



Clark County School District
Contract Procurement and Compliance Services
1180 Military Tribute Place
Henderson, Nevada 89074
(702)799-8710

REQUEST FOR QUALIFICATION

The Clark County School District (CCSD) is soliciting Request for Qualification (RFQ) submittals from qualified professional architecture, landscape architecture and engineering firms to provide architectural, landscape architectural and engineering services. Firms found to be qualified and approved by the Board of School Trustees will be prequalified to provide professional architectural, landscape architectural and engineering services for various CCSD projects. By submitting a statement of qualification, the respondent is accepting the fee table, and rates in attachment 4 and the terms and conditions of the B141-1997 Part I and Part II in attachment 5 of this Request for Qualification.

Submission of the Request for Qualifications must be received **electronically** on or before **Friday, May 5, 2023, no later than 10:00 a.m.** Responses will be received via E-Builder portal provided to the applicants. Responses that are not received by the deadline time and date **will not** be accepted.

All applicants shall be solely responsible for the delivery of their proposals in the manner and time prescribed.

Responses must be typewritten with exception of signatures. Electronic signature is acceptable, including any certification documents. Illegible responses will be rejected. Responses must be signed by an authorized agent of the firm. CCSD reserves the right to reject any or all submittals.

Download the fillable PDF Standard Form 330, complete Parts I and II, include downloaded documents with RFQ submittal.

Written questions regarding the RFQ must be received by the Clark County School District at the contacts below no later than **Tuesday, April 25, 2023**. No other parties will respond to questions except this contact. Any oral communications will be considered unofficial and non-binding on the Clark County School District.

Michelle Brase, Construction Documents Clerk

brasemc@nv.ccsd.net

and

Angela McCullough, Construction Documents Manager

mcculaj@nv.ccsd.net

Submissions will be received electronically through E-Builder on or before the closing date and time in the advertisement. Submissions in hard copy and not electronically **will not** be accepted.

Each section of the RFQ shall correspond to the format described below. Any additional information shall be labeled accordingly.

Cover Page: CLARK COUNTY SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL,
LANDSCAPE ARCHITECTURAL & ENGINEERING SERVICES

Title Page: Request for Qualification Date
Firm Name
Firm Address (No P.O. Boxes)
Contract Name and Title
Phone Number
E-Mail Address
Category's or Discipline's applying for

Section A General Submittal Information
a. Clark County School District Public Disclosure Form (Attachment 1)
b. Customer Reference Form (Attachment 2)

Section B Demonstrate a minimum of five years experience as a principal employee of an architectural/engineering firm. Demonstrate an active office in Nevada with staff and facilities adequate for large projects.

Section C Contract Specific Qualifications: Respondent shall complete all portions of the Standard Form 330 Part I at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>.

Section D General Qualifications – Respondent shall complete all portions of the Standard Form 330 Part II at <https://www.gsa.gov/forms-library/architect-engineer-qualifications> for their own prime workforce, not sub-consultants.

Section E Respondent shall submit copies of its licensing and registration to demonstrate compliance with NRS 360.760-798, NRS 623, NAC 623, NRS 623A, NAC 623A, NRS 625, NAC 625 and Clark County Code Title 6

Section F Respondent shall submit a certificate of insurance, or a letter from a properly qualified insurance agent certifying its ability to meet the insurance requirements as specified below:

The Architect shall maintain and pay all premium costs for the following minimum insurance coverages on the forms and in the amounts not less than specified, from the commencement of their work until final payment.

Architect Professional Liability/Errors & Omissions Insurance Limits of coverage no less than as follows:

Project Cost	Limit Required
Up to \$2,000,000	\$1,000,000 per claim
\$2,000,000 - \$10,000,000	\$3,000,000 per claim
\$10,000,000 and above	\$5,000,000 per claim

Claims Made Policies If any of the required policies provide coverage on a claims-made basis: 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. 2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

Commercial General Liability Insurance (and/or excess umbrella liability) written on an occurrence form with a minimum limit per occurrence of One Million Dollars (\$1,000,000). Said policy must be written on the 11/86 ISO occurrence form CG0001 (or equivalent), with no additional exclusions, and must include: • Blanket contractual • Third Party property damage • Primary, not contributing coverage

Automobile Insurance, and/or excess umbrella liability, for all owned, non-owned and hired vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit, with no additional exclusions.

Statutory Workers Compensation/Employer's Liability Insurance in compliance with NRS Chapters 616A to 616D. Employer's Liability shall be in the amount of not less than One Million Dollars (1,000,000).

Property Insurance Special form "all risk" coverage for Architect's property to be brought onto the job site.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Owner, and failure to deliver said insurance certificate or Owner's failure to request delivery shall in no way be construed as a waiver of Architect's obligation to provide the insurance coverages specified.

Any deductibles or self-insured retentions must be declared to and approved by the owner. The Owner may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Section G Certification (Attachment 3)

The Pre-qualification list will consist of the following service categories:

Architectural Qualification categories

Must identify which category is being applied for:

☐ Category 1 – Project Value up to \$20 million

- ☐ Category 2 – Project Value up to \$50 million
- ☐ Category 3 – Project Value up to \$80 million
- ☐ Category 4 – Project Value \$100 million and above

Landscape Architecture

Engineering Qualification categories

- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering (with RCDD Certification)
- Civil Engineering

Special Inspections firms will be chosen from the approved list of the Clark County Department of Building Fire Prevention Bureau or other comparable public-agency prequalification listing.

The District shall prequalify not less than twelve firms, consistent with CCSD regulation 7211.

Prequalification does not guarantee that the A/E shall be assigned work or that it is entitled to any form of compensation for being prequalified

The District may elect to create a “stand by list” for firms that are highly rated, but are not selected for placement on the “primary” list. The intent, of this potential action, would be to have a mechanism to seamlessly replace A/E’s that may: go out of business during the two year term of the qualified list , decline assigned work, perform poorly, or to augment the “primary” list of architects in the event that demand exceeds the capacity of the selected Respondents.

The intent of this list is for staff to recommend to the Board of School Trustees the most qualified design and engineering professionals to projects that best serve the interest of the District.

All submissions submitted in response to this RFQ will be reviewed by a panel and will be evaluated entirely upon the information required in the RFQ. The District reserves the right to require any or all Respondent(s) to either make a presentation that illustrates its abilities relative to this effort and/or attend an interview session to gauge its suitability to provide services.

END OF DOCUMENT



Clark County School District PUBLIC DISCLOSURE FORM

Company/Individual's Name _____

Federal Tax Identification/Social Security Number _____

1. Unless otherwise indicated, I certify that I am not currently an employee of the Clark County School District (District) nor have I been an employee of the District within the past year.
2. Unless otherwise indicated, I certify that the officers of this company are not currently employees of the District nor have they been employees of the District within the past year.

Please complete the form below. Additional sheets may be attached if necessary.

Write "none" if applicable

Employee Name	Company Position	Current CCSD Employee ?	Separation Date if former employee

3. I certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former District Board of Trustees and current and former District authorizing officials.

