

**CONTRACT FOR PROVIDING ARCHITECTURAL SERVICES FOR  
THE UNIVERSITY OF NEVADA, LAS VEGAS  
PLANNING AND CONSTRUCTION DEPARTMENT  
PROJECT NAME  
PROJECT TMA NUMBER AND PC NUMBER**

This CONTRACT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200X, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, hereinafter called "UNLV" and XXXXXXXXXXXXXXXXXXXX (hereinafter called "Consultant"), for providing architectural services.

WITNESSETH:

WHEREAS, the UNLV Planning and Construction Department requires the services of a Consultant capable of architectural services, and;

WHEREAS, said Consultant is qualified to provide such services, and;

WHEREAS, said Consultant has submitted a Proposal, dated XXXXXX, 200X (hereinafter called "Exhibit A") to perform the required services;

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions, obligations, and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I: TERM

The Term of this contract shall be from initial date of contract through XXXXXXX, 200X, with an option to renew, at UNLV's sole option, for one additional one-year period. Nothing in this Contract shall be construed as guaranteeing Consultant that any such renewals will be actually exercised or that any specific amount of fees will be due it.

ARTICLE II: SCOPE OF CONTRACT

The Scope of the initial portion of this Contract shall be as is noted in Exhibit A and Exhibit B. If there are any conflicts with that Proposal and this Contract, the terms of this Contract shall prevail. UNLV shall, at its sole option, have the option to develop additional job-specific Scopes of Work in the event it elects to request additional services from Consultant. Nothing in this Contract shall be construed as guaranteeing Consultant that any additional Scopes of Work will be actually requested.

ARTICLE III: AMOUNT OF CONTRACT

- A. The Consultant agrees to provide the services set forth in Exhibit A and Exhibit B for a lump sum as outlined below. The University agrees to pay the consultant in installments based upon progress as follows:

Basic Services	% of Fee	Cost
Program		\$XXXXXX
Schematic Design	15%	\$XXXXXX
Design Development	15%	\$XXXXXX
Construction Documents	40%	\$XXXXXX
Bidding Phase	5%	\$XXXXXX
Construction Administration Phase	25%	\$XXXXXX
<b>Total, Basic Services</b>		\$XXXXXX
Expanded Services		\$XXXXXX
Reimbursable Expenses		\$XXXXXX
<b>Total, Basic and Expanded Services</b>		\$XXXXXX

- B. Reimbursable Expenses - The Consultant shall be reimbursed for out of pocket expenses directly attributable to the Project at rates not exceeding the following:

- Bulk Printing - authorized by UNLV Net Cost
- Out of state travel Net Cost
- Out of state travel - automobile IRS Maximum
- Sub-Consultants for Extra Compensation 1.1 x Net Cost

Usual and customary expenses including office supplies, rent, utilities, general clerical and secretarial services, local phone calls, long distance phone calls, local automobile travel, local FAX transmissions, long distance FAX transmissions, CAD services, and depreciation are not reimbursable under the terms of this Agreement. The cost of all reproductions required for the execution of the project shall be deemed to be included in the Basic Services fee. (Indicate additional sets as required)

- C. UNLV may elect at any time, at its sole convenience, to terminate this Contract and cease the issuance of any payments. In the event of such cancellation, Consultant acknowledges that it will not be due any monies except for work already completed or in progress. In the event UNLV shall request additional services from the Consultant during the term of this Contract or during any allowable renewals, payments shall be made as agreed to between Consultant and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Consultant prior to the commencement of any work.
- D. All payments shall be made within (30) thirty days of acceptance of the related invoice. Consultant shall not be due any interest or penalty on any unpaid amounts.

## ARTICLE IV: INSURANCE, LIABILITY & INDEMNIFICATION

### A. INSURANCE

The consultant shall procure and maintain:

1. Commercial General liability insurance including coverage for premises/operations, products/completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
2. Automobile liability insurance in the amount of \$1,000,000 Combined Single Limit.
3. Workers Compensation insurance as required by Nevada Statute.
4. Professional Liability in the amount of \$1,000,000 per claim and \$3,000,000 aggregate.

The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability policy by Insurance Services Office (ISO) standard endorsement CG20101185 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

The consultant shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

### B. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

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

### C. INDEMNITY

Consultant shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs, or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any negligent act or negligent failure to act by Consultant or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

## ARTICLE V: GENERAL SERVICES

- A. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will correct those services not meeting such a standard without additional compensation.
- B. Ensure adequate in-house and sub-consulting staff to perform the services required of this Agreement in the stipulated time.
- C. Attendance with sub-consultants at all required meetings and the preparation and distribution of all meeting minutes to parties designated by the University Project Manager within five (5) working days of the meeting.
- D. Coordination of the work of this Agreement in a timely manner with the University, if required, as well as with appropriate University projects. Should the Consultant discern that the schedule will not be met for any reason, he or she shall so notify the University as soon as practically possible.
- E. The Consultant shall perform thorough on-site surveys of project work areas identified in the proposal. The Consultant and his sub-consultants shall determine the actual field dimensions and conditions under which the work is to be performed.
- F. The Consultant agrees to comply with all project planning, design, and procedural standards of the University, and will not deviate from the standards unless directed to do so in writing by the Director

of Planning and Construction. The Consultant must also comply with the Adopted Standards of the State Public Works Board. When there are competing standards, the stricter of the standards shall be used.

