

**AMENDMENT NO. 01**

**23.MWA889.D1-DD Health & Wellness Center – Ward 3 – Bonanza / Lamb**

THIS AMENDMENT NO. 01 (this “Amendment”) is made and entered into on \_\_\_\_\_, \_\_\_\_\_, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the “City”), and KNIT, a Domestic Corporation (hereinafter the “Company”) having its principal office located at 7250 Peak Drive, Suite 216, Las Vegas, NV 89128.

WHEREAS, the City and the Company have entered into that certain Health & Wellness Center – Ward 3 – Bonanza / Lamb, Contract No. 23.MWA889.D1-DD, dated July 19, 2023 (the “Contract”); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to include the remaining design services to complete the project as outlined in the following exhibits.

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

1. Exhibit “A” is hereby deleted in its entirety and replaced with the Exhibit A-1: Scope of Services attached hereto.
2. Exhibit “B” is hereby deleted in its entirety and replaced with the Exhibit B-1: Required Submittals attached hereto.
3. Exhibit “C” is hereby deleted in its entirety and replaced with the Exhibit C-1: Performance Schedule attached hereto.
4. Exhibit “D” is hereby deleted in its entirety and replaced with the Exhibit D-1: Fee Breakdown attached hereto which increases the total compensation of the entire agreement referenced herein by \$1,161,902, from \$179,000 to \$1,340,902, increases the Basic Services referenced herein by \$1,069,302, from \$162,600 to \$1,231,902, and increases the Additional Services Allowance by \$92,600, from \$16,400 to \$109,000.
5. Exhibit “E” is hereby deleted in its entirety and replaced with the Exhibit E-1: Additional Compensation attached hereto.
6. Exhibit “F” is hereby deleted in its entirety and replaced with the Exhibit F-1: Key Personnel List attached hereto.

- 7. The Parties represent and acknowledge that as of the date of this Amendment neither party is aware of any action or inaction by the other party that would constitute a default by the other party under the Contract.
- 8. In the event of a conflict between any provision(s) of the Contract and of this Amendment, this Amendment shall control.
- 9. In all other respects, the Contract is hereby ratified and confirmed, in full.

Counterparts. This Amendment 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.

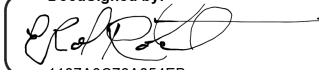
The parties agree that this Amendment may be signed electronically via the City’s designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 01 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KNIT

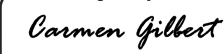
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Tonya Kemble, Manager, Purchasing and Contracts

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Eric M. Roberts, FAIA, NCARB, LEED AP,  
President/CEO  
1/9/2025 | 10:52  
Date

ATTEST:

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Dr. LUANN D. HOLMES, MMC  
City Clerk  
Date

APPROVED AS TO FORM:

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Carmen Gilbert  
1/9/2025 | 5:42 AM PST  
Deputy City Attorney  
Date

**CONTRACT AMENDMENT NO. 01**  
**23.MWA889.D1-DD Health & Wellness Center – Ward 3 – Bonanza / Lamb**

**EXHIBIT A-1**  
**SCOPE OF SERVICES**

**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**

**100.1.1.** The Project improvement area, which may be adjusted as the Project develops, is described as:

**100.1.1.a** Site address: TBD. Two vacant parcels along Bonanza Rd, between Lamb Blvd. and Sandhill Rd., Las Vegas, NV 89110.

**100.1.1.b** Entire area of assessor's parcel number(s): 140-31-501-025 & 140-31-501-026

**100.1.1.c** Gross site acreage: 2.06 acres combined total, (1.03 acres each parcel)

**100.1.1.d** Offsite improvement area: TBD

**100.2. PROJECT PROGRAM**

**100.2.1.** The Project program, which may be altered as the Project develops, contains the following: The Project involves the design services for the construction of a health and wellness center on two vacant parcels of vacant land. This health and wellness center is projected to provide, but not be limited to: health care services integrating access to a pharmacy, behavioral health services, oral health services, Community Outreach/Education Spaces, WIC Clinic, and Primary Care Exam Rooms. The design consultant shall provide architectural design services from Schematic Design through Post-Construction.

**100.2.2.** Approximate gross building square footage: 14,550 GSF

**100.2.3.** Improvement description: A 10,000 to 15,000 S.F., 1 story health and wellness center on approximately 2 acres of currently vacant land.

**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:** Approximately \$12M.

**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 concept 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 concept 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 begin 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 01 60 00."

**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 review comments, 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 338.140 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 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, if available, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.
- Project schedule.
- Any other information required to complete the work, as available, 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.** Programming and Conceptual Design Phase (IN BASE CONTRACT)
- 102.1.3. 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. 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.