Please complete the form below. Additional sheets may be attached if necessary.

Write in none if applicable.

Company/Employee	Position	District Official/Trustee	Relationship/Interest

4. I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with the Clark County School District may result in termination of said contract/agreement.
5. Applicable District Regulations are listed on the backside of this form for reference.

Individual or Authorized Company Representative	Signature
	Title _____ Date _____

TO BE COMPLETED BY THE DISTRICT

Approval Required	Signature/Reference	Date
Board of Trustees		
Deputy Superintendent/Operations		
Not Required		

Clark County School District
Customer Reference Form

Attachment 2

Company Name:	
Contact Person:	
Address:	
Phone #:	
Fax #:	
E-mail address:	
Description of service provided:	

Company Name:	
Contact Person:	
Address:	
Phone #:	
Fax #:	
E-mail address:	
Description of service provided:	

Company Name:	
Contact Person:	
Address:	
Phone #:	
Fax #:	
E-mail address:	
Description of service provided:	

Company Name:	
Contact Person:	
Address:	
Phone #:	
Fax #:	
E-mail address:	
Description of service provided:	

CERTIFICATION FOR REQUEST FOR QUALIFICATION

By signing this form, I acknowledge the following:

- a. I am an authorized agent for the Respondent.*
- b. The Respondent intends to supply the materials and/or services specified herein.*
- c. Respondent affirms that it shall provide, execute, and maintain insurance policies regulated in the Nevada Revised Statutes.*
- d. The Respondent certifies that it complies with all federal, state, city, local, and county laws and other regulations and requirements.*

CERTIFIED BY

PRINT NAME: _____ **TITLE:** _____

PRINCIPAL'S

SIGNATURE: _____ **DATE:** _____

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____ by
(Date)

_____, as _____ of
(Name)

_____.
(Company)

This instrument was acknowledged
before me on this _____ day of _____ 20____
by

_____.

Notary Public

My appointment expires:

CCSD ARCHITECTURAL FEE SCHEDULE

OVERALL CONSTRUCTION VALUE ¹	NEW SCHOOL	PROTOTYPE RESITE ²	
Architectural, Landscape, Civil, Structural, Plumbing, Mechanical, Electrical & Kitchen	Architectural, Landscape, Civil, Structural, Plumbing, Mechanical, Electrical & Kitchen	Building Only Architectural, Landscape, Civil, Structural, Plumbing, Mechanical, Electrical & Kitchen ³ (45% of New)	Sitework Only Civil & Landscape ⁴
\$0 - 1,000,000	8.42	3.79	8.42
\$1,000,001 - \$3,000,000	8.10	3.65	8.10
\$3,000,001 - \$5,000,000	8.01	3.61	8.01
\$5,000,001 - \$10,000,000	7.84	3.53	7.84
\$10,000,001 - \$15,000,000	7.24	3.26	7.24
\$15,000,001 - \$20,000,000	7.09	3.19	7.09
\$20,000,001 - \$25,000,000	6.86	3.09	6.86
\$25,000,001 - \$30,000,000	6.74	3.03	6.74
\$30,000,001 - \$35,000,000	6.36	2.86	6.36
\$35,000,001 - \$40,000,000	6.09	2.74	6.09
\$40,000,001 - \$45,000,000	5.89	2.65	5.89
\$45,000,001 - \$50,000,000	5.55	2.50	5.55
> \$50,000,000	5.10	2.30	5.10

NOTES

1. Use the Overall Construction Value (not separate scopes) to determine which row of the chart is used for the selection of the specific Building and Sitework fee percentages. The entire project uses the same row.
2. Prototype design modifications for Code updates, program enhancements, etc. will be an additional negotiated fee.
3. Civil & Landscape are specifically excluded from the Construction Value used for this "Building Only" column.
4. Civil and Landscape are the only Construction Values applicable to this "Sitework" column.

OPTIONAL SERVICES FOR NEGOTIATED FEES (Not included above)

1. Facility programming.
2. Site feasibility studies.
3. Environmental studies, asbestos surveys, abatement plans, etc.
4. Existing facility surveys.
5. Life cycle cost studies.
6. Demolition design services.
7. Traffic studies.
8. Special presentations, renderings, models, etc.
9. Specialty consultants (e.g. theater, acoustic, daylighting, etc.)
10. Reimbursables (e.g. postage, agency submittal fees, etc.)
11. LEED Certification planning, registration, reporting, etc.
12. Fire protection engineering.
13. Energy studies.

ADDITIONAL SERVICES

Additional services include, but are not limited to, the Optional Services shown above and services identified as additional in the Conformed AIA Document B141 including pre-design. Markup of consultant fees for Additional Services shall be 10%. Where a negotiated lump sum is impractical, additional services will be negotiated using CCSD authorized billing rates and an approved hourly work plan.

Title	Hourly Rate	Title	Hourly Rate
Principal	\$225.00	Engineer In Training (EIT)	\$105.00
Project Manager	\$160.00	Senior Drafter/CAD	\$110.00
Project Architect	\$145.00	Drafter/CAD	\$90.00
Architect	\$125.00	Specification Writer	\$100.00
Intern Architect	\$95.00	Administrative Assistant	\$80.00
Senior Engineer	\$160.00	Clerical	\$75.00
Professional Engineer	\$135.00		



AIA[®] Document B141[™] – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the _____ day of _____ in the year of
Two Thousand and Twenty Three (2023).

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

**Clark County School District
 Board of School Trustees
 5100 West Sahara Avenue
 Las Vegas, Nevada 89146**

and the Architect:
(Name, address and other information)

For the following Project:
(Include detailed description of Project)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows:

Init.

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

As stipulated in this agreement.

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

The scope-of-work includes design services for

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Not Applicable.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Current Clark County School District Education Specifications.

Current Clark County School District Design Manual.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

§ 1.1.2.5 The financial parameters are as follows.

(Paragraph deleted)

.1 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
\$

.2 The Architect shall promptly advise the Owner if it finds that the project being designed will exceed or is likely to exceed the Owner's budget for construction cost and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Owner will review the Architect's estimate of construction cost. The Owner may, if it determines that the budget for construction cost set forth in paragraph 1.1.2.5.1 is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope and/or materials as required to reduce the estimated construction cost to an amount within the budget, or the Owner may adjust the budget for construction cost.

§ 1.1.2.6 The time parameters are:

The Architect shall complete the design services for the project within XXX calendar days from the date of this Agreement.

Estimated construction duration is XXX calendar days.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Init.

