

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603416-14 PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE

Clark County, Nevada, in behalf of Real Property Management, is soliciting Request for Proposal submittals from qualified firms to provide professional project administration and construction project management services to the OWNER for the Department of Family Services Building and Parking Garage. Only one firm will be selected and approved by the Board of County Commissioners.

The RFP 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” and locate Document No. 603416 in the list of current solicitations.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.

A Pre-Submittal Conference will be held on **OCTOBER 21, 2014** at **9:00 a.m.**, at the address specified above in the Gold Conference Room.

RFP submittals will be accepted at the Clark County Government Center address specified above, on or before **NOVEMBER 13, 2014** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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OCTOBER 13, 2014

GENERAL CONDITIONS

RFP NO. 603416-14

PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE
DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE

1. TERMS

The term "OWNER," 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 Request for Proposals (RFP). The term "RFP" as used throughout this document will mean RFP.

2. INTENT

The OWNER is soliciting proposals from qualified firms to perform services supporting the OWNER's design and project management for the Department of Family Services Building and parking garage. The services may include but are not limited to the following; commissioning, contract administration, on-site capital building project management support, scheduling, cost estimating, constructability reviews, quality assurance reviews, observation and reporting.

3. PRE-DESIGN SCOPE OF PROJECT

The Clark County Nevada Government Center Campus at S. Grand Central Parkway, Las Vegas NV 89155: Family Services Building and Parking Garage project consists of a 150,000 – 300,000 +/- square feet multi-story building on Government Center Campus located on the southeast corner of Alta Drive and Grand Central Parkway, Las Vegas, Nevada, to meet the needs of the Department of Family Services. This project also consists of a multi-story parking garage with 450 – 1200 +/- spaces.

4. DESIGNATED CONTACTS

The OWNER's representative will be Danielle C. Walliser, Design and Construction Administrator; Real Property Management, telephone number (702) 455-4489, email walliserD@clarkcountynv.gov. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Sandy Moody-Upton, Purchasing Analyst II, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4424, email: scm@ClarkCountyNV.gov. All questions must be submitted to OWNER's representative no later than October 24, 2014.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a RESPONDENT and a member of the BCC or between a RESPONDENT and a non-designated Owner contact regarding the selection of RESPONDENTS is prohibited from the time the RFP 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 RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a RESPONDENT, or any of its representatives, to comply with this paragraph may result in their RFP being rejected.

6. TENTATIVE DATES AND SCHEDULE

Last Day to Ask Questions: October 31, 2014
Finalists Selection: December 2014
Finalists Oral Presentations: December 2014
Final PROPOSER Selection: January 2015
Award & Approval of the Final Contract(s): February 2015

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP 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 proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. COUNTY reserves the right to award the Contract based on objective and/or subjective evaluation criteria. This Contract will be awarded on the basis of which proposal COUNTY deems best suited to fulfill the requirements of the RFP. COUNTY also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The RFP being submitted for Service should not exceed 20 one-sided pages (12 pt font). Form A and corporate brochures and dividing pages will not be included in the page count. Other attachments may be included with no guarantee of review. Other attachments may be included with no guarantee of review.

All submittals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation criteria information requested.

The RESPONDENT shall submit one (1) clearly labeled original and 5 copies of their proposal, including ONE (1) CD copies of their proposal. The name of the RESPONDENT'S firm shall be indicated on the spine and cover of each binder, and CD label.

All RFP submittals must be submitted in a sealed envelope plainly marked with the name and address of the RESPONDENT and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a RFP submittal not properly addressed and identified. RFP submittals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for submittals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, RESPONDENT(S) shall be wholly responsible for the timely delivery of submitted proposals.

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

The Consultant/Team shall report directly to the OWNER's Project Manager (Real Property Management) and may provide the following services:

1. Support OWNER as the Owner's Representative during design, construction and closeout.
2. Provide full time OWNER project representation.
3. Perform Quality Assurance and Constructability reviews during the milestone design/construction document phases, including independent third-party cost estimates to compare with the design consultant's estimate.
4. Provide building commissioning services, including verification of design intent during the design and performing building commissioning during construction, of the new and modified building systems.
5. Provide and coordinate third party special inspections as required by the agency have jurisdiction.
6. Perform ADA accessibility review of the design and verification during construction.
7. During construction provide full time, on site Owner representation as authorized by OWNER.
8. Perform daily inspection of the construction for both code compliance and compliance with the Contract documents.

9. Provide contractor claim avoidance and evaluation services as authorized by OWNER including providing contractor cost and schedule verification services to support.
10. Provide construction documentation and photographs.
11. Provide construction documentation control and processing, RFI's COR's, etc.
12. Perform Monthly verification of contractor redlined record drawings and verification of contractor and design Consultant's pay applications.
13. Perform project close-out and documentation services.
14. Verify that the work and documentation meets the requirements to obtain LEED certification.
15. Optional Additional Services: Provide value engineering services whenever requested by Owner.

SUBMIT A MAXIMUM OF THREE RESUMES / QUALIFICATIONS SUMMARIES PER CATEGORY

CATEGORY A: Chief Project Representative: Nevada Registered Architect or Registered Professional Engineer who assists the Owner's project manager and produces/provides deliverables in selected tasks/activities and duties throughout the design, construction, commissioning and close-out phases of the project. Must have the following experience: **Ten years of relevant experience** in contract administration, extended project representation, construction supervision, on-site capital building project management, scheduling, cost estimating, constructability reviews, Quality Assurance reviews, Observation and reporting; and must have been in in similar key positions for at least **three on-site Capital Building projects** with a construction contract value of at least \$25 million each. Certification as a Certified Construction Manager (CCM) is desired.

CATEGORY B: Assistant Project Representative who assists the Owner's project manager and produces/provides deliverables in selected tasks/activities and duties throughout the design, construction, commissioning and close-out phases of the project. Personnel must demonstrate qualifications listed below.

Five years relevant experience as an Architect or intern, who has performed contract administration, extended project representation, construction supervision, on-site capital building project management, scheduling, cost estimating, constructability reviews, Quality Assurance reviews, Observation and reporting. Owner's Construction Project Representative on **at least three on-site Capital Building Construction Projects** with a construction contract value of at least **\$10 million** each.

CATEGORY C: Specialty Sub-consultants, Engineers, Schedulers, Cost Estimators, Commissioning Agent, Code compliance, etc.; Staff must demonstrate **FIVE years of relevant experience** on projects over **\$5 million** in construction value.

10. 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 RFP document in order to be accepted.

No RFP 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.

11. REJECTION OF PROPOSAL

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

12. PROPOSAL COSTS

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

13. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

14. ADDENDA AND INTERPRETATIONS

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

15. PUBLIC RECORDS

The Owner 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 Owner'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 Owner 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 RFP, 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 RFP.

18. BUSINESS LICENSE REQUIREMENTS1. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

2. Prior to award of this RFP, 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.

Professional Project Administration and Construction Management Services Contract for
the Department of Family Services Building and Parking Garage

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. EVALUATION CRITERIA**A. SUPPORT SERVICES**

1. OWNER will require services for various projects started from date of award through completion of the project. Fees may be negotiated as additional services not previously negotiated may arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work.
2. MINIMUM REQUIRED CONSULTANT REQUIREMENTS
 - a. 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 OWNER.
 - b. CONSULTANT shall perform the majority of the work of the projects locally.
 - c. CONSULTANT shall obtain and maintain the minimum amounts of insurance required by the OWNER, as specified on the attached Sample Contract. CONSULTANT shall furnish the required insurance not later than 10 calendar days after notification of Intent to Award.
 - d. CONSULTANT shall possess an active Clark County business license, AND business license in the jurisdiction in which CONSULTANT is licensed.
 - e. 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 Exhibit A, Scope of Work, and Exhibits B, C, D, E, F, G and H.
 - f. CONSULTANT shall affirm on attached Form A, that the respondent firm has reviewed the attached Exhibit A, Scope of Work for the performance of the professional services for and that the firm is capable of providing the Scope of Work at the full service level.
 - g. FIRM INFORMATION: Provide the firm's information as requested on Form A. NOTE: Answering NO to any of the questions in Question 15, will disqualify the firm from consideration as a professional service provider in this service category.

B. 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. Identify key sub-consultants, if any.

C. PROPOSER EXPERIENCE AND QUALIFICATIONS

Identify and describe the qualifications and experience of the prime consultant preparing and submitting the RFP, and person managing the work. Indicate company headquarters and any local office that will be responsible for the work. Indicate the legal status of the proposer as a corporation, partnership, sole proprietorship, joint venture, etc., and the ownership of the firm. Identify the senior manager with responsibility for the RFP and the work. Identify the project manager or other key staff responsible for managing and performing the work.

Describe the professional qualifications, capabilities, experience, education, and current responsibilities of the proposed Project Manager and other key staff such as but not limited to the following:

D. TEAM IDENTIFICATION AND ROLES

Identify each sub-consultant and/or key personnel, as above, and the project manager for each sub-consultant. Indicate the role and responsibility of the prime consultant and each sub-consultant. Provide an organization chart showing the reporting structure of the project team. Provide a responsibility matrix covering the scope of work, noting key personnel.

E. TEAM QUALIFICATIONS AND EXPERIENCE

Provide a summary of the qualifications and experience of each sub-consultant and/or key personnel identified above. Indicate current assignments, work location, and recent references, as above, for all key personnel.

20. CONTRACT

A sample of the OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

FORM A
FIRM INFORMATION

1. Name of Firm:
2. Name and Title of Contact Person:
3. Name and Title of Signature Authority:
4. Telephone Number:
5. Fax Number:
6. Contact Person's e-mail Address:
7. Local Office Address:
8. Year Local Office Established:
9. Main Office Address:
10. Year Firm Established:
11. Firms affiliated/joint ventured with (list names and addresses):
12. Employment (Number of Current Employees by Category):

Company	Licensed Professional	Technical	Administrative
Local Office			
Firm			

13. Present Insurance Coverage:

Insurance Type	Amount	Deductible
Commercial General Liability		
Auto Liability		
Professional Liability		

14. Business Designation (check one): (For informational purposes only)

- | | |
|--|--|
| <input type="checkbox"/> Large Business Enterprise
<input type="checkbox"/> Nevada Business Enterprise
<input type="checkbox"/> Minority-Owned Business Enterprise | <input type="checkbox"/> Physically-Challenged Business
<input type="checkbox"/> Small Business Enterprise
<input type="checkbox"/> Woman-Owned Business |
|--|--|

15. CONSULTANT REQUIREMENTS (check yes or no to the following):

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | This firm maintains a full-time office locally, and this local office is able to legally execute all contracts with Clark County. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall perform the majority of the work of the projects locally. |
| <input type="checkbox"/> | <input type="checkbox"/> | This firm shall obtain and maintain the minimum amounts of insurance required by Clark County, as specified in the Sample Contract, Exhibit G of RFP No. 603416-14. |

- This firm shall possess an active Clark County business license.
- This firm shall be compliant and not take exceptions to the Sample Contract, and all applicable Exhibits of RFP NO. 603416-14.
- This firm has reviewed the **Exhibit A**, Scope of Work and is able to provide the services as specified in **Exhibit A**, Scope of Work of RFP NO. 603416-14 at the full service level.

