

AMENDMENT NO. 1

Fire Station Alert Systems Upgrades

24.MWA508-TF

THIS AMENDMENT NO. 1 is made and entered into this ____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and T J Krob Consulting Engineers, Inc. (dba TJK Consulting Engineers Inc) a Corporation (hereinafter the "Company") having its principal office located at 8728 Spanish Ridge Ave., Suite 100, Las Vegas, Nevada 89148.

WHEREAS, the City and the Company have entered into that certain 24.MWB104-TF, Contract dated February 7, 2024 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to add total design services through construction and name change.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

The name of the project is changed to Fire Station Alert Systems Upgrades.

The Masterworks number is changed to MWA508.

The contract number is changed from 24.MWB104-TF to 24.MWA508-TF.

1. Exhibit Revised A-1 Scope of Services attached.
2. Exhibit C-1 Revised Performance Schedule attached.
3. Exhibit D-1 Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$246,160.00, from \$173,580.00 to \$419,740.00.

Fee Breakdown Basic Services is hereby amended to increase by \$224,160.00 from \$153,580.00 to \$377,740.00

Additional Compensation is hereby amended to increase by \$22,000.00 from \$20,000.00 to \$42,000.00.

4. The Parties represent and acknowledge that as of the date of this Amendment No. 1 neither party (i) is in default under the terms of the Contract; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

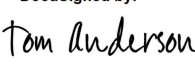
- 5. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 1, this Amendment No. 1 shall control.
- 6. In all other respects, the Contract is hereby ratified and confirmed, in full.
- 7. Counterparts. This Amendment No. 1 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

TJK CONSULTING ENGINEERS

Tonya Kemble, Manager, Purchasing and Contracts


DocuSigned by:

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Thomas M. Anderson, P.E., Principal Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

8/19/2024 | 11:14 AM PDT
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Deputy City Attorney Date

CONTRACT AMENDMENT NO. 1**EXHIBIT A-1 SCOPE OF SERVICES****Fire Station Alert Systems Upgrades****24.MWA508-TF****100 GENERAL**

Upon authorization to proceed as described in Exhibit "C", the Consultant shall provide the following in accordance with the Schedule (Exhibit "C") included herein.

100.1. PROJECT SITE DESCRIPTION AND SCOPE

100.1.1. Site Locations are: Fire Station #3, 2645 W. Washington Ave., Fire Station #4, 421 S. 15th Street, Fire Station #43, 6420 Smoke Range Rd and Fire Station #106, 1888 Stella Lake St.

100.1.2. Provide narrative of proposed changes based on 3 options for each prototype (total of four (4) Prototypes - each will have slight differences):

1. **FS #4, #43 & #106 , Partial Remodel of Dorm Rooms (Design Option 2):** This option aims to improve the acoustic isolation in sleeping rooms solely using an additive approach (only minor demolition required.)

- Add partition walls, doors, and above-ceiling batt insulation to increase acoustic isolation.
- Ceiling Tile Replaced in the remainder of the building as needed due to damage during construction.
- Provide HVAC return grills in new doors or identify alternatives based on option 1 duct re-work.
- Modify the Fire Alarm to support modifications to the dorm rooms.
- Add Locution system throughout the fire station.
- Provide cost estimate.

2. **FS #3, Locution Only (Design Option 3):**

- Modify walls to accept new locution equipment.
- Ceiling Tile Replaced in the remainder of the building as needed due to damage during construction.
- Add Locution system throughout the fire station.
- Provide cost estimate.

100.2. Not Part of Amendment #1 (NIC), PROJECT PROGRAM AND CONCEPTUAL DESIGN

100.2.1. The Project program, which may be altered as the Project develops, contains the following:

100.2.2. Approximate gross building square footage: Varies

100.2.3. Improvement description: Achieve sleeping rooms with advanced acoustic isolation and includes extensive demolition within existing dorm rooms.

100.3. CONSTRUCTION COST BUDGET

100.3.1. "Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

100.3.2. **Construction Cost Budget:** \$2,005,354.00.

100.4. CHANGES TO SCOPE OR SERVICES

100.4.1. The following scope of services is in addition to the scope required elsewhere in this Contract. This scope is to be considered preliminary and may be altered as the Project develops.

