

CONTRACT FOR DARLING TENNIS CENTER OPERATION

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and CJMS TENNIS MANAGEMENT COMPANY (hereinafter the "Operator"), a limited liability company having its principal office located at 2773 Borthwick Avenue, Las Vegas, Nevada 89044.

RECITALS

WHEREAS the City leased land pursuant to BLM Lease No. N-63336 from the United States Department of the Interior, Bureau of Land Management ("BLM"), and this land is subject to the Recreation and Public Purposes Act 43, U.S.C. 869 et seq. (the "R&PP Act"); and

WHEREAS the R&PP Act contains conditions which, in essence, require the City to use the land for recreational and public purposes and not transfer operational control of the land to a third party; and

WHEREAS the City constructed the Amanda & Stacy Darling Memorial Tennis Center (the "Center") to meet the recreational needs of the growing Las Vegas community; and

WHEREAS the City is desirous of retaining a qualified organization to operate and manage the Center, and requested proposals from potential organizations to provide such services; and

WHEREAS the Operator submitted the most advantageous proposal; and

WHEREAS the City and the Operator desire to enter into this Contract for the operation and management of the Center;

NOW THEREFORE the City and the Operator agree as follows:

SECTION A – Purpose of Agreement

- (a) The purpose of this Agreement is to provide for the operation, management, and maintenance of the Center by the Operator.
- (b) The Operator will operate the Center, owned by BLM and leased by the City. The Center shall be managed, operated, and made available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.
- (c) The Operator shall act as the general clearing house, organizer, overseer, coordinator, and promoter of recreation, fitness, safety, and competitive programs offered in the Center. This Agreement defines the operating terms mutually agreed upon by both parties.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "*Center*" means the Darling Tennis Center, all facilities and land located within the area outlined in Exhibit 1 (Site Map).
- (c) "*City*" means the City of Las Vegas.
- (d) "*City Council*" means the governing body of the City of Las Vegas.

- (e) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Operator.
- (f) "*Endowment Fund*" refers to a financial account established by the City using funds donated by the Darling Foundation, pursuant to an agreement between the Darling Foundation and the City dated March 17, 2004. The Endowment Fund remains under the full control of the City.
- (g) "*Deliverable*" means any report, data, documentation, or other tangible item that the Operator is required to provide to the City under the terms of this Contract.
- (h) "*FF&E*" means Furniture, Fixtures and Equipment, or items not permanently attached to a structure or building. For example: sports/electronics equipment, desks, chairs, bookcases, file cabinets, waste receptacles, partitions, refrigerators, tables, credenzas, and furniture systems.
- (i) "*Non-exclusive Contract*" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (j) "*Operator*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (k) "*Operator Furnished Equipment or OFE*" means furniture, fixtures, equipment and other items purchased by the Operator with their own funds.
- (l) "*Operator Representative*" means the individual authorized to act on behalf of the Operator regarding routine matters arising under or relating to this Contract.
- (m) "*Programs*" means organized activities, and classes that are offered to the public that offer recreational, social, and educational or other benefits to participants.
- (n) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Operator.

B-2 Revenue and Budgets

- (a) The goal of the City and the Operator is that the Center be operated at a financial break-even point, with revenue equaling or exceeding operating costs (including salaries and management fees). The Operator may engage in fund raising activities to supplement operating revenue, or it may supplement the operating budget through its own resources.
- (b) Throughout the term of this Contract, all revenue generated from the Center shall be collected and retained by the Operator on behalf of the City. All revenue shall be collected, handled and deposited in accordance with Generally Accepted Accounting Principles ("GAAP"). The City reserves the right to review these procedures to ensure they comply with GAAP. The Operator shall keep, throughout the term of this Contract and any extensions thereof, all books and records customarily used in this type of operation in accordance with GAAP.
- (c) The Operator shall propose operating budgets and projected revenue streams annually to the City. The Operator shall submit a proposed operating budget no later than March 1st of each year. The City will retain the right to approve or disapprove budgets. The City will have until March 31st to render disapproval of the proposed budget. Any failure of the City to respond may be considered by the Operator to be an approval of the budget as submitted. The Operator may request amendment to the budget by application to the City Director of Finance and Business Services.
- (d) The City shall make available to the BLM, in accordance with the R&PP Act, copies of the annual profit and loss statements, as well as any incidental financial and operating statements reflecting all expenses and revenue associated with the Center.

B-3 Deposits and Draw Downs

- (a) The Operator shall make daily deposits of all funds collected from the operation of the Center into a joint account established by the Operator and the City. The Operator shall be authorized to draw down funds that are available in the joint account for the payment of expenses related to the Center. In no event shall the Operator draw funds from the joint account which exceed the amount available. Each month, the City may review all bank statements and request supporting data from the Operator for any activity in the joint account. Each month, the City will receive a bank statement and an itemization of all activity in the joint account. The

City may request additional supporting data as it deems necessary in reviewing account activity. The City will have access to view account activity online, but not to make transactions.

- (b) The Operator shall make monthly deposits of capital court resurfacing funds into a joint account established by the Operator and the City. The Operator shall be authorized to draw down funds that are available in the joint account for the payment of court resurfacing costs. Each month, the City may review all bank statements and request supporting data from the Operator for any activity in the joint account. Each month, the City will receive a bank statement and an itemization of all activity in the joint account. The City may request additional supporting data as it deems necessary in reviewing account activity. The City will have access to view account activity online, but not to make transactions.

