CLARK COUNTY, NEVADA
ARCHITECTURAL & ENGINEERING SERVICES
for
MOUNTAIN'S EDGE PARK: ADULT BALL FIELDS AND
SITE IMPROVEMENTS
CBE NO. 603318-14
RP.F0414049

TATE SNYDER KIMSEY ARCHITECTS

NAME OF FIRM

WINDOM KIMSEY, FAIA, PRESIDENT

DESIGNATED CONTACT AND NAME
(Please type or print)

709 VALLE VERDE COURT
HENDERSON, NV 89014

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

(702) 456-3000

(AREA CODE) AND TELEPHONE NUMBER

(702) 898-6209

(AREA CODE) AND FAX NUMBER

wkimsey@tska.com

E-MAIL ADDRESS
MOUNTAIN'S EDGE PARK: ADULT BALL FIELDS AND SITE IMPROVEMENTS

This Contract is made and entered into this 3rd day of June, 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as OWNER), and TATE SNYDER KIMSEY ARCHITECTS (hereinafter referred to as CONSULTANT), for MOUNTAIN'S EDGE PARK: ADULT BALL FIELDS AND SITE IMPROVEMENTS (hereinafter referred to as PROJECT).

WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of $823,070, including but not limited to the following: clerical; site visitation; mileage; engineering; production and reproduction of working and review drawings, details, elevations, technical specifications and reports; drafting; cost estimating; meetings; presentations; exhibits and work product expense, travel, lodging, meals and miscellaneous expenses.

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

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. Independent Contractor

It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. Employment of Unauthorized Aliens

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

C. Non-Discrimination

CONSULTANT acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the OWNER may declare the CONSULTANT in breach of the Contract, terminate the Contract, and designate the CONSULTANT as non-responsible.

D. No OWNER Employee Benefits or Rights

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

The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards. CONSULTANT must be a registered Architect, and/or Landscape Architect, in the State of Nevada in accordance with NRS Chapter 623, and/or NRS Chapter 623A.

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

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

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

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

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

It shall be the duty of the CONSULTANT to assure that all services and products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product, which violates or infringes on any copyright or patent rights. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its services and work products. Permitted or required approval by the OWNER of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work. OWNER’S review, approval, acceptance, or payment for any of CONSULTANT’S services herein shall not be construed to
operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONSULTANT'S performance or failures to perform under this Contract. The OWNER'S review, approval, acceptance or payment for any of the services performed by the CONSULTANT shall not be construed as a waiver of any rights of the OWNER under this Contract.

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

G. CONSULTANT'S Representative(s)

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

H. Drawings and Specifications

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

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

I. Staff Availability

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

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

J. Disclosure of Ownership/Principals

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

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

L. Substitution Requests

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

M. Utility/Regulatory Agency Submittals/Reviews

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

N. Bid Alternates and Rebids

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

O. Project Meetings

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

P. Specifications

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

Q. Meeting Minutes

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

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

S. **Design Schedule**

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

T. **Manufacturer/Brand Names**

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

U. **Design Standards**

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

V. **Accuracy of Data**

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

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

X. **Responsibility for Construction Cost**

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

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

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

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

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

**SECTION II: RESPONSIBILITY OF OWNER**

A. **OWNER’S Cooperation**

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

B. **OWNER’S Representative**

The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER’S representative, as specified in attached Exhibit A, or their designee. OWNER’S representative may delegate any or all of its responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.
Such authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly progress of the CONSULTANT'S services.

C. Documents and Work Review Comments

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

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

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

D. Project Data

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

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

CONSULTANT shall return any original data provided by OWNER.

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

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

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

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

E. Notification of Faults, Defects, or Nonconformance

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

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

G. Project Site Access

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

H. Project Bidding Process

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

I. OWNER'S Rights

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

SECTION III: SCOPE OF WORK

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

The CONSULTANT shall provide the following services as applicable and as specified further in Exhibit A, Scope of Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

   d. **Hydrology and Site Analysis:** Conduct site visitation(s) and hydrological reconnaissance of on-site and off-site drainage. Examine site topography, topographic survey, and boundary information to determine site opportunities and constraints. Review existing grades, slope conditions, and on-site and off-site views. Prepare an analysis for presentation to RPM for review.
e. **Project Facilities Program:** Prepare a program of facilities, site elements and design features recommended for inclusion in the design and development of the Project for presentation to RPM for review.