100.4.2. If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.4.3. CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.4.4. The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Contract and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.5. GENERAL REQUIREMENTS

100.5.1. The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.5.2. Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.5.3. All Drawings shall be prepared using AutoDesk's AutoCAD 2018 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2016 or newer release.

100.5.4. The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Contract, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

100.5.5. Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.5.6. Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.5.7. Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic “viruses”, “worms”, “Trojan horses”, and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

100.5.8. Prior to each design submittal, 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.

100.5.9. The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.5.10. The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City 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 shall 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.

100.5.11. The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the latest adopted versions of the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of NV Energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in “final form” regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.5.12. All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as “deferred submittals.” When complying with NRS 333.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer’s model to fully engineer and include in the bid and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer’s affect on the documents and the construction shall be borne by the Contractor, except that the Consultant shall have the duty to cooperate with the Contractor in reviewing the proposal for design compliance (including the Contractor provided structural calculations) and providing revisions to the Consultant’s documents as required to accommodate the proposed change. Such revisions to the Consultant’s documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the Contractor by change order.

100.5.13. All work shall be in full compliance with the applicable City of Las Vegas “Design Standards for Buildings, Parks, and Parking Facilities” (“Design Standards”), incorporated herein by reference, and that 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 into subcontract agreements with subconsultants providing services for the Project.

100.5.14. The Consultant shall insure that the new design contains no asbestos containing building materials of any kind.

100.5.15. The Consultant acknowledges the City’s requirement to incorporate the City’s “Instructions to Bidders”, “General Conditions” and “Division One”, incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City’s standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

100.5.16. No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department’s request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.5.17. Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City 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 City, within 5 days following each meeting.

100.5.18. Project Management Software. Upon City request, Consultant shall utilize the City’s online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.5.18.a The City shall provide:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

100.5.18.b The Consultant shall provide:

100.5.18.c Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.

100.5.18.d Information using the forms, screen views, and information fields provided in the software and training materials.

100.5.18.e Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.

100.5.18.f Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

100.5.18.g Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.

- Frequent monitoring of the MasterWorks software.
- Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.
- CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.
- Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6. DEFINITIONS

100.6.1. "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.6.2. “Contractor” as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.6.3. “Drawings and Specifications” as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.7. CITY’S REVIEW PROCESS

100.7.1. Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per Exhibit “B”, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2. If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City 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 City elects the second option, the Consultant, at Consultant’s own expense, shall furnish additional sets of all documents, based on the quantity set forth in Exhibit “B”, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant’s own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.3. The City’s review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

100.7.4. After the City reviews the documents, one (1) 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 documents, and return the correction set with the corrected documents, together with written responses to the City’s correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

100.8. THE CITY’S RESPONSIBILITIES

100.8.1.a The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

100.8.1.b The City shall 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,
- Project budget and the amount of the Construction Cost Budget.
- Project schedule.
- Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

100.8.2. Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

100.8.3. Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

100.9. The City shall:

100.9.1. Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

100.9.1.a Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

100.9.2. 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.

102 THE CONSULTANT'S RESPONSIBILITIES

102.1. The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

- 102.1.1.** Responsibilities Specific to this Project for Various Phases
- 102.1.2.** NIC, Programming and Conceptual Design Phase
- 102.1.3.** NIC, Schematic Design and Master Planning Phase
- 102.1.4.** Design Development Phase
- 102.1.5.** Construction Document Phase
- 102.1.6.** Bidding Phase
- 102.1.7.** Construction Administration Phase
- 102.1.8.** Post Construction Phase

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1. NIC, Survey

103.1.1. General

103.1.1.a Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.

103.2. Control Survey

103.2.1. General. A control survey will be performed to establish adequate control for all topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning. Additional control points shall be established, if necessary, for eventual construction layout.

103.2.2. Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey.

103.2.3. Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 28, referred to as the CLV 28 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 28 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.

103.2.4. Accuracy. The control survey shall have an absolute horizontal accuracy of ± 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, LiDAR scanning and traditional optical survey methods shall have an absolute vertical accuracy of ± 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.

103.2.5. Survey Control Map. A Survey Control Map plan sheet (or sheets) shall be prepared showing sufficient control points needed for construction, with horizontal coordinates and elevations annotated. The completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.

