FINANCE DEPARTMENT
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF SOQ NO. 602754-12

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING SOQ DOCUMENT:

PROJECT NO. SOQ NO. 602754-12 SOQ PAGES: 83

DESCRIPTION: SCHEDULING AND COST ESTIMATING SERVICES

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

Please indicate the method you used to obtain this SOQ Document:

_____ Internet _____Plan Room

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA

STATEMENT OF QUALIFICATIONS
SOQ NO. 602754-12
SCHEDULING AND COST ESTIMATING SERVICES

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

The SOQ 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. 602754 in the list of current solicitations.

- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers, or call (702) 455-2897.

- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Submittal Conference will be held on **OCTOBER 15, 2012 at 10:30 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Statement of Qualification (SOQ) procedures and would like to obtain training on the submittal process for this SOQ, please contact Royal Alexander, Purchasing Analyst, at (702) 455-4258 no later than **TUESDAY, OCTOBER 9, 2012,** and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center, Purchasing and Contracts Division, Fourth Floor, on or before, **NOVEMBER 8, 2012** at **3:00:00 p.m.** Proposals are time-stamped upon receipt. Proposals time-stamped at 3:00:01 p.m. or after will be returned unopened to the RESPONDENT.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review Journal
OCTOBER 4, 2012

GENERAL CONDITIONS
SOQ NO. 602754-12
SCHEDULING AND COST ESTIMATING SERVICES

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 Statement of Qualifications (SOQ). The term "SOQ" as used throughout this document will mean SOQ.

2. INTENT

The OWNER is soliciting proposals from qualified scheduling and cost estimating firms to provide scheduling and cost estimating services for County projects. The services required are divided into two (2) Service Categories, and a separate list of qualified Scheduling and Cost Estimating will be established and recommended to the BCC for approval for use on a rotating basis for the period from date of award through December 31, 2014. Fees for services will be negotiated with the next successful RESPONDENT on each list and approved by the BCC as projects arise. In the event the next successful RESPONDENT on a list is offered the next project for services, and it refuses the project, or an acceptable price cannot be negotiated, it will be put at the end of the list for that Service Category.

The two Services Categories are:

1. Scheduling Services*
2. Cost Estimating Services*

***OWNER reserves the right to use a separate selection process for any Service Provider for any design and construction project.**

3. DESIGNATED CONTACTS

The OWNER's representative will be the Design and Construction Manager of Real Property Management, telephone number (702) 455-5895. This representative will respond to questions concerning the scope of work of this SOQ. Questions regarding the selection process for this SOQ may be directed to Royal Alexander, Purchasing Analyst II, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4258, email: ralexand@clarkcountynv.gov. All questions should be submitted to OWNER's representative in a reasonable time frame prior to submittal date.

4. CONTACT WITH OWNER DURING SOQ 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 SOQ 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 SOQ shall be addressed to the designated contact(s) specified in the SOQ document. Failure of a RESPONDENT, or any of its representatives, to comply with this paragraph may result in their SOQ being rejected.

5. SUBMITTAL REQUIREMENTS

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

Firms shall submit a separate SOQ (and separate copies of each SOQ) for each of the Service Categories for which they want to be considered. **A separate submittal must be submitted for each category and must be plainly marked on the cover as to which category is being submitted.**

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 in Item **6**, in an appropriate bound folder.

The RESPONDENT shall submit one (1) original (paper), clearly marked as such, (1) CD (PFD format) and four (4) paper copies of its SOQ submittal. The name of the RESPONDENT's firm shall be indicated on the spine and/or cover of each binder.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the RESPONDENT and the SOQ 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 proposal not properly addressed and identified. Proposals 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	U.S. Mail Delivery	Express Delivery
Clark County Government Center Purchasing and Contracts Division 500 South Grand Central Parkway, 4th Fl Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Fl 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	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.

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

A. **SCHEDULING SERVICES and or COST ESTIMATING SERVICES**

1. OWNER will require Scheduling and Estimating services for various projects started from date of award through December 31, 2014. Basic services will vary by specific project. Fees will be negotiated as projects arise. A sample scope of services is shown in the attached Sample Contract, Exhibit A, Scope of Work.

2. 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, Exhibit G. 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, or 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.

3. EVALUATION CRITERIA

a. FIRM INFORMATION: Provide the firm's information as requested on Form A. NOTE: Answering NO to any of the questions in Question 16, 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 QUALIFICATIONS AND EXPERIENCE**

Identify and describe the qualifications and experience of the prime consultant preparing and submitting the SOQ, 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 SOQ 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 Scheduler, Estimator, and other key staff. Include any experience in working with marine projects.

D. **TEAM IDENTIFICATION AND ROLES**

Identify each sub-consultant, 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 key personnel identified above. Indicate current assignments, work location, and recent references, as above, for all key personnel.

F. **LIST ALL CLARK COUNTY CONTRACTS YOUR FIRM HAS ENTERED INTO WITHIN THE LAST FIVE YEARS.**

In addition to its appearance and organization, this information will be used by a selection committee to evaluate your firm's experience and qualifications as they relate to this project. Firms will be ranked by a selection committee.

7. SCOPE OF SERVICES

The Consultant shall provide the following services:

I. Task 1 –Scheduling

A. The Consultant shall provide one full-time Scheduler who shall provide the following services:

1. Review the Contractor's construction schedules, verify construction progress in the field, and prepare written analysis and recommendations for response.

2. Provide parallel schedules to the Contractor's monthly update schedules based on field observations and weekly (three-week look ahead) schedules.

3. Assist Construction Managers in reviewing requests for time extensions, analyze and submit written recommendations for action, including analysis of costs due to compensable delays, schedule impacts, and alternatives for mitigating delays.

4. Participate in weekly construction meetings with the Contractor(s).

5. Prepare and maintain a schedule of each project and program status.

6. Assist Construction Managers in supporting a Web-based collaboration system.

B. The Scheduler shall have construction scheduling experience with an emphasis in building construction. In addition, the Scheduler shall possess the following minimum qualifications:

1. Have a minimum of five (5) years of construction experience; and a thorough knowledge of construction means, methods and equipment typically employed in the areas listed above.

2. Have advanced computer skills and proficiency with construction document control, and scheduling software.

3. Be proficient in critical path construction scheduling and analysis.

E. All scheduling is to be performed using Primavera P3, P6, or newer running under Windows XP Professional or Windows 7. as directed by the Engineer.

II. Task 2 – Cost Estimating

A. The Consultant shall provide as-needed estimating services for new projects, and for estimating, reviewing and verifying contractor costs or quotes, as directed by the Engineer.

B. The Estimator(s) shall be responsible for providing independent cost estimates and must have experience in estimating in all trades of heavy civil, transportation, buildings and harbor related construction, and a thorough knowledge of construction means, methods and equipment typically employed in these areas.

C. Estimates shall be submitted in Microsoft Excel 2010 or newer as directed by the Engineer.

III. Task 4 – Constructability Review

A. The Consultant shall provide constructability reviews by reviewing construction contract documents to help assure that the documents are of adequate quality for bidding and construction, to eliminate conflicts and ambiguities in the documents that could lead to claims and disputes, and to integrate construction scheduling knowledge and experience into the design process.

B. Personnel involved in performing constructability reviews must have a minimum of five (5) years of construction experience, and a thorough knowledge of construction means, methods and equipment.

IV. Task 5 – Training

A. The Consultant shall provide in-house training for Construction Managers teaching them the fundamentals of project scheduling, and instruction on how to create, maintain and review project schedules using P3 or P6 as directed by the Owner/Engineer. Trainers shall be certified Primavera trainers and have successfully trained users in the use of Primavera P6. Training shall include preparing customized training materials as well as train-the-trainer materials. At least four hours of training shall be made available monthly, as directed by the Engineer. Training shall be conducted at the Clark County Building (subject to change) and shall be available to all Project Construction Managers/Coordinators, Senior Construction Mangers/Coordinators, in the Construction Division.

B. The Consultant shall provide in-house training for Construction Managers teaching them the fundamentals of construction estimating and instruction on how to create and review construction estimates using Microsoft Excel 2010 or newer as directed by the Owner/Engineer. At least four hours of training shall be made available monthly, as directed by the Engineer. Training shall be conducted at the Clark County Building (subject to change) and shall be available to all Project Construction Managers/Coordinators, Senior Construction Mangers/Coordinators, in the Construction Division.

V. Task 6 – Primavera Support A. The Consultant shall obtain services from Oracle, or an authorized Oracle representative, to assist with the implementation of Primavera P6 or newer as directed by the Owner/Engineer. Services include configuration, installation, user interface and acceptance testing of the software.

VI. Task 7 – Additional As-Needed Services A. Upon request from the Owner/ Engineer, the Consultant shall provide additional as-needed services to support contract administration of various construction projects.