103.1.1.b Fee Breakdown. All survey fees shall be separated into the following items (unless requested otherwise by the City Surveyor):

- Control Survey
- Topographic Survey
- Utility Survey
- Legal Descriptions

#### **103.1.2. Control Survey**

103.1.2.a General. A control survey will be performed to establish adequate control for all boundary location and 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.

103.1.2.b 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](http://lasvegasnevada.gov/survey).

103.1.2.c 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 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: [lasvegasnevada.gov/survey](http://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.

103.1.2.d 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.

103.1.2.e Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and any other pertinent records shall be performed.

- 103.1.2.f Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.
- 103.1.2.g Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this line work.
- 103.1.2.h Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.
- 103.1.2.i 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 (record-of-survey or plan sheets); (2) a CAD file containing all cadastral line work; (3) a point file containing all survey control points if not contained in the CAD file; (4) all field raw data files and field notes pertaining to the control survey.

### 103.1.3. Topographic Survey

- 103.1.3.a 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 existing features and a 3D digital terrain model (DTM).
- 103.1.3.b Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- 103.1.3.c Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.

- 103.1.3.d Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- 103.1.3.e Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- 103.1.3.f Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- 103.1.3.g Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about 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 where aerial mapping has been authorized.**
- 103.1.3.h DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. 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. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. These requirements also apply to any areas where aerial mapping has been authorized.
- 103.1.3.i Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- 103.1.3.j Deliverables. The topographic survey files shall be incorporated into the first design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

#### 103.1.4. Utility Survey

103.1.4.a 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.

103.1.4.b 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.**

103.1.4.c 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.

103.1.4.d 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.

103.1.4.e 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.

103.1.4.f Deliverables.

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

#### 103.2. Legal Descriptions

103.2.1. 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.

**103.2.2. 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.

**103.2.3. 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.

**103.2.3.a** The Consultant will coordinate any required private property access with the City's Representative.

### **103.3. COST ESTIMATES**

**103.3.1.** 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.

**103.3.2.** 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.

### **103.4. GOVERNMENTAL AND AGENCY APPROVALS**

#### **103.4.1. SCOPE OF OTHER 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:

**103.4.1.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.

**103.4.1.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.

- 103.4.1.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.
- 103.4.1.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.
- 103.4.1.e **Mapping.** Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.
- 103.4.1.f **Utilities.** Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.
- 103.4.1.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.
- 103.4.1.h **Traffic Study.** If requested by the City, traffic studies shall be provided as an Additional Service.
- 103.4.1.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.
- 103.4.1.j **Hazardous Materials Survey.** If required by the City, prepare a survey and abatement recommendations report for existing structures and improvements, in compliance with NRS 338.195, NRS 618.765 (Added to NRS by 1989, 1280; A 1993, 1567), and other regulatory authorities overseeing the presence and abatement of asbestos. If required by the City, this study shall be provided as an additional service.

### 103.5. SUBMIT, REVIEW AND INCORPORATE

**103.5.1.** 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.

**103.6. 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.**

**103.7. FEES**

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

**103.8. 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.

**103.9. APPROVAL.**

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

**103.10. GEOTECHNICAL DATA**

**103.10.1. 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:

**103.10.2. 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:



103.10.2.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.

**103.10.3. 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.

**103.10.4.** 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.

**103.10.5. SPECIFICATION.** The City will provide the Consultant with a sample specification "Section 02 05 00 – 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 the bid documents after in achieving the same purpose.

**103.10.6. 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 PROGRAMMING AND CONCEPTUAL DESIGN PHASE (IN BASE CONTRACT)

#### 105 SCHEMATIC DESIGN (SD) PHASE

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

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

**105.1.2. ESTIMATE.** Prepare a schematic level Construction Cost Estimate.

**105.1.3. DELIVERABLES.** Schematic drawings including site plan, building plans, elevations, sections, and other drawings or narratives indicating colors, materials, finishes, and building systems, as necessary to describe the Project. Provide electronic copies (PDF) of the deliverables from this phase as well as any material or finish samples.

**105.1.4. 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 for the zoning/entitlements process.

**105.1.5. PROJECT SCHEDULE.** Prepare a project schedule.

**105.1.6. LEED EQUIVALENCY.** Demonstrate LEED Equivalency to be attained and documentation to demonstrate the current status of each credit.