NOTE: Answering NO to any of the above questions will disqualify the submitting firm from consideration as a professional service provider in this category.

The above information is correct and true as stated.

Signed: _____

Date: _____

Title: _____

CLARK COUNTY, NEVADA

PROFESSIONAL PROJECT ADMINISTRATION
AND CONSTRUCTION MANAGEMENT SERVICES
CONTRACT FOR THE
DEPARTMENT OF FAMILY SERVICES
BUILDING AND PARKING GARAGE
RFP NO. 603416-14

//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 PROJECT ADMINISTRATION AND
CONSTRUCTION MANAGEMENT SERVICES CONTRACT
FOR DEPARTMENT OF FAMILY SERVICES**

THIS CONTRACT, made and entered into this ____ day of ____, 2015 between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and _____, a corporation duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as "CONSULTANT."

The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

COUNTY

Jerry Stueve, RPM
Clark County Real Property Management
Department
500 South Grand Central Parkway
4th Floor
Las Vegas, Nevada 89106

CONSULTANT

WITNESSETH

WHEREAS, the COUNTY desires to obtain quality, professional project administration and construction inspection services in connection with the work hereinafter described, hereinafter referred to as "Services;" and,

WHEREAS, the CONSULTANT desires to provide Services in exchange for the amounts hereinafter specified.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

**ARTICLE I
DEFINITIONS**

As used in this Contract, the following terms shall have meanings as set out below:

"RPM" means the designated Project Manager in Real Property Management of County of Clark and all persons designated by him, in a written notice to the CONSULTANT, to administer this Contract.

"Base Salary" shall be the actual hourly salary or wages paid to the employee(s) of the CONSULTANT performing the Services, excluding all payroll additives or fringe benefits. The maximum base salary of such employees shall not exceed the amounts listed in Section 3.02.

"Project" means the work described in Clark County RFP No. 603416-14

"Contractor" means the construction contractor(s) employed by the COUNTY to construct the Project.

"Design Consultant" means the design team employed by the COUNTY to be responsible for preparing the design drawings, specifications, calculations and reports necessary to construct the Project

ARTICLE II

SCOPE OF EMPLOYMENT

2.01--GENERAL

The CONSULTANT shall perform Special Services specified in Section 2.03 hereof in accordance with the provisions in Section 2.03 hereof. Whenever the CONSULTANT is required to present recommendations to the RPM with respect to the advisability of, or the need for, any special service specified in Section 2.03, hereinafter referred to as "Special Services," such recommendation shall include the recommended scope for the Special Services and a recommended range of fees, if such fees are not set forth in this Contract. If the CONSULTANT recommends sub consultants, the recommendation shall also include the name of each sub consultant recommended by the CONSULTANT.

The Basic Services set out in Section 2.02 shall not be performed until all the following conditions are met:

- A. The appropriate funding arrangements have been made to allow the award of the design and construction contract(s) for the Project and to provide the amounts to be paid to the CONSULTANT for the Basic Services plus Special Services anticipated in connection with this Contract; and,
- B. The Clark County Board of Commissioners has awarded the construction contract for the Project; and,
- C. RPM has notified the CONSULTANT in writing to begin performance of the Basic Services.

2.02--BASIC SERVICES

Beginning on the date the CONSULTANT receives notice to proceed from RPM to begin performance of the Basic Services, the CONSULTANT shall furnish professional project administration and construction management services as described in this Section 2.02 to assist the COUNTY to administer and manage the design and construction of a good and serviceable Project. Without limiting the generality of the foregoing, the CONSULTANT shall perform the following Basic Services:

- A. Upon written request of RPM, which specifies the number of personnel authorized and the maximum dollar amounts authorized, provide one or more Resident Project Representative(s), one of whom shall be designated by the CONSULTANT as the Chief Resident Project Representative. The Resident Project Representative(s) shall report directly to RPM and provide continuous project administration support to administer the Design Consultant's contract. Including, but not limited to the following additional services:
 - 1. Perform Quality Assurance and Constructability reviews during the milestone design/construction document phases, including independent third-party cost estimates to compare with the design consultant's estimate.
 - 2. Provide building commissioning services, including verification of design intent during the design and performing building commissioning during construction, of the new and modified building systems.
 - 3. Perform ADA accessibility review of the design and verification during construction.
 - 4. Commissioning services: Work with Design Consultant to clearly define the basis of design and to assure that the necessary test ports or instruments are provide to verify that all systems are functioning correctly.

- B. Upon written request of RPM, which specifies the number of personnel authorized and the maximum dollar amounts authorized, provide one or more Resident Project Representative(s), one of whom shall be designated by the CONSULTANT as the Chief Resident Project Representative. The Resident Project Representative(s) shall report directly to RPM to provide continuous, on-the-site inspection of the work performed by the Contractor, including the material furnished and the workmanship provided. The Chief Resident Project Representative shall make a daily, written report to RPM with respect to the material furnished, the workmanship provided and the progress of the work, all in relationship to the documents which constitute the Contract between the COUNTY and the Contractor, hereinafter referred to as "Contract Documents."
1. In consultation with the COUNTY, Design Consultant and any permitting agencies, prepare an initial, non-exclusive list of submittals required on the Project, and provide such list to the Contractor and to the COUNTY within fourteen (14) days of Design Consultant's 90% Design review package submissions.
 2. Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by the Contractor. Maintain "as-built" schedule of Contractor's daily efforts during construction. Review the progress schedules and submittal packages prepared by the Design Consultant.
 3. Attend preconstruction conferences, progress meetings, job conferences, and other Project related meetings including public information meetings. Take and distribute minutes of all such meetings.
 4. Receive, review, distribute, make recommendations to the COUNTY, and document the status of shop drawings and samples, receive samples which are furnished at the Project site by Contractor, and notify COUNTY and any permitting agency of their availability for examination.
 5. Advise COUNTY and Contractor immediately of the commencement of any work requiring shop drawing, sample submission or permits if the submission has not been accepted by the COUNTY or any permitting agency.
 6. Review Contractor's survey requests to insure they are complete, timely and within the scope of the Contract specifications as described in Section 105.08 of the Special Provisions and the Uniform Standard Specifications. Compare and review all survey reports, cut sheets and other documents to insure they generally conform with the intent of Contract plans and specifications.
 7. Conduct on-site inspections of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 8. Report to the COUNTY and Contractor whenever he believes that any work is unsatisfactory, faulty or defective or does not conform with the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment, and advise the COUNTY when he believes any of the work should be corrected or rejected or should be uncovered for inspection, or requires special testing.

9. Accompany visitors representing the public or other agencies having jurisdiction over the Project pursuant to direction by the COUNTY and record the outcome of these inspections and submit a report to the COUNTY concerning these visits.
10. Maintain, orderly files for construction documentation including, but not limited to, correspondence, reports of job conferences, shop drawings and sample submissions, reproductions or original Contract Documents including all addenda, design additional service requests, change orders, field orders, substitution requests, request for information/interpretation, additional drawings issued subsequent to the execution of the Contractor's contract, CONSULTANT'S, or design professional's, or COUNTY's clarifications and interpretations of the Contract Documents and other Project related documents. Provide RPM and CD ROM flash drive of scanned copies of referenced documentation.
11. Keep a daily diary or log book, recording the Contractor's working and non-working hours on the Project site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, equipment used and idle, daily quantities, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and have on file for the COUNTY.
12. Provide videotape and photographic documentation of Project Site, on CD ROM, prior to and during construction.
13. Maintain a list of names, addresses, and emergency telephone numbers of all Contractors, subcontractors, agencies, and major suppliers of materials and equipment.
14. Advise RPM in advance of the Contractor scheduling any major tests, inspections or the start of important phases of the work.
15. Report immediately to the COUNTY upon the occurrence of any accident on the Project and document information observed.
16. Monitor the Contractor's compliance with the approved NPDES permit and applicable Best Management Practices; issue Notices of Non-Compliance and/or notify the applicable enforcement agency, as appropriate.
17. Conduct final inspection in the company of CONSULTANT, COUNTY, Design Consultant, and Contractor and prepare a final list of items to be completed or corrected.
18. Provide commissioning services of all mechanical, electrical and instrumentation systems.
19. Provide third party special inspections, as required by the agency of jurisdiction. Verify that all permits have been closed out prior to final completion of the project.

20. Before the COUNTY issues a certificate of substantial completion, submit to the Contractor and COUNTY a list of observed items requiring completion or correction. Verify that all items required for substantial completion have been received, reviewed and accepted and advise RPM of any missing items
 21. Verify that all items on the final list developed during the final inspection have been completed or corrected and make recommendations to the COUNTY concerning acceptance.
- B. Vehicles used on the Project by the CONSULTANT'S Resident Project Representative(s) and other personnel performing on-site observation shall be conspicuously marked so as to identify personnel of the CONSULTANT for the benefit of the public. Markings may be magnetic or otherwise removable but must be displayed while on the Project.
 - C. The Resident Project Representative(s) shall be provided by the CONSULTANT, a cellular telephone to facilitate communication with the COUNTY and the public.
 - D. Consult with and advise RPM, notify RPM as to possible additional services in design and construction change orders, issue all instructions to the Design Consultant and Contractor requested by RPM, and with respect to change orders proposed by RPM, prepare such change orders.
 - E. Receive, review, and analyze samples, catalogue data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the Contractor submits in accordance with the Contract Documents. Forward to the COUNTY or the Design Consultant, as appropriate, such items requiring their review and/or approval. Maintain a log of Requests for Information, submittals, test results, value consulting proposals, and change authorizations on the Project.
 - F. Prepare or verify by measurement, monthly and final estimates for payments to Contractors, and furnish to the COUNTY any necessary certifications as to payments to construction Contractors and suppliers, assemble written guarantees which are required by the Contract Document.
 - G. Evaluate claims by the Design Consultant, Contractor or others and make recommendations concerning each to the COUNTY.
 - H. Upon completion of the Project, review the Project for conformance with the Contract Documents, present written recommendations to RPM as to the acceptance of the Project by the COUNTY, and approve in writing final payments to the construction Contractor.
 - I. During performance of the Services, the CONSULTANT shall record on the plans issued by the COUNTY as Contract Documents, the dimensions and location of all components of the Project. Within thirty (30) days after the COUNTY has issued to the Contractor a certificate of substantial completion for the Project, the CONSULTANT shall furnish such plans to RPM.