Individuals providing services for Tasks I through V must be familiar with construction in Clark County, Nevada (i.e., Building and Safety Codes, contract compliance regulations, Public Contracting Code, organized labor environment/ local contractors regularly doing business with Clark County, Nevada, local community concerns, etc.). Scheduling Services will date from the initial Notice to Proceed. Other tasks will be initiated by written Notice to Proceed to the Consultant. For estimating services, the Consultant must provide an estimator who is listed in the proposal

8. METHOD OF EVALUATION AND AWARD

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

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

The BCC reserves the right to award the contract based on objective and/or subjective evaluation criteria. These contracts will be awarded on the basis of which proposal the BCC deems best suited to fulfill the requirements of the SOQ taking in consideration RESPONDENT's current or previously awarded Contracts. The BCC reserves the right to make the award to a list of qualified RESPONDENTS, to use on a rotating basis as projects over $50,000 are started date of award through December 31, 2014. In the event the next successful RESPONDENT on any of the lists is offered the next project for services, and it refuses the project, it will be put at the end of that list for that Service Category. The BCC also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this SOQ.

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

9. PRE-DESIGN CONFERENCE

A. The CONSULTANT shall attend a mandatory Pre-Design Conference, which the OWNER will schedule before the execution of the Contract. The conference is to be held at a convenient location approved by the OWNER.

B. The CONSULTANT will conduct the meeting and OWNER will review with the CONSULTANT both parties' responsibilities and personnel assignments.

C. Attendees: Authorized representatives of the OWNER, CONSULTANT and its subconsultants, CONSULTANT's scheduler, and their subconsultants, and other concerned parties. Participants at conference will be familiar with Project and authorized to conclude matters relating to the design.

D. The OWNER will provide the CONSULTANT with a standard scheduling template, similar to the attached sample Contract's Exhibit F.

E. Deliverable: CONSULTANT shall be responsible for presenting the OWNER with a mutually agreed upon and completed Design Schedule on CD ROM, prior to award, will be incorporated into the Contract in Exhibit F, and approved by the BCC.

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

1. Team Introduction (including the CONSULTANT's scheduler)
2. Project Overview
3. Project Communication
4. Authorities and Responsibilities
5. Progress Meetings
6. Design Schedule Requirements
7. Standard Design Schedule Template
8. Submittal Requirements and Review Procedures
9. Time Extension Procedures
10. Request for Information Procedures
11. Substantial Completion

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 SOQ document in order to be accepted.

No SOQ 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 SOQ.

13. ALTERNATE PROPOSALS

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

14. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the SOQ, 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 SOQ, 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 SOQ.

18. 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 Service Category to be considered for:

   ☐ Scheduling Services

   ☐ Estimating Services

   ***Note: A separate submittal must be submitted for each category and must be plainly marked on the cover as to which category is being submitted.**

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

Company	Licensed Professional	Technical	Administrative
Local Office			
Firm			

14. Present Insurance Coverage:

Insurance Type	Amount	Deductible
Commercial General Liability		
Auto Liability		
Professional Liability		

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

☐ Large Business Enterprise
☐ Nevada Business Enterprise
☐ Minority-Owned Business Enterprise
☐ Physically-Challenged Business
☐ Small Business Enterprise
☐ Woman-Owned Business

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

YES	NO	
☐	☐	This firm maintains a full-time office locally, and this local office is able to legally execute all contracts with Clark County.
☐	☐	This firm shall perform the majority of the work of the projects locally.
☐	☐	This firm shall obtain and maintain the minimum amounts of insurance required by Clark County, as specified in the Sample Contract, **Exhibit G** of SOQ No. 602754-12.
☐	☐	This firm possesses an active business license.
☐	☐	This firm shall be compliant and not take exceptions to the Sample Contract, and all applicable Exhibits of SOQ No. 602754-12.
☐	☐	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 SOQ No. 602754-12 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
ENGINEERING SERVICES
for

SCHEDULING AND COST ESTIMATING SERVICES

SOQ NO. 602754-12

RPM RP NO.

SAMPLE

NAME OF FIRM
DESIGNATED CONTACT AND NAME (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

SCHEDULING AND COST ESTIMATING SERVICES

This Contract is made and entered into this ENTER DAY day of ENTER MONTH, 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as OWNER), and //LEGAL NAME// (hereinafter referred to as CONSULTANT), for SCHEDULING AND COST ESTIMATING SERVICES (hereinafter referred to as PROJECT).

W I T N E S S E T H:

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

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

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. Independent Contractor

It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of 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.

B. Employment of Unauthorized Aliens

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

C. Non-Discrimination

CONSULTANT acknowledges that the 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.

D. No OWNER Employee Benefits or Rights

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

SAMPLE

E. Quality of Work/Correction of Errors

The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards. CONSULTANT must be a registered Engineer in the State of Nevada in accordance with NRS Chapter 625.

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

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

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

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

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

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

SAMPLE

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

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

G. CONSULTANT'S Representative(s)

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

H. Drawings and Specifications

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

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

I. Staff Availability

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

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

J. Disclosure of Ownership/Principals

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

SAMPLE

K. Rights and Remedies

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

L. Substitution Requests

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

M. Utility/Regulatory Agency Submittals/Reviews

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

N. Bid Alternates and Rebids

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

O. Project Meetings

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

P. Specifications

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

Q. Meeting Minutes

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

SAMPLE

R. Site Visits

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

S. Design Schedule

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

T. Manufacturer/Brand Names

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

U. Design Standards

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

V. Accuracy of Data

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

SAMPLE

W. ADA Requirements

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

X. Responsibility for Construction Cost

1. Evaluations of the OWNER'S Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, prepared by the CONSULTANT'S independent estimator, represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the OWNER has control over the cost of labor, materials or equipment, over the Construction Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that the bids or negotiated prices will not vary from the OWNER'S Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the CONSULTANT.

2. The CONSULTANT shall include in estimates of the Construction Cost, allowances and contingencies for design, estimating, bidding, market factors, and price escalation, and shall be permitted, in cooperation with the OWNER, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids for portions of the Work so the estimated base bid does not exceed the Construction Cost. The Construction Cost shall be increased by the amount of any cost increases incurred after execution of the Construction Contract.

3. If the Bidding has not commenced within ninety (90) calendar days after the CONSULTANT submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the OWNER ready for bidding, the Construction Cost may be adjusted by the CONSULTANT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the OWNER and the date on which proposals are sought.

4. OWNER shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

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

SECTION II: RESPONSIBILITY OF OWNER

A. OWNER'S Cooperation

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

SAMPLE

B. OWNER'S Representative

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

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

C. Documents and Work Review Comments

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

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

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

D. Project Data

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

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

CONSULTANT shall return any original data provided by OWNER.

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

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

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

SAMPLE

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

E. Notification of Faults, Defects, or Nonconformance

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

F. Certification Requests

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

G. Project Site Access

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

H. Project Bidding Process

The OWNER shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process, except for the costs associated with printing the bid sets of drawings. The OWNER will provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the CONSULTANT.

I. OWNER'S Rights

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

SECTION III: SCOPE OF WORK

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.
The CONSULTANT shall provide the following services as applicable and as specified further in **Exhibit A**, Scope of Work:

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

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

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

SAMPLE

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

b. **Boundary Survey:** If required by the Project, research legal description(s), deed(s) or lease(s); conduct a boundary survey of the Project parcel; set permanent property corners; set lath with flagging at 100-foot intervals along property lines, between property corners; provide a property survey plat map and file the record of survey with the Clark County Assessor's Office.

c. **Architectural Topographic Survey:** If required by the Project, prepare an Architectural Topographic Survey of the Project parcel either by accepted land or aerial topographic methods. The topographic survey shall be at 1-foot contour intervals and a maximum scale of 1" = 100', in accordance with National Mapping Standards for an area about 250 feet square. The survey shall include, but not be limited to the following: vertical datum shall be North American Datum of 1988; property lines; abutting roads, rights-of-way or indications of adjacent property parcels; buildings; structures; natural features; drainages; fences; waterways; individual trees greater than 2" in caliper; tree and shrub mass outlines for plant material less than 2" in caliper; utility locations; easements of record and all other prominent features present on the parcel. If aerial survey method is utilized, provide one complete set of aerial flight strip photo mosaics.

d. **Traffic Study:** If required by the Project, prepare a Traffic Study consistent with the format and requirements that are required by the jurisdictional public works department for analysis of the proposed project.

e. **Drainage Study:** If required of the Project, prepare a Drainage Study consistent with the format and requirements that are required by the jurisdictional public works department for analysis of the proposed project.

f. **Geotechnical Report:** If required by the Project, prepare a Geotechnical Report with the specified number of soil borings consistent with the format and requirements that are required for proper soils analysis by a soils engineer and that is required by the jurisdictional building department.

g. **Agricultural Soils Report:** If required by the Project, prepare an Agricultural Soils Report in the manner, format and of the area that is required for proper soils analysis by an agricultural soils testing company. Soils analysis shall indicate needed and/or required soil amendments and additives, required for proper growing medium for trees, shrubs and turf grass. Soils analysis shall also indicate problem soil conditions and the required methods and procedures to be utilized in the mediation of the identified problem(s).