Competitive Bidding

§ 1.1.2.8 Other parameters are:

Not Applicable

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

**Justin Lam, Director of Construction Management
, Project Manager of Construction Management**

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

**CCSD Door Hardware
CCSD Mechanical
CCSD Fire Alarm System
CCSD Fire Sprinkler Systems plus calculation
CCSD Security
CCSD Landscape/Irrigation
CCSD Equipment
CCSD Telecom
CCSD Playground Equipment
CCSD Spare Parts
CCSD Carpet Installation
CCSD Building Department
CCSD Networking Services
Utility Coordination**

§ 1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

**Testing and Balancing Agency - to be determined
Commissioning Agency - to be determined**

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

, Principal

§ 1.1.3.5 The consultants retained at the Architect's expense are:

Civil	COMPANY NAME
Landscape	COMPANY NAME
Structural	COMPANY NAME
Kitchen	COMPANY NAME
Mechanical/Plumbing/ Electrical	COMPANY NAME
Estimating	COMPANY NAME

§ 1.1.4 Other important initial information is:

None at this time.

Init.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

Current CCSD Design Manual

AIA 201 2007 Conformed General Conditions as modified by the Owner and current as of the date of the bid opening scheduled for this Project.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

Add the following Subparagraphs:

1.2.1.1 All Architect services provided and materials submitted to the Owner, in accordance with Articles 2.1 through 2.6 or Change in Services, shall be in accordance with the requirements set forth in the current CCSD Design Manual in effect as of the date of the execution of this Owner-Architect Agreement. If the required services are not addressed in the Manual, the Architect's services shall be provided in accordance with the industry standard, subject to the Owner's reasonable approval.

1.2.1.2 The Architect represents that he will follow the current prevailing standards of his profession in performing all services under this Agreement.

1.2.1.3 The Architect shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

1.2.1.4 Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Architect shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Architect's negligent performance of any of the services furnished under this Agreement.

1.2.1.5 The Architect shall promptly advise the Owner if it finds that the project being designed will exceed or is likely to exceed the Owner's budget for construction cost and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Owner will review the Architect's revised estimate of construction cost. The Owner may, if it determines that the estimated construction contract price (Owner's budget for construction cost) set forth in paragraph 1.1.2.5.2 above is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the Owner's budget for construction cost set forth in paragraph 1.1.2.5.2 above, or the Owner may adjust the budget for construction cost.

§ 1.2.2 OWNER

Amend 1.2.2.1 to read as follows:

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.

Amend 1.2.2.2 to read as follows:

§ 1.2.2.2 The Owner **may** periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

Amend 1.2.2.5 to read as follows:

§ 1.2.2.5 The Owner, **assisted by the Architect**, shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any **material** fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, **but the Owner's failure or omission to do so shall not release the Architect of his responsibilities.**

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

Amend 1.2.3.2 to read as follows:

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not be exceeded by the Architect or Owner, **except by mutual agreement of the parties. Delays in the orderly progress of the Project caused by the Architect shall be the responsibility of the Architect. In the event of a delay caused by the Architect, the Architect shall accelerate to meet the time schedule without additional compensation.**

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Amend 1.2.3.6 to read as follows:

§ 1.2.3.6 The Architect **be knowledgeable of** laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

Amend 1.2.3.7 to read as follows:

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, **as referenced in Subparagraphs 2.2.1.2. and 2.2.1.3.** The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information .

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall 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 Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

Add the following Subparagraph:

1.3.1.4 Construction Costs shall be determined as follows:

.1 During the Schematic Design, and Design Development Phases the Construction Cost shall be determined by the Owner's Budget, as set forth in paragraph 1.1.2.5

.2 During the Construction Document and Bidding Phases the Construction Cost shall be determined by the Architect's estimate for the Project as set forth in paragraph 1.1.2.5.

.3 During the Construction Phase, the Construction Cost shall be determined by the contract sum, as stated in the Owner-Contractor Agreement.

§ 1.3.2 INSTRUMENTS OF SERVICE

Delete paragraph 1.3.2.1 in its entirety:

Delete paragraph 1.3.2.2 in its entirety:

Replace 1.3.2.2 to read as follows:

1.3.2.2 All designs, drawings, specifications, design calculations, notes and other work developed in the performance of this contract shall be the joint property of the Owner and Architect, provided however, the right of ownership are limited as follows:

1.3.2.2 The Owner may utilize the drawings and specifications with respect to the construction, maintenance, repair and modification of the project.

1.3.2.2.2 The Architect may utilize any of the constituent parts of the drawings and specifications on any other project except for any unique or distinctive architectural components or effects which taken independently or in combination would produce a project with a substantially similar or distinctive features.

1.3.2.2.3 The Owner agrees to take such reasonable steps as are necessary to ensure that his drawings and specifications are not used for projects not contemplated at the time those drawings and specifications are completed.

1.3.2.2.4 The Owner agrees not to permit the dissemination of original drawings and specifications that could be indistinguishable from the original drawings and specifications.

Delete 1.3.2.3 in its entirety:

Delete 1.3.2.4 in its entirety:

Replace 1.3.2.4 to read as follows:

1.3.2.4 The Architect understands that if this is a re-site design and that fees or costs associated with the reuse will be substantially reduced in the event the Owner chooses to reuse the drawings and specification for another project. The Owner agrees to not engage a different architect for the reuse drawings and specifications unless all the terms of Article 1.3.8 have been met as it relates to termination of architectural services due to the Architect's fault. Further, the Owner agrees that if the terms of Article 1.3.8 have been met and the Owner decides to reuse the drawings and specifications the plans would be redrawn to the new site by a new architect pursuant to NRS 623.270.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. Changes in Services shall only be provided if authorized in advance in writing by the Owner. If in the opinion of the Architect, services are required due to circumstances beyond the Architect's control, the Architect shall advise the Owner of the need for those services and shall notify the Owner in writing by submitting a completed Change in Service Request (CSR) prior to commencing those services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. If however, services are required due to circumstances within the control of the Architect, such services shall be provided at no additional cost to the Owner.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;**
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;**
- .3 decisions of the Owner not rendered in a timely manner;**
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;**
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;**

Amend .6. to read as follows:

- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto; or as otherwise provided in this Agreement.**

Delete .7 in its entirety:

Add the following Subparagraphs:

- .7 Performing an extensive investigation and/or making measured drawings for existing conditions of facilities.
- .8 Providing detailed line item costing estimates of Construction Cost.
- .9 Providing services during or related to the correction period set forth in the Contract for Construction when such services are in excess of those required in Subparagraph 2.6.2.8 are required due to the Contractor's failure to properly correct previously identified warranty items.

Add the following Subparagraph

1.3.3.3 If design deficiency issues contained within Change Orders of the Contract for Construction ("value added" and "no value added" combined) exceeds 2% or design deficiency "no value added" issues exceed 1% for new construction, the Architect shall reimburse the Owner 100% of subsequent "no value" added design deficiency issued Change Order and 25% of subsequent "value added design deficiency issued Change Orders. If design deficiency issues contained within Change Orders of the Contract for Construction ("value added and "no value added" combined). exceeds 4% for Modernization projects, the Architect shall reimburse the Owner 100% of subsequent "value added" design deficiency issue Change Orders.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

Amend 1.3.4.2 to read as follows:

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association **in effect at the time of the Agreement Date.** Request for mediation shall be filed in writing with the other party to this Agreement and **with the parties to be joined in Mediation.**

Amend 1.3.4.3 to read as follows:

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in **Clark County, Nevada.** Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

Amend 1.3.5.1 to read as follows:

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement **may** be subject to arbitration. Prior to **the request for** arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

Amend 1.3.5.2 to read as follows:

§ 1.3.5.2 Claims, disputes and other matters in question between the parties **of this Agreement** that are not resolved by mediation **may be subject to and** decided by arbitration which, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

Delete 1.3.5.3 in its entirety:

Replace 1.3.5.3 to read as follows:

1.3.5.3 A request for arbitration shall be made within thirty days after the claim, dispute or other matter in question has arisen.