- J. Establish and implement a quality assurance program to monitor the Contractor's quality control program. As required by the COUNTY approved quality assurance program or as directed by the COUNTY, by subcontract or otherwise, sample and test soils, aggregates, asphaltic concretes, Portland cement concretes, and other materials employing the requirements of the COUNTY standards specifications as well as the additional requirements of the Project plans and specifications and provide the results of such sampling and testing to the Contractor and to the COUNTY. All testing technicians shall be NAQTC/ACI certified for the tests they perform. All laboratories performing materials testing shall be AASHTO certified for the tests they perform.
- K. The CONSULTANT shall provide, in writing, the names of at least three (3) 24-hour emergency contact personnel of the CONSULTANT who have personal knowledge of the work and can respond to emergency situations. At least one of those persons listed must be available locally at all times during the contract period. This submittal shall include, at a minimum, each person's email address, home, office, and cellular telephone numbers.
- L. Review the Design Consultant's and Contractor's applications for payment, advise RPM if applications is acceptable to pay, or advise RPM if payment is not recommended, detailing any discrepancy and preparing the necessary correspondence to the Design Consultant or Contractor outline the points of contention, to be issued and signed by RPM.
- M. Verify that the work and documentation meets the requirements to obtain LEED certification.

2.03--SPECIAL SERVICES

The CONSULTANT shall perform the following Special Services if, as, and when requested in writing by RPM within a reasonable time as specified by RPM, provided, however, that the CONSULTANT shall not be obligated to perform any Special Services unless a sufficient amount of money has been appropriated for such purpose:

- A. Assist the COUNTY as an expert witness or otherwise in any litigation with third parties or administrative proceedings involving hearings relating to the Project or meetings with regulatory officials outside of the Project Area.
- B. Provide detailed analysis of contractor's claims for both time and money to support the County in trying to avoid litigation.
- C. Participate in any alternative dispute resolution to any claims submitted by the contractor.

This Section 2.03 survives termination and expiration of this Contract.

2.04--COORDINATION

Upon request of RPM, the CONSULTANT shall arrange and attend periodic conferences with City, COUNTY, and State and federal officials designated by RPM as well as interested citizens. Such conferences may include the design conferences, design progress meetings, public meetings and hearings, and general information meetings for interested citizens.

2.05--HOLIDAYS

For work under this Project, the CONSULTANT'S holidays shall be defined as the same as the COUNTY'S holidays called out in the construction contract.

**ARTICLE III
PAYMENT FOR SERVICES**

3.01--MAXIMUM AMOUNT PAYABLE

The COUNTY shall pay to the CONSULTANT for Basic Services and Special Services provided, a sum of money not to exceed _____ and ___/100 dollars (\$ _____) unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

Payments made pursuant to this Contract are to be determined by Sections 3.02, 3.03 and 3.04 set forth herein.

3.02--SALARY COSTS

Compensation for the Services provided herein will be made on the basis of the employees' Base Salary times a multiplier of 3.05, plus reimbursement of reimbursable non-labor expenses at invoice cost times a multiplier of 1.000.

The maximum actual payroll salaries which are to be used by the CONSULTANT during the term of this Contract shall not exceed the amounts listed below:

CLASSIFICATION	MAXIMUM BASE SALARY
Project Manager	\$
Chief Resident Project Representative	\$
Resident Project Representative	\$
Office Technical / Scheduler	\$
Document Control	\$

Business promotion and economic planning costs will not be allowed.

Overtime compensation for the services provided herein will be made based on the following:

1. Employees' Base Salary times the multiplier listed in Section 3.02; plus
2. Fifty percent (50%) of employees' Base Salary; plus
3. Reimbursement of reimbursable non-labor expenses at invoice cost times a multiplier of 1.000

3.03--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 OWNER 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 OWNER.

3.04--CHANGES TO THE SCOPE OF WORK

The OWNER 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 OWNER grants a further period of time before the date of final payment under this Contract.

Changes to the scope of work shall only be provided by the CONSULTANT if requested in writing by the OWNER. Additional Services are subject to budgetary appropriations and shall not be compensated unless pre-approved and confirmed in writing by the OWNER.

3.05--METHOD OF PAYMENT FOR SERVICES

The CONSULTANT will be paid on the basis of monthly invoice, submitted by the CONSULTANT and approved by RPM, showing the specific tasks accomplished during the preceding month.

Fees shall be invoiced the first week of the month which follows performances of such services and shall be paid by the COUNTY within sixty (60) days after receipt of an invoice submitted by the CONSULTANT and approved by RPM unless RPM notifies the CONSULTANT within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the CONSULTANT.

Pursuant to NRS Chapter 338, the parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the CONSULTANT in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this Contract.

**ARTICLE IV
APPROVALS**

An approval by RPM, or any other instrumentality of COUNTY, of any part of CONSULTANT'S performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than that established by law unless such approval is in writing and expressly refers to:

- A. Specific items and the characteristics of such items subject to such a waiver.
- B. This Article IV, and in such event such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.

**ARTICLE V
TERM AND TERMINATION**

5.01--IN GENERAL

This Contract shall be in force and effect from and after the day on which RPM gives notice to the CONSULTANT to begin providing the Basic Services specified in Section 2.02 above.

The CONSULTANT shall complete all Basic Services set forth in Section 2.02 within completion times set forth herein and prior to December 31, 2019, unless such date is amended by the COUNTY.

This Section 5.01 shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This Section 5.01 shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this Section 5.01 be construed to change the date or the time on which a cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under such statutes of limitations or doctrines of law.

5.02--TIME EXTENSIONS

Upon written request of the CONSULTANT, RPM shall grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the Services must be coordinated and over whom CONSULTANT has no control, but only to the extent that the exercise of due diligence and care on the part of the CONSULTANT within the scope of this Contract could not have avoided such delays and to the extent of any delays caused by force majeure, as that term is defined in Section 7.10 hereof.

5.03—SUSPENSION

OWNER may suspend performance by CONSULTANT under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least fourteen (14) calendar days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER 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 OWNER to resume performance. In the event OWNER 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 OWNER based on appropriated funds and approval by the OWNER.

5.04—TERMINATION BY THE COUNTY

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 termination is approved by the Board of County Commissioners and 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 OWNER 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 OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER 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 OWNER by reason of the CONSULTANT'S default.

4. If termination is for the OWNER'S convenience, the OWNER 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 OWNER'S representative, copies of all deliverables as provided in Section I.
6. Upon termination, the OWNER 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 OWNER 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 OWNER.
8. The rights and remedies of the OWNER 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.

ARTICLE VI INSURANCE

6.01--IN GENERAL

The CONSULTANT shall obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property or other losses which may arise from or in connection with CONSULTANT'S negligence or fault in the performance of the work hereunder by the CONSULTANT, the CONSULTANT'S agents, representatives, employees, or subcontractors of any tier. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

6.02--INSURANCE COVERAGE

The CONSULTANT will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Contract within ten (10) calendar days after approval of this Contract by the Clark County Board of Commissioners. The certificate of endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The insurance coverages are to be in the following amounts:

- A. The CONSULTANT will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence basis" only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for bodily injury, personal injury, broad form property damages,

premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as "additional insureds."

- B. Maintain automobile coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The COUNTY, its officers and its employees, and its designated volunteers must be expressly covered as additional insureds.
- C. Maintain professional liability insurance at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence to insure against claims or losses arising out of performance of the services provided by the CONSULTANT, the CONSULTANT'S agents, representatives or employees pursuant to the CONSULTANT'S Contract with the COUNTY. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY'S consent. The CONSULTANT'S professional liability insurance must provide coverage for the CONSULTANT'S subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the CONSULTANT.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) with respect to coverage provided for in Paragraphs A and B above, and One Hundred Thousand and 00/100 Dollars (\$100,000.00) with respect to coverage provided for in Paragraph C, without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed and the amount must be entered on the required certificate of insurance. Any notice given to the CONSULTANT with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the CONSULTANT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the COUNTY.

6.03--ADDITIONAL COVERAGE

The CONSULTANT'S insurance shall be primary, except as to professional liability, as respects the COUNTY, its officers and its employees and its volunteers. Any other coverage available to the COUNTY, its officers and its employees shall be in excess over the insurance required of the CONSULTANT. The insurance requirements specified herein do not relieve the CONSULTANT of his responsibility or limit the amount of the CONSULTANT'S liability to the COUNTY or other persons, and the CONSULTANT is encouraged to purchase such additional insurance as the CONSULTANT deems necessary.

6.04--NOTICE OF CANCELLATION

The insurance certificates supplied by CONSULTANT must provide for a thirty (30) day notice to the COUNTY before implementation of a proposal to cancel the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, the CONSULTANT shall notify the COUNTY within thirty (30) days of any reduction in coverage or limits below the minimums set forth in Section 6.02, including when aggregate limits are reduced more than seventy-five percent (75%) as a result of incurred losses under the policy.

6.05---COUNTY'S REMEDIES

If the CONSULTANT fails to maintain any of the insurance coverage required under this Contract, the COUNTY will have the option to declare the CONSULTANT in breach of this Contract, and:

- A. Terminate the Contract.
- B. Purchase replacement insurance.
- C. Pay the premiums that are due on existing policies in order that the required coverage may be maintained.

The CONSULTANT is responsible for any costs incurred by the COUNTY to maintain or replace such insurance, and the COUNTY may collect such costs from the CONSULTANT or deduct the amount of such costs from any amount due the CONSULTANT under this Contract.

6.06--SPECIAL CONDITIONS

- A. CONSULTANT agrees, as a condition precedent to the performance of any work under this Contract and as a precondition to any obligation of COUNTY to make any payment under this Contract, to provide COUNTY with a certificate issued by the Employer's Insurance Company of Nevada or other approved insuring organization in accordance with Nevada Revised Statutes Chapter 616, A-D, inclusive. Prior to the expiration or cancellation of such coverage, CONSULTANT shall provide COUNTY with proof of continued coverage as a condition precedent to the continuation of work and payments under this Contract.
- B. CONSULTANT agrees to maintain coverage for industrial insurance pursuant to the terms of Nevada Revised Statutes Chapter 616 throughout the term of this Contract. If CONSULTANT does not maintain such coverage, or fails to provide proof of continued coverage, CONSULTANT agrees that COUNTY may withhold payment, order the CONSULTANT to stop work, suspend the Contract or terminate the Contract.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01--INDEPENDENT CONTRACTOR

The relationship of the CONSULTANT to the COUNTY shall be that of an 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 OWNER 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 OWNER 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

7.02--BUSINESS STRUCTURE AND ASSIGNMENTS

The CONSULTANT shall not assign this Contract or dispose of all or substantially all of its assets without the written consent of the Clark County Board of Commissioners.