2. **SITE ANALYSIS PHASE**: The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

a. **Analysis Phase:** Assemble, review and present information relevant to the design and development of the Project, including but not limited to the following:

b. **Traffic Analysis:** Review existing and future traffic patterns relative to the Project, identify potential impacts, investigate and determine required off-site improvements. Prepare a transportation, site access and off-site improvement analysis. Coordinate with the jurisdictional public works department traffic engineer to review the analysis and present the findings to RPM for review.

SAMPLE

c. **Utility Analysis:** Coordinate with the various utilities to determine the status of existing utilities and the availability and location (distance and direction) of future utilities necessary to serve the Project. Evaluate present and future Project utility requirements and make recommendations for sizing and utility connection locations. Review, analyze and calculate service requirements and determine the project costs, including but not limited to the following: all engineering, construction, application, connection, service and hook up fees to extend and/or upgrade existing utilities required by the Project for review by RPM. Prepare all plans, drawings, studies and applications required by the various utilities, including but not limited to the following: final engineering drawings, for approval and signature by the utility.

d. **Hydrology and Site Analysis:** Conduct site visitation(s) and hydrological reconnaissance of on-site and off-site drainage. Examine site topography, topographic survey, and boundary information to determine site opportunities and constraints. Review existing grades, slope conditions, and on-site and off-site views. Prepare an analysis for presentation to RPM for review.

e. **Project Facilities Program:** Prepare a program of facilities, site elements and design features recommended for inclusion in the design and development of the Project for presentation to RPM for review.

f. **Data**: Analyze data, exhibits, reports, findings and decisions from the Analysis Phase to develop conceptual drawings, designs, elevations, character sketches and design narratives necessary to illustrate the design intent of the

g. **Project Preliminary Development Plans**: Prepare a preliminary site development plan that illustrates "nodes", "linkages", "use areas" and "relationships" including but not limited to the following design elements:

   i. Access - Ingress and Egress
   ii. Parking/Roads
   iii. Park Facilities and Site Design Elements
   iv. Trails/Walks
   v. Building/Structure "Footprints"
   vi. Space Allocations
   vii. Natural/Man-Made Features
   viii. Landscape Zones, Plant Masses, Screening and Buffering Requirements
   ix. Boundaries
   x. Views

h. **Preliminary Cost Estimate:** Prepare a preliminary cost estimate for the approved preliminary plan. The cost estimate shall include, but not be limited to the following: professional service fees; RPM fees; plan check fees; public works plan check and inspection fees; utility application fees; utility connection charges; engineering; testing; on-site and off-site construction cost estimates; Construction Contractor overhead and profit, project contingencies and if project is building related, FF&E (furniture, fixtures and equipment).

i. **Public Presentation(s):** Prepare a presentation outline for a public neighborhood plan review and input meeting(s) to be conducted within the township in which the Project is located, or at a specially scheduled project review meeting. The meeting shall be coordinated by the applicable County department in conjunction with the Commissioner of that Commission District. The CONSULTANT shall be responsible for assisting in the presentation of the site development plan and the building floor plans with the applicable County department; and for responding to input and questions from the community.

j. **Final Development Plan:** Based on input received from the neighborhood input meeting(s), the applicable County department and RPM; the preliminary development plan shall be modified to become the final development plan.

SAMPLE

k. **Land Use Requirements:** The CONSULTANT shall be responsible for making application, scheduling, preparing drawings, plans, elevations and other required data and for making presentation, representing the County in and for all required Land Use activities required of the Project, including but not limited to the following: Zone Change, Design Review, Use Permit, Waiver and Variances by the Town Board, County Planning Commission and if required, the BCC. Applications shall be made in the name of the OWNER (Clark County).

l. **Public Presentation:** Schedule and make a public presentation of the Final Development Plan to the BCC, if required, for plan review and adoption.

m. **Cost Estimate:** Prepare a revised schedule of probable construction costs based upon the final Development Plan.

n. **Presentation Plans:** Prepare three copies of the colored, 24" x 36" computer generated, approved Site Development Plan and one copy of the electronic file of the presentation plan for delivery to RPM.

o. **Work Product:** The work product(s) required by this phase of work include but are not limited to the following:

- Results of analysis and research phase
- Preliminary development plan and cost estimate
- Land use submittals, applications and approvals
- Final development plan and cost estimate

p. **Deliverables:** The deliverables required by this phase of work includes, but is not limited to, the following:

- Presentation Plan and electronic plot file

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

a. Meet with RPM and others to ascertain and determine the programming requirements of the Project.

b. Preliminary evaluation of RPM's development schedule and construction budget requirements, each in terms of the other.

c. Review with RPM, alternative approaches to design and construction of the Project, as necessary.

d. Based on the approved program, schedule and construction budget, prepare, for approval by RPM, a program document and schematic design documents consisting of drawings and/or other documents illustrating the scale and relationship of Project components including site plan.

e. Preliminary Cost Estimate: Submit to RPM, a preliminary estimate of construction cost based on current area, volume or other unit or specialized costs; on-site and off-site construction and Construction Contractor overhead and profit.

4. **DESIGN DEVELOPMENT PHASE**: The CONSULTANT shall prepare per Schedule of Designated Services as specified in **Exhibit A**, Section II:

a. Based on the approved schematic design documents and any adjustments authorized by RPM in the program, schedule or construction budget, for approval by RPM, the design development documents consisting of drawings and/or other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical systems, electrical systems, materials and such other elements as may be appropriate.

b. A revised estimate of construction cost.

SAMPLE

c. Public Presentation(s): A presentation outline for a public neighborhood plan review and input meeting(s) to be conducted within the township in which the Project is located, or at a specially scheduled project review meeting. The meeting shall be coordinated by the applicable County department in conjunction with the Commissioner of that Commission District. The CONSULTANT shall be responsible for assisting in the presentation of the site development plan and the building floor plans with the County Commissioner and the applicable County department; and for responding to input and questions from the community.

d. Presentation Plans: Three copies of a colored framed 24" x 36" computer generated rendition of the Building Plans and Elevations for presentation to RPM.

e. Work Product: The work product(s) required by this phase of work includes but is not limited to the following:

i. Final version of the Program / Schematic design

ii. Final version of the design development

iii. Land use submittals, applications and approvals

f. Deliverables: The deliverables required by this phase of work include but are not limited to the following:

- Specified number of framed presentation plans and electronic plot file

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

a. Construction Documents: Construction drawings and the project manual required for the bidding of the development of the Project in accordance with the approved Project Site/Master Plan, including, but not limited to the following: construction drawings and details, engineering design calculations, schedules and technical specifications. Preparation of all plans, drawings and specifications shall be in compliance with all applicable codes and ordinances.

b. Reports: Studies/reports required by the Contract and file with Clark County for the review and approval of the Project, including but not limited to the following: Traffic Report, Drainage Report and Soils Report. Reports shall be prepared, consistent with the requirements of the jurisdictional public works and building departments for plans check/design review submittals.

c. Design Submittals: Research, consultation, coordination, engineering calculations, design submittal(s), application preparation and fee determination required by the various utility and design review/approval agencies for the provision of utilities and for Project design, review and approval necessary for the development of the Project, including, but not limited to the following: the Las Vegas Valley Water District, Clark County Water Reclamation District, Southwest Gas Company, Embarq Central Telephone Company, area cable company, Nevada Department of Transportation, Clark County Public Works Department, Clark County Development Services Department, Clark County Finance Department - Purchasing & Contracts Division, Board of County Commissioners, Clark County Parks and Recreation (CCP&R), Clark County Health District, Clark County School District and other departments, governmental entities and agencies.

d. Specifications and Details: All necessary design work, including but not limited to: calculations, plans, sections and detail drawings, and technical specifications necessary for developing the Project.

SAMPLE

e. Review Drawings: Construction drawings, technical specification outlines and bid document outlines at the 60% completion level for review by RPM. Complete construction drawings, technical specifications and bid documents at the 95% completion level for review by RPM. Five full sets of blueprint review drawings and documents for review and mark-up at each of the 60% and 95% review phases of the Project. CCP&R review time for each of the review phases shall require a minimum of two weeks. Review comments will be provided as a single unified submittal. The CONSULTANT shall include this required review time schedule in the Project Time Schedule.

f. Off-Sites: Design of off-site improvements as required, including, but not limited to the following: ADA requirements, sidewalks, driveways, paving, street lighting, street signage, striping, curbs, gutters and drainage structures, if required.

g. Requirements: Review code, ordinance and zoning requirements of the jurisdictional building department relative to the Project, before submitting drawings and specifications for the plans check process.

h. Stamped Drawings: Three "wet-stamped" sets of all drawings required for building department review and prepare permit applications to initiate the plans review process for building permits. Applications shall be made in the name of the OWNER (Clark County).

i. Project Budget: Design the project within the specified budget. Prior to bidding, prepare a schedule of total probable project costs, including but not limited to the following: on-site and off-site construction cost estimates; Construction Contractor overhead and profit.

j. Approvals: Secure all required civil plan approval signatures and provide conformed construction drawings and complete bid document packages, ready for bidding of the development of the Project.

k. Work Product: The work product(s) required by this phase of work include but are not limited to the following:

i. Copies of all required reports and studies
ii. Copies of all applications and design submittals (utilities/governing bodies) and approvals
iii. 60% plans, specifications and cost estimates
iv. 95% plans, specifications and cost estimates
v. Copies of plan check submittals, applications with PAC numbers, HTE numbers and calculations
vi. Final project cost estimate

l. Deliverables: The deliverables required by this phase of work includes but is not limited to the Paragraph K above and as listed in attached **Exhibit B**.

6. **BIDDING OR NEGOTIATIONS PHASE**: The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

a. The CONSULTANT shall monitor, track and respond to all comments, revisions, changes and/or modifications required of the project plans, design and details required by the plans check process of the governing authority jurisdiction, in a timely manner.

b. The CONSULTANT shall edit bid profile information including but not limited to the following: bid forms, Instructions to Bidders, Special Instructions to Bidders, Special Conditions and bid schedules provided by OWNER for review and approval by RPM and Clark County Purchasing and Contracts.

c. Bid Sets of Drawings: After completion of the plans check process, the CONSULTANT shall provide two (2) CD's (CD's shall be in an approved format designated by the OWNER). Prior to the production of the Bid Sets CD's, the CONSULTANT shall correct, revise, update and/or modify the plans check drawing originals to reflect the Approved Building Plans (approved by the jurisdictional building department), upon which Building Permits will be issued; and any other plans check requirements and/or revisions thereto.

SAMPLE

d. Construction Sets of Drawings: After completion of the bid opening and award of bid, and prior to Construction Notice to Proceed, the CONSULTANT shall correct, revise, update and/or modify, bid set drawings, as necessary, to reflect all bid addenda revisions and clarifications. The CONSULTANT shall provide 15 (five sets delivered to RPM; 10 sets delivered to the Construction Contractor) sets of individually rolled Construction Sets of drawings that match the revised approved building plans.

e. Prebid Conference: Attend the prebid conference and prepare any necessary addenda and/or modified documents identified during or after the prebid conference as directed by RPM.

f. Questions/Concerns: Respond to design related/construction questions and make recommendations to RPM for the resolution of those issues. Provide additional details or information, if and when required, for proper execution of the Work. Become acquainted with standard or reference specifications referred to in Division 1. Questions / Concerns will be addressed through addendum.

7. **CONTRACT ADMINISTRATION PHASE**: The CONSULTANT shall provide per Schedule of Designated Services as specified in **Exhibit A**, Section II:

a. **Basic Services for the Administration of the Construction Contract:** The CONSULTANT shall provide the following Basic Services for the administration of the construction contract, commencing with the award of the construction contract and terminating at the earlier of, the issuance of the final certificate of payment or sixty (60) calendar days after the date of substantial completion of the Work of the Project. The CONSULTANT shall perform in the following manner:

i. The CONSULTANT shall be a representative of and shall advise and consult with RPM during construction, until completion of the contract.

ii. The CONSULTANT shall visit the site at a minimum of once per week, coinciding with the scheduled weekly project meeting, or as appropriate to the stage of construction or as otherwise agreed by RPM and the CONSULTANT in writing; however, the taking, production and distribution of the weekly construction project minutes shall be the responsibility of the CONSULTANT. The site visits are to familiarize the CONSULTANT with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner that when completed will be in accordance with the Contract Documents. On the basis of the on-site observations, the CONSULTANT shall keep RPM informed of the progress and quality of Work, and shall protect the OWNER against errors and omissions in the Work.

iii. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's responsibility under the contract for construction. The CONSULTANT shall not be responsible for the Construction Contractor's schedules or failure to carry out the Work in accordance with the Construction Documents. The CONSULTANT shall not have control over or charge of acts or omissions of the Construction Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the Work.

iv. The CONSULTANT shall have access to the Work at all times.

v. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, RPM and the Construction Contractor shall communicate through the CONSULTANT. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT.

vi. Based on the CONSULTANT'S observations and evaluations of the Construction Contractor's applications for payment, the CONSULTANT shall review and certify the amounts due the Construction Contractor.

SAMPLE

vii. The CONSULTANT'S certification for payment shall constitute a representation to RPM, based on the CONSULTANT'S observations at the site and on the date comprising the Construction Contractor's application for payment, that, to the best of the CONSULTANT'S knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of a certificate for payment shall further constitute a representation that the Construction Contractor is entitled to payment in the amount certified.

viii. The CONSULTANT shall have the authority to recommend rejection of Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable for implementation of the intent of the Contract Documents, the CONSULTANT will have authority to recommend additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Construction Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

ix. The CONSULTANT shall review and approve or take other appropriate action upon Construction Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in construction by the Construction Contractor or by separate subcontractors, while allowing sufficient time in the CONSULTANT'S professional judgment to permit adequate review.

x. The CONSULTANT shall prepare change orders and construction change directives, with supporting documentation and data as deemed necessary by the CONSULTANT for RPM's approval and execution in accordance with the Contract Documents, subject to the current unencumbered appropriations of the Project, and may authorize minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. CONSULTANT shall also review change order costs and make recommendations to OWNER, sign change orders, and issue responses to Request(s) for Information (RFI).

xi. The CONSULTANT shall conduct inspections (with RPM in attendance) to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to RPM for RPM's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Contractor, and shall issue a final certificate for payment upon compliance with the requirements of the Contract Documents. The CONSULTANT shall prepare the Certificate of Substantial Completion and attach a Punch List. The CONSULTANT shall sign the Certificate of Occupancy and transmit to the General Contractor for its signature.

xii. The CONSULTANT shall interpret and decide matters concerning performance of the Construction Contractor under the requirements of the Contract Documents on request of RPM. The CONSULTANT'S response to such requests shall be made with reasonable promptness and within time limits agreed upon.

xiii. Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT, shall not show partiality toward any party.

SAMPLE

xiv. The CONSULTANT shall render written decisions within a reasonable time, but not to exceed seven (7) calendar days on all claims, disputes or other matters in question, including those relating to the execution or progress of the Work as provided in the Contract Documents. The CONSULTANT'S decisions on claims, disputes or other matters, except those relating to aesthetic effect, shall be subject to arbitration as provided in the Contract Documents.

xv. Work Product: The work product(s) required by this phase of work include but are not limited to the following:

- The final copy, version, revision and/or modification of required plats; plans; and drawings of the project and electronic files.
- "Camera ready" versions of bid profiles and technical specifications and electronic files.
- Copies of all construction submittals.
- Copies of all contractor furnished warranties, operating manuals and service manuals.
- Field inspection reports and "punch lists.

xvi. Deliverables: The deliverables required by this phase of work includes but is not limited to the following:

xvii. Specified number of bid sets of drawings.

xviii. Specified number of construction sets of drawings

xix. Shop Drawings/Submittals/Samples: The CONSULTANT shall review and approve all required shop drawings, submittals and samples of materials to be furnished at the site for conformance to specifications and contract documents; notify RPM of the CONSULTANT'S approval or rejection; report any submittals not consistent with contract documents with recommendations for RPM's final decision.

xx. Coordination: The CONSULTANT shall coordinate and cooperate with RPM, Construction Contractor, other professional service consultants and other Project Construction Contractors to merge, meld and blend the work of the Project with other Work to provide a seamless and continuous Project.

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

xxii. Services: The CONSULTANT shall complete other essential work elements that have been identified by RPM as being reasonably necessary for the completion of the CONSULTANT'S services.

xxiii. Project Representative: The CONSULTANT shall provide a qualified Project Representative to perform the following functions:

b. Liaison: Maintain liaison with RPM's designated Project Manager.

c. Construction Schedule: Assist in the review of the Construction Contractor's construction schedule, progress and any conditions that may delay the completion of the Project.

d. Explain Contract Documents: Assist in the interpretation and understanding of the intent of the Contract Documents. Assure same day response from its sub-consultants during construction to minimize delays in the interpretation of construction documents. Respond to Requests for Information (RFIs).

SAMPLE

e. Limitations of Authority: Unless specific exceptions are established by written instructions issued by RPM, the Project Representative will not:

i. Authorize major deviations from the Contract Documents.

ii. Personally conduct any tests.

iii. Enter into the area of responsibility of the Construction Contractor's superintendent.

iv. Expedite the Work for the Construction Contractor.

v. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

vi. Authorize or suggest that RPM occupy the Project, in whole or in part, prior to Substantial Completion.

f. Work Product and Deliverables

i. The terms "Work Product" and "Deliverables" for the purpose of this Contract have been defined as shown in the attached Definitions, Section VIII.

ii. The Contract stipulates the Work Product items and the Deliverable items that shall be delivered to RPM at the completion of each phase of the work.

iii. When required for delivery, three copies of the conformed version of all plats, plans and drawings of the Project produced under the Contract shall be provided as reproducible, scaled, acetate, Mylar(s) on a 24" x 36" sheet(s) with suitable border, title block, scale indicator and north arrow. Three copies of the conformed "Wet Stamped Bluelines" shall also be provided.

iv. When required for delivery, three copies of the same information shall also be provided in ACAD 2006 format, plot only, on computer disk.

v. When required for delivery, three sets of hard copy and two electronic file copies in Microsoft Word format on computer disk of all approved technical specifications and any other bid documents for which CONSULTANT is responsible shall be provided. Hard copies shall be provided as proofed, camera-ready originals on 8-1/2" x 11" sheets. OWNER will provide a hard copy of the Boilerplate terms, conditions and bid instructions to the CONSULTANT. OWNER will provide all copies of bound, written bid documents required for bidding.

- OWNER will provide four bound copies of the final project manual to the CONSULTANT.

vi. When required for delivery, the various categories of blueline drawings shall be individually rolled and banded sets of drawings. If additional sets of the drawings are required, RPM will reproduce or request the CONSULTANT to furnish as a reimbursable expense.

vii. When required for delivery, two bound copies of each report and study (Traffic, Drainage, Soils, etc.) prepared for the project along with copies of approved shop drawings and submittals shall be provided to RPM, prior to the final completion of the Project.

viii. Fifty bound, individually rolled sets of blueline construction drawings shall be provided for bidding of the Project. If additional sets of the drawings are required, RPM will reproduce or request the CONSULTANT to furnish as a reimbursable expense.

8. **POST CONTRACT SERVICES**

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

9. **SUPPLEMENTAL SERIVCES**

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

SAMPLE

SECTION IV: CHANGES TO SCOPE OF WORK/ADDITIONAL SERVICES

A. **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.

B. **Additional Services**

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

C. **CONSULTANT Agreement to Changes**

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

1. Significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule.

2. Replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3. Services made necessary by the default of the Construction Contractor, by major defects or deficiencies in the construction of the Project, by the Construction Contractor, or by the failure of the performance of the Construction Contractor under the Construction Contract.

4. Prepare to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for OWNER Commission Meeting(s) or similar meetings when requested by the OWNER).

5. Prepare documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. **Project Fee**

OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**) for the not to exceed fee amount of $ENTER AMT. The OWNER'S obligation to pay CONSULTANT cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONSULTANT and it shall be the CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee. The construction project designed by the CONSULTANT cannot exceed the budgeted amount of $ENTER AMT.

SAMPLE

B. **Progress Payments**

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

C. **Payment of Invoices**

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER'S representative.

2. The OWNER'S representative shall notify the CONSULTANT in writing within fourteen (14) calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONSULTANT, payment will be made in accordance with paragraph C.1 above. The CONSULTANT may invoice for approved and completed work on a monthly basis.

   If the payment period exceeds thirty (30) calendar days, the CONSULTANT will contact the OWNER Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the CONSULTANT, the CONSULTANT may submit a seven-calendar day written notice to the OWNER. If payment is not received within the seven (7) calendar day period, the CONSULTANT may submit a request for approval of the following remedies: (1) Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. (2) The CONSULTANT may petition the OWNER for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by OWNER Staff, may be exercised by the CONSULTANT.

3. No penalty will be imposed on OWNER if the OWNER fails to pay CONSULTANT within thirty (30) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.

4. In the event that legal action is taken by the OWNER or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER'S available unencumbered budgeted appropriations for the PROJECT.

D. **Right 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.

E. **Invoice Submission**

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

F. **OWNER'S Fiscal Limitations**

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the 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.

SAMPLE

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.

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

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

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

H. **Reimbursable Expenses**

The CONSULTANT has included all expenses in the fixed fee compensation for Basic Services. Reimbursable Expenses do not include, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings and Specifications, expense of renderings, models and mock-ups requested by the 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.

I. **Final Payment**

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

SECTION VI: SUBCONTRACTS

A. **Approval to Subcontract**

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

B. **CONSULTANT'S Responsibility**

Approval by OWNER of CONSULTANT'S request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONSULTANT'S subcontractor.

C. **Compensation**

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

SAMPLE

D. **CONSULTANT Coordination**

The CONSULTANT shall be responsible for all coordination with its subconsultant(s). Each submittal to the OWNER shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between CONSULTANT and subconsultant documents. Vague references to project requirements on other discipline's plans will not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the CONSULTANT'S responsibility to advise each subconsultant of this requirement.

E. **Meeting Attendance**

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. **Time Schedule**

1. The CONSULTANT shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall not, except for reasonable cause, exceed time limits established by the **Exhibit F** schedule approved by the OWNER**.** If the CONSULTANT'S performance of services is delayed or if the CONSULTANT'S sequence of tasks is changed for any reason, CONSULTANT shall notify the OWNER in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER'S written acceptance.

2. If the CONSULTANT'S performance of services is delayed or if the CONSULTANT'S sequence of tasks is changed, CONSULTANT shall notify the OWNER'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER'S written approval.

3. In case of failure on the part of the CONSULTANT to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the CONSULTANT shall pay to the Owner, as liquidated damages, the sum of $ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Owner in completing the work.

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

SAMPLE

B. **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.

C. **Termination**

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
   a. not less than ten (10) calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part by the 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.

SAMPLE

9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONSULTANT'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'S control.

D. **Covenant Against Contingent Fees**

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

E. **Gratuities**

1. The 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.

F. **Insurance**

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

G. **Indemnity**

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

H. **Subcontractor Information**

The CONSULTANT shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit H**). The information provided in **Exhibit H** by the CONSULTANT is for the OWNER'S information only.

SAMPLE

I. **Audits**

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

J. **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.

K. **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.

L. **Governing Law**

Nevada law shall govern the interpretation of this Contract.

M. **Confidential Treatment of Information**

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

N. **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.

O. **Notice**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: Clark County Government Center
Attn: Purchasing Manager
500 South Grand Central Parkway
Las Vegas, Nevada 89155

TO CONSULTANT: //Enter Company Name//
Attn: //Enter Designated Contact//
//Enter Company Address. Spell out.//
//Enter City, State, and Zip Code//

SAMPLE

SECTION VIII: DEFINITIONS

1. **Drawings and Specifications**: As used herein, shall be deemed in all instances to include architectural, structural, mechanical, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by the CONSULTANT and its specialty subconsultants.

2. **ADA**: Americans with Disabilities Act.

3. **CCFD**: Clark County Fire Department.

4. **Construction Contractor**: Firm or Individual that is awarded the Contract for Construction pursuant to the work described in the Contract Documents.

5. **Construction Cost Estimate**: As used herein is a forecast or estimate of the Construction Cost prepared on the basis of detailed analysis of materials and labor for all items of work as prepared by a certified professional estimator.

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

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

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

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

6. **Contract Documents**: The Drawings and Project Manual including General Conditions and Technical Specifications for the Work which is the legal basis for the Contract for Constructions and the detailed description of the Project requirements.

7. **CCP&R:** Clark County Parks and Recreation.

8. **Construction Administration (CA)**: The Phase of the Project in which the CONSULTANT performs limited Project Representation and Oversight as Basic Services to the OWNER. This Phase begins with the award of the Contract for Construction and the Notice to Proceed to the General Construction Contractor or Prime Construction Contractor.

9. **Construction Project Manager (CPM)**: Entity or Individual contracted by the OWNER to perform Construction Management services during the Construction Phase of the Project.

10. **Deliverables:** Instruments of Service, versions**,** revisions and/or modifications of contracted reports; studies; surveys; topographic surveys; maps; parcel maps; legal descriptions; services; meeting minutes**;** presentation plans and/or drawings; individually rolled and banded bid sets of drawings; individually rolled**,** bound and banded Construction Documents.

11. **Drawings:** The drawings are the graphic and pictorial portions of the Instruments of Service and of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

12. **Opinion of Probable Cost (OPC):** A written estimate (calculation) of various levels of detail that itemizes and summarizes anticipated prices and expenses associated with the construction of the work described by the Contract Documents.

    May be used interchangeably with the term, Construction Cost Estimate.

SAMPLE

13. **Final Completion:** Final Completion is the stage in the progress of the Work of the Project, when all Work items and/or Facility elements included in the project is/are totally, complete, such that the OWNER can occupy or utilize the Work for its intended use, including all "Punch List" and corrective work required of the Construction Contractor and receipt of all required documents, certificates of occupancy, warranties, operating manuals, deliverables, "as built" drawings, materials, supplies delivered to the OWNER by the Construction Contractor. The date of approval of Final Completion will establish the official Final Approval Date of the Project; and initiate the authorization for **Final Payment** to the Construction Contractor. The definition applies both to professional services and construction work projects.

14. **Final Payment:** Final Payment, constituting the entire unpaid balance of the Contract sum, shall be made to the CONSULTANT / Construction Contractor by the OWNER, when the Contract has been fully performed and all terms, conditions and deliverables have been performed by the CONSULTANT / Construction Contractor and received by the OWNER. In construction projects, in addition to the items listed above, the final payment authorization will require a final Project Certificate for Payment, issued and approved by the CONSULTANT, Construction Manager, Landscape CONSULTANT and/or Engineer. Final payment shall be made by the OWNER not more that thirty (30) calendar days after receipt of the final Payment Certificate. The definition applies both to professional services and construction work projects.

15. **Instruments of Service**: Designs, drawings, specifications, design calculations, notes, sketches, presentation boards, renderings, computer-based graphics, video, reports, schedules or other item(s) produced by the CONSULTANT or its subconsultant(s) as a part of this Project.

16. **Notice**: Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile.

17. **Prime CONSULTANT**: The CONSULTANT that is signatory to this Contract.

18. **Completion Date:** The date established by Contract which the Work of the Project / Construction is scheduled for completion and ready for utilization / occupancy by the OWNER. The definition applies both to professional services and construction work projects.

19. **Project Schedule (Schedule):** Document prepared by the CONSULTANT and approved by RPM that establishes and defines major work elements, benchmarks and deadlines required to meet the mandated completion date(s) for the design, bidding and construction of the Project.

20. **Project Facilities Program:** A written description that includes but is not limited to a summary of spatial, quantitative, qualitative and economic factors which define the scope of the facilities to be designed and constructed.

21. **Project Manual:** The project manual is the volume usually assembled for the Work, which may include the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions Bid Forms, Bond and Insurance Forms, and Technical Specifications.

22. **Project Scope:** The professional services required by the Contract.

23. **Punch List:** Report prepared by CONSULTANT, including all disciplines, with the assistance of RPM, listing all deficiencies and repairs of the Project to be made and/or corrected by the Construction Contractor prior to the final completion, acceptance of the construction of the Project and final payment.

24. **OWNER'S Designated Representative**: A member of the OWNER'S staff or Contract Employee of the OWNER who has been given specific limited authority to represent the OWNER during the course of the Project (OWNER).

25. **RPM:** Clark County Real Property Management Department (OWNER'S representative).

26. **Specifications:** The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

SAMPLE

27. **Subconsultant**: Professional or business entity contracted by and under the direct supervision and control of the Prime CONSULTANT for the purposes of providing professional services to the Prime CONSULTANT.

28. **Subcontractor**: A lower-tier contractor who is directly employed by the General Construction Contractor.

29. **Substantial Completion:** Substantial Completion is the stage in the progress of the Work of the Project, when all Work items and/or Facility elements included in the project, or designated portion thereof, is/are sufficiently complete in accordance with the Contract Documents and such that the OWNER can occupy or utilize the Work for its intended use, and that any remaining activity of the Construction Contractor shall not interfere with such use. The date of approval of Substantial Completion will establish the official Substantial Completion Date, and initiate the preparation of the Project Punch List, for final and corrective work to be accomplished by the Construction Contractor. The definition applies both to professional services and construction work projects.

30. **Work of the Project:** The professional services produced by the CONSULTANT performing the specific tasks of the Agreement required for the design, bidding and construction of this Project.

31. **Product:** The final copy, version, revision and/or modification of required plats; plans; drawings and construction details of the project and the "camera ready" versions of bid profiles and technical specifications prepared under the terms of this Agreement.

SAMPLE

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
GEORGE W. STEVENS
Chief Financial Officer

CONSULTANT:

//LEGAL NAME//

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

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

SAMPLE

EXHIBIT A
SOQ NO. 602754-12
SCOPE OF WORK
SCHEDULING AND COST ESTIMATING SERVICES

DESCRIPTION OF PROJECT:

PROJECT LOCATION: LOCATION OF PROJECT

BACKGROUND: BRIEF BACKGROUND OF PROJECT

OWNER'S REPRESENTATIVE

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

PROJECT CONSTRUCTION BUDGET: PROJECT shall be designed so that the construction cost shall not exceed $ENTER AMT.

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

SCOPE:

SAMPLE

II. SCHEDULE OF DESIGNATED SERVICES

PROJECT:

Project #:

Date:

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

SAMPLE

II. SCHEDULE OF DESIGNATED SERVICES (continued)

PROJECT:

Project #:
Date:

Supplemental Services

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 deailed sequence		
	of controls for all mechanical and control systems	C	
	.88Prepare and submit an application for	C	Submit to and cooperate with the Clark County Dept of Air Quality
	authority to construct and operate		and Environmental Management (DAQEM), respond as necessary to DAQEM
	all required emissions -producing equipment		requests required for the OWNER to secure final approvals / permits
	.89 Parcel map	C	
	.90 Accessibility checklist	C	
	.91 Title report	C	
Key	C = Consultant (Architect or Engineer)		
	O = Owner (Clark County Real Property Management)		
	NIC = Not In Contract		
	J = Joint Responsibility between Owner & Consultant		

SAMPLE

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 ADMINISTRAITON 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

SAMPLE

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

SAMPLE

.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

SAMPLE

.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 Strom 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

SAMPLE

.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 resistively 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 side, 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

SAMPLE

.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

SAMPLE

.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.

.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.

SAMPLE

.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

SAMPLE

.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

SAMPLE

.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

SAMPLE

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 or 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 lease one year after completion o 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

SAMPLE

.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

SAMPLE

.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 give 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

SAMPLE

.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
.02 Economic feasibility
.03 Financial analysis
.04 Site analysis
.05 Construction cost estimating
.06 Detailed Project scheduling
.07 Market analysis
.08 Architectural analysis and design
.09 Structural analysis and design
.10 Mechanical analysis and design
.11 Electrical analysis and design
.12 Production of Drawings
.13 Construction cost accounting

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

SAMPLE

.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.

SAMPLE

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.

SAMPLE

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

SAMPLE

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

SAMPLE

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.

SAMPLE

EXHIBIT D
MILESTONES
SCHEDULING AND COST ESTIMATING SERVICES

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)	15%	$
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	**$**

SAMPLE

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:

SAMPLE

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.

SAMPLE

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.

SAMPLE

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 development the Design Schedule for the work in accordance with the requirements of this Section. The purpose of the Design Schedule shall be to:

1. Depict the CONSULTANT'S plan for performing the Work.
2. Assure adequate planning, scheduling, and reporting during execution of the design and related activities so they may be prosecuted in an orderly and expeditious manner, within the Contract time and the Milestones stipulated by the Contract.
3. Assist the CONSULTANT and 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.

SAMPLE

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:

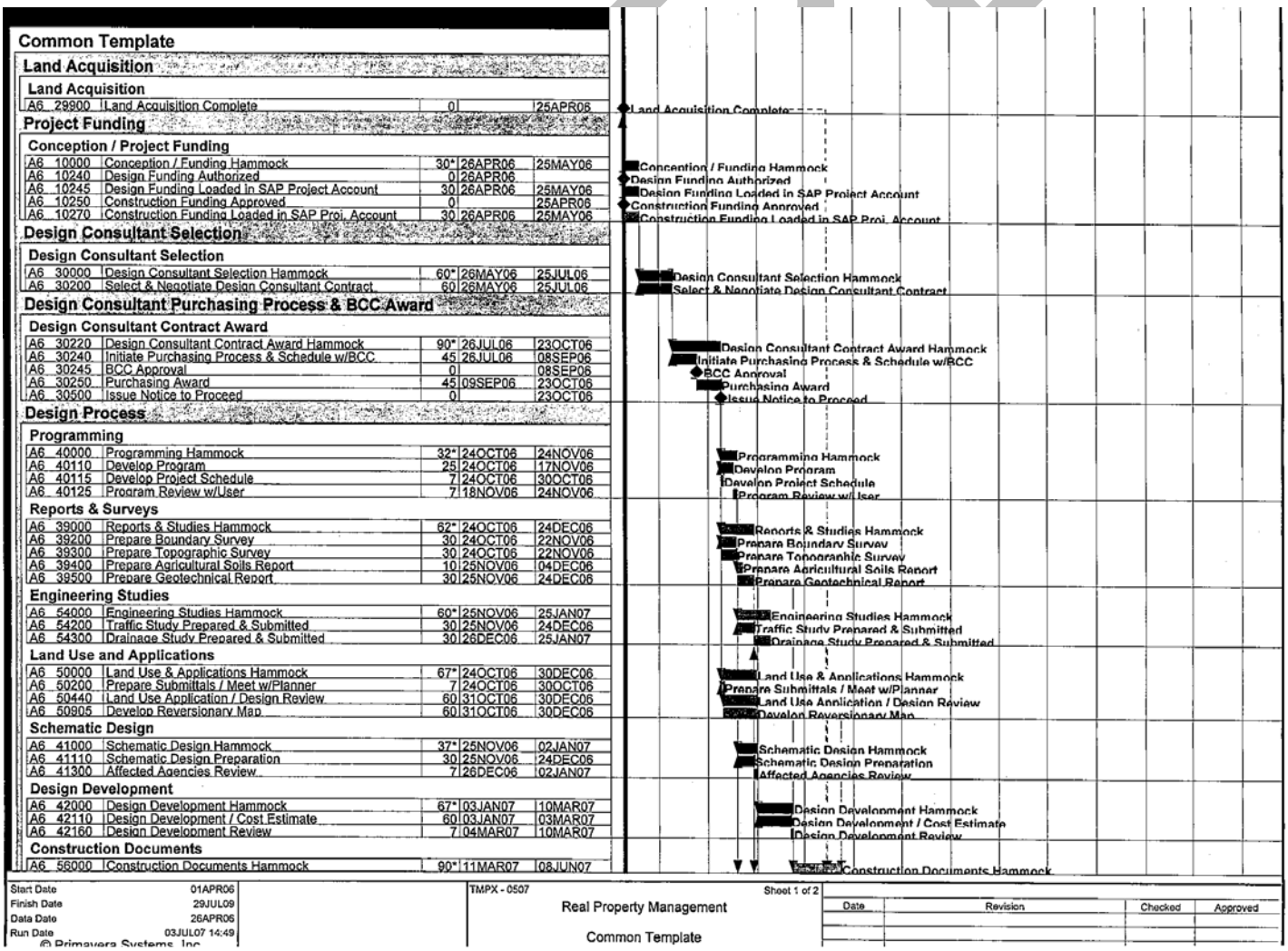
1. Develop and Submit Baseline Schedule
2. Schematic Drawings
3. Design Development
4. 60% CD's
5. 95% CD's

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.

DRAFT



Common Template				
Land Acquisition				
Land Acquisition				
A6 29900	Land Acquisition Complete	0		25APR06
Project Funding				
Conception / Project Funding				
A6 10000	Conception / Funding Hammock	30*	26APR06	25MAY06
A6 10240	Design Funding Authorized	0	26APR06	
A6 10245	Design Funding Loaded in SAP Project Account	30	26APR06	25MAY06
A6 10250	Construction Funding Approved	0		25APR06
A6 10270	Construction Funding Loaded in SAP Proj. Account	30	26APR06	25MAY06
Design Consultant Selection				
Design Consultant Selection				
A6 30000	Design Consultant Selection Hammock	60*	26MAY06	25JUL06
A6 30200	Select & Negotiate Design Consultant Contract	60	26MAY06	25JUL06
Design Consultant Purchasing Process & BCC Award				
Design Consultant Contract Award				
A6 30220	Design Consultant Contract Award Hammock	90*	26JUL06	23OCT06
A6 30240	Initiate Purchasing Process & Schedule w/BCC	45	26JUL06	08SEP06
A6 30245	BCC Approval	0		08SEP06
A6 30250	Purchasing Award	45	09SEP06	23OCT06
A6 30500	Issue Notice to Proceed	0		23OCT06
Design Process				
Programming				
A6 40000	Programming Hammock	32*	24OCT06	24NOV06
A6 40110	Develop Program	25	24OCT06	17NOV06
A6 40115	Develop Project Schedule	7	24OCT06	30OCT06
A6 40125	Program Review w/User	7	18NOV06	24NOV06
Reports & Surveys				
A6 39000	Reports & Studies Hammock	62*	24OCT06	24DEC06
A6 39200	Prepare Boundary Survey	30	24OCT06	22NOV06
A6 39300	Prepare Topographic Survey	30	24OCT06	22NOV06
A6 39400	Prepare Agricultural Soils Report	10	25NOV06	04DEC06
A6 39500	Prepare Geotechnical Report	30	25NOV06	24DEC06
Engineering Studies				
A6 54000	Engineering Studies Hammock	60*	25NOV06	25JAN07
A6 54200	Traffic Study Prepared & Submitted	30	25NOV06	24DEC06
A6 54300	Drainage Study Prepared & Submitted	30	26DEC06	25JAN07
Land Use and Applications				
A6 50000	Land Use & Applications Hammock	67*	24OCT06	30DEC06
A6 50200	Prepare Submittals / Meet w/Planner	7	24OCT06	30OCT06
A6 50440	Land Use Application / Design Review	60	31OCT06	30DEC06
A6 50905	Develop Reversionary Map	60	31OCT06	30DEC06
Schematic Design				
A6 41000	Schematic Design Hammock	37*	25NOV06	02JAN07
A6 41110	Schematic Design Preparation	30	25NOV06	24DEC06
A6 41300	Affected Agencies Review	7	26DEC06	02JAN07
Design Development				
A6 42000	Design Development Hammock	67*	03JAN07	10MAR07
A6 42110	Design Development / Cost Estimate	60	03JAN07	03MAR07
A6 42160	Design Development Review	7	04MAR07	10MAR07
Construction Documents				
A6 56000	Construction Documents Hammock	90*	11MAR07	08JUN07

Start Date 01APR06
Finish Date 29JUL09
Data Date 26APR06
Run Date 03JUL07 14:49
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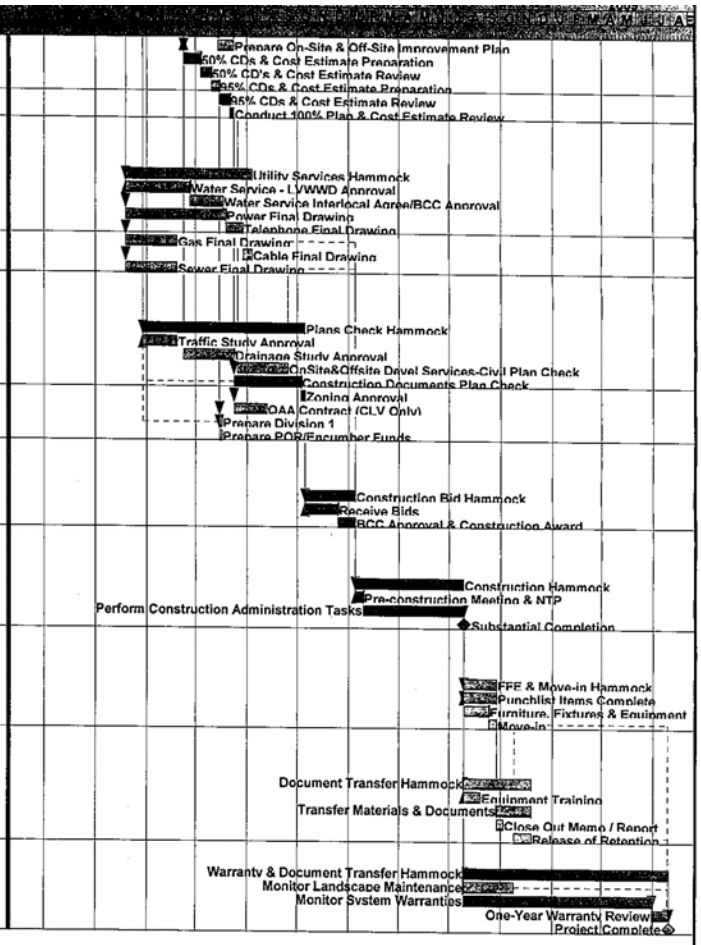
TMPX - 0507 Sheet 1 of 2