Delete 1.3.5.4 in its entirety:

Replace 1.3.5.4 to read as follows:

1.3.5.4 Any and all arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or joint filing, any additional person or entity not a party to this Agreement to the extent necessary to the final resolution of the matter in controversy. Owner shall include an arbitration and consolidation provision in the Owner-Contractor Agreement and shall provide that similar provisions be included in subcontracts and purchase orders. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Amend 1.3.5.5 to read as follows:

§ 1.3.5.5 Any award rendered pursuant to such arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Add the following Subparagraphs:

1.3.5.6 The location for settlement of any and all claims, controversies or disputes arising out of or related to this Agreement or any breach thereof whether by arbitration or litigation shall be Clark County, Nevada.

1.3.5.7 Except in matters relating to a recovering of progress payments pursuant to NRS 338.400 to 338.645 inclusive, no attorney's fees may be awarded to any party, including other parties indirectly related to this Agreement, which arise out of or related to any and all other disputes pertaining to this contract.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the State of Nevada.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the editions of AIA Document A201, Conformed General Conditions of the Contract for Construction, as amended by the Owner.

Delete 1.3.7.3 in its entirety:

Amend 1.3.7.4 to read as follows:

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of **2007 edition of AIA Document A201, General Conditions of the Contract for Construction, as amended by the Owner..** The Owner and the Architect, **each**, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

Amend 1.3.7.8. to read as follows:

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement. **The Architect shall timely advise the owner of time requirements and restraints with respect to such approvals and decisions.**

Amend 1.3.7.9 to read as follows:

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

Add the following Subparagraphs:

1.3.7.10 CONFLICT OR INTEREST/NEPOTISM

1.3.7.10.1 Pursuant to CCSD Regulation 3312, the Owner will not enter into a professional agreement for an amount in excess of \$1,000 with any person related within the third degree of consanguinity or affinity to a member of the Board of School Trustees, or a person acting as the Authorizing Official for the Owner, except as fully disclosed and authorized in advance. Authorizing Official being defined for this purpose as the person who has final authority to administer budgets or his/her designee.

1.3.7.10.2 Pursuant to CCSD Regulation 4371, unless expressly authorized by Nevada Revised Statutes, the district may not enter into any contract, agreement, or consulting arrangement directly or indirectly with any employee or former employee for a period of one (1) year from the date of termination of employment other than as a member or a recognized bargaining unit or as a substitute employee, unless: 1) there is a full disclosure of the nature and extent of the employee or former employee's interest in the matter, 2) the contract agreement, or arrangement is noticed and acted upon in an open session before the Clark County Board of School Trustees and approved by a majority of the Board of School Trustees.

1.3.7.10.3 The Architect is hereby put on notice, by this clause, that it is his/her responsibility to disclose any relationship or affinity with a Board of School Trustee or an Authorizing Official in writing to the Associate Superintendent of Facilities. Failure to properly disclose a relationship will result in termination of the architectural agreement and may jeopardize the Architect's future business with the Owner.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and

any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Amend 1.3.8.2 to read as follows:

§ 1.3.8.2 If the Project is suspended by the Owner for more than **90** consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Amend 1.3.8.3 to read as follows:

1.3.8.3 If the Project is suspended or abandoned or the Architect's services are suspended for more than 90 consecutive days, the Architect or Owner may terminate this Agreement by giving not less than seven days' written notice hand delivered or certified mail, return receipt requested.

Amend 1.3.8.4 to read as follows:

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice, **hand delivered or certified mail, return receipt requested**, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Amend 1.3.8.5 to read as follows:

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice **delivered to the Architect by hand or certified mail, return receipt requested** for the Owner's convenience and without cause.

Amend 1.3.8.6 to read as follows:

§ 1.3.8.6 In the event of termination not the fault of the Architect, the **sole remedy for the Architect under this Agreement or at law or in equity shall be** services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

Amend 1.3.8.7 to read as follows:

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise **compensated**.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

Amend 1.3.9.1 to read as follows:

§ 1.3.9.1 Payments on account of services rendered and/or a **Change in Services** or for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services, **in a format provided by the Owner and where applicable shall be in proportion to services performed within each phase of services, on the basis set forth in Subparagraph 1.5.1.** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

Amend 1.3.9.2 to read as follows:

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses **provided however, the Architect shall submit in advance a budget of anticipated Reimbursable Expenses which shall be subject to the Owner's approval within 30 days from the date of the executed Agreement:**

Amend 1.3.9.2.1 to read as follows:

- .1 Expense in connection with,** authorized out-of-town travel and subsistence, and **long distance communications, as directly related to the Project;**
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;**

Amend 1.3.9.2.3 to read as follows:

- .3 Expense of** postage, handling and delivery of Instruments of Service **authorized by the Owner and other documents prepared by the Architect. Expense does not include reproduction for the office use of (1) the Architect and/or (2) the Architect Consultants;**

Amend 1.3.9.2.4 to read as follows:

- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner; Expenses for overtime work incurred due to the Architect's delay are excluded in accordance with Subparagraph 1.2.3.2;**
- .5 renderings, models and mock-ups requested by the Owner;**

Delete 1.3.9.2.6 in its entirety:

Delete 1.3.9.2.7 in its entirety:

Replace 1.3.9.2.7 to read as follows:

- .7 Expense of plotter time used for additional services or re-use services. There shall be no reimbursement for computer or plotter time relative in services provided under Article 2.1 through 2.6 or computer time relative to additional or re-use services.**

Delete 1.3.9.2.8 in its entirety:

Amend 1.3.9.3 to read as follows:

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be **presented** to the Owner or the Owner's authorized representative **with the monthly statement of services rendered or expenses incurred to substantiate such services in a format provided by the Owner.**

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

Add the following Subparagraph:

1.3.9.5 If and to the extent that the Contract time initially established in the Contract for Construction is exceeded or extended by more than sixty (60) days through no fault of the Architect, compensation for any Basic Services (excluding close-out requirements, including but not limited to such services as substantial completion inspection, record drawings, review of O&M manuals, final application for payment, final inspection), required for such extended period of Administration of the Construction Contract beyond said sixty (60) day period shall be computed as set forth in Article 1.5.2 hereof for Additional Services.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

Amend 1.4.1.1 to read as follows:

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997, **as amended by the Owner.**

Amend 1.4.1.2 to read as follows:

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, **as amended by the Owner** or as follows:
(List other documents, if any, delineating Architect's scope of services.)