7.03--SUBCONSULTANTS

The CONSULTANT shall not subcontract any part of its performance under this Contract without the written consent of RPM.

7.04--PARTIES IN INTEREST

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the COUNTY and the CONSULTANT only.

7.05--NON-WAIVER

Failure of either party hereto to insist on the strict performance of any part of this Contract or to exercise any rights or remedies accruing hereunder upon the fault or failure of performance, shall not be considered a waiver of the right to insist upon and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06--APPLICABLE LAWS

This Contract is subject to all laws of the State of Nevada, the Ordinances of the County of Clark, Nevada, the laws of the federal government of the United States of America, and all of the rules and regulations of any regulatory body or officer having jurisdiction.

7.07--NOTICES

All notices under this contract shall be in writing and sent by personal delivery, express, priority mail, certified mail, postage prepaid or return receipt requested to that address as set forth below. Notice shall be considered being received on the latest original delivery or attempted delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either party may change these addresses by giving notice as provided above.

COUNTY:

CONSULTANT:

County of Clark
Attn: Jerry Stueve, RPM of
Real Property Management
500 South Grand Central Parkway
4th Floor
Las Vegas, NV 89155-400

7.08--TITLE TO PROPERTY; COPYRIGHTS

The CONSULTANT shall furnish to the COUNTY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs and other materials including, if requested by RPM, design computations, design sketches and review drawings, prepared pursuant to this Contract, hereinafter collectively referred to as "Documents." The originals of such Documents shall be and remain the property of the COUNTY.

All such Documents shall be deemed to be "works made for hire" prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the COUNTY when any of the Documents are subject to copyright. The CONSULTANT agrees that neither it nor any of its employees shall have any right to copyright any of the Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to the Documents, unless authorized to do so by the Clark County Board of Commissioners. The CONSULTANT shall place a conspicuous notation upon each of the Documents which indicates that the copyright thereto is owned by the COUNTY.

Should it be finally determined by a court or other tribunal of competent jurisdiction, that any of the Documents is not a "works made for hire," it is agreed that the provisions of this section shall be termed an assignment, sale and transfer of the copyright in or to such Document to the COUNTY for the longest term allowed by law. Notwithstanding the foregoing, the CONSULTANT may retain copies of the Documents and such copies shall remain the property of the CONSULTANT. The CONSULTANT shall have the right to use such copies as it may desire, but the CONSULTANT may not sell, license or otherwise market the Documents.

7.09--IMMUNITY FOR INCORRECT DATE GENERATION

The COUNTY, its officers and employees shall be immune for any breach of this Contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the COUNTY, its officers or employees, regardless of the cause of the error, pursuant to NRS 41.0321.

7.10--FORCE MAJEURE

In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Contract, it is agreed that on such party's giving notice of the particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure, and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inabilities so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch. In such an event, the CONSULTANT shall provide an updated schedule satisfactory to the COUNTY for the completion of the remaining work called for under this Contract.

The term "force majeure" as used herein, shall include acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided. The term "force majeure" as used herein, does not include strikes, lockouts, work slowdowns, and other labor disturbances.

7.11--INSPECTIONS AND AUDITS

RPM shall have the right to perform, or cause to be performed, audits of the books and records of the CONSULTANT and inspections of all places where work is undertaken in connection with this Contract, provided that the CONSULTANT shall not be required to keep such books and records longer than three (3) years after the termination of this Contract.

7.12--COOPERATION BY THE COUNTY

In addition to its other duties under this Contract, the COUNTY shall provide access to the CONSULTANT for all data and allow CONSULTANT to make copies of Documents in the possession or control of the COUNTY, or available to the COUNTY, which are requested by the CONSULTANT and are reasonably necessary for the CONSULTANT to perform the Services.

7.13--INDEMNIFICATION

CONSULTANT agrees to indemnify, defend and hold harmless County and all its officers, agents, employees and independent contractors and each of them from and against any and all claims, causes of action, liabilities, losses, costs, damages and/or expenses, including but not limited to reasonable attorney's fees, in law or at equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind to the extent caused by the negligence, errors, omissions, recklessness or intentional misconduct by CONSULTANT or its employees, agents, subcontractors, consultants, successors or assigns arising out of or in connection with the performance of this Contract. CONSULTANT's obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

CONSULTANT will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the County from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the County.

This Section 7.13 survives termination and expiration of this Contract.

7.14--ENFORCEMENT OF TERMS

If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorney fees to be paid by the losing party, as fixed by the court.

7.15--NON-DISCRIMINATION

CONSULTANT acknowledges that the OWNER 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 OWNER may declare the CONSULTANT in breach of the Contract, terminate the Contract, and designate the CONSULTANT as non-responsible.

7.16-EMPLOYEMENT 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.

7.17-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.

7.18-RIGHTS TO OFF-SET

The OWNER'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 OWNER'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.

7.19-OWNER'S FISCAL LIMITATIONS

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 OWNER'S financial responsibility as indicated in Sections 2 and 3 below.

2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER'S obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER'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 OWNER'S purchase order(s) to the CONSULTANT.

7.20-GRATUITIES

1. The OWNER may, by written notice to the CONSULTANT, terminate this Contract if it is found after notice and hearing by the OWNER 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 OWNER 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 OWNER 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 OWNER) 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 OWNER 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.

7.21-COVENANT

The CONSULTANT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

7.22 ASSIGNMENT

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

7.23-CONFIDENTIAL TREATMENT OF INFORMATION

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

7.24-ADVANCE DISCLOSURES

Pursuant to NRS 332.165, advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

7.26--ENTIRE AGREEMENT

This Contract contains all of the agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

CONSULTANT

BY: _____

DONALD G. BURNETTE
County Manager

BY: _____

APPROVED AS TO FORM

BY: _____

ELIZABETH A. VIBERT
Deputy District Attorney

ATTEST

BY: _____

DIANA ALBA
County Clerk

SPECIAL PROVISIONS
RFP NO.603416-14

**PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR
THE DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE**

1. Should there be a trade/classification which would normally require prevailing wage for this project, such as Professional Land Surveyor etc. Nevada State Prevailing Wage shall apply to those trades.
 - A. The Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. Bidders are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: <http://www.laborcommissioner.com>, or by calling (702) 486-2795. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, the Owner will audit the entire contract period.**
 - B. In accordance with NRS 338.013.3, the Contractor shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
 - C. In accordance with NRS 338.060 and 338.070, the Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Owner's project is paid less than the designated rate for any work done under the contract by the Contractor or any Subcontractor under it. If the Contractor or any Subcontractor on the project fails to submit the certified payroll reports to the Owner within **15 calendar days** after the end of the month, the Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the Contractor's business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse Owner for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys fees.
 - D. In accordance with NRS 338.070, Contractor and each Subcontractor shall keep or cause to be kept:
 1. An accurate record showing for each worker employed by the Contractor or Subcontractor;
 - a) The name of the worker;
 - b) The occupation of the worker;
 - c) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - d) The actual per diem, wages, and benefits paid to the worker; and
 2. An additional accurate record showing for each worker employed by the Contractor or Subcontractor who has a driver's license or identification card;
 - a) The name of the worker;
 - b) The driver's license or identification card number of the worker; and
 - c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the Owner. The Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the Owner no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. The Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by the Contractor and each Subcontractor shall be submitted to the Owner at the following address:

Clark County Government Center
Purchasing and Contracts Division, 4th Floor
Attn: Construction Compliance Officer
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Attached are sample forms that may be used to document the above required information.

Two years after Project's final payment is made by the Owner; the records in Owner's possession may be destroyed.

- E. **The Contractor shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**
- F. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each workman employed by it in connection with the public work.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each contractor and subcontractor will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a project, the Contractor will be notified after the award of the contract.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

The Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to the Owner no later than 15 calendar days after the end of the month for the purposes of public inspection. Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from the Contractor by the public body because the Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Contractor within 10 calendar days after the end of the month or the date agreed upon by the Contractor and Subcontractor. The Contractor shall submit the Owner's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or the Contractor shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

2.

EXHIBIT A
RFP NO.603416-14
SCOPE OF WORK
PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR THE
DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE

DESCRIPTION OF PROJECT:

PROJECT LOCATION: LOCATION OF PROJECT

BACKGROUND: The Clark County Nevada Government Center Campus at S. Grand Central Parkway, Las Vegas NV 89155: Family Services Building and Parking Garage project consists of a 150,000 – 300,000 +/- square feet multi-story building on Government Center Campus located on the southeast corner of Alta Drive and Grand Central Parkway, Las Vegas, Nevada, to meet the needs of the Department of Family Services. This project also consists of a multi-story parking garage with 450 – 1200 +/- spaces.

OWNER'S REPRESENTATIVE

AND INVOICE SUBMITTAL: Danielle C. Walliser, Design & Construction Administrator
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) 455-4489

PROJECT CONSTRUCTION BUDGET:

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

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.

II. SCHEDULE OF DESIGNATED SERVICES

PROJECT:		Pre-Design Phase										Post-Contract Phase		
Project #: Date:		Site Analysis Phase		Schematic Design Phase				Design Development Phase				Contract Documents Phase		
		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		
		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		
		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		
		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		Bidding or Negotiations Phase		Contract Administration Phase		
Date:		1	2	3	4	5	6	7	8	Post-Contract Phase		Remarks and Exceptions		
R=Responsibility;(C=Consultant; O=Owner; N=NIC, J=Joint)		R	R	R	R	R	R	R	R	R				
Project Admin. and Mgmt. Services	.01 Project Administration	C	C	C	C	C	C	C	C	C				
	.02 Disciplines Coordination/Document Checking	C	C	C	C	C	C	C	C	C				
	.03 Agency Consulting/Review/Approval	C	C	C	C	C	C	C	C	C				
	.04 Owner-Supplied Data Coordination	C	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:

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

B. PHASES OF DESIGNATED SERVICES

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

C. DESCRIPTONS OF DESIGNATED SERVICES

A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

.01 Project Administration services consisting of administrative functions including:

- .01 Consultation
- .02 Research
- .03 Conferences
- .04 Communications
- .05 Travel time
- .06 Progress reports
- .07 Direction of the work of in-house architectural personnel
- .08 Coordination of work by the OWNER'S forces

.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
- .03 Research of community attitudes
- .04 Preparation of written and graphic explanatory materials
- .05 Appearances of OWNER'S behalf at agency and community meetings

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:

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

.04 OWNER-Supplied Data Coordination, including:

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

.05 Schedule Development/Monitoring services, including:

- .01 Establishment of initial schedule for CONSULTANT'S services, decision-making, design, documentation, contracting and construction, based on determination of scope of CONSULTANT'S services
- .02 Review and update of previously established schedules during subsequent phases

.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

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

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

B. PRE-DESIGN SERVICES

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

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

.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
 - .05 Analysis of existing mechanical capabilities
 - .06 Analysis of existing electrical capabilities
 - .07 Review of existing drawings for critical inaccuracies, and the development of required measured drawings
- .11 Marketing Studies** relating to determination of social, economic and political need for and acceptability of the Project and consisting of:
- .01 Determination with OWNER of the scope, parameters, schedule and budget for marketing studies
 - .02 Identification, assembly, review and organization of existing pertinent data
 - .03 Arrangement of clearances for use of existing data
 - .04 Mail survey studies
 - .05 Personal survey studies
 - .06 Analysis of data
 - .07 Assistance in obtaining computerized analysis and modeling
 - .08 Computerized analysis and modeling
 - .09 Preparation of interim reports
 - .10 Preparation of final report
 - .11 Assistance production of final report
- .12 Economic Feasibility Studies** consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:
- .01 Total Project cost
 - .02 Operation and ownership cost
 - .03 Financing requirements
 - .04 Cash flow for design, construction and operation
 - .05 Return on investment studies
 - .06 Equity requirements
- .13 (NOT APPLICABLE) Project Financing** services as required in connection with:
- .01 Assistance to OWNER in preparing and submitting data, supplementary drawings and documentation
 - .02 Research of financing availability
 - .03 Direct solicitation of financing sources by the CONSULTANT
- Project financing services are required for:
- .04 Development costs
 - .05 Site control and/or acquisition
 - .06 Pre-design and site analysis services
 - .07 Planning, design, documentation and bidding services
 - .08 Interim or construction financing
 - .09 Permanent or long-term financing

C. SITE DEVELOPMENT SERVICES

- .14 Site Analysis and Selection** consisting of:
- .01 Identification of potential site(s)
 - .02 On-site observations
 - .03 Movement systems, traffic and parking studies
 - .04 Topography analysis

- .05 Analysis of deed, zoning and other legal restrictions
 - .06 Studies of availability of labor force to staff OWNER'S facility
 - .07 Studies of availability of construction materials, equipment and labor
 - .08 Studies of construction market
 - .09 Overall site analysis and evaluation
 - .10 Comparative site studies
- .15 Site Development Planning** consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:
- .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 Ecological studies
 - .09 Deeds, zoning and other legal restrictions
 - .10 Landscape concepts and forms
- .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
- .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
- .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
- .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
- .20 Zoning 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.
- .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.

D. DESIGN SERVICES

.23 Architecture Design/Documentation:

- .01 During the Schematic Design Phase, responding to program requirements and preparing:
 - .01 Review of OWNER'S Program and Budget
 - .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)
- .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.

.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 predetermined 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 Energy conservation
 - .03 Heating and ventilating
 - .04 Air conditioning
 - .05 Plumbing
 - .06 Fire protection
 - .07 General space requirements
- .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.

.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
 - .03 Telephones
 - .04 Fire detection and alarms
 - .05 Security systems
 - .06 Electronic communications
 - .07 Special electrical systems
 - .08 General space requirements
- .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 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

.27 Civil Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - .01 On-site utility systems
 - .02 Fire protection systems
 - .03 Drainage systems
 - .04 Paving
- .02 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.
- .03 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.

.28 Landscape Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials, 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.
- .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
- .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.

.31 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
 - .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 OWNER'S architectural staff in:
 - .01 Presentation of proposed General and Supplementary Conditions of the Contract for OWNER'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 or materials lists
- .03 During the Contract Documents Phase consisting of activities of OWNER'S architectural staff in:
 - .01 Assistance to the OWNER in development and preparation of bidding and purchasing information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Contract between the OWNER and Contractor(s)
 - .02 Assistance to the OWNER in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
 - .03 Development and preparation of 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

E. BIDDING OR NEGOTIATION SERVICES

.32 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

.33 Addenda services consisting of preparation of Addenda information 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.

.34 Bidding/Negotiation services consisting of:

- .01 Assistance of OWNER in establishing list of Bidders or RESPONDENTS
- .02 (NOT APPLICABLE) Prequalification of Bidders or RESPONDENTS
- .03 Participation in pre-bid conferences
- .04 Responses to OWNER regarding questions received from Bidders or RESPONDENTS and clarifications or interpretations of the Bidding Documents

- .05 Attendance at bid opening(s)
- .06 (NOT APPLICABLE) Documentation and distribution of bidding results
- .35 Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or RESPONDENTS either prior or subsequent to receipt of Bids or proposals.
- .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 (NOT APPLICABLE) 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 (NOT APPLICABLE) Notification of Contract award(s)
 - .02 (NOT APPLICABLE) Assistance in preparation of Construction Contract forms for approval by OWNER
 - .03 (NOT APPLICABLE) Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
 - .04 (NOT APPLICABLE) Receipt, distribution and processing, for OWNER'S approval of required certificates of insurance, bonds and similar documents
 - .05 Preparation and distribution to Contractor(s), on behalf of the OWNER, of notice(s) to proceed with the Work

F. CONTRACT ADMINISTRATION SERVICES

- .39 Submittal Services** consisting of:
 - .01 Processing of submittals, including receipt, review of, and appropriate action of Shop Drawings, Project Data, Samples and other submittals required by the Contract Documents
 - .02 Distribution of submittals to OWNER, Construction Contractor and/or CONSULTANT'S field representative as required
 - .03 Maintenance of master file of submittals
 - .04 Related communications
- .40 Observation Services** consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the OWNER and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.
- .41 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.
- .42 Testing and Inspection Administration** relating to independent inspection and testing agencies, consisting of:
 - .01 Administration and coordination of field testing required by the Contract Documents
 - .02 Recommending scope, standards, procedures and frequency of testing and inspections
 - .03 Arranging for testing and inspection on OWNER'S behalf
 - .04 Notifying inspection and testing agencies of status of Work requiring testing and inspection
 - .05 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
 - .06 Review of reports on inspections and test and notification to OWNER and Construction Contractor(s) of observed deficiencies in the Work

- .43 Supplemental Documentation** services consisting of:
- .01 Preparing, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Contractor(s) or the OWNER
 - .02 Forwarding OWNER'S instructions and providing guidance to the Construction Contractor(s) on the OWNER'S behalf relative to changed requirements and schedule revisions
- .44 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
 - .03 Review and recommendations relative to changes in time for Substantial Completion
 - .04 Negotiations with Construction Contractor(s) on OWNER'S behalf relative to costs of Work proposed to be added, deleted or modified
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work
- .45 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 Review and evaluation of expense data submitted by the Construction Contractor(s) for Work performed under cost-plus-fee arrangements
- .46 Furniture, Furnishings and Equipment Installation Administration** consisting of:
- .01 Assistance to the OWNER in coordinating schedules for delivery and installation of the Work
 - .02 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
- .47 Interpretations and Decisions** consisting of:
- .01 Review of claims, disputes or other matters between the OWNER and Contractor relating to the execution or progress of the Work as provided in the Contract Documents
 - .02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction or the General Conditions of the Contract, for Furniture, Furnishings and Equipment and for Resolution of Claims and disputes
- .48 Project Closeout** services initiated upon notice from the Construction Contractor(s) that the Work, or a designated portion thereof which is acceptable to the OWNER, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
- .01 A detailed inspection with the OWNER'S representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Contractor(s) of items to be completed or corrected
 - .02 Determination of the amounts to be withheld until final completion
 - .03 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)
 - .04 Issuance of Certificate(s) of Substantial Completion
 - .05 Inspection(s) upon notice by the Construction Contractor(s) that the Work is ready for final inspection and acceptance
 - .06 Notification to OWNER and Construction Contractor(s) of deficiencies found in follow-up inspection(s), if any
 - .07 Final inspection with the OWNER'S representative to verify final completion of the Work
 - .08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bonds indemnifying the OWNER against liens
 - .09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)
 - .10 Issuance of final Certificate(s) for Payment

G. POST-CONTRACT SERVICES

- .49 Maintenance and Operational Programming** services consisting of:
- .01 Assistance in the establishment by the OWNER 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 Assistance in the preparation of operations and maintenance manual(s) for the OWNER'S use
- .50 Start-Up Assistance** consisting of:
- .01 On-site assistance in the operation of building systems during initial occupancy
 - .02 Assistance in the training of the OWNER'S operation and maintenance personnel in proper operations, schedules and procedures
 - .03 Administration and coordination of remedial work by the Construction Contractor(s) after final completion
- .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)
 - .04 Transmittal of record drawings and general data, appropriately identified, to the OWNER and others as directed
- .52 Warranty Review** consisting of:
- .01 Consultation with recommendation to the OWNER during the duration of warranties in the connection with inadequate performance of materials, systems and equipment under warranty
 - .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
 - .03 Documenting defects or deficiencies and assisting the OWNER in preparing instructions to the Construction Contractor(s) for correction of noted defects
- .53 Post-Contract Evaluation** consisting of a Project Inspection at least one year after completion of the Work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:
- .01 The initial Project programming versus actual facility use
 - .02 The functional effectiveness of planned spaces and relationships
 - .03 The operational effectiveness of systems and materials installed

H. SUPPLEMENTAL SERVICES

- .54 Special Studies** consisting of investigation, research and analysis of the OWNER'S special requirements for the Project and documentation of findings, conclusions and recommendations for:
- .01 Master planning to provide design services relative to further facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase
 - .02 Providing special studies for the Project such as analyzing acoustical or lighting requirements, record retention, communications and security systems
- .55 Tenant-Related Services** consisting of design and documentation services for tenants or potential tenants relating to:
- .01 Space planning, partition and furnishings locations, and furniture and equipment layouts
 - .02 Material and color selections and coordination
 - .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs
 - .04 Preliminary estimate of Construction Cost