B-4 Operating Reserve

- (a) The Operator shall maintain an Operating Reserve during this Contract term in the principal sum of Ten Thousand Dollars (\$10,000.00). The Operating Reserve shall guarantee performance of each term and condition of this Contract and, in the event of the Operator's breach of this Contract, the Operating Reserve shall be recoverable by the City for all damages resulting from failure of the Operator to well and faithfully perform and observe any and all provisions of this Contract.
- (b) The Operating Reserve shall take the form of a deposit of cash in the amount of \$10,000.00 in a restricted Certificate of Deposit drawn against the account of the Operator at such bank as the City shall approve, allowing for withdrawal only upon written consent of the City. All interest earned on such Certificate shall be the property of the Operator;

B-5 Deliverables

The Operator shall submit the below-listed Deliverables electronically to the Project Manager. Upon request by the Project Manager, the Operator shall provide any supporting documentation needed by the City to adequately evaluate the Deliverables.

- (a) Security Plan – providing adequate security to ensure the safety of all Center patrons and staff, and the security of the Center. To be submitted no later than 60 calendar days after Contract Award.
- (b) Safety Program – providing a plan to ensure safe and proper usage of the Center. To be submitted no later than 60 calendar days after Contract Award.
- (c) Proposed Operating Budget – to be submitted no later than March 1st of each year, and to be based on the Program and Fee Schedule in place for that fiscal year.
- (d) Independently reviewed Financial Statements – to be submitted no later than 60 calendar days after the end of each fiscal year.
- (e) Operating Statement – showing at minimum maintenance events in excess of \$1,000, itemized gross receipts, fundraising revenues, itemized expenses, profit and loss statement, bank statement, check register and bank reconciliation for the previous calendar month. To be submitted no later than 10 business days after the beginning of each new calendar month.
- (f) Program Report – showing at minimum actual programs offered, attendance per program, cancellations, and consumer complaints received for the previous calendar quarter. To be submitted no later than 10 business days after the beginning of each new calendar quarter.
- (g) Program Schedule – showing scheduling and use of the Center. To be submitted no later than 15 calendar days after Contract Award. Subsequent substantial revisions to the Program Schedule shall be submitted no later than thirty days prior to the effective date of the revised Program Schedule. If the City provides comments, the parties shall meet to make changes agreeable to both. If the City does not provide comments within fifteen working days, the Operator may consider the revised Program Schedule to be approved, and may implement it. Minor revisions falling within the general parameters of the existing Program Schedule may be made and communicated to the Project Manager within a reasonable timeframe.
- (h) Fee Schedule – showing the reasonable charges to be imposed or collected for the use of the Center and its services. In accordance with R&PP, all fees or charges may not exceed fees or charges imposed by other comparable facilities. To be submitted no later than 15 calendar days after Contract Award. Subsequent revisions to the Fee Schedule shall be submitted no later than thirty days prior to the effective date of the

revised Fee Schedule. If the City should object to the revised Fee Schedule, the City shall provide the reasons for disapproval and shall provide the opportunity for the Operator to submit a revised Fee Schedule. If the City does not provide comments within fifteen working days, the Operator may consider the revised Fee Schedule to be approved, and may implement it.

- (i) Personal Injury Report – providing all available details of any assertion of personal injury asserted by users, employees or contractors at the Center. To be submitted as soon as practically possible following the assertion of personal injury.
- (j) Damage Report – providing all available details of any damage or vandalism in excess of \$1,000.00 to the Center, or any damage that requires closure of the Center. To be submitted as soon as practically possible following discovery or report of damage.

B-6 Maintenance Responsibilities

(a) Operator Maintenance responsibilities shall include:

- (i) Maintenance of all restrooms (including stocking and refilling restroom consumables)
- (ii) Maintain in good working order all signs located within or on the exterior of the Center
- (iii) Maintain all equipment, including City-owned FF&E. All FF&E currently located at the Center will remain the property of the City, to be returned to the City in like condition at the end of the Contract term.
- (iv) Perform all landscaping maintenance duties necessary to maintain all grounds within the boundaries of the Center, as shown in Exhibit 1, in a clean and attractive manner.
- (v) Perform all housekeeping and janitorial duties necessary to maintain the entire facility in a clean, sanitary, orderly and presentable fashion, in general accordance with the City's technical specifications for janitorial services.
- (vi) Maintain the security system, fire alarm, fire extinguishers, and fire suppression system for the Center.
- (vii) Pay all costs associated with electric, building water, garbage disposal, telephone, data and transfer fees necessary to operate the Center.
- (viii) Maintain a complete electronic inventory of all City-owned property located at the Center. Ensure that inventory procured by the City or with City funds is accounted for as City property.
- (ix) Perform all maintenance and repairs at the Center under \$10,000 per incident.
- (x) Report all maintenance and repairs at the Center in excess of \$1,000 per incident. These maintenance and repairs in excess of \$1,000 per incident will be referred to as "Large Maintenance Events"

(b) City Maintenance responsibilities shall include:

- (i) Reimburse the Operator for Large Maintenance Events in excess of \$30,000 per year.
- (ii) Perform all unreasonable maintenance due to existing construction defects. Unreasonable maintenance is considered to be maintenance that would not be necessary were it not for the existence of a construction defect.
- (iii) Consider requests from the Operator for use of moneys existing in the Endowment Fund, for the performance of or reimbursement for Large Maintenance Events.
- (iv) Perform on-site inspections, at minimum quarterly, of maintenance and housekeeping at the Center, and provide an inspection report to the Operator within 15 working days after each inspection.
- (v) Maintain all parking areas and roadways to the Center.
- (vi) Maintain any City-owned Artwork located in the Center.
- (vii) Provide and pay for landscaping/irrigation water.