None

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

None

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Compensation for Basic Services shall be a lump sum amount of: \$

1.5.1.1 Total Compensation shall be in the amount of \$XXX. Services are payable monthly in proportion to the services and work completed by the Architect during each month. The Architect shall submit an invoice for all services rendered and fees earned to the Owner once each month. Each invoice must be accompanied by a progress report in a form satisfactorily to the Owner, indicating the current status of the Architect's work, with such other supporting documentation as may be requested by the Owner. Upon receipt of the invoice, progress report, and other documentation all of which must be satisfactorily to the owner, the Owner shall pay the Architect for the services rendered within thirty (30) days. In the event of a disputed or contested invoice, the Owner will notify the Architect by telephone of the alleged dispute within ten (10) working days after receipt of invoice. If a resolution cannot be reached within ten (10) working days after the Owner's notice, the invoice will be returned in writing, or only that portion so contested will be withheld from payment until resolved.

1.5.1.2 Progress payments for Services in each phase shall total the following percentages and fee amounts of the total Compensation payable:

15 % Design Phase	percent (%)	Fee Amount: \$
30 % Design Phase	percent (%)	Fee Amount: \$
60% Design Phase	percent (%)	Fee Amount: \$
95% Design Phase	percent (%)	Fee Amount: \$
100% Design Phase	percent (%)	Fee Amount: \$
Bid Design Phase	percent (%)	Fee Amount: \$

Construction Administration
Closeout

percent (%)
percent (%)

Fee Amount: \$
Fee Amount: \$

Total Compensation

percent (100%)

Fee Amount \$

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

For purposes of this Agreement, the Change in Service Rates shall be at the following hourly rates for each given job classification:

Principal	\$225
Project Manager	\$160
Project Architect	\$145
Architect	\$125
Intern Architect	\$ 95
Senior Engineer	\$160
Professional Engineer	\$135
Engineer In Training (EIT)	\$105
Senior Drafter/CAD	\$110
Drafter/CAD	\$ 90
Specification Writer	\$100
Administrative Assistant	\$ 80
Clerical	\$ 75

Add the following Subparagraphs:

1.5.2.1 For the purpose of this Agreement the Principal of _____ is _____.

1.5.2.2. The rates listed in Subparagraph 1.5.2, as compensation for additional services do not apply to additional services provided under the provisions of Subparagraph 1.3.3.2.4. Compensation for such services shall be mutually agreed upon by the parties on a case by case basis.

1.5.2.3 In order to award a comprehensive General Contract which includes various specialty subcontracts the owner may elect to have the Architect include in the Contract Documents certain portions of Work prepared wholly or partially by others. For the purposes of compensation to the Architect, the following services which require the coordination and administrative effort of the Architect may be required by the Owner but are not included in Subparagraph 2.4.

- .1 Computer Equipment Design Services.
- .2 Interior Design Services beyond those designated in Basic Services.
- .3 Special Equipment and Furnishings Design Services.
- .4 Bulk printing and Reproduction of Contract Documents as required by Owner.
- .5 Roofing Consultant Specialist or other Specialty Services.
- .6 Technical Consultant - Education.
- .7 Commissioning Agent.
- .8 Test and Balance Agency.

Init.

1.5.2.4 Compensation to the Architect for the above services and others not included in those described as standard services shall be calculated in accordance with Paragraphs 1.5.2 depending on the type of service rendered. The Architect shall provide a separate cost estimate for each consultant to be hired to perform services for the project. In those cases where the Owner has a separate contract with consultants or specialists in the preparation of portions of Work incorporated into the Contract Documents by the Engineer, the Owner may at his discretion pay the consultant directly or pass his fee through the Engineer under Article 1.5.3.

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.10) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2. **for compensation shall be computed as a multiple of (1.10) times the expenses incurred by the Architect, and the Architect's employees and consultants.**

Delete 1.5.5 in its entirety:

Amend 1.5.6 to read as follows:

(Paragraphs deleted)

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices, **subject to the Owner's reasonable rates.**

Amend 1.5.7 to read as follows:

§ 1.5.7 An initial payment of **Zero Dollars (\$0)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable **Thirty (30) days** from the date of the Architect's invoice. Amounts unpaid **Sixty (60) days** after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

Ten percent (10%) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

Amend 1.5.9 to read as follows:

§ 1.5.9 If the services covered by this Agreement have not been completed within **stipulated time**, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

Add the following Article:

1.6 OTHER CONDITIONS OR SERVICES

1.6.1 The Agreement shall cover the design phases, construction and administration services for the _____, CCSD MPID #00 _____.

One designated project Architect shall be assigned to carry out the design and construction administration services described in this Agreement.

1.6.2 INSURANCE

1.6.2.1 The insurance stipulated herein refer to all Architectural/Engineering contracts. The Architect/Engineer shall be liable for the Owner's protection as specified in the insurance requirements, notwithstanding any approval and acceptance of the insurance by the Owner's staff. Should any additional premium be charged for such coverages or waivers, the Architect/Engineer shall be responsible to pay said additional premium charge to their insurer. Should the Architect/Engineer fail to provide insurance coverages meeting the terms and requirements stated herein, Owner shall have the right, but not the obligation to purchase the necessary policy at Architect/Engineers expense.

1.6.2.2 The Architect/Engineer shall not commence any work, nor will the Notice to Proceed be issued, until he provides the Owner with evidence of all insurance as required in this section. Required insurance shall be underwritten by insurers admitted or otherwise licensed and approved to do business in Nevada and must have a current AM Best rating of at least "A-VIII" or better, be satisfactory to Owner. Architect is responsible for providing written notice to the Owner in the event of cancellation, non-renewal or material change in the policy (ies).

1.6.2.3 The Owner reserves the right to have the Architect/Engineer furnish the actual insurance policies for review and examination by the Owner. Policies and endorsements must be countersigned by a Nevada Licensed Agent.

1.6.2.4 Architect/Engineer hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Architect/Engineer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner, its Board members and their successors or assigns, officers and employees, individually and collectively for all work performed by the Contractor, its employees, agents and subcontractors.

1.6.2.5 The insurance carriers shall name the Owner, its Board members, officers and employees as additional insured on the General Liability Policy.

1.6.2.6 Architect/Engineer shall require and verify that all consultants maintain insurance meeting all the requirements stated herein, and Architect/Engineer shall ensure that Owner is an additional insured on insurance required from subcontractors.

1.6.3 INSURANCE POLICIES

1.6.3.1 The Architect shall maintain and pay all premium costs for the following minimum insurance coverages on the forms and in the amounts not less than specified, from the commencement of their work until final payment.