**105.1.7. REVIEWS.** Participate in design review meetings in which the City will discuss comments generated during the review period. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

## **106 DESIGN DEVELOPMENT (DD) PHASE**

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

**106.1.1. 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 including all applicable disciplines, building 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:

**106.1.1.a DRAWINGS:**

- Building data and code analyses.
- Utility plans, including both on-site and off-site improvements.
- Paving and grading plans, including both on-site and off-site improvements.
- Planting plans.
- Irrigation plans.
- Site plans.
- Floor plans, indicating the size of rooms and furniture arrangements.
- Reflected ceiling plans.
- Roof plans.
- Building elevations.
- Building and wall sections.
- Finish schedules.
- 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.

**106.1.1.b SPECIFICATIONS.** Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase the Specifications submittal; Part 1 – General, Part 2 – Products, and Part 3 – Execution for each section.

**106.1.1.c LEED EQUIVALENCY.** Update the list of LEED equivalency credits to be attained demonstrating the current status of each credit.

**106.1.1.d ESTIMATE.** Prepare a detailed Construction Cost Estimate.

**106.1.1.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.

**106.1.1.f SUBMITTAL.** Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide electronic (PDF) copies of the final documents from this phase as well as any material or finish samples.

**106.1.1.g REVIEW.** The Consultant's design team shall participate in a Design Review Meeting in which the City will discuss comments generated during review. Comments 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.

## **107 CONSTRUCTION DOCUMENTS (CD) PHASE**

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

**107.1.1.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.

**107.1.1.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."

- 107.1.1.c **ESTIMATES.** Prepare and submit a detailed Construction Cost Estimate at the 70 percent and 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.
- 107.1.1.d **CONSTRUCTION SCHEDULE.** Estimator shall include with the 100 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.
- 107.1.1.e **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 discuss comments generated during review of the 70 percent and 90 percent CD Submittals.
- 107.1.1.f **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.
- 107.1.1.g **CD SUBMITTALS.** Provide electronic copies (PDF) at each of 70 percent, 90 percent and 100 percent final documents from this phase, and provide one (1) hard copy of the final documents to the City for review and comment.

- **Prepare 70 percent Construction Documents, including the following:**

- General

- Completed title sheets, abbreviations, legends and site plans.
    - Responses to final Design Development review comments and incorporation into the documents as required.
    - Incorporation of all requirements and specific direction given by the City prior to this Submittal.
    - Reference of all applicable codes, Project data and design numbers for rated assemblies.

- Civil

- Existing facilities plans showing all existing topography and improvements.
  - Utility distribution plans with sizes of all new and existing utilities.
  - Rough grading plans.
  - Finish paving and grading plans.
  - Horizontal control plans.
  - Horizontal and vertical control plans for all site lighting pole bases.
  - Details with references to the plans.
  - Final calculations required to meet all levels of completion.

- Landscape

- Landscaping plans denoting all materials and sizes.
  - Irrigation plans with sizing of all piping.
  - Details with references to the plans.

- 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.
- Structural
  - Foundation plans including all dimensions.
  - Intermediate floor framing plans with complete section cuts and detail references.
  - Complete section and detail sheets.
  - Completed and detailed roof framing plans.
  - Final calculations required to meet this level of completion.
- 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.
  - Fire alarm riser diagrams and zone schedules.
  - 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 prior CD submittal developed to 90% of the final drawings.
  - Specifications
    - Complete specifications. All sections shall be accurately cross-referenced and all Divisions shall be correctly incorporated.

- o Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations.
- o General
  - Incorporation of all requirements and specific direction given to the Consultant prior 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:
  - o Drawings. Complete drawings for issue to Building & Safety for review that are stamped and signed by the architects and engineers of record registered in the State of Nevada.
  - o Specifications. Complete specifications for issue to Building & Safety that are stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and all Divisions shall be correctly incorporated.
  - o Calculations. Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.
  - o General.
    - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Construction Documents. 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".

## **108 BIDDING PHASE**

### **108.1. INITIATING BID PROCESS**

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.

### **108.2. DELAY IN BIDDING**

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.

**108.3. BIDDING**

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

**108.3.1. Prepare BID Documents, including the following:**

- 108.3.1.a** Compile approved drawings that are stamped and signed by the architects and engineers of record registered in the State.
- 108.3.1.b** Compile specifications that are stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and all Divisions shall be correctly incorporated.
- 108.3.1.c** Compile Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

**108.3.2. Bid Questions**

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.

**108.3.3. Addendum**

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.  
Collate all addendums into the Conformed Set (Issued For Construction) of drawings, specifications, and any other supporting contract documents.