- G. The Consultant shall not utilize in any way the services of any sub-consultant unless approved by the University for this project. The fees of any/all sub-consultants retained by the Consultant for the execution of the project shall be deemed included in the Basic Services Fee. Failure by any of the Consultant personnel to cooperate fully in the execution of the Project shall, upon notice of same, cause them to be relieved of their duties in connection with the project and replace with personnel approved by the University Project Manager.
- H. The Consultant shall recommend, design, and specify only those materials that are asbestos free. Furthermore, the Architect shall include language in the material specifications that the Contractor shall use only asbestos free materials.
- I. All project documentation shall be transmitted to the university in electronic format. The Consultant shall make presentation materials available to the University in workable electronic format.
- J. Upon completion of each project phase, the Consultant shall deliver to the University a compact disc that contains an electronic file of the complete approved submittal.
- K. Upon completion of the Work, the Consultant shall compile for and deliver to the University a reproducible set of Record Documents conforming to the marked-up prints, drawings and other data furnished to the Consultant by the Contractor. This set of Record Documents will show the reported location of the Work and significant changes made during the construction process. Because these Record Documents are based on unverified information provided by other parties that will be assumed reliable, the Consultant cannot and does not warrant their accuracy.

#### ARTICLE VI: MISCELLANEOUS PROVISIONS

##### A. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Consultant acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), NSHE, UNLV, the UNLV Logo or any other related name in the performance of its services, in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

*Pick one of the following. The first one should be used when architectural services are required. The second one can be used when the Consultant is providing services, studies, reports, etc. that are not regulated by Nevada Board of Architecture, Interior Design and Residential Design.*

##### B. OWNERSHIP OF MATERIALS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the Consultant, as instruments of service shall remain the property of the Consultant. Copies of the drawings and specifications retained by the University may be utilized only for its use and for occupying the project for which they were prepared, and not for the construction of any other project.

##### B. OWNERSHIP OF MATERIALS

The Consultant acknowledges that all materials produced under this Contract and any renewals will become the property of UNLV immediately upon receiving any payment for the services performed in developing such materials. The Consultant is to provide such materials to UNLV immediately upon receiving UNLV's request for same.

##### C. CONFIDENTIALITY

By signing this Agreement, Consultant acknowledges that any materials and/or data that may result from its efforts, as related to this Agreement, are the property of the University of Nevada Las Vegas (UNLV), and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Consultant acknowledges that UNLV

would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

Consultant agrees to indemnify UNLV for any negligent or willful conduct on the part of its employees regarding unauthorized release of UNLV information submitted for imaging.

**D. SUCCESSORS AND ASSIGNS**

UNLV and the Consultant each binds itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Except as noted above, neither UNLV nor Consultant shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of UNLV, which may be a party hereto.

**E. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

**F. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

**G. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

**H. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the 8<sup>th</sup> Judicial District Court in and for the County of Clark, State of Nevada, and Consultant hereby expressly consents to the jurisdiction of said court.

**I. ENTIRE CONTRACT**

This Contract, together with all Attachments, Proposal documents, Exhibits and other appendices hereto, constitutes the entire Contract between the parties.

**J. Written notices required under this contract shall be sent certified mail, return receipt requested, to:**

UNLV	CONSULTANT
David S. Frommer, A.I.A. Executive Director, Planning and Construction University of Nevada, Las Vegas Box 451027, 4505 Maryland Pkwy. Las Vegas, NV 89154-1027	Consultant (Owner) Consultant Title Company Name Address Las Vegas, NV 89xxx
Sharrie Mayden, C.P.M. Director of Purchasing University of Nevada, Las Vegas Box 451033, 4505 Maryland Pkwy. Las Vegas, NV 89154-1033	

Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if transmitted by facsimile to the facsimile number contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express courier service to the business address identified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

1) Date Approved \_\_\_\_\_

by \_\_\_\_\_

XXXXXXXXXX, Owner  
XXXXXX( Company name)

**Accepted by the University of Nevada, Las Vegas**

(2) Date Recommended \_\_\_\_\_

by \_\_\_\_\_

David S. Frommer, A.I.A., Executive Director of Planning and Construction  
University of Nevada, Las Vegas

The Board of Regents, of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas

(3) Date Approved \_\_\_\_\_

by \_\_\_\_\_

Sharrie Mayden, C.P.M., Director of Purchasing  
University of Nevada, Las Vegas

Exhibit "A"  
XXXXXXXXXXXXX Proposal  
Dated XXXXXXXXXXXX  
XX Pages