(c) Court Resurfacing:

- (i) The Operator shall establish a Court Resurfacing Fund in accordance with Section B-3. Money in this Fund shall only be used for routine resurfacing of courts at the Center, unless with the written permission of the City's Chief Financial Officer.
- (ii) The City will make an initial deposit of \$25,335.00 into the Court Resurfacing Fund. This amount is intended to compensate the Operator for existing wear and tear on the court surfaces.
- (iii) The Operator shall establish a reasonable court resurfacing schedule, and shall make monthly contributions to the Resurfacing Fund in an amount sufficient to pay for all court resurfacing.
- (iv) Routine court resurfacing shall be the responsibility of the Operator.

B-7 Management Fee

The Operator shall be entitled to include in its Operating Budget a monthly Management Fee of \$7,500.00 dollars, to cover the Operator's cost of providing corporate or headquarters support such as planning, staffing, quality assurance or general and administrative expenses that may not be easily or directly linked to the operation of the facility.

B-8 Performance Incentive Fee

The Operator shall be entitled to a Performance Incentive Fee, paid at the end of each fiscal year, of 100% of net revenue at the Center on an annual basis.

B-9 Agreement Term

The term of the Contract commences on Award Date and continues for five (5) calendar years. The Contract shall be renewable for three (3) additional five-year periods through mutual agreement of both parties in accordance with Paragraph E-15, Modification/Amendment.

SECTION C – Scope of Services

C-1 General

- (a) The Operator shall manage, maintain and operate the Center in a professional, efficient and economic manner, consistent with good business practices. The Operator shall provide all personnel, expertise, equipment, supplies and other items necessary to operate the Center as an enterprise available for use by the general public.
- (b) The Operator shall only engage in tennis-related business within the Center, as allowed herein.
- (c) The Operator shall not install vending machines for the sale of food or beverages in the Center.
- (d) The Operator shall be responsible for day-to-day operation of the Center in a manner that ensures the safe, attractive and pleasant use of the Center. No Hazardous Substance or Hazardous Waste shall be used, produced, transported, released or stored within the Center at any time. The Center shall be operational daily for all days and hours as agreed to with the Project Manager, unless during severe weather.
- (e) The Operator shall provide professional, competent staffing, including Sandra Foley as General Manager. The General Manager may not be replaced without the City's prior approval. The Operator shall ensure the presence of a manager or supervisor during all hours of operation, and adequate full or part-time staff to operate the Center during all hours of operation. The Operator shall be responsible for maintaining satisfactory standards of employee competence, conduct, integrity and professional appearance.
- (f) The Operator shall limit any representation regarding its connection with the Center to either: 1) "Operated by" or 2) "Managed by". Any identification by the Operator in either context requires the further specification that the Center is a "City of Las Vegas" park, tennis center, or center. No implication or suggestion that the Darling Tennis Center is an Operator-owned facility will be permitted.
- (g) The Operator shall ensure that consumer complaints are handled expeditiously and courteously.
- (h) The Operator shall make no facility alterations or additions to the Center without the prior consent of the City. For such action, the Operator shall first submit plans to the Project Manager for approval.

C-2 Programming

- (a) The Operator shall develop, operate and manage programs determined to serve the community based on perceived need. The Operator shall analyze community needs and desires on a regular basis throughout the Contract term, and adjust programming accordingly.
- (b) The Operator shall develop a Program Schedule in accordance with Section B-5 (g) of this Contract.
- (c) The Operator shall offer tennis lessons to the general public, advance court reservations, and walk-on public usage of the courts daily during predetermined hours.

- (d) The Operator shall market and manage professional tennis tournaments at the Center.
- (e) The Operator will cooperate with the City to allow for joint use of the Center. The City may schedule special events at the Center, subject to Center availability, with 30 days advance notice. The City may schedule such events on up to 10 days per year.

C-3 Fees

- (a) The Operator shall establish a Fee Schedule in accordance with Section B-5 (h) of this Contract. The current Fee Schedule, including prices charged for court fees, merchandise, equipment rental, lessons, and any other products or services offered, shall be visibly posted at the location where such fees are normally paid.
- (b) No more than a "reasonable" charge may be imposed for the use of the Center or its services. This means that, in accordance with R&PP requirements, any and all fees or charges for use of the Center and its facilities or services may not exceed fees or charges imposed by other comparable facilities.

C-4 Marketing Activities

- (a) The Operator shall be responsible for all marketing, promotional and fund raising activities. The Operator is authorized to use the City of Las Vegas logo and the Darling Tennis Center logo in the course of such activities, and for no other purposes. All uses of the City of Las Vegas logo and the Darling Tennis Center logo shall be in good taste, as determined by the Project Manager.
- (b) The Operator and the Project Manager shall mutually agree on Center advertising campaigns, exterior and interior signage, brochures, newsletters, promotional publicity, and other marketing materials.
- (c) The City will provide a current Center mailing list to the Operator at the time of award. At the expiration or termination of this Contract, the Operator will provide the City with its then-current mailing list of customers and interested parties.

C-5 Employees and Subcontractors

- (a) The Operator shall secure, train and pay all personnel necessary for the successful operation of the Center. No employee, subcontractor or volunteer involved with the Center will have any contractual relationship with the City.
- (b) Any and all claims arising under the Worker's Compensation Act of the State of Nevada, or similar act, on behalf of employees or other persons engaged in work related to the Center shall be the sole obligation of the Operator.
- (c) The Operator shall provide equal employment opportunities, and follow all federal, state and local employment laws and regulations.
- (d) The Operator shall conduct background checks and drug-testing of employees in accordance with the Operator's policies and procedures.
- (e) The Operator shall utilize licensed and insured caterers or food vendors for any event requiring food service. The Operator shall coordinate with City of Las Vegas Business Licensing to ensure that all requirements are met before utilizing food vendors.