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

- **Project Preliminary Development Plans:** Prepare a preliminary site development plan that illustrates "nodes", "linkages", "use areas" and "relationships" including but not limited to the following design elements:
  - Access - Ingress and Egress
  - Parking/Roads
  - Park Facilities and Site Design Elements
  - Trails/Walks
  - Building/Structure "Footprints"
  - Space Allocations
  - Natural/Man-Made Features
  - Landscape Zones, Plant Masses, Screening and Buffering Requirements
  - Boundaries
  - Views

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

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

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

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

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

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

n. **Presentation Plans:** Prepare three copies of the colored, 24" x 36" computer generated, approved Site Development Plan and one copy of the electronic file of the presentation plan for delivery to RPM.
Work Product: The work product(s) required by this phase of work include but are not limited to the following:

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

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

- Presentation Plan and electronic plot file

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

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

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

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

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

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

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

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

b. A revised estimate of construction cost.

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

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

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

i. Final version of the Program / Schematic design

ii. Final version of the design development

iii. Land use submittals, applications and approvals
f. Deliverables: The deliverables required by this phase of work include but are not limited to the following:
   • Specified number of framed presentation plans and electronic plot file

5. **CONSTRUCTION DOCUMENTS PHASE:** The CONSULTANT shall provide per Schedule of Designated Services as specified in Exhibit A, Section II:
   a. Construction Documents: Construction drawings and the project manual required for the bidding of the development of the Project in accordance with the approved Project Site/Master Plan, including, but not limited to the following: construction drawings and details, engineering design calculations, schedules and technical specifications. Preparation of all plans, drawings and specifications shall be in compliance with all applicable codes and ordinances.
   b. Reports: Studies/reports required by the Contract and file with Clark County for the review and approval of the Project, including but not limited to the following: Traffic Report, Drainage Report and Soils Report. Reports shall be prepared, consistent with the requirements of the jurisdictional public works and building departments for plans check/design review submittals.
   c. Design Submittals: Research, consultation, coordination, engineering calculations, design submittal(s), application preparation and fee determination required by the various utility and design review/approval agencies for the provision of utilities and for Project design, review and approval necessary for the development of the Project, including, but not limited to the following: the Las Vegas Valley Water District, Clark County Water Reclamation District, Southwest Gas Company, Embarq Central Telephone Company, area cable company, Nevada Department of Transportation, Clark County Public Works Department, Clark County Development Services Department, Clark County Finance Department - Purchasing & Contracts Division, Board of County Commissioners, Clark County Parks and Recreation (CCP&R), Clark County Health District, Clark County School District and other departments, governmental entities and agencies.
   d. Specifications and Details: All necessary design work, including but not limited to: calculations, plans, sections and detail drawings, and technical specifications necessary for developing the Project.
   e. Review Drawings: Construction drawings, technical specification outlines and bid document outlines at the 60% completion level for review by RPM. Complete construction drawings, technical specifications and bid documents at the 95% completion level for review by RPM. Five full sets of blueprint review drawings and documents for review and mark-up at each of the 60% and 95% review phases of the Project. CCP&R review time for each of the review phases shall require a minimum of two weeks. Review comments will be provided as a single unified submittal. The CONSULTANT shall include this required review time schedule in the Project Time Schedule.
   f. Off-Sites: Design of off-site improvements as required, including, but not limited to the following: ADA requirements, sidewalks, driveways, paving, street lighting, street signage, striping, curbs, gutters and drainage structures, if required.
   g. Requirements: Review code, ordinance and zoning requirements of the jurisdictional building department relative to the Project, before submitting drawings and specifications for the plans check process.
   h. Stamped Drawings: Three "wet-stamped" sets of all drawings required for building department review and prepare permit applications to initiate the plans review process for building permits. Applications shall be made in the name of the OWNER (Clark County).
   i. Project Budget: Design the project within the specified budget. Prior to bidding, prepare a schedule of total probable project costs, including but not limited to the following: on-site and off-site construction cost estimates; Construction Contractor overhead and profit.
j. Approvals: Secure all required civil plan approval signatures and provide conformed construction drawings and complete bid document packages, ready for bidding of the development of the Project.

k. Work Product: The work product(s) required by this phase of work include but are not limited to the following:
   i. Copies of all required reports and studies
   ii. Copies of all applications and design submittals (utilities/governing bodies) and approvals
   iii. 60% plans, specifications and cost estimates
   iv. 95% plans, specifications and cost estimates
   v. Copies of plan check submittals, applications with PAC numbers, HTE numbers and calculations
   vi. Final project cost estimate