103.2.6. Deliverables. The control survey shall be submitted and approved before the 30% design submittal will be accepted. The "Control Survey Submittal" shall include: (1) a preliminary PDF file of the completed Survey Control Map plan sheets; (2) a CAD file or point file containing all survey control points; (3) all field raw data files and field notes pertaining to the control survey.

103.3. Topographic Survey

103.3.1. General. Based on the project control survey a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of all existing features and a 3D digital terrain model (DTM).

103.3.2. Planimetrics Content and Level of Detail. The planimetrics data shall all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. These requirements also apply to any areas that aerial mapping has been authorized.

103.3.3. DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks (modeled as breaklines) within the survey limits, measured at minimum 50-foot intervals. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50-foot grid intervals.

103.3.4. Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as “dips” or “inverts”). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole.

103.3.5. Deliverables. The topographic survey files shall be incorporated into the first design submittal and include CAD files containing the survey planimetrics (2D linework and symbology) and existing ground DTM represented as a single Civil 3D surface. These files are to be prepared under the supervision of the project’s Professional Land Surveyor.

104 NIC, Utility Survey

104.1. General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 1.3.2 of this document.

104.2. Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as “dips” or “inverts”). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole.

104.3. Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.

104.4. Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.

104.5. Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.

104.5.1. Deliverables. Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

104.6. Legal Descriptions

104.6.1. General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.

104.6.2. Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been “surveyed” and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.

104.6.3. Deliverables. All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor’s webpage with the initial submittal of any legal description.

104.7. NIC, Utility Survey

104.7.1. General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 103.1.3 of this document.

104.7.2. Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as “dips” or “inverts”). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB’s where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**

104.7.3. Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.

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104.8. Legal Descriptions

104.8.1. General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.

104.8.2. Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been “surveyed” and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.

104.8.3. Deliverables. All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor’s webpage with the initial submittal of any legal description.

104.8.3.a The Consultant will coordinate any required private property access with the City’s Representative.

104.9. NIC, HAZARDOUS MATERIALS SURVEY

104.9.1. The Consultant shall provide a hazardous material survey and abatement report of the existing structures located on the Project site, in compliance with NRS 338.195 and other regulatory authorities overseeing the presence and abatement of asbestos.

104.10. NIC, LEED CERTIFICATION EQUIVALENT

104.10.1. The City has mandated that new, occupied public buildings constructed by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards.

104.10.2. Facilities will be considered LEED equivalent when all identified LEED goals.

104.10.3. Certification summary reports are required; however, submission of LEED certifying documents to the US Green Building Council (USGBC) are not required.

104.11. COST ESTIMATES

104.11.1. The Consultant shall prepare and provide a detailed Independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

104.11.2. If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

104.12. GOVERNMENTAL AND AGENCY APPROVALS

104.12.1. SCOPE OF SERVICES.

Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

104.12.1.a General Plan Amendment. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

104.12.1.b Rezoning. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

104.12.1.c Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

104.12.1.d Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

104.12.1.e Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

104.12.1.f Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

104.12.1.g Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report.

104.12.1.h Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

104.12.1.i New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

- Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.
- Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

104.13. SUBMIT, REVIEW AND INCORPORATE

104.13.1. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

104.14. NIC, Desert Conservation Plan

NIC, Complete, stamp and sign, and submit the Desert Conservation Plan Form at the time of grading permit submission or any other permit submission that may occur prior to a grading permit submission.

104.15. FEES

Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

104.16. CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY.

The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

104.17. APPROVAL.

The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

104.18. NIC, GEOTECHNICAL DATA

104.18.1. GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

104.18.2. GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

104.18.2.a This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

104.18.3. GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

104.18.4. It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

104.18.5. SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

104.18.6. NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

104.18.7. CONTAMINATED MATERIAL. If during any geotechnical borings, a driller encounters any evidence of hydrocarbon contamination (visual or olfactory) in the soil or groundwater, the geotechnical firm must collect a sample per medium (soil and/or groundwater) by qualified staff and have it analyzed by a Nevada Certified Laboratory with the following approved analytical methods with standard analytical turnaround times:

- Full range total petroleum hydrocarbons (TPH) by EPA Method 8015 or Texas Natural Resources Conservation Commission (TNRCC) Method 1005. The analysis shall include gasoline range organics (GRO, diesel range organics (DRO), and oil range organics (ORO));
- For samples equal or exceeding the Nevada RC (Reportable Concentration) for TPH (100 mg/kg), also perform testing analyses for both VOCs and SVOCs based on: volatile organic compounds (VOCs) by EPA Method 8260B including MTBE; and semi volatile organic compounds (SVOCs) by EPA Methods 3550B/8270C.