**108.3.4. Attend and participate in the Pre-bid meeting.****108.3.5. Participate in bid evaluation and recommendations, when requested.****108.3.6. The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.**

**109 CONSTRUCTION ADMINISTRATION PHASE**

**109.1.** 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.

**109.2. 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.

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

**109.3.1.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.

**109.3.1.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.

**109.3.1.c LEED EQUIVALENCY.** During the construction phase, update the list of LEED equivalency credits to be attained demonstrating the current status of each credit. Brief the construction team at the Construction Progress Meetings about the LEED construction phase equivalent credit requirements.

**109.3.1.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.



- 109.3.1.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.
- 109.3.1.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.
- 109.3.1.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 obtaining City or other local agency approvals and/or permits required to obtain construction of such substitution.
- 109.3.1.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.
- 109.3.1.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.

- 109.3.1.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 01 60 00 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.
- 109.3.1.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.
- 109.3.1.l **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.
- 109.3.1.m **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 Division 26 of the Specifications and the Exterior Lighting section of the City Design Standards, complete with a letter of compliance.
- 109.3.1.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.
- 109.3.1.o **PUNCHLISTS.** Participate in the development and resolution of Punch Lists.
- 109.3.1.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.
- 109.3.1.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.)
- 109.3.1.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.

**109.3.1.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.

**109.3.1.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.

## **110 POST CONSTRUCTION PHASE**

### **110.1. The Consultant shall provide the following scope of services:**

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

**110.1.2. 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.

**110.1.3. 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.

## **ARTICLE 1: CDBG FEDERAL FUNDING REQUIREMENTS**

### **RECITALS**

WHEREAS, the City has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, PAL. 93-383 as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City as Grantee, wishes to engage the Consultant to assist the City in utilizing such funds by providing services to meet one or more of the CDBG Program's three broad National Objectives, defined in 24 CFR Part 570.208, as follows:

- a. To benefit low and moderate income persons,
- b. To aid in the prevention or elimination of slum or blight; or
- c. To meet community development needs having a particular urgency;

WHEREAS, the City will utilize CDBG funds for the engagement of Consultant for the design and construction of the Project;

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

### **1.1 FEDERAL GENERAL CONDITIONS**

The Consultant acknowledges that CDBG funds shall be used for the Project and the Consultant agrees to comply with the following Federal laws, orders, regulations and directives:

#### **1.1.1 RELIGIOUS ACTIVITIES, 24 CFR 570.200(J)**

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

#### **1.1.2 POLITICAL ACTIVITIES, 24 CFR 570.207**

The Consultant shall comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

#### **1.1.3 HATCH ACT, CHAPTER 15, TITLE 5, U.S. CODE**

The Consultant further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

#### **1.1.4 PROGRAM INCOME, 24 CFR 570.500**

The Consultant agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

**1.1.4.1** Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

**1.1.4.2** Gross income from the use or rental of real or personal property acquired by the Consultant with CDBG funds, less costs incidental to generation of the income;

**1.1.4.3** Gross income from the use or rental of real property, owned by the Consultant, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

**1.1.4.4** Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and

**1.1.4.5** Interest earned on program income pending its disposition.

#### **1.1.5 DISPOSITION OF PROGRAM INCOME, 24 CFR 570.504**

Program income shall be recorded separately and returned to the City for disposition. Upon approval by the City, income from the Project may be retained by the Consultant provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines from use of such income in accordance with HUD regulations.

#### **1.1.6 APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS, 24 CFR 570.502**

The Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

#### **1.1.7 OTHER PROGRAM REQUIREMENTS, 24 CFR SUBPART K**

The Consultant shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600—570.612, except that the Consultant will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibilities for initiating the review process under the provisions of 24 CFR Part 58.

##### **1.1.7.1 GENERAL, 24 CFR 570.600**

The Consultant agrees to comply with such laws and Program requirements as are applicable to grants made under Section 106 of Title 1 of the Housing and Community Development Act of 1974.

##### **1.1.7.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, FAIR HOUSING ACT, AND EXECUTIVE ORDER 11063, 24 CFR 570.601**

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating the Consultant to use Federally funded property for the purpose for which the Federal funds were awarded.

#### **1.1.7.3 SECTION 109 OF THE ACT, 24 CFR 570.602, AGE DISCRIMINATION ACT OF 1975, 24 CFR 570.602(c), SECTION 504 OF THE REHABILITATION ACT OF 1973, 24 CFR 570.602(c)**

This Contract is subject to Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

#### **1.1.7.4 AFFORDABILITY PROVISIONS, 24 CFR 570.208(a)(3)**

The Consultant acknowledges and understands that all rehabilitation of permanent, residential structures, upon completion, shall be occupied by low- and moderate-income households. For any rehabilitation of rental housing, occupancy by low- and moderate-income households must be affordable rents as determined by the City.