Real Property Management

Common Template

Date	Revision	Checked	Approved

A6 56005	Prepare On-Site & Off-Site Improvement Plan	30	10MAY07	08JUN07
A6 56300	50% CDs & Cost Estimate Preparation	30	11MAR07	09APR07
A6 56310	50% CD's & Cost Estimate Review	14	10APR07	27APR07
A6 56500	95% CDs & Cost Estimate Preparation	15	28APR07	12MAY07
A6 56510	95% CDs & Cost Estimate Review	14	14MAY07	31MAY07
A6 56800	Conduct 100% Plan & Cost Estimate Review	7	01JUN07	07JUN07
Utility Services Design				
Utility Services				
A6 52000	Utility Services Hammock	225*	25NOV06	10JUL07
A6 52170	Water Service - LVWWD Approval	115	25NOV06	21MAR07
A6 52180	Water Service Interlocal Agree/BCC Approval	60	22MAR07	20MAY07
A6 52330	Power Final Drawing	180	25NOV06	25MAY07
A6 52430	Telephone Final Drawing	30	26MAY07	24JUN07
A6 52530	Gas Final Drawing	90	25NOV06	24FEB07
A6 52630	Cable Final Drawing	15	25JUN07	10JUL07
A6 52730	Sewer Final Drawing	90	25NOV06	24FEB07
Building Department & Civil Eng. Plan Check				
Plans Check				
A6 60000	Plans Check Hammock	290*	26DEC06	13OCT07
A6 60100	Traffic Study Approval	60	26DEC06	24FEB07
A6 60110	Drainage Study Approval	90	11MAR07	08JUN07
A6 60220	OnSite&Offsite Devel Services-Civil Plan Check	90	16JUN07	14SEP07
A6 60230	Construction Documents Plan Check	120	08JUN07	08OCT07
A6 60490	Zoning Approval	7	07OCT07	13OCT07
A6 70050	QAA Contract (CLV Only)	60	08JUN07	07AUG07
A6 70100	Prepare Division 1	5	13MAY07	17MAY07
A6 70200	Prepare POR/Encumber Funds	5	13MAY07	17MAY07
Purchasing Bidding & Award				
Construction Bid				
A6 70000	Construction Bid Hammock	90*	14OCT07	13JAN08
A6 70600	Receive Bids	60	14OCT07	12DEC07
A6 70700	BCC Approval & Construction Award	30	13DEC07	13JAN08
Construction				
Construction				
A6 80000	Construction Hammock	194*	14JAN08	26JUL08
A6 80200	Pre-construction Meeting & NTP	14	14JAN08	27JAN08
A6 80700	Perform Construction Administration Tasks	180	28JAN08	26JUL08
A6 80900	Substantial Completion	0		26JUL08
Punchlist, FFE & Move-in				
FFE & Move-in				
A6 90220	FFE & Move-in Hammock	60*	27JUL08	24SEP08
A6 90240	Punchlist Items Complete	60	27JUL08	24SEP08
A6 90310	Furniture, Fixtures & Equipment	45	27JUL08	09SEP08
A6 90320	Move-in	15	10SEP08	24SEP08
Warranty & Document Transfer				
Document Transfer				
A6 80910	Document Transfer Hammock	120*	27JUL08	23NOV08
A6 85100	Equipment Training	30	27JUL08	25AUG08
A6 85110	Transfer Materials & Documents	60	25SEP08	23NOV08
A6 85650	Close Out Memo / Report	10	25SEP08	04OCT08
A6 85700	Release of Retention	30	25OCT08	23NOV08
Warranty				
A6 85000	Warranty & Document Transfer Hammock	365*	27JUL08	29JUL09
A6 90100	Monitor Landscape Maintenance	90	27JUL08	24OCT08
A6 90200	Monitor System Warranties	335	27JUL08	28JUN09
A6 90210	One-Year Warranty Review	30	29JUN09	29JUL09
A6 90300	Project Complete	0		29JUL09



Start Date	01APR06
Finish Date	29JUL09
Data Date	26APR06
Run Date	03JUL07 14:49

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TMPX - 0507 Sheet 2 of 2

Real Property Management

Common Template

Date	Revision	Checked	Approved

SAMPLE

EXHIBIT G
SOQ NO. 602754-12
SCHEDULING AND COST ESTIMATING SERVICES

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: The CONSULTANT shall provide OWNER 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 the OWNER. 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: The OWNER 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: The OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation. The CONSULTANT'S insurance shall be primary as respects the OWNER, its officers and employees.

4. Endorsement/Cancellation: The CONSULTANT'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONSULTANT'S contractual obligation of additional insured to OWNER and must note that the OWNER 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, the 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, the 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: The 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 the OWNER.

10. Workers' Compensation: The 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 the CONSULTANT fails to maintain any of the insurance coverages required herein, OWNER may withhold payment, order the 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. OWNER may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.

12. Additional Insurance: The CONSULTANT is encouraged to purchase any such additional insurance, as it deems necessary.

SAMPLE

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

14. Cost: The 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 the 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.

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER **1.** INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED **2.** CONSULTANT'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		**3.** CARRIER'S
	INSURER B:		BEST KEY
	INSURER C:		RATING
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

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

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

8. SOQ NO.602754-12; SCHEDULING AND COST ESTIMATING SERVICES

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

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ACORD 25 (2010/05)

SAMPLE

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

SOQ 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.

SAMPLE

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 SOQ No.602754-12, entitled SCHEDULING AND COST ESTIMATING SERVICES;

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

SAMPLE

EXHIBIT H
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

EXHIBIT I
CONSULTANT ASR FORM

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

Project Name:		RPM Project No.:	Consultant:	Date:
Additional Service Request (ASR) #:	Purchase Order (PO) #:	Outline Agreement (OA) #:	Competitive Bid Exception (CBE) #:	Prepared By:

You are hereby directed to make changes as described below to the contract documents, or to perform the following described Work not included in the contract documents on this Contract.

Description	TOTAL
1	$0.00
2	$0.00
3	$0.00
4	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
9	$0.00
10	$0.00
11	$0.00
12	$0.00
Total	$0.00

Reason: (Use additional pages, as necessary, to provide a full and complete explanation for the work or product included in this ASR.)

Type here and arrow down for the next line.

1. Original Contract Amount:……	$100.00
2. Net Change(s) By Previously Authorized Additional Services Requests (ASR):……	$50.00
3. Total Contract Amount To Date (Line #1 + Line #2)	$150.00
4. Total Cost of This Additional Services Request (ASR) (Increase / Decrease):……	$50.00
5. New Contract Amount (Line #3 + Line #4):……	$200.00

Contract Time:	Current #_____ c days	This Change#_____c days	Revised #_____ c days	**c days = Calendar Days**

It is understood and agreed that the above change in the contract price will compensate the Consultant for all direct costs which will be incurred in performing the changed work and for all indirect costs which will be incurred as a result of the impact or affect of the changed work or unchanged work. It is further understood and agreed that performance of the changed work will not delay completion of this project, nor cause the Consultant to accelerate performance, and that therefore, the Contract time remains unchanged, except as duly modified by this and previous Additional Service Requests (ASR), if any, and the Consultant agrees to waive damages due to delay of completion. By reason of this proposed change, ____ days extension or decrease of time will be allowed. The new design schedule completion date is _____.

Signature:_____ Date: _____
Consultant

Submitted By:_____ Date: _____
D&C Administrator/Construction Project Coordinator

Approved By:_____ Date: _____
D&C Manager

P:\D&C\POLICY AND PROCEDURES WITH FORMS\400 Construction\ADC-402 Change Order Process & Forms\Consultant_ASR Form_Oct08.xls

P:\D&C\POLICY AND PROCEDURES WITH FORMS\400 Construction\ADC-402 Change Order Process & Forms\Consultant_ASR Form_Oct08.xls

EXHIBIT J
CONSULTANT PERFORMANCE EVALUATION

(A) DESCRIPTION	(B) EVALUATION 0-10	REMARKS
DISCIPLINES		
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		
DESIGN PHASE		
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		

SAMPLE

(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-environ 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		
CONSTRUCTION PHASE		
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		
EXPERIENCE & KNOWLEDGE		
Previous experience of assigned personnel with services required on project		
Innovative thinking, appropriate solutions and alternatives		
COMMUNICATIONS		
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		

SAMPLE

(A) DESCRIPTION	(B) EVALUATION 0-10	REMARKS
Polite, courteous, professional		
SERVICES/WORK PRODUCT		
Personnel and Project Management (Project Team and schedule well organized, planned ahead and coordinated with related agencies and control factors)		
RELATIONSHIPS		
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	

SAMPLE

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: _____
_____
_____
_____
_____
_____

SAMPLE

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), or Physically-Challenged Business Enterprise (PBE). 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.

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.

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.

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, University Medical Center of Southern Nevada, 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).

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.

SAMPLE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group			
☐ MBE	☐ WBE	☐ SBE	☐ PBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise

Corporate/Business Entity Name:			
(Include d.b.a., if applicable)			
Street Address:		**Website:**	
City, State and Zip Code:		**POC Name and Email:**	
Telephone No:		**Fax No:**	
Local Street Address:		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name Email:**	
Number of Clark County Nevada Residents Employed:			

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.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, 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, University Medical Center, Department of Aviation, 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 _____

SAMPLE

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, University Medical Center, Department of Aviation, 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 anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

SAMPLE

DISCLOSURE OF RELATIONSHIP

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 anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

SAMPLE