In addition, the geotechnical firm must immediately notify the City in writing of the encounter and sampling event. Once the analytical results are received from the laboratory, the geotechnical firm will provide copies in writing to the City.

105 NIC, PROGRAMMING AND CONCEPTUAL DESIGN PHASE

105.1. Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

105.1.1. GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

105.1.2. SITE SURVEY. Prepare a boundary and topographic survey for the Project.

105.1.3. HAZARDOUS MATERIALS SURVEY. If required by CLV, prepare a survey and abatement recommendations for existing structures and improvements.

105.1.4. BLM LEASED PROPERTY PLANT SURVEY. If required by BLM and CLV, prepare a plant survey utilizing a BLM approved botanist, and incorporate the survey results and recommendations as approved by the BLM into the Construction Documents.

- 105.1.5. BLM LEASED PROPERTY MIGRATORY BIRD SURVEY.** Prepare a survey for migratory bird nests, burrows and habitat for construction activity scheduled to occur from March 1 to September 1 by a BLM qualified biologist, and incorporate the survey results and recommendations into the Construction Documents.
- 105.1.6. GENERAL PROJECT PROGRAM REQUIREMENTS.** Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.
- 105.1.7. PROGRAMMING REPORT.** Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.
- 105.1.8. LEED EQUIVALENT CREDITS REPORT.** The consultant shall prepare and maintain a list of LEED equivalency credits to be attained. City Representative and stakeholders shall review and analyze all proposed LEED equivalency credits and the associated cost estimates, and recommend the LEED equivalency credits to be attained.
- 105.1.9. SITE UTILIZATION REPORT.** Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.
- 105.1.10. ESTIMATE.** Prepare a conceptual level Construction Cost Estimate for the Project.
- 105.1.11. REVIEW.** Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.
- 105.1.12. SUBMITTAL.** Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in Exhibit "B". Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

106 NIC, SCHEMATIC DESIGN (SD) PHASE

106.1. Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

- 106.1.1. REVIEW.** Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

106.1.2. DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

106.1.3. LEED EQUIVALENCY CREDITS REPORT. Maintain an updated list of LEED equivalency credits to be attained and the current status of each credit submitted, reviewed, accepted or denied, and credit achievement anticipated.

106.1.4. INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

106.1.5. SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

106.1.6. ESTIMATE. Prepare a schematic level Construction Cost Estimate.

106.1.7. REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

106.1.8. Not Part of Amendment #1, SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

106.1.8.a Programming Report from the previous phase,

106.1.8.b Site Utilization Report from the previous phase.

106.1.8.c Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.

106.1.8.d Outline specification.

106.1.8.e Project Budget (provided by City).

106.1.8.f Construction Cost Estimate.

106.1.8.g Project Schedule (provided by City).

106.1.8.h LEED Equivalency Credits Report.

- Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

106.1.9. REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

107 DESIGN DEVELOPMENT (DD) PHASE

107.1. Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

107.1.1. DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

107.1.1.a DRAWINGS:

- Building data and code analyses.
- Floor plans, indicating the size of rooms and furniture arrangements.
- Reflected ceiling plans.
- Roof plans.
- Building elevations.
- Building and wall sections.
- Finish schedules.
- NIC Foundation plans.
- Framing plans.
- Heating, ventilating and air conditioning (HVAC) plans.
- Plumbing plans.
- Lighting plans.
- Power plans
- Low voltage system plans.
- Signage plans.
- Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

107.1.1.b SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section,

- 107.1.1.c **MOUNTED REVIEW BOARDS.** Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.
- 107.1.1.d **ESTIMATE.** Prepare a detailed Construction Cost Estimate.
- 107.1.1.e **VALUE ENGINEERING SESSION.** Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.
- 107.1.1.f **SUBMITTAL.** Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide pdf plans..
- 107.1.1.g **REVIEW.** The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

108 CONSTRUCTION DOCUMENTS (CD) PHASE

108.1. Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

- 108.1.1.a **CONSTRUCTION DOCUMENTS.** Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.
- 108.1.1.b **BID DOCUMENTS.** The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."
- 108.1.1.c **NIC, LEED EQUIVALENCY CREDITS REPORT.** Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.