#### **1.1.7.5 LABOR STANDARDS AND DAVIS BACON ACT, 24 CFR 570.603**

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractor or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

#### **1.1.7.6 ENVIRONMENTAL STANDARDS, 24 CFR 570.604**

This Contract is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

#### **1.1.7.7 NATIONAL FLOOD INSURANCE PROGRAM, 24 CFR 570.605**

This Contract is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

#### **1.1.7.8 DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING, 24 CFR 570.606**

The Consultant shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, the Consultant understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low- or moderate-income dwelling which is demolished or converted to another use in connection with a CDBG funded activity.

#### **1.1.7.9 EMPLOYMENT AND CONTRACTING OPPORTUNITIES, 24 CFR 570.607**

The Consultant shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

#### **1.1.7.10 LEAD-BASED PAINT, 24 CFR 570.608**

This Contract is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

#### **1.1.7.11 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS, 24 CFR 570.609**

This Contract is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

#### **1.1.7.12 UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES, 24 CFR 570.610**

The Consultant shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570. 502.

#### **1.1.7.13 CONFLICT OF INTEREST, 24 CFR 570.611**

This Contract is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as recipient, or of any designated public agencies, or of the Consultant who exercise of have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

#### **1.1.8 DRUG-FREE WORKPLACE**

As a subrecipient of CDBG funds, and in connection with public services offered, the Consultant agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Consultant maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

#### **1.1.9 EXPIRATION OR REVOCATION OF CONTRACT**

Upon the expiration or revocation of this Contract, Consultant shall transfer to City and CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

#### **1.1.10 ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Consultant from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

#### **1.1.11 AMERICANS WITH DISABILITIES ACT**

Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Consultant and the activities to be performed by Consultant under the scope of this Contract. If employing more than fifteen (15) employees, Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Consultant agrees to comply fully with Title III of the "ADA" as set forth as 28 CFR Part 36. If providing public transportation, Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

### **1.2 FINANCIAL MANAGEMENT**

#### **1.2.1 AUDIT REQUIREMENTS**

**1.2.1.1** This Contract is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

**1.2.1.2** This Contract is also subject to an OMB A-133 audit pursuant to the Single Audit Act. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received \$25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive \$50,000 in federal funds for two consecutive years conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires an A-133 audit for grant subrecipients receiving annually \$50,000 or more for two consecutive years.

#### **1.2.2 RIGHT TO REVIEW AND AUDIT**

**1.2.2.1** The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

**1.2.2.2** The Consultant agrees to permit the City and the City's designated representatives to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Consultant's operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, the Consultant agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address with the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the



Consultant are incomplete, the Consultant agrees to pay the City and the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant's offices to inspect, audit, and retrieve the complete records. The Consultant further agrees to permit the City and City's designated representatives to inspect and audit, as deemed necessary, all records of this Project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

### **1.2.3 DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Contract, shall be thoroughly identified and readily accessible.

### **1.2.4 FINANCIAL RECORD KEEPING**

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Contract may be requested from Consultant by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

### **1.2.5 RECORDS**

Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Contract. Such records shall be maintained for a period of four years after the term of this Contract expires (effectively a fourteen year retention period).

### **1.2.6 PROGRAM BUDGET**

Invoice expenditures eligible for payment by the City will be in accordance with the Project budget delineated in this Contract and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. Consultant shall not make any changes in the Project budget unless permission is obtained in writing from the Neighborhood Services Department Director.

### **1.2.7 METHOD OF PAYMENT**

The City shall reimburse valid invoices for approved Project budget expenditures identified in this Contract. Before paying such expenses, the City will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Contract. The City reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Contract. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Contract.

### **1.2.8 UNEXPENDED FUNDS**

In the event that City staff anticipates the total amount of funds allocated for this Contract will not be expended in the time and manner prescribed in this Contract, the City reserves the right to such unexpended portion for other projects/programs operating under the City's CDBG Program. An extension of a deadline may be authorized in writing by the City Neighborhood Services Director.

### **1.2.9 ACCOUNTING METHODS**

Expenditures charged to City CDBG funds will be accounted separately from all other revenue sources. Consultant shall maintain these records.

#### **1.2.10 REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY**

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

**1.2.10.1** Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more and a useful life of more than one year.

**1.2.10.2** Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

**1.2.10.3** Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Consultant will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Consultant with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Sections 4.3.5 and 4.3.6, Program Income, portion of the grant agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

**1.2.10.4** When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Consultant may retain such funds provided that Consultant notifies the City in writing and that Consultant uses such funds for the exclusive benefit of the Program.