SECTION D – Special Clauses

D-1 Good Faith and Cooperation

The City and the Operator agree that it is in their mutual best interest and in the best interest of the public that the Center be operated and managed as herein agreed. To that end, the parties shall in all instances cooperate, act in good faith, act in compliance with all of the terms of this Contract, and shall deal fairly with each other.

D-2 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE OPERATOR: CJMS Tennis Management Company
 Sandra Foley, Managing Member
 2773 Borthwick Avenue
 Las Vegas, Nevada 89044

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

D-3 Project Manager/Operator Representative [CAO-7/24/08]

- (a) The City designates Lonny Zimmerman as the Project Manager for this Contract. The City will provide written notice to the Operator should there be a subsequent Project Manager change. The Project Manager will be the Operator's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Operator regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Operator designates Sandra Foley as the Operator Representative for this Contract. The Operator will provide written notice to the City should there be a subsequent Operator Representative change. The Operator Representative will be the City's principal point of contact for the Operator regarding any matters relating to this Contract, will provide all general direction to the City regarding Contract performance, and will provide guidance regarding the Operator's goals and policies. The Operator Representative is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (c) The City authorizes Pamela Hoffman as the Contracts Specialist for this Contract. The City will provide written notice to the Company should there be a Contracts Specialist change. The Contracts Specialist will resolve any low-level disputes regarding matters relating to the terms and conditions of this Contract.

D-4 City Obligations

The City shall:

- (a) Provide and pay for sewer services to the Center.
- (b) Provide and pay for landscaping water to the Center.
- (c) Review all Deliverables and other submittals in a timely manner.
- (d) Provide the Operator with updated City employee telephone directories as they become available.
- (e) Continue normal inclusion of the Center in City advertising and marketing.
- (f) Continue listing the Center in the Parks directory section of the City website.
- (g) With the permission of the United States Tennis Association, assign the Regional Training Center contract currently held by the City to the Operator, and provide a current accounting of moneys received, turning over unspent moneys.
- (h) Cooperate and communicate with the Operator in an orderly phased turn-over of the Center and its operations.

D-5 BLM Approval

This Contract is subordinate to the City's BLM lease on the land under the Center. Should the City's lease be canceled or fail to be renewed, this Contract will be terminated without prejudice and without penalty to the City. Should the City's lease be converted to a patent, this Contract will be subordinate to and governed by the terms of the patent.

This Contract is subject to BLM approval. Any changes required by the BLM will be added to the Contract by Modification in accordance with Section E-15, Modification/Amendment.

D-6 Holidays

The City recognizes the following holidays: Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Day and New Year's Day. The Operator may close the Center only on the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

D-7 Computation of Time

In computing any period of time prescribed or allowing under this Contract, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday or City holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or City holiday.

D-8 Subcontracting, Teaming and Partnering

The Operator may subcontract, team or partner with other individuals or organizations that would be given responsibility for certain minor functions within the Center. Any such subcontract or agreement shall be in the form of and subordinate to this Contract, and must be in full compliance with the R&PP Act. The City retains the right to direct the Operator to terminate any subcontracts should they be found not in compliance with this Contract, the R&PP Act, or any governing laws. The Operator shall be responsible and liable for the actions or inactions of its subcontractors or partners. Any assignment or subcontracting by the Operator of a major portion of its responsibilities under this Contract to another party shall require prior approval of the City.

D-9 Warranty – Services [CAO-7/24/08]

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

D-10 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-11 Licenses/Registrations [CAO-7/24/08]

- (a) During the entire performance period of this Contract, the Operator shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.
- (b) The Operator shall, at its own expense, secure any and all permits which may be required by the City, County or any other governmental entity for the Center, including the Clark County Health District. The City will provide reasonable assistance to the Operator in securing these permits when requested by the Operator.

D-12 Internet Domain Name

The parties agree that the domain name "darlingtenniscenter.net" should be the possession of whatever entity operates the Center. The City will transfer ownership of the domain name "darlingtenniscenter.net" to the Operator on Award Date. The Operator will be responsible for all renewals and other costs associated with ownership of the domain name for the remainder of the term of this Contract. On expiration of this Contract, or on

termination of the Contract by any party for any cause or convenience, the Operator shall transfer ownership of the domain name "darlingtenniscenter.net" back to the City, or to such other party as the City shall designate, effective on the date of expiration or termination of this Contract.

D-13 Order of Precedence [CAO-7/24/08]

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

SECTION E – General Clauses

E-1 Disputes [R]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Operator, the Operator shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Operator as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Operator in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The City and the Operator shall mutually agree on the selection of an arbitrator or arbitration panel. If the parties cannot come to agreement on arbitrator selection, each party will select one arbitrator who together will select the final arbitrator or arbitration panel.
- (d) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

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

E-3 Termination for Convenience [R]

- (a) The City shall have the option to terminate this Contract for convenience with a minimum of 30 days notice given in accordance with Section D-2, Legal Notice. On termination for convenience, the City will reimburse the Operator according to the following schedule:
 - (i) If termination is effective during the first 24 calendar months after Award Date, the City will reimburse the Operator for any initial investment which has not been recovered as of the effective date of termination, as evidenced by the Operator's audited financial statements. In addition, if the Center's revenues have been, for the three reported months immediately prior to the month the notice of termination is transmitted to the Operator, a minimum of 90% of its operating expenses (i.e., the

Center is nearly or completely cost-recovering), then the City will pay the Operator an opportunity fee equal to \$50,000.