1.6.3.2 Architect Professional Liability/Errors & Omissions Insurance Limits of coverage no less than as follows:

Project Cost	Limit Required
Up to \$2,000,000	\$1,000,000 per claim
\$2,000,000 - \$10,000,000	\$3,000,000 per claim
\$10,000,000 and above	\$5,000,000 per claim

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

1.6.3.3 Commercial General Liability Insurance (and/or excess umbrella liability) written on an occurrence form with a minimum limit per occurrence of One Million Dollars (\$1,000,000). Said policy must be written on the 11/86 ISO occurrence form CG0001 (or equivalent), with no additional exclusions, and must include:

- Blanket contractual
- Third Party property damage
- Primary, not contributing coverage

1.6.3.4 Automobile Insurance, and/or excess umbrella liability, for all owned, non-owned and hired vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit, with no additional exclusions.

1.6.3.5 Statutory Workers Compensation/Employer's Liability Insurance in compliance with NRS Chapters 616A to 616D. Employer's Liability shall be in the amount of not less than One Million Dollars (1,000,000).

1.6.3.6 Property Insurance Special form "all risk" coverage for Architect's property to be brought onto the job site.

1.6.3.7 The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Owner, and failure to deliver said insurance certificate or Owner's failure to request delivery shall in no way be construed as a waiver of Architect's obligation to provide the insurance coverages specified.

1.6.3.8 Any deductibles or self-insured retentions must be declared to and approved by the owner. The Owner may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

1.6.4 INDEMNITY

1.6.4.1 Architect/Engineer agrees that it will protect, indemnify and hold DISTRICT harmless from and against any claims, demands, actions, suites, judgements, losses, damages, costs or expenses incurred as a result of personal injury, criminal acts, property damage, civil penalties or fines proximately caused in whole or in part by the acts, Errors or Omissions of the Architect/Engineer's performance under this Contract.

1.6.5 MISCELLANEOUS PROVISIONS

1.6.5.1 The Architect agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Architect further agrees to insert this provision in all consultant agreements hereunder. The the extent applicable, the Architect will comply with all provisions of Executive Order No. 11246 dated September 24, 1965, and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. The Architect will comply with all provisions in connection with performance of work under this contract.

1.6.5.2 All formal notices given under the Contract Documents shall be in writing and shall be deemed properly services if delivered in person to the individual to whom it is addressed or, three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested. The designated person for the purpose of the Formal Notice Requirement shall be:

Clark County School District
1180 Military Tribute Place
Henderson, Nevada 89074

COMPANY NAME
ADDRESS
CITY/STATE/ZIP

Attention: Mark Campbell, Interim Chief of Facilities Attention: _____, Principal

1.6.5.3 The Architect will certify in a form which is agreeable to the Owner that the Project described above, to the best of his knowledge, does not contain any asbestos-containing material (ACBM). We, as an architectural/design firm, did not specify or approve any asbestos-containing material (ACBM) as a building material in the construction of this Project.

1.6.5.4 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in force and effect.

1.7 AUDIT

1.7.1 The Owner shall have the right to audit the Architect's records. Said records shall include but are not limited to the following: accounting records, written policies and procedures; original estimates; estimating work sheet.

1.7.2 All records shall be subject to audit to evaluate and verify direct and indirect costs, including overheard allocations as may apply to costs associated with this Agreement. The Architect agrees to provide records that are generated from a computerized system to the Owner in a readable format on disk.

1.7.3 The Architect shall provide access to all requested records and personnel, and shall provide adequate workspace for the Owner to conduct audit review.

1.7.4 The Architect shall for a period of three (3) years following final payment under this Agreement, maintain such books and records of account as are necessary to ascertain the validity and reasonableness of amounts invoiced by the Architect as Reimbursable Expenses and Additional Services.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

Mark Campbell, Interim Chief of Facilities
Clark County School District

, Principal
COMPANY NAME

Dated: _____

Dated: _____



AIA[®] Document B141[™] – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
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- 2.4 DESIGN SERVICES
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- 2.6 CONTRACT ADMINISTRATION SERVICES
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- 2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

Amend 2.1.5 to read as follows:

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. **These design documents shall be designed in accordance with the applicable laws, statutes, ordinances codes, rules and regulations in force during this phase of design.** The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Amend 2.1.6 to read as follows:

§ 2.1.6 The Architect shall **be reasonable, with the assistant of the Owner** for filing documents required for the approval of governmental authorities having jurisdiction over the Project, **including the Nevada State Fire Marshal, Clark County Department of Health, State Public Works Board, and other agencies designated by the Owner or the applicable municipality, or agencies having jurisdiction. The Owner shall be responsible for the payment of any filing fees which are required.**

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated **due to** changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall **proceed per paragraph 1.1.2.5.2.**

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

Amend 2.1.7.3 to read as follows:

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; **may make recommendations to the Owner** to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. **The estimates of the Cost of the Work provided by the Architect shall be based and identified on the CSI 2004 format.**

Amend 2.1.7.4 to read as follows:

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work **may** be adjusted to reflect changes in the general level of prices in the construction industry.

Amend 2.1.7.5 to read as follows:

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid, the Owner **may**:

- .1 give written approval of an increase in the budget for the Cost of the Work;

Amend 2.1.7.5.2 to read as follows:

- .2 authorize rebidding of the Project, **revised by the Architect at no additional cost to the Owner to incorporate all applicable Addenda;**
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 **in the event the lowest responsible bid exceeds the construction budget by more than 10% for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide**

such modifications in the Contract Documents as shall be necessary to bring the cost of the Project within the Project's budget as set forth in Paragraph 1.2.1.5.

Amend 2.1.7.6 to read as follow:

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

Amend 2.2.1.1 to read as follows:

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including **typical** space requirements and relationships, special equipment, systems and site requirements **and furnishing and equipment standards.**

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

Amend 2.3.1 to read as follows:

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project. **The Architect shall arrive at a mutual understanding of such requirements with the Owner, which shall be reduced to writing and/or graphics by the Architect.**

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

Amend 2.4.1 to read as follows:

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services. **The Architect's design services shall be in compliance with the approved size and quality for this project.**

Add the following Subparagraph:

2.4.1.1 The Architect, during each phase of the Project, shall notify the Owner in writing of any discrepancies, omissions or other deficiencies discovered by the Architect, in the data provided by the Owner including but not limited to those items enumerated elsewhere in this Agreement.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

Amend 2.4.2.1 to read as follows:

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. **These Schematic Design Documents shall be designed in accordance with the applicable laws, statutes, ordinances, codes, rules, and regulations in force during this phase of design.**

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

Amend 2.4.3.1 to read as follows:

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels. **These Design Development Documents shall be designed in accordance with the applicable laws, statutes, ordinances, codes, rules and regulations in force during this phase of design.**

2.4.3.2 The Architect shall provide services to investigate existing conditions or facilities as the Project may require.

2.4.3.3 The Architect shall assist the Owner in connection with obtaining appropriate and necessary zoning and/or zoning variances so as to allow for development and construction of the Project. This shall include preparation of necessary drawings and other visual aids as well as appearances at zoning boards or planning commissions or other governmental meetings or hearings as a representative of the Owner, which shall be limited to the preparation for an appearance at two (2) such meetings or hearings. All other preparations for or appearances at meetings or hearings shall be considered as Additional Services.