**1.2.10.5** Pursuant to 24 CFR Part 570.503, the Consultant must transfer upon expiration of the term of this Contract any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Contract. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Contract, or for such longer period of time as deemed appropriate by the City. If not used as such, Consultant must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

### **1.3 MODIFICATION OR TERMINATION OF CONTRACT**

#### **1.3.1 AMENDMENT OR REVISION REQUIRED BY HUD**

Consultant and the City hereby agree to amend or otherwise revise this Contract should HUD and/or any applicable federal statutes or regulations require such modification.

#### **1.3.2 TERMINATION**

If Consultant fails to fulfill in a timely and proper manner its obligation under this Contract or shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to suspend or terminate this Contract and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to Consultant in accordance with the notice provisions of this Contract.

### **1.3.3 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract will be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion.

**END OF EXHIBIT A-1**

## **EXHIBIT B-1 REQUIRED SUBMITTALS**

### **200 GENERAL**

**200.1. The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.**

#### **200.2. PROGRAMMING AND CONCEPTUAL DESIGN PHASE (IN BASE CONTRACT)**

- 200.2.1.** Geotechnical Report (CLV Provided)
- 200.2.2.** Site Survey and Parcel Mapping
- 200.2.3.** Programming Report
- 200.2.4.** Concept Design Drawings
- 200.2.5.** Site Utilization Report
- 200.2.6.** Cost Estimate
- 200.2.7.** Review
- 200.2.8.** Submittal

#### **200.3. SCHEMATIC DESIGN PHASE**

- 200.3.1.** Specifications
- 200.3.2.** Estimate
- 200.3.3.** Deliverables
- 200.3.4.** Review Boards
- 200.3.5.** Project schedule
- 200.3.6.** LEED Equivalency
- 200.3.7.** Reviews

#### **200.4. DESIGN DEVELOPMENT PHASE**

##### **200.4.1. DOCUMENTS**

- 200.4.1.a** Drawings
- 200.4.1.b** Specifications
- 200.4.1.c** LEED Equivalency
- 200.4.1.d** Estimate
- 200.4.1.e** Value Engineering Session
- 200.4.1.f** Flood/Hydrology Report draft, if required by governing authorities
- 200.4.1.g** Submittal
- 200.4.1.h** Review

## **200.5. CONSTRUCTION DOCUMENT PHASE**

**200.5.1.** If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.

**200.5.2.** If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.

**200.5.3.** NV Energy, Lumen, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.

**200.5.4.** Construction Drawings and Specifications as described in the Scope of Services (Exhibit "A") at 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 70% and 100% submittals.

**200.5.5.** Exterior Light Fixture Cut Sheets at 90% Submittal.

**200.5.6.** Building Permit Application.

**200.5.7.** Building Department and civil Land Development section of the Building Department, plan review permit applications.

**200.5.8.** Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

**200.5.9.** Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

**200.5.10.** Drawing list with sheet title and issue date for each sheet.

**200.5.11.** Specifications contributing authors' stamps and signatures.

## **200.6. BIDDING PHASE**

**200.6.1.** All bidding documents in pdf format for posting on NGEMNV.com.

**200.6.2.** Requested and necessary addenda.

## **200.7. CONSTRUCTION ADMINISTRATION PHASE**

**200.7.1.** If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.

**200.7.2.** Drainage Compliance Report.

## **200.8. POST CONSTRUCTION PHASE**

**200.8.1.** Final Record Drawings in both electronic and mylar or acid-free bond format.

**END OF EXHIBIT B-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 TO COMPLETE	REMARKS
Programming and Conceptual Design		Completed in Base Contract.
Schematic Design / Entitlements	91	Includes minimum 21 day City review period.
Design Development	119	Includes minimum 21 day City review period.
70% Construction Documents	77	Includes minimum 21 day City review period.
90% Construction Documents	49	Includes minimum 21 day City review period.
100% Construction Documents	49	Includes minimum 21 day City review period.
Permitting		Includes minimum 21 day City review period. Permit review and City review are concurrent. See below for the permitting phase scope.
Bidding		City Determined. Anticipate about 90 days.
Construction		City Determined.
Post-Construction		City Determined.
<b>TOTAL</b>	<b>385</b>	