- 108.1.1.d **ESTIMATES.** Prepare and submit a detailed Construction Cost Estimate at 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.
- 108.1.1.e **CONSTRUCTION SCHEDULE.** Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.
- 108.1.1.f **REVIEWS.** Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.
- 108.1.1.g **CONSTRUCTABILITY AND BIDABILITY REVIEWS.** Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.
- 108.1.1.h **CD SUBMITTALS.** Provide 90 percent final documents to the City for review and comment

Prepare 90 percent Construction Documents, including the following:

- General
 - Completed title sheets, abbreviations, legends and site plans.
 - Responses to 100 percent Design Development review comments and incorporation into the documents as required.
 - Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
 - Reference of all applicable codes, Project data and design numbers for rated assemblies.
- Architectural
 - Floor plans with all dimensions and room finishes noted.
 - All door, window, hardware, and glazing schedules complete.
 - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
 - All elevations and sections.
 - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
 - Interior and exterior details.
 - All section and detail bubbles completed to indicate the location of the sections and details.

- Mechanical/Plumbing
 - All HVAC sizing (ducts and equipment).
 - All air flow quantities noted.
 - All mechanical equipment and fixture schedules completed.
 - All pipe sizes noted.
 - Cathodic protection requirements specified.
 - Points-of-connection including invert elevations.
 - Completed riser diagrams.
 - All control diagrams shown and completed.
 - All details completed and referenced to the plans.
 - Final calculations required to meet this level of completion.

- Electrical
 - All power, lighting and auxiliary systems plans reflecting complete circuiting.
 - Required single line drawings.
 - Completed panel schedules.
 - Electrical room details showing equipment in plan and elevation.
 - All special systems including grounding wells.
 - All details completed and referenced to the plans.
 - Final calculations required to meet this level of completion.

- Specifications
 - Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
 - Final form technical specifications in CSI format.

- Prepare 90 Percent Construction Documents, including the following:
 - Drawings
 - Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

 - Specifications
 - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

 - Calculations
 - Complete Civil, structural, mechanical, plumbing, and electrical calculations.

 - General
 - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
 - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.
 - Provide Exterior Light Fixture cut sheets for review

- Prepare 100% Construction Documents, including the following:
 - Drawings. Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.
 - Specifications. Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.
 - Calculations. Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.
 - General.
 - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.
 - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in Exhibit "A" and Exhibit "B".

109 BIDDING PHASE

109.1. With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

109.2. If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

109.3. Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

109.3.1. While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

109.3.2. Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

109.3.3. Attend and participate in the Pre-bid meeting.

109.3.4. Participate in bid evaluation and recommendations.

109.3.5. The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

110 CONSTRUCTION ADMINISTRATION PHASE

110.1. The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

110.2. CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in Exhibit "F" (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

110.3. Upon authorization by the City to proceed with the construction phase, the Consultant shall:

110.3.1.a MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

- 110.3.1.b SITE VISITS.** Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.
- 110.3.1.c NIC, LEED EQUIVALENCY CREDITS REPORT.** Monthly during the construction phase, update the list of LEED equivalency credits to be attained and the current status of each credit. Brief the construction team at the Construction Progress Meetings about the LEED construction phase equivalent credit requirements, track the Contractor's progress in achieving the credit equivalents.
- 110.3.1.d DEFECTIVE WORK.** Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.
- 110.3.1.e PAYMENT APPLICATIONS.** If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.
- 110.3.1.f DOCUMENT REVISIONS.** During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

- 110.3.1.g **SUBSTITUTIONS.** The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.
- 110.3.1.h **INTERPRETATIONS.** If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.
- 110.3.1.i **RFI.** Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.
- 110.3.1.j **SUBMITTALS.** Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.
- 110.3.1.k **CONSTRUCTION CHANGE ORDERS.** Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.
- 110.3.1.l **NIC, DRAINAGE REPORT.** Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.
- 110.3.1.m **NIC, EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT.** Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