- (j) If termination is effective after the first 24 calendar months after Award Date, and the Center's revenues have been, for the three reported months immediately prior to the month the notice of termination is transmitted to the Operator, a minimum of 90% of its operating expenses (i.e., the Center is nearly or completely cost-recovering), then the City will pay the Operator an opportunity fee equal to six months' worth of management fees and manager's salary as set in the then-current operating budget. If the Center is *not* cost-recovering as described above, the City shall reimburse the Operator for any initial investment which has not been recovered as of the effective date of termination, as evidenced by the Operator's audited financial statements, but shall not owe the Operator any opportunity fee.

- (b) The Operator shall have the option to terminate this Contract for convenience, with a minimum of six months notice given in accordance with Section D-2, Legal Notice.

E-4 Termination for Default [CAO-11/9/09]

- (a) The City may, by written notice of default to the Operator, terminate this Contract in whole or in part if the Operator fails to:
 - (i) Perform the services under Section C, including, if applicable, delivering any required goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Operator does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-2 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Operator shall be liable to the City for any excess costs for those services or goods. However, the Operator shall continue any work not terminated.
- (d) The Operator shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Operator. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Operator's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Operator fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Operator pursuant to Paragraph D-2 (Legal Notice) above, the Operator shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Operator shall continue with its performance under the Contract.

E-5 Insurance and Bonds [R]

- (a) The Operator shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Operator and the City from potential Operator/employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Operator's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages, premises and operations liability, contractual liability, owner's and contractors' protection, employer's liability, projects and completed operations coverage, and sexual abuse/molestation defense insurance coverage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. If the General Liability policy excludes sports liability, then separate sports liability insurance must be purchased in the same limits as described above.
 - (iii) Business interruption or rental loss insurance (or the functional equivalent) in an amount to cover not less than twelve months of the revenues attributed to the Center.
 - (iv) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Operator and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Operator and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.
 - (v) Any Employee Dishonesty Bond held by a company approved by the City, indemnifying the City against any dishonest acts of the Operator or any of its employees, officers or directors, individually or in collusion with others, which bond shall be in the amount of not less than Twenty Five Thousand Dollars (\$25,000) for all key financial officers or employees and Ten Thousand Dollars (\$10,000) for all other employees.
- (b) The Operator shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect to Insurance Tracking Services, Inc. (ITS), within **three days** after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Operator shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Operator shall annually provide the ITS with certificate(s) of insurance as evidence that all insurance requirements have been met. The Operator or insurance carrier shall provide the City with 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Operator's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of

Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Operator, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. Such approval shall not be unreasonably withheld.

- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Operator fails to carry the required insurance, the City may (i) order the Operator to stop further performance hereunder, declare the Operator in breach, pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Operator, or charge the replacement insurance costs back to the Operator.
- (f) The Operator is encouraged to purchase any additional insurance it deems necessary.
- (g) The Operator is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Operator, its subcontractors or anyone employed, directed or supervised by the Operator.
- (h) The policies required in E-5 (a) i, ii and iv shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [R]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Operator shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Operator, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, unless the Liabilities were caused in whole or in part by the City.
- (b) If a third party claim against the City for negligent performance by the Operator is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the Operator may collect their management fees due and owing to them. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Operator under this Contract until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Operator may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Operator shall defend the City against the Liabilities and, in the event that the Operator fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Operator.
- (d) No member, official or employee of the City or BLM shall be personally liable to the Operator in the event of any default or breach by the City or BLM, or for any amount which may become due to the Operator, or on any obligations under the terms of this Contract.

E-7 Assignment [CAO-7/24/08]

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

E-8 Waiver [CAO-7/24/08]

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

E-9 Taxes/Compliance with Laws [R]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Operator shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Operator shall make any and all payroll deductions required by law. The Operator agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Operator, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.
- (c) The Operator shall not subject the Center or any City-provided FF&E to lien, forfeiture or sale.

E-10 Audit of Records [R]

- (a) The Operator agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Operator goes out of business, the Operator shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of the Operator pertaining to the performance of this Contract during normal business hours. The City will provide a minimum of one business day prior written notice to the Operator of the audit and inspection. If the books and records are not located within Clark County, the Operator agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Operator may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Operator's office. If the books and records provided to the City are incomplete, the Operator agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Operator's office. The Operator's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Operator, the Operator agrees that the difference shall be either: (a) repaid immediately by the Operator to the City or (b) at the City's option, credited against any future billings due the Operator.
- (d) The City shall include the Center and this Contract as part of the City's annual statement and audit. Such annual statement and audit will be prepared after the close of the City's fiscal year (June 30). The Operator shall provide all necessary information requested to assist the City prepare its annual statement and audit.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Operator and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Operator shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Operator as the sole responsible party for the performance of this Contract. The Operator shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Operator shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Tenancy

Nothing in this Contract shall be construed as creating a tenancy between the City and the Operator. The parties acknowledge that this Contract is not a lease. The City assumes no responsibility for sales taxes, repairs or

upkeep of the Center except as expressly detailed herein. Because the property is owned by the BLM and leased by the City, no property taxes apply.

E-13 Severability [CAO-7/24/08]

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

E-14 Conforming Services [CAO-7/24/08]

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

E-15 Modification/Amendment [CAO-7/24/08]

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

E-16 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Operator. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-17 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Operator represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Operator on Exhibit 3 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-18 Public Records [CAO-7/24/08]

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

E-19 Confidentiality – City Information [CAO-7/24/08]

- (a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Operator is confidential and privileged. The Operator shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Operator shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City the Operator shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Operator prior to obtaining the same from the City; (iii) the information is obtained by the Operator from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Operator shall notify the City and the City, in its sole discretion, may seek to quash the demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions [CAO-7/24/08]

The Operator may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Operator or its services.

E-21 Changes – Fixed-Price Services [R]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope and details of this Contract.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment to the Contract, and shall modify the Contract.
- (c) The Operator must assert its right to an adjustment under this clause within 30 days from the date of receipt of the City's written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Operator's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Operator from proceeding with the Contract as changed.
- (f) The Operator shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Operator's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-23 No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of the City, the Operator and their successors and assigns, and are not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of the Operator or its successors and assigns.

E-24 Contracts and Agreements

All equipment leases and financing agreements, and all contracts and agreements relating to the operation of the Contract Area entered during the Agreement term shall be entered by the Operator as the contracting party. The Operator shall not enter any contract or agreement relating to the operation or maintenance of the Contract Area which extends beyond the Term of this Agreement or which is not terminable on thirty (30) days notice in the event of termination under the terms of this Agreement.

E-25 Warranty against Payment of Consideration

The Operator warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Contract other than normal costs of conducting business and costs of professional services.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Exhibit 1	Site Map [Paragraph B-1(b)]	1
Exhibit 2	Certificate – Disclosure of Ownership/Principals [Paragraph E-17(c)]	2

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

CITY OF LAS VEGAS

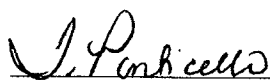
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

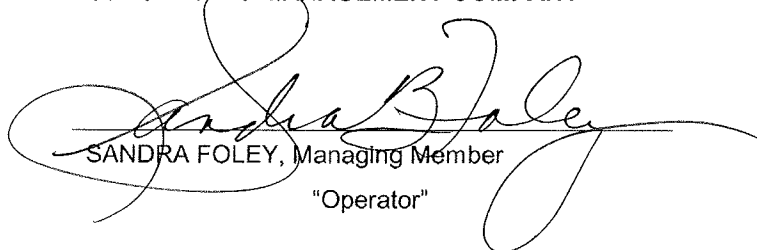


Deputy City Attorney

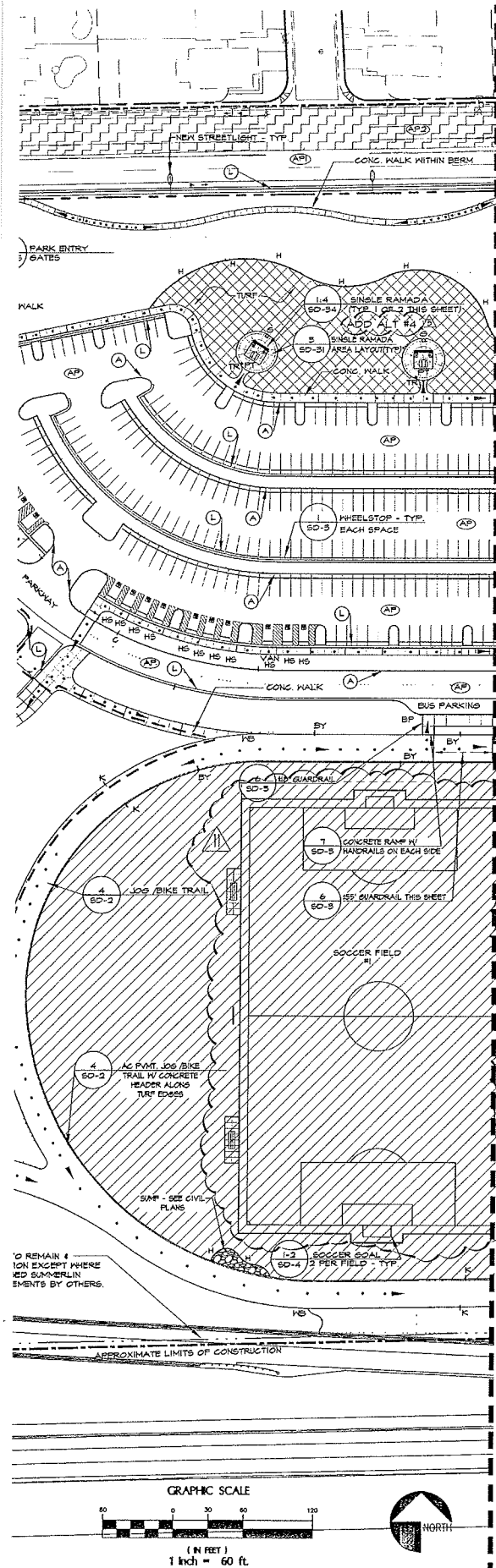
8/9/10

Date

CJMS TENNIS MANAGEMENT COMPANY



SANDRA FOLEY, Managing Member
"Operator"



LEGEND

NOTES:

- SEE SHEETS CE-1 THRU CE-34 FOR SITE LAYOUT INFORMATION. SEE ALSO PROJECT SPECIFICATIONS AND UNIFORM STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA, NEVADA, WHICH ARE PART OF THESE DOCUMENTS.
- CONTRACTOR SHALL PROVIDE ADA ACCESS RAMP AT ALL WALK/PAVEMENT TERMINI, PER CLARK COUNTY STD. DRAWING #235.
- ALL SIGNAGE SHALL CONFORM TO DETAIL PLAN SHEETS, CLARK COUNTY, NEVADA REVISED STATUTES, MUTCD STANDARDS, AND CITY OF LAS VEGAS STANDARDS. FOR SIGN AND POST TYPE INSTALLATIONS, FINAL SIGN LOCATIONS SHALL BE APPROVED BY CONSTRUCTION PROJECT REP PRIOR TO INSTALLATION.
- ALL CONCRETE WALKS & PAVEMENT SHALL CONFORM TO CLARK COUNTY STD. DWS 223 & 234 (SOME AREAS REQUIRE 6" THICK CONCRETE). SEE ALSO DETAILS 1 & 2, SHEET SD-24.
- EXPANSION JOINT (E.J.) IS DEFINED AS WITH FIBERGLASS AND CAULKED. MAX 30' L.F. O.C. AT CHANGES OF MATERIAL, MASH AND HERE ADJUTING BUILDINGS, COLUMNS, ETC. CONTROL JOINT (C.J.) SCORED JOINT UNLESS OTHERWISE SHOWN ON THIS PLAN. CONTRACTOR SHALL CONFORM WITH SPECIFICATIONS SECTION 0212. IN ALL CASES, WHETHER OR NOT SHOWN IN THESE PLANS, CONTRACTOR SHALL DETERMINE LOCATIONS FOR CONTROL JOINTS. IN NO CASE SHALL THE DISTANCE BETWEEN JOINTS EXCEED 10' EXCEPT IN ISOLATED AREAS.
- FIRE FIRE LANE SIGN - SEE NOTE 5 AND DETAIL 6 ON SHEET SN-5. PAINT CURBS RED IN TURN-AROUNDS, AT ISLANDS, AT DROP OFF ZONES, AND WHERE INDICATED ON CIVIL PLANS.
- EMPLOYEE PARKING AREA. CONTRACTOR SHALL SUBMIT A PLAN TO THE CONSTRUCTION PROJECT REP, IDENTIFYING THE LOCATION FOR EMPLOYEE PARKING DURING CONSTRUCTION.
- CONTRACTOR MAY USE POLICE SUBSTATION SITE IN PHASE 1B AS STAGING FOR EQUIPMENT, MATERIALS AND LOCATION FOR FIELD OFFICE. SUBMIT A PLAN TO CONSTRUCTION PROJECT REPRESENTATIVE FOR REVIEW - SEE ALSO PROJECT MANUAL'S SPECIAL CONDITIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL WORK IN THESE DOCUMENTS AND SPECIFICATIONS WITH ALL TRADES. EACH TRADE SHALL BE RESPONSIBLE TO FULLY REVIEW THE ENTIRE SET OF CONTRACT DOCUMENTS FOR POTENTIAL RELATED WORK NOT SPECIFICALLY SHOWN IN EACH TRADE'S SECTION. CONTRACTOR SHALL PROVIDE FULL OPERATIONAL AND COMPLETE SYSTEMS - NO EXCEPTIONS.

KEY	INDICATES DETAIL #	INDICATES SHEET #
H	LANDSCAPE HEADER	5
PH	CHAIN LINK FENCE WITH CONCRETE HEADER	SD-2
TS	8" H CHAIN LINK FENCE (ADD ALT #1)	4
TS	TUBE STEEL FENCE (ADD ALT #1)	SD-35
CONC WALK	CONCRETE PAVEMENT SEE ALSO CIVIL SHEETS	12
TP	TREE PIT	SD-2
DB	DRINKING FOUNTAIN W/ DOG BOWL (TOTAL OF 4-PHASE 1B)	PL-35
DP	DRINKING FOUNTAIN (TOTAL OF 2-PHASE 1B)	6
RH	RESILIENT SURFACING HEADER & TREE PIT	SD-14
HS	HANDICAP PARKING SPACE (TOTAL OF 45-PHASE 1B)	2B
HS	HANDICAP SIGNAGE	SD-12
VAN	VAN HANDICAP SIGNAGE	SD-3
SIDE	SIDE LIFT SIGN ON HANDICAP SIGNAGE	1/7
PT	PICNIC TABLE (TOTAL OF 21-PHASE 1B)	SN-3
B	SITE BENCH (TOTAL OF 55-PHASE 1B)	5
GB	GROUP BBQ GRILL (TOTAL OF 8-PHASE 1B)	SN-5
S	SINGLE BBQ GRILL (TOTAL OF 14-PHASE 1B)	2
TR	TRASH RECEPTACLE (TOTAL OF 21-PHASE 1B)	SD-14
RB	REMOVABLE BOLLARDS (TOTAL OF 14-PHASE 1B)	5A
DT	DOG TIE POST (TOTAL OF 6-PHASE 1B)	SD-14
RS	RESILIENT SURFACING	7
DM	DEDICATION PLAQUE CONCRETE MONUMENT (LOCATION TO BE DETERMINED IN FIELD BY CONST. PROJECT REPRESENTATIVES)	SD-14
PR	PARK RULES SIGN	SD-6
LZ	DROP OFF ZONE SIGN	1/3
DP	BUS PARKING ONLY SIGN	SN-1
N	FIELD NUMBER SIGN MOUNTED ON FENCE	SN-2
M	MULTI-USE SIGN	SN-3
BY	BIKES YIELD TO PEDESTRIANS USE STD. MUTCD R4-6 SIGN	10
K	TRAVEL PATH RESTRICTION USE STD. MUTCD R4-7 SIGN	SN-5
L	LOOK SIGN USE STD. MUTCD R15-8 SIGN	SN-4
C	PEDESTRIAN CROSSWALK SIGN USE STD. MUTCD W11-2 SIGN	5
CN	CROSS AT CROSSWALKS ONLY SIGN USE STD. MUTCD R4-2 SIGN	SN-4
S	PICNIC SHELTER RESERVATION SIGN (MOUNT ON COLUMN)	2
YS	DOG WASTE BAS DISPENSER W/ SIGN	SN-4
DP	DOG PARK GUIDELINES SIGN	SN-5
SD	SMALL DOG SIGN	SN-5
LD	LARGER DOG SIGN	SN-5
FL	MULTI-USE FLOOD CONTROL STRUCTURE WARNING SIGN	5
	EXPANSION JOINT OR CONSTRUCTION JOINT - SEE NOTE 5	
	CONTROL JOINT - SEE NOTE 5	
(A)	NEW MODIFIED 'A' TYPE CURB SEE CIVIL SHT CE-11CE-68, CD-1	
(C)	NEW 'L' TYPE CURB PER CL CO STD DWS #216 - SEE CIVIL SHT CE-11CE-68, CD-1	
	HYBRID BERMUDA 500-SEE SPECS SECTION 02413	1/4" MINUS ROCK MULCH - SEE DETAIL 6, SHEET PL-55
	PESCUE MIX SOD - SEE SPECS SECTION 02413	NEW ON-SITE BITUMINOUS ASPHALT PAVING - SEE SHEET SD-1
	6" - 10" ROCK MULCH - SEE DETAIL 6, SHEET PL-55	NEW OFF-SITE BITUMINOUS ASPHALT PAVING - SEE SHEETS S1, S8
	5" - 6" ROCK MULCH - SEE DETAIL 6, SHEET PL-55	NEW OPEN GRADE IMPROVEMENTS ON EXISTING AC P/VMT - SEE SHEETS S1, S8
	APPROXIMATE LIMIT OF CONSTRUCTION LINE	6" CONCRETE SLAB SEE DETAIL 2 SHEET SD-2
	ADA ACCESSIBLE ROUTE ROUTE SHALL BE A MAXIMUM OF 5% SLOPE IN THE DIRECTION OF TRAVEL AND A MAXIMUM OF 2% CROSS SLOPE - SEE GRADING PLANS	