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

6. BIDDING OR NEGOTIATIONS PHASE: The CONSULTANT shall provide per Schedule of Designated Services as specified in Exhibit A, Section II:
   a. The CONSULTANT shall monitor, track and respond to all comments, revisions, changes and/or modifications required of the project plans, design and details required by the plans check process of the governing authority jurisdiction, in a timely manner.
   b. The CONSULTANT shall edit bid profile information including but not limited to the following: bid forms, Instructions to Bidders, Special Instructions to Bidders, Special Conditions and bid schedules provided by OWNER for review and approval by RPM and Clark County Purchasing and Contracts.
   c. Bid Sets of Drawings: After completion of the plans check process, the CONSULTANT shall provide two (2) CD’s (CD’s shall be in an approved format designated by the OWNER). Prior to the production of the Bid Sets CD’s, the CONSULTANT shall correct, revise, update and/or modify the plans check drawing originals to reflect the Approved Building Plans (approved by the jurisdictional building department), upon which Building Permits will be issued; and any other plans check requirements and/or revisions thereto.
   d. Construction Sets of Drawings: After completion of the bid opening and award of bid, and prior to Construction Notice to Proceed, the CONSULTANT shall correct, revise, update and/or modify, bid set drawings, as necessary, to reflect all bid addenda revisions and clarifications. The CONSULTANT shall provide 15 (five sets delivered to RPM; 10 sets delivered to the Construction Contractor) sets of individually rolled Construction Sets of drawings that match the revised approved building plans.
   e. Prebid Conference: Attend the prebid conference and prepare any necessary addenda and/or modified documents identified during or after the prebid conference as directed by RPM.
   f. Questions/Concerns: Respond to design related/construction questions and make recommendations to RPM for the resolution of those issues. Provide additional details or information, if and when required, for proper execution of the Work. Become acquainted with standard or reference specifications referred to in Division 1. Questions / Concerns will be addressed through addendum.
7. **CONTRACT ADMINISTRATION PHASE:** The CONSULTANT shall provide per Schedule of Designated Services as specified in Exhibit A, Section II:

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

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

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

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

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

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

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

vii. The CONSULTANT’S certification for payment shall constitute a representation to RPM, based on the CONSULTANT’S observations at the site and on the date comprising the Construction Contractor’s application for payment, that, to the best of the CONSULTANT’S knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of a certificate for payment shall further constitute a representation that the Construction Contractor is entitled to payment in the amount certified.
viii. The CONSULTANT shall have the authority to recommend rejection of Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable for implementation of the intent of the Contract Documents, the CONSULTANT will have authority to recommend additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Construction Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

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

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

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

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

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

xiv. The CONSULTANT shall render written decisions within a reasonable time, but not to exceed seven (7) calendar days on all claims, disputes or other matters in question, including those relating to the execution or progress of the Work as provided in the Contract Documents. The CONSULTANT'S decisions on claims, disputes or other matters, except those relating to aesthetic effect, shall be subject to arbitration as provided in the Contract Documents.
xv. Work Product: The work product(s) required by this phase of work include but are not limited to the following:

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

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

xvii. Specified number of bid sets of drawings.

xviii. Specified number of construction sets of drawings

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

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

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

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

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

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

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


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

i. Authorize major deviations from the Contract Documents.

ii. Personally conduct any tests.
iii. Enter into the area of responsibility of the Construction Contractor's superintendent.
iv. Expedite the Work for the Construction Contractor.
v. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
vi. Authorize or suggest that RPM occupy the Project, in whole or in part, prior to Substantial Completion.

f. Work Product and Deliverables
   i. The terms "Work Product" and "Deliverables" for the purpose of this Contract have been defined as shown in the attached Definitions, Section VIII.
   ii. The Contract stipulates the Work Product items and the Deliverable items that shall be delivered to RPM at the completion of each phase of the work.
   iii. When required for delivery, three copies of the conformed version of all plats, plans and drawings of the Project produced under the Contract shall be provided as reproducible, scaled, acetate, Mylar(s) on a 24" x 36" sheet(s) with suitable border, title block, scale indicator and north arrow. Three copies of the conformed "Wet Stamped Bluelines" shall also be provided.
   iv. When required for delivery, three copies of the same information shall also be provided in ACAD 2006 format, plot only, on computer disk.
   v. When required for delivery, three sets of hard copy and two electronic file copies in Microsoft Word format on computer disk of all approved technical specifications and any other bid documents for which CONSULTANT is responsible shall be provided. Hard copies shall be provided as proofed, camera-ready originals on 8-1/2" x 11" sheets. OWNER will provide a hard copy of the Boilerplate terms, conditions and bid instructions to the CONSULTANT. OWNER will provide all copies of bound, written bid documents required for bidding.
      • OWNER will provide four bound copies of the final project manual to the CONSULTANT.
   vi. When required for delivery, the various categories of blueline drawings shall be individually rolled and banded sets of drawings. If additional sets of the drawings are required, RPM will reproduce or request the CONSULTANT to furnish as a reimbursable expense.
   vii. When required for delivery, two bound copies of each report and study (Traffic, Drainage, Soils, etc.) prepared for the project along with copies of approved shop drawings and submittals shall be provided to RPM, prior to the final completion of the Project.
   viii. Fifty bound, individually rolled sets of blueline construction drawings shall be provided for bidding of the Project. If additional sets of the drawings are required, RPM will reproduce or request the CONSULTANT to furnish as a reimbursable expense.