- .56 Special Furnishings Design** services relating to CONSULTANT-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:
- .01 Design and documentation
 - .02 Specifications or standards
 - .03 Management of procurement
 - .04 Coordination of installation
 - .05 Purchase on the OWNER'S behalf
- .57 Furniture, Furnishings and Equipment Services** relating to equipment and furnishings 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 and as more specifically described in Article 1.6, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
- | | | |
|-------------------------|---------------------------|-------------------------|
| .01 Acoustics | .14 Elevators/Escalators | .27 Public Relations |
| .02 Audio-Visual | .15 Fallout Shelters | .28 Radiation Shielding |
| .03 CPM Scheduling | .16 Financial | .29 Real Estate |
| .04 Code Interpretation | .17 Fire Protection | .30 Reprographics |
| .05 Communications | .18 Food Service | .31 Safety |
| .06 Computer Technology | .19 Insurance | .32 Sociology |
| .07 Concrete | .20 Historic Preservation | .33 Soils/Foundations |
| .08 Cost Estimating | .21 Legal | .34 Space Planning |
| .09 Demography | .22 Life Safety | .35 Specifications |
| .10 Display | .23 Lightning | .36 Traffic/Parking |
| .11 Ecology | .24 Management | .37 Transportation |
| .12 Economics | .25 Materials Handling | .38 Security |
| .13 Editorial | .26 Psychology | .39 Record Retention |
- .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 OWNER'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 OWNER, 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
- .64 Still Photography** consisting of:
 - .01 Documentation of existing conditions
 - .02 Aerial site photography
 - .03 Photographic recording for study purposes of facilities similar to the Project
 - .04 Periscope photography of model(s) for the Project
 - .05 Presentation photography of rendering(s) and model(s) for the Project
 - .06 Construction progress photography
 - .07 Architectural photography of the completed Project
- .65 Motion Picture and Videotape** services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.
- .66 Life Cycle Cost Analysis** consisting of assessment, on the basis of established relevant economic consequences over a given time period, of:
 - .01 A given planning and design solution for the Project
 - .02 Alternative planning and design solutions for the Project
 - .03 Selected systems, subsystems or building components proposed for the Project
- .67 Value Analysis** consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the OWNER.
- .68 Energy Studies** consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the OWNER'S consideration.
- .69 Quantity Surveys** consisting of:
 - .01 A detailed determination of the quantities of materials to be used in the Project to establish the basis for the price determination by bidding or negotiations
 - .02 Making investigations, inventories of materials or furniture, furnishings and equipment, or valuations and detailed appraisals of existing facilities, furniture, furnishings and equipment, and the relocation thereof
- .70 Detailed Cost Estimating** services consisting of:
 - .01 Development, when the Contractor Documents are approximately 95% complete, of a Detailed Estimate of the Cost of the Work based on quantity take-offs and unit-cost pricing of materials, labor, tools, equipment and services required for the Work plus estimates for the Construction Contractor's supervision cost, Work required by General and Supplementary Conditions, and an allowance for reasonable Construction Contractor's overhead and profit; or
 - .02 Continuous development during all phases of design and documentation, of an Estimate of the Cost of the Work for the purpose of greater cost control, culminating in a Detailed Estimate of the Cost of the Work or detailed quantity surveys or inventories of material, equipment and labor
- .71 Environmental Monitoring** services consisting of:
 - .01 Monitoring of air, water and other designated components of the environment to establish existing conditions, and the preparation of related analyses and reports
- .72 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.
- .73 Materials and Systems Testing** relating to testing of components of the completed Project for conformance with Contract requirements and consisting of:
 - .01 Establishment of requirements
 - .02 Procurement of testing services

- .03 Monitoring testing
- .04 Review, analysis and reporting of test results

.74 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

.75 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

.76 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 Condominium documentation
- .03 Sociological impact studies

.77 Furniture, Furnishings and Equipment Purchasing/Installation, consisting of:

- .01 (NOT APPLICABLE) Purchasing furniture, furnishings and equipment on behalf of the OWNER with funds provided by the OWNER
- .02 Receipt, inspection and acceptance on behalf of the OWNER of furniture, furnishings, and equipment at the time of their delivery to the premises and installation
- .03 Providing services including travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project

.78 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.

.79 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

.80 Leasing Brochures, including preparation of special materials to assist the OWNER in leasing the Project and consisting of:

- .01 Design
- .02 Preparation of illustrations and text
- .03 Arranging for and managing production

- .81 Pre-Contract Administration/Management**, consisting of:
 - .01 Evaluating feasibility of OWNER'S program, schedule and budget of the Work, each in terms of the other
 - .02 Preparing, updating and monitoring Detailed Project Schedule, including services and contract Work, identifying critical and long-lead items
 - .03 Preparing, updating and monitoring Detailed Estimates of the Cost of the Work prior to completion of each design phase
 - .04 Assisting the OWNER in selecting, retaining and coordinating the professional services of surveyors, testing labs and other special consultants as designated
 - .05 Assisting the OWNER in evaluating relative feasibility of methods of executing the Work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging
 - .06 Assisting the OWNER in determining the method of contracting for the Work; evaluating single versus multiple contracts; advising on categories of separate contracts and provisions for coordinating responsibilities

- .82 Extended Bidding services**, consisting of:
 - .01 Developing Bidders' interest in the Project and (NOT APPLICABLE) establishing bidding schedules
 - .02 (NOT APPLICABLE) Receiving and analyzing bids and providing recommendations as to the OWNER'S acceptance or rejection of bids
 - .03 (NOT APPLICABLE) Advising the OWNER an acceptance of Construction Contractors
 - .04 Conducting pre-award conferences (only pre-construction conferences)

- .83 Extended Contract Administration/Management**, consisting of:
 - .01 Assisting OWNER in obtaining building permits
 - .02 Updating and monitoring actual costs against estimates of final costs; assisting OWNER in monitoring cash flow
 - .03 Providing a detailed schedule showing time periods for each Construction Contractor, including long-lead items and OWNER'S occupancy requirements; updating and monitoring periodically; recommending corrective action when required
 - .04 Endeavoring to achieve satisfactory performance of Construction Contractors through development and implementation of a quality control program; assisting OWNER in determining compliance with schedule, cost and Contract Documents
 - .05 Scheduling and conducting periodic project meetings with the OWNER, Construction Contractor and Subcontractors
 - .06 Assisting OWNER in maintaining cost accounting records
 - .07 Maintaining a daily log including conditions at site and job progress, periodically including percentage of completion of each contract
 - .08 Assisting the OWNER in coordinating and scheduling activities of the separate Construction Contractors
 - .09 Maintaining and periodically updating a record of all significant changes made during construction; maintaining record copies of Contract Documents; maintaining samples and lay-out drawings at the job site

- .84 Prepare quality assurance** special inspection matrix for any necessary materials testing or special inspections.

- .85 Prepare legal descriptions** of right of way as necessary for project.

- .86 Prepare warranty matrix spread sheet** showing all warranties required, terms, dates and products set up by the most current 49 Division Masterformat system.

- .87 Provide detailed sequence of controls** for all mechanical and control systems.

- .88 Prepare and submit an application** for authority to construct and operate all required emissions producing equipment.

- .89 Develop, submit, and obtain parcel map** to create separate parcel from main parcel.

- .90 Determine accessibility regulations**, design toward them, and create a checklist.

- .91 Provide Title Report** to Owner. Consultant shall use information in title report to determine site constraints and design development.

**EXHIBIT B
REQUIRED SUBMITTALS**

The CONSULTANT shall provide the following submittals, delivered to the OWNER unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.

1. PRE-DESIGN PHASE

.01 Design Schedule

2. SITE ANALYSIS PHASE

.01 Geotechnical Report
.02 Site Survey
.03 Hazardous Material Survey
.04 Programming Report
.05 Operating Cost Analysis
.06 LEED Credits Report
.07 Site Utilization Report
.08 Construction Cost Estimate
.09 Conceptual Design Drawings

3. SCHEMATIC DESIGN PHASE

.01 Schematic Design Drawings and Specification Outline
.02 LEED Credits Report
.03 Construction Cost Estimate

4. DESIGN DEVELOPMENT PHASE

.01 Drawings and Specifications
.02 Presentation Drawings, mounted
.03 Materials Board
.04 Flood/Hydrology Report draft, if required by governing authorities
.05 Construction Cost Estimate
.06 LEED Credits Report

5. CONSTRUCTION DOCUMENT PHASE

.01 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and Clark County Land Development Section, and written notice to the OWNER of the submittal dates for each.
.02 If required by governing authorities, Traffic Study submitted to jurisdictional Traffic/Electrical Field Operations Section, and written notice to the OWNER of the submittal date.
.03 Nevada Power, Embarq, and Las Vegas Valley Water District applications to their design departments, and written notice to the OWNER of the submittal dates for each.
.04 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit A**) at 60%, 95%, and 100% completion, utilizing the OWNER'S standard cover sheet and title block, including Construction Cost Estimates with 60%, 95% and 100% submittals.
.05 Exterior Light Fixture Cut Sheets at 95% Submittal.
.06 Building Permit Application.
.07 Building Department and Land Development plan review permit applications.
.08 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.
.09 Table of Contents listing Sections 1 through 50, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
.10 Drawing list with sheet title and issue date for each sheet.
.11 Specifications contributing authors' stamp and signature sheet.
.12 Operating Cost Analysis, as required by NRS 338.190 if an occupied building over 20,000 square feet.
.13 LEED Credits Report.

6. BIDDING OR NEGOTIATIONS PHASE

.01 Requested and necessary addenda.

7. 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 Meeting Minutes
- .03 Drainage Compliance Report
- .04 LEED Credits Reports

8. POST-CONTRACT SERVICES

- .01 Final Record Drawings in both electronic and paper format
- .02 LEED Credits Reports and Certification

9. SUPPLEMENTAL SERVICES

- .01 Renderings relating to graphic pictorial representations, as required by the OWNER, of the proposed Project
- .02 Cost Estimates
- .03 Quality Assurance (QAA) Special Inspection Matrix
- .04 Legal Descriptions
- .05 Warranty Matrix
- .06 Sequence of Controls
- .07 Accessibility Checklist

**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 service would be required to be added to the Contract in writing in the form of an amendment approved by the OWNER. For additional services of subconsultant(s), the OWNER shall compensate the CONSULTANT a multiple of **one and one tenth (1.10)** times the amounts billed to the CONSULTANT for such services. Future written additional services authorizations may be issued by the OWNER in compliance with the above Hourly Rate Schedules. Site specific seismic testing and investigation to determine the structural requirements under the building code would be an additional service, added by amendment to the Contract pursuant to Section IV of the Contract.