**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 **\$1,161,902.00**. 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	% of TOTAL	FIXED FEE	REMARKS
Schematic Design			Completed in Base Contract
<b>Schematic Design / Entitlements</b>	<b>19%</b>	<b>\$203,438.40</b>	
<b>Design Development</b>	<b>22%</b>	<b>\$241,503.40</b>	
<b>70% Construction Documents</b>	<b>16%</b>	<b>\$171,830.05</b>	
<b>90% Construction Documents</b>	<b>9%</b>	<b>\$93,092.03</b>	
<b>100% Construction Documents</b>	<b>7%</b>	<b>\$70,848.02</b>	
<b>Permitting / Bidding</b>	<b>3%</b>	<b>\$33,789.01</b>	
<b>Construction Administration</b>	<b>22%</b>	<b>\$232,741.75</b>	
<b>Post-Construction</b>	<b>2%</b>	<b>\$22,059.34</b>	
<b>TOTAL</b>	<b>100%</b>	<b>\$1,069,302.00</b>	

**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. ALTERNATE PAYMENT METHOD FOR BASIC SERVICES**

At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

**401.5. 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.** Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

**402.5.** 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	\$92,600.00	

**END OF EXHIBIT D-1**

**EXHIBIT E-1  
ADDITIONAL COMPENSATION****500 CONSULTANT HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal	\$300
Associate Principal	\$240
Senior Architect	\$210
Senior Project Manager	\$200
Architect	\$180
Project Manager	\$165
Job Captain	\$135
Drafter / Architectural Staff	\$125
Administrative	\$120
Clerical	\$95

**501 SUB-CONSULTANT HOURLY RATES**

**501.1.** The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

<b>CLASSIFICATION (Sub-consultant Lochsa - Civil Engineering)</b>	<b>HOURLY RATE</b>
Civil Director / Principal	\$250
Civil Associate Director	\$200
Civil Senior Project Manager	\$190
Civil Project Manager	\$170
Civil Project Engineer	\$160
Civil Senior Designer	\$160
Civil Designer	\$150
Civil Project Coordinator	\$140
Civil Technician	\$120

Civil Drafter	\$110
Civil Processor	\$110
Civil Intern	\$90
<b>CLASSIFICATION (Sub-consultant Lochsa - Hydrology)</b>	<b>HOURLY RATE</b>
Hydrology Director / Principal	\$250
Hydrology Associate Director	\$200
Hydrology Senior Project Manager	\$190
Hydrology Project Manager	\$170
Hydrology Project Engineer	\$160
Hydrology Senior Designer	\$160
Hydrology Designer	\$150
Hydrology Intern	\$90
<b>CLASSIFICATION (Sub-consultant Lochsa - Structural)</b>	<b>HOURLY RATE</b>
Structural Director / Principal	\$250
Structural Associate Director	\$200
Structural Senior Project Manager	\$180
Structural Project Manager	\$160
Structural Project Engineer	\$150
Structural Senior Designer	\$150
Structural Designer	\$135
Structural Intern	\$110
Structural Drafting Manager	\$170
Structural Drafting Assistant Manager	\$150
Structural Drafting Senior Designer	\$150
Structural Drafting Senior Virtual Design Coordinator	\$140
Structural Drafting Designer	\$140
Structural Drafting Virtual Design Coordinator	\$130
Structural Drafting Technician	\$120
<b>CLASSIFICATION (Sub-consultant Lochsa – Survey)</b>	<b>HOURLY RATE</b>
Survey Director / Principal	\$250
Survey Manager	\$170
Survey Technician	\$125
Survey Processor	\$110
Survey Crew Chief	\$110
Survey Crew Member	\$95
Survey Administrative Support	\$90
<b>CLASSIFICATION (Sub-consultant Lochsa - Traffic)</b>	<b>HOURLY RATE</b>
Traffic Director / Principal	\$250
Traffic Associate Director	\$200

Traffic Senior Project Manager	\$190
Traffic Project Manager	\$170
Traffic Project Engineer	\$160
Traffic Senior Designer	\$160
Traffic Designer	\$150
Traffic Intern	\$90
Traffic Counter	\$80
<b>CLASSIFICATION (Sub-consultant Lochsa - Administrative)</b>	<b>HOURLY RATE</b>
Corporate – Office/Administrative Support	\$90
Corporate – Marketing Coordinator	\$90
Corporate – Marketing Assistant	\$90

<b>CLASSIFICATION (Sub-consultant FOLK – Landscape)</b>	<b>HOURLY RATE</b>
Principal Landscape Architect	\$195
Design Director	\$170
Project Manager	\$160
Project Coordinator	\$104
Graphics	\$96
Clerical	\$60