Avoid cutting underground utility lines. It's costly.

Call before you Dig

1-800-227-2600

UNDERGROUND SERVICE ALERT (USA)

Avoid overhead power line contact

Call before you OVERHEAD

1-702-227-2929

NEVADA POWER TRANSMISSION & SERVICE DISTRICT

NOT TO CONSTRUCTION

SEWERAGE & WATER DIVISION HAS REVIEWED THIS INFORMATION BASED ON THE MOST CURRENT DATA AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION.

One of the information contained in this document is for the use of the contractor. It is not to be used for any other purpose without the written consent of the City of Las Vegas. The City of Las Vegas is not responsible for any errors or omissions in this document. The City of Las Vegas is not responsible for any damages or losses resulting from the use of this document.



RECORD DRAWINGS

CONSULTANT

7251 W. CHARLESTON BLVD
LAS VEGAS, NV 89117
PHONE (702) 258-0115
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Stantec

WASHINGTON BUFFALO PARK - PHASE 1B
WASHINGTON & BUFFALO, LAS VEGAS, NV

GENERAL PLAN

RECORD DOCUMENTS ARE PREPARED FROM DATA PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAN PRIOR TO CONSTRUCTION.

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OWNER: CITY OF LAS VEGAS
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ARCHITECTURAL SERVICES

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DRAWN

FILE

DATE

SCALE

SHEET NO

CITY DATA

SHEET NO

100% SUBMITTAL

GP-1

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity <i>CJMS Tennis Management, LLC</i>	Block 2 Description
Name	Darling Tennis Center Operator
Address	
Telephone	
EIN or DUNS	Contract # 100171-PH

Block 3 Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Sam Austin Querrey ^{managing member}	2777 Paradise Rd	(702) 280 843 2
2.	Mike Querrey ^{managing member}	Ste 903 LV 89109	
3.	Chris Querrey ^{managing member}		
4.	Sandra Foley ^{managing member}	2773 Borthwick Ave	(702) 635 0447
5.	Jeff Foley ^{managing member}	Henderson, NV 89044	
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

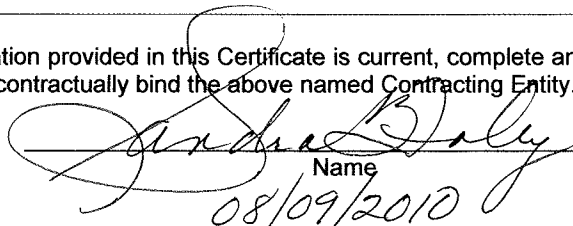
Block 5 Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

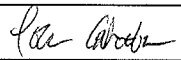
Date of Attached Document: _____ Number of Pages: _____

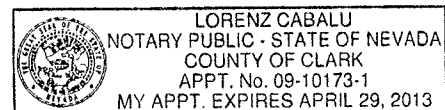
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.
I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


 Name
 08/09/2010
 Date

Subscribed and sworn to before me this 9 day of

August, 2010


 Notary Public



All-purpose Acknowledgment

STATE OF Nevada, COUNTY OF CLARK

On August 9, 2010 before me, the undersigned, a Notary Public
in and for said State, personally appeared
SANDRA FOLEY

☐ personally known to me ~~-OR-~~ ☒ proved to me on the basis of satisfactory evidence/ to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Lorenz Cabalu*
Name (type or printed) Lorenz Cabalu
My commission expires: April 29, 2013