REIMBURSABLE EXPENSES

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

**EXHIBIT D
MILESTONES**

**PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE
DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE**

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 MILESTONES	PERCENTAGE OF FEE	AMOUNT
Extended Project Representation (to be paid in equal monthly payments - see Agreement)	100%	\$
SUBTOTAL	100%	\$

DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)	AMOUNT
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	\$
(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	\$
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	\$
Reimbursement of CONSULTANT-paid OWNER expenses	\$
SUBTOTAL	\$

GRAND TOTAL	\$
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**EXHIBIT E
KEY PERSONNEL LIST**

OWNER PERSONNEL

PROJECT MANAGER: RPM Project Manager's Name

PROJECT REPRESENTATIVE: RPM Coordinator's Name

CONSULTANT'S PROJECT STAFF

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

PROJECT REPRESENTATIVE:

PRINCIPAL:

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 OWNER 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. Pre-Design Scheduling Conference (During Contract Negotiations)
2. Design Baseline Schedule Review Conference
3. Progress meetings

1. PRE-DESIGN SCHEDULING CONFERENCE (COMPLETED PRIOR TO AWARD OF CONTRACT):

- A. The CONSULTANT and OWNER scheduled a Pre-Design Conference before the award of the Contract. The conference was held at a convenient location approved by the OWNER.
- B. The OWNER and CONSULTANT conducted the meeting and review with the CONSULTANT their responsibilities and personnel assignments.
- C. Attendees: Authorized representatives of the OWNER, CONSULTANT and its subconsultants, CONSULTANT'S scheduler, and other concerned parties. Participants at conference become familiar with Project and authorized to conclude matters relating to the design.
- D. The OWNER provided the CONSULTANT with a standard scheduling template.
- E. Agenda: Discussed 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

2. DESIGN BASELINE SCHEDULE REVIEW CONFERENCE:

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

3. PROGRESS MEETINGS:

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

- B. Attendees: Representatives from the OWNER and CONSULTANT will be represented at these meetings. Participants at the conference will be familiar with Project and authorized to conclude matters relating to the Work.
- C. CONSULTANT will present, discuss the progress since the last meeting; determine where each activity is in relation to Project Approved Baseline Schedule, whether on time or ahead or behind schedule; determine how the activities behind schedule will be expedited; secure commitments from parties involved to do so; discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within Contract time.
- D. Agenda: Discuss items of significance, including, but not limited to the following:
 - 1. Review and correct or approve minutes of previous progress meeting.
 - 2. Review other items of significance that could affect progress.
 - 3. Review and current status of the CONSULTANT'S (TBD) 30 calendar day work plan.
 - 4. Review of the CONSULTANT'S near term deliverables.
 - 5. Include other topics for discussion as appropriate to status the Project.
 - 6. Initiate whatever actions are necessary to resolve impediments to perform the Work.

II. GENERAL

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

1. **PROGRESS OF WORK**

- A. It is understood and acknowledged by all parties that the Work cannot be efficiently managed without the use of a Design Schedule, updated frequently and utilized by the CONSULTANT for the planning, management and coordination of the Work. It is further acknowledged that the OWNER will be made aware of any event or circumstance that negatively affects the CONSULTANT'S ability to complete the project as agreed in the OWNER approved **Exhibit F** Baseline Schedule. The Work will be executed with such progress as required to prevent any delay to the completion of the Contract. Therefore, all requirements of this Contract as to scheduling and reporting, as well as time limits for completion of the Work, are of the essence.

2. **SCHEDULE METHODOLOGY**

- A. The scheduling method to be used shall be a Critical Path Method schedule in the form of an activity on node Precedence Diagram Network (PDN) with capabilities of identifying the critical path.
- B. The scheduling system to be utilized will be a Primavera scheduling solution. These include, Project Planner Version 3.1 or later, Primavera Suretrak 3.0, Primavera Contractor, or Primavera P6 or later. This will be referred to as the Scheduling System. The system will be capable of handling, processing, printing, and plotting data to satisfy all requirements of this Section. The CONSULTANT will maintain the Scheduling System, the schedule, and the scheduling staff required to support and maintain the system and processes.

3. **INTEGRATED PROJECT SCHEDULE TEMPLATE**

- A. The work assigned to the selected CONSULTANT represents one of the nine phases typically performed in the life cycle of the projects managed by the OWNER'S representative (Clark County Real Property Management). A critical component of the OWNER'S project management plan is the coordination and forecasting of the work as it transitions from one phase to the next. To facilitate this coordination the OWNER has developed a scheduling template integrating each of the phases into a master project plan. All project participates, including the selected. CONSULTANT shall develop a Baseline Schedule with-in the structure established by the Schedule Template.
- B. It is expressly understood the OWNER'S intent in providing the Schedule Template to the selected CONSULTANT is not to dictate how the design is performed. The Schedule Template simply provides the frame work and integration points for which the Baseline Schedule is to be developed and maintained.

- C. No change, modification, substitution or updating of the CONSULTANT'S Baseline Schedule will be performed by the CONSULTANT without explicit written permission by the OWNER. Acceptance of any such Schedule, report or update by the OWNER serves only to acknowledge that the CONSULTANT has fulfilled the contractual requirement to submit the same; in doing so, the OWNER assumes no responsibility for any loss or damage to the CONSULTANT and the CONSULTANT remains solely responsible for the choice of sequences, durations, logic, and procedures reflected therein.
- D. The CONSULTANT, with approval of the OWNER, will modify the Integrated Project Schedule Template as required to develop the Design Schedule for the work in accordance with the requirements of this Section. The purpose of the Design Schedule shall be to:
 - 1. Depict the CONSULTANT'S plan for performing the Work.
 - 2. Assure adequate planning, scheduling, and reporting during execution of the design and related activities so they may be prosecuted in an orderly and expeditious manner, within the Contract time and the Milestones stipulated by the Contract.
 - 3. Assist the CONSULTANT and OWNER in monitoring the progress of the Work and evaluating proposed changes to the Contract and the Design Schedule.
 - 4. Assist in detecting problems for the purpose of taking corrective action and to provide a mechanism or tool for determining and monitoring such corrective actions.
 - 5. Coordinate the execution of following project phases.
- E. DESIGN SCHEDULE CODING STRUCTURE
 - 1. The OWNER'S coding dictionary included in the Schedule Template facilitates the OWNER'S reporting requirements. These four codes included in the Schedule Template shall not be altered. Additional coding may be added by the CONSULTANT as needed.

4. DESIGN CONSULTANT'S PROJECT SCHEDULER

- A. The CONSULTANT is required to employ or retain the services of a Project Scheduler. The Project Scheduler 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 Project Scheduler is required to attend all meetings pertaining to scheduling and progress of the work.
- C. Within five (5) calendar days after the Notice to Proceed, the CONSULTANT shall provide a statement to the OWNER with the following:
 - 1. Identification, qualifications, and experience of the CONSULTANT'S Project Scheduler and all other members of the CONSULTANT'S scheduling staff.
 - 2. The OWNER reserves the right to disapprove any candidate proposed for the Project.
 - 3. The OWNER reserves right to remove, without rights to work on the project, any member of the CONSULTANT'S scheduling staff that is, in the OWNER'S opinion, incompetent in scheduling.
- D. Related Sections: Other Division 1 Specification Sections including, but not limited to, following:
 - 1. Section TBD Payment Procedures
 - 2. Section TBD Submittal Schedule
 - 3. Section TBD Schedule of Values

III. DESIGN SCHEDULE MILESTONES

- A. The OWNER will provide project specific time constraint Milestones (if required) to support the phases following the design effort. The CONSULTANT shall maintain these Milestones in the Design Schedule.
- B. The Milestones listed in these specifications, or elsewhere in the CONSULTANT'S Contract, represent only the major milestones. The Milestone completion durations indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project.

C. Refer to the Contract for the project required Milestones and durations. Earlier completion dates may be established by the CONSULTANT subject to approval by the OWNER. The OWNER reserves the right to require the CONSULTANT to prosecute the Work in accordance with the specified Milestone durations. The CONSULTANT shall create all Project Milestones deemed necessary by the OWNER, including but not limited to the following:

1. Develop and Submit Baseline Schedule
2. Schematic Drawings
3. Design Development
4. 60% CD's
5. 95% CD's

IV. SUBMITTALS

- A. **DESIGN SCHEDULE BASELINE SCHEDULE:** Within the first ten (10) working days of the Contract the CONSULTANT shall meet with the OWNER to develop a digital copy of the Baseline Design Schedule. The Design Schedule Update shall reflect the CONSULTANT'S plan for completing the work included in the scope of the Contract
- B. **DESIGN SCHEDULE 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.