<b>CLASSIFICATION (Sub-consultant IMEG – Structural)</b>	<b>HOURLY RATE</b>
Senior Client Executive / Senior Market Director / VP	\$310
Client Executive / Market Director	\$275
Project Executive	\$255
Senior Project Manager 2	\$230
Senior Project Manager 1	\$200
Engineer of Distinction	\$240
Senior (Engineer / Planner / Consultant) 3	\$230
Senior (Engineer / Planner / Consultant) 2	\$200
Senior (Engineer / Planner / Consultant) 1	\$180
Project (Engineer / Consultant) 2	\$160
Project (Engineer / Consultant) 1	\$150
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$130
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$115
Designer of Distinction	\$205
Senior (Designer / Authority / Consultant) 3	\$190
Senior (Designer / Authority / Consultant) 2	\$185
Senior (Designer / Authority / Consultant) 1	\$165
Project (Designer / Authority) 2	\$150

Project (Designer / Authority) 1	\$140
(Designer / Authority / Analyst) 2	\$120
(Designer / Authority / Analyst) 1	\$110
Design Technician 2	\$95
Design Technician 1 / Intern	\$90
Senior Construction Administrator	\$180
Construction Administrator	\$145
Senior Virtual Design Coordinator 2	\$135
Senior Virtual Design Coordinator 1	\$130
Virtual Design Coordinator 2	\$125
Virtual Design Coordinator 1	\$110
Virtual Design Technician	\$95
Administrative Assistant	\$85

<b>CLASSIFICATION (Sub-consultant Harris Consulting Engineers - MPE)</b>	<b>HOURLY RATE</b>
Principal	\$275
Project Manager	\$250
Engineer IV	\$220
Engineer III	\$190
Engineer II	\$170
Engineer I	\$150
Designer IV	\$185
Designer III	\$175
Designer II	\$155
Designer I	\$145
BIM / CAD Drafter IV	\$130
BIM / CAD Drafter III	\$120
BIM / CAD Drafter II	\$110
BIM / CAD Drafter I	\$100
Administrator V	\$210
Administrator IV	\$140
Administrator III	\$120
Administrator II	\$110
Administrator I	\$100

<b>CLASSIFICATION (Sub-consultant OCMI – Cost Estimating)</b>	<b>HOURLY RATE</b>
Director	\$270
Cost Estimating Manager	\$197
Senior Cost Estimator	\$187



Cost Estimator II	\$172
Cost Estimator I	\$162
Economist	\$200
Senior Risk Analyst	\$187

<b>CLASSIFICATION (Sub-consultant STF Inc. – Dry Utility Coordinator)</b>	<b>HOURLY RATE</b>
Not to exceed Standard Contract Services	n/a

## 502 ADDITIONAL SERVICES RATES

**502.1.** The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Contract.	-	-	\$0

**502.2.** These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

**502.3.** For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

**502.4.** The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

## 503 REIMBURSABLE EXPENSES

**503.1.** The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

**503.2.** For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

**503.3.** If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

**503.4.** Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, Additional Services Rates, and Reimbursable Expenses shown in this Contract, and may otherwise only be authorized by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

**503.5.** Should travel and per diem expenses be so authorized by the City:

**503.5.1.** Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

**503.5.2.** Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

**503.5.3.** Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

**503.6.** Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

**END OF EXHIBIT E-1**

## **EXHIBIT F-1 KEY PERSONNEL LIST**

### **600 CITY PERSONNEL**

- 600.1. CITY REPRESENTATIVE: Elizabeth (Liz) Duncan R.A.**
- 600.2. CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez P.E.**

### **601 CONSULTANT'S PROJECT STAFF**

The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

- 601.1. CONSULTANT REPRESENTATIVE: Victoria Cousino, AIA, WELL AP**
- 601.2. CONSULTANT REPRESENTATIVE'S SUPERVISOR: Eric M. Roberts, FAIA, NCARB, LEED AP, President/CEO**
- 601.3. RESPONSIBLE IN CHARGE PERSON: Eric M. Roberts, FAIA, NCARB, LEED AP, President/CEO**
  - 601.3.1. IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 6586**

### **602 CONSULTANT'S SUBCONSULTANTS**

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

- 602.1. CIVIL ENGINEER: Lochsa Engineering**
- 602.2. LANDSCAPE DESIGN: Folk Landscape Architects**
- 602.3. STRUCTURAL ENGINEER: IMEG Consultants Corp.**
- 602.4. MECHANICAL / PUMBING / ELECTRICAL / TECHNOLOGY ENGINEER: Harris Consulting Engineers**
- 602.5. INDEPENDENT COST ESTIMATOR (NOT the Consultant): OCMI Estimating**
- 602.6. DRY UTILITY COORDINATOR: STF Inc. (Start To Finish)**

**END OF EXHIBIT F-1**