8. POST CONTRACT SERVICES
   a. The CONSULTANT shall provide per Schedule of Designated Services as specified in Exhibit A, Section II.

9. SUPPLEMENTAL SERVICES
   a. The CONSULTANT shall provide per Schedule of Designated Services as specified in Exhibit A, Section II.
SECTION IV: CHANGES TO SCOPE OF WORK/ADDITIONAL SERVICES

A. Changes to the Scope of Work

The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT’S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONSULTANT for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

B. Additional Services

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

C. CONSULTANT Agreement to Changes

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

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

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

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

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

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

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. Project Fee

OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the not to exceed fee amount of $623,070. The OWNER’S obligation to pay CONSULTANT cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT’S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee. The construction project designed by the CONSULTANT cannot exceed the budgeted amount of $7,187,225.
B. **Progress Payments**

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

C. **Payment of Invoices**

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

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

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

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

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

D. **Right to Off-Set**

The OWNER’S Project Manager may subtract or offset the unpaid invoice from the CONSULTANT any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the CONSULTANT in the performance of the services under this Contract including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the CONSULTANT. The OWNER’S Project Manager shall provide a written statement to the CONSULTANT of the damages, costs and expenses, which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the CONSULTANT.

E. **Invoice Submission**

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

F. **OWNER’S Fiscal Limitations**

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER’S financial responsibility as indicated in Sections 2 and 3 below.

2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER’S obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER’S total liability for all charges for services, which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER’S purchase order(s) to the CONSULTANT.

G. More Extensive On-Site Representation

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

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

H. Reimbursable Expenses

The CONSULTANT has included all expenses in the fixed fee compensation for Basic Services. Reimbursable Expenses do not include, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings and Specifications, expense of renderings, models and mock-ups requested by the OWNER beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless pre-approved and confirmed in writing by the OWNER.

I. Final Payment

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

SECTION VI: SUBCONTRACTS

A. Approval to Subcontract

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

B. CONSULTANT’S Responsibility

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

C. Compensation

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

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

E. Meeting Attendance

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

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

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

3. In case of failure on the part of the CONSULTANT to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the CONSULTANT shall pay to the Owner, as liquidated damages, the sum of $100 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Owner in completing the work.

In the event that the CONSULTANT fails to complete the PROJECT within the time specified in the Contract, or with such additional time as may be granted in writing by the OWNER or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the CONSULTANT shall pay to the OWNER, as liquidated damages, the sum of $100 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

B. Suspension

OWNER may suspend performance by CONSULTANT under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least fourteen (14) calendar days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments.
CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of thirty (30) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

C. Termination

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

2. This Contract may be terminated in whole or in part by the OWNER for its convenience, but only after the CONSULTANT is given:
   a. not less than ten (10) calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the OWNER prior to termination.

3. If termination for default is effected by the OWNER, the OWNER will pay CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but:
   a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   b. any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT’S default.

4. If termination is for the OWNER’S convenience, the OWNER shall pay the CONSULTANT that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

5. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER’S representative, copies of all deliverables as provided in Section I.

6. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONSULTANT shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.

7. If after termination for failure of the CONSULTANT to fulfill contractual obligations it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.

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

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

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

E. **Gratuities**

1. The OWNER may, by written notice to the CONSULTANT, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
   a. to pursue the same remedies against the CONSULTANT as it could pursue in the event of a breach of this Contract by the CONSULTANT; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall not be less than 3 nor more than 10 times the costs incurred by the CONSULTANT in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. **Insurance**

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

G. **Indemnity**

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

H. **Subcontractor Information**

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

I. **Audit**

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

The CONSULTANT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. **Assignment**

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

L. **Governing Law**

Nevada law shall govern the interpretation of this Contract.

M. **Confidential Treatment of Information**

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

N. **Advance Disclosures**

Pursuant to NRS 332.165, advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

O. **Notice**

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

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

TO CONSULTANT: TATE SNYDER KIMSEY ARCHITECTS
Attn: Windom Kimsey, FAIA, President
709 Valle Verde Court
Henderson, Nevada 89014
SECTION VIII: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Specifications**: The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
27. **Subconsultant**: Professional or business entity contracted by and under the direct supervision and control of the Prime CONSULTANT for the purposes of providing professional services to the Prime CONSULTANT.

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

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

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

31. **Product**: The final copy, version, revision and/or modification of required plats; plans; drawings and construction details of the project and the “camera ready” versions of bid profiles and technical specifications prepared under the terms of this Agreement.
IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: ________________________________
   YOLANDA T. KING
   Chief Financial Officer

CONSULTANT:

TATE SNYDER KIMSEY ARCHITECTS

By: ________________________________
   J. WINDOM KIMSEY, FAIA
   President

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: ________________________________
   ELIZABETH A. VIBERT
   Deputy District Attorney