§ 2.4.4 CONSTRUCTION DOCUMENTS

Amend 2.4.4.1 to read as follows:

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. **These Construction Documents shall be prepared in accordance, and to the extent possible with the applicable laws, statutes, ordinances, codes, rules and regulation in force during this phase of design.**

Amend 2.4.4.2 to read as follows:

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also **may** compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

Add the following Subparagraphs:

2.4.4.3 The Architect shall furnish the Owner with magnetic (CAD) copies of the non-dimensioned architectural site plan and the non-dimensioned basic floor plan of each school, for use by the Owner to develop landscape and room signage plans. These drawings are considered work developed in the performance of this Contract as discussed in Paragraph 1.3.2.1 of this Agreement and shall be for internal use only as a means to keep an on going record of facility changes or improvements. At the conclusion of the Construction Documents phase, the Architect shall provide to the Owner optical media (CD/DVD) copies of the Drawings and Project Manual (specifications) for CCSD internal use only, as means to keep an ongoing record. The Drawings shall be submitted in both .dwg and .pdf formats, while the Project Manual shall be .doc format.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

Amend 2.5.1 to read as follows:

§ 2.5.1 Upon request, the Architect shall assist the Owner in obtaining competitive bids **and may** assist the Owner in awarding and preparing contracts for construction.

Amend 2.5.2 to read as follows:

§ 2.5.2 If requested by the Owner, the Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.

§ 2.5.4 COMPETITIVE BIDDING

Amend 2.5.4.1 to read as follows:

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings **and other documents as may be required by the Owner.**

Delete 2.5.4.2 in its entirety:

Amend 2.5.4.2 to read as follows:

§ 2.5.4.2. the Architect shall coordinate the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction for the Bid Set Documents .

Delete 2.5.4.3 in its entirety:

Amend 2.5.4.4 to read as follows:

§ 2.5.4.4 The Architect shall consider requests for substitutions, as permitted by the Bidding Documents, and shall identify approved substitutions for the Owner's use in preparing addenda.

Init.

Amend 2.5.4.5 to read as follows:

§ 2.5.4.5 The Architect shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

Amend 2.5.4.7 to read as follows:

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, **may** conduct the opening of the bids.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

Amend 2.6.1.1 to read as follows:

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the **2007** edition of AIA Document A201, General Conditions of the Contract for Construction, **as amended by the Owner**. Modifications made to the General Conditions, **are** adopted as part of the Contract Documents, **and** shall be enforceable under this Agreement.

Amend 2.6.1.2 to read as follows:

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment **and the Owner's approval thereof**. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 **and 1.3.9.5** when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

Add the following Subparagraph:

2.6.1.2.1 The Architect shall conduct a pre-construction conference for the successful bidder, his subcontractors, and others as may be required by the Owner. The Architect shall provide an agenda for the conference and a record of attendance. The Architect shall prepare minutes of the conference and shall make distribution to all parties within 5 days after the conference.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

Amend 2.6.1.4 to read as follows:

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent will not be unreasonably withheld.

Amend 2.6.1.5 to read as follows:

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the **Owner** and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. **The Architect shall endeavor to review and respond to such requests within 14 days after receipt. If additional time is required beyond the 14 days, the Architect shall notify the Contractor in writing.**

2.6.1.6 The Architect shall prepare, reproduce and distribute supplemental Drawings and Specifications, as deemed necessary, in response to requests for information by the Contractor

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect 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 Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

Amend 2.6.1.9 to read as follows:

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be **submitted to the Owner if not consistent with the intent expressed in the Contract Documents for approval by the Owner.**

§ 2.6.2 EVALUATIONS OF THE WORK

Delete 2.6.2.1 in its entirety.

Replace 2.6.2.1 to read as follows:

2.6.2.1 The registered Architect or the designated Architect's representative shall make weekly site visits while Work is in progress, and as often as necessary and appropriate to the state of construction to observe the site and Work to familiarize himself with the progress and quality of the Work; and to determine if the Work is proceeding in accordance with the intent of the contract documents and the construction schedule. He shall reasonably endeavor to guard against defects and deficiencies in the work of the contractors. On the basis of the on-site observations, the Architect shall keep the Owner informed, in writing, as to the progress and quality of the Work. Field reports from the Architect shall be submitted within five (5) days after the on-site observation has been performed and shall include reports from his consultants. Field reports shall be a detailed summary as to the quality of work and progress of the Contractor. The Architect shall attend conferences with representatives of the Owner and other interested parties as may be required in connection with the Work and shall make his services available to the Owner during the construction of the Project for the interpretation of plans and specification where disagreement may arise and for consultation during construction in the event unforeseen conditions arise. The qualified Architect or the Architect's designated representative, approved by the Owner, shall be available throughout the project. However, the Architect shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

Amend 2.6.2.4 to read as follows:

§ 2.6.2.4 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. **Should it be necessary for the Owner and Contractor to communicate directly the Architect shall be apprised of any material communication no later than the next regularly scheduled project meeting.** Communications by and with the Architect's consultants shall be through the Architect.

Amend 2.6.2.5 to read as follows:

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents, **provided however, if the Contractor disputes the rejection of any Work, it shall be the Owner's option to accept such Work whether it be conforming or nonconforming except for Work pertaining to matters of life/safety or code compliance.** Whenever the Architect considers it necessary or advisable, the Architect will have authority to require 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 Architect 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 Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Add the following Subparagraphs:

2.6.2.6 The Architect's consultants listed in Subparagraph 2.1.1 shall provide site visits and field observation reports during the construction period. Site visits shall be coordinated with the progress of the work. The Architect will provide the Owner with copies of the consultant's field observation reports. The minimum site visits required are as follows:

.1 Structural: The structural engineer's representative shall begin site visits when the construction of the foundation begins and shall visit the site weekly until the roof deck has been installed and accepted. XX site visits.

.2 Plumbing: The plumbing engineer's representative shall visit the site at least once prior to the concrete slab being placed to observe below slab installation of the plumbing systems. The plumbing engineer's representative shall visit the site approximately twice a month beginning after the concrete slab has been placed through the duration of the project. XX site visits.

.3 Mechanical: The mechanical engineer's representative shall visit the site approximately twice a month beginning at the commencement of overhead ductwork and hydronic piping installation. Visits shall continue through the duration of the project. Additional site visits for the Systems Verification and Systems Demonstration shall also be required. XX site visits.

.4 Electrical: The electrical engineer's representative shall visit the site once prior to the concrete slab being placed to observe below slab installation of the electrical conduit. The electrical engineer's representative shall visit the site approximately twice a month beginning after the concrete slab has been placed through the duration of the project. XX site visits.

Civil - XX site visits

Kitchen - XX site visits

Landscape - XX site visits

Estimating - XX site visit

2.6.2.7 In the event the Owner determines additional site visits are required by any of one of the above listed consultants, the Owner may request and authorize payment for additional visits. Additional visits required due to the error or origin of the consultant will be at the Architect/consultants' expense.

2.6.2.8 It shall be the duty of the Architect, to establish and conduct regularly scheduled Project meetings with representatives of the Owner and Contractor. Such meetings shall be held weekly or as deemed necessary by the Owner or Architect, throughout the entire construction phase of the Project including that period between Substantial Completion and Final Completion, and shall be for the primary purpose of assessing the progress of the Work of the Contractor and recommending to the Owner such remedial actions as are necessary to achieve required progress and completion in accordance with the construction schedule and within the Contract Time. The Architect shall make a written record of all meetings, conferences, discussions and decisions made between and/or among the Owner, Architect and Contractor during all phases of the Project and concerning any material conditions in the requirements, scope, performance and/or sequence of the Work and to provide a copy of such record to the Architect and Contractor within three (3) working days of the meeting. Exceptions to the written record will be submitted to the Owner within five (5) working days of receipt and thereafter will be noted in the record.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

Amend 2.6.3.1 to read as follows:

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall **determine what amounts, if any, are to be withheld from or back-charged to the Contractor.** The Architect shall issue Certificates for Payment in such amounts. **This certification shall be subject to the Owner's approval.** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

Amend 2.6.3.2 to read as follows:

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

Amend 2.6.4.1 to read as follows:

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the 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 Architect **shall review and respond within 12 working days** as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. **If additional time is required beyond the 12 days, the Architect shall notify the Contractor in writing.** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Amend 2.6.4.2 to read as follows:

2.6.4.2 The Architect shall process, track, maintain and provide copies of all construction phase documents for the Project, including but not limited to: RFI's, NOC's, RFP's, COR's, COA's, Change Orders, Change Directives, NNC's, Applications for Payment and Submittals. The Architect shall maintain a record of submittals and one record copy of submittals including Shop Drawings, Product Data, Samples and other related construction phase submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. Within 60 days from the date the Owner takes occupancy of the Project, the Architect shall provide all such record submittals to the Owner.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

Add the following Subparagraphs:

2.6.4.4 The Architect shall evaluate substitutions proposed by the Contractor during construction but only for those products meeting the criteria of unavailability.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

Amend 2.6.5.2 to read as follows:

2.6.5.2 The Architect shall review and evaluate requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination and respond to the Owner within 10 calendar days. If the Architect and Owner determine that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Owner may issue an order for a minor change in the Work.

Amend 2.6.5.3 to read as follows:

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order **Authorization (COA) for the Owner's execution.**

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

Amend 2.6.6.1 to read as follows:

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and **approval of** records, written warranties and related documents required by the Contract Documents and assembled

by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

Amend 2.6.6.3 to read as follows:

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work **and assign a detailed value to the work which is not complete.**

Amend 2.6.6.4 to read as follows:

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner **with a recommendation:** (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens. **However, final approval to reduce or release shall rest with the Owner.**

Add the following Subparagraphs:

2.6.6.5 The Architect shall review and monitor systems installed for the Project, and provide reasonable assistance in the utilization of equipment or systems such as testing, adjusting and balancing. The Architect shall evaluate the operation and maintenance manuals submitted by the contractor, coordinate training of personnel and provide consultation during start-up operations.

2.6.6.6 After completing the Substantial Completion punch list work, the Contractor submits as-built drawings, signed on each sheet, to the Project Manager as an integral part of the Project Record Documents submittal. Project Record Documents minimally consist of "red marked" as-built drawings, record specifications, record surveys, and the Contractor's certified punch list. After the Project manager reviews the as-builts, they are submitted to the A/E for review. If the as-builts are deemed acceptable, the A/E then submits (via electronic media to the Drafting Section of Special Projects and Renovation Services Department. The original record drawings are set in both Raster and Vector format on a compact disk (CD or DVD) correctly labeled. The hard "red-marked" as-built drawings set must also be submitted. Submitted Vector drawings must be in a "DWG" format only, compatible with AutoCAD 2002 or later. All reference files (xrefs) must be bound to the CAD files and no disciplines are to be missing from the set. (See the 2003 CCSD Design Manual, Section VI, Item L). Submitted Raster files must be in a bit-mapped "TIFF" (Tagged Image File Format) in black and white, each at 200 dots per inch minimum. The Drafting Section will ensure that these documents are submitted correctly. After the Drafting Department is satisfied with the accuracy and integrity of the drawings, Drafting will inform Construction Management of the completeness of the as-built submission, and final payment to the A/E will then be released. Drafting will then index and upload onto CCSD website the submitted TIFF files. "Red-lines" as-built drawings will be microfilmed and stored at the Engineering Services facility. CAD record drawings files will be archived on the CCSD drafting server for future distribution or retrieval. For projects designed within CCSD, the Contractor shall submit signed as-built drawings to the Project Manager, who coordinates the copying, scanning and distributing to CCSD Maintenance, CCSD Engineering Services and CCSD Warranty. Submit specifications in Microsoft Word format only. Hard copies of specifications are not required for the Drafting and Records Department.

2.6.6.7 The Architect shall be a representative of and shall advise and consult with the Owner during construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.6.8 During the correction period, the Architect shall advise and consult with the Owner and shall attend up to four meetings. During the final month of the correction period the Architect and the owner shall inspect the Work, as set forth in 2.6.6.1. The Architect shall prepare a report of all observed defective materials, equipment and workmanship which required corrective action under any applicable warranties, and shall submit the same to the Contractor. Excessive site visits required to re-inspect the Work due to the Contractor's failure to properly correct warranty items shall be considered a Change in Service as set forth in this Agreement.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 Upon request of the Owner the Architect shall meet with the Owner or the Owner's designated representative promptly after

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Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1** up to **2** reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2** up to **X** visits to the site by the Architect over the duration of the Project during construction.
- .3** up to **X** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4** up to **2** inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

Delete 2.8.2.1 in its entirety:

Amend 2.8.2.2. to read as follows:

- .2** **in accordance with the Contract for Construction** responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

Amend 2.8.2.3 to read as follows:

- .3** Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service, **provided such Change Orders and Construction Change Directives are required for reasons not within the control or cause of the Architect.**

Amend 2.8.2.4 to read as follows:

- .4** providing consultation concerning replacement of Work resulting from fire or other cause during construction, **as requested by the Owner.**

Amend 2.8.2.5 to read as follows:

- .5** evaluation of an extensive number of claims submitted by the Contractor or others in connection with the Work, **provided such claims are for reasons not within the control or cause of the Architect.**

Amend 2.8.2.6 to read as follows:

- .6** **making material revisions to Instruments of Service providing such revisions are required for reasons not within the control or cause of the Architect.**

ARTICLE 2.9 AMENDMENTS

2.9.1 Amendments to this Standard Form of Architect's Services, Design and Contract Administration, if any, are as follows:

NOT APPLICABLE

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and amendments hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA B141-1997, that was entered into by the parties as of the date affixed on page 1.

OWNER

ARCHITECT

(Signature)

Mark Campbell, Interim Chief of Facilities
Clark County School District

(Printed Name and Title)

Dated: _____

(Signature)

_____, Principal
COMPANY NAME

(Printed Name and Title)

Dated: _____

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