- 110.3.1.n **SUBSTANTIAL COMPLETION.** Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.
- 110.3.1.o **PUNCHLISTS.** Participate in the development and resolution of Punch Lists.
- 110.3.1.p **TURN-AROUND TIMES AND CONSULTANT RESOURCES.** The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.
- 110.3.1.q **RFIs and SUBMITTALS, FORWARDING.** Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)
- 110.3.1.r **RFIs and SUBMITTALS, REVIEWING.** For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.
- 110.3.1.s **RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES.** Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to RFIs within 5 calendar days and submittals within 10 calendar days of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.
- 110.3.1.t **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

111 POST CONSTRUCTION PHASE

111.1 The Consultant shall provide the following scope of services:

- 111.1.1. Include Record Documents service only if required or desired for future work on the project; not the city standard service.

111.1.2. RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

111.1.3. NIC, LEED EQUIVALENCY CREDITS REPORT. Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.

111.1.4. WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT A-1

EXHIBIT C-1**PERFORMANCE SCHEDULE****300 NOTICE TO PROCEED**

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. 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 Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.1. PHASE SCHEDULE

300.1.1. The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS FS #3	CALENDAR DAYS FS #4	CALENDAR DAYS FS #43	CALENDAR DAYS Fs # 106
Design Development	21	24	24	24
Construction Documents	35	60	60	60
Bidding Assistance	14	14	14	14
Construction Administration	60	242	242	242
TOTAL	130	340	340	340

300.1.2. The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

300.1.3. The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development section of the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

302 DESIGN AND PERMITTING SCHEDULE DELAYS

302.1. The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2. Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

302.3. Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1. The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.3.2. The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

302.3.3. The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.3.4. Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.3.5. The NV Energy design precedes the Lumen submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.3.6. The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal Contract process, which requires official approval by both the District Board and the City Council.

302.4. The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

303 CONSTRUCTION SCHEDULE CHANGES

303.1. No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1. Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2. 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Section, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Section, the Allowed Period is the time period beginning on the first day that the 50% increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

- 303.1.2.a **PRIOR WRITTEN APPROVAL REQUIRED.** If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.
- 303.1.2.b The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.
- 303.1.2.c The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.
- 303.1.2.d Eligible personnel may include the individuals and positions named in this Contract but not support personnel as defined in Exhibit "E".
- 303.1.3.** Eligible activities may include the tasks required in this Contract and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.
- 303.1.4.** Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in Exhibit "E" unless otherwise agreed to by the parties to this Contract. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.
- 303.1.5.** Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.
- 303.1.6.** 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion,

303.1.7. The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.8. The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2. Post Construction.

No adjustments shall be made to the Post Construction Phase fee due to changes in construction schedules.

END OF EXHIBIT C-1

EXHIBIT D-1**FEE BREAKDOWN****400 TOTAL COMPENSATION**

400.1. The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed \$246,160.00. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1. The For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	FS #3	FS #4	FS #43	FS #106	Sub Totals
Design Development	\$10,280	\$22,100	\$22,100	\$22,100	\$76,580
Construction Documents	\$14,280	\$30,100	\$30,100	\$30,100	\$104,580
Bidding Assistance	\$800	\$2,400	\$2,400	\$2,400	\$8,000
Construction Administration & Post Construction	\$5,000	\$10,000	\$10,000	\$10,000	\$35,000
Sub Total	30,360	\$64,600	\$64,600	\$64,600	
TOTAL					\$224,160

401.2. The scope of work for each of the phases may be adjusted by the City Representative over the course of the Project, including establishing new services or the deletion of listed services. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.3. The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.4. CONSTRUCTION COST ESTIMATES

Consultant shall deduct from the above Fees \$5,000 for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

402 ADDITIONAL SERVICES ALLOWANCE

402.1. A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2. Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

402.3. The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

402.4. Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract,

ADDITIONAL SERVICES ALLOWANCE		COMMENTS
TOTAL NOT-TO-EXCEED COST	\$22,000.00	Unforeseen conditions

END OF EXHIBIT D-1