Common Template							
Land Acquisition							
Land Acquisition							
A6_29800	Land Acquisition Complete	0	25APR06	Land Acquisition Complete			
Project Funding							
Conception / Project Funding							
A6_10000	Conception / Funding Hammock	30	26APR06	25MAY06	Conception / Funding Hammock		
A6_10240	Design Funding Authorized	0	26APR06		Design Funding Authorized		
A6_10245	Design Funding Loaded in SAP Project Account	30	26APR06	25MAY06	Design Funding Loaded in SAP Project Account		
A6_10250	Construction Funding Approved	0		25APR06	Construction Funding Approved		
A6_10270	Construction Funding Loaded in SAP Proj. Account	30	26APR06	25MAY06	Construction Funding Loaded in SAP Proj. Account		
Design Consultant Selection							
Design Consultant Selection							
A6_30000	Design Consultant Selection Hammock	60	26MAY06	25JUL06	Design Consultant Selection Hammock		
A6_30200	Select & Negotiate Design Consultant Contract	60	26MAY06	25JUL06	Select & Negotiate Design Consultant Contract		
Design Consultant Purchasing Process & BCC Award							
Design Consultant Contract Award							
A6_30220	Design Consultant Contract Award Hammock	90	26JUL06	23OCT06	Design Consultant Contract Award Hammock		
A6_30240	Initiate Purchasing Process & Schedule w/BCC	45	26JUL06	08SEP06	Initiate Purchasing Process & Schedule w/BCC		
A6_30245	BCC Approval	0		08SEP06	BCC Approval		
A6_30250	Purchasing Award	45	09SEP06	23OCT06	Purchasing Award		
A6_30500	Issue Notice to Proceed	0		23OCT06	Issue Notice to Proceed		
Design Process							
Programming							
A6_40000	Programming Hammock	32	24OCT06	24NOV06	Programming Hammock		
A6_40110	Develop Program	25	24OCT06	17NOV06	Develop Program		
A6_40115	Develop Project Schedule	7	24OCT06	30OCT06	Develop Project Schedule		
A6_40125	Program Review w/User	7	18NOV06	24NOV06	Program Review w/User		
Reports & Surveys							
A6_39000	Reports & Studies Hammock	62	24OCT06	24DEC06	Reports & Studies Hammock		
A6_39200	Prepare Boundary Survey	30	24OCT06	22NOV06	Prepare Boundary Survey		
A6_39300	Prepare Topographic Survey	30	24OCT06	22NOV06	Prepare Topographic Survey		
A6_39400	Prepare Agricultural Soils Report	10	25NOV06	04DEC06	Prepare Agricultural Soils Report		
A6_39500	Prepare Geotechnical Report	30	25NOV06	24DEC06	Prepare Geotechnical Report		
Engineering Studies							
A6_54000	Engineering Studies Hammock	60	25NOV06	25JAN07	Engineering Studies Hammock		
A6_54200	Traffic Study Prepared & Submitted	30	25NOV06	24DEC06	Traffic Study Prepared & Submitted		
A6_54300	Drainage Study Prepared & Submitted	30	26DEC06	25JAN07	Drainage Study Prepared & Submitted		
Land Use and Applications							
A6_50000	Land Use & Applications Hammock	67	24OCT06	30DEC06	Land Use & Applications Hammock		
A6_50200	Prepare Submittals / Meet w/Planner	7	24OCT06	30OCT06	Prepare Submittals / Meet w/Planner		
A6_50440	Land Use Application / Design Review	60	31OCT06	30DEC06	Land Use Application / Design Review		
A6_50905	Develop Reversionary Map	60	31OCT06	30DEC06	Develop Reversionary Map		
Schematic Design							
A6_41000	Schematic Design Hammock	37	25NOV06	02JAN07	Schematic Design Hammock		
A6_41110	Schematic Design Preparation	30	25NOV06	24DEC06	Schematic Design Preparation		
A6_41300	Affected Agencies Review	7	26DEC06	02JAN07	Affected Agencies Review		
Design Development							
A6_42000	Design Development Hammock	67	03JAN07	10MAR07	Design Development Hammock		
A6_42110	Design Development / Cost Estimate	60	03JAN07	03MAR07	Design Development / Cost Estimate		
A6_42160	Design Development Review	7	04MAR07	10MAR07	Design Development Review		
Construction Documents							
A6_56000	Construction Documents Hammock	90	11MAR07	08JUN07	Construction Documents Hammock		
Start Date	01APR06	TMXP - 0507	Sheet 1 of 2				
Finish Date	29JUL09	Real Property Management		Date	Revision	Checked	Approved
Data Date	26APR06	Common Template					
Run Date	03JUL07 14:49						
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A6_56005	Prepare On-Site & Off-Site Improvement Plan	30/10MAY07	08/JUN07	Prepare On-Site & Off-Site Improvement Plan
A6_56300	50% CD's & Cost Estimate Preparation	30/11MAR07	09APR07	50% CD's & Cost Estimate Preparation
A6_56310	50% CD's & Cost Estimate Review	14/10APR07	27APR07	50% CD's & Cost Estimate Review
A6_56500	95% CD's & Cost Estimate Preparation	15/28APR07	12MAY07	95% CD's & Cost Estimate Preparation
A6_56510	95% CD's & Cost Estimate Review	14/14MAY07	31MAY07	95% CD's & Cost Estimate Review
A6_56800	Conduct 100% Plan & Cost Estimate Review	7/01JUN07	07/JUN07	Conduct 100% Plan & Cost Estimate Review
Utility Services Design				
Utility Services				
A6_52000	Utility Services Hammock	225*/25NOV06	10/JUL07	Utility Services Hammock
A6_52170	Water Service - LVWWD Approval	115/25NOV06	21MAR07	Water Service - LVWWD Approval
A6_52180	Water Service Interlocal Agree/BCC Approval	60/22MAR07	20MAY07	Water Service Interlocal Agree/BCC Approval
A6_52330	Power Final Drawing	180/25NOV06	25MAY07	Power Final Drawing
A6_52430	Telephone Final Drawing	30/26MAY07	24/JUN07	Telephone Final Drawing
A6_52630	Gas Final Drawing	90/25NOV06	24FEB07	Gas Final Drawing
A6_52630	Cable Final Drawing	15/26JUN07	10/JUL07	Cable Final Drawing
A6_52730	Sewer Final Drawing	90/25NOV06	24FEB07	Sewer Final Drawing
Building Department & Civil Eng. Plan Check				
Plans Check				
A6_60000	Plans Check Hammock	290*/26DEC06	13OCT07	Plans Check Hammock
A6_60100	Traffic Study Approval	60/26DEC06	24FEB07	Traffic Study Approval
A6_60110	Drainage Study Approval	90/11MAR07	08/JUN07	Drainage Study Approval
A6_60220	OnSite&Offsite Devel Services-Civil Plan Check	90/16/JUN07	14SEP07	OnSite&Offsite Devel Services-Civil Plan Check
A6_60230	Construction Documents Plan Check	120/08/JUN07	09OCT07	Construction Documents Plan Check
A6_60490	Zoning Approval	7/07OCT07	13OCT07	Zoning Approval
A6_70050	QAA Contract (CLV Only)	60/08/JUN07	09AUG07	QAA Contract (CLV Only)
A6_70100	Prepare Division 1	5/13MAY07	17MAY07	Prepare Division 1
A6_70200	Prepare POR/Encumber Funds	5/13MAY07	17MAY07	Prepare POR/Encumber Funds
Purchasing Bidding & Award				
Construction Bid				
A6_70000	Construction Bid Hammock	90*/14OCT07	13/JAN08	Construction Bid Hammock
A6_70600	Receive Bids	60/14OCT07	12DEC07	Receive Bids
A6_70700	BCC Approval & Construction Award	30/13DEC07	13/JAN08	BCC Approval & Construction Award
Construction				
Construction				
A6_80000	Construction Hammock	194*/14/JAN08	26/JUL08	Construction Hammock
A6_80200	Pre-construction Meeting & NTP	14/14/JAN08	27/JAN08	Pre-construction Meeting & NTP
A6_80700	Perform Construction Administration Tasks	180/28/JAN08	26/JUL08	Perform Construction Administration Tasks
A6_80900	Substantial Completion	0	26/JUL08	Substantial Completion
Punchlist, FFE & Move-in				
FFE & Move-in				
A6_90220	FFE & Move-in Hammock	60*/27/JUL08	24/SEP08	FFE & Move-in Hammock
A6_90240	Punchlist Items Complete	60/27/JUL08	24/SEP08	Punchlist Items Complete
A6_90310	Furniture, Fixtures & Equipment	45/27/JUL08	09/SEP08	Furniture, Fixtures & Equipment
A6_90320	Move-in	15/10/SEP08	24/SEP08	Move-in
Warranty & Document Transfer				
Document Transfer				
A6_80910	Document Transfer Hammock	120*/27/JUL08	23/NOV08	Document Transfer Hammock
A6_85100	Equipment Training	30/27/JUL08	25/AUG08	Equipment Training
A6_85110	Transfer Materials & Documents	60/25/SEP08	23/NOV08	Transfer Materials & Documents
A6_85650	Close Out Memo / Report	10/25/SEP08	04/OCT08	Close Out Memo / Report
A6_85700	Release of Retention	30/25/OCT08	23/NOV08	Release of Retention
Warranty				
A6_85000	Warranty & Document Transfer Hammock	365*/27/JUL08	29/JUL08	Warranty & Document Transfer Hammock
A6_90100	Monitor Landscape Maintenance	90/27/JUL08	24/OCT08	Monitor Landscape Maintenance
A6_90200	Monitor System Warranties	335/27/JUL08	28/JUN09	Monitor System Warranties
A6_90210	One-Year Warranty Review	30/29/JUN09	29/JUL09	One-Year Warranty Review
A6_90300	Project Complete	0	29/JUL09	Project Complete

Start Date 01APR06
 Finish Date 29JUL09
 Data Date 26APR06
 Run Date 03JUL07 14:49
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TMFX - 0507
 Real Property Management
 Common Template
 Sheet 2 of 2

Date	Revision	Checked	Approved

EXHIBIT G
RFP NO. 603416-14
PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE
DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE

INSURANCE REQUIREMENTS

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

1. **Format/Time:** CONSULTANT shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insureds except on workers' compensation. CONSULTANT'S insurance shall be primary as respects COUNTY, its officers and employees.
4. **Endorsement/Cancellation:** CONSULTANT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONSULTANT'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.
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 Exhibit, 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.
8. **Automobile Liability:** Subject to paragraph 6 of this Exhibit, 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 this Contract.
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 this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
10. **Workers' Compensation:** CONSULTANT shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 1**) indicating that the CONSULTANT 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 coverages required herein, COUNTY may withhold payment, order CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the 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 this 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 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 mailing address specified in Item 16.8 below.
16. Insurance Form Instructions: The following information must be filled in by CONSULTANT'S Insurance Company representative:
 1. Insurance Broker's name, complete address, 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) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 - (H) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (I) Policy Number
 - (J) Policy Effective Date
 - (K) Policy Expiration Date
 - (L) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (M) Policy Number
 - (N) Policy Effective Date
 - (O) Policy Expiration Date
 - (P) Aggregate (\$1,000,000)
 8. Description: Contract Number and Title of Contract (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.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND PROJECT NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

- 1. I am a Sole Proprietor;
- 2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 603416-14, entitled PROFESSIONAL PROJECT ADMINISTRATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE DEPARTMENT OF FAMILY SERVICES BUILDING AND PARKING GARAGE;
- 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.

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

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

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

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

**EXHIBIT I
CONSULTANT ASR FORM**

**RPM CONTRACT
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:																												
<p>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.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;">Description</th> <th style="width:20%;">TOTAL</th> </tr> </thead> <tbody> <tr><td>1</td><td align="right">\$0.00</td></tr> <tr><td>2</td><td align="right">\$0.00</td></tr> <tr><td>3</td><td align="right">\$0.00</td></tr> <tr><td>4</td><td align="right">\$0.00</td></tr> <tr><td>5</td><td align="right">\$0.00</td></tr> <tr><td>6</td><td align="right">\$0.00</td></tr> <tr><td>7</td><td align="right">\$0.00</td></tr> <tr><td>8</td><td align="right">\$0.00</td></tr> <tr><td>9</td><td align="right">\$0.00</td></tr> <tr><td>10</td><td align="right">\$0.00</td></tr> <tr><td>11</td><td align="right">\$0.00</td></tr> <tr><td>12</td><td align="right">\$0.00</td></tr> <tr> <td align="right">Total</td> <td align="right">\$0.00</td> </tr> </tbody> </table>					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
Description	TOTAL																															
1	\$0.00																															
2	\$0.00																															
3	\$0.00																															
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9	\$0.00																															
10	\$0.00																															
11	\$0.00																															
12	\$0.00																															
Total	\$0.00																															
<p>Reason: (Use additional pages, as necessary, to provide a full and complete explanation for the work or product included in this ASR.)</p> <p>Type here and arrow down for the next line.</p>																																
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																												
<p>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 _____.</p>																																
Signature: _____		Consultant	Date: _____																													
Submitted By: _____		D&C Administrator/Construction Project Coordinator	Date: _____																													
Approved By: _____		D&C Manager	Date: _____																													

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

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

ACKNOWLEDGEMENT & COMMENTS

COUNTY RPM REPRESENTATIVE: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

COUNTY CLIENT AGENCY REPRESENTATIVE: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

CONSULTANT: _____

(Signature) Title: _____

DATE: _____

GENERAL COMMENTS: _____

**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