

## PROFESSIONAL SERVICES CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY MASTERPLAN

THIS CONTRACT is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Welles Pugsley dba Simpson Coulter Studio, a Limited Liability Partnership, Hereinafter "Consultant", with offices located at 151 E. Warm Springs Rd. Las Vegas, NV 89119.

### SECTION A – Contract Overview

#### A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)	<b>Contract Synopsis</b> The legally binding Scope of Work is more fully defined in Section C	Provide professional services for the masterplan of the Department of Public Safety (DPS) Campus.		
	<b>Performance Dates</b> The Performance Period is more fully defined in Section A-2	<b>Award Date</b> See first paragraph	<b>Expiration Date</b> July 31, 2023	<b>Option Periods</b> none
	<b>Contract Type</b> As defined in Section B-1	The contract type is Fixed Fee		
	<b>Contract Amount</b> This Not-to-Exceed Amount is subject to Section C-2	\$713,575.00 Contingency - \$25,000		

(b)	<b>Contract Exhibits / Attachments</b> The following documents are hereby incorporated into this Contract			
	Exhibit A – Scope of Work Exhibit B – Fees		Exhibit C - Sample Invoice Attachment 1 - Certificate of Disclosure	

(c)	<b>City Project Manager</b> Per Section D-4, (a)	<b>Name</b> Shelly Hayden	<b>Phone</b> 702-229-3249	<b>Email</b> shayden@lasvegasnevada.gov
	<b>Company Representative</b> Per Section D-4, (b)	<b>Name</b> Sean Coulter	<b>Phone</b> 702-435-1150	<b>Email</b> scoulter@simpsoncoulter.com

(d)	<b>City Legal Notice Representative</b> per Section E-1			
	<b>Company Legal Notice Representative</b> Per Section E-1	<b>Name &amp; Title</b> Sean Coulter, Principal	<b>Address</b> 151 East Warm Springs Rd. Las Vegas, NV 89119	<b>Email</b> scoulter@simpsoncoulter.com

## **A-2 Performance Period [CAO-12/30/2020]**

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

## **SECTION B – Basic Terms**

### **B-1 Definitions [CAO-08/28/19]**

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) “*Fixed Fee Contract*” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.
- (f) “*Labor Hour Contract*” means a contract that provides for payment of labor worked at fixed hourly rates by labor category in performing the contract. The Contract price is established at a not-to-exceed amount.
- (g) “*Non-Exclusive Contract*” means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.

## **SECTION C – Scope of Work**

### **C-1 Scope of Work**

- (a) Services will be provided in accordance with the Scope of Work attached as “Exhibit A”

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## C-2 Deliverables/Schedule/Fees

- (a) The Company shall provide the following Deliverables in accordance with the following delivery schedule and the City shall pay the following amounts:

Item No.	Description	Delivery Schedule	Amount
1	Needs Assessment/Security Analysis	7 Weeks	\$207,500.00
2	Programming Documents	7 Weeks	\$311,275.00
3	Master Planning	7 Weeks	\$103,750.00
4	Conceptual Design/Cost Estimates	10 Weeks	\$91,050.00

- (b) The City will pay the amounts set forth in "Exhibit B".

## SECTION D – Special Conditions

### D-1 Payment [CAO-4.2020]

- (a) Payment: Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".
- (b) Reimbursable Travel Expenses: There are no reimbursable travel expenses authorized or payable under this Contract.

### D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

### D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the City within sixty (60) days monthly, for work performed to date. Consultant shall use the City's Standard Invoice for billing, see Exhibit C for Sample Invoice to be used.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.
- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
  - (ii) copy of the applicable Deliverable associated with the invoice

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar

days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

#### **D-4 Project Manager/Company Representative [CAO-8/28/19]**

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

#### **D-5 Insurance [CAO-04/2020]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
  - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have

been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.

- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

#### **D-6 Warranty – Services [CAO-4/2020]**

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

#### **D-7 through D-17 – Reserved**

#### **D-18 Holidays/Weekends [CAO-01/20/16]**

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day  
Nevada Admission Day  
Veterans Day  
Thanksgiving Day and Friday After  
Christmas Day  
New Year's Day

**D-19 Liquidated Damages [CAO-01/20/2016]**

Assessment of liquidated damages does not apply to this Contract.

**SECTION E – General Conditions**

**E-1 Legal Notice [CAO-4/2020]**

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
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FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

**E-2 Disputes [CAO-4/2020]**

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

### **E-3 Notice of Delay [CAO-01/20/16]**

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

### **E-4 Termination for Convenience [CAO-08/22/2019]**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

### **E-5 Event of Default [CAO-12/30/2020]**

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

### **E-6 Termination for Default [CAO-4/2020]**

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

#### **E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]**

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

#### **E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]**

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
  - (i) Description of services to be performed or goods to be provided.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.
  - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

#### **E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.



- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

#### **E-10 Order of Precedence [CAO-7/24/08]**

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

#### **E-11 Severability [CAO-7/24/08]**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

#### **E-12 Waiver [CAO-7/24/08]**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

#### **E-13 Modification/Amendment [CAO-7/24/08]**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

#### **E-14 Assignment [CAO-7/24/08]**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

#### **E-15 Indemnification [CAO-4/2020]**

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

#### **E-16 Patent Indemnity [CAO-12/30/2020]**

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

#### **E-17 Audit of Records [CAO-5/2/12]**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

#### **E-18 Confidentiality – City Information [CAO-4/2020]**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least

the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-19 Marketing Restrictions [CAO-4/2020]**

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

#### **E-20 Intellectual Property Rights [CAO-4/2020]**

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

#### **E-21 Taxes/Compliance with Laws [CAO-08/01/13]**

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

#### **E-22 Licenses/Registrations [CAO-01/20/16]**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

#### **E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]**

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons

doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

#### **E-24 Employment of Unauthorized Aliens [CAO-01/20/16]**

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

#### **E-25 Conforming Services [CAO-4/2020]**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

#### **E-26 Independent Contractor [CAO-4/2020]**

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

#### **E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

#### **E-28 Conflict of Interest (City Officials) [CAO-4/2020]**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract,

shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

#### **E-29 Public Records [CAO-5/2/12]**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

#### **E-30 Use By Other Government Entities [CAO-01/20/16]**

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

#### **E-31 Certification – No Israel Boycott [CAO-4/2020]**

*(Applicable to contracts with an estimated annual amount over \$100,000)*

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

#### **E-32 Counterpart Signatures [CAO-9/24/08]**

This Contract 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.

**E-33 Miscellaneous [CAO – 4/2020]**

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

**CITY OF LAS VEGAS**

**SIMPSON COULTER STUDIO**

\_\_\_\_\_  
Tonya Kemble  
Manager, Purchasing & Contracts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Coulter, AIA LEED AP  
Principal, Simpson Coulter Studio

9.29.22

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LUANN D. HOLMES, MMC  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
John S. Ridilla  
Deputy City Attorney

9/27/22

\_\_\_\_\_  
Date

John S. Ridilla  
Chief Deputy City Attorney

## EXHIBIT A - SCOPE OF WORK

### 100 GENERAL

#### 100.1 PROJECT SITE

- Masterplan will be concentrating on the City Owned property at 3300 Stewart Avenue. DPS is scattered throughout many other facilities in the city and are to be reunited at what is referred to as the DPS Detention Facility located at 3300 Stewart Avenue, Las Vegas, NV.

#### 100.2 PROJECT PROGRAM

- Perform a needs assessment of the DPS Detention Facility along with other DPS services that will be relocated to this Facility, including and not limited to Animal Control, Marshal Administration, and the Lock Shop.
- Evaluate the current facilities, determine the future needs of the campus, including staff and inmates. The needs assessment will indicate the future operational needs of the staff, users, inmates and other stakeholders of these facilities.
- Conduct meetings and perform interviews with stakeholders and users of the facilities to determine the operational needs, documents finds and make recommendations for upgrading and or remodeling the existing facilities.
- Provide estimated cost breakdowns for each phase of the work and showing the extent of the work and all the criteria needed for that work.
- Perform a geotechnical investigation of the existing site and provide a written report. Site conditions are critical at this location and a thorough investigation is needed to determine the extent the site can be utilized in the future.
- Major System to be included in the basic analysis of Cell Block 5 & 6 (CB 1&2 and CB 3&4 are copies), Culinary Building, and other support facilities:
  1. Evaluation of all utilities on site: water, gas, electric (cable tray and conduits – no MC Cable), HVAC, phone lines, cable, and back-up generator.
  2. Telecommunications, infrastructure with fiber feed-back to City's main server, DAS, WiFi, Card Readers (Lenel), Antenna Systems for detention control of campus, Control Center.
  3. PVC roofing with 30-year Warranty, energy efficient to meet code.
  4. LEED – not required to be certified but follow silver design standards.
  5. Evaluation of the needs for the different support facilities on the campus: kitchen, laundry, intake, dining, cells, isolation, health care, mental health, control center, sallyport, booking, shooting range, maintenance, training, staff support area, outdoor rec area, administration offices and other support facilities. This includes both the needs of inmates as well as staff.

### 200 CONSULTANT RESPONSIBILITIES

#### 200.1 NEEDS ASSESSMENT

- Obtain plans and documents from the city to review the existing facilities. City will provide previous needs assessment produced in 2006.
- On-site meetings to discuss scope and schedule. Have one or two-day workshops to identify the program needs, adjacency requirements and all operational goals.
- Tour all the facilities where DPS is currently located for example, 28<sup>th</sup> Street, Downtown Library and the DPS Detention Facility and Administration.
- Basic evaluation of remaining facilities to include utilities (electrical, technology, mechanical, plumbing) security systems (camera, card readers, door controls, etc), telecommunications and roofing.
- Interview inter-department staff including: Marshals, Business Office, Records, SERT, Detention, Internal Affairs, Evidence and Armory, Lockshop, Animal Control, Classification, Operations & Maintenance, Control Room, LEST, Training, Administration, Data and Analysis.
- Document all interviews and current conditions of existing facilities, it will become part of the existing facilities document.
- Prepare a geotechnical report of the 3300 Stewart Ave campus that includes 8 borings locations to a depth of 30 to 50 feet and provide a geotechnical report of findings/results.

- Prepare a boundary and topographical map of the existing 3300 Stewart Ave. Campus that will include a utility survey and aerial mapping of the existing buildings and site amenities.
- Prepare a report documenting the finding for the bullet points above.

#### 200.2 SECURITY ANALYSIS/EVELEOPMENT

- Review the existing security systems of Cell Block Unit 5 & 6 (CB 1&2 and CB 3&4 are copies), Culinary Building, and other support facilities. Please note that Unit 5&6 does not currently have cell restrooms unlike 1&2 and 3&4.
- Security systems to include the door control, gate/fence controls (Sallyports), video viewing, video recording, intercom, paging, access control, utility interface, control center, and Uninterruptible Power Supply (UPS) systems.
- Conduct a review of the existing drawings and site conditions.
- Conduct a field investigation of the current site and building conditions as it relates to security.
- Provide coordination with the user agency for any special requirements and/or conditions.
- Provide recommendations and coordination requirements for tying into the existing security systems.
- Needs required for having a mental health wing in the detention facility.
- Provide security system scope requirements for the new buildings and site.
- Security controls is currently Genetac through Stanley and Card Readers are On-Guard Lenel.

#### 200.3 PROGRAMMING

- Develop a programming document which shows the required spaces, security systems and the user needs:
  1. Executive Summary – Overall summary of the document and the goals of masterplan.
  2. Program Overview – Overall summary of the square footage of each building.
  3. Quantitative Report – A list of each programmatic function and space with assigned area.
  4. Qualitative Narratives – a space by space analysis documents a general description of each space, specific architectural and engineering needs, functional needs, area and number of occupants.
- Presentation of the program to the stakeholders.

#### 200.4 MASTERPLAN

- Develop a masterplan that consolidates the entire DPS to be located at one location which will be the 3300 Stewart Ave Campus, including:
  1. Overall Site organization
  2. Determine which, if any, structures will remain. As well as, extent of remodel necessary.
  3. Develop construction phasing plans based on 24/7 operational needs. Which buildings will be done and in what order to keep facility operational.
  4. Develop block diagrams demonstrating potential buildings/spaces locations.
  5. Develop massing studies to determine potential building heights and floors.
- Presentation of masterplan to the stakeholders.

#### 200.5 CONCEPTUAL DESIGN

- Provide up to (2) two conceptual design schemes. These will be generated based on the approved program document and master plan layout determined through meeting with stakeholders. These conceptual design will include:
  1. Overall Site Plan
  2. Floor Plans of each building
  3. Elevations of each building
  4. Colored renderings of the conceptual design, up to a total of (4) 24/36 renderings.
- Conceptual cost estimate of each phase, with up to three (3) different schemes.

### 300 DELIVERABLES

#### 300.1 CONTRACT REQUIRED DELIVERALBES

- Needs Assessment Report
- Geotechnical Soils Report
- Programming Documents including items listed in 200.3



- Masterplan Concept (including site configuration and phasing).
- Conceptual Design Package to include site plan, floor plans, exterior elevations and up to four(4) renderings.
- Cost estimates of the construction based on the conceptual (2) schemes.
- PDF, DWG, and DOC of all documents at the end of the project to be delivered to the city.
- SGS, PDG and TJK to attend all local meetings in-person.
- RS Security to attend up to two (2) in-person meetings and attend the needs assessment site walk, additional meetings he can be present via virtual meeting format.
- MSE to attend up to two (2) in-person meetings and attend the needs assessment site walk, additional meetings he can be present via virtual meeting format.

#### 400 SCHEDULE

##### 400.1 PERFORMANCE SCHEDULE

- The time allotted for each phase is indicated in the following table.

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Needs Assessment	64	Includes 2 week City review period.
Programming	64	Includes 2 week City review period.
Masterplan	64	Includes 2 week City review period.
Conceptual Design	64	Includes 2 week City review period.
Cost Estimates	21	
<b>TOTAL</b>	<b>277</b>	

- The Calendar days to complete the phases shown in the table begins upon authorization to proceed for this phase and complete after owner review. Future documents will incorporate the revision and comments received from the owner.
- If the consultant intends to apply for additional compensation for services during an allowed period, permission must be requested in writing and written approval granted by the City prior to providing any such services.
- Any requested time extensions must be requested in writing

END EXHIBIT A

## EXHIBIT B - FEES

### 500 TOTAL COMPENSATION

#### 500.1 FEES

- Total Compensation is to be paid to the Consultant for performance of this Contract based on phases being completed. Payments can be made on a monthly basis for percent complete. Increases to total compensation may only be authorized by written amendment to this Contract. Total compensation amount is comprised of the parts described below in the fee breakdown table.

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Needs Assessment	29%	\$207,500.00	
Programming	44%	\$311,275.00	
Masterplan	15%	\$103,750.00	
Conceptual Design	9%	\$ 69,200.00	
Cost Estimate	3%	\$ 21,850.00	
	%	\$0.00	
	%	\$0.00	
	<b>TOTAL</b>	<b>\$713,575.00</b>	

#### 500.2 ADDITIONAL SERVICES ALLOWANCE

- Not-To-Exceed allowance for additional services is hereby established as set forth below. The City shall pre-authorize in writing any additional services up to the total not-to-exceed cost. Services performed prior to receiving the required written authorization from the

ADDITIONAL SERVICES ALLOWANCE		COMMENTS
<b>TOTAL NOT-TO-EXCEED COST</b>	\$25,000.00	

### 600 ADDITIONAL COMPENSATION

#### 600.1 CONSULTANT HOURLY RATE

- 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.

CLASSIFICATION	HOURLY RATE
Principal	\$310
Associate Principal	\$225
Sr. Project Architect/Manager	\$190
Project Architect/Manager	\$165
Interior Designer	\$165
Architect	\$145
Intern (Arch or Interior)	\$135
Senior BIM Production	\$120
Administrative Specialist	\$105
Administrative	\$90

#### 600.2 REIMBURSABLE EXPENSES

- The following Reimbursable Expenses are allowed.

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

- Contractor travel is included in the basic services contract, so there will be no additional compensation for reimbursement.

END EXHIBIT B

## EXHIBIT C – SAMPLE INVOICE

**NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.**

Project Name:  
Contract No.:  
Purchase Order No.:  
Hansen #:  
Invoice Number  
Period of Performance for this Pay Request:  
Invoice Date:

Consultant:  
Project Number:  
Consultant Rep:  
Consultant Phone:  
CLV Project Manager:  
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
1	Conceptual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Conceptual				\$0.00	\$0.00			
					\$0.00	\$0.00			
2	Schematic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Schematic				\$0.00	\$0.00			
					\$0.00	\$0.00			
3	Design Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Design Development				\$0.00	\$0.00			
					\$0.00	\$0.00			
4	90% Construction Documents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	90% Construction Documents				\$0.00	\$0.00			
					\$0.00	\$0.00			
5	100% Construction Documents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	100% Construction Documents				\$0.00	\$0.00			
					\$0.00	\$0.00			
6	Bidding Phase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Bidding Phase				\$0.00	\$0.00			
					\$0.00	\$0.00			
7	Construction Phase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Construction Phase		\$0.00		\$0.00	\$0.00			
					\$0.00	\$0.00			
8	Post-Construction Phase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Post-Construction Phase		\$0.00		\$0.00	\$0.00			
					\$0.00	\$0.00			
	Not-to-Exceed Total Basic Services Fee	\$0.00	\$0.00						

Additional Services Allowance:									
ASR#	Total Additional Services Authorized	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
1	0				\$0.00	\$0.00			
2	0				\$0.00	\$0.00			
3	0				\$0.00	\$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	\$0.00	\$0.00	
Authorized Additional Services:	\$0.00	\$0.00	
Unauthorized Additional Services Remaining:		\$0.00	
TOTAL AMOUNT OF INVOICE:		\$0.00	

Total PO Amount:	\$0.00
Total Contracted Amount:	\$0.00
Total Billed to Date:	\$0.00
PO Balance:	\$0.00
Contract Balance:	\$0.00

**NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.**

## **ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS**