EXHIBIT A
CBE NO. 601435-09
SCOPE OF WORK
ARCHITECTURAL AND ENGINEERING SERVICES FOR 309 SOUTH THIRD STREET BOILER & COOLING TOWER REPLACEMENT

DESCRIPTION OF PROJECT: Boiler and Cooling Tower replacement.

PROJECT LOCATION: 309 South Third Street, Las Vegas Nevada.

BACKGROUND: Funded maintenance replacement of mechanical equipment that is beyond economic repair.

OWNER'S REPRESENTATIVE

AND INVOICE SUBMITTAL: Fernando Martinez, Construction Project Coordinator
Clark County Real Property Management Department (RPM)
500 South Grand Central Parkway, 4th Floor
P.O. Box 551825
Las Vegas, Nevada 89155-1825
Telephone Number: (702) 455-6732

PROJECT CONSTRUCTION BUDGET: PROJECT shall be designed so that the construction cost shall not exceed $725,000.

PROJECT COMPLETION: The Work for the Project shall be completed in final, approved form, presented to RPM and filed into the jurisdictional building department (within which the project resides) plans check process, no later than TBD (___) calendar days after the Notice to Proceed is issued.
## II. SCHEDULE OF DESIGNATED SERVICES

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<td>Responsibility: (C=Consultant; O=Owner; N=NIC; J=Job)</td>
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### Project Admin and Management Services

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### Pre-Design Services

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### Design Services

| .23 Architectural Design/Documentation |
| .24 Structural Design/Documentation |
| .25 Mechanical Design/Documentation |
| .26 Electrical Design/Documentation |
| .27 Civil Design/Documentation |
| .28 Landscape Design/Documentation |
| .29 Interior Design/Documentation |
| .30 Special Design/Documentation |
| .31 Materials Research/Specifications |

### Designing or Negotiation Services

| .32 Bidding Materials |
| .33 Addenda |
| .34 Bidding/Negotiation |
| .35 Analysis of Alternates/Substitutions |
| .36 Special Bidding |
| .37 Bid Evaluation |
| .38 Contract Award |

### Project Administration Services

| .39 Submittal Services |
| .40 Observation Services |
| .41 Project Representation |
| .42 Testing and Inspection Administration |
| .43 Supplemental Documentation |
| .44 Quotation Requests/Change Orders |
| .45 Contract Cost Accounting |
| .46 FF&E Installation Administration |
| .47 Interpretations and Decisions |
| .48 Project Closeout |

### Contract Administration Services

| .49 Maintenance and Operational Programming |
| .50 Start-Up Assistance |
| .51 Record Drawings |
| .52 Warranty Review |
| .53 Post-Contract Evaluation |

| Prepare comprehensive QA/QC testing specifications |
| Owner-supplied Division 1 responsibility |
| Owner-supplied Division 1 responsibility |
| Owner-supplied Division 1 responsibility |
| Coordinate with 3rd party QAA firm |
| Owner-supplied Division 1 responsibility |
| Owner-supplied Division 1 responsibility |
| Owner-supplied Division 1 responsibility |
| Owner-supplied Division 1 responsibility |
| Requires preparation of warranty matrix |

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## II. SCHEDULE OF DESIGNATED SERVICES (continued)

### PROJECT: 309 S 3RD STREET BOILER AND COOLING TOWER

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<tr>
<th>Project #</th>
<th>Date</th>
<th>Remarks and Exceptions</th>
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<td>0.54 Special Studies</td>
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<td>0.55 Tenant-Related Services</td>
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<td>0.62 Renderings</td>
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<td>0.66 Life Cycle Cost Analysis</td>
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<td>0.67 Value Analysis</td>
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<td>0.68 Energy Studies</td>
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<td>0.70 Detailed Cost Estimating</td>
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<td>0.71 Environmental Monitoring</td>
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<td>0.72 Expert Witness</td>
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<td>0.73 Materials and Systems Testing</td>
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<td>Prepare comprehensive OAA / required testing(specification)</td>
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<td>0.74 Demolition Services</td>
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<td>0.75 Mock-Up Services</td>
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<td>0.76 Coordination of Designated Services</td>
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<td>0.83 Extended Contract Administration/Management</td>
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### PROJECT MEETINGS

**C** = Limited to twice per month during design & construction

### Other Services

- **C** = Consultant (Architect or Engineer)
- **O** = Owner (Clark County Real Property Management)
- **NIC** = Not In Contract
- **J** = Joint Responsibility between Owner & Consultant
A. DESIGNATED SERVICES:

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

B. PHASES OF DESIGNATED SERVICES

1. Pre-Design Phase. The Pre-Design Phase is the stage in which the OWNER’s program, the financial and time requirements, and the scope the Project are established.

2. Site Analysis Phase. The Site Analysis Phase is the stage in which site-related limitations and requirements for the Project are established.

3. Schematic Design Phase. The Schematic Design Phase is the stage in which the general scope, conceptual design, and the scale and relationship of components of the Project are established.

4. Design Development Phase. The Design Development Phase is the stage in which the size and character of the Project are further refined and described, including architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

5. Contract Documents Phase. The Contract Documents Phase is the stage in which the requirements for the Work are set forth in detail.

6. Bidding or Negotiations Phase. The Bidding or Negotiations Phase is the stage in which bids or negotiated proposals are solicited and obtained and in which contracts are awarded.

7. Contract Administration Phase. The Contract Administration Phase is the stage in which the Work is performed by one or more Contractors.

8. Post-Contract Phase. The Post-Contract Phase is the stage in which assistance in the OWNER’s use and occupancy of the Project is provided.

9. Supplemental Services. Supplemental Services may be provided, however, during a single phase or several phases and may not necessarily follow the normal chronological sequence.

C. DESCRIPTIONS OF DESIGNATED SERVICES

A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

.01 Project Administration services consisting of administrative functions including:

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

.02 Disciplines Coordination/Document Checking consisting of:

.01 Coordination between the architectural work and the work of engineering and other disciplines involved in the Project
.02 Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT’s subconsultant(s).

.03 Agency Consulting/Review/Approval services, including:

.01 Agency consultations
.02 Research of critical applicable regulations
.03 Research of community attitudes
.04 Preparation of written and graphic explanatory materials
.05Appearances of OWNER’s behalf at agency and community meetings
The services below apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but significant influence on approving agencies and individuals, including:

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

.04 **OWNER-Supplied Data Coordination**, including:

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

.05 **Schedule Development/Monitoring** services, including:

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

.06 **Preliminary Estimate of the Cost of the Work**, including:

.01 Preparation of a preliminary estimate of the Cost of the Work
.02 Review and update the preliminary estimate of the Cost of the Work during subsequent phases

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

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

**B. PRE-DESIGN SERVICES**

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

.01 Design objectives, limitations and criteria
.02 Development of initial approximate gross facility areas and space requirements
.03 Space relations
.04 Number of functional responsibilities personnel
.05 Flexibility expandability
.06 Special equipment and systems
.07 Site requirements
.08 Development of a preliminary budget for the Work based on programming and scheduling studies
.09 Operating procedures
.10 Security criteria
.11 Communications relationships
.12 Project schedule

.09 **Space Schematics/Flow Diagrams** consisting of diagrammatic studies and pertinent descriptive text for:

.01 Conversion of programmed requirements to net area requirements
.02 Internal functions
.03 Human, vehicular and material flow patterns
.04 General space allocations
.05 Analysis of operating functions
.06 Adjacency
.07 Special facilities and equipment
.08 Flexibility and expandability

.10 Existing Facilities Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

.01 Photography
.02 Field measurements
.03 Review of existing design data
.04 Analysis of existing structural capabilities
.05 Analysis of existing mechanical capabilities
.06 Analysis of existing electrical capabilities
.07 Review of existing drawings for critical inaccuracies, and the development of required measured drawings

.11 Marketing Studies relating to determination of social, economic and political need for and acceptability of the Project and consisting of:

.01 Determination with OWNER of the scope, parameters, schedule and budget for marketing studies
.02 Identification, assembly, review and organization of existing pertinent data
.03 Arrangement of clearances for use of existing data
.04 Mail survey studies
.05 Personal survey studies
.06 Analysis of data
.07 Assistance in obtaining computerized analysis and modeling
.08 Computerized analysis and modeling
.09 Preparation of interim reports
.10 Preparation of final report
.11 Assistance production of final report

.12 Economic Feasibility Studies consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:

.01 Total Project cost
.02 Operation and ownership cost
.03 Financing requirements
.04 Cash flow for design, construction and operation
.05 Return on investment studies
.06 Equity requirements

.13 (NOT APPLICABLE) Project Financing services as required in connection with:

.01 Assistance to OWNER in preparing and submitting data, supplementary drawings and documentation
.02 Research of financing availability
.03 Direct solicitation of financing sources by the CONSULTANT

Project financing services are required for:

.04 Development costs
.05 Site control and/or acquisition
.06 Pre-design and site analysis services
.07 Planning, design, documentation and bidding services
.08 Interim or construction financing
.09 Permanent or long-term financing

C. SITE DEVELOPMENT SERVICES

.14 Site Analysis and Selection consisting of:

.01 Identification of potential site(s)
.02 On-site observations
.03 Movement systems, traffic and parking studies
.04 Topography analysis
.05 Analysis of deed, zoning and other legal restrictions
.06 Studies of availability of labor force to staff OWNER's facility
.07 Studies of availability of construction materials, equipment and labor
.08 Studies of construction market
.09 Overall site analysis and evaluation
.10 Comparative site studies

.15 Site Development Planning consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:

.01 Land utilization
.02 Structures placement
.03 Facilities development
.04 Development phasing
.05 Movement systems, circulation and parking
.06 Utilities systems
.07 Surface and subsurface conditions
.08 Ecological studies
.09 Deeds, zoning and other legal restrictions
.10 Landscape concepts and forms

.16 Detailed Site Utilization Studies consisting of detailed site analyses, based on the approved conceptual site development design, including:

.01 Land utilization
.02 Structures placement
.03 Facilities development
.04 Development phasing
.05 Movement systems, circulation and parking
.06 Utilities systems
.07 Surface and subsurface conditions
.08 Review of soils report
.09 Vegetation
.10 Slope analysis
.11 Ecological studies
.12 Deeds, zoning and other legal restrictions
.13 Landscape forms and materials

.17 On-Site Utility Studies consisting of establishing requirements and preparing initial designs for on-site:

.01 Electrical service and distribution
.02 Gas service and distribution
.03 Water supply and distribution
.04 Site drainage
.05 Sanitary sewer collection and disposal
.06 Process waste water treatment
.07 Storm water collection and disposal
.08 Central-plant mechanical systems
.09 Fire systems
.10 Emergency systems
.11 Security
.12 Pollution control
.13 Site illumination
.14 Communications systems

.18 Off-Site Utility Studies consisting of:

.01 Confirmation of location, size and adequacy of utilities serving the site
.02 Determination of requirements for connections to utilities
.03 Planning for off-site utility extensions and facilities
.04 Design of off-site utility extensions and facilities

.19 Environmental Studies and Reports consisting of:

.01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements
.02 Ecological studies
.03 Preparation of environmental assessment reports
.04 Preparation of environmental impact reports
.05 Attendance at public meetings and hearings
.06 Presentations to governing authorities

.20 Zoning Processing Assistance consisting of:

.01 Assistance in preparing applications
.02 Development of supporting data
.03 Preparation of presentation materials
.04 Attendance at public meetings and hearings

.21 Geotechnical Engineering services, including, but not limited to:

.01 Test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsurface conditions.
.02 Reports and appropriate professional recommendations.

.22 Site Surveying services, to include:

.01 Furnishing a survey by licensed surveyor, describing the physical characteristics, legal limitations and utility locations for the site of the Project, including a written legal description of the site.
.02 Include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the side, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, includinginvert depths. All information shall be referenced to a project benchmark.

D. DESIGN SERVICES

.23 Architecture Design/Documentation:

.01 During the Schematic Design Phase, responding to program requirements and preparing:

.01 Review of OWNER's Program and Budget
.02 Conceptual site and building plans
.03 Preliminary sections and elevations
.04 Preliminary selection of building systems and materials
.05 Development of approximate dimensions, areas and volumes
.06 Perspective sketch(es)
.07 Study model(s)

.02 During the Design Development Phase consisting of continued development expansion of Architecture Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

.01 Plans, sections and elevations
.02 Typical construction details
.03 Three-dimensional sketch(es)
.04 Study model(s)
.05 Final materials selection
.06 Equipment layouts

.03 During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

.24 Structural Design/Documentation:

.01 During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

.01 A predetermined structural system
.02 Alternate structural systems
.02 During the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:

.01 Basic structural system and dimensions
.02 Final structural design criteria
.03 Foundation design criteria
.04 Preliminary sizing of major structural components
.05 Critical coordination clearances
.06 Outline Specifications or materials lists

.03 During the Contract Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth the detail the structural construction requirement for the Project.

.25 Mechanical Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

.01 Energy source(s)
.02 Energy conservation
.03 Heating and ventilating
.04 Air conditioning
.05 Plumbing
.06 Fire protection
.07 General space requirements

.02 During the Design Development Phase consisting of continued development expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:

.01 Approximate equipment sizes and capacities
.02 Preliminary equipment layouts
.03 Required space for equipment
.04 Required chases and clearances
.05 Acoustical and vibration control
.06 Visual impacts
.07 Energy conservation measures

.03 During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

.26 Electrical Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

.01 Power service and distribution
.02 Lighting
.03 Telephones
.04 Fire detection and alarms
.05 Security systems
.06 Electronic communications
.07 Special electrical systems
.08 General space requirements

.02 During the Design Development Phase consisting of continued development expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:

.01 Criteria for lighting, electrical and communications systems
.02 Approximate sizes and capacities of major components
.03 Preliminary equipment layouts
.04 Required space for equipment
.05 Required chases and clearances
03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.

27 **Civil Design/Documentation:**

01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

01 On-site utility systems
02 Fire protection systems
03 Drainage systems
04 Paving

02 During the Design Development Phase consisting of continued development and expansion of Civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site civil engineering work.

03 During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Projects.

28 **Landscape Design/Documentation:**

01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work.

03 During the Contract Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

29 **Interior Design/Documentation:**

01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment development conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

01 Partition locations
02 Furniture and equipment layouts
03 Types and qualities of finishes and materials for furniture, furnishings and equipment

02 During the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:

01 Interior construction of the Project
02 Special interior design features
03 Furniture, furnishings and equipment selections
04 Materials, finishes and colors

03 During the Contract Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth the detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.

30 **Special Design/Documentation**, including:

01 Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions (additive alternates) of the Work.
02 Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the Scope of Work.
03 Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
04 Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work.

31 Materials Research/Specifications:

01 During the Schematic Design Phase consisting of:

01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
03 Coordination of similar activities of other disciplines

02 During the Design Development Phase consisting of activities by OWNER’s architectural staff in:

01 Presentation of proposed General and Supplementary Conditions of the Contract for OWNER’s approval
02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
03 Coordination of similar activities of other disciplines
04 Production of design manual including design criteria and outline Specifications or materials lists

03 During the Contract Documents Phase consisting of activities of OWNER’s architectural staff in:

01 Assistance to the OWNER in development and preparation of bidding and purchasing information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Contract between the OWNER and Contractor(s)
02 Assistance to the OWNER in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
04 Coordination of the development of Specifications by other disciplines
05 (NOT APPLICABLE) Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications

E. BIDDING OR NEGOTIATION SERVICES

32 Bidding Materials services consisting of organizing and handling Bidding Documents for:

01 Coordination
02 Reproduction
03 Completeness review
04 Distribution (NOT APPLICABLE)
05 Distribution records (NOT APPLICABLE)
06 Retrieval (NOT APPLICABLE)
07 Receipt and return of document deposits (NOT APPLICABLE)
08 Review, repair and reassembly of returned materials

33 Addenda services consisting of preparation of Addenda information as may be required during bidding or negotiations and including supplementary Drawings, Specifications, instructions and (NOT APPLICABLE) notice(s) of changes in the bidding schedule and procedure. Distribution of Addenda performed by Clark County Purchasing and Contracts.

34 Bidding/Negotiation services consisting of:

01 Assistance of OWNER in establishing list of Bidders or RESPONDENTs
02 (NOT APPLICABLE) Prequalification of Bidders or RESPONDENTs
03 Participation in pre-bid conferences
04 Responses to OWNER regarding questions received from Bidders or RESPONDENTs and clarifications or interpretations of the Bidding Documents
.05 Attendance at bid opening(s)
.06 (NOT APPLICABLE) Documentation and distribution of bidding results

.35 Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or RESPONDENTs either prior or subsequent to receipt of Bids or proposals.

.36 Special Bidding services consisting of:

.01 Attendance at bid openings, participation in negotiations, and documentation of decisions of multiple contracts or phased Work
.02 Technical evaluation of proposals for building systems
.03 Participation in detailed evaluation procedures for building systems proposals

.37 (NOT APPLICABLE) Bid Evaluation services consisting of:

.01 Validation of bids or proposals
.02 Participation in review of bids or proposals
.03 Evaluation of bids or proposals
.04 Recommendation on award of Contract(s)
.05 Participation in negotiations prior to or following decisions on award of the Contract(s)

.38 Contract Award services consisting of:

.01 (NOT APPLICABLE) Notification of Contract award(s)
.02 (NOT APPLICABLE) Assistance in preparation of Construction Contract forms for approval by OWNER
.03 (NOT APPLICABLE) Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
.04 (NOT APPLICABLE) Receipt, distribution and processing, for OWNER’s approval of required certificates of insurance, bonds and similar documents
.05 Preparation and distribution to Contractor(s), on behalf of the OWNER, of notice(s) to proceed with the Work

F. CONTRACT ADMINISTRATION SERVICES

.39 Submittal Services consisting of:

.01 Processing of submittals, including receipt, review of, and appropriate action of Shop Drawings, Project Data, Samples and other submittals required by the Contract Documents
.02 Distribution of submittals to OWNER, Construction Contractor and/or CONSULTANT’s field representative as required
.03 Maintenance of master file of submittals
.04 Related communications

.40 Observation Services consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the OWNER and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications.

.41 Project Representation consisting of selection, employment and direction of:

.01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be set forth in an exhibit to be incorporated in this Contract.

.42 Testing and Inspection Administration relating to independent inspection and testing agencies, consisting of:

.01 Administration and coordination of field testing required by the Contract Documents
.02 Recommending scope, standards, procedures and frequency of testing and inspections
.03 Arranging for testing and inspection on OWNER’s behalf
.04 Notifying inspection and testing agencies of status of Work requiring testing and inspection
.05 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
.06 Review of reports on inspections and test and notification to OWNER and Construction Contractor(s) of observed deficiencies in the Work
.43 **Supplemental Documentation** services consisting of:

.01 Preparing, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Contractor(s) or the OWNER

.02 Forwarding OWNER’s instructions and providing guidance to the Construction Contractor(s) on the OWNER’s behalf relative to changed requirements and schedule revisions

.44 **Quotation Requests/Change Orders** consisting of:

.01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified

.02 Review of proposals from Construction Contractor(s) for reasonableness of quantities and costs of labor and materials

.03 Review and recommendations relative to changes in time for Substantial Completion

.04 Negotiations with Construction Contractor(s) on OWNER’s behalf relative to costs of Work proposed to be added, deleted or modified

.05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction

.06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work

.45 **Contract Cost Accounting** services consisting of:

.01 Maintenance of records of payments on account of the Contract Sum and all changes thereto

.02 Evaluation of Applications for Payment and certification thereof

.03 Review and evaluation of expense data submitted by the Construction Contractor(s) for Work performed under cost-plus-fee arrangements

.46 **Furniture, Furnishings and Equipment Installation Administration** consisting of:

.01 Assistance to the OWNER in coordinating schedules for delivery and installation of the Work

.02 Review of final placement and inspection for damage, quality, assembly and function to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents

.47 **Interpretations and Decisions** consisting of:

.01 Review of claims, disputes or other matters between the OWNER and Contractor relating to the execution or progress of the Work as provided in the Contract Documents

.02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for Construction or the General Conditions of the Contract, for Furniture, Furnishings and Equipment and for Resolution of Claims and disputes

.48 **Project Closeout** services initiated upon notice from the Construction Contractor(s) that the Work, or a designated portion thereof which is acceptable to the OWNER, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

.01 A detailed inspection with the OWNER’s representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Contractor(s) of items to be completed or corrected

.02 Determination of the amounts to be withheld until final completion

.03 Securing and receipt of the consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)

.04 Issuance of Certificate(s) of Substantial Completion

.05 Inspection(s) upon notice by the Construction Contractor(s) that the Work is ready for final inspection and acceptance

.06 Notification to OWNER and Construction Contractor(s) of deficiencies found in follow-up inspection(s), if any

.07 Final inspection with the OWNER’s representative to verify final completion of the Work

.08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bonds indemnifying the OWNER against liens

.09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)

.10 Issuance of final Certificate(s) for Payment
G. POST-CONTRACT SERVICES

.49 Maintenance and Operational Programming services consisting of:

.01 Assistance in the establishment by the OWNER of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
.02 Arranging for the coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives
.03 Assistance in the preparation of operations and maintenance manual(s) for the OWNER's use

.50 Start-Up Assistance consisting of:

.01 On-site assistance in the operation of building systems during initial occupancy
.02 Assistance in the training of the OWNER's operation and maintenance personnel in proper operations, schedules and procedures
.03 Administration and coordination of remedial work by the Construction Contractor(s) after final completion

.51 Record Drawing services consisting of:

.01 Making arrangements for obtaining from Construction Contractor(s) information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
.02 Review of general accuracy of information submitted and certified by the Construction Contractor(s)
.03 Preparation of record drawings based on certified information furnished by the Construction Contractor(s)
.04 Transmittal or record drawings and general data, appropriately identified, to the OWNER and others as directed

.52 Warranty Review consisting of:

.01 Consultation with recommendation to the OWNER during the duration of warranties in the connection with inadequate performance of materials, systems and equipment under warranty
.02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
.03 Documenting defects or deficiencies and assisting the OWNER in preparing instructions to the Construction Contractor(s) for correction of noted defects

.53 Post-Contract Evaluation consisting of a Project Inspection at least one year after completion of the Work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:

.01 The initial Project programming versus actual facility use
.02 The functional effectiveness of planned spaces and relationships
.03 The operational effectiveness of systems and materials installed

H. SUPPLEMENTAL SERVICES

.54 Special Studies consisting of investigation, research and analysis of the OWNER's special requirements for the Project and documentation of findings, conclusions and recommendations for:

.01 Master planning to provide design services relative to further facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase
.02 Providing special studies for the Project such as analyzing acoustical or lighting requirements, record retention, communications and security systems

.55 Tenant-Related Services consisting of design and documentation services for tenants or potential tenants relating to:

.01 Space planning, partition and furnishings locations, and furniture and equipment layouts
.02 Material and color selections and coordination
.03 Adaptation of mechanical, electrical and other building systems to meet tenant needs
.04 Preliminary estimate of Construction Cost
.56 Special Furnishings Design services relating to CONSULTANT-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:

.01 Design and documentation
.02 Specifications or standards
.03 Management of procurement
.04 Coordination of installation
.05 Purchase on the OWNER's behalf

.57 Furniture, Furnishings and Equipment Services relating to equipment and furnishings not incorporated into the construction of the Project and consisting of:

.01 Establishment of needs and criteria
.02 Preparation of requirements, Specifications and (NOT APPLICABLE) bidding or purchasing procedures
.03 (NOT APPLICABLE) Management of procurement
.04 Coordination of delivery and installation

.58 Special Disciplines Consultation, which entails retaining, directing and coordinating the work of special disciplines consultants identified from the following list and as more specifically described in Article 1.6, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:

.01 Acoustics .14 Elevators/Escalators .27 Public Relations
.02 Audio-Visual .15 Fallout Shelters .28 Radiation Shielding
.03 CPM Scheduling .16 Financial .29 Real Estate
.04 Code Interpretation .17 Fire Protection .30 Reprographics
.05 Communications .18 Food Service .31 Safety
.06 Computer Technology .19 Insurance .32 Sociology
.07 Concrete .20 Historic Preservation .33 Soils/Foundations
.08 Cost Estimating .21 Legal .34 Space Planning
.09 Demography .22 Life Safety .35 Specifications
.10 Display .23 Lightning .36 Traffic/Parking
.11 Ecology .24 Management .37 Transportation
.12 Economics .25 Materials Handling .38 Security
.13 Editorial .26 Psychology .39 Record Retention

.59 Special Building Type Consultation, which entails retaining, directing and coordinating the work of special building type consultants whose specialized training, experience and knowledge relative to the requirements, planning and design of the Project are required for the Project.

.60 Fine Arts and Crafts services relating to acquisition of fine arts or crafts to be a part of the Project and consisting of:

.01 Consultations on selection, commissioning and/or execution
.02 Design integration
.03 (NOT APPLICABLE) Managing procurement
.04 (NOT APPLICABLE) Purchasing fine arts or crafts on the OWNER's behalf

.61 Graphic Design services consisting of:

.01 Design and selection of interior and exterior signs and identifying symbols
.02 Material and color selections and coordination
.03 Documentation of requirements for procurement of graphics work
.04 (NOT APPLICABLE) Managing procurement of graphics work
.05 Coordination of delivery and installation

.62 Renderings relating to graphic pictorial representations, as required by the OWNER, of the proposed Project and consisting of:

.01 Black and white elevation view(s)
.02 Black and white perspective view(s)
.03 Elevation view(s) in color
.04 Perspective view(s) in color
Model Construction consisting of preparation of:

.01 Small-scale block model(s) showing relationship of structure(s) to site
.02 Moderate-scale block model(s) of structure(s) designed for the Project
.03 Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
.04 Large-scale models of designated interior or exterior components of the Project

Still Photography consisting of:

.01 Documentation of existing conditions
.02 Aerial site photography
.03 Photographic recording for study purposes of facilities similar to the Project
.04 Periscope photography of model(s) for the Project
.05 Presentation photography of rendering(s) and model(s) for the Project
.06 Construction progress photography
.07 Architectural photography of the completed Project

Motion Picture and Videotape services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.

Life Cycle Cost Analysis consisting of assessment, on the basis of established relevant economic consequences over a given time period, of:

.01 A given planning and design solution for the Project
.02 Alternative planning and design solutions for the Project
.03 Selected systems, subsystems or building components proposed for the Project

Value Analysis consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the OWNER.

Energy Studies consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the OWNER’s consideration.

Quantity Surveys consisting of:

.01 A detailed determination of the quantities of materials to be used in the Project to establish the basis for the price determination by bidding or negotiations
.02 Making investigations, inventories of materials or furniture, furnishings and equipment, or valuations and detailed appraisals of existing facilities, furniture, furnishings and equipment, and the relocation thereof

Detailed Cost Estimating services consisting of:

.01 Development, when the Contractor Documents are approximately 95% complete, of a Detailed Estimate of the Cost of the Work based on quantity take-offs and unit-cost pricing of materials, labor, tools, equipment and services required for the Work plus estimates for the Construction Contractor’s supervision cost, Work required by General and Supplementary Conditions, and an allowance for reasonable Construction Contractor’s overhead and profit; or
.02 Continuous development during all phases of design and documentation, of an Estimate of the Cost of the Work for the purpose of greater cost control, culminating in a Detailed Estimate of the Cost of the Work or detailed quantity surveys or inventories of material, equipment and labor

Environmental Monitoring services consisting of:

.01 Monitoring of air, water and other designated components of the environment to establish existing conditions, and the preparation of related analyses and reports

Expert Witness services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

Materials and Systems Testing relating to testing of components of the completed Project for conformance with Contract requirements and consisting of:

.01 Establishment of requirements
.02 Procurement of testing services
.03 Monitoring testing
.04 Review, analysis and reporting of test results

.74 Demolition Services consisting of:
.01 Preparation of Contract Documents for demolition of existing structures
.02 (NOT APPLICABLE) Managing the bidding/ negotiation/award process
.03 Providing field observation and general administration services during demolition

.75 Mock-Up Services relating to the construction of full-size details of components for the Project for study and testing during the design phases and consisting of:
.01 Design and documentation for the required mock-up(s)
.02 Management and coordination of pricing and contracting for mock-up services
.03 Construction administration of mock-up construction activities
.04 Arrangement for testing and monitoring performance of mock-up(s)
.05 Administration of testing and monitoring services
.06 Review, analysis and reporting of results of testing and monitoring services

.76 Coordination of Designated Services with those of non-design professionals, such as economists, sociologists, attorneys and accountants, consisting of:
.01 Preparation of economic studies
.02 Condominium documentation
.03 Sociological impact studies

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

.78 Computer Applications related to performing the work of this Project, consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:
.01 Programming
.02 Economic feasibility
.03 Financial analysis
.04 Site analysis
.05 Construction cost estimating
.06 Detailed Project scheduling
.07 Market analysis
.08 Architectural analysis and design
.09 Structural analysis and design
.10 Mechanical analysis and design
.11 Electrical analysis and design
.12 Production of Drawings
.13 Construction cost accounting

Under no circumstances can computer hardware or software be a deliverable of this Contract.

.79 Project Promotion/Public Relations relating to presentation of the Project to the public or identified groups and consisting of:
.01 Preparation of press releases
.02 Preparation of special brochures and/or promotional pieces
.03 Assistance in production and distribution of promotional materials
.04 Presentations at public relations and/or promotional meetings

.80 Leasing Brochures, including preparation of special materials to assist the OWNER in leasing the Project and consisting of:
.01 Design
.02 Preparation of Illustrations and text
.03 Arranging for and managing production
.81 Pre-Contract Administration/Management, consisting of:

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

.82 Extended Bidding services, consisting of:

.01 Developing Bidders’ interest in the Project and (NOT APPLICABLE) establishing bidding schedules
.02 (NOT APPLICABLE) Receiving and analyzing bids and providing recommendations as to the OWNER’s acceptance or rejection of bids
.03 (NOT APPLICABLE) Advising the OWNER an acceptance of Construction Contractors
.04 Conducting pre-award conferences (only pre-construction conferences)

.83 Extended Contract Administration/Management, consisting of:

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

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

1. PRE-DESIGN PHASE
   .01 Design Schedule

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

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

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

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

6. BIDDING OR NEGOTIATIONS PHASE
   .01 Requested and necessary addenda.
7. CONTRACT ADMINISTRATION SERVICES

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

.02 Meeting Minutes
.03 Drainage Compliance Report
.04 LEED Credits Reports

8. POST-CONTRACT SERVICES

.01 Final Record Drawings in both electronic and paper format
.02 LEED Credits Reports and Certification
EXHIBIT C
HOURLY RATE SCHEDULE
(For Additional Services and Additional Reimbursable Expenses)

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of additional services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

SUBCONSULTANT’S HOURLY RATES

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<th>HOURLY RATE</th>
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<tr>
<td>Principal</td>
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<td>Project Architect/Manager</td>
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<td>Designer</td>
<td>$100</td>
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<td>Specification Writer</td>
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<tr>
<td>Drafter/CAD Operator</td>
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<td>Work Processor/Clerical</td>
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Subconsultant: JORDAN & SKALA

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<tr>
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<tr>
<td>Drafter/CAD Operator</td>
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Subconsultant:

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<td>Project Architect/Manager</td>
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</tr>
<tr>
<td>Work Processor/Clerical</td>
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</tr>
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</table>

ADDITIONAL SERVICES

None authorized or anticipated as of the commencement date of this Contract. Any additional service would be required to be added to the Contract in writing in the form of an amendment approved by the OWNER. For additional services of subconsultant(s), the OWNER shall compensate the CONSULTANT a multiple of one and one tenth (1.10) times the amounts billed to the CONSULTANT for such services. Future written additional services authorizations may be issued by the OWNER in compliance with the above Hourly Rate Schedules. Site specific seismic testing and investigation to determine the structural requirements under the building code would be an additional service, added by amendment to the Contract pursuant to Section IV of the Contract.
REIMBURSABLE EXPENSES

None authorized or anticipated as of the commencement date of this Contract. Any additional reimbursable expense would be required to be added to the Contract in writing in the form of an amendment approved by the OWNER. For reimbursable expenses of the CONSULTANT, the OWNER shall compensate the CONSULTANT a multiple of one and one tenth (1.10) times the actual direct costs incurred by the CONSULTANT. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.
### EXHIBIT D
MILESTONES
FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR 309 SOUTH THIRD STREET BOILER & COOLING TOWER REPLACEMENT

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<th>ARCHITECTURAL MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
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<td>Completion of Program and Schematic Design Phase</td>
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<td>Completion of Design Development Phase, including Public Review Meetings and Land Use Requirements</td>
<td>15%</td>
<td>$ 12,375</td>
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<td>Completion of 60% Construction Documents</td>
<td>25%</td>
<td>$ 20,625</td>
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<tr>
<td>Completion of 100% Construction Documents</td>
<td>30%</td>
<td>$ 24,750</td>
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<tr>
<td>Completion of Bidding and Construction Assistance</td>
<td>5%</td>
<td>$ 4,125</td>
</tr>
<tr>
<td>Completion of Basic Services of Contract Administration (Billed monthly through course of construction period, per Agreement)</td>
<td>15%</td>
<td>$ 12,375</td>
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**SUBTOTAL** 100% $ 82,500

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<th>CONSTRUCTION MANAGEMENT MILESTONES</th>
<th>PERCENTAGE OF WORK</th>
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<tbody>
<tr>
<td>Construction Management (to be paid in equal monthly payments - see Agreement)</td>
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<tr>
<th>DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)</th>
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<tr>
<td>Boundary Survey / Map / Legal Description / Hard Copy / Electronic Files</td>
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<tr>
<td>Architectural Topographic Survey / Map / Hard Copy / Electronic Files</td>
<td>$ N/A</td>
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<tr>
<td>Traffic Study / Hard Copy / Electronic Files</td>
<td>$ N/A</td>
</tr>
<tr>
<td>Drainage Study / Hard Copy / Electronic Files</td>
<td>$ N/A</td>
</tr>
<tr>
<td>Geotechnical Report (___) Borings / Hard Copy / Electronic Files</td>
<td>$ N/A</td>
</tr>
<tr>
<td>Acoustic Engineering (not to exceed 4,000 s.f.)</td>
<td>$ N/A</td>
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**Bid Sets:** Fifty (50) individually rolled Bid Sets of drawings (originals shall be stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files $1,700

**Construction Sets:** Fifteen (15) individually rolled sets of drawings (originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files $500

Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations $ N/A

Reimbursement of CONSULTANT-paid OWNER expenses $ 2500

**SUBTOTAL** $ 4700

**GRAND TOTAL** $ 87,200
EXHIBIT E
KEY PERSONNEL LIST

OWNER PERSONNEL

PROJECT MANAGER: CHUCK JAMES, MANAGER OF DESIGN AND CONSTRUCTION

PROJECT REPRESENTATIVE: FERNANDO MARTINEZ, CONSTRUCTION PROJECT COORDINATOR

CONSULTANT'S PROJECT STAFF

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

PROJECT REPRESENTATIVE: MICHAEL NODA

PRINCIPAL: MICHAEL NODA

PROJECT CONSULTANT: JORDAN & SKALA

LEED PROJECT ADMINISTRATOR (Accredited by USGBC): N/A

CONSULTANT'S SUBCONSULTANT(S)

The following subcontractor(s) will be contracted with and utilized by the CONSULTANT to work on the Project. Any changes require OWNER approval.

CIVIL ENGINEER: N/A

STRUCTURAL ENGINEER: JORDAN & SKALA

MECHANICAL ENGINEER: JORDAN & SKALA

ELECTRICAL ENGINEER: JORDAN & SKALA

LANDSCAPE DESIGN: N/A

INDEPENDENT COST ESTIMATOR (NOT the CONSULTANT): TBD

INTERIOR DESIGN: N/A

SKATEPARK DESIGN: N/A

AQUATIC DESIGN: N/A

GEOTECHNICAL ENGINEER: N/A

LAND SURVEYOR: N/A
EXHIBIT F
DESIGN SCHEDULES

I. PROJECT MEETINGS

A. Administrative and procedural requirements for project meetings, including, but not limited to, following:

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

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

A. The CONSULTANT and OWNER scheduled a Pre-Design Conference before the award of the Contract. The conference was held at a convenient location approved by the OWNER.

B. The OWNER and CONSULTANT conducted the meeting and review with the CONSULTANT their responsibilities and personnel assignments.

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

D. The OWNER provided the CONSULTANT with a standard scheduling template.

E. Agenda: Discussed items of significance, including, but not limited to the following:

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

2. DESIGN BASELINE SCHEDULE REVIEW CONFERENCE:

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

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

   1. Team Introduction
   2. Introduction of the Design Consultants scheduler
   3. Project Overview and Periods of Performance
   4. Project Communication
   5. Design Schedule Requirements
   6. Standard Design Schedule Template
   7. Project Milestones
   8. Design Deliverables
   9. Submittal Requirements and Review Procedures
   10. Establish the timing of Progress Updates and Meetings

3. PROGRESS MEETINGS:

A. The CONSULTANT will conduct (TBD) weekly or bi-weekly progress meetings at a day and time set by the OWNER as required to keep the project on schedule, to review progress, and to solve or avert potential problems. Minutes of meeting will be distributed to the attendees by the end of the next business day. Revisions or corrections are to be returned within two working days of receiving the minutes.
B. Attendees: Representatives from the OWNER and CONSULTANT will be represented at these meetings. Participants at the conference will be familiar with Project and authorized to conclude matters relating to the Work.

C. CONSULTANT will present, discuss the progress since the last meeting; determine where each activity is in relation to Project Approved Baseline Schedule, whether on time or ahead or behind schedule; determine how the activities behind schedule will be expedited; secure commitments from parties involved to do so; discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within Contract time.

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

1. Review and correct or approve minutes of previous progress meeting.
2. Review other items of significance that could affect progress.
3. Review and current status of the CONSULTANT’s (TBD) 30 calendar day work plan.
4. Review of the CONSULTANT’s near term deliverables.
5. Include other topics for discussion as appropriate to status the Project.
6. Initiate whatever actions are necessary to resolve impediments to perform the Work.

II. GENERAL

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

1. PROGRESS OF WORK

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

2. SCHEDULE METHODOLOGY

A. The scheduling method to be used shall be a Critical Path Method schedule in the form of an activity on node Precedence Diagram Network (PDN) with capabilities of identifying the critical path.

B. The scheduling system to be utilized will be a Primavera scheduling solution. These include, Project Planner Version 3.1 or later, Primavera Suretrak 3.0, Primavera Contractor, or Primavera P6 or later. This will be referred to as the Scheduling System. The system will be capable of handling, processing, printing, and plotting data to satisfy all requirements of this Section. The CONSULTANT will maintain the Scheduling System, the schedule, and the scheduling staff required to support and maintain the system and processes.

3. INTEGRATED PROJECT SCHEDULE TEMPLATE

A. The work assigned to the selected CONSULTANT represents one of the nine phases typically performed in the life cycle of the projects managed by the OWNER’s representative (Clark County Real Property Management). A critical component of the OWNER’s project management plan is the coordination and forecasting of the work as it transitions from one phase to the next. To facilitate this coordination the OWNER has developed a scheduling template integrating each of the phases into a master project plan. All project participants, including the selected. CONSULTANT shall develop a Baseline Schedule within the structure established by the Schedule Template.

B. It is expressly understood the OWNER’s intent in providing the Schedule Template to the selected CONSULTANT is not to dictate how the design is performed. The Schedule Template simply provides the frame work and integration points for which the Baseline Schedule is to be developed and maintained.
C. No change, modification, substitution or updating of the CONSULTANT's Baseline Schedule will be performed by the CONSULTANT without explicit written permission by the OWNER. Acceptance of any such Schedule, report or update by the OWNER serves only to acknowledge that the CONSULTANT has fulfilled the contractual requirement to submit the same; in doing so, the OWNER assumes no responsibility for any loss or damage to the CONSULTANT and the CONSULTANT remains solely responsible for the choice of sequences, durations, logic, and procedures reflected therein.

D. The CONSULTANT, with approval of the OWNER, will modify the Integrated Project Schedule Template as required to development the Design Schedule for the work in accordance with the requirements of this Section. The purpose of the Design Schedule shall be to:

1. Depict the CONSULTANT's plan for performing the Work.
2. Assure adequate planning, scheduling, and reporting during execution of the design and related activities so they may be prosecuted in an orderly and expeditious manner, within the Contract time and the Milestones stipulated by the Contract.
3. Assist the CONSULTANT and OWNER in monitoring the progress of the Work and evaluating proposed changes to the Contract and the Design Schedule.
4. Assist in detecting problems for the purpose of taking corrective action and to provide a mechanism or tool for determining and monitoring such corrective actions.
5. Coordinate the execution of following project phases.

E. DESIGN SCHEDULE CODING STRUCTURE

1. The OWNER's coding dictionary included in the Schedule Template facilitates the OWNER's reporting requirements. These four codes included in the Schedule Template shall not be altered. Additional coding may be added by the CONSULTANT as needed.

4. DESIGN CONSULTANT'S PROJECT SCHEDULER

A. The CONSULTANT is required to employ or retain the services of a Project Scheduler. The Project Scheduler shall have at least five years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the same or similar nature as this project.

B. The Project Scheduler is required to attend all meetings pertaining to scheduling and progress of the work.

C. Within five calendar days after the Notice to Proceed, the CONSULTANT shall provide a statement to the OWNER with the following:

1. Identification, qualifications, and experience of the CONSULTANT's Project Scheduler and all other members of the CONSULTANT's scheduling staff.
2. The OWNER reserves the right to disapprove any candidate proposed for the Project.
3. The OWNER reserves right to remove, without rights to work on the project, any member of the CONSULTANT's scheduling staff that is, in the OWNER's opinion, incompetent in scheduling.

D. Related Sections: Other Division 1 Specification Sections including, but not limited to, following:

1. Section TBD Payment Procedures
2. Section TBD Submittal Procedures
3. Section TBD Schedule of Values

III. DESIGN SCHEDULE MILESTONES

A. The OWNER will provide project specific time constraint Milestones (if required) to support the phases following the design effort. The CONSULTANT shall maintain these Milestones in the Design Schedule.

B. The Milestones listed in these specifications, or elsewhere in the CONSULTANT's Contract, represent only the major milestones. The Milestone completion durations indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project.
C. Refer to the Contract for the project required Milestones and durations. Earlier completion dates may be established by the CONSULTANT subject to approval by the OWNER. The OWNER reserves the right to require the CONSULTANT to prosecute the Work in accordance with the specified Milestone durations. The CONSULTANT shall create all Project Milestones deemed necessary by the OWNER, including but not limited to the following:

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

IV. SUBMITTALS

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

B. DESIGN SCHEDULE MONTHLY UPDATES: On the third Friday of each month, the CONSULTANT shall submit a digital copy of the current progress of the Design Schedule status through the middle of the month. The status shall include actual dates for activities that have started and/or completed, expected completion dates for activities in progress, and proposed durations and sequence for the remaining activities in the Design Schedule. The Design Schedule Update shall reflect the CONSULTANT's plan for completing the remaining work included in the scope of the Contract.
EXHIBIT G
CBE NO. 601435-09
ARCHITECTURAL AND ENGINEERING SERVICES FOR 303 SOUTH THIRD STREET BOILER & COOLING TOWER REPLACEMENT

INSURANCE REQUIREMENTS

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

1. **Format/Time:** The CONSULTANT shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within 10 calendar days after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

2. **Best Key Rating:** The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The CONSULTANT's insurance shall be primary as respects the Owner, its officers and employees.

4. **Endorsement/Cancellation:** The CONSULTANT’s general liability and automobile liability insurance policy shall be endorsed to recognize specifically the CONSULTANT’s contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

6. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

7. **Commercial General Liability:** Subject to paragraph 6 of this Exhibit, the CONSULTANT shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. **Automobile Liability:** Subject to paragraph 6 of this Exhibit, the CONSULTANT shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONSULTANT and any auto used for the performance of services under this Contract.

9. **Professional Liability:** The CONSULTANT shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claim Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

10. **Workers’ Compensation:** The CONSULTANT shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONSULTANT that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the CONSULTANT has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

11. **Failure To Maintain Coverage:** If the CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.

12. **Additional Insurance:** The CONSULTANT is encouraged to purchase any such additional insurance, as it deems necessary.
13. **Damages:** The CONSULTANT is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONSULTANT, their subcontractors or anyone employed, directed or supervised by CONSULTANT.

14. **Cost:** The CONSULTANT shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the mailing address specified in Item 16.8 below.

16. **Insurance Form Instructions:** The following information must be filled in by the CONSULTANT’s Insurance Company representative:

   1. Insurance Broker’s name, complete address, phone and fax numbers.
   2. CONSULTANT’s name, complete address, phone and fax numbers.
   3. Insurance Company’s Best Key Rating
   4. Commercial General Liability (Per Occurrence)
      (A) Policy Number
      (B) Policy Effective Date
      (C) Policy Expiration Date
      (D) General Aggregate ($2,000,000)
      (E) Products-Completed Operations Aggregate ($2,000,000)
      (F) Personal & Advertising Injury ($1,000,000)
      (G) Each Occurrence ($1,000,000)
      (H) Fire Damage ($50,000)
      (I) Medical Expenses ($5,000)
   5. Automobile Liability (Any Auto)
      (J) Policy Number
      (K) Policy Effective Date
      (L) Policy Expiration Date
      (M) Combined Single Limit ($1,000,000)
   6. Worker’s Compensation
   7. Professional Liability
      (N) Policy Number
      (O) Policy Effective Date
      (P) Policy Expiration Date
      (Q) Aggregate ($1,000,000)
   8. Description: Project Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
   9. Certificate Holder:

       Clark County  
       c/o Purchasing and Contracts Division  
       Government Center, Fourth Floor  
       500 South Grand Central Parkway  
       P.O. Box 551217  
       Las Vegas, Nevada 89155-1217
   10. Appointed Agent Signature to include license number and issuing state.
CLARK COUNTY CERTIFICATE OF INSURANCE

PRODUCER
1. INSURANCE BROKER'S NAME
   ADDRESS
   CONTACT NAME
   PHONE & FAX NUMBERS

   COMPANY AFFORDING COVERAGE
   LETTER

   COMPANY
   LETTER

   COMPANY
   LETTER

   COMPANY
   LETTER

   COMPANY
   LETTER

INSURED
2. INSURED'S NAME
   ADDRESS
   PHONE & FAX NUMBERS

   COMPANY
   LETTER

   COMPANY
   LETTER

   COMPANY
   LETTER

   COMPANY
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   COMPANY
   LETTER

COVERAGES

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

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<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>(C)</td>
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<td>X COMMERCIAL GENERAL LIABILITY</td>
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<td>EACH OCCURRENCE $ (G) 1,000,000</td>
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<td>DESCRIPTION OF PROJECT: CBE NO. 601435-09; ARCHITECTURAL AND ENGINEERING SERVICES FOR 308 SOUTH THIRD STREET BOILER &amp; COOLING TOWER REPLACEMENT.</td>
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<td>9.</td>
<td>CERTIFICATE HOLDER</td>
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<td>SHOULDN'T ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.</td>
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CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
500 S. GRAND CENTRAL PKY 4TH FL
BOX 551217
LAS VEGAS, NV 89155-1217

APPOINTED AGENT SIGNATURE
INSURER LICENSE NUMBER
ISSUED BY STATE OF

P:\PUL\WORK\CBES2009\C601435\001435_rja.doc

G-3
THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
ATTACHMENT 1

AFFIDAVIT

I, _____________________________, on behalf of my company, _____________________________, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as CBE No. 601435-09, entitled
ARCHITECTURAL AND ENGINEERING SERVICES FOR 309 SOUTH THIRD STREET BOILER & COOLING TOWER
REPLACEMENT;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract,
that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this ____________ day of _________________, ____________.

Signed this ____________ day of _________________, 200__. by _____________________________
(name of person making statement).

____________________________
Notary Signature

STAMP AND SEAL
EXHIBIT H
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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