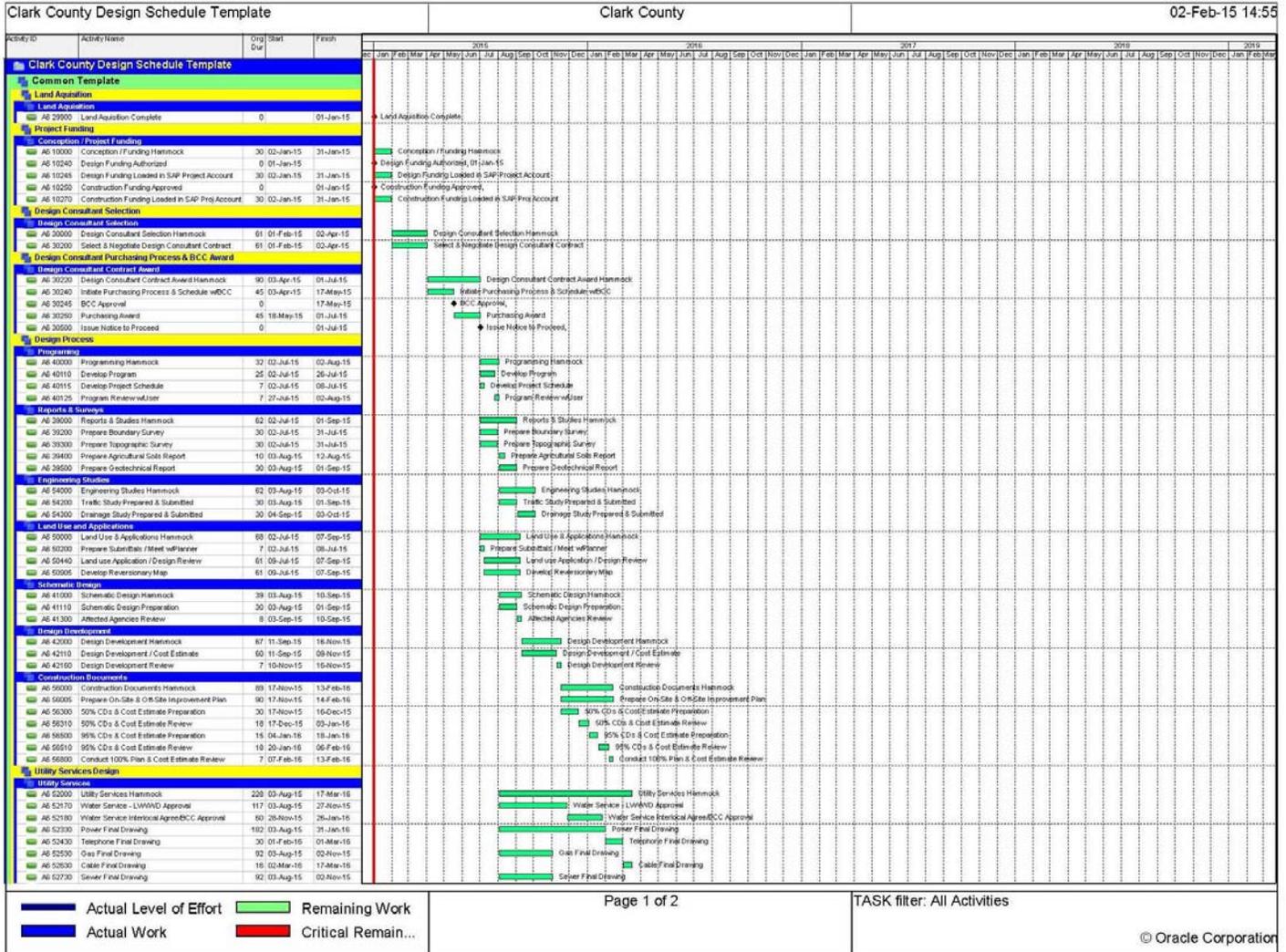


EXHIBIT G
eSOQ NO. 604166-16
PROFESSIONAL SERVICES FOR REAL PROPERTY MANAGEMENT 2016 - 2018

INSURANCE REQUIREMENTS

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

1. **FORMAT / TIME**

CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page G-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. **BEST KEY RATING**

COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. **COUNTY COVERAGE**

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation and professional liability insurance coverage. CONSULTANT'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. **ENDORSEMENT / CANCELLATION**

CONSULTANT'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

5. **DEDUCTIBLES**

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**. ***If the deductible is "zero" it must still be referenced on the certificate.***

6. **AGGREGATE LIMITS**

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. **COMMERCIAL GENERAL LIABILITY**

Subject to paragraph 6 of this attachment, CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

8. **AUTOMOBILE LIABILITY**

Subject to paragraph 6 of this attachment, CONSULTANT shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and **any auto** used for the performance of services under CONTRACT. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

9. **PROFESSIONAL LIABILITY**

CONSULTANT shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of CONTRACT. Any retroactive date must coincide with or predate the beginning of CONTRACT and may not be advanced without the consent of COUNTY.

10. **WORKERS' COMPENSATION**

CONSULTANT shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

11. FAILURE TO MAINTAIN COVERAGE

If CONSULTANT fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare CONSULTANT in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CONSULTANT or deduct the amount paid from any sums due CONSULTANT under CONTRACT.

12. ADDITIONAL INSURANCE

CONSULTANT is encouraged to purchase any such additional insurance as it deems necessary.

13. DAMAGES

CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.

14. COST

CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

15. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

16. INSURANCE FORM INSTRUCTIONS

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

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. CONSULTANT'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: Bid Number eSOQ 604166-16; Professional Services for Real Property Management 2016 - 2018 (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PHONE (A/C No. Ext):</td> <td style="width: 25%; border-bottom: 1px solid black;">BROKER'S PHONE NUMBER</td> <td style="width: 25%; border-bottom: 1px solid black;">FAX (A/C No.)</td> <td style="width: 25%; border-bottom: 1px solid black;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="4" style="border-bottom: 1px solid black;">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td colspan="3" style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.)	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS				INSURER(S) AFFORDING COVERAGE			NAIC #
PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.)	BROKER'S FAX NUMBER										
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS													
INSURER(S) AFFORDING COVERAGE			NAIC #										
INSURED 2. CONSULTANTS NAME ADDRESS PHONE & FAX NUMBERS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; border-bottom: 1px solid black;">INSURER A:</td> <td style="width: 20%; border-bottom: 1px solid black;">3. CARRIER'S</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B:</td> <td style="border-bottom: 1px solid black;">BEST KEY</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C:</td> <td style="border-bottom: 1px solid black;">RATING</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F:</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER A:	3. CARRIER'S	INSURER B:	BEST KEY	INSURER C:	RATING	INSURER D:		INSURER E:		INSURER F:	
INSURER A:	3. CARRIER'S												
INSURER B:	BEST KEY												
INSURER C:	RATING												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

8. BID NO. eSOQ 604166-16; PROFESSIONAL SERVICE FOR REAL PROPERTY MANAGEMENT 2016 - 2018.

9. CERTIFICATE HOLDER CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

eSOQ NUMBER AND PROJECT NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as eSOQ No.604166-16, entitled PROFESSIONAL SERVICES FOR REAL PROPERTY MANAGEMENT 2016 - 2018;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 200__, by _____
(name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT H
SUBCONTRACTOR INFORMATION**

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

**EXHIBIT I
CONSULTANT ASR FORM**

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

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

**EXHIBIT J
CONSULTANT PERFORMANCE EVALUATION**

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

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

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

ACKNOWLEDGEMENT & COMMENTS

COUNTY RPM REPRESENTATIVE: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

COUNTY CLIENT AGENCY REPRESENTATIVE: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

CONSULTANT: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

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

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 - Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative