City of Las Vegas

# CITY COUNCIL AGENDA

**COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011**
**CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov**
**COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)**
**COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)**
**STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)**
**RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)**

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

**January 19, 2011**

**Morning Session begins at 9:00 a.m.**
**Afternoon Session begins at 1:00 p.m.**

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

## CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION –
4. PLEDGE OF ALLEGIANCE
5. OATH OF OFFICE ADMINISTERED TO JOHN MICHAEL MYERS, DIRECTOR OF FIRE AND RESCUE
6. RECOGNITION OF THE EMPLOYEE OF THE MONTH
7. RECOGNITION OF THE SENIOR OF THE QUARTER
8. RECOGNITION OF THE KAPPA ALPHA PSI FRATERNITY INC. CENTENNIAL

## BUSINESS ITEMS - MORNING

9. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

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10. Approval of the Final Minutes by reference of the regular City Council meeting of December 15, 2010

## CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

**ADMINISTRATIVE - CONSENT**

11. Approval to name City of Las Vegas property located at 333 North Rancho Drive (APN 139-29-801-006), the Development Services Center - Ward 5 (Barlow)

**ADMINISTRATIVE SERVICES - CONSENT**

12. Approval of an Interlocal Contract with Clark County for the FY 2011 State Emergency Response Commission (SERC)/Hazardous Material Emergency Preparedness (HMEP) grant in the amount of $5,446 - All Wards

**FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT**

13. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

14. Approval of a report by the City Treasurer of the December 14, 2010 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 505, and various other districts - Wards 4 and 6 (Anthony and Ross)

**FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT**

15. Approval of a Change of Business Name for an Alcoholic Beverage Caterer License and Supper Club License, TCB Las Vegas, LLC, dba From: Feelgoods, To: Count's Vamp'd, 6750 West Sahara Avenue, Daniel Koker, Mgr, 100% - Ward 1 (Tarkanian)

16. Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Count's Vamp'd, 6750 West Sahara Avenue, Bruce Familian, Mgr, Mmbr - Ward 1 (Tarkanian)

17. Approval of a Change of Ownership, a Change of Business Name, and a Change of Location for a Supper Club License, From: Naru Enterprises, LLC, dba Sea Stone, LLC, 1050 South Rampart Boulevard, To: Rajesh Patel, dba Saffron Flavors of India, 4450 North Tenaya Way, Suite 115, Rajesh Patel, Owner, 100% - Ward 4 (Anthony)

18. Approval of a Change of Ownership and a Change of Business Name for a Beer/Wine/Cooler On-sale License, From: Essence of Thai, Inc., dba Essence of Thai Restaurant, To: Thai Express @ Sahara, Inc., dba Thai Express @ Sahara, 4105 West Sahara Avenue, Glenn Birk, Pres, Secy, Dir, 60% and Tiffany Tyner, Treas, 40% - Ward 1 (Tarkanian)

19. Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Rebel Slots, Inc., db at Rebel 34, 3505 East Washington Avenue, Jack Cason, Pres - Ward 3 (Reese)

20. Approval of a Change of Location for a Locksmith License, Judith Renea Zaruba, dba L Reo Lock & Key, from: 8929 Sheep Ranch Court, To: 7495 West Azure Drive, Suite 205, Judith Zaruba, Owner, 100% - Ward 6 (Ross)

21. Approval of an extension of a Temporary Psychic Arts and Science License, Molly Oz, dba Molly Oz, 6848 West Charleston Boulevard, Molly Oz, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

22. Approval of a Change of Business Name for Massage Establishment License, Desert Pines Family Health Centers, dba From: Desert Pines Chiropractic, To: Desert Pines Rehabilitation, 3551 East Bonanza Road, Suite 108, Douglas Hermansen, Pres, Treas, Dir and Tamra Hermansen, Secy - Ward 3 (Reese) [NOTE: This is an ancillary license to an existing chiropractic business - Desert Pines Rehabilitation]

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**FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT**

23. Approval of award of First Amendment to Agreement No. 06-11554, Engineering Design Services Agreement for Vegas Drive Roadway and Drainage Improvements from Shadow Mountain Place to Rancho Drive - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. ($115,049 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

24. Approval of Use Agreement No. 110063-SK, authorizing use of City of Tucson Contract No. 090188, Annual Requirements Contract for Maintenance, Repair and Operations Supplies (MRO) - Department of Field Operations - Award recommended to: WW GRAINGER, INC. ($1,300,000 - Various Funds)

25. Approval of award of Bid No. 10.53541.06-LED, Water Pollution Control Facility Nitrification Treatment Plant Modifications located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CONSTRUCTION SERVICES UNLIMITED, INC. ($1,627,024.97 - Sanitation Enterprise Fund) - County

26. Approval of award of Agreement No. 110118-LD, Design Services for Rancho-Fort Apache Storm Drain from CC 215 Beltway to Elkhorn Road - Department of Public Works - Award recommended to: THE LOUIS BERGER GROUP, INC. ($804,855 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

**PUBLIC WORKS - CONSENT**

27. Approval of Supplemental Interlocal Contract No. 6 (515f) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2011 for the Arterial Restoration and Preservation Projects Fiscal Year 2006 - All Wards

28. Approval of First Supplemental Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase the design funding in the amount of $75,000 for the Oakey Drain - Cahlan Drive to Barnard Drive project located in Oakey Boulevard between Cahlan Drive and Barnard Drive ($75,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

29. Approval to submit Grant and Cooperative Agreement L11AC20020 to the Bureau of Land Management (BLM) for funding implementation to the City of Las Vegas for the Doolittle Park Renovation Phase I SNPLMA Priority 10-5 Project LV35, approved under the Southern Nevada Public Land Management Act (SNPLMA), located at West Lake Mead Boulevard and J Street ($1,400,000 - Parks and Leisure Activities Capital Project Fund [CPF]) - Ward 5 (Barlow)

**RESOLUTIONS - CONSENT**

30. R-1-2011 - Approval of a Resolution and Notice regarding the granting of a telecommunications service franchise to tw telecom of nevada llc, setting the purpose, character, term and conditions of the proposed franchise and setting a public hearing on the advisability of granting the proposed franchise – All Wards

## DISCUSSION/ACTION ITEMS

**NEIGHBORHOOD SERVICES - DISCUSSION**

31. Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate $23,000 for 23 youth initiated projects - All Wards

**BOARDS & COMMISSIONS - DISCUSSION**

32. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities – Nevada League of Cities, Regional Transportation Commission and Regional Flood Control District

33. Appointment of Members to the Community Development Recommending Board

34. AUDIT OVERSIGHT COMMITTEE – Councilwoman Lois Tarkanian, Term Expiration 1-21-2011

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**RECOMMENDING COMMITTEE REPORT - DISCUSSION**

**BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

35. Bill No. 2010-52 – Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category. Sponsored by: Mayor Oscar B. Goodman

36. Bill No. 2010-53 – Updates the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program. Proposed by: Jorge Cervantes, Director of Public Works

37. Bill No. 2010-54 – Establishes the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts. (TXT-39217) Sponsored by: Councilman Steve Wolfson

**BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING**

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

38. Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

39. Bill No. 2011-1 – Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District." (TXT-39836) Sponsored by: Mayor Oscar B. Goodman

40. Bill No. 2011-2 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

**NEW BILLS - DISCUSSION**

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

41. Bill No. 2011-3 – Grants to tw telecom of nevada llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the franchise agreement incorporated by reference into this Ordinance. Proposed by: Bradford R. Jerbic, City Attorney

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## 1:00 P.M. - AFTERNOON SESSION

**BUSINESS ITEMS - AFTERNOON**

42. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

## PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

**PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE**

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

43. EOT-40395 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: FULLER-BUSTOS, LLC - Request for an Extension of Time OF A NON-CONFORMING USE FOR A TAVERN at 1631 North Decatur Boulevard (APNs 138-24-804-009 and 010), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

44. ZON-40051 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] TO: C-V (CIVIC) on 3.85 acres at 6120 North Jones Boulevard (APN 125-25-201-006), Ward 6 (Ross). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

45. ZON-40052 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 2.02 acres on the east side of Rainbow Boulevard, approximately 100 feet north of Delphinium Avenue (APN 138-02-401-001), Ward 6 (Ross). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

46. ZON-40053 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-V (CIVIC) on 1.96 acres at 10041 West Charleston Boulevard (APN 163-06-101-001), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

**PLANNING & DEVELOPMENT - DISCUSSION**

47. VAR-39433 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

48. SUP-39432 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65-FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

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49. VAR-40127 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD - Appeal filed from the denial by the Planning Commission for a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). The Planning Commission (4-2 vote) and Staff recommend DENIAL.

50. SUP-38523 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: HECTOR CAMACHO - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) USE at 4561 East Bonanza Road, Suite #130 (APN 140-32-101-017), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

**SET DATE**

51. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

**CITIZENS PARTICIPATION**

52. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

**COUNCIL MEMBER RECOGNITION**

53. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

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City of Las Vegas Agenda Item No.: **1.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**SUBJECT:**
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**SUBJECT:**
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**SUBJECT:**
INVOCATION –

City of Las Vegas Agenda Item No.: **4.**

# *AGENDA SUMMARY PAGE*
## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**SUBJECT:**
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: 5.

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY BRIDGES**

**SUBJECT:**
OATH OF OFFICE ADMINISTERED TO JOHN MICHAEL MYERS, DIRECTOR OF FIRE AND RESCUE

City of Las Vegas Agenda Item No.: **6.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE EMPLOYEE OF THE MONTH

City of Las Vegas Agenda Item No.: **7.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE SENIOR OF THE QUARTER

City of Las Vegas Agenda Item No.: **8.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: OFFICE OF COMMUNICATIONS**
**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**
RECOGNITION OF THE KAPPA ALPHA PSI FRATERNITY INC. CENTENNIAL

City of Las Vegas

Agenda Item No.: **9.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES**

☐ **Consent** ☒ **Discussion**

**SUBJECT:**
BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **10.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of December 15, 2010

City of Las Vegas Agenda Item No.: **11.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY MANAGER**
**DIRECTOR: ELIZABETH N. FRETWELL** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
ADMINISTRATIVE:

Approval to name City of Las Vegas property located at 333 North Rancho Drive (APN 139-29-801-006), the Development Services Center - Ward 5 (Barlow)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
The City of Las Vegas acquired the property in 2007, and began rehabilitation of the building in 2010. The Development Services Center will officially open its doors in the first quarter of 2011 and house city organizations that are engaged in the development process.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **12.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: ADMINISTRATIVE SERVICES**
**DIRECTOR: TED J. OLIVAS** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of an Interlocal Contract with Clark County for the FY 2011 State Emergency Response Commission (SERC)/Hazardous Material Emergency Preparedness (HMEP) grant in the amount of $5,446 - All Wards

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This agreement between Clark County and the City of Las Vegas is for participation in the FY 2011 State Emergency Response Commission's Hazardous Materials Emergency Preparedness Grant - Planning and Training Program. The City of Las Vegas (the "Subrecipient") applied for and has been sub-granted funds to send two (2) representatives to the International Hazardous Materials Response Teams Conference in Baltimore, Maryland. This conference will be held from May 18-21, 2011. For over 25 years, the top leaders and innovators in the hazardous materials community have participated in this conference to learn the latest and best practices in this field.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
1. Interlocal Contract between Clark County and City of Las Vegas
2. Exhibit A - Expenditures Eligible for Reimbursement and Exhibit B - Local, State and Federal Assurances

# INTERLOCAL CONTRACT
# BETWEEN CLARK COUNTY AND
# THE CITY LAS VEGAS

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, State Emergency Response Commission for participation in the FY 2011 SERC/HMEP Grant – Planning and Training Program; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to attend the International Hazards Material Conference and

WHEREAS, the County has agreed to provide FY11 SERC/Hazardous Material Emergency Preparedness (HMEP) Grant Planning and Training funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its SERC/HMEP Grant – Planning and Training as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds attend the International Hazards Material Conference; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. OEMHS shall provide a maximum of FIVE THOUSAND FOUR HUNDRED FOURTY SIX DOLLARS ($5,446.00) from fiscal year 2011 funds for the SERC/HMEP Grant – Planning and Training.

2. Subrecipient agrees to use the funds to attend conferences as set forth in Exhibit "A".

3. Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.

4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.

5. It is specifically understood and agreed by Subrecipient that OEMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.

6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:

   a. This Contract shall be completed by June 30, 2011 an extension after the June 30, 2011 deadline must be requested in writing, to the Manager of OEMHS.

   b. May be terminated by any party, for any reason with written notice of at least 60 days.

7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.

8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.

9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than $300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Diana Blake, Grant Program Administrator, and Clark County Office of Emergency Management & Homeland Security.

**ENTERED INTO this _____ day of _____, 2010.**

**ATTEST:**

**By:_____**
**Diana Alba, County Clerk**

**Date: _____**

**CLARK COUNTY**

**By: _____**
**Rory Reid, Chair**
**Board of County Commissioners**

**Date: _____**

**APPROVED AS TO FORM:**

**By: _____**
**Michael Foley, Deputy District Attorney**

**Date:** NOV. 18, 2010

**ATTEST:**

**By: _____**
**City Clerk**

**Date: _____**

**CITY OF LAS VEGAS**

**By: _____**
**Oscar Goodman, Mayor**
**City of Las Vegas**

**Date: _____**

**APPROVED AS TO FORM:**

**By:** FOR _____
**Bradford Jerbic, City Attorney**

**Date:** 12/1/10

**Exhibit "A"**

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**
**THE CITY OF LAS VEGAS**
**FY11 SERC/HMEP GRANT PLANNING AND TRAINING**

**City of Las Vegas:**

| | | |
|---|---|---|
| **CLV** | International Hazards Material Conf. | $5,446.00 |
| **CLV TOTAL** | | **$5,446.00** |

# EXHIBIT "B"

## LOCAL, STATE and FEDERAL ASSURANCES

Clark County Emergency Management & Homeland Security
Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.

2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.

3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.

4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.

5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.

7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.

8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies

11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

| | | |
|---|---|---|
| **January 15** | - | (for reporting period October 1 to December 31) |
| **April 15** | - | (for reporting period January 1 to March 30) |
| **July 15** | - | (for reporting period April 1 to June 30) |

**October 15** - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.

13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.

14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.

15. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.

17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.

18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.

19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.

20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.

21. The applicant assures the fiscal accountability of the funds received from the LEPC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.

22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.

23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.

24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.

26. The applicant fully understands Clark County OEMHS has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

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**Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.**

**GOVERNMENTAL UNIT *(I.E., CITY MANAGER, MAYOR)***

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____
City Official

**EMERGENCY MANAGEMENT COORDINATOR:**

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

**Please return a copy of the signed assurances along with the Interlocal Contracts to:**

Clark County Emergency Management & Homeland Security
Attn: Diana Blake
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89106

APPROVED AS TO FORM
12/1/10
James B. Lewis Date
Deputy City Attorney

## FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Also the applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

3. It will comply with provisions of federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the federal/state grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal/state grantor agency of the existence of any such properties and by (b) complying with all requirements established by the federal/state grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

# FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate**

## DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly financial report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.

2. The final Financial Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of the final claim.

3. Grantee/Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. Requests must be made on the Project Change Request form.

4. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.

5. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee/subgrantee has failed to comply with the conditions of this agreement.

6. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

7. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87, or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

8. To the extent permitted by law, Grantee/subgrantee shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

9. Required documentation for the performance of internal audits must be provided upon DEM request within 30 days. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.

10. NIMS compliance see attached appendix A.

NAME:_____ TITLE: _____

SIGNATURE: _____ DATE: _____

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.**

## DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly program report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.

2. The final Program Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of final claim.

3. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee has failed to comply with the conditions of this agreement.

4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee/sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.

5. If this grant funds any form of written or visual material that identifies employees of DEM, prior approval must be obtained from the DEM before publishing or finalization.

6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM.

7. Grantee/sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by grantee/sub-grantee or its agents or employees.

8. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.

9. In accordance with the Statewide Investment Justifications all funding granted from the State Administrative Agency (SAA) must be applied statewide with appropriate sub-grants memorialized with appropriate memorandum of understanding (MOU's).

NAME:_____ TITLE: _____

SIGNATURE:_____ DATE: _____

*** Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.**

City of Las Vegas Agenda Item No.: **13.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $50,314,331.68
**Funding Source:** All Funds
**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

**RECOMMENDATION:**
None

**BACKUP DOCUMENTATION:**
Summary of Cash Expenditures for the period 12/15-12/31/10

# *City of Las Vegas*

Summary of Cash Expenditures

For period of 12/15/10 to 12/31/10

| | |
|---|---|
| Total Services & Materials Checks : | **$10,457,604.37** |
| Total Services & Materials EFT Payments : | **$3,592,024.40** |
| Total Wire Transfers: | **$23,384,213.90** |
| Total Payroll Checks: | **$12,880,489.01** |
| Grand Total: | **$50,314,331.68** |

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On January 19, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **14.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a report by the City Treasurer of the December 14, 2010 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 505, and various other districts - Wards 4 and 6 (Anthony and Ross)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
NRS 271.565 states that within 15 days after the completion of the sale of all property described in the assessment roll upon which a delinquent assessment or installment is unpaid, the municipal treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

**RECOMMENDATION:**
Report only, no action required

**BACKUP DOCUMENTATION:**
Report of Sale Memorandum from Mark R. Vincent, Chief Financial Officer

**City of Las Vegas**

# Memorandum

**Finance and Business Services**

To: Mayor Oscar B. Goodman
Mayor Pro Tem Gary Reese
Councilman Steve Wolfson
Councilwoman Lois Tarkanian
Councilman Steven D. Ross
Councilman Ricki Y. Barlow
Councilman Stavros S. Anthony

From: Mark R. Vincent, Chief Financial Officer – Finance and Business Services

Cc: Elizabeth N. Fretwell, City Manager
Orlando Sanchez, Deputy City Manager
James R. Nichols, Deputy City Manager
Scott D. Adams, Chief Urban Redevelopment Officer
Brad Jerbic, City Attorney
Beverly K. Bridges, City Clerk

Date: December 16, 2010
Re: Report of Sale on Delinquent Parcels in SID Districts 505, and various districts

Nevada Revised Statute 271.565 requires the Municipal Treasurer to notify the City Council within 15 days after the completion of the sale of property of delinquent assessments. The Treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

On October 6, 2010, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts 505 and various districts. On November 24, 2010 the first of three weekly publications of the Notice of Sale occurred. Of the 47 parcels publicized, 30 either paid their assessment current or paid it off in full prior to the December 14, 2010 sale; and certificates on 17 parcels were sold.

Pursuant to this statute and the resolution as adopted by the regular City Council, the following Report of Sale has been prepared.

| Parcel # | Certificate Buyer | Address | Amount |
|---|---|---|---|
| 138-03-318-006 | WERNER A. HELLMUTH OR WERNER A HELLMUTH FAMILY TRUST | 2180 PINE TOP LN #101, LAS VEGAS, NV 89119 | $817.84 |
| 138-03-318-007 | REX JARRETT | 4150 WOODCREST RD, LAS VEGAS, NV 89121 | $817.83 |
| 138-03-318-008 | WERNER A. HELLMUTH OR WERNER A HELLMUTH FAMILY TRUST | 2180 PINE TOP LN #101, LAS VEGAS, NV 89119 | $817.83 |
| 138-03-318-009 | ROBENT W BLONDIN | 2219 PRUD HOMME #19, MTL QUE, CANADA H4A3H3 | $817.83 |
| 138-03-318-010 | MARC LABRIE | 129 VIA MORELLA, ENCINITAS, CA 92024 | $817.83 |
| 138-03-318-011 | JACOB LEFKOWITZ | 6130 ELTON AVE, LAS VEGAS, NV 89107 | $817.83 |
| 138-03-318-013 | JANICE STEVENS | 10032 PARNASSIA CT, LAS VEGAS, NV 89178 | $817.83 |

| | | | |
|---|---|---|---|
| 125-36-401-017 | MICHAEL &/OR NANCY WEISS | 7313 CYPRESS RUN DR, LAS VEGAS, NV 89131 | $7,983.88 |
| 125-16-317-011 | ANTIONETTE ROMA REVOCABLE TRUST | 4385 W. MAULE AVE, LAS VEGAS, NV 89118 | $598.81 |
| 125-16-510-014 | BOSSHARD FAMILY TRUST 9-24-05 | 7252 E. CONCHO DR #B328, KINGMAN, AZ 86401 | $588.56 |
| 125-16-511-054 | BRANDAN TERKEL | PO BOX 50622, HENDERSON, NV 89016 | $534.43 |
| 125-16-513-020 | MARY SUSAN AMBROSE OR ROBERT B TUGAOEN | 393 UPLAND BLVD, LAS VEGAS, NV 89107 | $593.95 |
| 125-16-611-027 | ANTIONETTE ROMA REVOCABLE TRUST | 4385 W. MAULE AVE, LAS VEGAS, NV 89118 | $580.29 |
| 125-16-611-033 | WILLIAM &/OR BIANCA CIMO | 2124 CROOKED PINE DR, LAS VEGAS, NV 89134 | $580.29 |
| 125-16-817-048 | BOSSHARD FAMILY TRUST 9-24-05 | 7252 E. CONCHO DR #B328, KINGMAN, AZ 86401 | $599.06 |
| 125-16-817-055 | BRANDAN TERKEL | PO BOX 50622, HENDERSON, NV 89016 | $599.06 |
| 125-21-511-048 | MJM ACQUISITION OR LOUIE D. SALDUA | 2876 TUMBLEWEED ST, ONTARIO, CA 91761 | $669.75 |

City of Las Vegas Agenda Item No.: **15.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Change of Business Name for an Alcoholic Beverage Caterer License and Supper Club License, TCB Las Vegas, LLC, dba From: Feelgoods, To: Count's Vamp'd, 6750 West Sahara Avenue, Daniel Koker, Mgr, 100% - Ward 1 (Tarkanian)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Change of Business Name for an Alcoholic Beverage Caterer License and Supper Club License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **16.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Count's Vamp'd, 6750 West Sahara Avenue, Bruce Familian, Mgr, Mmbr - Ward 1 (Tarkanian)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Space Lease Agreement for a Restricted Gaming License for 5 slots.

**RECOMMENDATION:**
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **17.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Change of Ownership, a Change of Business Name, and a Change of Location for a Supper Club License, From: Naru Enterprises, LLC, dba Sea Stone, LLC, 1050 South Rampart Boulevard, To: Rajesh Patel, dba Saffron Flavors of India, 4450 North Tenaya Way, Suite 115, Rajesh Patel, Owner, 100% - Ward 4 (Anthony)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Change of Ownership, a Change of Business Name, and a Change of Location for a Supper Club License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **18.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Change of Ownership and a Change of Business Name for a Beer/Wine/Cooler On-sale License, From: Essence of Thai, Inc., dba Essence of Thai Restaurant, To: Thai Express @ Sahara, Inc., dba Thai Express @ Sahara, 4105 West Sahara Avenue, Glenn Birk, Pres, Secy, Dir, 60% and Tiffany Tyner, Treas, 40% - Ward 1 (Tarkanian)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Change of Ownership and a Change of Business Name for a Beer/Wine/Cooler On-sale License.

**RECOMMENDATION:**
Recommend approval.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **19.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Rebel Slots, Inc., db at Rebel 34, 3505 East Washington Avenue, Jack Cason, Pres - Ward 3 (Reese)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Restricted Gaming License for 7 slots.

**RECOMMENDATION:**
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **20.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Change of Location for a Locksmith License, Judith Renea Zaruba, dba L Reo Lock & Key, from: 8929 Sheep Ranch Court, To: 7495 West Azure Drive, Suite 205, Judith Zaruba, Owner, 100% - Ward 6 (Ross)

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Change of Location for a Locksmith License.

**RECOMMENDATION:**
Recommend approval subject to the following conditions:

1. All vehicles will be clearly marked with business name.
2. All employees will wear identifiable uniforms with business name.
3. All employees will maintain valid work cards.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **21.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of an extension of a Temporary Psychic Arts and Science License, Molly Oz, dba Molly Oz, 6848 West Charleston Boulevard, Molly Oz, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of an extension of a Temporary Psychic Arts and Science License.

**RECOMMENDATION:**
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative and subject to the following conditions:

1. 1. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8" x 10" in size, with lettering no smaller than one inch.
2. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.
3. The rates published shall be the only rates charged.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **22.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of a Change of Business Name for Massage Establishment License, Desert Pines Family Health Centers, dba From: Desert Pines Chiropractic, To: Desert Pines Rehabilitation, 3551 East Bonanza Road, Suite 108, Douglas Hermansen, Pres, Treas, Dir and Tamra Hermansen, Secy - Ward 3 (Reese) [NOTE: This is an ancillary license to an existing chiropractic business - Desert Pines Rehabilitation]

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
Approval of a Change of Business Name for Massage Establishment License.

**RECOMMENDATION:**
Recommend approval subject to the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

**BACKUP DOCUMENTATION:**
None

City of Las Vegas Agenda Item No.: **23.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of award of First Amendment to Agreement No. 06-11554, Engineering Design Services Agreement for Vegas Drive Roadway and Drainage Improvements from Shadow Mountain Place to Rancho Drive - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. ($115,049 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $115,049
**Funding Source:** Road and Flood CPF
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
On March 21, 2007 City Council approved award of Agreement No. 06-11554 to Poggemeyer Design Group, Inc. to design improvements to the roadway and drainage from Shadow Mountain Place to Rancho Drive. This amendment provides for additional engineering services to investigate a potential conflict the existing sanitary sewer laterals and the proposed storm drain in Shadow Mountain Place and other related services to the design of the project.

PCC: L.E. Davis
POC: Michael B. Holloway - (702) 255-8100

**RECOMMENDATION:**
That City Council approve First Amendment to Agreement No. 06-11554, Engineering Design Services Agreement for Vegas Drive Roadway and Drainage Improvements from Shadow Mountain Place to Rancho Drive to Poggemeyer Design Group, Inc. in the amount of $115,049, bringing the total Agreement amount to $1,365,049. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
1. First Amendment to Agreement No. 06-11554
2. Certificate - Disclosure of Ownership/Principals

# FIRST AMENDMENT TO ENGINEERING DESIGN SERVICES AGREEMENT WITH POGGEMEYER DESIGN GROUP, INC. FOR VEGAS DRIVE STORM DRAIN

THIS FIRST AMENDMENT made and entered into as of the _____ day of _____, 20____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "CITY") and POGGEMEYER DESIGN GROUP, INC. (herein the "CONSULTANT")

## WITNESSETH

WHEREAS, the CITY and the CONSULTANT have entered into an Engineering Design Services Agreement dated March 21, 2007 (herein the "AGREEMENT"), retaining the services of the CONSULTANT for the design of the Vegas Drive Storm Drain (herein the "PROJECT"), and

WHEREAS, the CITY desires to modify the scope of that AGREEMENT to include additional engineering services to investigate a potential conflict with the existing sanitary sewer laterals and the proposed storm drain in Shadow Mountain Place, to complete a groundwater investigation for construction dewatering permit from the Nevada Division of Environmental Protection, construction services support, and other related services not included in the original scope of the PROJECT.

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section Seven, Compensation and Terms of Payment, Paragraph 7.01, General of the AGREEMENT is hereby amended to change the amount set aside as referenced therein from $1,250,000 to $1,365,049.

2. Section Seven, Compensation and Terms of Payment, Paragraph 7.02, Compensation: Basic Services (Lump Sum by Task) of the AGREEMENT is hereby amended to change the amount referenced therein for Basic Services of the CONSULTANT from $1,099,426 to $1,177,213.

3. Section Seven, Compensation and Terms of Payment, Paragraph 7.03, Compensation: Additional Services of the AGREEMENT is hereby amended to change the not to exceed amount referenced therein for Additional Services of the CONSULTANT from $150,574 to $187,836.

3. Insert new Exhibit A-01, Scope of Services; Exhibit C-01, Manpower Task Breakdown; Exhibit D-01, Cost Derivation; Exhibit E-01, Schedule and Exhibit G, Disclosure of Principals; all as attached hereto.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to the original AGREEMENT for the Vegas Drive Storm Drain project to be executed the day and year first above written.

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager
Purchasing & Contracts

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Richella 12/21/10
Deputy City Attorney Date

POGGEMEYER DESIGN GROUP, INC.

By_____
MICHAEL B. HOLLOWAY, P.E.
Principal
"CONSULTANT"

# EXHIBIT "A-01"
# SCOPE OF SERVICES

## BACKGROUND

On March 21, 2007, Poggemeyer Design Group, Inc. entered into an agreement with the City of Las Vegas to provide engineering design services, preparation of Contract Drawings, Special Provisions and Cost Estimates for the Vegas Drive Storm Drain project, Shadow Mountain Place to Rancho Drive. A detailed Scope of Services for the Project is included in the Engineering Design Services Agreement.

This Scope of Additional Services outlines additional work directed to be performed by the City that is necessary to successfully complete the project.

## BASIC SERVICES TASKS

The following work is to be included in Basic Services:

## TASK V (7) FINAL REVISIONS AND APPROVALS

### V (7.a) Final Design.

1. **Modify final plans to remove RTC and SID funded improvements.**
   - i. Revise construction documents to reflect only replacing the pavement necessary for installation of the underground facilities and to remove the SID design items. This revision is the result that RTC Funding has been removed from this project so the overall street rehabilitation no longer has any funding, and with the current Bond Market, the SID funding has been removed.
   - ii. These revisions require extensive modifications to the plan and profile sheets, as well modifications to detail sheets.
   - iii. Modify Bid Sheet and specifications as required to reflect to design drawings.
   - iv. Modify opinion of probable construction costs to reflect the modifications to the drawings.
   - v. Assist CLV in providing information for coordination of approvals/permits from Clark County for the areas encroaching in the County ROW.
   - vi. Attend additional meetings as necessary.
   - vii. Provide additional utility review/approvals to modified plans.
2. **Investigate potential conflict with Clark County island properties along Shadow Mountain due to unknown sewer connections to CLV sewer.**
   - i. Develop AEP for sewer laterals.
   - ii. Sub out field work to plumber to video sewer/lateral as required ascertaining exact location, condition, and connections.

iii. Pothole 15 locations to determine sewer vertical alignment.

iv. Depending on answers to investigations, mitigate the sewer lateral conflicts by redesign a new segment of sewer to take the lateral flows around the new storm drain to the existing sewer or another sewer, whichever is the most cost effective.

v. Provide additional survey as required to complete the sewer design.

vi. Modify bid sheet and specifications as appropriate to match any new design elements.

vii. Coordinate with utilities on getting modified plan sheets reviewed and approved.

viii. Attend additional meetings as necessary to coordinate these changes with City Staff and obtain final review approvals.

**3. Groundwater investigation for dewatering permitting.**

i. Terracon Consultants have given PDG a proposed scope of services and proposal.

ii. Does not include permit application, to be done by others.

## EXHIBIT "B-01"
## ADDITIONAL SERVICES

**Additional Services**

Upon written authorization by the CITY, the CONSULTANT shall provide additional services as needed for the PROJECT.

The following additional services of the CONSULTANT are added:

**TASK VAS (8) TITLE REPORT REVIEW**

i. Since the project was originally surveyed and researched in 2003, reviewing new Title Reports provided by the City would be prudent to ascertain that no new easements or modified easements have occurred that might affect this project.

ii. PDG to review Title Reports for additions/deletions/modifications from original review.

**TASK VAS (9) CONSTRUCTION ADMINISTRATION**

i. **VAS (9.a) Shop Drawing Review and Coordination with Construction Manager.** Review submittals in coordination with Construction Manager.

ii. **VAS (9.b) Request for Information.** Respond to Contractor's RFI's in coordination with Construction Manager. Conduct construction site investigation as required.

iii. **VAS (9.c) Final Project Walkthrough.** Participate with the City and the Contractor on the final walkthrough of the project.

iv. **VAS (9.d) Record Drawings.** Completion of Record Drawings from redlines provided by Contractor. CONSULTANT cannot warrant the accuracy of the Record Drawings in that they are from information provided by a third party.

## TASK VAS (10) MISCELLANEOUS ADDITIONAL SERVICES

**FIRST AMENDMENT**
**EXHIBIT C-01**
**VEGAS DRIVE, SHADOW MTN TO RANCHO ROAD**

| Date: | 16-Dec-10 | | Labor Classification | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time: | 10:49 AM | Title: | Princ. | Project Mgr. | Project Engr. | Engr. | SrCAD Tech. | CAD Tech | Clerical | Surv. Crew | PLS Surv. | Total Hours |
| | | Code: | i | ii | iii | iv | v | vi | ix | x | xi | |
| | | | **Projected Hours** | | | | | | | | | |
| **TASK** | **Activity** | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **Basic Services** | | | | | | | | | | | |
| | | | | | | | | | | | | |
| V (7.a.1) | Modify for RFC Funding Only (Remove RTC/SIDItems) | | 0.0 | 34.0 | 30.0 | 0.0 | 0.0 | 24.0 | 13.0 | 0.0 | 0.0 | 101.0 |
| V (7.a.2) | Initial Mtn Shadow Sewer Lateral Investigation | | 0.0 | 34.0 | 40.0 | 10.0 | 0.0 | 60.0 | 11.0 | 32.0 | 16.0 | 203.0 |
| V (7.a.3) | Water Quality Dewatering Permit | | 0.0 | 17.0 | 15.0 | 0.0 | 20.0 | 0.0 | 2.0 | 10.0 | 2.0 | 66.0 |
| | | | | | | | | | | | | |
| | **Basic Services Subtotal** | | **0.0** | **85.0** | **85.0** | **10.0** | **20.0** | **84.0** | **26.0** | **42.0** | **18.0** | **370.0** |
| | | | | | | | | | | | | |
| | **Additional Services** | | | | | | | | | | | |
| | | | | | | | | | | | | |
| VAS (8) | Title Report Review | | 0.0 | 4.0 | 0.0 | 0.0 | 0.0 | 0.0 | 8.0 | 0.0 | 16.0 | 28.0 |
| VAS (9) | Construction Admin | | 0.0 | 34.0 | 70.0 | 30.0 | 0.0 | 0.0 | 40.0 | 0.0 | 0.0 | 174.0 |
| VAS (10) | Additional Services | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | | | | | | | | | | | | |
| | **Additional Services Subtotal** | | **0.0** | **38.0** | **70.0** | **30.0** | **0.0** | **0.0** | **48.0** | **0.0** | **16.0** | **202.0** |
| | | | | | | | | | | | | |
| | **TOTAL** | | **0** | **123** | **155** | **40** | **20** | **84** | **74** | **42** | **34** | **572** |
| | | | | | | | | | | | | |

FIRST AMENDMENT
EXHIBIT D-01
VEGAS DRIVE, SHADOW MTN TO RANCHO ROAD

| Date: | 16-Dec-10 | | Labor Classification & Rate | | | | | | | | | Totals | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time: | 10:53 AM | Title: | Princ. | Project Mgr. | Project Engr. | Engr. | SrCAD Tech. | CAD Tech | Clerical | Surv. Crew | PLS Surv. | | | |
| | | Code: | i | ii | iii | iv | v | vi | ix | x | xi | Subtotal | Subtotal | |
| | | Rate: | 161.00 | 145.00 | 126.00 | 106.00 | 94.00 | 84.00 | 60.00 | 172.00 | 117.00 | Labor | Direct | |
| Task | Activity | | | | | | | | | | | Costs | Costs | TOTAL |
| | | | | | | | | | | | | | | |
| | **Basic Services** | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| V (7.a.1) | Modify for RFC Funding Only (Remove RTC/SIDItems) | | 0 | 4,930 | 3,780 | 0 | 0 | 2,016 | 780 | 0 | 0 | 11,506 | 2,000 | 13,506 |
| V (7.a.2) | Initial Mtn Shadow Sewer Lateral Investigation | | 0 | 4,930 | 5,040 | 1,060 | 0 | 5,040 | 660 | 5,504 | 1,872 | 24,106 | 17,866 | 41,972 |
| V (7.a.3) | Water Quality Dewatering Permit | | 0 | 2,465 | 1,890 | 0 | 1,880 | 0 | 120 | 1,720 | 234 | 8,309 | 14,000 | 22,309 |
| | | | | | | | | | | | | | | |
| | **Basic Services Subtotal** | | **0** | **12,325** | **10,710** | **1,060** | **1,880** | **7,056** | **1,560** | **7,224** | **2,106** | **43,921** | **33,866** | **77,787** |
| | | | | | | | | | | | | | | |
| | **Additional Services** | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| VAS 8 | Title Report Review | | 0 | 580 | 0 | 0 | 0 | 0 | 480 | 0 | 1,872 | 2,932 | 0 | 2,932 |
| VAS 9 | Construction Admin | | 0 | 4,930 | 8,820 | 3,180 | 0 | 0 | 2,400 | 0 | 0 | 19,330 | 0 | 19,330 |
| VAS 10 | Additional Services | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,000 | 15,000 |
| | | | | | | | | | | | | | | |
| | **Additional Services Subtotal** | | **0** | **5,510** | **8,820** | **3,180** | **0** | **0** | **2,880** | **0** | **1,872** | **22,262** | **15,000** | **37,262** |
| | | | | | | | | | | | | | | |
| | **TOTAL** | | **0** | **17,835** | **19,530** | **4,240** | **1,880** | **7,056** | **4,440** | **7,224** | **3,978** | **66,183** | **48,866** | **115,049** |

# EXHIBIT "E-01"
# SCHEDULE

The following milestone dates have been established for the PROJECT:

| | |
|---|---|
| Groundwater investigation completed | February 1, 2011 |
| Sewer conflict resolved Potholing complete | February 14, 2011 |
| Pre-mylar bond | March 3, 2011 |
| Final Submittal | March 17, 2011 |
| Construction Admin complete (if authorized) | June 30, 2012 |

*Schedule assumes all CITY reviews are maximum of two (2) weeks.

# EXHIBIT "G"

## 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.

### 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**

| | |
|---|---|
| Name | POGGEMEYER DESIGN GROUP, INC. |
| Address | 6960 SMOKE RANCH RD STE 110, LAS VEGAS, NV 89128 |
| Telephone | 702-255-8100 |
| EIN or DUNS | 34-105-6617 |

**Block 2 — Description**

Subject Matter of Contract/Agreement:
VEGAS DRIVE, SHADOW MOUNTAIN PLACE TO RANCHO DRIVE DATED MARCH 21, 2007

RFP #: AGGREEMENT # 06-11554

**Block 3 — Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

# 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. | MICHAEL B HOLLOWAY, PE<br>MANAGING PRINCIPAL, WESTERN REGION | 6960 SMOKE RANCH RD STE 110<br>LAS VEGAS, NV 89128-0427 | 702-255-8100 x 105 |
| 2. | LARRY V CARROLL, PE<br>CO-CHAIRMAN | 6960 SMOKE RANCH RD STE 110<br>LAS VEGAS, NV 89128-0427 | 702-255-8100 x 106 |
| 3. | DAVID S ALEXANDER, PE<br>PRINCIPAL OWNER | 6960 SMOKE RANCH RD STE 110<br>LAS VEGAS, NV 89128-0427 | 702-256-4335 x 112 |
| 4. | JACK A JONES, PE<br>CHAIRMAN | 1168 N MAIN ST<br>BOWLING GREEN, OH 43402-1309 | 419-352-1450 x 315 |
| 5. | CHARLENE KERR, AICP<br>PRINCIPAL OWNER | 10046 E LAKE RD<br>NORTH EAST, PA 16428 | 814-725-4284 |
| 6. | LINDA AMOS<br>PRINCIPAL OWNER | 1168 N MAIN ST<br>BOWLING GREEN, OH 43402-1309 | 419-352-1450 x 334 |
| 7. | MICHAEL ATHERINE, PE<br>PRINCIPAL OWNER | 1168 N MAIN ST<br>BOWLING GREEN, OH 43402-1309 | 419-352-1450 x 351 |
| 8. | TIM BOCK, PE<br>PRINCIPAL OWNER | 1168 N MAIN ST<br>BOWLING GREEN, OH 43402-1309 | 419-352-1450 x 234 |
| 9. | KEN MAAG, PE<br>PRINCIPAL OWNER | 935 CLEVELAND AVE<br>DEFIANCE, OH 43512-4016 | 419-782-3067 |
| 10. | RANDY MIELNIK, AICP<br>PRINCIPAL OWNER | 2262 N MONROE ST<br>MONROE, MI 48162-4254 | 734-384-1380 |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

**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: N/A

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.

KIM M. WEBB
Notary Public State of Nevada
No. 93-3222-1
My appt. exp. Apr. 12, 2013

Michael B. Holloway
Name

11-23-2010
Date

Subscribed and sworn to before me this 23 day of November, 2010.

Kim M Webb
Notary Public

City of Las Vegas Agenda Item No.: **24.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of Use Agreement No. 110063-SK, authorizing use of City of Tucson Contract No. 090188, Annual Requirements Contract for Maintenance, Repair and Operations Supplies (MRO) - Department of Field Operations - Award recommended to: WW GRAINGER, INC. ($1,300,000 - Various Funds)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $1,300,000
**Funding Source:** Various Funds
**Dept./Division:** Field Operations

**PURPOSE/BACKGROUND:**
This agreement will allow the City to use the City of Tucson competitively awarded contract for the purchase of maintenance, repair and operations supplies, which is anticipated to result in a 40% cost savings on the items we use most compared to the prior Grainger contract. This item is exempt from the competitive bidding process pursuant to NRS 332.195, Joinder or mutual use of contracts by governmental entities.

PCC: S. Kessler
POC: Brittany Bosley - (702) 858-8155

**RECOMMENDATION:**
That City Council approve Use Agreement No. 110063-SK authorizing the use of City of Tucson Contract No. 090188, Annual Requirements Contract for Maintenance, Repair and Operations Supplies (MRO) to WW Grainger, Inc. from date of award through December 29, 2011 with three one-year options to renew in the estimated annual amount of $1,300,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
Use Agreement No. 110063-SK

# USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 , by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and WW GRAINGER INC. (herein the "Supplier"),

## RECITALS

WHEREAS, the Supplier and City of Tucson (herein "City of Tucson") have entered into that Contract dated _____ (Bid No. _____) which provides for Industrial Supplies, Equipment, and Lighting Supplies (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the City of Tucson; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (174 pages), and incorporated herein, except as stated in Exhibit "B" (6 pages), and Exhibit "C" (2 pages), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the City of Tucson. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the City of Tucson failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the City of Tucson fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective ten (10) days after written notice is

provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and City of Tucson.

6. Any change or modification to the Supplier Contract between the Supplier and the City of Tucson shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER:
WW Grainger Inc.
Brittany Bosley
2401 Western Ave.
Las Vegas, NV 89102-4815
Fax # 702-387-0278

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

The parties shall provide written notification of any change in the information stated above.

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which City of Tucson was named as an additional insured party pursuant to the requirements of the Supplier Contract.

9. Unless the content indicates otherwise, the references in the Supplier Contract to the City of Tucson shall be understood and interpreted to refer to the City for purposes of this Agreement.

10. 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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:

Robert S. Sylvain 12-7-10
Deputy City Attorney Date

WW GRAINGER INC.

Government Account Manager

"Supplier"

# Exhibit A

# Maintenance, Repair and Operation Supplies (MRO)
# Awarded by City of Tucson, AZ (Contract #090188)

Awarded to Grainger, Inc. and available to public agencies nationwide via National Intergovernmental Purchasing Alliance

This is a competitively solicited contract that offers a catalog wide agreement. Over 850 most frequently ordered MRO items are offered at substantially reduced prices. In addition, the contract offers an option for a customizable core list of MRO items or product categories so that National IPA participating public agencies may create an offering that is unique to their agency, facility or institution.

A. Term: Initial one year agreement from January 1, 2010 through December 31, 2010 with option to renew for four (4) additional one-year periods.

B. Pricing: Consists of deep, discounted core lists supplemented with specific manufacturer discounts and general discounts for product catalog categories.

1. 850 Item Core List comprised of:
   a. 600 Basic Core List.
   b. 100 Sustainability (Green) Core List.
   c. 150 Emergency Preparedness and Response Core List.

2. Customized Core List (minimum of 100 items): Customizable for each participating agency to meet specific agency product needs.

3. Customer Specific Pricing (CSP) - Additional competitive discounts and pricing for high volume and/or repetitive product purchases.

4. General Catalog and Product Category Discounts comprised of:
   a. Motors – 28%
   b. Air Filters – 45%
   c. Cleaning Supplies - 18%
   d. Tools Program - 35% - 60%
   e. Lamps and Ballasts Program - Up to 81.5%
   f. Lamp Recycling Kits – 25%
   g. Private Line Products: Details in Tab 1 – Page 29 and at www.grainger.com/exclusivebrands. Products offered yield a minimum of an additional 10% savings when compared to equivalent branded products.
   h. General Catalog – 10%

5. Freight:
   a. FOB Destination for standard ground shipments. Excludes Alaska, Hawaii, export orders and Sourced Products.
   b. Excludes costs for expedited delivery, carrier or special handling by carrier.

C. Payment: Payment is accepted for Visa, Mastercard and American Express via phone, fax, email, counter will call and www.grainger.com.

D. Ordering: Details in Tab 1 – Pages 32-34.
   1. www.grainger.com/cityoftucson or www.grainger.com/nationalipa – Website provides contract pricing, product comparison and availability, green products, MSDS, etc.
   2. Phone, fax, mail and counter calls at local branch.
   3. EDI.
   4. eProcurement.
   5. Emergency Orders (After Regular Business Hours) – If unable to reach your local branch representative, dial 1-800-CALL-WWG for assistance. Support staff will assist in contacting your representative to take car of your needs. Customary emergency fee of $50 is waived.

E. eCommerce: Details in Tab 2 – Pages 70-72 and Pages 88-89.
   1. Software punchout connections to inventory software systems.
   2. Direct connections to Enterprise Resource Planning (ERP) systems.

F. Inventory Solutions: Details in Exhibit S.
   1. Inventory Scan
   2. KeepStock
   3. On-Site Specialist
   4. Inventory Track
   5. Enhancement and Spot Buy
   6. First Aid Replenishment

G. Emergency Preparedness: Details in Tab 2 – Pages 52-55. Products listed in Tab 2 - Pages 65-67.

H. Green/Sustainability: Details in Tab 1 – Pages 27-28 and Details in Tab 2 – Page 74. Products are identifiable in the General Catalog and online by a unique certification symbol. The online Green Resource Center guides customers to products.

I. Training and Education: No cost programs. Details in Tab 2 - Page 77-78.
   1. Environmentally Responsible Value-Added Education – Details in Exhibit N.
   2. Occupational Health and Safety Value-Added Education –Details in Exhibit R
   3. On The Job Free Webinar Series –Details in Exhibit U

J. Sourcing: Details in Exhibit D and E - Grainger's Sourcing Terms and Conditions. Access to over five million non-catalog products. Pricing is at current market rate.

K. Audits:
   1. Environmentally Responsible Value-Added Audits – Details in Exhibit Q
   2. Lighting and Energy: Details in Tab 2 – Page 76.

L. Customizable Small Business Program: Details in Tab 2 – Pages 73-74.

M. Repair Services: Details in Tab 2 – Page 72.
DeWalt Tool: Details in Tab 2 – Page 72. Program offers broken tool pickup service, defective tool inspections and safety training. Sample tools and/or accessories for a trial period.

N. Safety Services: Details in Tab 2 – Pages 89-90.

O. Prescription Safety Eyewear Program: Details in Tab 2 – Page 92. Non-fee based program outsourced to AO Safety.

P. Consulting Services: Details in Exhibit T.

Q. Custom Air Filters - Details in Tab 2 – Page 70.

R. Labels and Signs - Details in Tab 2 – Page 91.

S. Recycling of Lamps: Details in Tab 2 – Page 75 and Page 88.

T. Grainger Contract Web Landing Page: Visit landing page www.grainger.com/cityoftucson or www.grainger.com/nationalipa which provide key contract information including agency registration to view contract pricing.

**GRAINGER INDUSTRIAL SUPPLY,**
**a division of W.W. Grainger, Inc.**

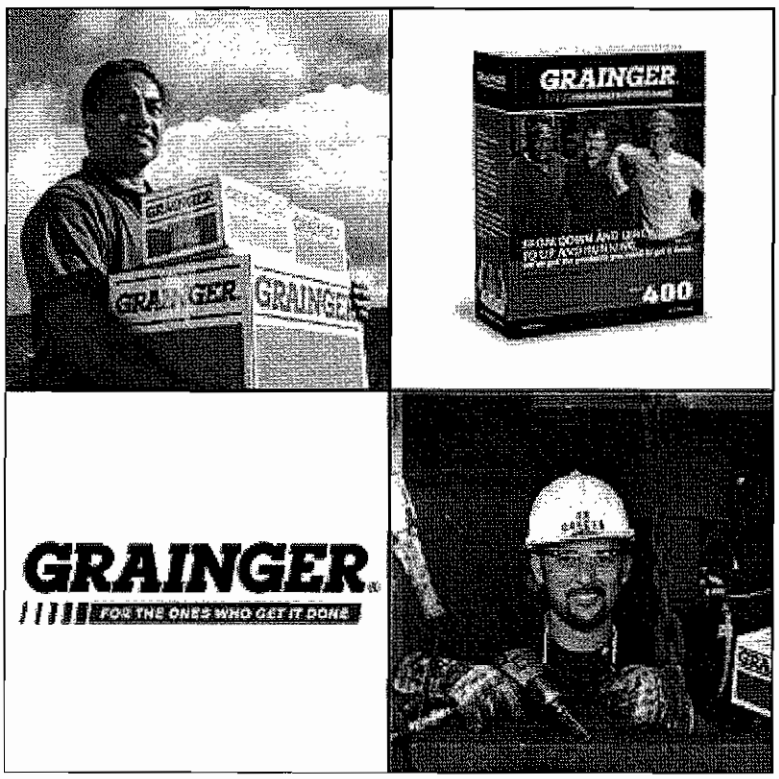
# MRO Supplies Proposal

REQUEST FOR PROPOSAL NO.090188

for

## CITY OF TUCSON

**August 25, 2009**



August 25, 2009

City of Tucson
Department of Procurement
255 W. Alameda, 6TH Floor
Tucson, AZ 85701

Attn: Lloyd Windle

Re: Maintenance, Repair and Operating ("MRO") Supplies Request for Proposal Number 090188

Dear Lloyd Windle:

Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger"), is pleased to respond to this Request for Proposal Number 090188 ("RFP") for MRO supplies. The Grainger proposal provides (i) a robust core list savings program which includes a sustainability component, (ii) an eCommerce incentive, (iii) a proven small business platform, and Grainger's expertise with launching and managing national contracts.

Grainger has served the City of Tucson's MRO needs for over 40 years with our first recorded sale in January of 1968. We believe the enclosed offer greatly expands and enhances this longstanding relationship and creates an exciting new strategic business relationship with the National Intergovernmental Purchasing Alliance Company (the "National IPA"). The City of Tucson and National IPA have a proven successful track record. Grainger believes the addition of Grainger to this relationship will form a powerful triad that will provide benefits for everyone involved including the Participating Public Agencies.

Grainger has a strong history of providing products and solutions to more than 1.3 million customers since 1927. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of more than 425 branches located in all 50 states and supported by nine (9) distribution centers with a 10th location to be operational by mid-2011. This distribution network represents more than $1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

The City of Tucson and National IPA can rely on Grainger's ability to provide consistent and effective customer service. For example, Grainger provided a 96.76% accuracy rating on the 1,137 Grainger transactions that took place in 2008 with the City of Tucson and that trend continues through 2009. Grainger's ultimate goal is that every order is 100% accurate. At Grainger we strive towards excellence with continuous process improvement efforts inherent within our company.

To Grainger, the word service means more than providing great products. It means understanding our customers' daily business challenges and working together to develop relevant, value driven solutions that drive out cost. These solutions include, but are not limited to, small business programs, sustainability initiatives, eCommerce goals, improving productivity and streamlining processes. This is a small representation of the solutions we provide every day.

Grainger also understands that our customers need to improve their efficiencies and drive down overall costs while also achieving sustainability goals. With this in mind, Grainger has completed an in-depth analysis of those products that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. . The top 200 purchased products from each segment have been identified, thus creating a list of 600 items. Additionally, Grainger has included 100 of the most requested 3rd party certified "green" products. This creates a comprehensive core list consisting of 700 of the most frequently purchased items. The overall goal of this unique combined core list is to provide the

City of Tucson and National IPA the most significant savings on the items they purchase the most.

Further, Grainger will collaborate with National IPA to develop a robust and comprehensive marketing plan aimed at achieving mutually agreed upon objectives and goals.

We look forward to working with the City of Tucson for another 40 years with the benefit of this enhanced relationship with National IPA. This relationship will provide cost effective solutions, environmentally sustainable quality products and value added services through Grainger's nationwide distribution network and dedicated employees.

Please feel free to contact me with any questions or concerns at **(520) 205-2023.**

Sincerely,

Denise Childress

Denise Childress
Government Account Manager
Phone: 520.205.2023
denise.childress@grainger.com

## List of Exhibits

| Exhibit | Exhibit Name |
|---|---|
| A | Implementation Planning Agenda |
| B | Draft Implementation Presentation |
| C | National Government Sales Organizational Chart |
| D | Grainger Parts and Sourcing |
| E | Sourcing Terms and Conditions |
| F | Sample Invoice |
| G | Customer Focused Report Card |
| H | NIPA Sales Reporting Draft |
| I | Grainger Dun and Bradstreet Report |
| J | Scottsdale Schools Letter of Reference |
| K | Maricopa County Letter of Reference |
| L | City of Phoenix Letter of Reference |
| M | 2008 TFM Reader's Choice Award |
| N | Grainger Green Services Smart Sheet |
| O | Grainger 2009-2010 Green Products Catalog |
| P | Distributor Alliance and Supplier Diversity |
| Q | Facility LEEDS Audits |
| R | Safety Training and Seminars (Occupational Health and Safety Value-Added Education) |
| S | Grainger Inventory Solutions |
| T | Grainger Consulting Services |
| U | Grainger "On The Job" 2009 Schedule |
| V | Grainger's City of Tucson Business License |

GRAINGER
FOR THE ONES WHO GET IT DONE

## Table of Contents


**Tab One**

Evaluation Criteria ..... 5

**Tab Two**

Scope of Services ..... 47

**Tab Three**

National Contract Requirements ..... 93

A. Corporate Commitment ..... 94
B. Pricing Commitment ..... 94
C. Sales Commitment ..... 94

**Tab Four**

Instructions to Offerors ..... 96

**Tab Five**

National Intergovernmental Purchasing Alliance Administration Agreement ..... 101

**Tab Six**

Standard Terms and Conditions ..... 102

**Tab Seven**

Special Terms and Conditions ..... 109

**Tab Eight**

Signed Amendments ..... 115

**Tab Nine**

Copy of the entire RFP document ..... 116

# Tab One

## Evaluation Criteria

**(including completed Price Page)**

## PROPOSAL EVALUATION REQUIREMENTS

**i. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

**II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

### A. Method of Approach

#### 1. Distribution Network

a. Describe how your firm proposes to distribute the products/services nationwide.

Grainger's standard operations consist of methods to make inventory available to customers on a just-in-time basis. Through Grainger's logistic network, we carry nearly $1 billion in inventory. Each of our 425+ domestic branches carries on average $1 million in inventory within 21,000 square feet and is managed by an average of 12 employees processing 125 transactions per day. Each branch tailors its inventory to local customer preferences and actual product demand. Products are available for immediate pick-up, same-day shipment, or delivery.

**National Presence**

In March 2004, Grainger completed the project of reconfiguring its distribution network. The new network is comprised of nine distribution centers (DCs) – five new and four redesigned facilities – which handle most of the customer shipping and also replenish branch inventories. The new facilities average more than 300,000 square feet in size and stock 50,000 of Grainger's fastest selling items. The DCs, using automated equipment and processes, ship orders, including Internet orders, directly to customers for all branches located in their service areas. The DC located in Chicago is also a national distribution center providing customers and the entire network with slower moving inventory items.

A 10th distribution center is scheduled to be up and running in Patterson, California, by mid-2011.

Distribution centers are located in Los Angeles, Dallas, Chicago, Kansas City, Memphis, Jacksonville, Cleveland, Greenville and New Jersey.

b. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Grainger's transportation network uses outsourced commercial transportation channels, which operate in a timely and cost effective manner. Selection of transportation companies for long-term commitments is based on the competitive costs and consistent quality of service to ensure the reduction of overall cost and ability to meet our customers' requirements.

Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. For further information regarding Grainger's software punchout capabilities, please see Tab Two, Section C(1)(b), Additionally, through the use of commercial carriers such as UPS, the City and Participating Public Agencies receive most shipments the following business day.

Additionally, Grainger utilizes local delivery sources, such as messenger services or common carriers, which can guarantee emergency deliveries. For non-stock items, Grainger works with other branches, manufacturers directly or its supplier/distributors to expedite products to meet the customer's product and delivery needs. Please note: Freight charges for premium freight deliveries are the responsibility of the customer, unless the premium freight situation is the result of an error on the part of Grainger.

c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.

Grainger's Vision is "To be the world leader in offering solutions that help businesses and institutions save time and money as they maintain, repair, and operate their facilities." Grainger works toward achieving this vision thru an infrastructure that includes:

Grainger's logistic network of 425+ branches, located in all 50 states, and supported by nine (9) distribution centers, represents more than $1 billion in inventory. Each of our 425+ domestic branches carries on average $1 million in inventory within 21,000 square feet and is managed by an average of 12 employees processing 125 transactions per day. Each branch tailors its inventory to local customer preferences and actual product demand. Products are available for immediate pick-up, same-day shipment, or delivery.

A 10$^{th}$ distribution center is scheduled to be up and running in Patterson, California, by mid-2011.

d. Describe your delivery commitment. What are your standard delivery days? What is the order cutoff time for next day delivery? Identify and describe any exceptions.

Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. This includes orders which are placed through software punchout and Grainger.com. For further information regarding Grainger's software punchout capabilities, please see Tab Two, Section C(1)(b), Additionally, through the use of commercial carriers such as UPS, the City and Participating Public Agencies receive most shipments the following business day.

## 2. Marketing

a. Provide a detailed ninety-day plan describing the strategy to immediately implement the Master Agreement as your company's primary "go to" market strategy for the public sector market to your teams nationwide, to include, but not limited to:

Grainger has a proven track record for successfully implementing 300+ formal implementations that meet the needs of both our customers and our contract partners. Immediately upon award, Grainger will meet with the City of Tucson/NIPA to build on the 30-60-90 day plan that will meet the objectives of all parties involved. Please see **Exhibits A and B,** (located on Grainger's CD marked "PROPRIETARY AND CONFIDENTIAL"), for a **Draft Implementation Planning Agenda and a Draft Implementation Presentation**, created with the City of Tucson and the National IPA in mind. These plans include both potential milestones and a timeline.

While Grainger's primary go-to market strategy is the utilization of various contracts, we believe that the unique offering that this contract provides will meet or exceed the needs of our City, County, and Education customers. This offering was created with their specific needs and buying patterns in mind. The benefits of this contract will be marketed to these customers and presented as an option to any other qualified Participating Public Agency that will benefit from this contract.

1. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.

   E-mail, voice mail and Intranet messages with Grainger Executive endorsements will be sent to the entire Grainger sales and customer service organizations. This message will endorse the Master Agreement as an option for Participating Public Agencies. It will also highlight the importance of communicating the Master Agreement and highlighting the value this contract brings to our mutual customers.

2. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.

   **Weeks 1-12**

   **Phase 1**: Grainger will work with National IPA team to mutually draft and develop training materials.

   **Phase 2**: Grainger will produce online training materials to prepare for a nationwide, regional Web-Ex training program. The training objective is to provide a complete overview of the Master Agreement, and how Grainger employees can help drive great service, solutions and contract compliance.

   **Phase 3**: Training will be rolled out regionally, with endorsement from Grainger executive leadership, to all customer-facing employees and phone associates. Our eCommerce customer service representatives will also go through the training to ensure consistency of experience.

   **Phase 4**: All training will be tracked to ensure that all national sales employees have successfully completed the training and have a full understanding of how to bring the Master Agreement elements to market for our mutual customers.

b. Provide a detailed ninety-day plan describing the strategy to market the Master Agreement to current National IPA Participating Public Agencies, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:

Please see Section 2(a) and **Exhibits A and B (Draft Implementation Planning Agenda and Draft Implementation Plan**, respectively).

1. Creation and distribution of a co-branded press release to trade publications within first 10 days.

   Grainger will work with National IPA to develop and distribute a co-branded press release within the first 10 days after a contract award. Grainger has a distribution list for trade publications that can compliment the National IPA distribution list recommendation.

2. Announcement, contract details and contact information published on the company website within first 30 days.

   **National IPA and Grainger.com**

   Grainger will maintain a landing page dedicated to serving the City of Tucson, Participating Public Agencies and National IPA under the National IPA contract. This dedicated landing page is aimed at encouraging and facilitating high usage of the National IPA contract and includes, but is not limited to, the following features:

   - Products
   - Contract prices
   - Technical specifications
   - Quoting capability
   - 24/7 online ordering, shipment, tracking and payment
   - Facilitation of the Membership participation process
   - No minimum order limits

3. Design, publication and distribution of co-branded marketing collateral within first 90 days.

   Grainger will collaborate with the City of Tucson/National IPA to develop a Go-To-Market plan that will include multiple channels, such as collateral materials, e-mail communications, participation in the NIGP Annual Forum and Web content to ensure high awareness and usage of the Agreement by the City of Tucson and Participating Public Agency end users.

4. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows conferences and meetings throughout the term of the agreement.

   (a) For the NIGP Annual Forum, an area is reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you shall commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum as directed by National IPA.

   Grainger will assist the National IPA in the overall promotion of the NIGP Annual Forum by providing reasonable assistance to the overall promotion and marketing effort as mutually agreed to by the parties. Grainger will exhibit and staff a booth at the NIGP Annual Forum.

   Additionally, Grainger will work with National IPA to participate in additional trade shows that are mutually beneficial.

5. Design and publication of national and regional advertising in trade publications throughout the term of the agreement.

   A joint advertising plan will be developed and implemented upon contract award, including, but not limited to, the design and publication of national and regional advertising in trade publications as mutually agreed to by the parties.

6. Ongoing marketing and promotion of the agreement throughout the term of the agreement (case studies, collateral pieces, presentations, etc.).

   Grainger will participate in the ongoing marketing and promotion of the agreement throughout the term. Such participation may consist of case studies, collateral pieces and presentations.

c. Describe how the Master Agreement will be marketed to your existing government agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.

The City of Tucson and Participating Public Agencies may be eligible for multiple Government agreements that Grainger holds with other cooperatives and government entities. Determination of which eligible agreement is utilized is solely the decision of the Participating Public Agency. In any event, Participating Public Agencies may not participate in more than one Grainger agreement at any given time.

**Marketing**

Grainger's State and Local Government marketing team is dedicated to promoting Grainger's value and capabilities to the Participating Public Agencies.

The Grainger marketing team will work closely with the City of Tucson and National IPA to develop a strategic national marketing plan focused on promoting the value both organizations bring to our mutual Government customers.

Some of the tactical elements that may be included, post award, within the joint marketing plan, are listed below.

**Direct Marketing**

The City of Tucson Master Agreement and related benefits may be promoted to all current and potential Participating Public Agencies through Grainger's direct mail program. This program has been successfully utilized in the past to communicate contract benefits to Grainger customers. Together, we can build upon this success and drive contract awareness deeper into our respective customer bases. In addition, this communication program may be extended to include other topics of interest. Communications may include specific products, services, and solutions of interest to our target audience.

**Web-Based Marketing**

Grainger's world class Web site, www.grainger.com, is a proven, effective and efficient marketing tool.

Grainger will maintain a landing page dedicated to serving the City of Tucson, Participating Public Agencies and National IPA under the National IPA contract. This dedicated landing page is aimed at encouraging and facilitating high usage of the National IPA contract and includes, but is not limited to, the following features:

- Products
- Contract prices
- Technical specifications
- Quoting capability
- 24/7 online ordering, shipment, tracking and payment
- Facilitation of the Membership participation process
- No minimum order limits

**E-mail Marketing**

Grainger's e-mail marketing has demonstrated significant success in alerting our customers instantly of contract updates, new product alerts, and other information of interest. This method of communication allows our customers to make more informed buying decisions quicker.

Grainger also develops and distributes electronic newsletters. These newsletters contain articles and other information of interest to customers. A National IPA -specific electronic newsletter will be developed to further promote the value of both organizations.

**Trade Shows**

Grainger participates in many national, regional and local trade shows and similar events throughout the year supporting targeted organizations. Examples of these events include the National Institute of Governmental Purchasing, National Association of State Procurement

Officials, National Association of State Chief Administrators, National Association of State Facility Administrators, National Association of Education Buyers, National Association of College and University Business Officials, and Association of Higher Education Facilities Officers.

National and regional/local National IPA events, including NIPA's participation in the NIGP Annual Forum, will become part of the larger joint strategic plan.

Over the last seven years, Grainger's dedicated government marketing team invested a significant amount of the marketing budget to support the cost of these efforts.

Grainger's Government Marketing Team:

| | |
|---|---|
| Don Scheibenreif | VP, Government/Healthcare Business Team |
| Meeta Kratz | Director, Government/Healthcare Segment Strategy |
| Ray Douglas | Government Marketing Strategy Manager |
| Melissa Bonney | Government Segment Strategy Manager |
| Jackie Yessa | Government Segment Strategy Manager |
| Patti Julius | Government Healthcare Marketing Strategy Manager |
| Owen Ford | Government Healthcare Segment Strategy Manager |

d. Please acknowledge that successfully awarded contractor agrees to provide their company/corporate logo(s) to National IPA and agree to provide permission for reproduction of such logo in marketing communications and promotions.

Upon contract award, Grainger may provide National IPA with Grainger's corporate logo along with Grainger's use requirements.

e. Please provide contact information for the person(s), who will be responsible for:

1. Marketing

**Raymond Douglas**
Government Marketing Strategy Manager
Phone: 847.535.4588

2. Sales

**Tucson, Arizona and Government West Team**

**Andrew Guzzon**
Regional Sales Vice President
Phone: 760.761.4665
andrew.guzzon@grainger.com

**Mario Marin**
Director, Western Region
Phone: 415.864.4700
mario.marin@grainger.com

**Alex Rodriguez**
Government Sales Manager
Phone: 520.275.0519
alex.rodriguez@grainger.com

**Denise Childress**
Government Account Manager
Phone: 520.205.2023
denise.childress@grainger.com

**Rick Beaver**
Government District Sales Manager
Phone: 480.736.3553
rick.beaver@grainger.com

**J.D Stewart**
Government Regional Program Manager (Safety)
Phone: 510.638.1100
jessie.stewart@grainger.com

**Rebecca Hertzog**
Government Regional Program Manager (Janitorial)
Phone: 253.722.4891
rebecca.hertzog@grainger.com

**National Government Sales Leadership**

**Vice President, Government Sales**

**Robert Laughlin**
Has spent his entire career at Grainger:

- Vice President Government Sales – April 2009 - Present
- Regional Sales Vice President – Central in 2007-April 2009
- Director of Government Sales – West (2005-2006)
- District Sales Manager (2001-2004)
- Branch Manager (1998-2001)
- Field Sales (1995-1998)
- Began career in Branch Operations in 1989

**Regional Sales Vice Presidents**
**(RSVP)**

**Gerald Frank**
Regional Sales Vice President
Central Region Government Sales

23 years experience with Grainger

- 11 years as an RSVP
- Combined Operations and Sales leadership experience
- The last 5 years leading a Government Region both West and Central
- Part of the leadership team that led the last WSCA bid.

**Mark Hanna**
Regional Sales Vice President
Northeast Region Government Sales

16 years experience with Grainger

- Government Sales
- Branch Services
- Distribution Operations
- Information Services and Marketing
- Extensive government experience in Federal Contracting (GSA, DLA, DOD)

**Ben Nichols**
Regional Sales Vice President
Southeast Region Government Sales

13 years experience with Grainger

- Regional Sales Vice President (2007 – present)
- Director of Sales (2006 – 2007)
- District Sales Manager (2005 – 2006)
- Government Sales Manager (2000 – 2004)
- Corporate Sales Manager (1999 – 2000)
- Account Manager (1996 – 1999)

**Andrew Guzzon**
Regional Sales Vice President
Western Region Government Sales

21 years experience with Grainger

- Regional Sales Vice President (2009 – present)
- Director of Sales (2007 – 2009)
- District Sales Manager (2000 – 2006)
- National Account Manager (1997 – 2000)
- Branch Manager (1988 – 1996)

**Directors**

**Jeff Collier**
Director – Government Sales
Central Region

14 years experience with Grainger

- 8 years dedicated to Government and Higher Education Segment

**Andrew Darpino**
Director - Government Sales
Northeast Region

13 years with Grainger - Combined Operations and Sales Experience

- 5 Years dedicated to Government and Higher Education Segment
- Successful negotiation and management of MRO Contracts with Higher Education and Government Customers in the Northeast and Middle Atlantic States

**Mario Marin**
Director - Government Sales
Western Region

4 years experience with Grainger

- Leads a team of Government Sales Managers
- Responsible for a $100 million territory that includes the Western United States
- Previously Senior Government Sales Manager

- Part of team that negotiated the State of California's strategic sourcing agreement for MRO supplies, which included the first ever Distributor Alliance program that will provide Small Businesses and Disabled Veteran Owned Businesses an opportunity to compete for State work.

**Mark Snead**
Director - Government Sales
Southeast Region

**5** years experience with Grainger

- 5 years experience with Grainger in Sales Management
- Worked closely with higher education institutions in the US to implement comprehensive MRO contracts

**Tony Van Lennep**
Director of Sales – Government
Federal Civilian, Healthcare and Homeland Security

10 years experience with Grainger

- Director Government Sales Operations
  - Member of Grainger's Federal Compliance Team
  - Member of Grainger's National Emergency Response Team
- Director Program Launch - Development and Implementation of Corporate Programs
- National Government Sales Manager - Management of Grainger's contracts with the United States Postal Service
- Business Development Manager, Grainger Repair Parts Division
- Sales Manager, Grainger Repair Parts Division
- National Account Manager, Grainger Repair Parts Division

**David Joyce**
Director - Inside Sales

17 years experience with Grainger

- Director of Inside Sales team - February 2007
- District Sales Manager - 2004
- Senior Government Sales Manager - 2001
- National Account Manager - 1996

- Local Account Manager – 1991
- Successfully negotiated state and local contracts with the State of NY, City of NY and the Port Authority of NY/NJ

3. Sales Support

In addition to Grainger branch employees and local Account Managers, the following Sales Specialists are available to provide assistance. These individuals will receive extensive training on the contract and be a resource for both our customers and internal partners.

**Grainger Tucson, Arizona Branch**

Linda Colvin, Sales Specialist

3415 S. Dodge Boulevard
Tucson, AZ 85713-5434
Phone: 520.745.8200

**Grainger Phoenix, Arizona Branch**

Sales Specialists

Lisa Lescallett
lisa.lescallett@grainger.com

Teri Armentrout
teri.armentrout@grainger.com

4465 E. Broadway Rd.
Phoenix, AZ 85040-8892
Phone: .480.966.9797

**National Network**

Local Account Managers, Account Relationship Managers

Branch Managers and Sales Specialists (425+ branch locations, located in all 50 states)

4. Financial Reporting

**Alex Rodriguez**
Government Sales Manager
4465 E. Broadway Road
Phoenix, AZ 85040-8892
Mobile: 520.275.0519
alex.rodriguez@grainger.com

5. Contracts

**Alex Rodriguez**
Government Sales Manager
4465 E. Broadway Road
Phoenix, AZ 85040-8892
Mobile: 520.275.0519
alex.rodriguez@grainger.com

f. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**National Sales Force**

Grainger has a dedicated focus for all of its Government, Commercial and Institutional customers. These internal cross-functional teams support our customers around the country.

In addition to the 2,500+ Government, Commercial and Institutional local account managers employed by Grainger, we maintain a support staff dedicated to Government Accounts. These Commercial and Government Sales Directors, District Sales Managers, local Account Managers, Account Relationship Managers, and branch support staff are strategically located across the United States.

All Account Managers have voice mail, e-mail and mobile phones. In the event that they cannot be reached, the local Branch Manager and branch staff will be available for assistance. If a situation arises outside of normal business hours, the City of Tucson and Participating Public Agencies will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary $50 emergency fee for City of Tucson and Participating Public Agencies.**

Please see **Exhibit C** for Grainger's **National Government Sales Organization Chart.**

**Highest Level Executive – Sales Team**

**Rob Laughlin**
Vice President, Government Sales
100 Grainger Parkway
Lake Forest, Illinois 60045

Office: 847.535.1024
Mobile: 303.903.1699
robert.laughlin@grainger.com

g. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

In addition to the implementation draft outlined in section 2(a) and **Exhibits A and B (Draft Implementation Planning Agenda and Draft Implementation Plan**, respectively), Grainger will conduct regularly scheduled meetings with both National IPA and our employees to ensure open communication.

Grainger will participate in quarterly business reviews with the City of Tucson and National IPA to review reports and align objectives.

h. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.

Grainger will collaborate with the City of Tucson and National IPA to develop a robust and comprehensive marketing communication plan, including objectives and target goals. The marketing communication plan will include multiple channels, such as collateral materials, e-mail communications, participation in trade shows and Web content to ensure high awareness and usage of the Agreement by Participating Public Agencies

**3. Sales**

a. Explain how your company will market and transition the Master Agreement into the **primary "go to" market strategy** to local and state government.

Participating Public Agencies are often eligible for multiple Government agreements that Grainger holds with other cooperatives and government entities. Determination of which eligible agreement is utilized is solely the decision of the Participating Public Agency.

In the case of cities, counties and primary education customers, Grainger will highlight the advantages of the Master Agreement.

b. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

**2008 Government Sales**

Grainger's sales to its Government customer base represented 17% of Grainger's 2008 sales of $6.9 billion.

**Top 10 Public Agency Customers**

Due to the individual confidentiality agreements that we have with our customers, we do not supply this information to any other parties. This same confidentiality will, of course, be extended to the City of Tucson, the National IPA and all Participating Public Agencies.

c. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the cumulative amount of purchases that your company will guarantee to transition each year to the National IPA contract for the initial three years of the agreement.

$_____.00 will be transitioned in year one.
$_____.00 will be transitioned in year two.
$_____.00 will be transitioned in year three.

This RFP response has been specifically tailored to the City of Tucson and National IPA Participating Public Agencies with a focus on cities, counties and education customers. Upon a contract award, the Master Agreement will be offered as an option to National IPA's Participating Public Agencies, including target cities, counties and education customers. Further, Grainger will work with the National IPA in marketing the contract with a goal of trending growth.

d. Explain how your firm will educate its national sales force about the contract.

Grainger has a team of Implementation Specialists to assist in facilitating new and existing contract implementations. Our Government Sales Managers from each region will be responsible for ensuring an effective level of knowledge and understanding of the Master Agreement. These individuals will be trained on the contract details, benefits, and key initiatives of the Master Agreement. The training and education of our sales force will be conducted with participation and support from the National IPA. The training will include the following:

- Webex training and question and answer sessions conducted jointly with the National IPA
- Joint marketing material to facilitate this contract
- The assignment of a National Implementation Manager who will oversee the tracking, training and overall implementation of this contract

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**4. Product**

a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of sub categories
3. Identification and description of manufacturers within each sub category

Grainger's signature strength in the MRO industry is our strong and comprehensive line of quality and name brand MRO suppliers and manufacturers. For each major category below, we have identified Grainger's major General Catalog manufacturers and suppliers, whose products and parts will be easily accessible to all qualified Participating Public Agencies that chose to utilize this Master Agreement.

Product categories are available online at:

Grainger Product Categories

**a. Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

- A.O. Smith
- Ametek
- Boston
- Browning
- Dayton
- GE
- Ideal
- Lovejoy
- US Motors
- Vibco
- WEG
- Winsmith

**b. Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.

- 3M
- Brady
- Bussmann
- Cooper
- Dayton
- Eaton
- GE
- General Cable
- Hubbell
- Ideal
- Intermatic
- Panduit
- Siemens
- Square D
- Telemecanique
- Thomas & Betts
- Tripp Lite
- Wiremold

**c. Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

- Advance
- Cooper Lighting
- Fluke
- Fostoria
- GE
- Lithonia Lighting
- LumaPro
- Mag-Lite
- Pelican
- Rayovac
- Streamlight
- Westward

**d. Tools** – Hand, power, outdoor and automotive tools and tool storage.

- Ames True
- Baldwin
- Blackhawk
- Bosch
- Briggs & Stratton
- Centurion
- Cooper Tools
- Dewalt
- Exxon Mobil
- Milwaukee
- Ingersoll Rand
- Black and Decker
- Dayton
- Delta
- Drill Doctor
- Generac
- Grote
- Hitachi
- Husgvarna
- Irwin
- KD Tools
- Klein Tools
- Lenox
- Makita
- MK Diamond
- Morse
- Oldham
- Porter Cable
- Ridgid
- SPX OTC
- Skil
- Stanley Proto
- Vermont American
- Westward
- Wilton
- Westward

**e. Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.

- Amprobe
- Extech
- Fluke
- General
- Greenlee
- Ideal
- Mitutoyo
- Raytek
- Simpson
- Starrett

**f. Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.

- Enerpac
- Fuji
- Hankison
- Hitachi
- Ingersoll-Rand
- Parker
- Reelcraft
- Speedaire
- Stanley Bostitch
- Westward
- Wilkerson

**g. Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.

- Albion
- Ashland
- CM
- Coffing
- Cotterman
- Dayton
- JLG
- Lift-Rite
- Little Giant
- Load Hugger
- Magline
- Mason
- Rubbermaid
- Tuff-Edge
- Vestil
- Wagner
- Werner
- Wesco

**h. Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.

- Albion
- Ashland
- CM
- Coffing
- Cotterman
- Dayton
- JLG
- Lift-Rite
- Little Giant
- Load Hugger
- Magline
- Mason
- Rubbermaid
- Tuff-Edge
- Vestil
- Wagner
- Werner
- Wesco

**i. Welding** – Welding equipment and supplies.

- CRC
- Everede
- Exxon Mobil
- Greenfield
- Guhring
- KEO
- Kurt Parlec
- Miller
- Morse
- Niagracutter
- Norton
- OSG

- Victor
- Weiler
- Westward

**j. Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.

- 3M
- DAP
- GE
- Handi-Chek
- Holo-Krome
- ITW
- Ramset
- Red Head
- Loctite
- Marson
- Spax
- Toggler
- Wej-it

**k. Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.

- 3M
- Dayton
- Georgia-Pacific
- GOJO
- Johnson Diversey
- Minuteman
- Oreck
- Ramsey
- Rubbermaid
- Rust-Oleum
- Simple Green
- Tough Guy
- Zep

**l. Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.

- 3M
- Aearo
- Alarm Lock
- Ansell
- Best
- Bradley
- Brady
- Buckeye
- Condor
- DBI/Sala
- Master Lock
- Miller
- MSA
- North
- Schlage
- Sperian
- Stardust
- Uvex
- Wells Lamont

**m. Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.

- 3M
- Dayton
- Georgia-Pacific
- GOJO

- Johnson Diversey
- Minuteman
- Oreck
- Ramsey
- Rubbermaid
- Rust-Oleum
- Simple Green
- Tough Guy
- Zep

**n. HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.

- Air Handler
- Broan
- Dayton
- Fostoria
- Friedrich
- Frigidaire
- GE
- Haier
- Honeywell
- Johnson Controls
- MovinCool
- Nu-Calgon
- Parker
- Port-A-Cool
- Trion, Inc.
- White Rodgers
- Yellow Jacket

**o. Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.

- Bell & Gossett
- Chicago Faucets
- Dayton
- Elkay
- IR ARO
- Little Giant
- Rheem Ruud
- Sloan
- Watts Regulator
- Zoeller

p. **Other Categories**

**Grainger Parts and Sourcing (Special Order Desk)** – Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger's Sourced Product Terms and Conditions.**

b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

Grainger's General Catalog and Grainger.com offering represent more than 475,000 products and 1,600 suppliers and manufacturers. Certain products are shipped directly from the manufacturer to the customer. These items are clearly marked in the General Catalog and online at Grainger.com.

**Grainger Parts and Sourcing (Special Order Desk)** – In addition, Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger's Sourced Product Terms and Conditions.**

c. How are green products identified in your catalog? Online ordering?

**Green Products**
(Environmentally Friendly)

Grainger can help with solutions to keep your facility's commitment to environmental responsibility. We offer more than 2,000 products that consider the total environmental impact from product manufacture until the useful life of the product is complete. Many of our products are certified by industry-leading organizations and take into account specific environmental benefits.

**General Catalog**

Green products in the General Catalog are identified by the relevant certification symbol. For example, a Green Seal Approved Janitorial product will be marked with this symbol:

**Grainger.com**

Grainger's online Green Resource Center guides customers to Green products in multiple certified and non-certified categories. Products appearing online at Grainger.com are also marked with the relevant certification symbol.

**Certified and Non-Certified Environmental Categories**

The following is a list of certified and non-certified environmental product categories:

**Certified Environmental Categories**

**Green Seal Approved** - a non-profit organization that identifies and promotes products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion.

**NEMA Premium™ -** The National Electrical Manufacturers Association (NEMA) has established NEMA Premium™ efficiency standards for electric motors as the highest nominal efficiencies to date. These standards specify motor efficiency, temperature, torque, inrush current and power factor. NEMA Premium™ motors will dramatically cut your energy costs, conserve energy and improve motor system reliability.

**Energy Star** - government-backed program that helps businesses and consumers protect the environment through energy efficiency. Energy Star provides a trustworthy label on thousands of products that use less energy and save money.

**CRI - "Green Label" IAQ Testing Programs:** The Carpet and Rug Institute (CRI) has developed and administered the "Green Label" IAQ testing and labeling program for carpet, adhesives and cushion materials. These unique testing programs identify low-emitting products by requiring that representative product samples meet scientifically established standards.

**GreenGuard** - GREENGUARD Environmental Institute (GEI) is an industry-independent, non-profit organization that oversees the GREENGUARD Certification Program. GEI's mission is to improve public health and quality of life through programs that improve indoor air.

**Non-Certified Environmental Considerations**

**Water Conservation**: Available fresh water amounts to one-half of one percent of all water on earth. Global water consumption doubles every 20 years. The current demand for water exceeds supply by 17%. Not only will water conservation help this global challenge, but will also help your bottom line. Ask Grainger for help in your water conservation programs.

**Recycled Content** - The U.S. Environmental Protection Agency (EPA) published the Comprehensive Procurement Guideline (CPG) to encourage the use of materials recovered through recycling with the goal to reduce the amount of disposed waste.

The CPG designates items in the following product categories: Paper and Paper products, Vehicular products, Construction products, Transportation products, Park and Recreation products, Landscaping products, Non-paper and Office products.

**Energy Reduction -** The mission of the Office of Energy Efficiency and Renewable Energy (EERE) is to strengthen America's energy security, environmental quality, and economic vitality in public-private partnerships that: enhance energy efficiency and productivity; bring clean, reliable and affordable energy technologies to the marketplace; and make a difference in the everyday lives of Americans by enhancing their energy choices and their quality of life.

**Green Cleaning Alternatives -** Green cleaning helps decrease air and water pollution, ozone depletion, and global climate change. It also promotes recycling, reduces the use of raw materials and minimizes the use of toxic products that require disposal.

**Some materials**, such as Mercury, have a potentially serious impact to the environment. Grainger has made a conscious effort to offer product choices that have eliminated content of these materials. For example, digital thermostats have eliminated the need for mercury by using electronics. Other examples include paint and cleaning liquids that do not contain environmentally harmful chemicals.

**U.S. Green Building Council** - The U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) has become a standard for green buildings. This standard provides for certification in several categories. Grainger can provide solutions to help achieve your LEED certification goals. Grainger became a National member of this council in 2007. **Please note: In June of this year, Grainger's corporate headquarters facility located in Lake Forest, Illinois, was certified to the LEED-GOLD standard.**

d. Do you offer "Private Line" products? **Yes.** Please describe.

**Grainger Global Sourcing**

Grainger's Global Sourcing division is a direct importer of more than 4,500 products that Grainger sells under private label brands. These products cover a broad spectrum of categories including tools, material handling, safety, lighting and HVAC equipment. With procurement offices in Lake Forest, Illinois and Hong Kong, Global Sourcing ensures that suppliers meet stringent quality requirements on all products.

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**Grainger Exclusive Brands**

Private label products are an important aspect of Grainger's offering. We control quality and value; products are made to our specifications from select suppliers ensuring durability and performance for industrial quality product lines. Additionally, private label brands are typically offered for less than nationally recognized brands.

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## Brands Exclusively From Grainger

| | |
|---|---|
| **Air Handler** | **Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper |
| **Battalion** | **Security Products:** Hardware, Hinges, Locks, Locksets, Padlocks |
| **Condor / Talon Trax** | **Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High Visibility Apparel, Protective Clothing, Rainwear, Safety Glasses, Safety Goggles, Dust Masks, Safety Footwear |
| **Dakota Design** | **Office Furniture and Accessories:** Armrests, Bulletin Boards, Carts, Casters, Ceiling Fan Lights, Ceiling Fans and Accessories, Ceramic Heaters, Chairs, Chalk, Chalkboards, Dry Erase Boards, Easels, Erasers, Markers, Paper Cutters, Portable Heaters, Shredders, Signs |
| **Dayton** | **Electromechanical and Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationary Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, and Winches |
| **Dem-Kote** | **Aerosol Paints** |
| **DynaVox** | **Security and Surveillance:** Door Chimes, Intercoms, Magnetic Contacts, Megaphones, Speaker Mounts, TV/VCR Mounts |
| **Industrial Grade** | **Industrial Products:** Fasteners, Plumbing, Valves, Material Handling, Test Equipment, Casters, Outdoor Equipment, Welding Accessories, Raw Materials, Fleet Maintenance, Pneumatics, Packaging |
| **LumaPro** | **Lighting and Fixtures:** Ballast, Cord Reels, CFL Lamps, Desk Lights, Dock Lights, Flashers, Flashlights, Hand Lamps, Jobsite Lighting, Lamps, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task Lighting, Track Lighting |
| **Pegasus** | **Quartz Wall Clocks** |
| **PowerFirst** | **Electrical Supplies:** Appliance Cords, Electrical Tape, Extension Cords, GFCI Cord Protectors, GFCI Line Cords, GFCI Plugs, Locking Cord Adapters, Power Center Adapters, Power Supply Cords, Power Tool Cords, Wire Totes |
| **Speedaire** | **Pneumatics:** Abrasive Blasters, Air Compressors and accessories, Air Dryers, Low Oil Monitors, Compressor/Generators, Desiccant Dryers, Dry Air Systems, Hose Reels, Oil Filters, Spray Guns and Accessories |
| **Store Logic** | **Storage and Shelving**: Bin Racks and Components, Cabinets and Accessories, Casters, Shelving and Components, and Workbenches |
| **Trident** | **Plumbing Fixtures:** Faucets, Hoses, Paper Towel Dispensers, Retractable Clotheslines, Safety Grab Bars, Showerheads and Accessories, Soap Dishes, Tissue Holders, Toilet Tissue Dispensers, Towel Rings, and Valves |
| **Tough Guy** | **Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand and Personal Hygiene, Restroom Equipment, Waste Containers and Liners |
| **Westward** | **Industrial Hand Tools:** Tool Storage, Master Tool Sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, and Safety |

e. Submit all information that will aid the City in evaluating your proposal.

Grainger is offering an innovative solution aimed at benefiting the City of Tucson, National IPA and the Participating Public Agencies.

Our proposal combines:

- A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
- The core list contains a sustainability component of the 100 most frequently ordered items
- An incentive program with an eCommerce component
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than 1.3 million customers
- 425+ branches located in all 50 states (5 in Arizona)
- 9 distribution centers with a 10th to be operational by mid-2011
- $1 billion in available inventory
- 1,300+ General Catalog manufacturers and suppliers
- Proven 96.76% accuracy rating for the City of Tucson in 2008
- Continuous improvement measurements
- Value driven solutions that drive cost out
- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

**5. Services**

a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Policies and programs detailing your efforts in these areas.

Grainger offers the following value added services that will be made available to the City of Tucson and Participating Public Agencies, including, but not limited to:

- Sourcing
- Software Punchout Capability
- Repair Services
- Small Business Program

- Green / Sustainability Program
- Inventory Solutions
- Consulting Services
- Safety Services

For further information regarding these value added services, please see Scope of Work, Section C, Service Requirements.

2. Literature explaining your capabilities.

   Grainger's General Catalog offers a wide variety of products and manufacturers and related technical information. Grainger's General Catalog is available in hard copy and online at www.grainger.com.

   Additionally, Grainger offers a multitude of commodity-specific catalogs, available upon request.

3. Submit all information that will aid the City in evaluating your proposal.

   Grainger is offering an innovative solution aimed at benefiting the City of Tucson, National IPA and the Participating Public Agencies.

   Our proposal combines:

   - A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
   - The core list contains a sustainability component of the 100 most frequently ordered items
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   - A proven small business platform
   - Grainger's expertise with launching national contracts
   - Experience with more than 1.3 million customers
   - 425+ branches located in all 50 states (5 in Arizona)
   - 9 distribution centers with a 10$^{th}$ to be operational by mid-2011
   - $1 billion in available inventory
   - 1,300+ General Catalog manufacturers and suppliers
   - Proven 96.76% accuracy rating for the City of Tucson in 2008
   - Continuous improvement measurements
   - Value driven solutions that drive cost out
   - Same day shipping for in-stock orders received by 4 pm local time
   - A dedicated and professional staff committed to the success of the contract
   - A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

## 6. Ordering and Invoices

a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

**Ordering Capacity**

Multiple Channel Approach - Between our branches, call centers, distribution centers and Web sites, the City of Tucson and Participating Public Agencies can do business with Grainger in whatever way is most convenient. Grainger accepts orders through the following channels:

- Counter Calls at a local Grainger branch
- Telephone calls
- Faxes
- Mail
- EDI
- Grainger.com
- eProcurement

**Grainger.com**

Grainger.com provides on-line ordering capabilities and product search capabilities with full access to branch inventory and services. Some of the features and benefits that Grainger.com provides are:

- **Access to over 475,000 products**
- Your specific **contract pricing**
- **Up-to-date product information**
- **Search tools** to assist in finding the products needed
- **Ordering 24 hours per day** – Online customers can send orders anytime. Orders are processed during normal Grainger branch hours. This allows for quick and easy ordering when convenient for each of your locations, during or after standard business hours, or during busy Grainger branch times.
- **Up-to-date pricing** - Pricing by specific customer is updated monthly on the website. Any customer who then enters the Grainger Online Catalog through the ORDER MODE can see their specific pricing and sale pricing, if they apply, which are in effect at the time. This stops your locations from having to call any Grainger branch or sales person to check prices.
- **Item Comparison** - Customers placing orders through Grainger.com may take advantage of our website's Item Comparison function. Products and their attributes, including price, are arranged in an easy-to-read chart for fast comparison and selection. Use of your Grainger account number while

navigating our website ensures an accurate comparison of your discounted pricing for each item.

- **Product Availability** – Real-time Availability allows you to make informed purchasing decisions during checkout on Grainger. When any of your locations completes an online order, the system will show whether the complete order is or is not available at the selected Grainger branch or branch link cluster. This also assists in eliminating your locations from having to call a Grainger branch or sales person to check product availability.

- **Green Product -** Grainger's online Green Resource Center guides customers to **Green products** in multiple certified and non-certified categories. Products appearing online at Grainger.com are also marked with the relevant certification symbol.

- **Easy ordering** - Open account or credit card, order confirmation, saved order form – Your locations can pay for their online orders through their already established open account with Grainger or credit card. They will receive an email order confirmation and their online order form is saved for up to 24 hours. This will provide your locations with the payment options they need and the service levels they expect from Grainger. Grainger utilizes an encryption technology, which encrypts a customer's critical financial information before transmission in order to insure secure online ordering and payment processing. So, even if someone were able to intercept a transmission, they would not be able to use it.

- **Order Status** – Grainger.com customers can check the status of online orders by date, Purchase Order number, online reference number or item number. By using your PO number you can check the status of orders you placed by phone, fax or at a branch. One click transfers your order information to UPS for instant shipping information.

- **Order History** - You have easy access to your Order History from any page on the site. Simply log in and click on the Order History link in the "Your Profile" box. Search for orders containing a particular item number; sort by any column; add previously purchased items to an order or a personal list; or view item details, which now include a product image. The Order History page displays a list of all your online orders within the past 2 years. (Order History will not reflect orders placed over the phone or at your local branch.)

- **Material Safety Data Sheets (MSDS) and Catalog requests** – Each of your locations can view or print MSDS as well as request the Grainger everyday 'stuff' catalog or the CD-ROM catalog right online.

- **Multiple users per customer account** – When any of your locations registers online with Grainger, that person becomes the customer location "agent" and they can add one or more people as "users" to place orders under the same Grainger account number. This allows for efficient ordering by only the properly authorized users within each of your locations.

- **Order Management System** - Customers are able to set up the system so that specified people will have to route orders for approval if the order is over a set amount. Therefore, your managers will have purchase approval if the order is over a set amount.

- **Personal Lists** – Grainger.com offers customers the opportunity to create personalized lists of frequently purchased part numbers for simplicity of repeat ordering.

- **Product technical support** – Any of your locations can e-mail a product question directly to Grainger online. The questions are forwarded by email, to the appropriate subject matter expert, who in turn responds. This type of email product support saves you time and money.
- **Product search capabilities and Matchmaker selection guidelines** – Grainger.com's unique advanced Search feature allows each participating location to search by keywords, brand, product category, or Grainger catalog page number. This feature allows a customer to view the full Grainger catalog page. Other search features allow the search by Grainger item number or manufacturer model number. Enhanced features such as MotorMatch, LampMatch, and CasterMatch help find products within these product categories based on specifications needed. This helps customers save significant time by not having to page through a catalog or an index, or having to call for help to find one of these products.
- **Supplier Diversity Products** – Grainger.com offers easy access to a wide range of quality products from small, disabled, minority, and women-owned businesses that participate in Grainger's Supplier Diversity Program. Simply click on the Supplier Diversity Search button to view a list of Supplier Diversity Products.
- **Custom Air Filters** - Create your own custom sized air filters. Choose from three styles of filters: Fiberglass, Standard Pleated, and High Capacity Pleated. Real time prices and ordering capabilities available online. We'll ship your custom order within 5 business days.
- **Grainger branch locator** – Any of your locations can enter their zip code, area code, or state, and they will obtain information on the nearest Grainger branch along with the address, telephone and fax numbers, and a map to that location.

b. Describe your invoicing process. Is electronic invoicing available? **Yes** Is summary invoicing available? **Yes** Are there other options on how an agency receives an invoice? **Yes** Submit sample invoices.

Grainger offers individual invoices per shipment, EDI invoicing, P-Card invoicing or Summary Billing. Please see **Exhibit F** for **sample invoices**. In addition, our invoicing may be customized to reflect internal part numbers for increased efficiencies.

**Summary Billing**

Grainger's summary billing is an invoicing system that simplifies their procurement process while reducing internal costs. Grainger can provide a single bill containing a periodic summary of purchasing activity (monthly, semi-monthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, the City of Tucson or Participating Public Agencies will have fewer pages to approve and fewer checks to write. This reduction in procurement process steps will save the City of Tucson or a Participating Public Agency time and money.

If the City of Tucson or a Participating Public Agency chooses to participate in this cost savings program, they will have the options of choosing:

1. Manner in which bill is sorted
2. Cycle ending day

Summary billing sorts and subtotals individual invoices over a specified time frame. The City of Tucson or Participating Public Agency may select from more than twenty sorting options.

Each month, the City of Tucson or Participating Public Agency will receive a bill approximately one week after the selected cycle-end date.

**Benefits of Summary Billing**

Overall processing time is reduced by spending less time reviewing individual invoices and approving them for payment. Time is also saved by eliminating the process of matching specific invoices against internal documents.

Summary billing simplifies the way in which you manage your purchases of MRO products. Bills also give you the ability to track purchases you make under a blanket purchase agreement.

Savings are realized by issuing a single check for multiple invoices, as opposed to one check for each invoice.

**Requirements of Summary Billing**

Each customer account or location must generate a minimum of fifteen to twenty transactions per billing period to remain on the Summary Billing program.

Payment in full is required for each summary bill. In the event payment in full is not received on the due date of the summary bill, the City of Tucson or Participating Public Agency will no longer be eligible to participate in the summary billing program.

c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

**Receipt of Incorrect Product – If** the City of Tucson or Participating Public Agency receives the wrong product they should contact their local Grainger branch or Account Manager to arrange for the return of the incorrect product and shipment of replacement product. Grainger will issue a credit for the incorrect item.

**Damaged Product - If** the City of Tucson or Participating Public Agency receives damaged product, they should proceed as follows:

**Visible Damage** – When possible, the City of Tucson or Participating Public Agency should refuse delivery of products that are visibly damaged and contact their local Grainger branch or Account Manager to arrange for the shipment of replacement product.

**Concealed Damage** – The City of Tucson or Participating Public Agency should contact their local Grainger branch or Account Manager to arrange for the return of the damaged product and shipment of replacement product.

**Return Policy**

**Grainger General Catalog Product** - Grainger will accept returns for new, damaged, or merchandise with defects in workmanship or materials, for a period of one year from the original date of purchase. Credit will be issued in the same form of payment as the original transaction. Grainger reserves the right to limit or refuse acceptance of return of certain products.

**Non-Grainger General Catalog (Sourced) Product** - Grainger may procure product not available through the Grainger General Catalog or Grainger.com for The City of Tucson or Participating Public Agency from other sources ("Sourced Product(s)"). Sourced Product is priced according to current market conditions on a per order basis, and is shipped F.O.B. origin. Any charges for Additional Freight Services would be paid by The City of Tucson or Participating Public Agency. A returned goods authorization must be issued by Grainger prior to returning any Sourced Product. A restocking fee may apply for any returned Sourced Product.

The City of Tucson or Participating Public Agency may contact their local Grainger branch or Account Manager to have the problem resolved in a timely manner.

d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

Grainger provides various reporting, some of which includes customer tracking and reporting of measurements while others provide information that is branch-specific.

Grainger uses internal measuring tools on a daily basis to track returns, credits and debits. Grainger uses this data for two primary purposes: 1) to provide information for coaching and training regarding customer service issues (i.e. order accuracy), and 2) As part of an algorithm to track Grainger's "perfect order" metric. This metric is Grainger's reference to know that our customers received what they needed and were correctly invoiced for their order. The accuracy rating for the City of Tucson in 2008 measured 96.87%. This is impressive when you consider that 1,137 transactions were processed during that time. Please see **Exhibit G, Customer Focused Quality Report Card**, for further details.

7. **Other**

a. Describe any government rebate programs applicable.

Please see Grainger's Price Proposal, submitted under sealed, separate cover.

b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

Grainger is capable of providing a variety of reports. Please see **Exhibit H** for a suggested sample monthly usage report.

**B. Price Proposal**

**Please see Grainger's Price Proposal, submitted under sealed, separate cover.**

1. Describe in detail the proposed business pricing model(s). Identify any objective verifiable pricing index or indices used to calculate the offered discount pricing. This must be submitted with the proposal.

   Grainger's Price Proposal has been developed and is based upon the vast amount of understanding and knowledge derived from an in-depth analysis of the products that are regularly purchased from Grainger by three specific segments: cities, counties and education customers. Additionally, Grainger has included 100 of the most requested 3rd party certified "green" products. Grainger's Price Proposal also includes primary and secondary programs as well as a General Catalog-wide offering.

   Please see Grainger's Price Proposal, submitted under sealed, separate cover, for further details.

2. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:

   a. Offerors shall submit pricing based on the product and service requirements categories identified on the Scope of Services of this solicitation. Offerors should offer a fixed percentage discount from the index or indices (or established discounted pricing), where applicable, to provide pricing for all product and services offered.

   b. Identify and provide pricing for each category and sub-category of MRO products and services including those specific to a manufacturer.

   c. Provide a core list, and deeper discounted pricing, of high usage items based upon your com

   Please see Grainger's Price Proposal, submitted under sealed, separate cover.

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

   Grainger will pay standard ground freight charges for all of the City of Tucson and Participating Public Agencies General Catalog orders shipping anywhere in the contiguous United States.

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

   Please see Grainger's Price Proposal, submitted under sealed, separate cover.

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

   The prices offered to the City of Tucson and Participating Public Agencies for all purchases made under this agreement shall be as low as those currently charged to Grainger's most favored customer for comparable products and quantities under similar terms and conditions. Additional discounts are available to certain Grainger customers based on volume guarantees.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

   Please see Grainger's Price Proposal, submitted under sealed, separate cover.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

   Please see Grainger's Price Proposal, submitted under sealed, separate cover.

8. Provide your payment terms.

   Grainger's standard payment terms are net thirty (30) days from date of shipment.

9. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online. Also state the Convenience Fee, if allowable, per Section 5.2.E of the Visa Operating Regulations.

   Grainger accepts all types of VISA, MasterCard and American Express (AMEX) cards as a means of payment, regardless of ordering channel (phone, fax, Grainger.com, e-mail, counter will call). All credit/procurement card transactions are processed through our branch's mainframe computer system. Therefore, Grainger does not need to use credit card processing equipment provided by the credit card companies. Because special account "set up" is not required for credit card/procurement card purchases, Grainger can accept credit/procurement card purchases at any time.

   When a customer purchases from Grainger with a credit/procurement card, the credit card company will bill the customer. Therefore, the customer will not receive an invoice from Grainger. The customer will receive a packing slip with each purchase that serves as the receipt.

   **Convenience Fee** – Not applicable

10. Does your firm have a City of Tucson Business License? **Yes** If yes, please provide a copy of your City of Tucson Business license.

    Please see **Exhibit V** for a copy of **Grainger's City of Tucson Business License**.

### C. Qualifications and Experience

1. Provide a brief history and description of your company.

**Overview**

Founded by William W. Grainger in 1927, Grainger began as a wholesale electric motor sales and distribution business in Chicago. The following year, the business was incorporated in Illinois as W.W. Grainger, Inc. Sales were generated primarily through mail order via post cards and an eight-page catalog, The Motorbook. To improve customer service, Grainger opened its first branch in 1933 and by 1936 had 15 branches located across the country.

In 1967, with nearly 100 branches, Grainger became a public company and its stock began trading under the GWW symbol.

Grainger seized technology opportunities early. In 1976, Grainger became the first in its industry to implement optical character recognition equipment. In 1991, Grainger introduced the first comprehensive electronic facilities maintenance supply catalog on CD-ROM, and the company launched online ordering in 1996. In 2004, Grainger implemented Voice over Internet Protocol (VoIP) in all U.S. branches to improve service and enable live assistance for after-hours calls. In 2006, Grainger continued this track record by executing one of the world's largest systems integrations to streamline its information processes to better serve customers.

**Current State**

Today, Grainger's 2008 sales of $6.9 billion make Grainger the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions. Grainger (NYSE: GWW) is a publicly held company Fortune 500 company with shares traded on the New York and Chicago stock exchanges.

Grainger Industrial Supply serves businesses and institutions across the United States through a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10$^{th}$ distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than $1 billion in available inventory.

2. Provide a statement of your annual sales for the past 3 years.

Grainger's annual sales for the part three (3) years are as follows:

| Year | Annual Sales |
|---|---|
| 2006 | $5.9 billion |
| 2007 | $6.4 billion |
| 2008 | $6.9 billion |

3. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.

   Please see **Exhibit I** to view Grainger's **Dun & Bradstreet Report.**

4. Provide the total number and location of sales persons employed by your firm.

   Grainger's more than 18,000 employees provide superior customer service, products and solutions for our customers. Grainger's US employees are located throughout our network of 425+ branches, 9 distribution centers and Grainger's corporate headquarters in Lake Forest, Illinois. Local Account Managers comprise more than 2,500 of Grainger's employees.

   Grainger maintains a national branch network providing the City of Tucson or Participating Public Agencies with toll-free local phone access. If the City of Tucson or Participating Public Agency employees phone their local Grainger branch after standard Grainger business hours, including Saturday or Sunday, the local branch number will automatically be transferred to the Grainger National Call Center, which provides 24-hour, 7-day per week toll-free service to the City of Tucson or Participating Public Agencies.

5. Number and location of support centers (if applicable)

   Grainger Industrial Supply, a division of W.W. Grainger, Inc. serves businesses and institutions across the United States through a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10th distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than $1 billion in available inventory.

   Grainger's supply chain connects approximately 1,300 General Catalog manufacturers and suppliers to our 1.3 million customers. Most of the products in the catalog are in stock within our system so the products are available when you need them. To accomplish this, we use algorithms to determine stocking levels and tiers them based on demand. While adding products and locations, Grainger continues to make great strides through continuous improvement activities. These activities have substantially improved both inbound and outbound cycle times while reducing the amount of time required to pick, pack and ship orders and dramatically improved space utilization within existing buildings. The end result of these activities is better service to our customers while providing the product you need, when you need it.

   The City of Tucson and Participating Public Agencies will benefit from Grainger's well managed inventory with a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10th distribution center to be up and running in Patterson, California, by mid-2011. This distribution network **includes one branch in the City of Tucson, four in the Phoenix area** and represents nearly $1 billion in available inventory.

**Primary Servicing Location - Tucson, AZ**

**Tucson Branch**
3415 S. Dodge Blvd.
Tucson, AZ 85713-5434
Phone: (520) 745-8200
Fax: (520) 748-7716
Hours:
7:00 AM - 5:00 PM Pacific (Monday - Friday)

**Secondary Servicing Locations**

**Gilbert Branch**
775 E Baseline Rd
Gilbert, AZ 85233-1203
Phone: (480) 308-7980
Fax: (480) 308-7981
Branch Hours:
6:30 AM - 5:00 PM Mountain (Monday - Friday)

**Phoenix Branch**
2002 W. Rose Garden Lane
Phoenix, AZ 85027-2620
Phone: (623) 581-0017
Fax: (623) 581-0686
Hours:
6:30 AM - 5:00 PM Pacific (Monday - Friday)

**Phoenix Branch**
4465 E. Broadway Rd.
Phoenix, AZ 85040-8892
Phone: (480) 966-9797
Hours:
6:30 AM - 5:00 PM Mountain (Monday - Friday)
9:00 AM - 1:00 PM Mountain (Saturday)

**Phoenix Branch**
960 N. 51st Ave
Phoenix, AZ 85043
Phone: (602) 269-3115
Fax: (602) 272-5765
Hours:
6:30 AM - 5:00 PM Mountain (Monday - Friday)

**El Paso Branch**
1400 Lomaland Dr.
El Paso, TX 79935-5207
Phone: (915) 598-1180
Fax: (915) 598-1170
Hours:
7:30 AM - 5:00 PM Mountain (Monday - Friday)

**Las Vegas Branch**
2401 Western Ave.
Las Vegas, NV 89102-4815
Phone: (702) 385-6833
Fax: (702) 387-0278
Hours:
7:00 AM - 5:00 PM Pacific (Monday – Friday)

**San Diego Branch**
8001 Raytheon Rd.
San Diego, CA 92111-1608
Phone: (858) 278-5120
Fax: (858) 278-4334
Branch Hours:
7:00 AM - 5:00 PM Pacific (Monday - Friday)

**San Diego Branch**
5502 Oberlin Dr.
San Diego, CA 92121-1717
Phone: (858) 795-0426
Fax: (858) 623-9754
Hours:
7:00 AM - 5:00 PM Pacific (Monday – Friday)

**Albuquerque Branch**
3901 Osuna Rd. NE
Albuquerque, NM 87109-4431
Phone: (505) 345-8631
Fax: (505) 345-9600
Hours:
7:30 AM - 5:00 PM Mountain (Monday – Friday)

**Salt Lake City Branch**
2775 S. 900 W.
Salt Lake City, UT 84119-2447
Phone: (801) 972-1340
Fax: (801) 972-9381
Hours:
7:00 AM - 5:00 PM Mountain (Monday – Friday)

**Supporting Distribution Center (DC)**

Los Angeles DC
4700 Hammer Rd
Mira Loma, CA 91752

**Secondary Distribution Centers (DC)**

- Dallas, TX
- Kansas City, MO

- Chicago, IL
- Cleveland, OH
- Memphis, TN
- Greenville, SC
- Jacksonville, FL
- Robbinsville, NJ

6. Describe the qualifications of your sales personnel and technicians.

   The Grainger sales teams that will be assigned to the City's contract are detailed beginning on page 12 above. Additionally, the Tucson, Arizona, branch team listed below will support the City at a local level.

| Name | Title | Years of Service |
|---|---|---|
| Linda | Sales Specialist | 33 |
| Debbie | Sales Specialist | 31 |
| Joyce | Sales Associate - Tax Specialist | 24 |
| Brian | Sales Specialist | 21 |
| Gilbert | Export Customer Service Coordinator | 11 |
| Brandon | Branch Manager | 8 |
| Zack | Customer Service Associate | 7 |
| Cisco | Sales Team Leader | 5 |
| Bernadette | Customer Service Associate | 3 |
| Charlie | Export Customer Service Coordinator | 3 |
| D.J. | Sales Associate | 3 |
| Francisco | Export Customer Service Coordinator | 1 |
| Robert | Sales Specialist | 1 |

7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

   **Key Personnel**

   Grainger's West region team is detailed beginning on page 12 above.

   **Executive Corporate Sponsor**

   **Andrew Guzzon**
   Regional Sales Vice President
   Western Region Government Sales

8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

   Grainger has a strong history of providing products and solutions to more than 1.3 million customers since 1927. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of more than 425 branches located in all 50 states and supported by nine (9) distribution centers with a 10th location to be operational by mid-2011. This distribution network represents more than $1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

   To Grainger, the word service means more than providing great products. It means understanding our customers' daily business challenges and working together to develop relevant, value driven solutions that drive out cost. These solutions include, but are not limited to, small business programs, sustainability initiatives, eCommerce goals, improving productivity and streamlining processes. This is a small representation of the solutions we provide every day.

   In addition to the 2,500+ local account managers employed by Grainger, Grainger maintains a staff dedicated to Government Accounts, inclusive of cities, counties and education customers. These Government Sales Directors, District Sales Managers, local Account Managers, Account Relationship Managers, and branch support staff are strategically located across the United States. By utilizing our national Sales Team, Grainger has the ability and capability to make face to face contact with all Participating Public Agencies.

   All Account Managers have voice mail, e-mail and mobile phones. In the event that they cannot be reached, the local Branch Manager and branch staff will be familiar with the City of Tucson and the Participating Public Agencies' account so that they may be of assistance. If a situation arises outside of normal business hours, the City of Tucson and the Participating Public Agencies' will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary $50 emergency fee for the City of Tucson and Participating Public Agencies.**

   Grainger will collaborate with National IPA to develop a robust and comprehensive marketing plan aimed at achieving mutually agreed upon objectives and goals.

   **References**

   **Scottsdale Unified School District**

   David J Peterson
   Assistant Superintendent – Operations
   Education Center
   3811 North 44th Street
   Phoenix, Arizona 85018-5420
   Telephone: 480-484-6128
   Fax: 480-484-6294

**Maricopa County**

Charles Hinegardner
Procurement Consultant
320 West Lincoln, Second Floor
Phoenix, Arizona, 85003.R2C2
Phone: 602.506.6476
hinegardnerc@mail.maricopa.gov

**City of Phoenix**

Tony Hatcher
MWSBE Procurement Manager
Finance/Purchasing Division
251 West Washington Street
Phoenix, Arizona 85003-2299
Phone: 602-262-7181
Fax: 602-534-1933
TDD: 602-534-5500

Please see **Exhibits J, K** and **L** for **letters of reference** from the above-mentioned contacts.

9. Please submit any additional information that you feel is applicable to your qualifications and experience.

   Grainger is offering an innovative solution aimed at benefiting the City of Tucson, National IPA and the Participating Public Agencies.

   Our proposal combines:

   - A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
   - The core list contains a sustainability component of the 100 most frequently ordered items
   - An incentive program with an eCommerce component
   - A proven small business platform
   - Grainger's expertise with launching national contracts
   - Experience with more than 1.3 million customers
   - 425+ branches located in all 50 states (5 in Arizona)
   - 9 distribution centers with a 10th to be operational by mid-2011
   - $1 billion in available inventory
   - 1,300+ General Catalog manufacturers and suppliers
   - Proven 96.76% accuracy rating for the City of Tucson in 2008
   - Continuous improvement measurements
   - Value driven solutions that drive cost out

- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

In 2008, Grainger was voted #1 in Facility Management Services by Today's Facility Manager (Reader's Choice award). Please see **Exhibit M** for further details.

# Tab Two

# Scope of Services

## SCOPE OF SERVICES

### A. General Requirements

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

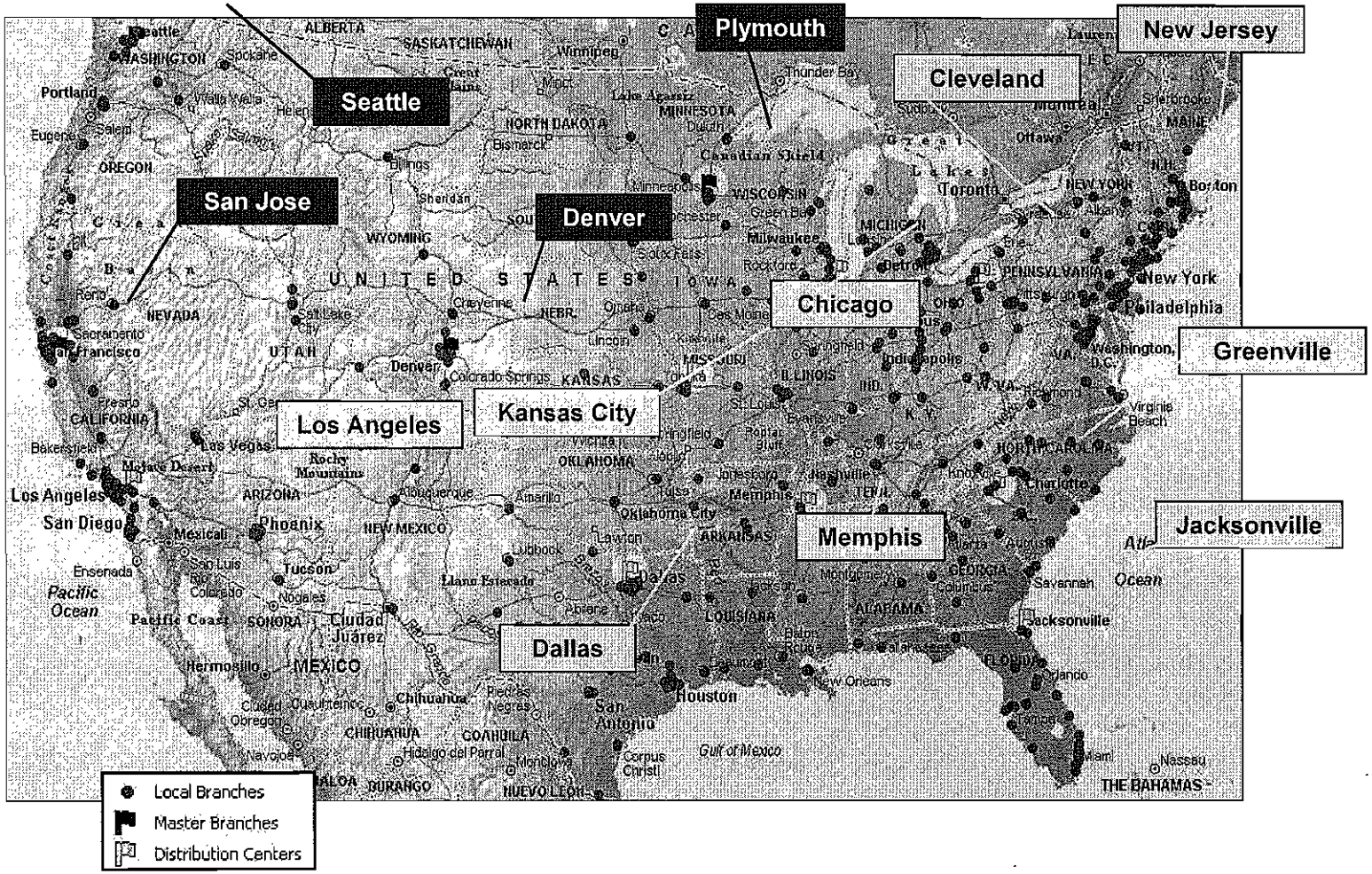
   a. Have a strong national presence in the MRO supply industry.

   Founded in 1927 and incorporated in the State of Illinois in 1928, W.W. Grainger, Inc. ("Grainger"), with 2008 sales of $6.9 Billion, is the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions.

   b. Have a distribution model capable of delivering products nationwide.

   Grainger Industrial Supply, a division of W.W. Grainger, Inc. serves businesses and institutions across the United States through a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10th distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than $1 billion in available inventory.

# National Logistics Network



c. Have a demonstrated sales presence.

**Account Management**
**Dedicated Sales Staff**

Grainger has a dedicated focus for all of its Government, Commercial and Institutional customers. These internal cross-functional teams support our customers around the country.

In addition to the 2,500+ Government, Commercial and Institutional local account managers employed by Grainger, we maintain a support staff dedicated to Government Accounts. These Commercial and Government Sales Directors, District Sales Managers, local Account Managers, Account Relationship Managers, and branch support staff are strategically located across the United States. By utilizing our national Sales Team, Grainger has the ability and capability to make face to face contact with City of Tucson and Participating Public Agency facilities.

All Account Managers have voice mail, e-mail and mobile phones. In the event that they cannot be reached, the local Branch Manager and branch staff will be available for assistance. If a situation arises outside of normal business hours, The City of Tucson and Participating Public Agencies will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary $50 emergency fee for the City of Tucson and Participating Public Agencies.**

d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

Grainger will be able to meet the minimum requirements of the cooperative purchasing program as follows:

- A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
- The core list contains a sustainability component of the 100 most frequently ordered items
- An incentive program with an eCommerce component
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than 1.3 million customers
- 425+ branches located in all 50 states (5 in Arizona)
- 9 distribution centers with a 10$^{th}$ to be operational by mid-2011
- $1 billion in available inventory
- 1,300+ General Catalog manufacturers and suppliers
- Proven 96.76% accuracy rating for the City of Tucson in 2008
- Continuous improvement measurements

- Value driven solutions that drive cost out
- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

**General Catalog Products**

Grainger's General Catalog carries nearly 238,000+ total products from more than 1,300 manufacturers and suppliers; Grainger.com offers customers more than 475,000 products in the following categories:

- ✓ Adhesives, Sealants
- ✓ Automotive
- ✓ Cleaning
- ✓ Electrical
- ✓ Fasteners
- ✓ Fleet/Vehicle Maintenance
- ✓ Hand Tools
- ✓ Hardware
- ✓ HVACR
- ✓ Hydraulics
- ✓ Lighting
- ✓ Lubrication
- ✓ Machining
- ✓ Material Handling
- ✓ Motors
- ✓ Office Equipment
- ✓ Outdoor Equipment
- ✓ Painting
- ✓ Plumbing
- ✓ Pneumatics
- ✓ Power Tools
- ✓ Power Transmission

- ✓ Pumps
- ✓ Safety
- ✓ Security
- ✓ Test Instruments
- ✓ Welding

- **Grainger Parts and Sourcing (Special Order Desk)**

  Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger's Sourced Product Terms and Conditions**.

- **Green Products** (Environmentally Friendly)

  Grainger can help with solutions to keep your facility's commitment to environmental responsibility. We offer a wide variety of products and solutions that consider the total environmental impact from product manufacture until the useful life of the product is complete. Many of our products are certified by industry-leading organizations and take into account specific environmental benefits.

  Please see **Exhibit N, Grainger Green Services Smart Sheet and Exhibit O, Grainger 2009-2010 Green Products Catalog** (printed on recycled paper), for further details. In addition, information is available online at:

  **Grainger Green Resources**

  Grainger will work with The City of Tucson and Participating Public Agencies to develop marketing materials for promoting the use of Green sustainable products.

  In addition, Grainger has identified 700 items frequently purchased by The City of Tucson and Participating Public Agencies, including the top 100 Green Products purchased and is submitting these items with discounted pricing with this proposal response.

- **Emergency Preparedness**

  **W.W. Grainger Inc. Business Continuity Plan - Executive Summary**

  **Introduction and Overview**

  Granger is uniquely positioned to respond to emergency situations. Grainger's network of 425+ plus branches is supported by 10 strategically located distribution centers across the U.S. Grainger can pull from and move its extensive inventory to areas of need

quickly and efficiently. Grainger has experience knowing how to leverage its logistics networks to get the right products in the right place to address the situation. This network ensures that constant product replenishment is nearby and easily accessible.

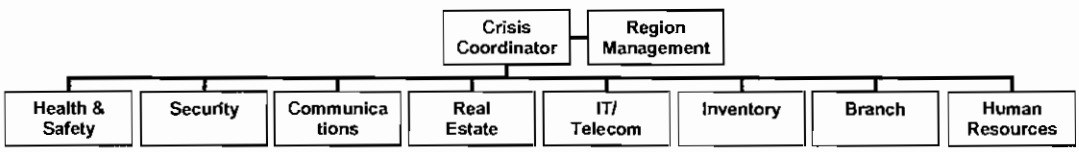
In the event of a damaged or destroyed branch, our expansive network allows us to continue to service customers under the most extreme conditions, including events such as 9/11, and Hurricanes Katrina and Rita. For example, during Hurricane Katrina, one of our two New Orleans branches was lost completely. In response, Grainger opened a temporary branch until the damaged branch reopened in April, 2006.

Grainger's dedicated staff is a valuable resource in times of emergency. Customers can contact their local branch manager or sales manager in emergency situations. After Hours Emergency Service (Call 800-CALL-WWG) is always available and, depending on the situation or the nature of the emergency, Grainger branches will extend hours to best serve our customers.

**Crisis Management Team**

In an emergency situation, a pre-determined, experienced, cross-functional national team leads the efforts to respond to the situation. They assess the needs of the area, coordinate with emergency management agencies, first responders and first receivers to develop plans and bring needed solution to the affected areas. This team is prepared for emergencies; they have ready access to over a dozen, documented, emergency response plans outlining processes and procedures for dealing with issues ranging from hurricanes to wild fires to acts of terror. Each one of these functions as the starting point in developing a specific plan for the specific emergency situation. The prescribed plans allow for consistent execution even where the nature of the emergencies differ.

**Crisis Management Team Chart**




The Crisis Management Team has an established response list:

1. Ensure the safety of Grainger employees. Are they safe? Did their home sustain damage? Are they able to work?
2. Assess potential damage to the Grainger branch(es). Once safe, a determination is also made as to whether additional employees (from neighboring markets) are needed.
3. Inventory assessment is conducted. Depending on the nature of the emergency, a pre-determined product list is used to move needed items into the affected market. If additional products are needed, arrangements are made to move those products to the affected area from regional Distribution Centers, neighboring branches or directly from product suppliers.
4. Operationalize the facility by re-routing phone lines and restoring (or using emergency) power.

**Enterprise System Continuity Plan**

In addition to the above, the other main component of Grainger's Business Continuity Plan is providing disaster recovery capabilities for our IT systems both by services of third party experts and internally managed recovery sites to help keep our systems up a running and able to support our Crisis Management Team. In order to help keep Grainger's IT platform up, running and available during any emergency, Grainger has developed a robust Business Continuity Plan to support system integrity and functionality during an emergency. Grainger has built redundancy into the system and tests the disaster recovery procedures regularly.

**Product Prioritization**

Lastly, Grainger is cognizant of the need to ensure the health and safety of the public. In severe emergency situations, product can be prioritized for First Responders/First Receivers and government organizations. Local leadership works with the Crisis Management Team and emergency management agencies, local law enforcement, first responders and first receivers, along with others to ensure appropriate and fair distribution to those prioritized entities. Grainger has demonstrated its capability to meet some of the most demanding needs in New York City during 9/11 and for the Gulf Coast region's responders during Hurricanes Katrina and Rita. A more detailed outline of Grainger's support during those emergencies can be provided upon request.

Note: Due to the proprietary nature of the specifics of our emergency management process, Grainger has established a process for customers to request additional information. If you would like additional information, please contact Ernest Duplessis, Director of External Communications @ 847-535-4356.

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**Arizona Operations:**

Grainger has been part of the Arizona business community since 1954 and currently operates more than 5 locations throughout the state.

- Grainger has had a branch in Tucson since 1963. Located at 3415 S. Dodge Blvd., the branch offers 31,000 different items with a total stock of over 206,000 items. The company has approximately 16 employees in the Tucson market including branch customer service associates, warehouse associates and account managers.

Over the last several years, Grainger has shown its commitment to its customers by investing significantly in its local presence.

- Grainger increased its total square footage in the Phoenix area by approximately 4 percent through the addition of a new facility in Gilbert and the relocation of 2 branches. Grainger also increased its locally tailored inventory by 25 percent.

As of July 2008, Grainger employed approximately 150 individuals in Arizona. (numbers are gathered on an annual basis)

Grainger offers employees competitive pay and comprehensive benefits that provide for their health and financial security as well as work-life balance.

In 2008, Grainger remitted approximately $5M in sales tax receipts to the State of Arizona.

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**Community:**

**Grainger's Commitment to Local Communities**
Grainger has a strong tradition of giving that dates back to the company's inception. In 2008, the total value of Grainger's charitable contributions – including product and cash donations – was $13 million.

Grainger has steadily developed a core group of signature programs emphasizing the company's commitment to disaster relief and technical education and now operates broad based, national programs in these key areas.

In addition, the company provides support through product donations and its employee matching charitable gifts program.

**Grainger's Recent Philanthropic Activities in Arizona**

**Disaster Relief**
Grainger is the national founding sponsor of Ready When the Time Comes (RWTC), a volunteer program that trains corporate employees to help the American Red Cross respond in times of disaster.

**Technical Education**
Grainger's focus on technical education supports students pursuing a career in the trades. The Grainger Tools for Tomorrow® scholarship program awards 100 technical education students enrolled in community colleges across the country with a $2,000 award and a specialized toolkit upon graduation. In 2009, Grainger will award scholarships to two students at Gateway Community College in Phoenix.

**Other Local Giving & Volunteer Partnerships**
Since January 2008, Grainger has given an additional $13,000 to Arizona nonprofits through its matching gifts program, which matches employee charitable donations three-for one.

Grainger's local Phoenix branches have also supported organizations such as Sojourner Center in the past with local contribution funds. In Tucson, the local branch has supported the Johnjay and Rich Care for Kids Foundation.

**Recent Philanthropic grants**
Based upon a recommendation from the local Grainger branch manager, The Grainger Foundation recently made a $10,000 donation to the United Food Bank in Chandler, AZ..

2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

Please note Grainger's Standard Warranty and Return Policy below describing the handling of product returns, including defective material.

## Grainger Standard Warranty

**ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR RESALE, OR FOR USE IN BUSINESS, OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM GRAINGER. ANY PRODUCT DETERMINED BY GRAINGER TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO A GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS GRAINGER DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED, OR AT GRAINGER'S OPTION, THE PURCHASE PRICE REFUNDED.**

**WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

**LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.**

**Manufacturers' Warranty.**
For information on manufacturers' warranties, please contact your local branch or contact Customer Care at
1-888-361-8649.

**Prompt Disposition.**
Grainger will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write or call the Grainger branch from which the product was purchased, or contact Customer Care at 1-888-361-8649, giving date and number of original invoice, and describing defect.

**Product Suitability.**
Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Grainger attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, to be sure that the product, installation, and use will comply with them.

**No Warranties to Consumers.**
Grainger makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

**Product Information**

**OSHA Hazardous Substance.**
Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances are prepared and supplied by manufacturers. The information and recommendations contained on the MSDS are believed by Grainger to be accurate. Grainger, however, makes no warranties with respect to the accuracy of the information or the suitability of the recommendations. Customer is solely responsible for any reliance on or use of any information, and for use or application of any product. Grainger disclaims any and all liability to any user.

**California Proposition 65.**
The State of California requires that certain warnings be given concerning products subject to Proposition 65. For products denoted with a ❶or ❷symbol the following warnings apply:

❶Warning: This product contains a product known to the State of California to cause cancer.
❷Warning: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

MSDS and a list of Proposition 65 products are available at your local Grainger branch, by contacting Grainger, Dept. B2.K05, 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.A, or by calling 1-847-535-1313.

**Important Notice to Federal Customers Re: Country of Origin.**
While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act, as implemented by FAR Part 25, other products may not meet these requirements. Grainger will advise customers properly identifying themselves as Authorized Schedule Purchasers at the time of purchase whether an item is "TAA-compliant". Customers seeking to purchase non-TAA items will be given the opportunity to purchase an alternative item, or to purchase the non-TAA item through an "open market" purchase instead of through the schedule. Federal customers are advised the open market purchases are NOT GSA Schedule purchases. By purchasing any item on the open market, customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

**Electronic and Photographic Cleaning Fluids Customers.**
It is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon or aerosol hydrochlorofluorocarbon containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product. The penalty for violating this prohibition can be up to $25,000 per sale. Individuals purchasing such products must present proof of their commercial status in accordance with 40 CFR 82.68(a) or (c).

A "Commercial User," as defined in the regulation, means a person that uses the product in the purchaser's business, or sells it to another person and has one of the following identification numbers: Federal employer identification number; State sales tax exemption number; Local business license number; Government contract number.

**Refrigerant Customers.**
Effective November 14, 1994, in accordance with the Federal Clean Air Act, sale of Class 1 (CFC) and Class 2 (HCFC) refrigerant will be restricted to resale purchases and/or to

certified professional service technicians. To purchase regulated refrigerant products, all customers must present a certification card or sign a statement of resale to complete the purchase.

- **TripleGuard Warranty**

Grainger offers customers the opportunity to purchase a TripleGuard Warranty on selected items designated with the Grainger TripleGuard icon checkmark in Grainger's General Catalog. The TripleGuard Warranty adds two full years of protection after the manufacturer's warranty expires, with no lapse in coverage. Typically, the extended Warranty is less than the cost of one average, and often unexpected, repair.

- **Non-General Catalog (Sourced Product) Warranty**

GRAINGER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS: GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

**Warranty Disclaimer:**

GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY APPLY TO SOURCED PRODUCTS. GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

GRAINGER SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION(I) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (III) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

**Return Policy**

**General Catalog and Grainger.com Product** – Local Grainger branch personnel or a local Account Manager will guide the City of Tucson and Participating Public Agencies through the return process and identify the time period required to complete the process. Time frames for completing the process may vary depending on the product.

**Non-General Catalog (Sourced) Product** - A returned goods authorization (RGA) must be issued by Grainger prior to returning any Sourced Product. This authorization is available

through local branch personnel and/or local Account Managers. Time frames may vary by product and/or brand. Some Sourced Products may not be eligible for return.

3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

   Upon receipt of notice from a General Catalog manufacturer to initiate a "stop sale" for a particular item or items, Grainger employs a formal, documented process for handling the request. Grainger's product management team alerts our stocking locations. In addition to a general e-mail issued to branch and distribution center personnel, the items are coded in Grainger's integrated SAP order management system.

4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

   Grainger has a strong history of providing products and solutions to more than 1.3 million customers since 1927. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of more than 425 branches located in all 50 states and supported by nine (9) distribution centers with a 10$^{th}$ location to be operational by mid-2011. This distribution network represents more than $1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

5. **DELIVERY:** For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.

   Grainger ships in-stock General Catalog and Grainger.com orders received by 4 pm local time on the day the order is received. Through the use of commercial carriers such as UPS, customers receive most shipments the following business day.

6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.

   Grainger will supply hard copy catalogs and/or a core list upon request from respective City of Tucson or National IPA Participating Public Agencies. In addition, Grainger's General Catalog is available online at www.grainger.com. Grainger will work with the City of Tucson and National IPA upon award, on the development of a specific interactive Web catalog.

**Specialty Catalogs**

Specialty catalogs are also available, including, but not limited to, catalogs dedicated to Green/Sustainability Products, Safety Products, Emergency Preparedness, Plumbing and Minority Supplier products.

## B. PRODUCT REQUIREMENTS

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include, but are not limited to the following.

   Grainger's signature strength in the MRO industry is our strong and comprehensive line of quality MRO suppliers and manufacturers. For each major category below, we have identified Grainger's major General Catalog manufacturers and suppliers whose products and parts will be easily accessible to all public agencies that chose to utilize this contract vehicle.

   Grainger is proud to offer products from brand-name industry leading manufacturers. A sampling of these 1,300+ manufacturers and suppliers are listed below.

   e. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

   - A.O. Smith
   - Ametek
   - Boston
   - Browning
   - Dayton
   - GE
   - Ideal
   - Lovejoy
   - US Motors
   - Vibco
   - WEG
   - Winsmith

   f. **Electrical Supplies –** Distribution, controls, wire, cable, voice & data and supplies.

   - 3M
   - Brady
   - Bussmann
   - Cooper
   - Dayton
   - Eaton
   - GE
   - General Cable
   - Hubbell
   - Ideal
   - Intermatic
   - Panduit
   - Siemens
   - Square D
   - Telemecanique
   - Thomas & Betts
   - Tripp Lite
   - Wiremold

c. **Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

- Advance
- Cooper Lighting
- Fluke
- Fostoria
- GE
- Lithonia Lighting
- LumaPro
- Mag-Lite
- Pelican
- Rayovac
- Streamlight
- Westward

d. **Tools** – Hand, power, outdoor and automotive tools and tool storage.

- Ames True
- Baldwin
- Blackhawk
- Bosch
- Briggs & Stratton
- Centurion
- Cooper Tools
- DeWalt
- Exxon Mobil
- Milwaukee
- Ingersoll Rand
- Black and Decker
- Dayton
- Delta
- Drill Doctor
- Generac
- Grote
- Hitachi
- Husgvarna
- Irwin
- KD Tools
- Klein Tools
- Lenox
- Makita
- MK Diamond
- Morse
- Oldham
- Porter Cable
- Ridgid
- SPX OTC
- Skil
- Stanley Proto
- Vermont American
- Westward
- Wilton
- Westward

e. **Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.

- Amprobe
- Extech
- Fluke
- General
- Greenlee
- Ideal
- Mitutoyo
- Raytek
- Simpson
- Starrett

f. **Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.

- Enerpac
- Fuji
- Hankison
- Hitachi

- Ingersoll-Rand
- Parker
- Reelcraft
- Speedaire
- Stanley Bostitch
- Westward
- Wilkerson

g. **Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.

- Albion
- Ashland
- CM
- Coffing
- Cotterman
- Dayton
- JLG
- Lift-Rite
- Little Giant
- Load Hugger
- Magline
- Mason
- Rubbermaid
- Tuff-Edge
- Vestil
- Wagner
- Werner
- Wesco

h. **Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.

- Albion
- Ashland
- CM
- Coffing
- Cotterman
- Dayton
- JLG
- Lift-Rite
- Little Giant
- Load Hugger
- Magline
- Mason
- Rubbermaid
- Tuff-Edge
- Vestil
- Wagner
- Werner
- Wesco

i. **Welding** – Welding equipment and supplies.

- CRC
- Everede
- Exxon Mobil
- Greenfield
- Guhring
- KEO
- Kurt Parlec
- Miller
- Morse
- Niagracutter
- Norton
- OSG
- Victor
- Weiler
- Westward

j. **Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.

- 3M
- DAP
- GE
- Handi-Chek
- Holo-Krome
- ITW
- Ramset
- Red Head
- Loctite
- Marson
- Spax
- Toggler
- Wej-it

k. **Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.

- 3M
- Dayton
- Georgia-Pacific
- GOJO
- Johnson Diversey
- Minuteman
- Oreck
- Ramsey
- Rubbermaid
- Rust-Oleum
- Simple Green
- Tough Guy
- Zep

l. **Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.

- 3M
- Aearo
- Alarm Lock
- Ansell
- Best
- Bradley
- Brady
- Buckeye
- Condor
- DBI/Sala
- Master Lock
- Miller
- MSA
- North
- Schlage
- Sperian
- Stardust
- Uvex
- Wells Lamont

m. **Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.

- 3M
- Dayton
- Georgia-Pacific
- GOJO
- Johnson Diversey
- Minuteman
- Oreck
- Ramsey
- Rubbermaid
- Rust-Oleum
- Simple Green
- Tough Guy
- Zep

n. **HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.

- Air Handler
- Broan
- Dayton
- Fostoria
- Friedrich
- Frigidaire
- GE
- Haier
- Honeywell
- Johnson Controls
- MovinCool
- Nu-Calgon
- Parker
- Port-A-Cool
- Trion, Inc.
- White Rodgers
- Yellow Jacket

o. **Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.

- Bell & Gossett
- Chicago Faucets
- Dayton
- Elkay
- IR ARO
- Little Giant
- Rheem Ruud
- Sloan
- Watts Regulator
- Zoeller

p. **Other Categories**

**Grainger Parts and Sourcing (Special Order Desk)** – Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details. Please see **Exhibit E for Grainger's Sourcing Terms and Conditions**.

**Green Products**
(Environmentally Friendly – Sustainable)

Grainger also offers many of the products and services customers need to manage their own environmental programs. Grainger offers solutions that are recognized as ENERGY STAR®, Green Seal Certified, containing Recycled Content, and NEMA Premium™.

In 2008, Grainger began building all new facilities to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards. As of December, 2008, three (3) new branches received LEED-Gold certification.

Grainger is constantly looking for new ways to further implement sustainable practices within our own operations as well as finding ways to support our customers' sustainability initiatives.

Additionally, Grainger's core list offer includes 100 of the most frequently requested 3rd party green certified products in order to assist the city of Tucson and Participating Pubic Agencies achieve the sustainability goals.

**Emergency Preparedness** - Grainger offers the following products for emergencies including hurricanes, floods, earthquakes, tornadoes, power outages and wildfires:

| Emergency Preparedness Products | |
|---|---|
| **Batteries** | Alkaline & Lantern |
| **Carts and Trucks** | Hand Trucks |
| **Chemicals** | Automotive Fluids |
| **Communications** | Two Way Radios |
| **Electric** | Welder Generator Accessories |
| | Welder Generators |
| **Electrical Tools** | Soldering Accessories |
| | Soldering Guns, Irons and Stations |
| **Emergency-Exit Lighting Fixtures** | Emergency Fixtures |
| **Eyewear** | Safety Eyewear |
| **Fall Protection** | Body Belts & Harnesses |
| | Lanyards & Robe Grabs |
| | Confined Space Entry Equipment |
| **Fire Protection** | Fire Extinguishers |
| **Fire Alarm** | Signaling Output Fire Alarm Chime |
| **First Aid** | First Aid Kits |
| **Flashlights** | Flashlight Replacement Bulbs |
| | Handheld Flashlights |
| **Foot Protection** | Footwear |
| **Gas Detection** | Detectors & Accessories |
| **Generators** | Generator Accessories |
| | Portable Generator Power Cords |
| | Portable Generator Shaft Kits |
| | Portable Generator Trailer Kits |
| | Portable Generator Wheel Kits |
| | Portable Generators |
| | Power Take Off Generators |
| **Hand Protection** | Leather Palm Gloves |
| **Head Protection** | Hard Hats |
| **Hoist Winch and Rigging** | Cargo Straps and Load Huggers |

| Emergency Preparedness Products | |
|---|---|
| | Chains |
| | Plastic Construction Film & Accessories |
| | Ropes |
| | Tarps |
| **Indoor Air Quality** | Combustible Gas Detectors |
| **Job Site Lighting** | Temporary Job Site Light Heads |
| **Locking Systems** | Padlocks |
| **Lubricants** | Corrosion Inhibitors |
| | Greases |
| | Oils |
| **Machinery** | Carpet Dryer |
| **Manuals** | Safety & Training Manuals |
| **Plugs and Receptacles** | Straight Blade Plugs & Receptacles |
| **Portable Coolers** | Portable Water Coolers & Ice Chests |
| **Protective Clothing** | Rainwear |
| **Racks, Shelving and Workbenches** | Shelving |
| **Respiratory Protection** | Cartridges, Filters & Accessories |
| | Disposable & Reusable Respirators |
| | Gas Masks & Canisters |
| | PAPR & Accessories |
| | SCBA Respirators & Accessories |
| **Safety Storage** | Safety Cabinets and Accessories |
| | Safety Can and Funnels |
| **Saws** | Reciprocating Saws |
| **Signs** | Safety & Evacuation |
| **Signaling Devices** | Beacon Lamps, Horns, Push Button |
| | Flashing & Strobe Lights |
| **Spill Control Supplies** | Particulate Sorbent |
| | Spill Containment Drums, Pallets, Platforms, Ramps & Accessories |
| | Spill Control Kits & Stations |
| **Storage** | Bins, Boxes and Accessories |
| **Sump, Effluent and Sewage** | Battery Operated Sump Pumps |
| | Marine Hand Pumps |
| | Marine-RV Pumps |
| | Sump Pumps |
| **Supplies** | Disposable Fuel Cylinders |
| **Tapes** | Duct and Cloth Tapes |
| **Traffic Safety** | Glow Sticks |

| Emergency Preparedness Products | |
|---|---|
| **Transfer** | Engine Driven Pumps |
| **Ventilation** | Air Vents, Dampers, Louvers & Motors |
| **Voltage Regulation** | Surge Protection Devices |
| **Wire and Cable** | Electrical Wire and Cable |

**A sampling of Emergency Product General Catalog suppliers:**

- ✓ Briggs & Stratton
- ✓ Condor
- ✓ CRC
- ✓ Dayton
- ✓ Georgia-Pacific
- ✓ Motorola
- ✓ North
- ✓ OmniGlow
- ✓ RayOVac
- ✓ Stanley
- ✓ Westward

In an emergency outside of normal business hours, the City of Tucson and Participating Public Agencies will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary $50 emergency fee for the City of Tucson and Participating Public Agencies.**

2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

**Current Products / Quality**

Grainger is a distributor of new, commercial grade industrial products. As a distributor, Grainger relies on its manufacturers and suppliers to provide us with high quality finished goods. Therefore, Grainger's manufacturer and supplier selection and evaluation process is critical to Grainger's success. Grainger's Product Management Department is responsible for selecting and evaluating quality suppliers and communicating Grainger's expectations to them.

Grainger evaluates its Grainger's General Catalog manufacturers and suppliers using a quantitative-based performance Scorecard which compares the entire General Catalog supplier

population and also provides direction on high impact improvement opportunities.

Additionally, the Grainger supply chain team is responsible for driving continuous improvement and overall cost reduction initiatives.

**Grainger General Catalog Product Overview**

Grainger's printed catalog contains more than 235,000 stock keeping units (SKUs). Grainger's nationwide inventory is valued at approximately $1 billion. Grainger's Web-based electronic catalog represents approximately 475,000 SKUs. Grainger is an authorized distributor for all the products described in Grainger's printed and electronic catalogs. Further, all products illustrated in Grainger catalogs clearly state product manufacturer and the manufacturer model number. Grainger's Web-based catalog, located on Grainger.com, includes products in the following categories:

| CATEGORY | Approx No. of SKUs |
|---|---|
| Abrasives, Adhesives, Sealants | 3,600 |
| Automotive | 1,000 |
| Cleaning | 7,300 |
| Motors | 4,100 |
| Electrical | 32,200 |
| Fasteners | 35,350 |
| Hand Tools | 15,600 |
| Grainger Sourcing (Special Order Division) | 5,000,000 |
| Hardware | 13,360 |
| HVAC/R | 15,700 |
| Hydraulics | 1,300 |
| Lighting | 6,900 |
| Lubrication | 1,600 |
| Material Handling | 25,600 |
| Office Equipment | 3,800 |
| Outdoor Equipment | 1,200 |
| Painting | 2,400 |
| Plumbing | 30,600 |
| Pneumatics | 7,500 |
| Power Tools | 5,600 |
| Power Transmission | 12,800 |

| CATEGORY | Approx No. of SKUs |
|---|---|
| Machining | 29,600 |
| Pumps | 4,000 |
| Safety | 24,000 |
| Security | 4,300 |
| Test Instruments | 5,900 |

3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

   Grainger is proposing a unique cost savings approach to help the City of Tucson and Participating Public Agencies leverage their spend by providing an average "net" savings of 33% across the product categories identified in the second tab of Exhibit 1 of Grainger's Price Proposal.

   Grainger has completed an in-depth analysis of those products that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. . The top 200 purchased products from each segment have been identified, thus creating a list of 600 items. Additionally, Grainger has included 100 of the most requested 3rd party certified "green" products. This creates a comprehensive core list consisting of 700 of the most frequently purchased items. The overall goal of this unique combined core list is to provide the City of Tucson and National IPA the most significant savings on the items they purchase the most.

   Please see **Grainger's Price Proposal,** submitted under sealed, separate cover, for further details.

## C. SERVICE REQUIREMENTS

1. **SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.
   a. **Sourcing:**
      1. from non-catalog suppliers,
      2. of line card extensions of catalog suppliers,
      3. for custom products, and
      4. for OEM repair parts and accessories.

   **Grainger Parts and Sourcing (Special Order Desk)** – Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's

sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger's Sourced Product Terms and Conditions**.

**Custom Air Filters** - In addition to the items offered through Grainger's Parts and Sourcing (Special Order Desk) above, Grainger.com offers the ability to create your own custom sized air filters. City of Tucson and Participating Public Agency end users may choose from three styles of filters: Fiberglass, Standard Pleated, and High Capacity Pleated with real time prices and ordering capabilities available online.

**DeWalt Tool Program** (service provided through manufacturer)

DeWalt offers the largest service network and the largest product line in the power tool industry, including a service center less than one mile from Grainger's local Tucson branch.

DeWalt offers a broken tool pickup service, defective tool inspections and safety training that may be available to the City of Tucson and Participating Public Agencies.

In addition, DeWalt, along with other Grainger General Catalog manufacturers, offers sample tools and/or accessories for a trial period.

b. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.

**Direct connections to customers' Enterprise Resource Planning (ERP) systems** - Grainger offers the ability to integrate its catalog and buying process with customers' purchasing and ERP systems. Orders may be placed for shipment or for will call pick up at a local Grainger branch.

Grainger has deployed fully automated will call functionality on a major eProcurement platform. Grainger's will call capability allows buyers from a procurement platform who use Grainger's Punch Out shopping experience to route orders to a specific branch for will call pickup. This will allow City of Tucson and Participating Public Agency end users to initiate purchases within their procurement system through Punch Out, confirm the availability of Grainger items at their local Grainger branch during the shopping experience, and pick up those orders at the local Grainger branch.

Grainger has experience with many vendors and technologies, and we are constantly adding to the list to satisfy customer needs. With more than 60,000 accounts on integrated platforms, Grainger knows how to get customers connected.

**Third Parties and Solutions**

| | | | |
|---|---|---|---|
| Aeroexchange | eVA | J.D. Edwards | Perfect Pro |
| Ariba | Exostar | K12Buy | Periscope |
| Birch Street Systems | Global Healthcare Exchange (GHX) | Ketera | Quadrem |
| Buy Efficient | GoPeriscope | MRO Software | Requisite |
| Coupa | Great Plains | OB10 | SAP |
| Datastream | Heiler Software | Oracle | SciQuest |
| DSSI | Higher Markets | Oracle Exchange | Shipserve |
| Elcom | Hubwoo | Osiris | SmartEquip |
| Enporian | I2 Technologies | P2P | Verian Tecnologies |
| Epicor | IBM/Maximo | Pantellos | Veriscape |
| ePlus | Infor | Peoplesoft | Vinimaya |
| eSchool Mall | | Perfect Commerce | Xign |

**Technology Standards**

| | | |
|---|---|---|
| cXML | OCI | UNSPSC |
| EDI 810, 820, 824, 850, 855, 857, 997 | Punch Out | xCBL |
| | Round Trip | |

**Catalog Formats**

| | | | |
|---|---|---|---|
| CIF | Excel | Delimited | Access |

### eCommerce Team

Grainger has a dedicated team of eCommerce developers who have extensive experience with hundreds of B2B eCommerce connections. We work closely with our customers to establish the data requirements for XML transactions to be shared between the customer and Grainger, and implement the application code within our applications that is needed to ensure data flows correctly from the punch-out request to the purchase order, acknowledgement, packing slip / shipping label, and invoice.

Grainger provides a customer acceptance testing region where code can be deployed and tested in near production-quality environment, including a 99.9% availability SLA for the test environment during business hours.

### Technical Implementation Department

Grainger's Technical Implementation Department consists of:

- **eCommerce Customer Solutions Team** - 10 member team; 2 peopled directly involved in the City of Tucson and National IPA project; average eCommerce experience is 4-10+ years

- **eCommerce Operations Team** - 22 member team; 3 people directly involved (potentially 4) in the The City of Tucson and National IPA project (specific resources to be determined), average eCommerce experience is 4-15+ years.
- **Enterprise Systems Architecture Team** - 15 member team; 1 person directly involved in the The City of Tucson and National IPA project; 15+ years eCommerce experience.
- **Enterprise Systems Business Systems Team** - 25 member team, involvement to be determined as project progresses; average eCommerce experience is 5-15+.

In addition, Grainger offers the following eCommerce options:

- **Grainger.com** – Grainger's Web site was the first transaction-capable Internet site in the facilities maintenance industry.
- **Electronic data interchange (EDI)** – Through EDI transactions Grainger can receive orders, send order acknowledgements, create invoices and receive payments from customers.
- **Electronic marketplaces** – Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards.

c. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or other avenues.

Grainger works with 1,300+ General Catalog manufacturers and suppliers. Many of these manufacturers and suppliers maintain repair facilities in the State of Arizona and across the United States. Grainger will diligently assist the City of Tucson or any Participating Public Agency with identifying repair locations for the specific product in need. As an example, see the DeWalt program below.

**DeWalt Tool Program** (service provided through manufacturer)

DeWalt offers the largest service network and the largest product line in the power tool industry, including a service center less than one mile from Grainger's local Tucson branch.

DeWalt offers defective tool inspections and safety training that may be available to the City of Tucson or Participating Public Agencies.

In addition, DeWalt, along with other Grainger General Catalog manufacturers, offers sample tools and/or accessories for a trial period.

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**Return Policy**

Grainger will accept returns for new, damaged, or merchandise with defects in workmanship or materials, for a period of one year from the original date of purchase. Credit will be issued in the same form of payment as the original transaction. Grainger reserves the right to limit or refuse acceptance of return of certain products.

d. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

Grainger recognizes the importance of achieving socio-economic goals. To that end, Grainger has developed two programs focused on small, diverse and women-owned businesses. In these programs, small businesses participate actively in Grainger's distribution, sales and product offerings.

As part of Grainger's offer, the two (2%) percent administrative fee payable to the National IPA will include sales from designated Grainger Distributor Alliance members who are servicing the City of Tucson and/or Participating Public Agencies. The Distributor Alliance administrative fee will be paid on all sales except those sales made by the Distributor Alliance member at Customer Specific Pricing (CSP) as further described in Grainger's Price Proposal.

**1. Grainger Distributor Alliance Program**

Grainger has developed a Distributor Alliance Program focusing on Disadvantaged Business Enterprises. This program includes select small, diverse and disadvantaged businesses with experience and expertise in procurement. The program matches specific businesses with targeted customers.

In the pursuit of promoting and achieving its socio-economic goals, the City of Tucson and Participating Public Agencies can be assured they will receive the same quality products and service in the same timely fashion that they have become accustomed to with Grainger. Similarly, the association between Grainger and its Distributor Alliance members will allow the City of Tucson and Participating Public Agencies to consolidate MRO purchasing while supporting a small, diverse or disadvantaged business.

Grainger will extend those products and prices available under the Grainger / National IPA contract to Grainger's designated Distributor Alliance members. Upon a contract award, Grainger, the City of Tucson and National IPA will mutually agree to develop a customized pricing program and administrative fee that will apply to purchases made under the Grainger Distributor Alliance program.

**2. Grainger Supplier Diversity Program**

Grainger recognizes the importance of Supplier Diversity. As responsible corporate citizens, we are committed both to supporting the growth of businesses owned by minorities and women, and giving these businesses the opportunity to compete for our business.

In 2008, Grainger's sales of M/WBE products exceeded $89 million, representing over 8000 products made by 16 minority manufacturers and 26 woman-owned manufacturers, offered to 1.6 million customers. We publish an easy-to-use on-line Supplier Diversity Catalog and offer reports to track your direct Tier 2 diversity purchases. Any product in the Supplier Diversity Catalog can be ordered from your local Grainger branch or online at www.grainger.com.

Grainger identifies diversity made products in our catalog and on our Web site, www.grainger.com, with this symbol:

Grainger is proud to be a member of the National Minority Supplier Development Council and to support several NMSDC Regional Councils. We are corporate members of the Woman's Business Enterprise National Council. Our Supplier Diversity Manager chairs a committee of the National Board of Directors and is a member of the executive committee for this organization. To demonstrate our commitments, and to recruit diverse suppliers for line review and customer proposal opportunities, we participate in M/WBE Business Opportunity Fairs and other events that support M/WBE businesses.

Please see **Exhibit P, Grainger Distributor Alliance and Supplier Diversity,** for further details.

**e. Green/Sustainability Program:**

1. **Policies:** Efforts and policies pertaining to green and sustainability.

**Green Products**
(Environmentally Friendly)

Grainger offers many of the products and services customers need to manage their own environmental programs. Grainger offers solutions that are recognized as ENERGY STAR®, Green Seal Certified, containing Recycled Content, and NEMA Premium™.

In 2008, Grainger began building all new facilities to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards. As of December, 2008, three (3) new branches received LEED-Gold certification.

Grainger is constantly looking for new ways to further implement sustainable practices within our own operations as well as finding ways to support our customers' sustainability initiatives.

2. **Products:** Impact on product offerings.

Grainger's core list offer includes 100 3rd party green-certified products. Grainger will work with the City of Tucson and Participating Public Agencies to identify products that have Green/Sustainability alternatives. Please see **Exhibit O, Grainger's Green Products Catalog**, for further details.

3. **Distribution:** Impact in distribution.

**Overview**

Grainger maintains a proactive approach to environmental commitment. Long concerned about protecting the environment, Grainger has used soy ink for 10 years to produce our catalog. Grainger was also one of the first companies to participate in the EPA's Green

Lights Program. As a distributor, Grainger has found ways to support environmental sustainability within its operations, product offerings and building designs.

Grainger participates in recycling programs for cardboard, paper, and batteries. City of Tucson and Participating Public Agencies will be able to return used lead/acid batteries to be recycled, keeping them out of landfills. An energy-efficient building design limits and controls heating, cooling and lighting usage in many of our warehouses and showrooms.

**Packaging**

Doing things right the first time is a principle that applies to issues such as quality and customer service. This principle applies even more to the environmental discipline, where inadvertent mistakes can cause significant negative impacts. Grainger continually evaluates all of its business practices in an effort to minimize and/or eliminate any negative environmental impact. To that end, Grainger has made the following packaging materials decisions:

- Eliminate the use of "foam peanuts" and other foam packaging materials
- Use "bubble rap" only when shipped product integrity must be maintained and normal paper based dunnage will not suffice.
- The primary dunnage to be used is brown, unbleached "Kraft" recycled paper.
- Shrink-wrap made of Polyolifins is used in a limited manner on skid quantities only.

4. **Recycling of Lamps:** The ability to recycle lighting and electronic products.

   Grainger's recycling service solves the disposal problem for environmentally hazardous bulbs, dry batteries, and ballasts.

   When a City of Tucson or Participating Public Agency purchases Grainger's specialized recycling kits for fluorescent lamps, ballasts or dry batteries, they are buying a turnkey service for one all-inclusive price. For larger volume needs, Grainger offers bulk pick-up. Grainger will custom design a program that works for City of Tucson or Participating Public Agencies. This service encompasses lamps, ballasts, batteries, electronics, and mercury.

   Each kit includes:

   - Special UN/DOT approved container
   - Pre-printed label with instructions
   - Toll-free number for pickup
   - Certificate of reclamation

5. **Lighting and Energy Audits:** The ability to perform lighting and energy audits.

**GE Electrical Energy Audit** - A team of experienced professionals will provide, upon request, as part of service under this contract, a thorough and comprehensive energy audit that will assist the City of Tucson and Participating Public Agencies to achieve environmental and sustainability goals and initiatives. The team should be able to recommend and implement lighting solutions to include lamp conversions, retrofits, and controls, along with motor retrofits that reduce kilowatt consumption without sacrificing performance of the system and maintaining IES and OSHA standards. The team should provide a documented outline of current system and recommended system to include expected cost savings, return on investment, and impact on the environment. Cost savings should address the recommended lighting system including product/materials, labor to perform the installation, on-going maintenance during the life of the system, disposal cost, and environmental impact.

**Electrical Product Cost Reduction / Process Improvement** - In addition to methods such as standardization and/or substitution of product, eCommerce initiatives and vendor consolidation strategies, which can be engaged across multiple commodities, Grainger offers specific ideas based solely on usage of electrical products. Grainger also offers tips on standard electrical processes, designed to save time and money by reducing errors and time spent on repairs. From controls and circuit protection to wiring devices and connectors, Grainger offers you everything you need to get - and stay - connected.

6. **Certifications:** The industry recognized certifications and standards obtained.

Sustainability means meeting the present generation's needs without compromising the future generation's ability to meet its own needs. For Grainger, sustainability means expanding its green offering of MRO products. Green products help customers do business in an environmentally responsible manner while also helping to take costs out of their operations.

Grainger offers products that have third party certifications such as Energy Star®, NEMA Premium™, Green Seal™ and GreenGuard®. The company also offers products that are not certified but which do have other environmentally preferred attributes such as reduced material use and lower energy consumption, as well as products which are made from renewable resources or contain recycled content.

Grainger is determined to set a new MRO standard for sustainable, environmentally safe operations. From adopting Leadership in Energy and Environmental Design (LEED) standards for its new branch construction, to participating in numerous recycling programs, to working with the United States Green Building Council, the company is striving to preserve the natural resources within the communities in which it does business.

Grainger opened three LEED Gold certified branches in the U.S. Gulf Region. LEED-certified facilities are not only more environmentally responsible, but also reduce energy costs by 30 percent, water usage by 35–50 percent and overall waste by as much as 90 percent. Grainger's Lake Forest, Illinois, headquarters, its new Monterrey, Mexico, distribution center and headquarters and its new service center in Waterloo, Iowa, are recent LEED certified locations.

Please see **Exhibit Q** for details regarding **facility LEED audits** conducted by Grainger's General Catalog manufacturers and suppliers.

f. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

**Safety Training Programs**

Grainger will continue to work with the City of Tucson and Participating Public Agencies to support individual shop safety meetings. Grainger would welcome the opportunity to host training classes with our General Catalog manufacturers, and will work with the City of Tucson and Participating Public Agencies to develop programs to address the most common work-related injuries occurring on site. Grainger has the following programs in place to assist the City of Tucson and Participating Public Agencies.

**Arc Flash Awareness Seminar**: Designed to bring awareness to the NFPA 70E Standard. Additional topics reviewed are methods of assessment, PPE equipment, proper electrical tools and labeling for the hazards. Suppliers: WH Salisbury, Square D, Brady and Grainger

**Lockout/Tagout Seminar**: Designed to compliment your current LOTO program. The seminar discusses OSHAstandards and compliance, provides handouts and proper use of LOTO devices. Supplier: Brady

**Signs & Identification Systems**: Survey to identify the need for proper in-plant signage. Supplier: Brady

**Hazardous/Flammable Liquid Handling & Storage**: Audit of hazardous/flammable storage, use and handling. Suppliers: Justrite STUDE, Eagle CLAWS

**Hand Protection & Glove Analysis**: An evaluation of the glove program to determine proper selection and use as well as identify cost savings. Suppliers: Ansell, Perfect Fit, Wells Lamont, North

**Hearing Conservation**: Training program designed to assist the customer in becoming compliant with the OSHA Standard 29CFR1910.95 as well as instruction on the importance of proper use of hearing protection devices. Suppliers: EAR, Howard Leight, 3M

**Eyewash Station Analysis**: An evaluation designed to assist the customer with regulatory compliance of the proper operation and locations of eyewash stations. Supplier: Fendall

**Fall Protection**: Survey to determine fall hazards and address solutions. Supplier: Miller

**Respiratory Protection**: Conduct training and fit testing. Suppliers: 3M, MSA, Willson, North

**Confined Space Analysis**: Conduct plant tour to determine potential confined space hazards. Suppliers: MSA, Biosystems, Miller

**Ladder Training:** Information program to provide proper ladder usage as well as how to properly inspect ladders. Suppliers: Werner Ladder

**Coating & Anti-Slip Solutions**: An evaluation based on application, hazard concerns and safety color coded paint requirements. Supplier: Rust-O-Leum

**Hoist & Chain Safety**: Training program to provide instruction on safety hoist practices and the inspection of present hoist equipment. Supplier: CM Hoist

**Power & Hand Tool Safety**: Seminars designed to promote proper use and safety practices for hand and power tools as well as selecting the right tool for the job. Suppliers: DeWalt, Milwaukee, Stanley-Proto

**Multi-meter Training**: Programs designed to emphasize the use and application of multi-meters, inspection of the equipment and other safety procedures. Supplier: Fluke

**Fuses & Power Distribution**: Seminars tailored to specific customer requirements in the proper application of fuses in order to protect electrical equipment and power distribution systems. Supplier: Cooper-Bussman

**Electric Safety:** Training program using general electric safety principles coupled with the unique products designed for electrical applications. Supplier: Hubbell, Square D

**Grinding Wheel Safety Training: Program** designed to illustrate the use, care and protection of vitrified and organic grinding wheels. Supplier: Norton

Please see **Exhibit R** for further details (**Occupational Health and Safety Value-Added Education**).

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**Cost Calculators**

Grainger has teamed with key General Catalog manufacturers and suppliers to offer "Cost Calculators", a breakdown of the savings incurred by use of specific products for specific circumstances. Cost Calculator savings will be discussed as potential cost savings initiatives during the implementation phase of any contract arising from the submission of this proposal bid.

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**Vendor Fairs and Product Shows**

Grainger will continue to participate in Vendor Fairs and/or product shows at the City of Tucson and at Participating Public Agency locations. In addition, Grainger will continue to conduct periodic Sustainability Road Shows to assist City of Tucson and Participating Public Agencies with sustainability initiatives including, but not limited to, the following topics:

- Healthy Hands
- How to Clean and Stay Green
- Reduce, Recycle, and Re-use
- Energy Reduction
- Saving time, money and the environment by going green
- How to Monitor Air, Water, Electric And Steam

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**g. Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

**Replacements and Returns**

**General Catalog and Grainger.com Product** – Local Grainger branch personnel or a local Account Manager will guide the City of Tucson and Participating Public Agencies through the return process and identify the time period required to complete the process. Time frames for completing the process may vary depending on the product.

**Non-General Catalog (Sourced) Product** - A returned goods authorization (RGA) must be issued by Grainger prior to returning any Sourced Product. This authorization is available through local branch personnel and/or local Account Managers. Time frames may vary by product and/or brand. Some Sourced Products may not be eligible for return. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned sourced products

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**Restocking Charges**

**General Catalog and Grainger.com Product** - Grainger does not charge a restocking fee for the return of General Catalog or Grainger.com products.

**Non-General Catalog (Sourced) Product** - Non-General Catalog (Sourced Product) may incur a restocking fee of 35% of product sell price, freight prepaid and added, unless shipment was the result of a Grainger or manufacturer error.

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**After Hours Service and Sales Support**

Grainger's after hours emergency service provides product fulfillment after standard Grainger branch business hours through a toll-free number (1-800-CALL-WWG). Calls are routed to the Grainger Call Center in Waterloo, Iowa. A Call Center employee then contacts a local Grainger branch employee, via pager, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to make arrangements to meet the customer at the local Grainger branch to fulfill the emergency order.

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a. Grainger's customary $50 emergency fee will be waived for the City of Tucson and Participating Public Agencies.

b. 94% of emergency calls are generally serviced in 60 minutes or less.

c. 24-hour service and additional personnel are provided during major emergencies to take orders and assist customers.

In addition, the City of Tucson and Participating Public Agencies will have access to its Grainger-assigned Government Sales Manager and all local Account Managers through voice mail, e-mail and mobile phones.

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**Out of Stock (Backorders)**

Grainger's extensive network of product and distribution centers maintains close to $1 billion dollars worth of inventory across the US and Puerto Rico. This inventory is accessed through Grainger's SAP network enabling Customer Service Associates to search for any specific product needed. Orders placed via Grainger.com generate an e-mail to the City of Tucson or Participating Public Agency indicating that the product is on backorder. The Grainger.com Web site also offers tracking and tracing of all orders currently in process.

Order tracking and status information is also available by calling any Grainger branch. If there is a backorder, the Grainger Customer Service Associate will provide the approximate delivery date at that time.

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**Order Tracing**

Any of our Customer Service Associates can locate the City of Tucson and Participating Public Agency orders during any stage of the shipping process. The City of Tucson and Participating Public Agencies may also track the status of their order online by logging into their www.grainger.com account and applying the following steps:

i. Click Order Status from the "Your Account" box on the left-hand side of the screen. A split screen will appear.

ii. Left side of the screen: To view orders placed online, search by Date, Purchase Order (PO), Online Reference Number (assigned by Grainger) or Item Number.

iii. Right side of the screen: To view orders placed via phone, fax, e-mail or at your local branch, enter a purchase order (PO) number for your order on the right-hand side of the page.

The City of Tucson and Participating Public Agencies can also contact Grainger.com's Customer Care team toll-free at 1-888-361-8649, 24 hours a day, 7 days a week, or e-mail the team for further assistance with orders placed online.

iv. Orders shipped via UPS Ground, FedEx, DHL or the United States Post Office (USPS) will be linked to the corresponding carrier's Web site, which provides detailed tracking and proof of delivery information.

To view Grainger.com orders placed more than six (6) months prior to the search date, The City of Tucson and Participating Public Agencies may use Grainger.com's Order History* feature:

i. Click on the Order History link in the "Your Profile" box.

ii. Search for orders containing a particular item number; sort by any column; add previously purchased items to a current order or a personal list; or view item details, which include a product image.

*The Order History page displays a list of all online orders within the past two (2) years. (Order History will not reflect orders placed through any other ordering channel (phone, fax, e-mail or your local branch). For orders placed through these alternate channels, the City of Tucson and Participating Public Agencies may contact their local branch personnel or Account Managers.

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**Technical Feedback**

Technical and product in-service support and training will be offered on an as needed basis at no charge to the City of Tucson and Participating Public Agencies. Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In Grainger's key supplier programs, manufacturers' dedicated field resources work solely with Grainger's field representatives. Grainger also has an in-house Technical Product Support Department that is the source for answers to product related questions. the City of Tucson and Participating Public Agencies will have easy access to this service during Grainger's standard business hours by contacting their local Grainger branch and letting the Customer Service Associate know they require technical support.

Approximately 4,000 times a day, technically trained Grainger product specialists answer questions regarding the following:

- Product selection
- Application assistance
- Troubleshooting/problem solving
- Installation
- Product specifications (available through an automated "fax-on-demand")
- Performance data/wiring diagram
- City of Tucson and Participating Agencies requirements and compliance

Subjects include, but are not limited to:

- Electric Motors and Gear Drive Components
- Engines and Generators
- Heating, Air Conditioning, Refrigeration, Air Treatment, HVAC Controls
- Fans, Blowers, Ventilation, and Air Filters
- Electrical Supplies, Transformers, Relays, Motor Starters, Timers
- Lighting Fixtures, Lamps, Ballasts, Flashlights, and Batteries
- Pumps, Water Heaters, and Plumbing Products
- Air Compressors, Hydraulic, and Pneumatic Products
- Safety and Security Equipment

- Cleaning Supplies and Maintenance Equipment
- Paints and Paint Sprayers
- Material Handling and Storage
- Office and Communication Equipment
- Hand and Power Tools
- Outdoor Equipment
- Test Instruments and Precision Measuring
- Cutting Tools, Abrasives, Fasteners
- Lubrication
- Welding

**Technical Training**

Grainger will work with the City of Tucson and Participating Public Agencies to identify products and product categories for which they would like additional training. Grainger will work with our Technical Support Department, Regional Program Managers (Safety and Janitorial), and General Catalog manufacturers and suppliers to develop training programs as required to meet the City of Tucson and/or Participating Public Agency needs. Some examples of programs that Grainger currently offers include:

**DeWalt Power Tools** - Customer safety presentation and tape. Hands on demonstration of safe operating practices for power tools. Joint presentation by Grainger Account Manager and DeWalt representative, generally performed at customer location.

**GE Lighting Site analysis of requirements** - Detailed evaluation of current usage and types of lamps used. Recommendations based upon most energy efficient and cost effective available products. Performed jointly by Grainger Account Manager and GE Sales Representative and performed at customer location.

**Proto Tools Hand tool safety seminar and film** - Demonstration of correct method of tool usage. Joint sales presentation by Proto and Grainger representatives. Certificate issued upon completion of class. Generally conducted at customer site locations.

**In-plant Safety Sign and Pipe Marking Survey** - This survey consists of taking a plant tour during which the Brady representative notes any areas where additional signage or pipe markers are needed. There is a short meeting after the tour to discuss the findings and to show possible solutions. Performed jointly by Grainger Account Manager and Brady Representative at the customer location.

In addition, Grainger offers:

- **Material Safety Data Sheets (MSDS) requests** – The City of Tucson and Participating Public Agencies may view or print MSDS from Grainger.com.

- **Parts Availability -** Grainger is a major supplier of repair parts. Grainger gives you access to parts for certain products in the Grainger General Catalog, including hard-to-find and discontinued items. Parts list and exploded-view diagrams are available online 24 hours per day at www.grainger.com. Click on "Repair Parts" to access

Grainger's online Repair Parts center.

- **Motor Match** can be accessed on Grainger.com by typing "motor match" in the search box. This method allows a technician to locate a motor or accessories by AC/DC/type of application.

Please see **Exhibit R** for a detailed listing of Grainger's Safety training programs and seminars (**Occupational Health and Safety Value-Added Education**).

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**Quality Assurance for Orders**

**Overview**

As a national MRO distributor, Grainger has incorporated sound quality management principles within its operating philosophy. A key element is Continuous Improvement (CI). Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Rather than identifying singular projects or activities, Grainger's focus is on integrating improvement and quality into how we do our work everyday.

Our CI approach is supported by a team of professionals who assist Grainger's business units in the implementation and integration of CI principles across the enterprise. Elements of Grainger's CI system include:

- A3 thinking
- Go See
- Ask Why
- Show Respect
- Specify Value from the customer's perspective
- Eliminate waste and create flow
- Visual Management
- 5S
- Value Stream Improvement

CI events (including Value Stream Improvement Workshops) are initiated by functional leaders and process owners based on identified performance gaps and/or improvement opportunities. Additionally, in 2008/2009, Grainger conducted or participated in approximately 6 joint Grainger-Customer CI workshops.

Grainger has approximately 30 employees certified as Six Sigma/ Lean Six Sigma Black Belts.

**General Catalog Manufacturers and Suppliers**

As a distributor, Grainger relies on its manufacturers and suppliers to provide us with high quality finished goods. Therefore, Grainger's manufacturer and supplier selection and evaluation process is critical to Grainger's success. Grainger's Product Management Department is responsible for selecting and evaluating quality suppliers and communicating Grainger's expectations to them.

Grainger evaluates its Grainger's General Catalog manufacturers and suppliers using a quantitative-based performance Scorecard which compares the entire General Catalog supplier population and also provides direction on high impact improvement opportunities.

Additionally, the Grainger supply chain team is responsible for driving continuous improvement and overall cost reduction initiatives.

**h. Other Services:** Other value-add services not included in above categories.

**Inventory Solutions***

The day-to-day management of building operations is challenging enough—even without the responsibilities of purchasing, managing, and controlling MRO product and inventory needs to support maintenance activities. Grainger's Inventory Solutions are designed to help streamline processes, optimize inventory, save time, reduce the possibility of costly delays and improve productivity.

Solutions include:

### Inventory-Scan

Grainger Inventory-Scan utilizes scanning technology to help customers streamline their ordering processes through a dedicated self-managed inventory program (aka customer managed inventory, or Customer Managed Inventory). Grainger provides scanning hardware, initial barcode labels for stock locations, and assistance with implementation. After which the customer is responsible for inventory monitoring, scanning and ordering, as well as product put-away. The features of this solution include:

- True point and click order management
- A turnkey, web-based customer self-managed ordering solution
- Easy-to-use scanner with a single bar code reading system to easily automate ordering
- Orders automatically upload into the Grainger system and can be routed for final approval
- Online reporting that provides instant access to purchase order history

**KeepStock℠**

Grainger KeepStock℠ is a turnkey vendor-managed inventory (VMI) solution, where a Grainger employee helps customers reduce inventory management cost and gain operating efficiencies by performing on-site customer services and product replenishment functions for Grainger products. Grainger provides scanning hardware, initial barcode labels for stock locations, and assistance with implementation. Weekly, bi-monthly or monthly visits to specified inventory locations are then completed based on customer needs.

KeepStock℠ utilizes the same web-based technology as Inventory-Scan, offering order notification via email and approval workflow options. Grainger products are delivered

directly to the customer's location and staged for put away by a Grainger employee. In some select markets, product is delivered via a Grainger owned vehicle at the time of putaway. The key features of this solution include:

- A turnkey, web-based vendor managed ordering solution
- Inventory monitoring, ordering and replenishment by a Grainger professional Work flow options enabling orders to be routed for approval before submittal
- Grainger products delivered to customers' locations and put away

**On-Site Specialist**

The On-Site Specialist solution provides a Grainger professional at the customer's site for a specified amount of time, up to 40 hours per week. The On-Site Specialists work directly with end users to identify Grainger products, including working off purchase requisitions/orders to cross-reference items, and/or coordinating Grainger resources to identify Grainger catalog product solutions for customers. The specialist also assists by providing order placement directly into Grainger's system as well as dedicated customer service related to invoice inquiries, product returns and order expediting. the On-Site Specialist will also typically handle any KeepStock[SM] tasks, if implemented at the customer location.

**Please note:**

*Eligibility for Inventory Solutions is subject to certain qualifying criteria and may require an on-site assessment at customer site to be conducted by Grainger's Consulting Services group.

Further information regarding Inventory Solutions is available upon request.

Please see **Exhibit S, Grainger inventory Solutions,** for further details.

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## Green Products (Sustainability)

### Overview

Grainger maintains a proactive approach to environmental commitment. Long concerned about protecting the environment, Grainger has used soy ink for 10 years to produce our catalog. Grainger was also one of the first companies to participate in the EPA's Green Lights Program. As a distributor, Grainger has found ways to support environmental sustainability within its operations, product offerings and building designs.

Grainger participates in recycling programs for cardboard, paper, and batteries. City of Tucson and Participating Public Agencies will be able to return used lead/acid batteries to be recycled, keeping them out of landfills. An energy-efficient building design limits and controls heating, cooling and lighting usage in many of our warehouses and showrooms.

**Packaging**

Doing things right the first time is a principle that applies to issues such as quality and customer service. This principle applies even more to the environmental discipline, where inadvertent mistakes can cause significant negative impacts. Grainger continually evaluates all of its business practices in an effort to minimize and/or eliminate any negative environmental impact. To that end, Grainger has made the following packaging materials decisions:

- Eliminate the use of "foam peanuts" and other foam packaging materials
- Use "bubble rap" only when shipped product integrity must be maintained and normal paper based dunnage will not suffice.
- The primary dunnage to be used is brown, unbleached "Kraft" recycled paper.
- Shrink-wrap made of Polyolifins is used in a limited manner on skid quantities only.

**General Catalog Green Products**
(Environmentally Friendly)

We also offer many of the products and services customers need to manage their own environmental programs. Grainger offers solutions that are recognized as ENERGY STAR®, Green Seal Certified, containing Recycled Content, and NEMA Premium™.

In 2008, Grainger began building all new facilities to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards. As of December, 2008, three (3) new branches received LEED-Gold certification.

Grainger is constantly looking for new ways to further implement sustainable practices within our own operations as well as finding ways to support our customers' sustainability initiatives.

**Recycling**

Grainger's Recycling Services are designed to provide a convenient and efficient means to dispose of lamps, ballast, and dry type batteries. Two programs are available; the "kit program" designed for small quantities and convenience, and the "bulk program", an economical approach for larger quantities. Both programs provide a "hands off" approach that allows for the proper tracking and documentation through "certificate of reclamation" each time products are received and recycled.

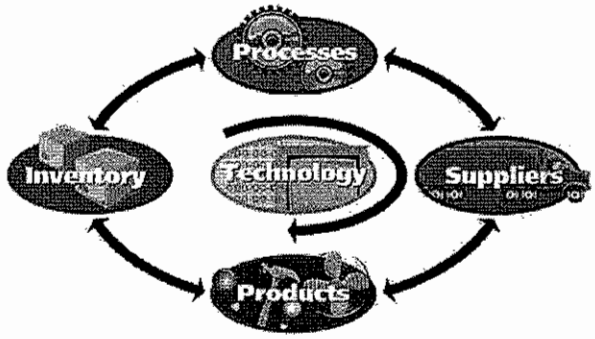
Special containers are provided and used to collect the spent products. When these containers are filled to capacity, the recycler will be contacted for pick up. The product is taken to the recycling center where a count and inventory are taken of the product. The product is then recycled and needed information is entered into a database that will provide a permanent file along with the certificate, which is sent to the University.

A Material Safety Data Sheet (MSDS) is required to be produced by manufacturers and importers of chemical products for each hazardous chemical they produce or import. Employers in the United States are also required to have a MSDS in the workplace for each chemical that they use. Grainger supplies MSDS for all shipped products requiring a MSDS. An MSDS is also available upon request for will-call/counter orders or online at Grainger.com.

## Consulting Services

**Grainger Consulting Services** engages with customers to evaluate their MRO Supply Chain. This evaluation utilizes a strategic framework of identified cost drivers to benchmark and provide ideal and cost effective solutions. This strategic framework of cost drivers focuses on:

- Process
- Inventory
- Supplier
- Product
- Technology




The engagement utilizes a proven methodology made up of Baseline Analysis, Strategy Development and Solution Execution.

The Baseline Analysis identifies the behaviors displayed in the procurement and retention of MRO supplies including but not limited to interaction of current processes and systems, inventory and spend dynamics, and product mix and usage patterns. This Baseline Analysis becomes the foundation for establishing a Continuous Improvement program. For further information regarding the projected cost savings practices related to the Baseline Analysis, please see Section 6.2.16(xiv).

A typical scope of work involves the following:

- Process mapping of identified current MRO Supply Chain processes. A key point here is the focus on the whole MRO Supply Chain process from the time a need is identified by a maintenance tech through payment. Some examples of these processes are spot buy and / or inventoried purchases.
- Analysis of inventory dynamics such as value, aging, activity, criticality, and location
- Analysis of spend dynamics identifying supplier utilization, procurement / payment methods, and product mix
- Assessments based on specific customer objectives. Examples are energy, safety, and cleaning

Based on this analysis, strategy and recommendations are developed. These recommendations focus on purchasing process improvement, stockroom and inventory management, and total cost savings programs. Once the Baseline Analysis and Projects are mutually agreed upon, Solution Execution begins.

Based on project prioritization, a master plan identifying sub projects is developed. Specific sub project plans are created identifying milestones, stakeholders, and project dependent specific steps. In Solution Execution, projects are managed to completion with an identified handoff of ownership to the client for continuous improvement. Contract and Project performance are

reviewed on a mutually agreed upon schedule. Grainger utilizes a quarterly business review process (QBR) to monitor performance and continuous improvement initiatives. The frequency of the business review can be modified based on the needs of the customer. The local Sales and Services Team will conduct these reviews with support from appropriate Grainger resources representing their projects, including but not limited to, Grainger Consulting Services.

Please see **Exhibit T** for an overview of Grainger Consulting Services, an article detailing Grainger's work with the University of Pittsburgh, a Sample Consulting Services Project Proposal and a sample process map.

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**Cost Savings**

Process savings opportunities for those customers who have implemented Grainger Consulting Services recommendations are generally as follows:

| | |
|---|---|
| Process Improvements | on average 20-30% |
| Inventory Optimization | on average 25-35% |
| Product / Supplier Consolidation | on average 10-20% |

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**Regional Program Managers (Safety, Janitorial)**

Grainger's team of Regional Safety and Janitorial Program Managers bring category expertise, cost-savings proposals, and program standardization strategies to our customers. Your assigned Regional Program Manager will direct Supplier Representatives and/or local Grainger Account Managers to your facilities for selection of appropriate product use and subsequent training. Use of the Regional Program Manager team helps maximize supplier engagement to drive proper product mix and contract compliance through use of on-site surveys, product use analysis and product standardization.

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**eCommerce**

By offering access to products through a variety of electronic channels, Grainger can offer customers fast and easy access to facilities maintenance products:

- **Direct connections to customers' Enterprise Resource Planning (ERP) systems** Grainger offers the ability to integrate its catalog and buying process with customers' purchasing and ERP systems.
- **Grainger.com** – Grainger's website was the first transaction-capable Internet site in the facilities maintenance industry.
- **Electronic data interchange (EDI)** – Through EDI transactions Grainger can receive orders, send order acknowledgements, create invoices and receive payments from customers.

- **Electronic marketplaces** – Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards.

Overall, Grainger is well positioned to support today's e-commerce market and to continue to be an innovator in the MRO market servicing the City of Tucson and Participating Public Agencies. With its eCommerce capabilities and its distribution support, the City of Tucson and Participating Public Agencies may choose to call, fax, walk-in, place orders over the Internet through Grainger.com, place an EDI orders or order through a procurement solution and be confident they are receiving the customer service Grainger has built its business on for more than 80 years.

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**Safety Services**

Grainger is committed to safety education and awareness and is a proud member of:

- National Safety Council (NSC)
- Safety Equipment Distributors Association, Inc.
- Voluntary Protection Program Participants' Association

As one of the largest safety products distributors in North America, Grainger has resources, products and programs available to assist the City of Tucson and Participating Public Agencies with the following:

- Facility Safety
- Injury Prevention
- Equipment Safety
- Emergency Operations

Please click on the link below to view details for each of the categories mentioned above online at Grainger's Safety Resource Center:

Grainger Safety Resource Center

Grainger has formed strategic relationships with key General Catalog Safety manufacturer and supplier representatives, such as Aearo, Miller, UVEX, MSA, 3M and North Safety, among others, for customer facility and product surveys along with Safety seminar and training programs. Please see **Exhibit R, Safety Seminars and Training (Occupational Health and Safety Value-Added Education),** for further details.

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**"On The Job"** – Grainger's "On The Job" Webinars are a series of free monthly sessions, hosted by Grainger and often featuring keynote speakers from noted organizations to provide actionable business insight to our customers. Recent topics have included:

- OSHA; What's New in 2009
- Green Building 101
- Ergonomics & The Aging Workforce
- eCommerce Solutions for MRO Procurement
- Occupational Noise Exposure
- Environmental Labeling & Going Green in a Weak Economy
- Are You Prepared? Stay or Go?
- Small Business & Safety

Please see **Exhibit U, Grainger On The Job**, for further details.

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A sampling of Grainger's Safety products and brands:

| Product Categories | Range of Products | Brands |
|---|---|---|
| Personal Protection | Head, eye, face & feet protection, hearing protection, respiratory protection, fall protection, welding face shields & curtains | 3M, Aearo, Miller, MSA, North, Rainfair, Sellstrom, Uvex, Willson |
| Ergonomics | Support wearables, furniture, anti-vibration gloves, hand tools, portable lifts and trucks, hydraulic hand trucks | Anglo American, BT Pallet Jack, Dayton, Edsal, Ergodyne, Safco, T & S Equipment, WIHA, Werner Ladder, Wesco Mfg. Co. |
| Hazmat Storage & Handling | Safety cans, safety storage cabinets, drum handling equipment | Dayton, Eagle, Justrite, Neptune Mixer Co, T&S Equip, Valley Craft, Wagner, Casters & Wheels, Wesco Mfg Co |
| Spill Control | Spill containment products, spill control/absorbents, drums | Eagle, Justrite, Oil Dri, SPC |
| Fire Protection | Fire Extinguishers, smoke & CO alarms, fire alarm control panels | Brady, Edwards Signaling, Kidde Fymetics |
| Industrial Safety/Site Maintenance | Eye & face wash stations, first aid, water coolers & accessories, lockout/tagout, motion sensors, safety tools, mats, emergency exit lights | Brady, Bradley, Federal Signal Corp., Igloo, LumaPro, |
| Environmental Monitoring & Gas Detection | Gas monitoring, tubes and detection equipment, CO detectors, calibration products | BioSystems, Industrial Scientific Corporation, Fluke, MSA, Pelican Products |
| Identification | Safety signs, labeling and sign making, traffic safety, safety and security monitors, convex mirrors, brass tags & hand stamps | Brady, Brossard, C.H. Hanson, Panasonic, Services & Materials |

**Grainger Service Provider Network**

Grainger offers Safety Service Programs through our **Grainger Service Provider Network**. the City of Tucson and Participating Public Agencies may choose from a comprehensive package of specialized programs designed to help the City of Tucson and Participating Public Agencies manage their health, safety and environmental needs. Grainger's Service Providers will work directly with the City of Tucson and Participating Public Agencies to understand their needs and provide the best solution.

Benefits include:

- Working directly with industry-specific experts
- Ongoing support for City of Tucson and Participating Public Agencies safety needs
- Maximizing the benefits of City of Tucson and Participating Public Agencies safety products

Grainger will refer City of Tucson and Participating Public Agencies directly to the service specialist to fulfill their needs. The City of Tucson and Participating Public Agencies may contact their local Account Manager or local branch personnel for further details.

**Key Safety Services programs, offered through Grainger's Service Provider Network**:

Grainger offers Safety Services through its through Service Provider Network, as follows:

- Calibration, repair and maintenance service on safety equipment (gas detection instruments, respiratory equipment, hygiene equipment and more)
- Typical turnaround time of five (5) days
- Rental of safety equipment available

➢ **Facility Labeling and Sign marking**

Grainger offers Facility Labeling and Sign marking through its through Service Provider Network, to help the City of Tucson and Participating Public Agencies achieve compliance and create a more visually instructive workplace. Facility Labeling and Sign marking includes, but is not limited to, services for:

- Safety signs
- Pipe, tank & vessel marking
- Lockout/tagout equipment

➢ **Prescription Safety Eyewear Program**

Grainger's Prescription Safety Eyewear Program offers a cost-effective way to provide the City of Tucson and Participating Public Agencies with quality, prescription safety eyewear. AO Safety®, our Grainger Service Provider, can design a program to fit the City of Tucson and Participating Public Agencies specific needs and suggest a variety of options for program administration.

➢ **Safety Shoes**

Grainger offers a wide range of safety work shoes and boots which meet industry safety standards, including metatarsal, composite toe, static dissipative, puncture resistant and electrical hazard footwear.

➢ **Facility and product surveys**

Grainger's General Catalog manufacturers and suppliers offer a wide range of facility audits, evaluations and surveys including:

- Work Platform & Ladder Evaluation
- Confined Space Analysis
- Emergency Eyewash & Drench Shower Evaluation
- Matting: Ergonomic & Slip Prevention Walk-Thru
- Hand Protection Utilization Analysis
- First Aid Station Audit & Evaluation
- Safety Storage: Hazardous & Flammable Liquid Audit
- Site Evaluation – Utilization of Safety Coatings (Anti-Slip, Reflective, Glow-In-The-Dark)

➢ **OHSA certification and training programs**

Through its General Catalog manufacturers and suppliers, Grainger offers non-fee based training to assist the City of Tucson and Participating Public Agencies with OSHA compliance and fee-based training to assist with OSHA certification. Costs may vary by manufacturer, type of training and number of attendees, among other factors.

**TripleGuard Warranty**

Grainger offers customers the opportunity to purchase a TripleGuard Warranty on selected items designated with the Grainger TripleGuard icon checkmark in Grainger's General Catalog. The TripleGuard Warranty adds two full years of protection after the manufacturer's warranty expires, with no lapse in coverage. Typically, the extended Warranty is less than the cost of one average, and often unexpected, repair.

# Tab Three

# National Contract Requirements

## 1. SUPPLIER COMMITMENTS

The successful Supplier must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

A. Corporate Commitment

Supplier commits that (1) the Master Agreement (which is the legal agreement executed between the City and the Supplier) has received all necessary corporate authorization of the Supplier, (2) the Master Agreement is the Supplier's primary "go to market" strategy for public agencies, and (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor within the RFP response who will be responsible for the overall management of the awarded Master Agreement.

B. Pricing Commitment

~~Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement.~~

The prices offered to the City of Tucson and Participating Public Agencies for all purchases made under this agreement shall be as low as those currently charged to Grainger's most favored customer for comparable products and quantities under similar terms and conditions. Additional discounts are available to certain Grainger customers based on volume guarantees.

C. Sales Commitment

Supplier commits to aggressively market the Master Agreement as its "go to" market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Further, Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement.

## 2. NATIONAL IPA ADMINISTRATIVE AGREEMENT

The Contractor will be required to enter and execute the National Intergovernmental Purchasing Alliance Administration Agreement with National IPA concurrently upon award with the Principal Procurement Agency Master Agreement before services can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

***Please note:*** *Grainger has reviewed and included some questions and comments within the National IPA Administrative Agreement for review and negotiation.*

## 3. ESTIMATED VOLUME

The City of Tucson anticipates spending approximately $500,000 annually on MRO supplies. The dollar volume of supplies purchased under the contract is estimated to be $25 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Supplier and National IPA.

## 4. MARKETING AND ADMINISTRATIVE SUPPORT

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for participating agencies teams
- Training sessions for contractor teams

The National IPA Contracting teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing public agencies and new Participating Public Agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statues and regulations for cooperative purchasing
- Training sessions for participating agencies teams
- Training sessions for contractor teams
- Quarterly business reviews to monitor program success
- General contract administration

~~**Contractors are required to pay an administrative fee based on a minimum of 2.5% of actual sales under the Contract.** The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.~~

*Please see Grainger's Price Proposal for details regarding Grainger's offer to pay an administrative fee to the National IPA.*

# Tab Four

# Instructions to Offerors

## Instructions to Offerors

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**

   For purposes of this solicitation and subsequent contract, the following definitions shall apply:

   **City:** The City of Tucson, Arizona

   **Master Agreement or Contract:** The legal agreement executed between the City and the Supplier/Contractor/Consultant. The Master Agreement/Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

   **Supplier/Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

   **Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and are responsible for monitoring and overseeing the Contractor's performance under this Contract.

   **Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

   **May:** Indicates something that is not mandatory but permissible.

   **Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

   **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

   **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**

   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

   B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.

   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

   D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

   E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.

   F. Periods of time, stated as a number of days, shall be in calendar days.

   G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.

   H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.

   I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: Original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the**

**Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

    A. The submission of the offer did not involve collusion or other anti-competitive practices.

    B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

    C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

    D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services.

21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

    (1) waive any immaterial defect or informality; or
    (2) reject any or all proposals, or portions thereof; or
    (3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions is modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

# Tab Five

## National Intergovernmental Purchasing Alliance Administration Agreement

## Exceptions

**Please see Grainger's marked copy of the Intergovernmental Purchasing Alliance Administration Agreement reflecting Grainger's proposed changes and questions.**

# Tab Six

## Standard Terms and Conditions

## Standard Terms and Conditions

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the

case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in

writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

    The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services

required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by *either party,* ~~mutual written consent, or by the City,~~ with or without cause, upon giving thirty (30) days written notice. ~~The City, at its convenience, by written notice, may terminate this Contract, in whole or in part.~~ If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

    In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

    The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

    In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

    The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

    Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which

funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

# Tab Seven

## Special Terms and Conditions

## Special Terms and Conditions

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

   Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's
   Department of Procurement is eligible to participate in any subsequent Contract. See **www.tucsonprocurement.com** and click on Cooperatives for a list of the public agencies that have
   currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this
   contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See
   **http://www.maricopa.gov/Materials/SAVE/save-members.pdf** for a listing of Participating Public Agencies. The parties agree that these lists are subject to change.

   Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Maintenance,. Repair & Operation Supplies made pursuant to this solicitation and is hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

   **Cities. Towns. Villages and Boroughs including but not limited to:**
   CITY OF ADAIR VILLAGE
   CITY OF ASHLAND
   CITY OF AUMSVILLE
   CITY OF AURORA
   CITY OF BEAVERTON
   CITY OF BOARDMAN
   CITY OF BURNS
   CITY OF CANBY
   CITY OF CANYONVILLE
   CITY OF CLATSKANIE
   CITY OF COBURG
   CITY OF CONDON
   CITY OF LA GRANDE
   CITY OF LEBANON
   CITY OF MILL CITY
   CITY OF MILWAUKIE
   CITY OF MOSIER
   CITY OF NORTH PLAINS
   CITY OF OREGON CITY
   CITY OF PILOT ROCK
   CITY OF PORTLAND
   CITY OF POWERS
   CITY OF RIDDLE
   CITY OF SANDY
   CITY OF SCAPPOOSE

CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITES
PORTLAND DEVELOPMENT COMMISSION

**Counties including but not limited to:**
ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY

**K-12 including but not limited to:**
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9

COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3

SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the ~~possible~~ exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.

9. **INSURANCE**: The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor of the intent to issue a Contract award. The successful Contractor must at

that time submit an original copy of the Certificate of Insurance, for public liability insurance of $1,000,000 (combined single limit) for bodily injuries, and $100,000 for property damage. CERTIFICATE SHALL SHOW THE CITY OF TUCSON AS AN ADDITIONAL INSURED. The coverages shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contractor obligations.

# Tab Eight

## Signed Amendments

## Tab Nine

## Copy of the entire RFP document

# Price Proposal

Grainger provides the following Price Proposal as required in the Proposal Evaluation Requirements, Section B and the Scope of Services, Section 3 of the City of Tucson's Request for Proposal Number 090188.

The included multi-tiered Price Proposal has been developed to address the needs of the City of Tucson and qualified Participating Public Agencies.

## I. Customer Specific Price Program ("CSP")

**Grainger has developed a Customer Specific Price Program to meet or exceed the needs of the City of Tucson, National IPA and Participating Public Agencies.**

A) **Core List Program** – Grainger has developed a Core List consisting of those 700 items as included in Exhibit 1 that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. The top 200 purchased products from each segment have been identified, thus creating a list of 600 items. Additionally, Grainger has included 100 of the most requested 3rd party certified "green" products. This creates a comprehensive Core List consisting of 700 of the most frequently purchased items.

The Core List net prices will be held firm for 12 months from the contract award date ("Contract Year"). In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on a semi-annual basis to assure continued customization and relevance. This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to insure that the City of Tucson and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

B) **Lamps and Ballasts Program** - In addition to the Core List Program, Grainger offers a Lamps and Ballast Program structured to offer competitive discounts and pricing to the City of Tucson and Participating Public Agencies. Individual net prices of lamps and ballasts included in the Core List, and designated discounts as described below, for all other lamps and ballasts products will be held firm during the initial Contract Year. Prior to the end of each Contract Year, Grainger, the City of Tucson and National IPA will review and adjust the Lamps and Ballasts Program items, prices and discounts.

- GE Lighting
  - ✓ 79.5% off current manufacturer List Price
  - ✓ Netted prices on specific high usage SKUs
  - ✓ All other excluded SKUs will receive 10% off the Grainger "each" price.
- Advance Lighting
  - ✓ 81.5% off current manufacturer List Price – Electronic
  - ✓ 76% off current manufacturer List Price – Fluorescent
  - ✓ 76% off current manufacturer List Price – HID

C) **Customer Specific Pricing (CSP)** – In addition to the Core List Program, Grainger will offer additional competitive discounts and pricing in those cases where the City of Tucson and/or Participating Public Agencies make high volume and/or repetitive product purchases.

II. **General Catalog and Product Category Discount Programs-** In addition to the Customer Specific Pricing Program, Grainger offers a range of deeper discounts for the following product categories as well as a discount for the balance of General Catalog items. These discount programs are designed to assist the City of Tucson and Participating Public Agencies with their unplanned purchases by providing them with competitive pricing for those items they buy less frequently but for which overall purchases add up.

**Product Category Discounts**

- **Motor Program** - This Program offers The City of Tucson and Participating Public Agencies a discount of twenty-eight percent (28%) off of the Grainger Catalog "each" price, as found on www.grainger.com, for specific electric motor, power transmission, engines and generators ("Motors") Products.
- **Air Filters Program** - This Program offers The City of Tucson and Participating Public Agencies a discount of forty-five percent (45%) off of the Grainger Catalog "each" price, as found on www.grainger.com, for specific air filter ("Air Filters") Products.
- **Cleaning Supplies Program** - This Program offers The City of Tucson and Participating Public Agencies a discount of eighteen percent (18%) off of the Grainger Catalog "each" price, as found on www.grainger.com, for specific chemical, mop, broom, and brush ("Cleaning Supplies") Products.
- **Tools Program** - This Program offers The City of Tucson and Participating Public Agencies the following discounts off of the manufacturer's current list price, except as otherwise provided:

| | |
|---|---|
| DeWalt Tools | 48% |
| Milwaukee Tools | 46% |
| Proto | 55% |
| Stanley | 52% |
| DeWalt Accessories | 38% |
| Milwaukee Accessories | 35% |
| Blackhawk by Proto | 45% |
| Westward | 60% |

- **General Catalog** - Grainger will offer ten percent (10%) off the Grainger Catalog "each" price as found on www.grainger.com. This Price Proposal guarantees a ten percent (10%) firm discount for General Catalog items for the term of the Agreement.

## III. Grainger Product Sourcing

The City of Tucson and Participating Public Agencies are able to purchase through Grainger's Sourcing arm, which reaches out to Grainger's network of non-catalog suppliers to provide access to over five million additional products. The pricing and discounts set forth above do not apply to items purchased through Grainger's Sourcing arm. Pricing will be quoted on a case-by-case basis. Grainger Sourcing Terms and Conditions apply to any Sourced Products purchases. Please see Exhibit E, Grainger Sourcing Terms and Conditions, submitted with Grainger's technical proposal under separate cover.

## IV. Prepaid Freight Program

Grainger offers the City of Tucson and Participating Public Agencies pre-paid freight on all standard ground shipments. Title transfers to the City of Tucson and Participating Public Agencies at time of delivery, FOB Destination. Other terms apply to Alaska, Hawaii, export orders, and for orders placed for Sourced Products. Any extra charges incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, must be paid by the City of Tucson or the Participating Public Agency.

## V. Administrative Fees for Grainger Direct Purchases

Grainger will provide National IPA an Administrative Fee of two percent (2%) on all Direct Purchases ("Direct Purchase Administrative Fee"). Direct Purchases are those purchases the City of Tucson and/or Participating Public Agencies make directly from Grainger, under a resulting Agreement, and which include the total net invoice price, less freight, taxes, returned products, and credits. Grainger will calculate the Direct Purchase Administrative Fee amount quarterly and provide the Administrative Fee payment within forty-five (45) days from the end of the quarter. Grainger will include a quarterly Direct Purchase Administrative Fee report within forty five (45) days from the end of the quarter.

## VI. eCommerce Administrative Fee for Grainger Direct Purchases

In addition to the Administrative Fees referenced above, National IPA will be eligible to receive an eCommerce Administrative Fee of one percent (1%) in the event that total eCommerce Direct Purchases constitute more than fifty Percent (50%) of the total annual cooperative spend. eCommerce Direct Purchases include those purchases the City of Tucson and/or Participating Public Agencies make directly from Grainger on www.grainger.com or via an approved punchout platform, under a resulting Agreement, which include the total net invoice price, less freight, taxes, returned products, and credits. Grainger will calculate the eCommerce Administrative Fee, if applicable, annually and provide any such eCommerce Administrative Fee payment within forty five (45) days from the end of each Contract Year. Grainger will include an annual eCommerce Administrative Fee report, if applicable, within forty five (45) days from the end of each Contract Year.

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | HVAC & PNEUMATICS | 5AU42 | Wind Tower Fan | LASKO METAL PRODUCTS | 9215 | $102.30 | $ 52.94 | | | |
| 2 | JANITORIAL | 4DA37 | Floor Finish,5 G | RAMSEY COMPANY | 3175789 | $143.15 | $ 73.25 | | | |
| 3 | OTHER | 4XT51 | Bulletin Board,Cork,Enclosed | ACCO BRANDS USA LLC | 2124 | $445.25 | $ 335.13 | | | |
| 4 | JANITORIAL | 5XL57 | Liner,40x46in,Pk125 | PITT PLASTICS INC | RX-482 | $48.40 | $ 12.13 | | | |
| 5 | LIGHTING | 4PL16 | Lamp,F32t8/Sp35/Eco | GENERAL ELECTRIC LIGHTING | 26667 | $2.44 | $ 1.19 | | | |
| 6 | JANITORIAL | 3U862 | Liner,40x46,Pk100 | PITT PLASTICS INC | 3U862 | $86.85 | $ 26.18 | | | |
| 7 | JANITORIAL | 5XL54 | Liner,30x36in,Pk250 | PITT PLASTICS INC | RX-371 | $43.05 | $ 10.84 | | | |
| 8 | JANITORIAL | 4TE15 | Roll Towel Dispenser | GEORGIA PACIFIC CONSUMER PRODS | 54338 | $58.60 | $ 28.35 | | | |
| 9 | PLUBMING | 1PX54 | Water Cooler,8 Gph | ELKAY SALES INC. | EZS8L_99 | $664.00 | $ 340.43 | | | |
| 10 | OTHER | 4HE85 | Locker,Ventilated | HALLOWELL, DIV LIST INDUSTRIES | U1288-2HDV-A-HG | $355.25 | $ 166.26 | | | |
| 11 | OTHER | 6T392 | Microwave,Commercial,Digital Timer | GRAINGER GLOBAL SOURCING | 6T392 | $367.75 | $ 261.12 | | | |
| 12 | JANITORIAL | 3U863 | Liner,42.5x48in,Pk100 | PITT PLASTICS INC | 3U863 | $102.40 | $ 29.09 | | | |
| 13 | HVAC & PNEUMATICS | 4YN29 | A/C,Portable,23300btuh | DENSO SALES CALIFORNIA IN | OFFICE PRO24 | $5,555.00 | $ 3,477.11 | | | |
| 14 | JANITORIAL | 3WE16 | Pressure Washer | MI-T-M CORPORATION | GC-3504-0MHB | $2,267.00 | $ 1,272.31 | | | |
| 15 | HVAC & PNEUMATICS | 5W921 | Cartridge Filter, Single Header,24x24x12 | FILTRATION GROUP,INC | 5W921 | $127.70 | $ 54.96 | | | |
| 16 | LIGHTING | 3VK17 | Lamp,F34cw/Rs/Wm/Eco | GENERAL ELECTRIC LIGHTING | 23010 | $1.95 | $ 0.88 | | | |
| 17 | OTHER | 1VEK9 | Broadcast Spreader,Push,125 Lb Cap | AGRI-FAB | 45-0210 | $257.50 | $ 164.71 | | | |
| 18 | ELECTRICAL | 3EA98 | Extension Cord,25ft | GRAINGER GLOBAL SOURCING | 3EA98 | $12.59 | $ 7.30 | | | |
| 19 | TOOLS | 1DLY4 | Diagonal Plier w/Cutter,9 In,2 In Jaw | COOPER TOOLS - HAND TOOLS | PS5428C | $19.78 | $ 11.13 | | | |
| 20 | SAFETY | 4WX16 | Glove,Nylon Liner,White/Grey,Size 9,Pr | ANSELL PROTECTIVE PRODUCTS INC | 205572 | $5.83 | $ 2.95 | | | |
| 21 | OTHER | 5H495 | Clock,Quartz,Round | GENEVA CLOCK COMPANY | 3960EG | $33.30 | $ 8.28 | | | |
| 22 | JANITORIAL | 5W625 | Soap,Hand,800 Ml,Pk6 | GOJO INDUSTRIES | 9756-06 | $50.00 | $ 21.24 | | | |
| 23 | SAFETY | 4DA83 | Communications System | MINE SAFETY | 10026265 | $306.00 | $ 227.83 | | | |
| 24 | HVAC & PNEUMATICS | 4TM52 | A/C,Portable,11800btuh | DENSO SALES CALIFORNIA IN | OFFICE PRO 12 | $4,429.00 | $ 2,607.15 | | | |
| 25 | LIGHTING | 6XT75 | Lamp,F32t8/Spx50/Eco | GENERAL ELECTRIC LIGHTING | 42064 | $4.30 | $ 1.74 | | | |
| 26 | OTHER | 4YX97 | Truck,Hand Pallet | GRAINGER GLOBAL SOURCING | 4YX97 | $734.00 | $ 344.27 | | | |
| 27 | OTHER | 2CY64 | Bulletin Board,Cork,48Hx72Wx2 1/4D | ACCO BRANDS USA LLC | 2367 | $961.50 | $ 530.06 | | | |
| 28 | OTHER | 5M645 | Truck,Tilt,2 1/2 Cu Yd | RUBBERMAID COMMERCIAL PRODUCTS | 1046000GRAY | $3,102.00 | $ 1,242.41 | | | |
| 29 | OTHER | 4EU71 | Scissor Lift,Electric,Cap1000Lb | JLG INDUSTRIES INC | 2646ES | $20,924.00 | $ 18,179.99 | | | |
| 30 | JANITORIAL | 5W007 | Dolly,Round,20-55 G | RUBBERMAID COMMERCIAL PRODUCTS | 264000BLA | $69.45 | $ 25.78 | | | |
| 31 | JANITORIAL | 1DMG6 | Restroom Cleaner,Multi Purpose System | KAIVAC, INC. | KV17500 | $3,771.00 | $ 2,934.69 | | | |
| 32 | OTHER | 4EU66 | Lift,Personnel,OAL57.5In,Work H47Ft,DC | JLG INDUSTRIES INC | 41AM-DC | $10,674.00 | $ 8,959.50 | | | |
| 33 | SAFETY | 3AY79 | Radio,2 Way,1 W,Uhf | MOTOROLA INCORPORATED | CU1410BKV4AA | $199.25 | $ 142.41 | | | |
| 34 | HVAC & PNEUMATICS | 3VE10 | Window Room A/C | FRIEDRICH AIR COND. CO. | SL36 | $1,675.00 | $ 1,199.29 | | | |
| 35 | OTHER | 3W111 | Table,Folding,30x96 In | KRUEGER INTERNATIONAL, INC. | NH-8 | $208.75 | $ 105.29 | | | |
| 36 | LIGHTING | 6V751 | Lamp,Mvr175/U/Med | GENERAL ELECTRIC LIGHTING | 18902 | $42.00 | $ 14.34 | | | |
| 37 | HVAC & PNEUMATICS | 4TM51 | A/C,Portable,13200btuh | DENSO SALES CALIFORNIA IN | CLASSIC PLUS 14 | $4,041.00 | $ 2,370.90 | | | |
| 38 | SAFETY | 5NW01 | Barrier,Crowd Control,H36In,Black&White | LAWRENCE METAL PRODUCTS | 890B-T1-STD | $207.00 | $ 127.21 | | | |
| 39 | HVAC & PNEUMATICS | 2W233 | Pleated Filter,20x25x2 | FILTRATION GROUP,INC | 13020252 | $8.91 | $ 2.95 | | | |
| 40 | SAFETY | 5U800 | Cone,Reflective,36 In | JACKSON SAFETY, LLC | 3012748 | $34.50 | $ 17.76 | | | |
| 41 | OTHER | 4WR65 | Spreader,Broadcast | EARTHWAY PRODUCTS, INC. | 2170 | $205.00 | $ 136.76 | | | |
| 42 | PLUBMING | 1CVX1 | Water Cooler,8 GPH,Wall Mount,ADA | HALSEY TAYLOR | 8240081683_99 | $659.00 | $ 360.94 | | | |
| 43 | SAFETY | 1TDC9 | Lockout Padlock,Plastic,Red,1 Key | MASTER LOCK COMPANY | 406RED | $16.73 | $ 7.38 | | | |
| 44 | SAFETY | 5AB31 | Safety Cabinet,Can | EAGLE MFG CO | CRA-P44 | $1,625.00 | $ 730.36 | | | |
| 45 | OTHER | 2HEJ7 | Linen Cart,Plastic,47x28 1/2x66 1/2,Blue | ROYAL BASKET TRUCKS | R48BLBPA | $834.00 | $ 447.94 | | | |
| 46 | LIGHTING | 2V658 | Lamp,Mvr400/U,400 W | GENERAL ELECTRIC LIGHTING | 43828 | $24.22 | $ 9.72 | | | |
| 47 | OTHER | 1AEG4 | Assembled Locker,W54,D 24,H 78,Parchment | HALLOWELL, DIV LIST INDUSTRIES | U3848-1A-PT | $694.50 | $ 327.80 | | | |
| 48 | LIGHTING | 5U053 | Battery,Lantern,6 V | SPECTRUM BRANDS, INC DBA RAYOV | 6V-GP | $2.61 | $ 1.58 | | | |
| 49 | SAFETY | 3TY22 | Sign,Exit,8X15,Exit (Single-Sided) | BRADY WORLDWIDE, INC. | 90839 | $191.50 | $ 90.96 | | | |
| 50 | PLUBMING | 5W416 | Drinking Fountain | HALSEY TAYLOR | 74025076000_99 | $146.00 | $ 99.48 | | | |
| 51 | OTHER | 7D382 | Shelving,Commercial | RESERVED - 7 COMBINATIONS | 4TX44 | $113.45 | $ 55.93 | | | |
| 52 | OTHER | 5JT61 | Locker,1 Tier,3 Frame | LYON WORKSPACE PRODUCTS | PP51023 | $653.00 | $ 324.25 | | | |
| 53 | HVAC & PNEUMATICS | 4CH63 | Fan,Pedestal,18 In | LASKO METAL PRODUCTS | 9119 | $55.30 | $ 26.62 | | | |
| 54 | LIGHTING | 4ZZ35 | Ballast,F26dbx Lamp | PHILIPS LIGHTING ELECTRONICS N | ICF-2S26-H1-LDK | $42.15 | $ 18.09 | | | |
| 55 | TOOLS | 4FB56 | Tool Cart,12 Drawer | WATERLOO INDUSTRIES, INC. | 4FB56 | $1,198.00 | $ 557.40 | | | |
| 56 | HVAC & PNEUMATICS | 1ANZ7 | Air Circulator,20 In,Pedestal Mount,115v | GRAINGER GLOBAL SOURCING | 1ANZ7 | $162.00 | $ 122.92 | | | |
| 57 | HVAC & PNEUMATICS | 4CH64 | Fan,Wall,18 In,3 Spd | LASKO METAL PRODUCTS | 9018 | $77.50 | $ 31.51 | | | |
| 58 | PLUBMING | 4DU61 | Wash Fountian,54 In Wide,Semi Circular | BRADLEY FIXTURES CORP. | S93-530 | $4,899.00 | $ 3,709.45 | | | |
| 59 | TOOLS | 4GA70 | Battery,18.0 V,2.4 Ah | BLACK & DECKER-TOOLS & ACCESSO | DC9096 | $94.75 | $ 89.45 | | | |
| 60 | HVAC & PNEUMATICS | 2W235 | Pleated Filter,24x24x2 | FILTRATION GROUP,INC | 13024242 | $9.97 | $ 3.34 | | | |
| 61 | OTHER | 4HA88 | Locker, Assembled | HALLOWELL, DIV LIST INDUSTRIES | U3228-1A-PT | $486.50 | $ 228.88 | | | |
| 62 | LIGHTING | 2ETU3 | Fluorescent Lamp,T8,F28T8/XL/SPX41/ECO | GENERAL ELECTRIC LIGHTING | 72866 | $5.95 | $ 2.18 | | | |
| 63 | SAFETY | 2FTP1 | Smoke Alarm,DC,Lithium Battery,w/Silence | BRK BRANDS, INC. | FG250LB-WWG | $33.70 | $ 9.36 | | | |
| 64 | LIGHTING | 6YG55 | Lamp, F32T8/SP41/IS/WM/ECO | GENERAL ELECTRIC LIGHTING | 48279 | $7.05 | $ 1.81 | | | |
| 65 | PLUBMING | 1MCE5 | Water Cooler,Wall Mount,7.6 GPH | ELKAY SALES INC. | EHFSA8L_99 | $745.00 | $ 420.85 | | | |
| 66 | JANITORIAL | 1YPC2 | Trash Can Liner,35 x 58 In,PK 50 | BERRY PLASTICS HOLDING CORPORA | MX-54860C | $76.45 | $ 22.41 | | | |
| 67 | OTHER | 2W504 | Tape,Duct,2 In Width | COVALENCE ADHESIVES | 398-2" | $11.61 | $ 3.58 | | | |
| 68 | JANITORIAL | 1YPB3 | Trash Can Liner,36 x 60 In,PK 50 | BERRY PLASTICS HOLDING CORPORA | MX-64860C | $74.85 | $ 21.23 | | | |
| 69 | SAFETY | 3ZC45 | Water Cooler,3 G | IGLOO PRODUCTS CORP. | 431 | $43.40 | $ 23.21 | | | |
| 70 | SAFETY | 4DA80 | Mask,Gas,Size Medium | MINE SAFETY | 10051287 | $346.75 | $ 234.80 | | | |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 71 | HVAC & PNEUMATICS | 2W230 | Pleated Filter,16x20x2 | FILTRATION GROUP,INC | 13016202 | $6.92 | $ 2.45 | | | |
| 72 | OTHER | 1XDR1 | Pallet Rack Beam,L 96 In,Capacity 7160Lb | INTERLAKE MECALUX, INC. | IB50EH096500RCA4000 | $60.15 | $ 31.06 | | | |
| 73 | OTHER | 3LU56 | Truck,Tilt, Heavy Duty | RUBBERMAID COMMERCIAL PRODUCTS | 1026-41 | $2,870.00 | $ 1,244.88 | | | |
| 74 | HVAC & PNEUMATICS | 4CH71 | Portable Box Fan,115 V,20 In,3 Spd | LASKO METAL PRODUCTS | 9723 | $43.15 | $ 23.56 | | | |
| 75 | HVAC & PNEUMATICS | 4C631 | Fan,Wall,16 in,3 Spd | LASKO METAL PRODUCTS | 9016 | $62.65 | $ 28.99 | | | |
| 76 | HVAC & PNEUMATICS | 6B930 | Pleated Filter,20x25x2 | FILTRATION GROUP,INC | 13220252 | $14.12 | $ 4.27 | | | |
| 77 | OTHER | 5Z193 | Truck,Tilt,2 Cu Yd | RUBBERMAID COMMERCIAL PRODUCTS | 103500GRAY | $2,603.00 | $ 1,058.21 | | | |
| 78 | JANITORIAL | 3CB52 | Handwash,1250ml,Pk3 | GOJO INDUSTRIES | 5161-03 | $72.25 | $ 32.34 | | | |
| 79 | JANITORIAL | 5VN52 | Sanitizer,2000ml,Pk4 | GOJO INDUSTRIES | 2258-04 | $91.95 | $ 48.45 | | | |
| 80 | HVAC & PNEUMATICS | 4YC86 | Exhaust Vent,10 In | GREENHECK FAN CORPORATION | 4YC86 | $379.75 | $ 170.15 | | | |
| 81 | OTHER | 1NUP1 | Dry-Erase Board,Magnetic,16Hx23W In | GRAINGER GLOBAL SOURCING | 1NUP1 | $35.10 | $ 16.37 | | | |
| 82 | OTHER | 1DML6 | Welded Pallet Rack Frame,Light Duty,D 42 | INTERLAKE MECALUX, INC. | IE025F14442G000000 | $174.75 | $ 78.04 | | | |
| 83 | SAFETY | 3PA35 | Cabinet,Paint/Ink | EAGLE MFG CO | PI-4510 | $1,560.00 | $ 863.45 | | | |
| 84 | HVAC & PNEUMATICS | 4CE73 | Air Conditioner,Window | ELECTROLUX HOME PRODUCTS | FAS2962 | $1,178.00 | $ 451.39 | | | |
| 85 | JANITORIAL | 3U558 | Detergent,Laundry,Pk15 | LAGASSE BROS., INC. | PGC 30804 | $153.00 | $ 76.13 | | | |
| 86 | OTHER | 4JX88 | Film,Construction,6Mil,Clear | POLAR PLASTICS | C106 | $72.95 | $ 34.59 | | | |
| 87 | SAFETY | 3ZL19 | Goggle,Chemical/Impact | UVEX DBA SPERIAN PROTECTION | S3960CGR | $14.63 | $ 6.41 | | | |
| 88 | HVAC & PNEUMATICS | 2YU63 | UNIT HEATER,5 kW,480 V | GRAINGER GLOBAL SOURCING | 2YU63 | $708.50 | $ 308.28 | | | |
| 89 | LIGHTING | 4ZY43 | Lamp, F32T8/SPX50/ECO/CVG | GENERAL ELECTRIC LIGHTING | 15971 | $11.01 | $ 5.99 | | | |
| 90 | LIGHTING | 4WW60 | Lamp, F32T8/XL/SPX41/ECO | GENERAL ELECTRIC LIGHTING | 27621 | $6.10 | $ 1.86 | | | |
| 91 | JANITORIAL | 3H240 | Receptacle Base,55 G | RUBBERMAID COMMERCIAL PRODUCTS | 2655000GRAY | $106.45 | $ 40.88 | | | |
| 92 | JANITORIAL | 2NY17 | Roll Towel,Pk6 | GEORGIA PACIFIC CONSUMER PRODS | 89430 | $117.20 | $ 60.74 | | | |
| 93 | TOOLS | 4ZB35 | Bag Combo,Big Mouth | CUSTOM LEATHERCRAFT MFG CO., I | PK3334 | $43.50 | $ 27.26 | | | |
| 94 | OTHER | 4EU54 | Lift,Personnel,OAL54.5In,Work H42Ft,DC | JLG INDUSTRIES INC | 36AM-DC | $9,799.00 | $ 8,204.94 | | | |
| 95 | SAFETY | 1YNF1 | Safety Cabinet,Self Close,2 Door,60 Gal | JUSTRITE MFG. COMPANY LLC | 896020 | $1,292.00 | $ 555.28 | | | |
| 96 | HVAC & PNEUMATICS | 2W231 | Pleated Filter,16x25x2 | FILTRATION GROUP,INC | 13016252 | $7.60 | $ 2.68 | | | |
| 97 | ELECTRICAL | 1FD53 | Extension Cord,50 Ft | GRAINGER GLOBAL SOURCING | 1FD53 | $19.62 | $ 12.37 | | | |
| 98 | SAFETY | 1TDD1 | Lockout Padlock,Plastic,Blue,1 Key | MASTER LOCK COMPANY | 406BLU | $17.22 | $ 7.38 | | | |
| 99 | HVAC & PNEUMATICS | 4CE84 | A/C,Slider/Casement | ELECTROLUX HOME PRODUCTS | FAK1241 | $805.00 | $ 333.58 | | | |
| 100 | OTHER | 5M701 | Truck,Platform,1000 Lb | RUBBERMAID COMMERCIAL PRODUCTS | 443610GRAY | $845.00 | $ 383.73 | | | |
| 101 | OTHER | 4W485 | Dolly,Desk | WESCO | 272156 | $288.00 | $ 125.08 | | | |
| 102 | HVAC & PNEUMATICS | 2W232 | Pleated Filter,20x20x2 | FILTRATION GROUP,INC | 13020202 | $7.72 | $ 2.74 | | | |
| 103 | HVAC & PNEUMATICS | 4RU71 | Compressor,Air,15 HP | INGERSOLL-RAND AIR SOLUTIONS | 16547630 | $8,925.00 | $ 5,874.86 | | | |
| 104 | OTHER | 4RD78 | Seal Bearing Assembly | BELL & GOSSETT | W86863 | $373.00 | $ 205.10 | | | |
| 105 | LIGHTING | 3VK30 | Lamp,F32t8/Spx41/Eco | GENERAL ELECTRIC LIGHTING | 25613 | $4.30 | $ 1.74 | | | |
| 106 | TOOLS | 4GA69 | Battery,14.4 V,2.4 Ah | BLACK & DECKER-TOOLS & ACCESSO | DC9091 | $77.00 | $ 72.77 | | | |
| 107 | HVAC & PNEUMATICS | 5E822 | Dehumidifier,124 Pints | W.C. WOOD CO. INC. | GDC124C | $1,341.00 | $ 818.38 | | | |
| 108 | OTHER | 5M708 | Truck,Platform,1000 Lb | RUBBERMAID COMMERCIAL PRODUCTS | 4466000GRAY | $721.50 | $ 304.78 | | | |
| 109 | LIGHTING | 4V531 | Lamp,Lu150/55/Sby/Xl | GENERAL ELECTRIC LIGHTING | 19256 | $75.00 | $ 23.68 | | | |
| 110 | TOOLS | 2AEU6 | Drill/Driver Kit,18VDC,1/2 In,Compact | BLACK & DECKER-TOOLS & ACCESSO | DC720KA | $235.00 | $ 209.76 | | | |
| 111 | JANITORIAL | 3JG98 | Towel,White,Pk 2000 | GEORGIA PACIFIC CONSUMER PRODS | 21000 | $38.70 | $ 20.55 | | | |
| 112 | HVAC & PNEUMATICS | 1NXE9 | Heat Pump,4 Ton,BtuH 48K,460V | YORK UNITARY PRODUCT GROUP | HP048X1341 | $2,960.00 | $ 1,743.38 | | | |
| 113 | TOOLS | 3FE64 | Machine,Threading,2in | RIDGE TOOL COMPANY | 67182 | $5,878.00 | $ 4,521.35 | | | |
| 114 | HVAC & PNEUMATICS | 2XY71 | A/C,Ductless Split System,30.7 MBtuH | FRIEDRICH AIR COND. CO. | M30CF | $2,749.00 | $ 1,772.73 | | | |
| 115 | OTHER | 4XN35 | Ladder,Alum, 27 In | WING ENTERPRISES INC | 10310B | $201.00 | $ 111.44 | | | |
| 116 | JANITORIAL | 2U642 | Pad/Sponge,Pk20 | 3M HOME & COMMERCIAL CARE | 50048011206887 | $65.60 | $ 30.06 | | | |
| 117 | LIGHTING | 1JUC5 | Linear Lamp,F72T12/CW/HO/0AT,85W,Preheat | GENERAL ELECTRIC LIGHTING | 46199 | $32.50 | $ 9.42 | | | |
| 118 | JANITORIAL | 3WB75 | Pressure Washer | MI-T-M CORPORATION | GH-2504-0M10 | $4,825.00 | $ 2,427.33 | | | |
| 119 | OTHER | 5Z212 | Cart,Trades,Black | RUBBERMAID COMMERCIAL PRODUCTS | 105943GRAY | $2,244.00 | $ 923.25 | | | |
| 120 | HVAC & PNEUMATICS | 2MA12 | Air Circulator,30 In | GRAINGER GLOBAL SOURCING | 2MA12 | $307.00 | $ 199.45 | | | |
| 121 | TOOLS | 1DYE3 | Compact Drill/Driver Kit,18.0 VDC,1/2 In | MILWAUKEE ELECTRIC TOOL CORPOR | 2601-22 | $259.00 | $ 214.92 | | | |
| 122 | JANITORIAL | 5FZ17 | Soap,Hand,1000 Ml,Pk10 | GOJO INDUSTRIES | 7188-10 | $101.05 | $ 46.28 | | | |
| 123 | JANITORIAL | 2VEX6 | Disposable Toilet Seat Cover,PK 5000 | GRAINGER GLOBAL SOURCING | GGS382P-2 | $88.55 | $ 40.63 | | | |
| 124 | LIGHTING | 3V555 | Core/Coil Ballast Kit,100 W Lamp | PHILIPS LIGHTING ELECTRONICS N | 71A5390-001D | $196.50 | $ 62.48 | | | |
| 125 | SAFETY | 4DA81 | Mask,Gas,Size Large | MINE SAFETY | 10051288 | $346.75 | $ 234.80 | | | |
| 126 | HVAC & PNEUMATICS | 4R774 | Compressor,Air | INGERSOLL-RAND AIR SOLUTIONS | 32309759 | $6,025.00 | $ 4,173.23 | | | |
| 127 | OTHER | 1BLA9 | Open Industrial Shelving,Starter Unit,HD | HALLOWELL, DIV LIST INDUSTRIES | 5710-24 | $261.25 | $ 134.59 | | | |
| 128 | PLUMBING | 1PX55 | Water Cooler,8 Gph | ELKAY SALES INC. | EZSTL8LC_99 | $999.00 | $ 546.45 | | | |
| 129 | SAFETY | 3ZC46 | Water Cooler,5 G | IGLOO PRODUCTS CORP. | 451 | $49.80 | $ 26.28 | | | |
| 130 | OTHER | 4TX85 | Cabinet,Security | EDSAL MANUFACTURING COMPANY | VC1505G | $1,258.00 | $ 500.34 | | | |
| 131 | LIGHTING | 4V484 | Lamp,Mvr/1500/U,1500 W | GENERAL ELECTRIC LIGHTING | 47326 | $174.25 | $ 60.54 | | | |
| 132 | LIGHTING | 6XT34 | Battery,AAA,1.5v,Pk18 | SPECTRUM BRANDS, INC DBA RAYOV | ALAAA-18 | $12.87 | $ 4.91 | | | |
| 133 | OTHER | 4EU61 | Lift,Personnel,OAL52in,Work H36Ft,AC | JLG INDUSTRIES INC | 30AM-AC | $8,954.00 | $ 7,161.66 | | | |
| 134 | HVAC & PNEUMATICS | 3YA43 | Refrigerated Air Dryer | HANKISON INTL., AN SPX DIVISIO | HPR5-10 | $762.00 | $ 351.99 | | | |
| 135 | LIGHTING | 5MM59 | Wall Pack,70 W,Hps | GRAINGER GLOBAL SOURCING | 5MM59 | $105.05 | $ 52.57 | | | |
| 136 | SAFETY | 2RE20 | Vest,Orange,M/L,18 In L,Mesh | GRAINGER GLOBAL SOURCING | 2RE20 | $6.84 | $ 2.07 | | | |
| 137 | OTHER | 3BB78 | Pump,Sump,1/3 HP | GRAINGER GLOBAL SOURCING | 3BB78 | $273.50 | $ 145.91 | | | |
| 138 | OTHER | 2A096 | Wrap,Stretch,20 In | J C PARRY AND SONS COMPANY | 4G-20-4M | $34.35 | $ 15.36 | | | |
| 139 | TOOLS | 3Z987 | Threading Machine w/Stand,1/8-2 In | RIDGE TOOL COMPANY | 15682 | $4,584.00 | $ 3,529.49 | | | |
| 140 | JANITORIAL | 1XEJ4 | Cleaning Sponge,White,PK 24 | LAGASSE BROS., INC. | PGC 43516 | $61.60 | $ 28.81 | | | |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 141 | SAFETY | 2EWW1 | Glove,Disposable,Nitrile,8 Mil,XL,Pk50 | BEST MANUFACTURING CO | 8500PFXL | $14.76 | $ 6.99 | | | |
| 142 | OTHER | 1U110 | Jobber Drill Set,29 PC,HSS,118 Deg | KENNAMETAL, INC. | 57714 | $131.30 | $ 67.94 | | | |
| 143 | HVAC & PNEUMATICS | 3H356 | Dehumidifier,101 Pints | W.C. WOOD CO. INC. | GD55S | $761.50 | $ 334.51 | | | |
| 144 | LIGHTING | 4WT07 | Battery,1.5 V,D,Pk12 | SPECTRUM BRANDS, INC DBA RAYOV | ALD-12 | $13.45 | $ 7.44 | | | |
| 145 | OTHER | 1PWT4 | High Capacity Shelving, Boltless,W48,D18 | EDSAL MANUFACTURING COMPANY | HCU-481884 | $344.75 | $ 143.94 | | | |
| 146 | PLUBMING | 3BU95 | Hand Dryer,120-240 Vac | GRAINGER GLOBAL SOURCING | 3BU95 | $302.75 | $ 143.33 | | | |
| 147 | LIGHTING | 1PHA8 | Lamp,F42TBX/835/A/ECO,CFL,Plug-In,42W | GENERAL ELECTRIC LIGHTING | 97635 | $23.22 | $ 7.28 | | | |
| 148 | LIGHTING | 1LEK8 | Exit Sign LED Retrofit,Red,120/277,PK 2 | TECHNICAL CONSUMER PRODUCTS, I | 20716 | $38.10 | $ 12.36 | | | |
| 149 | LIGHTING | 4V629 | Lamp,Lu400/Sby/Xl | GENERAL ELECTRIC LIGHTING | 19272 | $68.65 | $ 30.32 | | | |
| 150 | JANITORIAL | 2CYJ4 | Floor Stripper,Sz 5 G | RAMSEY COMPANY | 4569185 | $63.90 | $ 28.40 | | | |
| 151 | ELECTRICAL | 1AYA6 | UPS System,Intelligent Line,500 Watts | TRIPP LITE | SMART1000LCD | $326.25 | $ 186.31 | | | |
| 152 | PLUBMING | 3UU59 | Valve, Retrofit Flush | SLOAN VALVE CO | 3325420 | $370.00 | $ 240.39 | | | |
| 153 | PLUBMING | 4CE94 | Water Cooler,7.8 Gph | ELKAY SALES INC. | ESWA8L_99 | $779.00 | $ 462.84 | | | |
| 154 | SAFETY | 2W697 | Cone,Plastic,28 In | JACKSON SAFETY, LLC | 3004158 | $16.41 | $ 7.61 | | | |
| 155 | LIGHTING | 3CE34 | Fixture,Emergency Exit | ACUITY BRANDS LIGHTING INC. | 144FEC | $180.00 | $ 77.26 | | | |
| 156 | LIGHTING | 3XY84 | Fixture, Heavy Duty | ACUITY BRANDS LIGHTING INC. | 777834 | $160.00 | $ 80.78 | | | |
| 157 | OTHER | 4UZ09 | Cabinet,Storage | STRONGHOLD PROD DIV FABRIC MTL | 46-244 | $1,092.00 | $ 814.89 | | | |
| 158 | LIGHTING | 4V550 | Lamp,Mvr175/U | GENERAL ELECTRIC LIGHTING | 47760 | $26.40 | $ 9.72 | | | |
| 159 | PLUBMING | 5W632 | Hand Dryer,115 V,20 A | GRAINGER GLOBAL SOURCING | 5W632 | $505.00 | $ 275.15 | | | |
| 160 | OTHER | 1LXG7 | Bulk Storage Rack,Add-On,72Wx24Dx72H In | EDSAL MANUFACTURING COMPANY | ERZ722472A | $189.75 | $ 116.70 | | | |
| 161 | HVAC & PNEUMATICS | 6Z948 | Drain Valve,Electric | ARROW PNEUMATICS, INC. | 5702-S4 | $171.25 | $ 106.41 | | | |
| 162 | JANITORIAL | 1PKR3 | Sanitizing Hand Wipes,PK 4000 | GOJO INDUSTRIES | 9020-4M | $247.25 | $ 120.56 | | | |
| 163 | HVAC & PNEUMATICS | 4YC67 | Roof Vent,3 Spd,115V,CFM 717/868/1059 | GREENHECK FAN CORPORATION | 4YC67 | $575.00 | $ 219.26 | | | |
| 164 | SAFETY | 5VD50 | 2 Drum Spill Pallet | ENPAC LLC | 4062-YE | $1,177.00 | $ 520.55 | | | |
| 165 | OTHER | 7B773 | Shelving,Boltless | RESERVED - 7 COMBINATIONS | 4TT80 | $173.00 | $ 93.61 | | | |
| 166 | JANITORIAL | 4W973 | Ice Melter,50 Lb | CP INDUSTRIES | CPM050P | $23.66 | $ 13.48 | | | |
| 167 | LIGHTING | 3VY98 | Battery,AA,1.5v,Pk8 | DURACELL | MN1500B8Z | $10.16 | $ 5.51 | | | |
| 168 | JANITORIAL | 1CH09 | Degreaser,Formula 409,PK 12 | LAGASSE BROS,, INC. | 35306 | $64.00 | $ 35.69 | | | |
| 169 | JANITORIAL | 3U877 | Liner,43x48in,Pk200 | PITT PLASTICS INC | 3U877 | $64.70 | $ 20.13 | | | |
| 170 | OTHER | 7G182 | Battery Promo 2pk | RESERVED - 7 COMBINATIONS | SPECIAL | $189.00 | $ 172.10 | | | |
| 171 | OTHER | 4W091 | Box,Ship/Stock,20x14in | ACORN CORRUGATED BOX CO. | 4W091 | $3.23 | $ 0.91 | | | |
| 172 | LIGHTING | 4WT09 | Battery,1.5 V,AA,Pk24 | SPECTRUM BRANDS, INC DBA RAYOV | ALAA-24 | $16.08 | $ 6.01 | | | |
| 173 | SAFETY | 2HNA4 | Two-Way Radio,2 Channel,UHF | MOTOROLA INCORPORATED | RU2020BKF2AA | $240.25 | $ 163.50 | | | |
| 174 | OTHER | 5Z192 | Truck,Tilt,1 1/2 Cu Yd | RUBBERMAID COMMERCIAL PRODUCTS | 102500GRAY | $1,804.00 | $ 894.53 | | | |
| 175 | LIGHTING | 1PGX6 | Lamp,F26DBX/E/841/ECO,CFL,Plug-In,26W | GENERAL ELECTRIC LIGHTING | 97605 | $22.16 | $ 5.82 | | | |
| 176 | POWER TRANSMISSION & MOTORS | 3KW37 | Motor,3-Ph,5,1740,208-230/460,Eff 87.5 | GRAINGER GLOBAL SOURCING | 3KW37 | $333.50 | $ 177.83 | | | |
| 177 | JANITORIAL | 3JW49 | Cleaner,Glass,Pk12 | JOHNSON DIVERSEY, INC. | 90139 | $85.35 | $ 47.99 | | | |
| 178 | LIGHTING | 3YA25 | Fixture, Recessed | ACUITY BRANDS LIGHTING INC. | 657099 | $181.50 | $ 115.35 | | | |
| 179 | OTHER | 5JT50 | Locker,1 Tier,1 Frame | LYON WORKSPACE PRODUCTS | PP5102 | $250.50 | $ 124.03 | | | |
| 180 | JANITORIAL | 5M785 | Container,Recycling | RUBBERMAID COMMERCIAL PRODUCTS | 2956-73 | $10.18 | $ 2.51 | | | |
| 181 | OTHER | 1ND78 | Handheld Oscilloscope | FLUKE CORPORATION | FLUKE-199C/WWG | $3,625.00 | $ 3,062.38 | | | |
| 182 | LIGHTING | 4HY86 | Lamp,F32t8sp41/U/6/Eco | GENERAL ELECTRIC LIGHTING | 28152 | $17.70 | $ 5.43 | | | |
| 183 | ELECTRICAL | 1TRB6 | Cord Reel,Weatherproof,50Ft,12/4,SOW-A | HUBBELL WIRING DEVICE | HBL501242W | $1,641.00 | $ 770.01 | | | |
| 184 | PLUBMING | 4CE88 | Water Cooler,4.0 Gph | ELKAY SALES INC. | EWA4L_99 | $591.00 | $ 360.50 | | | |
| 185 | SAFETY | 3KN29 | Pallet,4 Drum | EAGLE MFG CO | 1645 | $397.75 | $ 178.83 | | | |
| 186 | LIGHTING | 3BA31 | Exit Sign,Led | ACUITY BRANDS LIGHTING INC. | 388086 | $73.20 | $ 30.96 | | | |
| 187 | OTHER | 4JG43 | Door Stop,Gray,Pk2 | MASTER MANUFACTURING CO | GD002 | $11.44 | $ 5.11 | | | |
| 188 | HVAC & PNEUMATICS | 5W925 | Cartridge Filter, Single Header,24x24x12 | FILTRATION GROUP,INC | 5W925 | $111.60 | $ 47.84 | | | |
| 189 | OTHER | 4W096 | Bulletin Board,Cork,36Hx24W,Swing Door | ACCO BRANDS USA LLC | 2363 | $256.50 | $ 185.53 | | | |
| 190 | OTHER | 5YN94 | Truck,Hand,1000 Lb | MAGLINE INC | HTGK9584 | $420.00 | $ 303.69 | | | |
| 191 | SAFETY | 4JY28 | Glove,Nitrile,4 Mil,Black,L,Pk50 | BEST MANUFACTURING CO | 7700PFTL | $9.05 | $ 4.80 | | | |
| 192 | OTHER | 4EU70 | Scissor Lift,Electric,Cap500Lb | JLG INDUSTRIES INC | 1930ES | $15,311.00 | $ 13,254.44 | | | |
| 193 | TOOLS | 2YA90 | Cordless Reciprocating Saw Kit,36.0 VDC | BLACK & DECKER-TOOLS & ACCESSO | DC305K | $425.00 | $ 388.37 | | | |
| 194 | SAFETY | 2KMG1 | Germicidal Cabinet,Glasses and Goggles | SELLSTROM MFG. CO. | 90494WW | $803.50 | $ 475.83 | | | |
| 195 | LIGHTING | 4VC27 | Lamp,F40/30bx,40 W | GENERAL ELECTRIC LIGHTING | 16954 | $14.77 | $ 6.33 | | | |
| 196 | LIGHTING | 1E674 | Lamp,Mvr100/U/Med | GENERAL ELECTRIC LIGHTING | 12652 | $41.20 | $ 18.01 | | | |
| 197 | HVAC & PNEUMATICS | 1VK49 | A/C,Portable,59500btuh | DENSO SALES CALIFORNIA IN | OFFICE PRO 60 | $12,632.00 | $ 7,920.39 | | | |
| 198 | LIGHTING | 3VK29 | Lamp,F32t8/Spx35/Eco | GENERAL ELECTRIC LIGHTING | 25612 | $4.30 | $ 1.74 | | | |
| 199 | PLUBMING | 5W630 | Hand Dryer,115 V,20 A | GRAINGER GLOBAL SOURCING | 5W630 | $505.00 | $ 275.23 | | | |
| 200 | OTHER | 4KC89 | Cabinet,Modular Parts | STANLEY WORKS DBA STANLEY VIDM | SCU3110AL | $2,305.00 | $ 1,453.93 | | | |
| 201 | JANITORIAL | 2CXB8 | Cleaner and Disinfectant,Pine,1 Gal | RAMSEY COMPANY | 4569579 | $13.91 | $ 7.85 | | | |
| 202 | SAFETY | 4R967 | Shower,Eye,Face Wash Station | BRADLEY FIXTURES CORP. | S19-300BGR | $3,174.00 | $ 2,166.25 | | | |
| 203 | OTHER | 2C576 | Gauge,Liquid Filled,2 1/2 In,200 Psi, | ASHCROFT INC. | 251009AWL02L200 | $66.75 | $ 28.15 | | | |
| 204 | LIGHTING | 4PH13 | Exit Sign, Led | ACUITY BRANDS LIGHTING INC. | 283157 | $92.95 | $ 45.99 | | | |
| 205 | JANITORIAL | 2FTJ1 | Recycling Station,Beige | RUBBERMAID COMMERCIAL PRODUCTS | 256R06 BEIG | $614.00 | $ 470.84 | | | |
| 206 | SAFETY | 3W208 | Safety Cabinet,Can | EAGLE MFG CO | 1932 | $979.00 | $ 488.38 | | | |
| 207 | JANITORIAL | 4KN35 | Liner,36x60in,Pk200 | PITT PLASTICS INC | 4KN35 | $72.10 | $ 21.14 | | | |
| 208 | SAFETY | 1D677 | Lock Box | BRADY WORLDWIDE, INC. | 65699 | $66.55 | $ 28.99 | | | |
| 209 | TOOLS | 3Z748 | Drain Clean Machine | RIDGE TOOL COMPANY | 23717 | $3,125.00 | $ 2,430.71 | | | |
| 210 | JANITORIAL | 5M788 | Recycling Wastebasket | RUBBERMAID COMMERCIAL PRODUCTS | 2957-73 | $18.87 | $ 4.90 | | | |

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 211 | OTHER | 1FD38 | Cart,Service | RUBBERMAID COMMERCIAL PRODUCTS | 4500-88 GRAY | $212.75 | $ 92.85 | | | |
| 212 | HVAC & PNEUMATICS | 4YC69 | Exhaust Vent,12 1/2 In | GREENHECK FAN CORPORATION | 4YC69 | $589.00 | $ 289.48 | | | |
| 213 | TOOLS | 1FEJ2 | Truck/Van Storage Drawers,50 Lx12 Wx24 H | DELTA CONSOLIDATED INDUST | 1409980 | $1,335.00 | $ 736.94 | | | |
| 214 | POWER TRANSMISSION & MOTORS | 3KW46 | Motor,3-Ph,15,1760,208-230/460,Eff 91.0 | GRAINGER GLOBAL SOURCING | 3KW46 | $863.00 | $ 493.80 | | | |
| 215 | OTHER | 4HK66 | Repellent,Insect,1 Oz | JOHNSON DIVERSEY, INC. | 94904 | $9.26 | $ 4.20 | | | |
| 216 | SAFETY | 4FE57 | Goggle,Chemical | SPERIAN OTHER DBA SPERIAN PROT | 11250810G | $6.84 | $ 3.38 | | | |
| 217 | LIGHTING | 3YA67 | Mini Wall Pack,100 W,120/208/240/277 V | ACUITY BRANDS LIGHTING INC. | 553634 | $233.75 | $ 123.53 | | | |
| 218 | TOOLS | 5MG67 | Wheel,Measuring,1 Ft | CST-BERGER-DAVID WHITE - BLOCK | MM-12-TWIN | $74.90 | $ 28.95 | | | |
| 219 | SAFETY | 1DPD7 | Pull Station Cover,Horn,L 6 1/5 In | SAFETY TECHNOLOGY INTERNATIONA | STI-1100 | $119.60 | $ 61.79 | | | |
| 220 | JANITORIAL | 3U478 | Vacuum,Upright,25 W | ELECTROLUX HOME CARE PRODUCTS | SC899E | $330.75 | $ 246.38 | | | |
| 221 | TOOLS | 4CR37 | Plier,Tongue/Groove,9 1/2 In | CHANNELLOCK, INC. | 420 | $18.47 | $ 10.34 | | | |
| 222 | TOOLS | 3EB52 | Master Set W/Box | STANLEY PROTO GRP OF STANLEY W | J99941 | $16,275.00 | $ 9,129.95 | | | |
| 223 | LIGHTING | 2V754 | Lamp,Lu1000/Eco | GENERAL ELECTRIC LIGHTING | 44058 | $90.60 | $ 27.56 | | | |
| 224 | LIGHTING | 5LE23 | Battery,AA,1.5v,Pk24 | DURACELL | PC1500BKD | $17.58 | $ 4.88 | | | |
| 225 | LIGHTING | 4YE26 | Flashlight,Alkaline | PELICAN PRODUCTS INC | 8040-001-110-G | $52.65 | $ 25.61 | | | |
| 226 | JANITORIAL | 4CJ76 | Towel,Cfold,Pk 2400 | GEORGIA PACIFIC CONSUMER PRODS | 20241 | $60.70 | $ 29.59 | | | |
| 227 | PLUBMING | 2P888 | Seat,Toilet,Open Front | BEMIS MANUFACTURING CO | 7B1955C-000 | $26.70 | $ 12.61 | | | |
| 228 | OTHER | 3W142 | Ladder,Fg,8Ft,Extra HD,Spread 53 5/8In | NEW WERNER HOLDING CO., INC. | 6208 | $206.00 | $ 98.46 | | | |
| 229 | SAFETY | 6T437 | Post,U Channel,8 Ft | BRADY WORLDWIDE, INC. | 97204 | $33.30 | $ 18.40 | | | |
| 230 | SAFETY | 3AC75 | Glove,Neoprene,14 In,Black,Sz L,Pr | BEST MANUFACTURING CO | 6784R-10 | $9.68 | $ 4.58 | | | |
| 231 | JANITORIAL | 4TJ49 | Container,Outdoor | RUBBERMAID COMMERCIAL PRODUCTS | 396400GRN | $523.50 | $ 219.61 | | | |
| 232 | SAFETY | 1FEL4 | Fire Hose,Pln Rack,1 1/2 ID,100 Ft L | ALLIANCE HOSE AND RUBBER CO. | RR15-100-BRNU-G | $260.00 | $ 130.90 | | | |
| 233 | LIGHTING | 3XY75 | Fixture, Wraparound | ACUITY BRANDS LIGHTING INC. | 668419 | $125.95 | $ 54.53 | | | |
| 234 | OTHER | 3W139 | Extension Ladder,D6200-2,H 24 Ft | NEW WERNER HOLDING CO., INC. | D6224-2 | $329.25 | $ 179.20 | | | |
| 235 | PLUBMING | 2W154 | Water Cooler,3 GPH | HALSEY TAYLOR | 8205020041_99 | $496.50 | $ 268.39 | | | |
| 236 | OTHER | 7E450 | Shelving,36wx24dx85h | RESERVED - 7 COMBINATIONS | 1 | $182.00 | $ 76.29 | | | |
| 237 | TOOLS | 5A939 | Wheel,14x1/8x1 In | SAINT-GOBAIN ABRASIVES, INC. | 70184680318 | $13.02 | $ 7.15 | | | |
| 238 | HVAC & PNEUMATICS | 4VB19 | Window Air Conditioner | FRIEDRICH AIR COND. CO. | XQ12 | $762.50 | $ 469.03 | | | |
| 239 | LIGHTING | 1PGY6 | Lamp,F25DBX/835/ECO4P,CFL,Plug-In,26W | GENERAL ELECTRIC LIGHTING | 97612 | $16.09 | $ 3.86 | | | |
| 240 | OTHER | 4W090 | Box,Ship/Stock,18x14in | ACORN CORRUGATED BOX CO. | 4W090 | $2.65 | $ 0.99 | | | |
| 241 | PLUBMING | 4YK10 | Cartridge,Filter | ELKAY SALES INC. | EWF172 | $111.10 | $ 50.20 | | | |
| 242 | OTHER | 4W935 | Wrap,Stretch,20 In | INTERTAPE POLYMER CORP. | H12032000-WG | $134.75 | $ 46.88 | | | |
| 243 | TOOLS | 1AC02 | Pipe Thread Drive,1/8-2 In | RIDGE TOOL COMPANY | 41935 | $1,595.00 | $ 1,224.70 | | | |
| 244 | LIGHTING | 5YG67 | Ballast,F27bx Lamp | PHILIPS LIGHTING ELECTRONICS N | ICF-2S42-M2-LDK | $80.75 | $ 20.23 | | | |
| 245 | JANITORIAL | 2U676 | Cleaner,Bathroom,2 L | 3M HOME & COMMERCIAL CARE | 50048011192043 | $162.25 | $ 85.21 | | | |
| 246 | SAFETY | 3AY75 | Radio,2 Way,1 W,Uhf | MOTOROLA INCORPORATED | CU1110GYN1AA | $180.00 | $ 127.54 | | | |
| 247 | HVAC & PNEUMATICS | 1RWB5 | Air Circulator,30 In,Pedestal Mount | GRAINGER GLOBAL SOURCING | 1RWB5 | $298.50 | $ 171.39 | | | |
| 248 | SAFETY | 4DA79 | Mask,Gas,Size Small | MINE SAFETY | 10051286 | $346.75 | $ 234.81 | | | |
| 249 | JANITORIAL | 3U532 | Soap,Hand,1000 Ml,Pk10 | GOJO INDUSTRIES | 4212-10 | $83.60 | $ 44.13 | | | |
| 250 | OTHER | 4FB10 | Megohmmeter,To 5 Kvdc | FLUKE CORPORATION | FLUKE-1550B/WWG | $3,620.00 | $ 3,004.95 | | | |
| 251 | OTHER | 2W158 | Chair,Folding,Beige,31Hx18 1/2W | KRUEGER INTERNATIONAL, INC. | 344DV | $40.90 | $ 23.78 | | | |
| 252 | OTHER | 3H285 | Deluxe Coffee Brewer | WELLS BLOOMFIELD DIV OF CCR, I | 8543 | $435.75 | $ 274.18 | | | |
| 253 | OTHER | 1WDU9 | Pallet Rack Wire Decking,D 42,W 46 | FOLDING GUARD CORPORATION | FG25-4642-3 | $46.20 | $ 19.46 | | | |
| 254 | POWER TRANSMISSION & MOTORS | 4MB83 | FanMotor,3-Ph,1 1/2 HP,1140,200-230/460v | A.O. SMITH CORPORATION | 4MB83 | $317.00 | $ 190.79 | | | |
| 255 | TOOLS | 1VUT6 | Pipe Inspection Camera Reel,Color,Mini | RIDGE TOOL COMPANY | 14063 | $6,901.00 | $ 5,010.93 | | | |
| 256 | SAFETY | 3VU54 | Ceiling Containment | MINTIE TECHNOLOGIES, INC. | ECU06-CC | $3,978.00 | $ 3,172.40 | | | |
| 257 | PLUBMING | 5W411 | Water Cooler,4.0 Gph | HALSEY TAYLOR | 8204040041_99 | $599.00 | $ 310.61 | | | |
| 258 | LIGHTING | 3FB60 | Fixture,Hi Abuse,60 W | ACUITY BRANDS LIGHTING INC. | 533190 | $274.50 | $ 145.85 | | | |
| 259 | JANITORIAL | 5WG02 | Liner,36x60in,Pk20 | PITT PLASTICS INC | 5WG02 | $25.95 | $ 6.31 | | | |
| 260 | JANITORIAL | 3U634 | Wastebasket,28 1/8 Qt | RUBBERMAID COMMERCIAL PRODUCTS | 295500GRAY | $8.21 | $ 2.51 | | | |
| 261 | OTHER | 3W141 | Ladder,Fg,6Ft,Extra HD,Spread 41 1/4In | NEW WERNER HOLDING CO., INC. | 6206 | $163.25 | $ 74.14 | | | |
| 262 | JANITORIAL | 3W224 | Receptacle Base,44 G | RUBBERMAID COMMERCIAL PRODUCTS | 254300GRAY | $66.30 | $ 26.84 | | | |
| 263 | TOOLS | 4ZA95 | Cordless Combination Kit, Volts 28.0 | MILWAUKEE ELECTRIC TOOL CORPOR | 0926-20 | $855.00 | $ 734.03 | | | |
| 264 | POWER TRANSMISSION & MOTORS | 4MB97 | Fan Motor,PSC,3/4 HP,1075,460v,48Y | A.O. SMITH CORPORATION | 4MB97 | $304.25 | $ 127.45 | | | |
| 265 | HVAC & PNEUMATICS | 9B791 | Filter,Panel,24x24 | FILTRATION GROUP,INC | 1502424 | $7.25 | $ 3.83 | | | |
| 266 | OTHER | 2MZL7 | Industrial Thermal Imager,-4 to 662 F | EXTECH INSTRUMENTS | FLIR I40 | $4,995.00 | $ 4,058.95 | | | |
| 267 | OTHER | 3W590 | Rack,Cantilever | STORAGE PRODUCTS GRP, LLC DBA | DC-8J | $1,520.00 | $ 872.93 | | | |
| 268 | TOOLS | 1MCF3 | Jobsite Slope Lid,60 Wx30 Dx39 1/2 In H | DELTA CONSOLIDATED INDUST | 1-680990 | $1,058.00 | $ 525.99 | | | |
| 269 | OTHER | 4RD67 | Pump,Condensate | BELL & GOSSETT | W80001 | $856.00 | $ 467.66 | | | |
| 270 | LIGHTING | 1A029 | Core/Coil Ballast Kit,400 W Lamp | PHILIPS LIGHTING ELECTRONICS N | 71A6071001D/94 | $183.75 | $ 54.22 | | | |
| 271 | JANITORIAL | 6Y930 | Container,Recycle Top | RUBBERMAID COMMERCIAL PRODUCTS | 2561.00BLU | $272.25 | $ 108.08 | | | |
| 272 | HVAC & PNEUMATICS | 6WA84 | Air Compressor,13 HP | INGERSOLL-RAND AIR SOLUTIONS | 22668776 | $2,856.00 | $ 2,469.40 | | | |
| 273 | JANITORIAL | 3U499 | Cleaner/Degreaser,1 G | SUNSHINE MAKERS INC | 13005 | $17.46 | $ 11.74 | | | |
| 274 | OTHER | 1PE53 | Workbench, 72 W | DURHAM MFG CO | HDWB-3672-95 | $710.00 | $ 349.08 | | | |
| 275 | PLUBMING | 6H009 | Hand Dryer,115 V,20 A | GRAINGER GLOBAL SOURCING | 6H009 | $545.00 | $ 315.35 | | | |
| 276 | JANITORIAL | 2DBZ3 | Dry Air Freshener | ITW DYMON DIV OF ILLINOIS TOOL | 70220 | $6.08 | $ 2.08 | | | |
| 277 | OTHER | 5M639 | Truck,Tilt,3/4 Cu Yd | RUBBERMAID COMMERCIAL PRODUCTS | 101100GRAY | $841.00 | $ 350.56 | | | |
| 278 | HVAC & PNEUMATICS | 6B950 | Pleated Filter,16x25x2 | FILTRATION GROUP,INC | 13216252 | $12.31 | $ 3.66 | | | |
| 279 | POWER TRANSMISSION & MOTORS | 4UY52 | OEM Motor,PSC,1 HP,1075,460 V,48Y,OpAO | A.O. SMITH CORPORATION | 4UY52 | $289.25 | $ 124.23 | | | |
| 280 | ELECTRICAL | 1A868 | Cable Tie,7.5in,Pk100 | THOMAS & BETTS CORP | 1A868 | $7.27 | $ 0.80 | | | |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 281 | JANITORIAL | 1CF35 | Dispenser,Tissue 2roll | GEORGIA PACIFIC CONSUMER PRODS | 57893 | $55.95 | $ 32.73 | | | |
| 282 | OTHER | 5JT65 | Locker,2 Tier,3 Frame | LYON WORKSPACE PRODUCTS | PP52023 | $559.50 | $ 274.90 | | | |
| 283 | OTHER | 5Z091 | Truck,Platform,1000 Lb | RUBBERMAID COMMERCIAL PRODUCTS | 443600GRAY | $607.50 | $ 252.00 | | | |
| 284 | PLUBMING | 2XJ47 | Replacement Filter Cartridge,For 4YK10 | ELKAY SALES INC. | 51299C_99 | $88.75 | $ 47.65 | | | |
| 285 | PLUBMING | 6E743 | Commercial Water Heater,91G,NG,NAECA | RHEEM MANUFACTURING SALES | G91-200 | $4,593.00 | $ 2,276.98 | | | |
| 286 | LIGHTING | 5LE24 | Battery,9v,Pk12 | DURACELL | PC1604BKD | $24.57 | $ 11.49 | | | |
| 287 | OTHER | 2HTD6 | Thermal Imaging System,Temp -10 to 250 C | FLUKE CORPORATION | FLUKE-TI10 | $4,719.00 | $ 4,214.65 | | | |
| 288 | OTHER | 2ZMF5 | Portable Generator,5000 Rated Watts | GENERAC POWER SYSTEMS, INC. | 5622 | $729.00 | $ 656.10 | | | |
| 289 | OTHER | 5JN72 | Locker,1 Tier,3 Frame | LYON WORKSPACE PRODUCTS | DD50623 | $599.50 | $ 296.75 | | | |
| 290 | JANITORIAL | 5LY32 | Waste Receptacle,48 G | UNITED RECEPTACLE | SBR52 | $290.75 | $ 117.73 | | | |
| 291 | HVAC & PNEUMATICS | 4HA15 | Evaporative Fan,16 In | PORT-A-COOL, LLC | PAC2K163SFC | $1,387.00 | $ 882.74 | | | |
| 292 | LIGHTING | 1PGX3 | Lamp,F18DBX/835/ECO4P,CFL,Plug-In,18W | GENERAL ELECTRIC LIGHTING | 97600 | $15.83 | $ 5.59 | | | |
| 293 | SAFETY | 3HY95 | Pad,Knee,Pr | CUSTOM LEATHERCRAFT MFG CO., I | G340 | $37.65 | $ 21.30 | | | |
| 294 | LIGHTING | 3YA23 | Fixture,Dust/Vapor | ACUITY BRANDS LIGHTING INC. | 719780 | $140.80 | $ 77.76 | | | |
| 295 | LIGHTING | 5XP45 | Lamp,F31t8/Spx41/U,31w | GENERAL ELECTRIC LIGHTING | 41778 | $22.85 | $ 11.28 | | | |
| 296 | JANITORIAL | 5NY79 | 35 qt,Mop Bucket w/Side Pressure Wringer | RUBBERMAID COMMERCIAL PRODUCTS | 7580-88 YEL | $111.70 | $ 49.99 | | | |
| 297 | ELECTRICAL | 5LG25 | Cord,Nylon,2100ft | HORIZON IND./EAST TEXAS LIGHTH | 4020002402146 | $233.75 | $ 140.25 | | | |
| 298 | PLUBMING | 5JC22 | Drinking Fountain | ELKAY SALES INC. | LK1141A | $179.75 | $ 116.68 | | | |
| 299 | TOOLS | 5C634 | Hydraulic Punch Set,1/2-2In,Angle Driver | GREENLEE TEXTRON, INC. | 7906SB | $1,259.00 | $ 705.00 | | | |
| 300 | PLUBMING | 3CB46 | Faucet,Lavatory | CHICAGO FAUCET COMPANY | WWG802-V665CP | $213.25 | $ 137.58 | | | |
| 301 | OTHER | 6NN65 | Clock,Quartz,Round | GRAINGER GLOBAL SOURCING | 6NN65 | $38.15 | $ 13.87 | | | |
| 302 | HVAC & PNEUMATICS | 4WJ33 | A/C,Portable,16700 btuh,115V,NEMA 5-20P | DENSO SALES CALIFORNIA IN | OFFICE PRO 18 | $4,735.00 | $ 2,892.08 | | | |
| 303 | JANITORIAL | 2U674 | Cleaner,Multi Surf,2 Liter | 3M HOME & COMMERCIAL CARE | 50048011192029 | $54.50 | $ 28.18 | | | |
| 304 | SAFETY | 5Z337 | Caulk,Fire Barrier | 3M CSLMD | 00051115116384 | $16.17 | $ 9.11 | | | |
| 305 | HVAC & PNEUMATICS | 5KA88 | Compressor Pump | GAST MFG., INC. | 2HAH-19-M322 | $774.00 | $ 366.79 | | | |
| 306 | TOOLS | 7G093 | Camera Reel/Monitor,Color,4GB14/4GB15 | RESERVED - 7 COMBINATIONS | 14053/73172 | $13,244.00 | $ 9,198.91 | | | |
| 307 | OTHER | 1FD42 | Cart,Service | RUBBERMAID COMMERCIAL PRODUCTS | 4520-88 GRAY | $235.00 | $ 105.84 | | | |
| 308 | OTHER | 4JX89 | Film,Construction,4Mil,Clear | POLAR PLASTICS | C204 | $98.10 | $ 46.70 | | | |
| 309 | PLUBMING | 5W409 | Water Cooler,8.0 Gph | HALSEY TAYLOR | 8226080041_99 | $616.00 | $ 337.66 | | | |
| 310 | SAFETY | 3W209 | Safety Cabinet,Can | EAGLE MFG CO | 1947 | $1,148.00 | $ 588.91 | | | |
| 311 | OTHER | 2ZE61 | Pallet Truck,Scale,4400 Lb Cap,Steel | GRAINGER GLOBAL SOURCING | 2ZE61 | $2,769.00 | $ 1,379.44 | | | |
| 312 | HVAC & PNEUMATICS | 6D731 | Pump,Vacuum,1 HP | GARDNER DENVER THOMAS, INC, WE | 1376B-46 | $4,021.00 | $ 2,971.49 | | | |
| 313 | OTHER | 2P550 | Pump,Sump,1/2 HP,9.4 A | ZOELLER COMPANY | 98-0006 | $269.00 | $ 165.93 | | | |
| 314 | ELECTRICAL | 3EB10 | Extension Cord,50ft | GRAINGER GLOBAL SOURCING | 3EB10 | $51.10 | $ 23.32 | | | |
| 315 | OTHER | 4GE26 | Table, Folding, Gray | KRUEGER INTERNATIONAL, INC. | 2919 | $124.25 | $ 70.46 | | | |
| 316 | PLUBMING | 6E740 | Commercial Water Heater,91G,LP Gas,NAECA | RHEEM MANUFACTURING SALES | G91-200 | $4,809.00 | $ 2,276.33 | | | |
| 317 | LIGHTING | 2V659 | Lamp,Mvr1000/U,1000 W | GENERAL ELECTRIC LIGHTING | 41826 | $60.20 | $ 33.31 | | | |
| 318 | PLUBMING | 1GVL5 | Hand Dryer,High Output,White,Automatic | GRAINGER GLOBAL SOURCING | 1GVL5 | $519.00 | $ 355.23 | | | |
| 319 | OTHER | 2ZMF6 | Portable Generator,6500 Rated Watts | GENERAC POWER SYSTEMS, INC. | 5623 | $899.00 | $ 795.86 | | | |
| 320 | SAFETY | 3KP43 | Respirator,Pk20 | 3M/OH&ES DIV | 50051138464573 | $24.00 | $ 11.00 | | | |
| 321 | OTHER | 7B481 | Rack,Bulk Storage | RESERVED - 7 COMBINATIONS | 4TV44 | $317.00 | $ 143.36 | | | |
| 322 | LIGHTING | 4VC26 | Lamp,F40/30bx,40 W | GENERAL ELECTRIC LIGHTING | 16648 | $14.77 | $ 5.30 | | | |
| 323 | PLUBMING | 6YJ19 | Filter,Water,3/4 In | CUNO | 5592008 | $224.75 | $ 100.75 | | | |
| 324 | SAFETY | 2NJ19 | Air Machine,Negative | MINTIE TECHNOLOGIES, INC. | OA600V | $1,447.00 | $ 1,197.40 | | | |
| 325 | SAFETY | 2PJ67 | Dust Containment Unit | MINTIE TECHNOLOGIES, INC. | ECU2-3461 | $5,524.00 | $ 4,408.43 | | | |
| 326 | OTHER | 1EVC3 | Multimeter,Low Pass Filter | FLUKE CORPORATION | FLUKE-289 | $573.00 | $ 483.85 | | | |
| 327 | OTHER | 1VG42 | Shelving,72wx18dx72h | EDSAL MANUFACTURING COMPANY | UR1872 | $201.50 | $ 97.79 | | | |
| 328 | JANITORIAL | 3U871 | Liner,30x37in,Pk500 | PITT PLASTICS INC | 3U871 | $56.65 | $ 21.18 | | | |
| 329 | SAFETY | 3KN54 | Smoke Alarm | WALTER KIDDE PORTABLE EQUIPMEN | 0915E | $12.13 | $ 4.45 | | | |
| 330 | TOOLS | 2YA93 | Impact Wrench,36.0 VDC,1/2 In,2500 BPM | BLACK & DECKER-TOOLS & ACCESSO | DC600KL | $569.00 | $ 484.14 | | | |
| 331 | OTHER | 7D401 | Shelving,Commercial | RESERVED - 7 COMBINATIONS | 4TX45 | $159.50 | $ 78.80 | | | |
| 332 | HVAC & PNEUMATICS | 1WD46 | Compressor,Air,5.0 HP | GARDNER DENVER, INC. D/B/A CHA | WW270-2 | $5,288.00 | $ 3,072.88 | | | |
| 333 | HVAC & PNEUMATICS | 1VCF3 | Air Circulator,24 In,Oscillating | GREENHECK FAN CORPORATION | 1VCF3 | $404.75 | $ 190.90 | | | |
| 334 | TOOLS | 2LKR1 | Mill/Drill PKG,16 In,1.5HP,150-3000 Spd | COLOVOS COMPANY | 80177 | $4,355.00 | $ 3,637.74 | | | |
| 335 | SAFETY | 4JG30 | Respirator,Pk10 | 3M/OH&ES DIV | 50051138542851 | $37.80 | $ 23.39 | | | |
| 336 | OTHER | 3P643 | Pump,Sump,1/2 HP | FRANKLIN ELEC WATER TRANS SYS | 510901 | $427.00 | $ 227.83 | | | |
| 337 | SAFETY | 3T922 | Cone,Reflective,28 In | JACKSON SAFETY, LLC | 3012747 | $32.20 | $ 14.84 | | | |
| 338 | TOOLS | 5C896 | Socket Set,Std/Deep,SAE,1/2Dr,30Pc | STANLEY PROTO GRP OF STANLEY W | J54126 | $404.00 | $ 259.85 | | | |
| 339 | SAFETY | 3AP83 | Gatorade, Fruit Punch | QUAKER OATS COMPANY | 33691 | $4.52 | $ 2.89 | | | |
| 340 | JANITORIAL | 5W769 | Receptacle,15 G,Beige | RUBBERMAID COMMERCIAL PRODUCTS | 7822008EIG | $192.50 | $ 64.61 | | | |
| 341 | SAFETY | 4JY31 | Glove,Nitrile,Size Medium,Pr | BEST MANUFACTURING CO | 4550-08 | $5.14 | $ 2.39 | | | |
| 342 | TOOLS | 4Z249 | Drain Clean Machine | RIDGE TOOL COMPANY | 59000 | $1,627.00 | $ 1,261.38 | | | |
| 343 | HVAC & PNEUMATICS | 5W515 | Pleated Filter,20x24x2 | FILTRATION GROUP,INC | 13020242 | $8.75 | $ 3.35 | | | |
| 344 | TOOLS | 2AEW6 | Battery, Volts 18.0 VDC,Lithium Ion | BLACK & DECKER-TOOLS & ACCESSO | DC9180 | $149.00 | $ 132.78 | | | |
| 345 | TOOLS | 2G994 | Bolt Cutter,24 In,7/16 In Cap | COOPER TOOLS - HAND TOOLS | 0190MC | $123.15 | $ 62.56 | | | |
| 346 | TOOLS | 4CY88 | Saw,Reciprocating,18 V | BLACK & DECKER-TOOLS & ACCESSO | DC385K | $225.00 | $ 195.60 | | | |
| 347 | LIGHTING | 3V980 | Lamp,F32t8/Sp41/U/6 | GENERAL ELECTRIC LIGHTING | 10480 | $14.95 | $ 5.76 | | | |
| 348 | OTHER | 4KY69 | Panel,Partition | FOLDING GUARD CORPORATION | 510 | $183.75 | $ 101.61 | | | |
| 349 | POWER TRANSMISSION & MOTORS | 6L771 | Power Twist V Belt,A | FENNER DRIVES | 405030 | $210.00 | $ 97.41 | | | |
| 350 | OTHER | 4TW32 | Workbench,Industrial | EDSAL MANUFACTURING COMPANY | 1022M | $703.50 | $ 343.94 | | | |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 351 | OTHER | 5A408 | Wrap,Stretch,12 In | INTERTAPE POLYMER CORP. | HR2031200-WG | $18.08 | $ 7.04 | | | |
| 352 | JANITORIAL | 3UP49 | Arm Gripper | UNGER ENTERPRISES | NN900 | $34.85 | $ 11.79 | | | |
| 353 | SAFETY | 6YG11 | Safety Cabinet,Can | EAGLE MFG CO | 1947LEGS | $1,294.00 | $ 671.86 | | | |
| 354 | HVAC & PNEUMATICS | 1EVG8 | Refrigerator,Undercounter,6.1 Cu-Ft,Blk | MARVEL SCIENTIFIC / AN AGA COM | 6CAR5007 | $1,215.00 | $ 725.86 | | | |
| 355 | LIGHTING | 3VK11 | Lamp,F32t8/Sp50/Eco | GENERAL ELECTRIC LIGHTING | 16090 | $2.44 | $ 1.53 | | | |
| 356 | TOOLS | 2YA96 | Power Tool Battery,36.0 V,Lithium Ion | BLACK & DECKER-TOOLS & ACCESSO | DC9360 | $195.00 | $ 173.04 | | | |
| 357 | OTHER | 4RD17 | Pump,Circulator,1/12hp | BELL & GOSSETT | W06197 | $525.00 | $ 303.81 | | | |
| 358 | JANITORIAL | 3U712 | Vacuum,Upright | ELECTROLUX HOME CARE PRODUCTS | SC886 | $262.00 | $ 186.95 | | | |
| 359 | SAFETY | 2P332 | Eye Wash Station | BRADLEY FIXTURES CORP. | S19-310GR | $707.50 | $ 375.80 | | | |
| 360 | SAFETY | 5TR29 | Sock,Oil Sorbent,Pk12 | OIL-DRI CORPORATION OF | L90898G | $49.30 | $ 28.13 | | | |
| 361 | JANITORIAL | 4YH94 | Burnisher,2400 RPM | MINUTEMAN INTERNATIONAL, INC. | M24000-04 | $2,860.00 | $ 1,339.38 | | | |
| 362 | SAFETY | 1AZ97 | Gatorade,Glacier Freez | QUAKER OATS COMPANY | 33677 | $4.52 | $ 2.89 | | | |
| 363 | LIGHTING | 2V869 | Lamp,Lu250/Sby/Xl | GENERAL ELECTRIC LIGHTING | 19270 | $126.50 | $ 25.50 | | | |
| 364 | JANITORIAL | 6Y929 | Container,Recycling | RUBBERMAID COMMERCIAL PRODUCTS | 256B-73 | $231.50 | $ 91.84 | | | |
| 365 | HVAC & PNEUMATICS | 2E430 | Guard,Thermostat,Clear | GRAINGER GLOBAL SOURCING | 2E430 | $28.15 | $ 12.78 | | | |
| 366 | PLUMBING | 3H016 | Water Cooler,2.8 Gph | ELKAY SALES INC. | FD7003T_99 | $496.50 | $ 268.30 | | | |
| 367 | PLUMBING | 4DU64 | Wash Fountian,36 In Wide,Circular | BRADLEY FIXTURES CORP. | S93-533 | $4,402.00 | $ 3,331.10 | | | |
| 368 | OTHER | 1MCD3 | Gas Line Trimmer,25cc,Straight,1.3 HP | NIKKO TANAKA ENGINEERING USA, | TBC-255PF | $360.00 | $ 256.23 | | | |
| 369 | OTHER | 2AVH7 | Air Plasma Cutting System,Input 115-230V | MILLER ELECTRIC MFG COMP. | 907339 | $1,673.00 | $ 1,355.96 | | | |
| 370 | SAFETY | 4DY90 | Ear Muff,Wire Headband | HOWARD LEI DBA SPERIAN PROTECT | 1010923G | $19.99 | $ 10.46 | | | |
| 371 | OTHER | 4EU62 | Lift,Personnel,OAL52In,Work H36Ft,DC | JLG INDUSTRIES INC | 30AM-DC | $8,924.00 | $ 7,427.43 | | | |
| 372 | OTHER | 2WE79 | Manure Fork,6 Tine,Straight,12 x 10 In | AMES TRUE TEMPER CO. | 1838200 | $64.70 | $ 31.84 | | | |
| 373 | ELECTRICAL | 1VD92 | Switch,Motion Sensor | HUBBELL WIRING DEVICE | ATP1277I | $101.20 | $ 44.08 | | | |
| 374 | OTHER | 4KC91 | Cabinet,Modular Parts | STANLEY WORKS DBA STANLEY VIDM | SCU3144AL | $2,161.00 | $ 1,365.43 | | | |
| 375 | OTHER | 1RK12 | Anemometer,Thermo | EXTECH INSTRUMENTS | 45158 | $156.25 | $ 87.51 | | | |
| 376 | JANITORIAL | 5M880 | Cart,Janitor | RUBBERMAID COMMERCIAL PRODUCTS | 617388BLA | $236.00 | $ 91.20 | | | |
| 377 | SAFETY | 4JY32 | Glove,Nitrile,Size Large,Pr | BEST MANUFACTURING CO | 4550-09 | $5.14 | $ 2.39 | | | |
| 378 | ELECTRICAL | 4HD47 | Cable Protector | HUBBELL WIRING DEVICE | HBLTRED5B | $368.50 | $ 186.18 | | | |
| 379 | TOOLS | 5LD24 | Rock Pick,Smooth,22 Oz,Steel w/Vinyl | ESTWING MFG COMPANY | E3-22P | $36.00 | $ 21.89 | | | |
| 380 | HVAC & PNEUMATICS | 4E515 | Cable,Heat,120 V | TYCO THERMAL CONTROLS | H612250 | $1,358.00 | $ 661.30 | | | |
| 381 | OTHER | 4XV68 | Table,30x72 In,Gray/Black | KRUEGER INTERNATIONAL, INC. | DL3072/GR/BL/GC | $324.25 | $ 169.11 | | | |
| 382 | OTHER | 3W700 | Speed Bump,2 In Height | VESTIL MANUFACTURING CORPORATI | SB-36 | $101.95 | $ 68.49 | | | |
| 383 | JANITORIAL | 3WB82 | Pressure Washer | MI-T-M CORPORATION | GH-3504-0EGH | $5,801.00 | $ 3,024.34 | | | |
| 384 | OTHER | 5A409 | Wrap,Stretch,14 In | INTERTAPE POLYMER CORP. | HR2030355-WG | $20.04 | $ 8.24 | | | |
| 385 | OTHER | 2HTD7 | Thermal Imaging System,Temp -10 to 350 C | FLUKE CORPORATION | FLUKE-TI25 | $7,869.00 | $ 7,027.15 | | | |
| 386 | LIGHTING | 3XY86 | Fixture, Wraparound | ACUITY BRANDS LIGHTING INC. | 656848 | $87.20 | $ 41.90 | | | |
| 387 | JANITORIAL | 6BT85 | Wet Area Mat, 3200,HorizonBlue,3 x 20 Ft | 3M HOME & COMMERCIAL CARE | 50048011137228 | $862.50 | $ 422.94 | | | |
| 388 | JANITORIAL | 3WB87 | Pressure Washer | MI-T-M CORPORATION | GC-1502-0ME1 | $1,335.00 | $ 719.65 | | | |
| 389 | SAFETY | 6WU89 | Arc Flash Kit,40cal,Xl | SALISBURY ELECTRICAL SAFETY LL | SK40-XL | $1,122.00 | $ 547.33 | | | |
| 390 | JANITORIAL | 1N164 | Vacuum,Electric,16 G | TORNADO INDUSTRIES, LLC | 98954 | $1,824.00 | $ 859.03 | | | |
| 391 | TOOLS | 2H035 | Bolt Cutter,42 In,11/16 In Cap | COOPER TOOLS - HAND TOOLS | 0590MC | $245.50 | $ 124.74 | | | |
| 392 | JANITORIAL | 3WB94 | Pressure Washer | MI-T-M CORPORATION | GH-1502-0M10 | $3,443.00 | $ 1,720.24 | | | |
| 393 | LIGHTING | 1BP68 | Emergency Light,Ny/Chi | ACUITY BRANDS LIGHTING INC. | 387795 | $232.25 | $ 137.59 | | | |
| 394 | OTHER | 4XV70 | Table,30x96 In,Gray/Black | KRUEGER INTERNATIONAL, INC. | DL3096/GR/BL/GC | $343.00 | $ 205.20 | | | |
| 395 | OTHER | 4ZZ75 | Truck,Platform,2400 Lb | WESCO | 350092 | $650.00 | $ 366.25 | | | |
| 396 | JANITORIAL | 5W642 | Cut End Mop Head,#24 | ABCO PRODUCTS | CM-5W642TG | $5.92 | $ 1.84 | | | |
| 397 | SAFETY | 1TDD3 | Lockout Padlock,Plastic,Orange,1 Key | MASTER LOCK COMPANY | 406ORJ | $17.22 | $ 7.38 | | | |
| 398 | JANITORIAL | 4XK50 | Burnisher,1500 RPM | MINUTEMAN INTERNATIONAL, INC. | M20130-00 | $2,256.00 | $ 1,019.00 | | | |
| 399 | OTHER | 4RC95 | Pump,Circulator,1/6 HP | BELL & GOSSETT | W02214 | $677.00 | $ 412.41 | | | |
| 400 | OTHER | 4ZD11 | Hopper,Self Dumping,B | VESTIL MANUFACTURING CORPORATI | D-300-HD | $1,935.00 | $ 1,394.95 | | | |
| 401 | LIGHTING | 2V712 | Lamp,Mvr250/U,250 W | GENERAL ELECTRIC LIGHTING | 42729 | $27.45 | $ 9.72 | | | |
| 402 | ELECTRICAL | 4A263 | Connector Body,30 A | HUBBELL WIRING DEVICE | HBL2613 | $81.90 | $ 38.84 | | | |
| 403 | LIGHTING | 3GE14 | Fixture,Hi Abuse,100 W | ACUITY BRANDS LIGHTING INC. | 520028 | $73.50 | $ 26.20 | | | |
| 404 | PLUMBING | 3BU99 | Hand Dryer,120/208/240 Vac | GRAINGER GLOBAL SOURCING | 3BU99 | $460.75 | $ 227.49 | | | |
| 405 | OTHER | 2LAZ6 | Thermal Imager For Building | FLUKE CORPORATION | FLUKE-TIR1 | $7,344.00 | $ 6,558.40 | | | |
| 406 | OTHER | 3KR68 | Drum Crusher/Compactor | VESTIL MANUFACTURING CORPORATI | HDC-900-IDC | $9,667.00 | $ 6,652.33 | | | |
| 407 | OTHER | 5MN39 | Recorder,Pressure,4 In | DICKSON | PW455 | $448.25 | $ 309.39 | | | |
| 408 | TOOLS | 7D825 | Master Set, 411 PC | RESERVED - 7 COMBINATIONS | 98830 | $5,083.00 | $ 3,346.15 | | | |
| 409 | JANITORIAL | 1PHJ1 | Jumbo Roll Bath Tissue,1 Ply,White,PK8 | GEORGIA PACIFIC CONSUMER PRODS | 13718 | $51.15 | $ 26.65 | | | |
| 410 | JANITORIAL | 1DYD1 | Vertical Soap Dispenser | GRAINGER GLOBAL SOURCING | 1DYD1 | $45.90 | $ 21.80 | | | |
| 411 | SAFETY | 5LF33 | Kneepad,Easy Swivel,Pr | CUSTOM LEATHERCRAFT MFG CO., I | V6355 | $21.95 | $ 12.00 | | | |
| 412 | OTHER | 1D653 | Truck,Tilt,1 Cu Yd | RUBBERMAID COMMERCIAL PRODUCTS | 131500BLACK | $1,075.00 | $ 458.79 | | | |
| 413 | PLUMBING | 1GYB2 | Wall Mounted Shower Seat,Reversible | BRADLEY FIXTURES CORP. | 9569-000000-GR | $530.50 | $ 268.58 | | | |
| 414 | OTHER | 1EKU8 | Barrier Fence,Orange,48 In x 50 Ft | CORTINA TOOL & MOLDING CO DBA | 03-800G | $72.30 | $ 19.54 | | | |
| 415 | OTHER | 6A265 | Load Hugger,WLL700Lb,Vinyl Coated S | LIFTALL | 6A103 | $20.10 | $ 4.11 | | | |
| 416 | OTHER | 4YT95 | Cart,Utility,2 Shelves | AKRO MILS INC | 30936GREY | $275.25 | $ 160.56 | | | |
| 417 | SAFETY | 1FYK1 | Safety Cabinet,30G,Self Close,Yellow | EAGLE MFG CO | YPI-7710 | $1,840.00 | $ 977.69 | | | |
| 418 | HVAC & PNEUMATICS | 1YNW5 | Air Circulator,Mobile,36 In,115 V | GRAINGER GLOBAL SOURCING | 1YNW5 | $638.50 | $ 317.77 | | | |
| 419 | OTHER | 1FBK8 | Power Quality Analyzer Kit,3 Phase,TRMS | FLUKE CORPORATION | FLUKE-435 | $7,877.00 | $ 7,010.40 | | | |
| 420 | JANITORIAL | 2LEF5 | HCL Toilet Bowl Cleaner,1qt | RAMSEY COMPANY | 4568867 | $4.61 | $ 1.76 | | | |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 421 | HVAC & PNEUMATICS | 2YU73 | UNIT HEATER,15 kW,480 V | GRAINGER GLOBAL SOURCING | 2YU73 | $1,386.00 | $ 628.49 | | | |
| 422 | HVAC & PNEUMATICS | 1RKT9 | HEATER,SPACE,15 KW | GRAINGER GLOBAL SOURCING | 1RKT9 | $913.50 | $ 595.25 | | | |
| 423 | TOOLS | 5C875 | Socket Set,Std/Deep,12 Pt,22 Pc | STANLEY PROTO GRP OF STANLEY W | J52136 | $219.00 | $ 122.59 | | | |
| 424 | TOOLS | 1Y256 | Blade,6In,Pk50 | MILWAUKEE ELECTRIC TOOL CORPOR | 48-01-6186 | $110.25 | $ 56.53 | | | |
| 425 | TOOLS | 4YE52 | Hammer,Demolition | MILWAUKEE ELECTRIC TOOL CORPOR | 5337-21 | $945.00 | $ 810.00 | | | |
| 426 | HVAC & PNEUMATICS | 3DU27 | Window Room A/C | FRIEDRICH AIR COND. CO. | KM18 | $935.00 | $ 576.98 | | | |
| 427 | OTHER | 6B465 | Hoist,Air Chain,2200Lb,26FPM | INGERSOLL-RAND TOOL & HOIST | ML1000K2C10C6-G | $3,934.00 | $ 2,859.03 | | | |
| 428 | JANITORIAL | 1MM38 | Cover,Seat,Pk5000 | GEORGIA PACIFIC CONSUMER PRODS | 47046 | $85.40 | $ 45.18 | | | |
| 429 | OTHER | 4LE50 | Cabinet,Modular Drawer | LISTA INT'L CORP | QS1350-50 | $1,964.00 | $ 1,451.78 | | | |
| 430 | SAFETY | 4EY88 | Kit,First Aid,Medium | NORTH SAFETY PRODUCTS | Z019702-0002L | $26.60 | $ 11.80 | | | |
| 431 | SAFETY | 1AGD7 | Hood,PAPR,White,Regular,PK 3 | 3M/OH&ES DIV | 50051138720884 | $127.15 | $ 73.98 | | | |
| 432 | TOOLS | 1GU83 | Impact Wrench,1 In Detent Dr,1400RPM,12A | MAKITA | TW1000 | $895.00 | $ 761.38 | | | |
| 433 | OTHER | 6KP32 | Paint,Marking,White | RUST-OLEUM CORP | 203030 | $4.88 | $ 2.59 | | | |
| 434 | TOOLS | 2AC17 | Recip Saw Blade,12 L,3/4 W,8-12 TPI,PK 5 | MILWAUKEE ELECTRIC TOOL CORPOR | 48-00-5094 | $29.65 | $ 13.23 | | | |
| 435 | HVAC & PNEUMATICS | 4WT32 | Evaporative Fan,36 In | PORT-A-COOL, LLC | PAC2K363S | $3,099.00 | $ 1,679.34 | | | |
| 436 | OTHER | 4LU51 | Combustion Analyzer | BACHARACH INC | 24-8342 | $3,834.00 | $ 2,031.73 | | | |
| 437 | OTHER | 4PA15 | Generator,6.2kw,Gas | BRIGGS & STRATTON | 30242 | $1,199.00 | $ 946.48 | | | |
| 438 | LIGHTING | 4PL15 | Lamp,F32t8/Sp41/Eco | GENERAL ELECTRIC LIGHTING | 25668 | $2.44 | $ 1.19 | | | |
| 439 | SAFETY | 4YF76 | Platform,Modular,2drum | EAGLE MFG CO | 1632 | $161.25 | $ 77.89 | | | |
| 440 | JANITORIAL | 4DB95 | Mat,Entrance,Charcoal | SUPERIOR MFG GROUP | 167S0035CH | $102.45 | $ 37.89 | | | |
| 441 | TOOLS | 2H023 | Bolt Cutter,36 In,9/16 In Cap | COOPER TOOLS - HAND TOOLS | 0390MC | $197.50 | $ 100.03 | | | |
| 442 | HVAC & PNEUMATICS | 1VXJ6 | PTAC,15000/14800 BtuH,230/208 V,9.5 EER | FRIEDRICH AIR COND. CO. | PDE15K5SD | $1,019.00 | $ 585.58 | | | |
| 443 | SAFETY | 6JD87 | Eye Wash Station | FEND ALL DBA SPERIAN PROTECTIO | 32-000230-0000 | $318.25 | $ 170.44 | | | |
| 444 | OTHER | 6Y878 | Analog Oil Meter | LINCOLN INDUSTRIAL | 877 | $483.00 | $ 234.61 | | | |
| 445 | TOOLS | 3WY80 | Cut Off Tool Metal,18v | BLACK & DECKER-TOOLS & ACCESSO | DC411KA | $285.00 | $ 219.92 | | | |
| 446 | LIGHTING | 1PDD3 | Linear Lamp,F32T8/XL/SPX41/H/CVG,24k Hr | GENERAL ELECTRIC LIGHTING | 00269 | $19.57 | $ 6.49 | | | |
| 447 | TOOLS | 1ZMK8 | Rolling Work Station,66 Wx46 H,12 Drawer | STANLEY PROTO GRP OF STANLEY W | J456646-12RD | $4,761.00 | $ 2,804.50 | | | |
| 448 | OTHER | 5M459 | Truck Jack | GRAINGER GLOBAL SOURCING | 5M459 | $1,217.00 | $ 603.00 | | | |
| 449 | OTHER | 4ZJ34 | Truck,Hand,650 Lb | GRAINGER GLOBAL SOURCING | 4ZJ34 | $464.50 | $ 179.36 | | | |
| 450 | OTHER | 4YX96 | Truck,Hand Pallet | GRAINGER GLOBAL SOURCING | 4YX96 | $867.00 | $ 372.17 | | | |
| 451 | OTHER | 4EB94 | Ratchet Binder,1/2 In | GRAINGER GLOBAL SOURCING | 4EB94 | $95.05 | $ 23.24 | | | |
| 452 | LIGHTING | 3BA32 | Fixture,Emergency Exit | ACUITY BRANDS LIGHTING INC. | 388066 | $88.65 | $ 35.95 | | | |
| 453 | JANITORIAL | 4TB85 | Vacuum,Wet/Dry,22 G | SHOP VAC CORP | 9530408 | $279.75 | $ 159.76 | | | |
| 454 | SAFETY | 5T405 | Gatorade, Lemon - Lime | QUAKER OATS COMPANY | 03969 | $4.52 | $ 2.89 | | | |
| 455 | JANITORIAL | 3JG99 | Towel,Cfold,Pk1440 | GEORGIA PACIFIC CONSUMER PRODS | 23000 | $45.30 | $ 23.63 | | | |
| 456 | SAFETY | 1WC93 | Radio 2frs,Pk2 | MOTOROLA INCORPORATED | T5500 | $84.35 | $ 55.85 | | | |
| 457 | SAFETY | 1HEH7 | Oil Pad,Heavy,35 Gal Sorbent,Pk100 | OIL-DRI CORPORATION OF | L90850G | $73.75 | $ 33.40 | | | |
| 458 | OTHER | 3KB51 | Machine,Stretch Wrap | HIGHLIGHT INDUSTRIES INC | 760065 | $6,655.00 | $ 5,520.48 | | | |
| 459 | TOOLS | 4WN48 | Hammer,Breaker | ROBERT BOSCH TOOL CORP. | 11304K | $1,689.00 | $ 1,520.10 | | | |
| 460 | OTHER | 4ZZ80 | Machine Mover,Pk2 | WESCO | 260095 | $2,846.00 | $ 1,851.58 | | | |
| 461 | OTHER | 1YMD6 | Jumbo Storage Cabinet,4 Shelves,Grey | TENNSCO CORP | J2478SUMGY | $616.00 | $ 376.49 | | | |
| 462 | TOOLS | 2GME4 | Pressing Tool,Cordless,For 1/2 To 4 In | RIDGE TOOL COMPANY | 27923 | $3,339.00 | $ 2,878.80 | | | |
| 463 | HVAC & PNEUMATICS | 2YU67 | HEATER,ELECTRIC,7.5 kW | GRAINGER GLOBAL SOURCING | 2YU67 | $795.50 | $ 358.01 | | | |
| 464 | OTHER | 6A217 | Strapping Cutter,For 3/4 In W Strap | COOPER TOOLS - HAND TOOLS | 0990T | $116.45 | $ 54.91 | | | |
| 465 | TOOLS | 1ATH5 | Drain Cleaning Machine,3/4 x 100Ft | RIDGE TOOL COMPANY | 42007 | $2,184.00 | $ 1,727.01 | | | |
| 466 | TOOLS | 2AHZ3 | Diamond Blade,14 In,Segmented,1In Arbor | MK DIAMOND PRODUCTS, INC. | 163931 | $257.75 | $ 142.35 | | | |
| 467 | JANITORIAL | 4CJ74 | Towel,Onefold,Pk 4000 | GEORGIA PACIFIC CONSUMER PRODS | 23980 | $64.70 | $ 34.16 | | | |
| 468 | JANITORIAL | 2LEF1 | Liquid Dish Detergent,1 qt | RAMSEY COMPANY | 4569376 | $6.01 | $ 2.33 | | | |
| 469 | LIGHTING | 5RV13 | Worklight Case,1200 W | GRAINGER GLOBAL SOURCING | 5RV13 | $160.00 | $ 108.07 | | | |
| 470 | SAFETY | 4A416 | Barrier Tape,Yellow | C.H. HANSON CO., THE | 16000 | $17.50 | $ 3.68 | | | |
| 471 | HVAC & PNEUMATICS | 1NNF6 | Air Compressor,120 V,2 HP,20 Gal Tank | GRAINGER GLOBAL SOURCING | 1NNF6 | $519.00 | $ 467.10 | | | |
| 472 | OTHER | 4ZT49 | Air Operated Grease Pump, 5 Gal | WEEMS INDUSTRIES INC LEGACY MF | L6000-GRA | $915.00 | $ 524.16 | | | |
| 473 | OTHER | 3MU89 | Process Calibrator Multimeter | FLUKE CORPORATION | FLUKE-789/MWG | $861.00 | $ 705.75 | | | |
| 474 | TOOLS | 4JA79 | Utility Knife,Retract | IRWIN INDUSTRIAL TOOL CO. | 2082200GR | $15.87 | $ 8.56 | | | |
| 475 | ELECTRICAL | 5W578 | Cord,Portable,250ft | GENERAL CABLE CORPORATION | W1380.15.01 | $280.00 | $ 114.64 | | | |
| 476 | HVAC & PNEUMATICS | 6E868 | A/C,Portable,10000btuh | DENSO SALES CALIFORNIA IN | CLASSIC 10 | $3,307.00 | $ 1,975.51 | | | |
| 477 | TOOLS | 2YA99 | Cordless Combination Kit, Volts 36.0 | BLACK & DECKER-TOOLS & ACCESSO | DCX6401 | $895.00 | $ 776.73 | | | |
| 478 | JANITORIAL | 1PKP7 | Foam Soap Dispenser,Gray,Size 1200ml | GOJO INDUSTRIES | 2740-12-B5P00 | $40.40 | $ 18.90 | | | |
| 479 | OTHER | 4EB18 | Multimeter,Digital,LCD | FLUKE CORPORATION | FLUKE-87-5/MWG | $412.50 | $ 328.50 | | | |
| 480 | OTHER | 6KD45 | Calibrator,Documenting,RS232 and HART | FLUKE CORPORATION | FLUKE-744/WWG | $6,174.00 | $ 5,143.71 | | | |
| 481 | TOOLS | 4ZA88 | Cordless Hammer Drill/Driver Kit,28.0 V | MILWAUKEE ELECTRIC TOOL CORPOR | 0724-24 | $475.00 | $ 427.50 | | | |
| 482 | LIGHTING | 1LEH2 | Hands Free Headlight,Xenon/LEDs,4 AA | PETZL AMERICA | E69 P | $149.35 | $ 69.45 | | | |
| 483 | TOOLS | 4LT64 | Vise,Heavy Duty,6 1/2 In,6 1/2 In Open | WMH TOOL GROUP, INC. | 63201 | $594.00 | $ 312.43 | | | |
| 484 | OTHER | 1LXF6 | Bulk Storage Rack,Starter,NSF,72Wx24D | EDSAL MANUFACTURING COMPANY | ERX722472S | $304.00 | $ 183.46 | | | |
| 485 | TOOLS | 2AHZ2 | Diamond Blade,12 In,Segmented,1In Arbor | MK DIAMOND PRODUCTS, INC. | 163930 | $205.00 | $ 120.05 | | | |
| 486 | OTHER | 5NP21 | Truck,Pallet | GRAINGER GLOBAL SOURCING | 5NP21 | $917.00 | $ 454.09 | | | |
| 487 | TOOLS | 4BU70 | Impact Wrench1/2in18v | BLACK & DECKER-TOOLS & ACCESSO | DW059K-2 | $365.00 | $ 313.85 | | | |
| 488 | HVAC & PNEUMATICS | 2ATV4 | Air Circulator,Mobile,48 In,115 V | GREENHECK FAN CORPORATION | 2ATV4 | $1,193.00 | $ 683.29 | | | |
| 489 | OTHER | 4UR39 | Truck,Utility | RUBBERMAID COMMERCIAL PRODUCTS | 471600GRAY | $734.00 | $ 278.15 | | | |
| 490 | LIGHTING | 1GC97 | Exit Sign,Led,120/277V,0.72W,Green | ACUITY BRANDS LIGHTING INC. | 388073 | $92.95 | $ 37.20 | | | |

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 491 | HVAC & PNEUMATICS | 4DA35 | Fan,Table,12 In,3 Spd | LASKO METAL PRODUCTS | 9102 | $42.99 | $ 24.23 | | | |
| 492 | SAFETY | 4WX15 | Glove,Nitrile,Palm Coated,Size 8,Pr | ANSELL PROTECTIVE PRODUCTS INC | 205571 | $5.83 | $ 2.94 | | | |
| 493 | OTHER | 1UBT1 | Extra Wide Modular Cabinet,7 Drawers | STANLEY WORKS DBA STANLEY VIDM | RP3545AL | $3,280.00 | $ 2,091.96 | | | |
| 494 | SAFETY | 4R983 | Eye Wash Station,15 G | BRADLEY FIXTURES CORP. | S19-788GR | $1,298.00 | $ 777.29 | | | |
| 495 | OTHER | 3LE86 | Portable Power Source,12/24v | GRAINGER GLOBAL SOURCING | 3LE86 | $348.00 | $ 275.24 | | | |
| 496 | SAFETY | 3ZC47 | Water Cooler,10 G | IGLOO PRODUCTS CORP. | 4101 | $85.50 | $ 42.64 | | | |
| 497 | TOOLS | 1ART8 | Torque Multiplier | STANLEY PROTO GRP OF STANLEY W | J6232 | $2,602.00 | $ 1,442.79 | | | |
| 498 | OTHER | 4XZ55 | Lift,Personnel,OAL52.5In,Work H21Ft,DC | JLG INDUSTRIES INC | 15AMI-DC | $6,500.00 | $ 5,566.89 | | | |
| 499 | SAFETY | 3AF98 | Can,Safety,2 Type,5 G | JUSTRITE MFG. COMPANY LLC | 10821 | $111.50 | $ 44.30 | | | |
| 500 | JANITORIAL | 4TB93 | Filter,Cartridge,Hepa | SHOP VAC CORP | 9197208 | $42.95 | $ 23.05 | | | |
| 501 | TOOLS | 4CR41 | Plier,Tongue/Groove,12 In | CHANNELLOCK, INC. | 440 | $20.84 | $ 11.21 | | | |
| 502 | SAFETY | 6WU88 | Arc Flash Kit,40 Cal,L | SALISBURY ELECTRICAL SAFETY LL | SK40-L | $1,122.00 | $ 547.33 | | | |
| 503 | OTHER | 3UU96 | Gate,Adjustable,Safety | MATERIAL CONTROL INC DBA COTTE | AG2440Z | $335.50 | $ 181.46 | | | |
| 504 | OTHER | 3W668 | Parking Curb/Car Stop,Gray | VESTIL MANUFACTURING CORPORATI | CS-33-G | $57.25 | $ 38.30 | | | |
| 505 | HVAC & PNEUMATICS | 6B924 | Pleated Filter,24x24x2 | FILTRATION GROUP,INC | 13224242 | $15.42 | $ 4.55 | | | |
| 506 | SAFETY | 6YG04 | Water Cooler,2 G | IGLOO PRODUCTS CORP. | 421 | $32.85 | $ 17.61 | | | |
| 507 | OTHER | 4GU58 | Shovel,Trench 5x10 In | AMES TRUE TEMPER CO. | 1576100 | $40.60 | $ 20.71 | | | |
| 508 | JANITORIAL | 1RM75 | Pressure Washer | MI-T-M CORPORATION | GC-4003-3MGH | $3,005.00 | $ 1,826.70 | | | |
| 509 | OTHER | 5ZH11 | Cabinet,8 Shelves | STRONGHOLD PROD DIV FABRIC MTL | 66-DS-248 | $1,365.00 | $ 1,142.18 | | | |
| 510 | OTHER | 4YJ58 | Coffee Brewer | WELLS BLOOMFIELD DIV OF CCR, I | 8572 | $882.50 | $ 566.30 | | | |
| 511 | HVAC & PNEUMATICS | 2LY96 | Air Circulator,20 In | GRAINGER GLOBAL SOURCING | 2LY96 | $237.00 | $ 146.36 | | | |
| 512 | LIGHTING | 3LE31 | Ballast,HID Core/Coil | PHILIPS LIGHTING ELECTRONICS N | 71A5292-001D | $199.75 | $ 47.14 | | | |
| 513 | OTHER | 1F161 | Tape,2 In Width | 3M TAPE DIVISION | 00051115068201 | $11.84 | $ 6.79 | | | |
| 514 | TOOLS | 2KUX3 | Power Cutter,14 In,9350 RPM,HP 5.6 | MAKITA | DPC7321X1 | $895.00 | $ 805.50 | | | |
| 515 | JANITORIAL | 2U428 | Cleaner/Polish,21 Oz Net Weight | 3M HOME & COMMERCIAL CARE | 50048011140020 | $15.73 | $ 7.60 | | | |
| 516 | HVAC & PNEUMATICS | 2MA11 | Air Circulator,24 In,115 V,4950 CFM | GRAINGER GLOBAL SOURCING | 2MA11 | $270.00 | $ 130.53 | | | |
| 517 | JANITORIAL | 3UP39 | Cleaner/Degreaser,55 G | SUNSHINE MAKERS INC | 19055 | $763.00 | $ 451.54 | | | |
| 518 | OTHER | 6JJ83 | Ladder,Fg,8Ft,Spec Duty,Spread 54 3/4In | NEW WERNER HOLDING CO., INC. | 7308 | $229.75 | $ 122.25 | | | |
| 519 | OTHER | 5A410 | Wrap,Stretch,18 In | INTERTAPE POLYMER CORP. | HR2031800-WG | $24.99 | $ 13.82 | | | |
| 520 | LIGHTING | 3A531 | Core/Coil Ballast Kit,175 W Lamp | PHILIPS LIGHTING ELECTRONICS N | 71A5570001D/94 | $118.60 | $ 36.38 | | | |
| 521 | OTHER | 4WM12 | Hoe,Garden | AMES TRUE TEMPER CO. | 1846400 | $38.95 | $ 21.45 | | | |
| 522 | OTHER | 2ZB46 | Infrared Thermometer With Laser Sighting | GRAINGER GLOBAL SOURCING | 2ZB46 | $99.00 | $ 29.00 | | | |
| 523 | LIGHTING | 2C638 | Lamp,120 W,Evv,T4 Bulb | GENERAL ELECTRIC LIGHTING | 10099 | $43.50 | $ 17.88 | | | |
| 524 | LIGHTING | 1E026 | Lamp,360 W,Enx-5,86 V | GENERAL ELECTRIC LIGHTING | 19475 | $30.55 | $ 6.74 | | | |
| 525 | TOOLS | 5TB85 | Sander/Grinder,4.5 In | BLACK & DECKER-TOOLS & ACCESSO | D28402 | $99.00 | $ 86.30 | | | |
| 526 | LIGHTING | 2ETR9 | Fluorescent Lamp,T8,F32T8/25W/SPX50/ECO | GENERAL ELECTRIC LIGHTING | 72131 | $6.98 | $ 2.82 | | | |
| 527 | JANITORIAL | 1D259 | Degreaser,20 Oz | CRC INDUSTRIES INC | 03180 | $10.00 | $ 4.10 | | | |
| 528 | HVAC & PNEUMATICS | 4E668 | Thermostat,Pneumatic | SIEMENS HVAC PRODUCTS DIVISION | 4E668 | $88.80 | $ 42.56 | | | |
| 529 | OTHER | 1EVC7 | Multimeter and Software Kit | FLUKE CORPORATION | FLUKE-289/FVF | $649.00 | $ 546.95 | | | |
| 530 | OTHER | 6YY21 | Abrasive Blast Cabinet | ECONOLINE MFG., INC. | 101697WD-A | $5,081.00 | $ 3,679.76 | | | |
| 531 | SAFETY | 5T498 | Blanket,Wall | INDUSTRIAL NOISE CONTROL | 110 | $182.00 | $ 101.89 | | | |
| 532 | JANITORIAL | 1VAG2 | Hand Scratch Brush,PK 5 | GRAINGER GLOBAL SOURCING | 1VAG2 | $17.82 | $ 4.68 | | | |
| 533 | JANITORIAL | 1YPC1 | Trash Can Liner,38 x 58 In,PK 50 | BERRY PLASTICS HOLDING CORPORA | MX-54860MB | $76.45 | $ 22.41 | | | |
| 534 | TOOLS | 3VY49 | Socket Set,99pc | STANLEY PROTO GRP OF STANLEY W | 9786 | $168.25 | $ 118.56 | | | |
| 535 | FASTENERS | 1HY56 | Rod Coupling Nut,18-8 SS,7/8-9 | COUPLING NUT SUPPLY | 250244BG | $21.59 | $ 13.41 | | | |
| 536 | TOOLS | 1VK69 | BATTERY,FAN COOLED,24V | BLACK & DECKER-TOOLS & ACCESSO | DW0242 | $152.75 | $ 125.40 | | | |
| 537 | HVAC & PNEUMATICS | 6W746 | Honeycomb Filter,Carbon,24x24x2 | FILTRATION GROUP,INC | 20206P | $48.00 | $ 25.99 | | | |
| 538 | TOOLS | 1EZ24 | SDS Max Rotary Hammer Drill,11.5 A,120V | BLACK & DECKER-TOOLS & ACCESSO | D25600K | $625.00 | $ 562.50 | | | |
| 539 | OTHER | 1LZD6 | Bulk Storage Rack,Add On,Width 48 In | LYON WORKSPACE PRODUCTS | DD67111R | $428.75 | $ 250.13 | | | |
| 540 | OTHER | 5YB28 | Thermometer, Infrared | FLUKE CORPORATION | FLUKE-572/MWG | $877.50 | $ 733.25 | | | |
| 541 | OTHER | 2P352 | Pump,Sump,1/6 HP | FRANKLIN ELEC WATER TRANS SYS | 505902 | $115.50 | $ 61.55 | | | |
| 542 | OTHER | 4LE52 | Cabinet,Modular Drawer | LISTA INT'L CORP | QS1350-52 | $2,810.00 | $ 1,943.04 | | | |
| 543 | OTHER | 4LE53 | Sliding Door Shelf Cabinet,1 Adj Shelf | LISTA INT'L CORP | QSSD900-53 | $1,098.00 | $ 853.44 | | | |
| 544 | TOOLS | 4NV37 | Water Jetter,3000 PSI | RIDGE TOOL COMPANY | 64882 | $5,673.00 | $ 4,465.10 | | | |
| 545 | OTHER | 4ZD58 | Positioner,Pallet | BISHAMON INDUSTRIES | EZ-45 | $2,790.00 | $ 1,709.64 | | | |
| 546 | LIGHTING | 5YB74 | Emergency Exit Sign | ACUITY BRANDS LIGHTING INC. | 144R3Y | $217.50 | $ 101.88 | | | |
| 547 | OTHER | 1WG32 | Sq Point Shovel,48 In Handle | GRAINGER GLOBAL SOURCING | 1WG32 | $27.50 | $ 14.50 | | | |
| 548 | PLUMBING | 2KLD7 | Water Cooler,8 GPH,SS,27 1/4 In H | HALSEY TAYLOR | 8740082083_99 | $980.00 | $ 579.26 | | | |
| 549 | LIGHTING | 5LE21 | Battery,D,1.5v,Pk12 | DURACELL | PC1300 | $16.09 | $ 7.13 | | | |
| 550 | OTHER | 5AA10 | Ladder,Fg,6Ft,Non Cond,Spread 25In | ALUMINUM LADDER COMPANY | P100H-06-HDC | $675.50 | $ 542.09 | | | |
| 551 | OTHER | 1LZK7 | Abrasive Sheet,9x11,120 Grit,A511,PK 100 | SAINT-GOBAIN ABRASIVES, INC. | 66261101495 | $43.45 | $ 29.24 | | | |
| 552 | LIGHTING | 1XWJ6 | Ballast,Electronic,Twin Tube,3 Lamp | PHILIPS LIGHTING ELECTRONICS N | ICN3TTP40SC | $81.40 | $ 32.35 | | | |
| 553 | OTHER | 4VV64 | Pump,Engine Driven | GRAINGER GLOBAL SOURCING | 4VV64 | $730.50 | $ 425.19 | | | |
| 554 | SAFETY | 3KY54 | Door,Metal,St Door | CECO DOOR PRODUCTS | DQD1407X | $545.00 | $ 306.61 | | | |
| 555 | OTHER | 1HLV6 | Adjustable Twist Nozzle,Solid Brass | GRAINGER GLOBAL SOURCING | 1HLV6 | $10.84 | $ 4.12 | | | |
| 556 | HVAC & PNEUMATICS | 5NF17 | Heater,Washdown Unit | MARLEY ENGINEERED PRODUCT | JUW500483TLS | $2,527.00 | $ 1,293.10 | | | |
| 557 | OTHER | 5W850 | Bin Box,Plastic,Blue | AKRO MILS INC | 30-184BLUE | $9.59 | $ 3.79 | | | |
| 558 | HVAC & PNEUMATICS | 4WT31 | Evaporative Fan,36 In | PORT-A-COOL, LLC | PAC2K361S | $2,851.00 | $ 1,530.46 | | | |
| 559 | OTHER | 3ZF09 | Insect Killer,120 Watt | FLOWTRON OUTDOOR PRODUCTS | FC7800B | $315.00 | $ 190.79 | | | |
| 560 | OTHER | 4LV43 | Bulb,Blacklight,40 W | FLOWTRON OUTDOOR PRODUCTS | BF130 | $33.50 | $ 18.30 | | | |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 561 | OTHER | 4ZD33 | Dump Truck | VESTIL MANUFACTURING CORPORATI | P-HOP-1 | $650.50 | $ 604.41 | | | |
| 562 | JANITORIAL | 3WB81 | Pressure Washer | MI-T-M CORPORATION | GH-3004-0EGH | $5,448.00 | $ 2,847.20 | | | |
| 563 | OTHER | 5NY99 | Canopy Shelter | POWELL & POWELL SUPPLY COMPANY | FSSHST10WH | $169.00 | $ 110.21 | | | |
| 564 | JANITORIAL | 1TDK1 | Hot Water Pressure Washer,Gas,4000 PSI | MI-T-M CORPORATION | GH-4004-0MAH | $7,899.00 | $ 5,623.23 | | | |
| 565 | TOOLS | 2AEW7 | Lithium Ion Battery/Charger Kit,120 Volt | BLACK & DECKER-TOOLS & ACCESSO | DC9180C | $195.00 | $ 175.50 | | | |
| 566 | TOOLS | 6A540 | Socket Set,Std,3/4 Dr,12 Pt,29 Pc | STANLEY PROTO GRP OF STANLEY W | J55104 | $1,230.00 | $ 691.10 | | | |
| 567 | JANITORIAL | 4WK27 | Stripper,Floor,2 L | 3M HOME & COMMERCIAL CARE | 50048011235559 | $73.75 | $ 39.61 | | | |
| 568 | HVAC & PNEUMATICS | 6B619 | Air Filter,HEPA,95,24x24x11 1/2 | FILTRATION GROUP,INC | 6B619 | $337.25 | $ 143.53 | | | |
| 569 | SAFETY | 4JY29 | Glove,Nitrile,4 Mil,Black,XL,Pk50 | BEST MANUFACTURING CO | 7700PFTXL | $9.05 | $ 4.80 | | | |
| 570 | JANITORIAL | 3WE63 | Blower,Carpet,1hp,115v | MINUTEMAN INTERNATIONAL, INC. | C42000-01 | $382.50 | $ 145.24 | | | |
| 571 | HVAC & PNEUMATICS | 4L977 | Compressor,Air,5.0 HP | INGERSOLL-RAND AIR SOLUTIONS | 32499600 | $1,456.00 | $ 1,133.58 | | | |
| 572 | OTHER | 5ZZ20 | Wrap,Stretch,18 In | INTERTAPE POLYMER CORP. | HH-2031800-WG | $24.56 | $ 11.09 | | | |
| 573 | HVAC & PNEUMATICS | 2XY66 | Window A/C,23,5/23,0 MBtuH,230/208 V | FRIEDRICH AIR COND. CO. | EM24 | $1,418.00 | $ 893.14 | | | |
| 574 | OTHER | 2P561 | Hose,Water, Contractor Duty | TEKNI PLEX DBA COLORITE PLASTI | 39378 | $30.50 | $ 18.91 | | | |
| 575 | OTHER | 4HE36 | Locker, Assembled | HALLOWELL, DIV LIST INDUSTRIES | U3288-6A-PT | $755.00 | $ 352.46 | | | |
| 576 | LIGHTING | 4WT08 | Battery,1.5 V,C,Pk12 | SPECTRUM BRANDS, INC DBA RAYOV | ALC-12 | $13.63 | $ 6.05 | | | |
| 577 | JANITORIAL | 2CXX8 | Vehicle Wash,55 Gal | CP INDUSTRIES | CTS055LI-GR | $553.00 | $ 196.46 | | | |
| 578 | OTHER | 4W298 | Cabinet,36wx24dx78h | TENNSCO CORP | 2470 BLACK | $419.25 | $ 223.81 | | | |
| 579 | OTHER | 4TY45 | Concrete Repair,8.4 Oz | 3M ADHESIVES DIVISION | 00021200955968 | $33.00 | $ 22.91 | | | |
| 580 | HVAC & PNEUMATICS | 3JR83 | Compressor,Air | CAMPBELL HAUSFELD/SCOTT FETZER | 3JR83 | $1,815.00 | $ 1,150.31 | | | |
| 581 | HVAC & PNEUMATICS | 4DA36 | Fan,Table,16 In,3 Spd | LASKO METAL PRODUCTS | 9106 | $52.15 | $ 28.23 | | | |
| 582 | HVAC & PNEUMATICS | 4HA14 | Evaporative Fan,24 In | PORT-A-COOL, LLC | PAC2K24HPVS | $2,355.00 | $ 1,420.46 | | | |
| 583 | TOOLS | 3RY43 | Machine,Pipe Threading | RIDGE TOOL COMPANY | 93287 | $6,681.00 | $ 5,141.54 | | | |
| 584 | SAFETY | 1EKT4 | Folding,Barricade,Type 2,Orange Sheeting | CORTINA TOOL & MOLDING CO DBA | 97-01-002G | $111.05 | $ 39.89 | | | |
| 585 | OTHER | 4GU57 | Shovel,Trench 4x10 In | AMES TRUE TEMPER CO. | 1576000 | $38.55 | $ 20.68 | | | |
| 586 | OTHER | 3W183 | Ladder,Fg,10Ft,Extra HD,Spread 65 7/8In | NEW WERNER HOLDING CO., INC. | 6210 | $271.00 | $ 137.28 | | | |
| 587 | SAFETY | 3MU69 | Printer,Multicolor | BRADY WORLDWIDE, INC. | 76800 | $4,694.00 | $ 3,235.81 | | | |
| 588 | ELECTRICAL | 3W475 | Cable,Flexible,250ft | GENERAL CABLE CORPORATION | W2042.85.05 | $611.00 | $ 211.18 | | | |
| 589 | TOOLS | 6A652 | Pipe Wrench,Straight,18 In,Aluminum | RIDGE TOOL COMPANY | 31100 | $67.45 | $ 50.96 | | | |
| 590 | ELECTRICAL | 3ZK61 | Cord,Portable,250ft | GENERAL CABLE CORPORATION | W1383.85.01 | $425.25 | $ 170.93 | | | |
| 591 | ELECTRICAL | 2XB97 | Receptacle,GFCI,20 Amp,120 V,5-20R,Test | HUBBELL WIRING DEVICE | GFST20W | $47.70 | $ 22.53 | | | |
| 592 | OTHER | 4HK57 | Insect Killer,19 Oz Net Weight | JOHNSON DIVERSEY, INC. | 94892 | $13.15 | $ 5.80 | | | |
| 593 | OTHER | 4LA47 | Load Hugger,WLL3300Lb,U-Hook | LIFTALL | 26422 | $53.10 | $ 12.04 | | | |
| 594 | OTHER | 6WY64 | Centrifugal Pump,Air Operated,3 Inch | WARREN RUPP | SMA3, 6AM1. | $2,475.00 | $ 1,647.59 | | | |
| 595 | SAFETY | 2W429 | Can,Safety,1 Type,2 G | EAGLE MFG CO | UI-20S | $45.00 | $ 21.40 | | | |
| 596 | HVAC & PNEUMATICS | 2HPC3 | Portable Air Cleaner,HEPA,39/79/118 CFM | GRAINGER GLOBAL SOURCING | 2HPC3 | $339.00 | $ 151.91 | | | |
| 597 | TOOLS | 6A853 | Pipe Wrench,Straight,24 In,Aluminum | RIDGE TOOL COMPANY | 31105 | $107.85 | $ 81.39 | | | |
| 598 | SAFETY | 1UFG2 | Manhole Utility Shelter,Economy Umbrella | ALLEGRO INDUSTRIES | 9403-01 | $180.75 | $ 116.95 | | | |
| 599 | HVAC & PNEUMATICS | 1RKU2 | HEATER,SPACE,30 KW | GRAINGER GLOBAL SOURCING | 1RKU2 | $1,441.00 | $ 896.79 | | | |
| 600 | HVAC & PNEUMATICS | 1ZNA4 | Suction Hose,3 In ID x 50 Ft,45 PSI Max | ALLIANCE HOSE AND RUBBER CO. | GH300-50CE-G | $569.50 | $ 278.48 | | | |
| 601 | OTHER | 1T8G2 | Metal Urethane,Gal,Gray Primer | RUST-OLEUM CORP | 238755 | $64.75 | $ 35.64 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 602 | OTHER | 1T8F3 | Metal Urethane,Gal,Safety Red,Semi-Gloss, | RUST-OLEUM CORP | 210475 | $75.55 | $ 41.41 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 603 | JANITORIAL | 1YNU4 | Floor Cleaner,5 G | BONAKEMI USA, INC | WM700055159 | $315.50 | $ 179.91 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 604 | OTHER | 1T8G1 | Metal Urethane,Gal,Navy Gray,Gloss | RUST-OLEUM CORP | 238754 | $69.00 | $ 37.80 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 605 | JANITORIAL | 2NY11 | Glass Cleaner,1 G,Pk2 | RAMSEY COMPANY | 4170429 | $114.95 | $ 53.25 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 606 | LIGHTING | 5XN46 | Lamp,El23/R25/Sw,23 W | GENERAL ELECTRIC LIGHTING | 25418 | $51.75 | $ 26.40 | YES | Energy Star | Energy Efficiency |
| 607 | JANITORIAL | 1YNT9 | Floor Finish,1 G | BONAKEMI USA, INC | WT130318001 | $87.50 | $ 45.90 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 608 | JANITORIAL | 2NY12 | Cleaner,1.5l,Pk2 | RAMSEY COMPANY | 3737681 | $82.90 | $ 34.45 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 609 | OTHER | 4CY35 | Paint,Classic Gray,1g | RUST-OLEUM CORP | 208072 | $51.75 | $ 27.89 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 610 | JANITORIAL | 1VG49 | Cleaner,Floor,5 G | RAMSEY COMPANY | 6068520 | $71.80 | $ 35.49 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 611 | POWER TRANSMISSION & MOTORS | 1XTU4 | Motor,3-Ph,2,1755,208-230/460,Eff 86.5 | WEG ELECTRIC MOTORS CORP. | 00218ET3E145TC | $414.75 | $ 202.40 | YES | NEMA Premium | Energy Efficiency |
| 612 | HVAC & PNEUMATICS | 1WZF6 | Pipe Insulation,Unslit,ID 1 1/8 In | NOMACO K.FLEX | 6RX100118 | $13.83 | $ 7.78 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 613 | HVAC & PNEUMATICS | 1WZF7 | Pipe Insulation,Unslit,ID 1 3/8 In | NOMACO K.FLEX | 6RX100138 | $16.09 | $ 9.04 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 614 | HVAC & PNEUMATICS | 1WZG2 | Pipe Insulation,Unslit,ID 2 3/8 In | NOMACO K.FLEX | 6RX100238 | $29.45 | $ 15.85 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 615 | JANITORIAL | 1YNV8 | Floor Finish,1 G | BONAKEMI USA, INC | WP500318001 | $78.85 | $ 41.76 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 616 | OTHER | 4CY36 | Paint,Light Gray,1g | RUST-OLEUM CORP | 208074 | $54.00 | $ 27.90 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 617 | OTHER | 4CY33 | Paint,Safety Yellow,1g | RUST-OLEUM CORP | 208068 | $115.40 | $ 56.38 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 618 | LIGHTING | 4ZY23 | Lamp,Fle15ht3/2/841 | GENERAL ELECTRIC LIGHTING | 25183 | $5.79 | $ 3.29 | YES | Energy Star | Energy Efficiency |
| 619 | HVAC & PNEUMATICS | 2CKE3 | Pipe Insulation,Semi-Slit,2 7/8 In,6 Ft | NOMACO, INC. | 6XE100278 | $21.66 | $ 10.49 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 620 | JANITORIAL | 4NGV6 | Paper Towel,White,PK 2600 | GEORGIA PACIFIC CONSUMER PRODS | 20885 | $49.00 | $ 26.59 | YES | EcoLogo | Waste Reduction |
| 621 | HVAC & PNEUMATICS | 6C509 | Exhaust Fan Kit,4 In | FANTECH, INC. | PB100 | $217.25 | $ 118.19 | YES | Energy Star | Energy Efficiency |
| 622 | JANITORIAL | 4TE17 | Tissue,Bath,Roll,Pk80 | GEORGIA PACIFIC CONSUMER PRODS | 19880-01 | $92.80 | $ 46.00 | YES | EcoLogo | Waste Reduction |
| 623 | POWER TRANSMISSION & MOTORS | 1XTU3 | Motor,3-Ph,1.5,1765,208-230/460,Eff 86.5 | WEG ELECTRIC MOTORS CORP. | 00158ET3E145TC | $394.00 | $ 192.43 | YES | NEMA Premium | Energy Efficiency |
| 624 | OTHER | 1T8F2 | Metal Urethane,Gal,Safety Yellow | RUST-OLEUM CORP | 210477 | $75.55 | $ 41.41 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 625 | HVAC & PNEUMATICS | 1WZG3 | Pipe Insulation,Unslit,ID 2 5/8 In | NOMACO K.FLEX | 6RX100258 | $32.00 | $ 17.93 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 626 | OTHER | 4CY34 | Paint,Gloss Black,1g | RUST-OLEUM CORP | 208070 | $51.75 | $ 27.85 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 627 | JANITORIAL | 1YNU2 | Floor Cleaner,32 Oz | BONAKEMI USA, INC | WM700051153 | $24.79 | $ 12.11 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 628 | HVAC & PNEUMATICS | 1WZN2 | Pipe Insulation,Aluminum Cladding | NOMACO K.FLEX | 6RYL100068AL | $20.85 | $ 9.98 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 629 | OTHER | 4CY37 | Paint,Tile Red,1g | RUST-OLEUM CORP | 208076 | $51.75 | $ 27.83 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 630 | OTHER | 4KK08 | Chair,Stackable,Black,31 1/2Hx19 1/4W | KRUEGER INTERNATIONAL, INC. | MS/CH/BL | $80.30 | $ 48.79 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |

# Exhibit 1 - Core List

GRAINGER

| Line # | CATEGORY | GRAINGER MAETERIAL | DESCRIPTION | BRAND NAME | BRAND NAME PART NUMBER | GRAINGER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|---|---|---|---|---|---|---|---|---|---|---|
| 631 | JANITORIAL | 2GVN8 | Carpet Cleaner,1G,PK 2 | SUNSHINE MAKERS INC | 11201 | $60.30 | $ 24.58 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 632 | OTHER | 4GY39 | Paint,Satic Clear,1g | RUST-OLEUM CORP | 208084 | $51.75 | $ 27.79 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 633 | HVAC & PNEUMATICS | 1WZL9 | Pipe Insulation,Aluminum Cladding | NOMACO K.FLEX | 6RYL048218AL | $32.55 | $ 15.51 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 634 | HVAC & PNEUMATICS | 1WZG4 | Pipe Insulation,Unslit,ID 2 7/8 In | NOMACO K.FLEX | 6RX100278 | $38.45 | $ 20.71 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 635 | LIGHTING | 3HCX7 | Electronic Ballast,T8,Instant,120-277V | PHILIPS LIGHTING ELECTRONICS N | IOPA4P32LWSC | $44.15 | $ 13.11 | YES | NEMA Premium, CEE | Energy Efficiency |
| 636 | JANITORIAL | 4KT77 | Tissue,Bath,Roll,Pk6 | GEORGIA PACIFIC CONSUMER PRODS | 13102 | $100.80 | $ 39.76 | YES | EcoLogo | Waste Reduction |
| 637 | POWER TRANSMISSION & MOTORS | 1XTV6 | Motor,3-Ph,1.5,3430,208-230/460,Eff 85.5 | WEG ELECTRIC MOTORS CORP. | 00156OT3EN143T | $318.00 | $ 137.85 | YES | NEMA Premium | Energy Efficiency |
| 638 | LIGHTING | 1FEV5 | Electronic Ballast,Programmed Start | PHILIPS LIGHTING ELECTRONICS N | IOP3S32SC | $55.75 | $ 18.89 | YES | NEMA Premium | Energy Efficiency |
| 639 | JANITORIAL | 1YNU1 | Floor Finish,1 G | BONAKEMI USA, INC | WT130618001 | $87.50 | $ 45.90 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 640 | HVAC & PNEUMATICS | 1WZG7 | Pipe Insulation,Unslit,ID 3 5/8 In | NOMACO K.FLEX | 6RX100358 | $44.05 | $ 23.79 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 641 | LIGHTING | 3HCX3 | Electronic Ballast,T8,Instant,120-277V | PHILIPS LIGHTING ELECTRONICS N | IOPA2P32LWSC | $39.50 | $ 10.89 | YES | NEMA Premium, CEE | Energy Efficiency |
| 642 | JANITORIAL | 4TH42 | Coreless Bath Tissue,PK36 | GEORGIA PACIFIC CONSUMER PRODS | 19375 | $113.50 | $ 56.50 | YES | EcoLogo | Waste Reduction |
| 643 | OTHER | 1TBF8 | Metal Urethane,Gal,White,Semi-Gloss | RUST-OLEUM CORP | 238752 | $69.00 | $ 37.85 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 644 | HVAC & PNEUMATICS | 2CKP2 | Pipe Insulation,Seam-Seal,2 1/8 In,6 Ft | NOMACO, INC. | 6XP100218 | $20.84 | $ 9.14 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 645 | JANITORIAL | 1VG50 | Cleaner,Floor,1 G | RAMSEY COMPANY | 6068110 | $19.20 | $ 8.46 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 646 | HVAC & PNEUMATICS | 1WZL8 | Pipe Insulation,Aluminum Cladding | NOMACO K.FLEX | 6RYL048200AL | $31.25 | $ 14.91 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 647 | LIGHTING | 3HCX5 | Electronic Ballast,T8,Instant,120-277V | PHILIPS LIGHTING ELECTRONICS N | IOPA3P32LWSC | $44.15 | $ 12.00 | YES | NEMA Premium, CEE | Energy Efficiency |
| 648 | POWER TRANSMISSION & MOTORS | 1XTV7 | Motor,3-Ph,1.5,1730,208-230/460,Eff 86.5 | WEG ELECTRIC MOTORS CORP. | 00158OT3EN145T | $268.00 | $ 140.04 | YES | NEMA Premium | Energy Efficiency |
| 649 | LIGHTING | 1FEV7 | Electronic Ballast,Programmed Start | PHILIPS LIGHTING ELECTRONICS N | IOP2S32LWSC | $46.45 | $ 14.44 | YES | NEMA Premium | Energy Efficiency |
| 650 | OTHER | 4CY40 | Activator,No Voc,1g | RUST-OLEUM CORP | 208086 | $47.45 | $ 24.03 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 651 | LIGHTING | 3HCX1 | Electronic Ballast,T8,Instant,120-277V | PHILIPS LIGHTING ELECTRONICS N | IOPA1P32LWSC | $39.50 | $ 10.89 | YES | NEMA Premium, CEE | Energy Efficiency |
| 652 | HVAC & PNEUMATICS | 1WZF9 | Pipe Insulation,Unslit,ID 2 In | NOMACO K.FLEX | 6RX100200 | $21.14 | $ 11.89 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 653 | JANITORIAL | 2NY10 | Glass Cleaner,Dilution Control,2 L | RAMSEY COMPANY | 4170437 | $32.05 | $ 15.06 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 654 | POWER TRANSMISSION & MOTORS | 1XTJ8 | Motor,3-Ph,1 HP,1765,208-230/460,Eff85.5 | WEG ELECTRIC MOTORS CORP. | 00118ET3E143T | $326.00 | $ 170.80 | YES | NEMA Premium | Energy Efficiency |
| 655 | LIGHTING | 1FEV9 | Electronic Ballast,Programmed Start | PHILIPS LIGHTING ELECTRONICS N | IOP4S32LWSC | $54.00 | $ 20.00 | YES | NEMA Premium | Energy Efficiency |
| 656 | JANITORIAL | 4ZA81 | Disposable Wiper,Pk600 | GEORGIA PACIFIC CONSUMER PRODS | 29922 | $58.35 | $ 26.69 | YES | EcoLogo | Waste Reduction |
| 657 | OTHER | 3XH48 | Adhesive,Contact,1 Qt | 3M ADHESIVES DIVISION | 00021200211850 | $29.55 | $ 18.48 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 658 | JANITORIAL | 1YNU3 | Floor Cleaner,1 G | BONAKEMI USA, INC | WM700018158 | $79.95 | $ 42.41 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 659 | HVAC & PNEUMATICS | 1WZL2 | Pipe Insulation,Aluminum Cladding | NOMACO K.FLEX | 6RYL048058AL | $19.01 | $ 9.08 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 660 | HVAC & PNEUMATICS | 1WZG8 | Pipe Insulation,Unslit,ID 4 1/8 In | NOMACO K.FLEX | 6RX100418 | $49.95 | $ 28.09 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 661 | HVAC & PNEUMATICS | 1WZF8 | Pipe Insulation,Unslit,ID 1 5/8 In | NOMACO K.FLEX | 6RX100158 | $18.18 | $ 10.23 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 662 | POWER TRANSMISSION & MOTORS | 1XTU8 | Motor,3-Ph,5,1755,208-230/460,Eff 89.5 | WEG ELECTRIC MOTORS CORP. | 00518ET3E184TC | $590.00 | $ 290.25 | YES | NEMA Premium | Energy Efficiency |
| 663 | HVAC & PNEUMATICS | 4YM45 | Fan,Duct,8 In | FANTECH, INC. | FG8XL | $345.25 | $ 162.59 | YES | Energy Star | Energy Efficiency |
| 664 | HVAC & PNEUMATICS | 1WZN1 | Pipe Insulation,Aluminum Cladding | NOMACO K.FLEX | 6RYL100058AL | $19.67 | $ 9.40 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 665 | HVAC & PNEUMATICS | 1WZG1 | Pipe Insulation,Unslit,ID 2 1/8 In | NOMACO K.FLEX | 6RX100218 | $22.40 | $ 12.59 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 666 | LIGHTING | 1THY5 | Decorative Fluorescent Fixture,120V | ACUITY BRANDS LIGHTING INC. | 761151 | $157.50 | $ 94.74 | YES | Energy Star | Energy Efficiency |
| 667 | JANITORIAL | 1YNT6 | Floor Finish,1 G | BONAKEMI USA, INC | WT150618076 | $174.00 | $ 89.58 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 668 | HVAC & PNEUMATICS | 1WZN3 | Pipe Insulation,Aluminum Cladding | NOMACO K.FLEX | 6RYL100078AL | $21.45 | $ 10.26 | YES | GREENGUARD | Indoor Air Quality / Green Cleaning |
| 669 | HVAC & PNEUMATICS | 2FDE4 | Ceiling Fan,52 In,Maple/Chestnut Blades | HUNTER FAN COMPANY | 28459 | $141.65 | $ 83.43 | YES | Energy Star | Energy Efficiency |
| 670 | JANITORIAL | 4TE16 | Tissue,Bath,Roll,Pk80 | GEORGIA PACIFIC CONSUMER PRODS | 14560-01 | $114.65 | $ 62.58 | YES | EcoLogo | Waste Reduction |
| 671 | JANITORIAL | 2U692 | Dispenser,Chemical | 3M HOME & COMMERCIAL CARE | 50048011235924 | $95.95 | $ 20.58 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 672 | POWER TRANSMISSION & MOTORS | 1XTU9 | Motor,3-Ph,5,3510,208-230/460,Eff 89.5 | WEG ELECTRIC MOTORS CORP. | 00536ET3E184TC | $569.50 | $ 280.39 | YES | NEMA Premium | Energy Efficiency |
| 673 | HVAC & PNEUMATICS | 3DU26 | Air Conditioner,Window | FRIEDRICH AIR COND. CO. | KS15 | $846.00 | $ 543.09 | YES | Energy Star | Energy Efficiency |
| 674 | JANITORIAL | 1FC17 | Tissue,Bath,Roll,Pk18 | GEORGIA PACIFIC CONSUMER PRODS | 19378 | $83.60 | $ 45.05 | YES | EcoLogo | Waste Reduction |
| 675 | LIGHTING | 1VN22 | Ballast,F32T8 | PHILIPS LIGHTING ELECTRONICS N | ICN4P32SC | $41.85 | $ 12.78 | YES | NEMA Premium | Energy Efficiency |
| 676 | HVAC & PNEUMATICS | 3DU29 | Air Conditioner,Window | FRIEDRICH AIR COND. CO. | KM24 | $1,189.00 | $ 694.63 | YES | Energy Star | Energy Efficiency |
| 677 | JANITORIAL | 3WE84 | Vacuum,Upright | ELECTROLUX HOME CARE PRODUCTS | SC5815A | $319.75 | $ 201.23 | YES | CRI Green Label | Indoor Air Quality / Green Cleaning |
| 678 | HVAC & PNEUMATICS | 4CE68 | Air Conditioner,Window | ELECTROLUX HOME PRODUCTS | FAC1251 | $630.00 | $ 232.61 | YES | Energy Star | Energy Efficiency |
| 679 | JANITORIAL | 1LWU3 | Foaming Hand Soap,1200ml,Yellow,PK 2 | GOJO INDUSTRIES | 5565-02 | $83.00 | $ 36.01 | YES | Green Seal, EcoLogo | Indoor Air Quality / Green Cleaning |
| 680 | JANITORIAL | 2U227 | Towel,Cfold,Pk 2400 | GEORGIA PACIFIC CONSUMER PRODS | 25190 | $54.25 | $ 26.76 | YES | EcoLogo | Waste Reduction |
| 681 | JANITORIAL | 2U232 | Towel,Roll,Pk6 | GEORGIA PACIFIC CONSUMER PRODS | 26301 | $54.30 | $ 31.29 | YES | EcoLogo | Waste Reduction |
| 682 | HVAC & PNEUMATICS | 4CE72 | Air Conditioner,Window | ELECTROLUX HOME PRODUCTS | FAS2562 | $1,075.00 | $ 427.43 | YES | Energy Star | Energy Efficiency |
| 683 | HVAC & PNEUMATICS | 4CE67 | Air Conditioner,Window | ELECTROLUX HOME PRODUCTS | FAC1051 | $515.00 | $ 207.29 | YES | Energy Star | Energy Efficiency |
| 684 | JANITORIAL | 1LWU5 | Foaming Hand Soap,1250ml,Yellow,PK 3 | GOJO INDUSTRIES | 5165-03 | $75.65 | $ 35.03 | YES | Green Seal, EcoLogo | Indoor Air Quality / Green Cleaning |
| 685 | LIGHTING | 6LY95 | Lamp,Fle42ht3/2/Xl827 | GENERAL ELECTRIC LIGHTING | 80891 | $21.95 | $ 7.70 | YES | Energy Star | Energy Efficiency |
| 686 | HVAC & PNEUMATICS | 4CE69 | Air Conditioner,Window | ELECTROLUX HOME PRODUCTS | FAM156 | $747.00 | $ 326.84 | YES | Energy Star | Energy Efficiency |
| 687 | JANITORIAL | 1PHJ2 | Jumbo Roll Bath Tissue,2 Ply,White,PK8 | GEORGIA PACIFIC CONSUMER PRODS | 12795 | $51.15 | $ 26.53 | YES | EcoLogo | Waste Reduction |
| 688 | HVAC & PNEUMATICS | 1DGX5 | Dehumidifier,45 Pints,115 V,60 Hz | GRAINGER GLOBAL SOURCING | 1DGX5 | $275.25 | $ 176.77 | YES | Energy Star | Energy Efficiency |
| 689 | HVAC & PNEUMATICS | 4CE66 | Air Conditioner,Window,8000 BtuH | ELECTROLUX HOME PRODUCTS | FAA0857 | $403.00 | $ 179.45 | YES | Energy Star | Energy Efficiency |
| 690 | HVAC & PNEUMATICS | 4CE82 | A/C,Slider/Casement | ELECTROLUX HOME PRODUCTS | FAK0857 | $639.00 | $ 283.26 | YES | Energy Star | Energy Efficiency |
| 691 | HVAC & PNEUMATICS | 1DGX6 | Dehumidifier,65 Pints,115 V,60 Hz | GRAINGER GLOBAL SOURCING | 1DGX6 | $351.00 | $ 224.25 | YES | Energy Star | Energy Efficiency |
| 692 | LIGHTING | 4ZY25 | Lamp,Fle26ht3/2/841 | GENERAL ELECTRIC LIGHTING | 25195 | $6.85 | $ 3.09 | YES | Energy Star | Energy Efficiency |
| 693 | HVAC & PNEUMATICS | 3UF22 | Heat Pump Room A/C | FRIEDRICH AIR COND. CO. | YS13 | $1,122.00 | $ 764.48 | YES | Energy Star | Energy Efficiency |
| 694 | JANITORIAL | 4WK26 | Cleaner,Floor,2 L | 3M HOME & COMMERCIAL CARE | 50048011235535 | $71.95 | $ 37.25 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 695 | HVAC & PNEUMATICS | 3DU30 | Window Room A/C | FRIEDRICH AIR COND. CO. | SL28 | $1,447.00 | $ 860.60 | YES | Energy Star | Energy Efficiency |
| 696 | HVAC & PNEUMATICS | 4CE70 | Air Conditioner,Window,With Remote | ELECTROLUX HOME PRODUCTS | FAM1862 | $846.00 | $ 350.38 | YES | Energy Star | Energy Efficiency |
| 697 | JANITORIAL | 2U575 | Neutral Cleaner,Chemical # 3H,Size 2L | 3M HOME & COMMERCIAL CARE | 50048011202001 | $56.65 | $ 29.26 | YES | Green Seal | Indoor Air Quality / Green Cleaning |
| 698 | HVAC & PNEUMATICS | 4CE55 | Air Conditioner,Window | ELECTROLUX HOME PRODUCTS | FAA0657 | $241.50 | $ 141.39 | YES | Energy Star | Energy Efficiency |
| 699 | LIGHTING | 2MCX5 | Ballast,Electronic,1 or 2 F32T8 Lamps | PHILIPS LIGHTING ELECTRONICS N | ICN2P32N | $32.80 | $ 10.56 | YES | NEMA Premium | Energy Efficiency |
| 700 | LIGHTING | 1VN21 | Ballast,F32t8 | PHILIPS LIGHTING ELECTRONICS N | ICN3P32SC | $38.45 | $ 11.67 | YES | NEMA Premium | Energy Efficiency |

| Category | Sum of Sell | Sum of WA | $ Savings | % Savings |
|---|---|---|---|---|
| ELECTRICAL | $ 1,928.74 | $ 4,207.13 | $ 2,278.39 | 54% |
| FASTENERS | $ 13.41 | $ 21.59 | $ 8.18 | 38% |
| HVAC & PNEUMATICS | $ 73,212.15 | $ 121,804.92 | $ 48,592.77 | 40% |
| JANITORIAL | $ 31,490.06 | $ 57,289.95 | $ 25,799.89 | 45% |
| LIGHTING | $ 2,349.35 | $ 5,574.42 | $ 3,225.07 | 58% |
| OTHER | $ 183,483.85 | $ 248,792.86 | $ 65,309.01 | 26% |
| PLUMBING | $ 18,535.79 | $ 31,056.30 | $ 12,520.51 | 40% |
| POWER TRANSMISSION & MOTORS | $ 2,625.67 | $ 5,217.25 | $ 2,591.58 | 50% |
| SAFETY | $ 25,674.87 | $ 40,733.47 | $ 15,058.60 | 37% |
| TOOLS | $ 75,921.78 | $ 107,557.23 | $ 31,635.45 | 29% |
| **Grand Total** | **$ 415,235.67** | **$ 622,255.12** | **$ 207,019.45** | **33%** |

| Market Basket Categories and Estimated Savings % | |
|---|---|
| Category | % |
| ELECTRICAL | 54% |
| FASTENERS | 38% |
| HVAC & PNEUMATICS | 40% |
| JANITORIAL | 45% |
| LIGHTING | 58% |
| OTHER | 26% |
| PLUMBING | 40% |
| POWER TRANSMISSION & MOTORS | 50% |
| SAFETY | 37% |
| TOOLS | 29% |
| **Overall** | **33%** |

# CITY OF TUCSON
## DEPARTMENT OF PROCUREMENT

### REQUEST FOR PROPOSAL NO. 090188

### MATERIAL, REAPIR AND OPERATION SUPPLIES (MRO)

### AMENDMENT NO. 1

The referenced document has been modified as per the attached Amendment No. **1.**

**Please sign this Amendment where designated and return the executed copy with the submission of your bid.** This amendment is hereby made part of the referenced bid as though fully set forth therein. Any questions regarding this amendment should be addressed to **Lloyd Windle II.**

LW:llh

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: JULY 21, 2009

REQUEST FOR PROPOSAL NO. 090188
RFP AMENDMENT NO. 1

RFP DUE DATE: AUGUST 11, 2009
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)

**Pursuant to the Pre-Proposal Conference held on July 14, 2009, this Request for Proposal** is hereby amended as follows:

1. The proposal due date has been **CHANGED** to **August 11, 2009**, at 4:00 PM Local AZ time.

2. The Word document of this solicitation including Attachment A is now available online at www.tucsonprocurement.com for Offerors to edit and input answers.

The following questions have been submitted regarding this RFP:

3. **Question:** What specific manufacturers and products is the City of Tucson requiring for this solicitation so that we can focus on the commodities and the pricing?

   **Answer:** The City of Tucson is seeking a supplier who offers a comprehensive and diverse commodity set as described in the product and service requirements section of the solicitation. The exact manufacturers and products required on an annual basis are not determinable with any certainty and will vary depending on the daily needs of the using city departments. The City encourages Offerors to be creative and innovative in offering a pricing schedule that can provide the best pricing for this contract.

4. **Question:** How will pricing be evaluated equitably since the City has not provided a sample product list for Offerors to respond to?

   **Answer:** Per Item B. Price Proposal (Page 13) of the Proposal Evaluation Requirements, Offerors are to submit a core list of high usage items based on national sales to local agencies. This list will assist the City in price evaluation along with the pricing/discounts submitted for the product and service categories, sub-categories and manufacturers offered. After reviewing the initial offers, the City may elect to prepare a sample product list for supplemental price comparisons.

5. **Question:** What vendors attended the pre-proposal meeting?

   **Answer :** The following vendors were present at the pre-proposal meeting.
   Brown Wholesale Electric/WESCO
   Industrial Tool
   Fastenal

# REQUEST FOR PROPOSAL AMENDMENT



A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

GEXPRO
BSE
Barnes Distribution
Grainger
BPI – Brown's Partsmaster
Gopher Bearing
Holcherness Supplies

6. **Question:** Since there isn't a price sheet to fill out, would an Excel spreadsheet be sufficient for submitting discounts?

   **Answer:** Page 13 - Item B(2)(a)(b) and (c) of the Price Proposal section.
   Pricing may be submitted as an Excel spreadsheet or in a word document. Ensure pricing is based on and includes the product and service requirements categories and manufacturers, where applicable, that are identified in the Scope of Services section.

7. **Question:** Where do we indicate any exceptions to the solicitation?

   **Answer:** Page 8, Instructions to Offerors, Item 10, Exceptions to Contract Provisions.
   Offerors must clearly identify exceptions and state how the exceptions meet or exceed requirements. If applicable, offer proposed substitute language for the City to consider. All exceptions will be discussed and any final changes must be agreed on between the City and the Offeror before incorporation into a final contract.

   Exceptions to Attachment A, if any, must also be presented.

8. **Question:** Provide some additional explanations on how we would use this agreement in light of the 100's of contracts we already have in play.

   **Answer:** The expectation is that this agreement will be the primary contract for participating public agencies. Any exceptions to this requirement shall be managed in accordance with Standard Term & Conditions #10.

9. **Question:** National IPA is a for profit organization. We have been told on numerous occasions by entities that if the cooperative is for profit, their laws will not allow them to use? What are your thoughts? How do you handle this as we promote National IPA?

   **Answer:** As the Principal Procurement Agency for this solicitation, the City of Tucson issues, awards, and administers the contract. The City of Tucson is a government entity,

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: JULY 21, 2009

REQUEST FOR PROPOSAL NO. 090188
RFP AMENDMENT NO. 1

RFP DUE DATE: AUGUST 11, 2009
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

and it is the City's contract that other entities are using. National IPA coordinates sales and marketing nationally. There are no fees for the participating agency to join National IPA, nor are there obligations by participating agencies to utilize National IPA.

10. **Question:** Supplier commitment mentions we have to establish a toll free number for National IPA - are we creating a number so customers can call up and place orders? Or is it something else?

**Answer:** The toll free number is provided for Public Participating Agencies to place orders and request program information.

ALL OTHER PROVISIONS OF THE INVITATION FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Denise Childress 8/25/09
Signature Date

Denise Childress ACCOUNT MANAGER
Typed Name and Title

GRAINGER
Company Name

3415 S. Dodge Blvd.
Address

Tucson, AZ 85713-5434
City State Zip

revised 2/99

# CITY OF TUCSON
## DEPARTMENT OF PROCUREMENT

### REQUEST FOR PROPOSAL NO. 090188

### MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)

### AMENDMENT NO. 2

The referenced document has been modified as per the attached Amendment No. 2.

**Please sign this Amendment where designated and return the executed copy with the submission of your bid.** This amendment is hereby made part of the referenced bid as though fully set forth therein. Any questions regarding this amendment should be addressed to **Lloyd B. Windle II.**

LW:llh

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: JULY 29, 2009


RFP DUE DATE: AUGUST 11, 2009
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)

**Pursuant to the Pre-Proposal Conference held on July 14, 2009, this Request for Proposal** is hereby amended as follows:

**1. Page 2, National Contract Requirements, 1. Supplier Commitments, B. Pricing Commitment.**

**a. Question:** Pricing Commitment states "Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement."

**Answer:** It is expected that this is the go-to-market strategy of the supplier. National IPA requests that if an agency wants to use this agreement and there exists another agreement which the agency is aware of that provides a lower price point, then it be matched by our supply partner. We work with our supply partners when this situation arises to determine the best possible outcome.

**b. Question:** What do you mean by "lowest available"?

**Answer:** Pricing is the best available and highly competitive to the National IPA audience.

**c. Question:** Is the City requesting pricing to be offered to be the lowest to any public agency regardless of existing contracts, quantity discounts or other purchasing agreements in place?

**Answer:** The expectation is that pricing is the lowest to any public agency.

**d. Question:** Please define "public agencies" as it is used in this requirement.

**Answer:** Public Agencies are defined in Attachment A of the RFP in the National IPA Administrative Agreement.

# REQUEST FOR PROPOSAL AMENDMENT



A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**e. Question:** Does "nationwide" include only the Continental United States?

**Answer:** Nationwide includes Alaska, Hawaii, US Territories and the contiguous 48 states. However we understand there are additional cost considerations, please outline any additional costs for areas outside the contiguous 48 states.

2. **Page 2, National Contract Requirements, 1. Supplier Commitments, C. Sales Commitment** states that the "Supplier commits to aggressively market the Master Agreement...."

**Question:** Please define "aggressively".

**Answer:** The contract is the primary contract mechanism the supplier utilizes in the market place.

**b. Question:** Since there are no specific marketing requirements stated, how are we to know by which metrics this commitment will be measured against?

**Answer:** It is expected that in the local government market that this will be the agreement the supplier will lead with.

3. **Page 3, Marketing and Administrative Support.** It states that "The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:
· Marketing collateral (print, email, presentations)
· Website support

· Trade shows/conferences/meetings
· Advertising"

**a. Question:** Please clarify who will be paying for these expenses.

**Answer:** The Supplier and National IPA.

# REQUEST FOR PROPOSAL AMENDMENT



A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**b. Question:** Who will be managing this marketing plan?

**Answer:** Management of the marketing plan is a joint effort between National IPA and the awarded supplier. The bullet points are just a sample of the marketing that can be done. In your offer, please describe the marketing efforts you are willing to undertake.

4. **Page 3, Marketing and Administrative Support.**

**Question:** Will the 2.5% administrative fee be paid in the form of an annual rebate? If so, when will it be due? What type of report will need to accompany it?

**Answer:** The Administrative Fee is paid quarterly with monthly reporting. Please refer to the Administrative Agreement in Attachment A for details.

5. **Page 4, Scope of Service, A. General Requirements, 2. Defective Product.**

**Question:** Will there be a time period required for a Customer to inspect and return defective products?

**Answer:** In your offer, propose and provide details for inspections and returns.

6. **Page 5, Scope of Service, B. Product Requirements, 3. Pricing**. It states that "Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing mode."

**Question:** With the above pricing options, it is unclear how the City will be able to compare each Offeror's pricing. Can you please clarify how you plan on doing a fair "apples to apples" comparison?

**Answer:** This issue is addressed in Question 4 of Bid Amendment No. 1.

7. **Page 13, 3. Sales, Point B.** "State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each."

# REQUEST FOR PROPOSAL AMENDMENT



A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**Question:** The City needs to understand that this information will only be released if our customer grants permission.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

8. **Page 15, B. Price Proposal, Point 2.a**. It states "Offerors should offer a fixed percentage discount from the index or indices (or established discounted pricing), where applicable, to provide pricing for all product and services offered."

**Question:** Please define "index or indices".

**Answer:** An index or indices is a reference document(s), such as a catalog, price list, MSLP, online website, etc., that allows the City to confirm the pricing that is offered.

9. **Page 13, B. Price Proposal, Point 5.** "State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies."

**a. Question:** Please define "government agencies".

**Answer**: City, Counties, K-12 and Higher Education are the main focus of the agreement, States and non profit entities can also utilize if they choose.

**b. Question:** Please clarify what is meant by "best pricing".

**Answer:** Pricing is the best and lowest available to the National IPA audience

**c. Question:** How does this requirement correlate to the pricing commitment on page 2?

**Answer:** Pricing is the best and lowest available to the National IPA audience

10. **Page 19, Special Terms and Conditions, 4. FOB Destination Freight Prepaid.**

**Question:** Who will carry costs for expedited shipments?

**Answer:** In your offer, propose and provide details on how expedited shipping costs will be handled.

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: JULY 29, 2009

REQUEST FOR PROPOSAL NO. 090188
RFP AMENDMENT NO. 2
PAGE NO. 5 OF 5
RFP DUE DATE: AUGUST 11, 2009
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**11. Page 23, Standard Terms and Conditions, 20. Indemnification.**

**Question:** Supplier cannot accept liability for consequential and incidental damages. We will also need mutual indemnities.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

**12. Page 25, Standard Terms and Conditions, 40. Termination of Contact.**

**Question:** The termination provision should be mutual with either party giving 30 days written notice. Our standard contract provision is 90 days written notice.

Answer: Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

**13. Page 25, Standard Terms and Conditions, 42. Warranties.**

**Question:** Our standard warranty is that the products are free from material defects and we will replace defective products.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Denise Childress 8/25/09
Signature Date

Denise Childress Account Manager
Typed Name and Title

Grainger
Company Name

3415 S. Dodge Blvd.
Address

Tucson AZ 85713-5434
City State Zip

revised 2/99

# CITY OF TUCSON
## DEPARTMENT OF PROCUREMENT

### REQUEST FOR PROPOSAL NO. 090188

### MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)

### AMENDMENT NO. 3

The referenced document has been modified as per the attached Amendment No. 3.

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **Lloyd B. Windle II.**

LW:llh

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: AUGUST 4, 2009

REQUEST FOR PROPOSAL NO. 090188
RFP AMENDMENT NO. 3
PAGE NO. 1 OF 1
RFP DUE DATE: AUGUST 25, 2009
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)

This **Request for Proposal** is hereby **AMENDED** as follows:

1. The **Proposal Due Date** has been **CHANGED** to **August 25, 2009**, at 4:00 PM Local AZ time.

2. Page 14, **Proposal Evaluation Criteria, B. Price Proposal, ADD** the following question.

   10. Does your firm have a City of Tucson Business License? If yes, please provide a copy of your City of Tucson Business license.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Denise Childress 8/25/09
Signature Date

Denise Childress Account Manager
Typed Name and Title

GRAINGER
Company Name

3415 S. Dodge Blvd.
Address

Tucson, AZ 85713-5434
City State Zip

revised 2/99

# CITY OF TUCSON

## NOTICE OF REQUEST FOR PROPOSAL

| | |
|---|---|
| **REQUEST FOR PROPOSAL NUMBER:** | **090188** |
| **MATERIAL OR SERVICE:** | **MAINTENANCE, REPAIR & OPERATION SUPPLIES** |
| **PROPOSAL DUE DATE:** | **JULY 28, 2009, AT 4:00 P.M. LOCAL AZ TIME** |
| **PROPOSAL SUBMITTAL LOCATION:** | **DEPARTMENT OF PROCUREMENT**<br>**255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701** |
| **PRE-PROPOSAL CONFERENCE DATE:** | **JULY 14, 2009** |
| **TIME:** | **1:00 P.M. TO 4:00 P.M., ARIZONA TIME** |
| **LOCATION:** | **255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701** |

This solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Pima County Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems obtaining this Request for Proposal, please call (520) 791-4217.

LW/nc

# CITY OF TUCSON
## REQUEST FOR PROPOSAL

| | |
|---|---|
| **REQUEST FOR PROPOSAL NUMBER:** | **090188** |
| **PROPOSAL DUE DATE:** | **JULY 28, 2009, AT 4:00 P.M. LOCAL AZ TIME** |
| **PROPOSAL SUBMITTAL LOCATION:** | **DEPARTMENT OF PROCUREMENT**<br>**255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701** |
| **MATERIAL OR SERVICE:** | **MAINTENANCE, REPAIR & OPERATION SUPPLIES** |
| **PRE-PROPOSAL CONFERENCE DATE:** | **JULY 14, 2009** |
| **TIME:** | **1:00 P.M. TO 4:00 P.M., ARIZONA TIME** |
| **LOCATION:** | **255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701** |
| **CONTRACT OFFICER:** | **LLOYD WINDLE** |
| **TELEPHONE NUMBER:** | **(520) 837-4105**<br>**LLOYD.WINDLE@TUCSONAZ.GOV** |

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

LW/nc

PUBLISH DATE: JUNE 29, 2009

# INTRODUCTION/ BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT & MATERIALS.** The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

The City, as the Principal Procurement Agency, has partnered with the National Intergovemmental Purchasing Alliance Company (herein National IPA) to make the resultant contract from this solicitation available to qualified Participating Public Agencies nationwide. National IPA provides marketing and administrative support for the Supplier (herein also referred to as Contractor or Consultant) that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier as stated herein.

# NATIONAL CONTRACT REQUIREMENTS

## 1. SUPPLIER COMMITMENTS

The successful Supplier must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

A. Corporate Commitment
Supplier commits that (1) the Master Agreement (which is the legal agreement executed between the City and the Supplier) has received all necessary corporate authorization of the Supplier, (2) the Master Agreement is the Supplier's primary "go to market" strategy for public agencies, and (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor within the RFP response who will be responsible for the overall management of the awarded Master Agreement.

B. Pricing Commitment
Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement.

C. Sales Commitment
Supplier commits to aggressively market the Master Agreement as its "go to" market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Further, Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement.

## 2. NATIONAL IPA ADMINISTRATIVE AGREEMENT

The Contractor will be required to enter and execute the National Intergovernmental Purchasing Alliance Administration Agreement with National IPA concurrently upon award with the Principal Procurement Agency Master Agreement before services can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

## 3. ESTIMATED VOLUME

The City of Tucson anticipates spending approximately $500,000 annually on MRO supplies. The dollar volume of supplies purchased under the contract is estimated to be $25 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Supplier and National IPA.

## 4. MARKETING AND ADMINISTRATIVE SUPPORT

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for participating agencies teams
- Training sessions for contractor teams

The National IPA Contracting teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing public agencies and new Participating Public Agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statues and regulations for cooperative purchasing
- Training sessions for participating agencies teams
- Training sessions for contractor teams
- Quarterly business reviews to monitor program success
- General contract administration

**Contractors are required to pay an administrative fee based on a minimum of 2.5% of actual sales under the Contract.** The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.

# SCOPE OF SERVICES

## A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

    a. Have a strong national presence in the MRO supply industry.
    b. Have a distribution model capable of delivering products nationwide.
    c. Have a demonstrated sales presence.
    d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
    e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

5. **DELIVERY:** For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.

6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.

## B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include, but are not limited to the following.

    **a. Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

    **b. Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.

**c. Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

**d. Tools** – Hand, power, outdoor and automotive tools and tool storage.

**e. Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.

**f. Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.

**g. Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.

**h. Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.

**i. Welding** – Welding equipment and supplies.

**j. Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.

**k. Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.

**l. Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.

**m. Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.

**n. HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.

**o. Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.

**p. Other Categories –**

2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

## C. SERVICE REQUIREMENTS:

**1. SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.

a. **Sourcing:**
   1. from non-catalog suppliers,
   2. of line card extensions of catalog suppliers,
   3. for custom products, and
   4. for OEM repair parts and accessories.

b. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.

c. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or other avenues.

d. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

e. **Green/Sustainability Program:**
   1. **Policies:** Efforts and policies pertaining to green and sustainability.
   2. **Products:** Impact on product offerings.
   3. **Distribution:** Impact in distribution.
   4. **Recycling of Lamps:** The ability to recycle lighting and electronic products.
   5. **Lighting and Energy Audits:** The ability to perform lighting and energy audits.
   6. **Certifications:** The industry recognized certifications and standards obtained.

f. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

h. **Other Services:** Other value-add services not included in above categories.

# INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
**City:** The City of Tucson, Arizona
**Master Agreement or Contract:** The legal agreement executed between the City and the Supplier/Contractor/Consultant. The Master Agreement/Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
**Supplier/Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and are responsible for monitoring and overseeing the Contractor's performance under this Contract.
**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
**May:** Indicates something that is not mandatory but permissible.
**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.
**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: Original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
    A. The submission of the offer did not involve collusion or other anti-competitive practices.
    B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
    C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
    D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services.

21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    (1) waive any immaterial defect or informality; or
    (2) reject any or all proposals, or portions thereof; or
    (3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions is modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

# PROPOSAL EVALUATION REQUIREMENTS

## I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

## II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

### A. Method of Approach

#### 1. Distribution Network

a. Describe how your firm proposes to distribute the products/services nationwide.

b. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.

d. Describe your delivery commitment. What are your standard delivery days? What is the order cutoff time for next day delivery? Identify and describe any exceptions.

#### 2. Marketing

a. Provide a detailed ninety-day plan describing the strategy to immediately implement the Master Agreement as your company's primary "go to" market strategy for the public sector market to your teams nationwide, to include, but not limited to:

1. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.

2. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.

b. Provide a detailed ninety-day plan describing the strategy to market the Master Agreement to current National IPA Participating Public Agencies, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:

1. Creation and distribution of a co-branded press release to trade publications within first 10 days.

2. Announcement, contract details and contact information published on the company website within first 30 days.

3. Design, publication and distribution of co-branded marketing collateral within first 90 days.

4. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows conferences and meetings throughout the term of the agreement.

   (a) For the NIGP Annual Forum, an area is reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you shall commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum as directed by National IPA.

5. Design and publication of national and regional advertising in trade publications throughout the term of the agreement.

6. Ongoing marketing and promotion of the agreement throughout the term of the agreement (case studies, collateral pieces, presentations, etc.).

c. Describe how the Master Agreement will be marketed to your existing government agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.

d. Please acknowledge that successfully awarded contractor agrees to provide their company/corporate logo(s) to National IPA and agree to provide permission for reproduction of such logo in marketing communications and promotions.

e. Please provide contact information for the person(s), who will be responsible for:

   1. Marketing
   2. Sales
   3. Sales Support
   4. Financial Reporting
   5. Contracts

f. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

g. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

h. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.

**3. Sales**

a. Explain how your company will market and transition the Master Agreement into the **primary "go to" market strategy** to local and state government.

b. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

c. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the cumulative amount of purchases that your company will guarantee to transition each year to the National IPA contract for the initial three years of the agreement.

$_____.00 will be transitioned in year one.
$_____.00 will be transitioned in year two.
$_____.00 will be transitioned in year three.

d. Explain how your firm will educate its national sales force about the contract.

**4. Product**

a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of sub categories
3. Identification and description of manufacturers within each sub category

b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

c. How are green products identified in your catalog? Online ordering?

d. Do you offer "Private Line" products? Please describe.

e. Submit all information that will aid the City in evaluating your proposal.

**5. Services**

a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Policies and programs detailing your efforts in these areas.
2. Literature explaining your capabilities.
3. Submit all information that will aid the City in evaluating your proposal.

**6. Ordering and Invoices**

a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

**7. Other**

a. Describe any government rebate programs applicable.

b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

**B. Price Proposal**

1. Describe in detail the proposed business pricing model(s). Identify any objective verifiable pricing index or indices used to calculate the offered discount pricing. This must be submitted with the proposal.

2. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:

   a. Offerors shall submit pricing based on the product and service requirements categories identified on the Scope of Services of this solicitation. Offerors should offer a fixed percentage discount from the index or indices (or established discounted pricing), where applicable, to provide pricing for all product and services offered.

   b. Identify and provide pricing for each category and sub-category of MRO products and services including those specific to a manufacturer.

   c. Provide a core list, and deeper discounted pricing, of high usage items based upon your company's national sales to local agencies, K-12 organizations and non-profits during the most recent twelve (12) month period.

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

8. Provide your payment terms.

9. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online. Also state the Convenience Fee, if allowable, per Section 5.2.E of the Visa Operating Regulations.

### C. Qualifications and Experience

1. Provide a brief history and description of your company.

2. Provide a statement of your annual sales for the past 3 years.

3. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.

4. Provide the total number and location of sales persons employed by your firm.

5. Number and location of support centers (if applicable)

6. Describe the qualifications of your sales personnel and technicians.

7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

9. Please submit any additional information that you feel is applicable to your qualifications and experience.

## III. GENERAL

### A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews/Demonstrations:**

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

# SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

   Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement is eligible to participate in any subsequent Contract. See **www.tucsonprocurement.com** and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See **http://www.maricopa.gov/Materials/SAVE/save-members.pdf** for a listing of Participating Public Agencies. The parties agree that these lists are subject to change.

   Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Maintenance, Repair & Operation Supplies made pursuant to this solicitation and is hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

   **Cities. Towns. Villages and Boroughs including but not limited to:**
   CITY OF ADAIR VILLAGE
   CITY OF ASHLAND
   CITY OF AUMSVILLE
   CITY OF AURORA
   CITY OF BEAVERTON
   CITY OF BOARDMAN
   CITY OF BURNS
   CITY OF CANBY
   CITY OF CANYONVILLE
   CITY OF CLATSKANIE
   CITY OF COBURG
   CITY OF CONDON
   CITY OF LA GRANDE
   CITY OF LEBANON
   CITY OF MILL CITY
   CITY OF MILWAUKIE
   CITY OF MOSIER
   CITY OF NORTH PLAINS
   CITY OF OREGON CITY
   CITY OF PILOT ROCK
   CITY OF PORTLAND
   CITY OF POWERS
   CITY OF RIDDLE
   CITY OF SANDY
   CITY OF SCAPPOOSE
   CITY OF SHADY COVE
   CITY OF SHERWOOD
   CITY OF ST. PAUL
   CITY OF TIGARD, OREGON

CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITES
PORTLAND DEVELOPMENT COMMISSION

**Counties including but not limited to:**
ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY

**K-12 including but not limited to:**
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

9. **INSURANCE**: The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor of the intent to issue a Contract award. The successful Contractor must at that time submit an original copy of the Certificate of Insurance, for public liability insurance of $1,000,000 (combined single limit) for bodily injuries, and $100,000 for property damage. CERTIFICATE SHALL SHOW THE CITY OF TUCSON AS AN ADDITIONAL INSURED. The coverages shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contractor obligations.

# STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

    The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

GRAINGER
Company Name

345 S. Dodge Blvd
Address

Tucson AZ 85713-5434
City State Zip

Denise Childress
Signature of Person Authorized to Sign

Denise Childress
Printed Name

Account MANAGER
Title

For clarification of this offer, contact:

Name: Denise Childress

Title: Account MANAGER

Phone: 520.205.2023

Fax: 520.748.7716

E-mail: DENISE.CHILDRESS@GRAINGER.COM

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

**CITY OF TUCSON**, a municipal corporation

Approved as to form this _____ day of _____, 2009.

Awarded this _____ day of _____, 2009.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

# ATTACHMENT A

# SAMPLE COPY OF AGREEMENT TO BE EXECUTED BETWEEN SUPPLIER AND NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

GRAINGER
Company Name

3415 S. Dodge Blvd
Address

Tucson, AZ 85713-5434
City State Zip

Denise Childress
Signature of Person Authorized to Sign

Denise Childress
Printed Name

Account MANAGER
Title

For clarification of this offer, contact:

Name: Denise Childress

Title: Account MANAGER

Phone: 520.205.2023

Fax: 520.748.7716

E-mail: Denise.CHILDRESS@GRAINGER.COM

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 090188-012.

Approved as to form this 29th day of Dec, 2009.

As Tucson City Attorney and not personally

**CITY OF TUCSON**, a municipal corporation

Awarded this 29th day of December, 2009.

for Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

# Exhibit B

# Exhibit B

**1.1 Annual Requirements Contract - Ordering, Billing and Payment**

a) The following definitions will apply to any Contract awarded as a result of this Bid:

i) *"Blanket Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

ii) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.

iii) *"Contract Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Contract Purchase Order does not obligate the City to the purchase of any goods or services. A Contract Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

iv) *"Standard Purchase Order"* means a single order issued by the City against a Contract Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Standard Purchase Order is identified by its unique Purchase Order number.

b) The City will issue a Blanket Purchase Order and a Contract Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases and Standard Purchase Orders as actual requirements arise.

**1.2 Delivery Requirements**

a) **F.O.B. Destination.** All deliveries shall be F.O.B., Destination. The delivery point shall be the City of Las Vegas, specified delivery address as listed on each purchase order.

b) The Supplier shall pay all freight charges. The Successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall include delivery as well as any necessary unloading.

**1.3 Material Safety Data Sheets**

The Supplier shall provide the Owner with current Material Safety Data Sheets for all hazardous materials and/or products procured under this Contract.

**1.4 Invoices**

Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

The Supplier shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number or Standard Purchase Order number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

## 1.5 Holidays/Weekends

Performance of this contract is excused on weekends and the following legal holidays, unless an emergency situation has occurred to create the need for performance:

Martin Luther King's Birthday

President's Birthday

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

## 1.6 Insurance [CAO-1/12/09]

a) The Supplier 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 Supplier and the Owner from potential Company 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 to Insurance Tracking Services (ITS) issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Supplier is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company'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. 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 Commercial 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.

iii) 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 Supplier and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Supplier and include coverage for **hired** and **non-owned** vehicles.

b) Supplier must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is 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 Supplier shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Supplier shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide the ITS with a 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 shall be provided to the ITS if so requested.

c) The Owner, its officers and employees shall be named as additional insured's and such notation shall appear on the certificate of insurance furnished by the Supplier'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 Owner requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Owner.

d) All deductibles and self-insurance retentions shall be fully disclosed on the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the Owner.

e) If the Supplier fails to carry the required insurance, the Owner may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, pursuant to Paragraph 3.5 "Notice of Delay", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Supplier or charge the replacement insurance costs back to the Supplier.

f) Any subcontractor or sub-consultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to the Owner of the same insurance requirements as specified above, and as required in this paragraph.

g) The Supplier is encouraged to purchase any additional insurance as it deems necessary.

h) The Supplier is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the Supplier, its subcontractors or anyone employed, directed or supervised by the Supplier.

i) The policies required in Paragraph 3.8 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

j) Sample Insurance Form:

110063-SK
Grainger NIPA Joinder

ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**
Month/Date/Year

**PRODUCER**

Insurnce Agent/Broker Name

Producer must be licensed in the state of Nevada.

Insurnce Agent/Broker Street Address or P.O. Box

Insurnce Agent/Broker City, State & Zip Code

Contact Name & Phone Number

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE** — **NAIC #**

**INSURED**

Insured name must match name stated on contract with City of Las Vegas

Company Name

Company Street Address or P.O. Box

City, State & Zip Code

| | | |
|---|---|---|
| INSURER A: | Name of Insurance Company | Enter NAIC# |
| INSURER B: | Name of Insurance Company (if applicable) | Enter NAIC# |
| INSURER C: | Name of Insurance Company (if applicable) | Enter NAIC# |
| INSURER D: | Name of Insurance Company (if applicable) | Enter NAIC# |
| INSURER E: | Name of Insurance Company (if applicable) | Enter NAIC# |

**COVERAGES**

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

| INSR | ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | ☒ | **GENERAL LIABILITY**<br>☒ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE ☒ OCCUR<br>☐ ____<br>☐ ____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PROJECT ☐ LOC | Enter Policy # | Enter Effective Date | Enter Expiration Date | EACH OCCURENCE | $Enter Limit |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | MED EXP (Any one person) | $N/A |
| | | | | | | PERSONAL & ADV INJURY | $Enter Limit |
| | | | | | | GENERAL AGGREGATE | $Enter Limit |
| | | | | | | PRODUCTS - COMP/OP AGG | $Enter Limit |
| | | | | | | | $ |
| | ☒ | **AUTOMOBILE LIABILITY**<br>☒ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS<br>☐ ____ | Enter Policy # | Enter Effective Date | Enter Expiration Date | COMBINED SINGLE LIMIT (Each Occurrence) | $Enter Limit |
| | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ | **GARAGE LIABILITY**<br>☐ ANY AUTO<br>☐ ____ | Enter Policy # (if req | | r Expiration te | AUTO ONLY - EA ACCIDENT | $Enter Limit |
| | | | | | | OTHER THAN EA | $ |
| | | | | | | AUTO ONLY: AGG | $ |

Deductible amount must be disclosed for each coverage even if zero.

Deductible amount must be disclosed for each coverage even if zero.

Workers Compensation must comply with state of Nevada statutory limits.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | ☐ | **EXCESS/UMBRELLA LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $Enter Amount | Enter Policy # (if required) | Enter Effective Date | Enter Expiration Date | EACH OCCURRENCE | $Enter Limit |
| | | | | | | AGGREGATE | $Enter Limit |
| | | | | | | | $ |
| | | | | | | | $ |
| | | | | | | | $ |
| | ☒ | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | Enter Policy | Effective Date | Enter Expiration Date | ☒ WC ☐ OTH STATU- -ER | |
| | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | ☐ | **OTHER** | | | | | |

**Commercial General Liability Exclusion Verification Certificates and the Waiver of Subrogation Endorsement are required**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The City of Las Vegas, its , officers and employees are named an additional insured to the Commercial General Liability and Commercial Automoblie Liability policies.

Contract Name and Contract Number **Must Insert**

**CERTIFICATE HOLDER**

City of Las Vegas

c/o Insurance Tracking Services, (ITS)

P.O. Box 21919

Long Beach, CA 90801

OR

Facsimile Number: (562) 435-2999 Email: michael.palacios@instracking.com

**Send certificates to ITS.**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE IN- REPRESENTATIVES.**

**Must be signed by an insurance agent licensed in Nevada**

**AUTHORIZED REPRESENTATIVE**

## 1.7 Indemnification [CAO-7/24/08]

a) In addition to the insurance requirements set forth in Paragraph 1.3 "Insurance", the Supplier shall protect, indemnify and hold harmless the Owner, its officers, employees, agents, and consultants (collectively herein the "Owner") 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 Owner, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the Owner.

b) If a third party claim against the Owner for negligent performance by the Supplier is within the limits of its liability insurance and the insurance Supplier has accepted the Owner's tender of defense, then the Owner will pay the Supplier what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the Owner, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the Owner.

c) It is expressly agreed that the Supplier shall defend the Owner, against the Liabilities and in the event that the Supplier fails to do so, the Owner 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 Supplier.

## 1.8 Limitation of Funding [CAO-7/24/08]

The Owner reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the Owner, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

# Exhibit C

| Line # | SKU | Description | NIPA Standard Price | Offer Price | WSCA Price | Savings | QTY 11.01.2009-10.31.2010 | Cost Savings |
|---|---|---|---|---|---|---|---|---|
| 47 | 1PGW8 | Lamp,F18DBX/835/ECO,CFL,Plug-In,18W | $13.56 | $5.04 | $5.30 | $0.27 | 50 | $13.25 |
| 48 | 1PGW9 | Lamp,F18DBX/841/ECO,CFL,Plug-In,18W | $13.56 | $5.04 | $5.30 | $0.27 | 30 | $7.95 |
| 17 | 3KP43 | Respirator,Pk20 | $11.00 | $10.53 | $11.08 | $0.55 | 11 | $6.09 |
| 37 | 5AJ30 | Glove,Nitrile,Gray/Black,Size 10,Pr | $5.25 | $2.67 | $5.25 | $2.58 | 266 | $686.41 |
| 15 | 2AZ93 | Sunscreen, Towelette, SPF30, PK50 | $30.60 | $14.21 | $30.60 | $16.39 | 2 | $32.78 |
| 36 | 5AJ29 | Glove,Nylon Liner,Gray/Black,Size 9,Pr | $5.25 | $2.66 | $5.25 | $2.59 | 1098 | $2,843.82 |
| 23 | 1PKP6 | Foam Hand Sanitizer | $89.71 | $47.86 | $89.71 | $41.85 | 122 | $5,105.58 |
| 16 | 4UB34 | Oil-Dri Absorbent, Floor, 40 lb bag | $12.32 | $6.18 | $12.32 | $6.15 | 128 | $786.56 |
| 22 | 3U585 | New Knit T-Shirt Cloths, White, 25# | $72.98 | $34.39 | $62.62 | $28.23 | 114 | $3,218.22 |
| 24 | 4TJV9 | Glv, Drivers, Cowhide Premium, L | $13.66 | $5.40 | $13.66 | $8.26 | 130 | $1,073.80 |
| 25 | 4TJV8 | Glv, Drivers, Cowhide Premium, M | $13.66 | $5.40 | $13.66 | $8.26 | 80 | $660.80 |
| 26 | 4TJW1 | Glv, Drivers, Cowhide Premium, XL | $13.66 | $5.40 | $13.66 | $8.26 | 133 | $1,098.58 |
| 38 | 1VK69 | BATTERY,FAN COOLED,24V | $125.40 | $125.40 | $132.80 | $7.40 | 31 | $229.40 |
| 20 | 2YV18 | Duct Tape,9 Mil,2 In,Silver,Length 60 Yd | $9.91 | $6.56 | $9.91 | $3.35 | 0 | $0.00 |
| 64 | 6YH35 | Wire Connector, 72B, Blue, PK100 | $6.52 | $4.20 | $4.67 | $0.47 | 35 | $16.35 |
| 33 | 2TEL6 | Glove, Latex, Natural, XL, PK50 | $19.79 | $9.13 | $19.79 | $10.66 | 172 | $1,834.21 |
| 10 | 1WG33 | Shovel, 30", Round Point | $28.26 | $17.70 | $28.26 | $10.56 | 0 | $0.00 |
| 9 | 1WG34 | Shovel, 30", Sq Point | $28.26 | $17.73 | $28.26 | $10.53 | 0 | $0.00 |
| 32 | 2TEL5 | Glove, Latex, Natural, L, PK50 | $19.79 | $9.14 | $19.79 | $10.65 | 70 | $745.22 |
| 65 | 6YH36 | Wire Connector, 72B, Orange, PK100 | $7.40 | $4.85 | $5.39 | $0.54 | 27 | $14.55 |
| 82 | 1HLV7 | Insulated Pistol Grip Nozzle,Adjustable | $8.31 | $6.10 | $8.31 | $2.21 | 100 | $220.80 |
| 49 | 1PGX2 | Lamp,F18DBX/830/ECO4P,CFL,Plug-In,18W | $14.54 | $5.70 | $6.00 | $0.30 | 0 | $0.00 |
| 79 | 3WE84 | Sanitaire Vacuum | $201.23 | $201.23 | $251.26 | $50.03 | 18 | $900.54 |
| 60 | 4XP52 | Ladder, Fg, Twin, 12 FT | $463.95 | $299.76 | $463.95 | $164.19 | 0 | $0.00 |
| 19 | 5HH37 | Coverall,X Large,Pk25 | $146.93 | $103.77 | $146.93 | $43.16 | 13 | $561.06 |
| 12 | 1THA3 | Axe, 6lb, Curved 36" Handle, Pick Head | $83.52 | $47.64 | $83.52 | $35.88 | 0 | $0.00 |
| 13 | 1THA5 | Axe, 6lb, Curved 36" Handle, Flat Head | $67.77 | $36.56 | $67.77 | $31.21 | 0 | $0.00 |
| 72 | 2TEL4 | Glove, Latex, Natural, L, PK50 | $19.79 | $10.14 | $19.79 | $9.65 | 15 | $144.71 |
| 67 | 6YH38 | Wire Connector, 72B, Red, PK100 | $14.11 | $10.14 | $14.11 | $3.97 | 0 | $0.00 |
| 80 | 4LU80 | Bag, Disposable, Pk10 | $11.78 | $6.26 | $9.83 | $3.57 | 0 | $0.00 |
| 46 | 1PHA5 | Lamp,F32TBX/841/A/ECO,CFL,Plug-In,32W | $24.12 | $9.67 | $10.99 | $1.32 | 140 | $184.60 |
| 59 | 4XP54 | Ladder,Fg,Twin,16 Ft | $711.45 | $448.16 | $711.45 | $263.29 | 0 | $0.00 |
| 58 | 4XP50 | Ladder,Fg, Twin, 8 FT | $303.08 | $198.77 | $303.08 | $104.31 | 0 | $0.00 |
| 14 | 1EKU4 | Safety Flare, 20 min, Red, PK72 | $185.85 | $99.13 | $185.85 | $86.72 | 5 | $433.61 |
| 11 | 2G994 | Bolt Cutter, 24" | $62.56 | $62.56 | $118.22 | $55.66 | 0 | $0.00 |
| 74 | 5FV14 | Ear Plug, Pr, Pk200 | $32.85 | $19.70 | $32.85 | $13.15 | 2 | $26.30 |
| 63 | 2RTZ6 | Ballast,Electronic,T8, 1 Lamp Instant Start | $26.82 | $14.14 | $26.82 | $12.68 | 50 | $633.86 |
| 28 | 2VEW2 | Battery, CR123A, Pk12 | $30.74 | $19.74 | $30.74 | $11.00 | 2 | $21.99 |
| 71 | 2RTY9 | Ballast,Electronic,T8,Instant Start | $11.16 | $11.16 | $24.80 | $13.64 | 70 | $954.80 |
| 31 | 2CUP9 | Charger, Rechargeable Batteries | $25.52 | $15.50 | $25.52 | $10.02 | 0 | $0.00 |
| 29 | 2CUP7 | Battery, Rechargeable, AA Pk4 | $17.83 | $10.71 | $17.83 | $7.12 | 0 | $0.00 |
| 30 | 2CUP8 | Battery, Rechargeable, AAA Pk4 | $17.83 | $10.71 | $17.83 | $7.12 | 0 | $0.00 |
| 52 | 3ZC27 | Rake,Leaf,Wood Handle | $14.98 | $9.94 | $14.98 | $5.04 | 24 | $120.89 |
| 66 | 6YH37 | Wire Connector, 72B, Yellow, PK100 | $8.86 | $6.21 | $8.86 | $2.65 | 0 | $0.00 |
| 54 | 6YH43 | Wire Connector,Twister,341,Tan,PK 50 | $6.80 | $4.74 | $6.80 | $2.06 | 30 | $61.71 |
| 78 | 3PA49 | Safety Glass, TSR Gray | $5.28 | $3.54 | $5.28 | $1.74 | 0 | $0.00 |
| 77 | 3PA48 | Safety Glass, Clear | $5.00 | $3.34 | $5.00 | $1.66 | 0 | $0.00 |
| 70 | 6KN91 | Paint,Marking, Fl. Green | $4.48 | $2.84 | $3.76 | $0.92 | 360 | $330.17 |
| 69 | 6YH11 | Paint,Marking, Fl. Orange | $4.48 | $2.83 | $3.72 | $0.89 | 288 | $256.73 |

| Line # | SKU | Description | NIPA Standard Price | Offer Price | WSCA Price | Savings | QTY 11.01.2009-10.31.2010 | Cost Savings |
|---|---|---|---|---|---|---|---|---|
| 18 | 5HH38 | Coverall,Xx Large,Pk25 | $167.18 | $109.93 | $167.18 | $57.25 | 22 | $1,259.53 |
| 21 | 5HH36 | Coverall,Large,Pk25 | $146.93 | $103.79 | $146.93 | $43.14 | 8 | $345.15 |
| 34 | 4GC50 | Glove, Disposable, Nitrile, Teal, Pk100, L | $17.44 | $9.77 | $17.44 | $7.67 | 0 | $0.00 |
| 35 | 4GC51 | Glove, Disposable, Nitrile, Teal, Pk100, XL | $17.44 | $9.77 | $17.44 | $7.67 | 0 | $0.00 |
| 81 | 1JLG4 | Photo Control,110-277 Volt | $14.74 | $8.63 | $14.74 | $6.11 | 236 | $1,442.30 |
| 75 | 4LN95 | Cap, Hard, White | $11.66 | $7.26 | $11.66 | $4.40 | 11 | $48.43 |
| 76 | 4LN75 | Cap, Hard, Hi-Viz Orange | $11.66 | $7.26 | $11.66 | $4.40 | 0 | $0.00 |
| 68 | 1AAJ7 | Two-Cycle Oil,Perfect Mix,16 oz | $7.70 | $4.79 | $7.70 | $2.91 | 376 | $1,095.77 |
| 1 | 5W419 | 20" Safety Cones | $4.86 | $4.86 | $9.51 | $4.65 | 0 | $0.00 |
| 2 | 1VN21 | Ballast Electronic,T8, 3 Lamp Instant Start | $14.99 | $11.67 | $14.99 | $3.32 | 0 | $0.00 |
| 7 | 1VN22 | Ballast Electronic,T8,4 Number of F32T8 | $14.60 | $12.78 | $14.60 | $1.82 | 0 | $0.00 |
| 6 | 1XUF3 | Core/Coil Ballast Kit | $170.10 | $38.41 | $170.10 | $131.69 | 0 | $0.00 |
| 62 | 1XUF4 | Core/Coil Ballast Kit | $126.99 | $36.52 | $126.99 | $90.47 | 0 | $0.00 |
| 4 | 1XUF7 | Core/Coil Ballast Kit | $265.73 | $72.80 | $265.73 | $192.93 | 0 | $0.00 |
| 5 | 2CEL6 | Lamp,F13BX/841/ECO,CFL,Plug-In,13W,Biax | $4.56 | $1.87 | $4.56 | $2.69 | 0 | $0.00 |
| 50 | 2HYJ1 | Battery, CR2032, Pk1 | $4.99 | $1.65 | $4.99 | $3.34 | 1 | $3.34 |
| 61 | 2MCX5 | Ballast,Electronic,T8,Instant Start | $12.93 | $10.56 | $12.93 | $2.37 | 0 | $0.00 |
| 44 | 3EMW4 | Lamp,F26DBX/841/ECO,CFL,Plug-In,26W | $11.39 | $2.69 | $11.39 | $8.70 | 0 | $0.00 |
| 8 | 3ZC27 | Rake,Spring Brace | $14.98 | $8.19 | $14.98 | $6.79 | 24 | $163.00 |
| 45 | 4HVH2 | Battery,18.0 V,2.4 Ah | $103.50 | $102.36 | $103.50 | $1.14 | 0 | $0.00 |
| 3 | 5A463 | Tape,Electric,Black | $7.79 | $2.58 | $7.79 | $5.21 | 0 | $0.00 |
| 42 | 5NPL8 | Lamp,F31t8/Spx35/U,31w | $16.45 | $4.09 | $16.45 | $12.36 | 0 | $0.00 |
| 40 | 5NPL9 | Lamp,F31t8/Spx41/U,31w | $16.45 | $4.08 | $16.45 | $12.37 | 0 | $0.00 |
| 43 | 1A034 | Ballast,F27bx Lamp | $20.23 | $20.23 | $20.69 | $0.46 | 10 | $4.60 |
| 39 | 4GA70 | Fluorescent Lamp,T8,F28T8/XL/SPX41/ECO | $2.18 | $2.17 | $2.17 | $0.00 | 37 | $0.00 |
| 27 | 4LW11 | F35T8/Spx35/Eco | $1.74 | $1.63 | $1.63 | $0.00 | 2 | $0.00 |
| 73 | 4UH07 | F35T8/Spx41/Eco | $1.74 | $1.63 | $1.63 | $0.00 | 72 | $0.00 |
| | | | | | | $1,736.80 | | $27,587.47 |

City of Las Vegas Agenda Item No.: **25.**

# *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of award of Bid No. 10.53541.06-LED, Water Pollution Control Facility Nitrification Treatment Plant Modifications located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CONSTRUCTION SERVICES UNLIMITED, INC. ($1,627,024.97 - Sanitation Enterprise Fund) - County

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $1,627,024.97
**Funding Source:** Sanitation EF
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This project consists of modifications to the Nitrification Treatment Plant (NTP) that include, but are not limited to, repair and/or replacement of return activated sludge (RAS) pump station plug valves, clarifier drain valves, replacement of RAS pump station check valves, removal of RAS weir boxes from the NTP aeration basins, installation of a diversion manhole, piping and other related valving for diverting heavy sludge and scum from the NTP and BNR plants and other related work for a complete system.

PCC: L.E. Davis
POC: Mike Froelich - (702) 568-5423

**RECOMMENDATION:**
That City Council approve award of Bid No. 10.53541.06-LED, Water Pollution Control Facility Nitrification Treatment Plant Modifications to Construction Services Unlimited, Inc. in the amount of $1,627,024.97 and approve the construction conflicts and contingency reserve of $162,702. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
Bid Abstract

**BID ABSTRACT**

**10.53541.06-LED**
**WPCF Nitrification Treatment**
**Plant Modifications**

| ITEM NO. | DESCRIPTION | U O M | APPROX QTY | Construction Services Unlimited, Inc. | | MMC Inc. | | Boulder Construction Inc | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| 1.00 | Mobilization (not more than 5% of total) | LS | 1 | $15,000.00 | $15,000.00 | $80,000.00 | $80,000.00 | $60,000.00 | $60,000.00 |
| 2.00 | All Work (not itemized below) | LS | 1 | $600,000.00 | $600,000.00 | $756,000.00 | $756,000.00 | $772,137.00 | $772,137.00 |
| 3.00 | Replace/Install Plug Valve and New Actuator 24-inch | EA | 5 | $40,000.00 | $200,000.00 | $32,000.00 | $160,000.00 | $35,000.00 | $175,000.00 |
| 3.01 | Replace/Install Plug Valve and New Actuator 20-inch | EA | 3 | $23,000.00 | $69,000.00 | $19,000.00 | $57,000.00 | $19,000.00 | $57,000.00 |
| 4.00 | Repair/Install Plug Valve (Plug, Packing, Bearing) and New Actuator 24-inch | EA | 12 | $34,166.67 | $410,000.04 | $27,000.00 | $324,000.00 | $28,000.00 | $336,000.00 |
| 4.01 | Repair/Install Plug Valve (Plug, Packing, Bearing) and New Actuator 20-inch | EA | 7 | $20,785.71 | $145,499.97 | $17,000.00 | $119,000.00 | $17,000.00 | $119,000.00 |
| 5.00 | Repair/Install Plug Valve (Packing, Bearing) and New Actuator 24-inch | EA | 1 | $32,000.00 | $32,000.00 | $26,000.00 | $26,000.00 | $28,000.00 | $28,000.00 |
| 5.01 | Repair/Install Plug Valve (Packing, Bearing) and New Actuator 20-inch | EA | 1 | $19,500.00 | $19,500.00 | $17,000.00 | $17,000.00 | $17,000.00 | $17,000.00 |
| 6.00 | Replace/Install 20-inch Check Valve | EA | 11 | $10,636.36 | $116,999.96 | $11,000.00 | $121,000.00 | $11,000.00 | $121,000.00 |
| 7.00 | Replace/Install 12-inch Drain Valve | EA | 1 | $5,900.00 | $5,900.00 | $6,000.00 | $6,000.00 | $6,000.00 | $6,000.00 |
| 7.01 | Repair/Install 12-inch Drain Valve | EA | 7 | $1,875.00 | $13,125.00 | $3,000.00 | $21,000.00 | $1,800.00 | $12,600.00 |
| | **Total Base Bid Amount** | | | | $1,627,024.97 | | $1,687,000.00 | | $1,703,737.00 |
| | | | | | **Corrected Total** | | | | |
| | **Engineer's Estimate: $2,770,537** | | | | | | | | |
| | **Responsive Bidder** | | | | Yes | | | | |
| | **Responsible Bidder** | | | | Yes | | | | |

TO: David Mendenhall Please review and approve recommended award to

Construction Services Unlimited, Inc. in the amount of $ 1,627,024.97

Purchasing & Contracts Representative — 12/22/10 Date

Using Department Authorized Rep Signature — 12-23-10 Date

BID ABSTRACT

**10.53541.06-LED**
**WPCF Nitrification Treatment**
**Plant Modifications**

| ITEM NO. | DESCRIPTION | U.O.M | APPROX QTY | Harber Company | | Western Summit Contractors, Inc | | APCO Construction Inc | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| 1.00 | Mobilization (not more than 5% of total) | LS | 1 | $82,000.00 | $82,000.00 | $75,000.00 | $75,000.00 | $55,000.00 | $55,000.00 |
| 2.00 | All Work (not itemized below) | LS | 1 | $677,000.00 | $677,000.00 | $698,779.00 | $698,779.00 | $960,900.00 | $960,900.00 |
| 3.00 | Replace/Install Plug Valve and New Actuator 24-inch | EA | 5 | $40,000.00 | $200,000.00 | $37,270.00 | $186,350.00 | $37,637.00 | $189,185.00 |
| 3.01 | Replace/Install Plug Valve and New Actuator 20-inch | EA | 3 | $25,000.00 | $75,000.00 | $22,606.00 | $67,818.00 | $22,619.00 | $67,857.00 |
| 4.00 | Repair/Install Plug Valve (Plug, Packing, Bearing) and New Actuator 24-inch | EA | 12 | $35,000.00 | $420,000.00 | $32,880.00 | $394,560.00 | $31,381.00 | $376,572.00 |
| 4.01 | Repair/Install Plug Valve (Plug, Packing, Bearing) and New Actuator 20-inch | EA | 7 | $22,000.00 | $154,000.00 | $21,939.00 | $153,573.00 | $20,989.00 | $146,923.00 |
| 5.00 | Repair/Install Plug Valve (Packing, Bearing) and New Actuator 24-inch | EA | 1 | $35,000.00 | $35,000.00 | $31,585.00 | $31,585.00 | $30,783.00 | $30,783.00 |
| 5.01 | Repair/Install Plug Valve (Packing, Bearing) and New Actuator 20-inch | EA | 1 | $24,000.00 | $24,000.00 | $24,144.00 | $24,144.00 | $19,877.00 | $19,877.00 |
| 6.00 | Replace/Install 20-inch Check Valve | EA | 11 | $12,000.00 | $132,000.00 | $14,969.00 | $164,659.00 | $9,545.00 | $104,995.00 |
| 7.00 | Replace/Install 12-inch Drain Valve | EA | 1 | $9,000.00 | $9,000.00 | $23,406.00 | $23,406.00 | $6,833.00 | $6,833.00 |
| 7.01 | Repair/Install 12-inch Drain Valve | EA | 7 | $3,000.00 | $21,000.00 | $3,018.00 | $21,126.00 | $3,466.00 | $24,262.00 |
| | **Total Base Bid Amount** | | | | $1,829,000.00 | | $1,841,000.00 | | $1,983,187.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | **Engineer's Estimate: $2,770,537** | | | | | | | | |
| | **Responsive Bidder** | | | | | | | | |
| | **Responsible Bidder** | | | | | | | | |

BID ABSTRACT

**10.53541.06-LED**
**WPCF Nitrification Treatment**
**Plant Modifications**

| ITEM NO. | DESCRIPTION | U O M | APPROX QTY. | W.W. Cylde | | Western States Contracting Inc | |
|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| 1.00 | Mobilization (not more than 5% of total) | LS | 1 | $75,000.00 | $75,000.00 | $94,000.00 | $94,000.00 |
| 2.00 | All Work (not itemized below) | LS | 1 | $750,000.00 | $750,000.00 | $885,815.00 | $885,815.00 |
| 3.00 | Replace/Install Plug Valve and New Actuator 24-inch | EA | 5 | $41,000.00 | $205,000.00 | $44,825.00 | $224,125.00 |
| 3.01 | Replace/Install Plug Valve and New Actuator 20-inch | EA | 3 | $26,000.00 | $78,000.00 | $29,100.00 | $87,300.00 |
| 4.00 | Repair/Install Plug Valve (Plug, Packing, Bearing) and New Actuator 24-inch | EA | 12 | $36,000.00 | $432,000.00 | $33,850.00 | $406,200.00 |
| 4.01 | Repair/Install Plug Valve (Plug, Packing, Bearing) and New Actuator 20-inch | EA | 7 | $24,000.00 | $168,000.00 | $24,815.00 | $173,705.00 |
| 5.00 | Repair/Install Plug Valve (Packing, Bearing) and New Actuator 24-inch | EA | 1 | $30,000.00 | $30,000.00 | $12,400.00 | $12,400.00 |
| 5.01 | Repair/Install Plug Valve (Packing, Bearing) and New Actuator 20-inch | EA | 1 | $20,000.00 | $20,000.00 | $18,100.00 | $18,100.00 |
| 6.00 | Replace/Install 20-inch Check Valve | EA | 11 | $17,000.00 | $187,000.00 | $14,370.00 | $158,070.00 |
| 7.00 | Replace/Install 12-inch Drain Valve | EA | 1 | $8,000.00 | $8,000.00 | $15,800.00 | $15,800.00 |
| 7.01 | Repair/Install 12-inch Drain Valve | EA | 7 | $5,000.00 | $35,000.00 | $16,145.00 | $113,015.00 |
| | **Total Base Bid Amount** | | | | $1,988,000.00 | | $2,188,530.00 |
| | | | | | | | |
| | | | | | | | |
| | **Engineer's Estimate: $2,770,537** | | | | | | |
| | **Responsive Bidder** | | | | | | |
| | **Responsible Bidder** | | | | | | |

City of Las Vegas Agenda Item No.: **26.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**
**DIRECTOR: CANDACE FALDER, Acting** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of award of Agreement No. 110118-LD, Design Services for Rancho-Fort Apache Storm Drain from CC 215 Beltway to Elkhorn Road - Department of Public Works - Award recommended to: THE LOUIS BERGER GROUP, INC. ($804,855 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $804,855
**Funding Source:** Road and Flood CPF
**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**
This agreement provides for the design of upgrade to the storm drains along Fort Apache Drive from CC 215 to Elkhorn Road and to provide consulting services during the bidding and construction processes. Funding for this project is provided by the Regional Flood Control District.

PCC: L.E. Davis
POC: Syndi Dudley, Ph.D., P.E. - (702) 736-6632

**RECOMMENDATION:**
That City Council approve award of Agreement No. 110118-LD, Design Services for Rancho-Fort Apache Storm Drain from CC 215 Beltway to Elkhorn Road to the Louis Berger Group, Inc. in the amount of $628,706 and additional services in the amount of $176,149. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**
1. Agreement No. 110118-LD
2. Certificate - Disclosure of Ownership/Principals

# PRIME DESIGN SERVICES AGREEMENT
# FOR
# RANCHO - FORT APACHE STORM DRAIN

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **THE LOUIS BERGER GROUP, INC.**, (the "Consultant"), a **Corporation**, whose address is **500 E. Amigo Court, Suite 100, Las Vegas, NV 89119**, and fax number is **(702) 736-6632**.

## WITNESSETH:

WHEREAS, the City intends to construct the **Rancho** - Fort Apache Storm Drain (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

## SECTION ONE
## CONSULTANT RESPONSIBILITIES

**1.01** ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

**1.02** ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

**1.03** ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

**1.04** ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

**1.05** ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

**1.06** ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

**1.07** ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

**1.08** ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

## SECTION TWO
## CITY RESPONSIBILITIES

**2.01** ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

**2.02** ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.03** ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

**2.04** ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

## SECTION THREE
## CHANGES TO CONSULTANT'S SERVICES

**3.01** ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

**3.02** ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required

to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

## SECTION FOUR
## ADDITIONAL SERVICES OF CONSULTANT

**4.01** ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

**4.02** ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

## SECTION FIVE
## SUBCONSULTANT AGREEMENT

**5.01** ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

## SECTION SIX
## TERM OF AGREEMENT

**6.01** ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

**6.02** ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

## SECTION SEVEN
## COMPENSATION AND TERMS OF PAYMENT

**7.01** ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

**7.02** ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the

Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

**7.03** ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

**7.04** ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

**7.05** ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

**7.06** ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

## SECTION EIGHT
## PERFORMANCE SCHEDULE

**8.01** ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

## SECTION NINE
## AUDIT: ACCESS TO RECORDS

**9.01** ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.02** ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

**9.03** ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.04** ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

# SECTION TEN
# MISCELLANEOUS PROVISIONS

**10.01** ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

**10.02.** ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

**10.03** ***Termination for Cause or Other Resolution.***

**A.** ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

**B.** ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

**10.04** ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

**10.05** ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims 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 Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-

owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** 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. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

**10.06** ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant fails to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

**10.07** ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.08** ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

**10.09** ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by

law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

**10.10** ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

**10.11** ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12** ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

**10.13** ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.14** ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

**10.15** ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

**10.16** ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17** ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

**10.18** ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

**10.19** ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10.20** ***Claim or Dispute Resolution.***

**A.** ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

**B.** ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

**C.** ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

**D.** ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

**E.** ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

**F.** ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

**G.** ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

**H.** ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

**10.21** ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

**10.22** ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

**10.23** ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

**10.24** ***Counterparts; Electronic Delivery.*** This Agreement 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.

**10.25** ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Kadilla 12/23/10

Deputy City Attorney Date

**CITY OF LAS VEGAS**

By_____

Kathleen C. Rainey, Manager, Purchasing & Contracts

**CONSULTANT**

By_____

Roger Patton, P.E., The Louis Berger Group, Inc.

# LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

# EXHIBIT "A"

# SCOPE OF SERVICES

## ARTICLE 100: GENERAL INFORMATION

### 100.1 Project Overview

**100.1.1** Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings, Special Provisions, Cost Estimates and reports for the Rancho Road System – Beltway Fort Apache Storm Drain. The Rancho Road System - Beltway Fort Apache Storm Drain is described in the 2008 Las Vegas Valley Flood Control Master Plan Update as Facility Numbers RCHB 0227 and RCHB 0250. The project entails construction of an RCB storm drain and collection system including, but not limited to:

1. A regional flood control facility consisting of approximately 1,000 ft of 11 ft x 8 ft RCB along the CC 215 Beltway between Fort Apache Road and an existing concrete channel (RCHB 0227);
2. A regional flood control storm drain system consisting of approximately 4,000 ft of 11 ft x 8 ft RCB between the CC 215 Beltway and Elkhorn Road including drop inlets and laterals (RCHB 0250);
3. Approximately 1,600 ft of 36" RCP storm drain on Deer Springs Way, connecting the existing storm drain, between Grand Canyon Drive and Fort Apache;
4. Approximately 660 lf of 24" RCP storm drain on the south side of Echelon Point Drive;
5. Approximately 660 lf of half-street roadway improvements on the south side of Echelon Point Drive;
6. Any other facilities associated with the storm drains such as access vaults, connections, manholes, drop inlets, lateral pipes, headwalls, access ramps, plugs, roadway reconstruction, access control gates and fences.

### 100.2 Construction Cost Budget

**100.2.1** Construction Cost Budget: **To Be Determined, Section 1.08 Responsibility for Construction Document Revisions does not apply.**

### 100.3 Project Contact Information

**100.3.1** The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

**100.3.2** The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default.

### 100.4 Plan Control and Standards

**100.4.1** All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

**100.4.1.1** Policy on Geometric Design of Highways and Streets (AASHTO)

**100.4.1.2** Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada

**100.4.1.3** Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

**100.4.1.4** Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction

**100.4.1.5** Manual on Uniform Traffic Control Devices
**100.4.1.6** Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
**100.4.1.7** Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
**100.4.1.8** Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
**100.4.1.9** Las Vegas Valley Water District (LVVWD) Rules and Regulations
**100.4.1.10** Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
**100.4.1.11** Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
**100.4.1.12** Freeway and Arterial System of Transportation (FAST) standards

**100.4.2** The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

**100.5 Changes to Scope of Services**

**100.5.1** If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

**100.5.2** The City Engineer or their authorized representative may at any time, only be written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

**100.6 Responsibilities of the Consultant**

**100.6.1** The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

**100.6.2** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

**100.6.3** Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

**100.6.4** Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

**100.6.5** The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

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

**100.6.7** The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

**100.6.8** All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

**100.6.9** The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

**100.6.10** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

**100.6.11 Plan and Special Provision Production and Submission**

**100.6.11.1** All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards. Specifications shall be prepared in City standard format using the software program Microsoft Word 2000 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

**100.6.11.2** All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets (with 22" x 34" border) and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). **Plans that do not meet these requirements will not be accepted.**

**100.6.11.3** Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

**100.6.11.4** Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

**100.6.11.5** Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered

unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

**100.6.12 Cost Estimates**

**100.6.12.1** The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in City standard format using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The estimate will be broken down by funding source as directed by the City. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

**100.6.13 Construction Change Orders**

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Oder Tracking Form indicating the reason for the change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review change orders or construction change directives prior to final negotiation with the Contractor and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to identify potential construction change directives that will fall into the categories listed in the previous sentence and to notify the consultant of such possible change orders or construction change directives prior to final negotiation and approval. The City may, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive and/or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the change order), advance notice to the consultant is not always possible or practical. The Consultant is herby advised, potential change order work, including work tracked on force account, will sometimes proceed (usually as a construction change directive or as disputed work) prior to any change order being drafted or reason code applied by City.

**100.6.14 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:**

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Agreement.

**100.6.14.1 Article 200 – Preliminary and General Items**

**100.6.14.2 Article 300 – 30% Design Phase**

**100.6.14.3 Article 400 – 70% Design Phase**

**100.6.14.4 Article 500 – 90% Design Phase**

**100.6.14.5 Article 600 – 100% Design Phase**

**100.7 Responsibilities of the City**

**100.7.1 The City shall be responsible for the following:**

**100.7.1.1** Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

**100.7.1.2** Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

**100.7.1.3** Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

**100.7.1.4** Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

**100.7.2 The City's Review Process**

**100.7.2.1** Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

**100.7.2.2** If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

**100.7.2.3** The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

**100.7.2.4** After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

## ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

**101.1 Project Management**

**101.1.1** Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

**101.1.2** The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

**101.1.3** On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

**101.2 Kick-Off Meeting and Design Progress Meetings**

**101.2.1** Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

**101.2.2** Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

**101.2.3** Consultant shall attend approximately twelve (12) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

**101.2.4** Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

**101.3 Utility and Agency Coordination**

**101.3.1** Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

**101.3.1.1** Clark County Regional Flood Control District ("CCRFCD")

**101.3.1.2** Clark County Department of Public Works

**101.3.1.3** City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

**101.3.1.4** Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

**101.3.1.5** Freeway and Arterial System of Transportation ("FAST")

**101.3.1.6** Utility providers, including but not limited to, Nevada Power Company, Embarq, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

**101.3.1.7** Nevada Department of Transportation ("NDOT") and

**101.3.1.8** Other local and state agencies as required.

**101.3.2** The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans may be required. Unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

**101.3.2.1** Preparation of minor utility relocation plans, including those prepared exclusively by the Consultant as well as coordination for incorporation of those plans by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

**101.3.2.2** Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

**101.3.2.3** Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

**101.3.3** The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section to identify current projects, encroachment agreements, covenants running with the land and any other existing information that may have an impact on the project.

**101.3.4** The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

**101.3.5** The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

**101.3.6** Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

**101.3.7** The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

**101.3.8** City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

**101.3.9** Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with applicable utilities approval signatures.

**101.4 Project Permits**

During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

**101.4.1** Deliverables: Matrix of required permits.

**101.5 Clark County Regional Flood Control District Section 8 Initial Screening**

The Consultant shall initiate the facility-specific environmental review by performing preliminary screening analysis to determine the potential for project impacts to geology and soils, paleontology, surface water, groundwater, biological resources, cultural resources, air quality, visual resources, recreation, hazardous materials and land use. If the initial screening concludes that no potential impacts are to be expected, the Consultant will prepare a letter/memorandum documenting the review process for submittal to the CCRFCD. If the initial screening concludes that potential impacts are expected, then a facility specific environmental review will be performed per CCRFCD requirements. Facility specific environmental review, if required, is not a part of this scope and will be conducted only upon separate authorization under Additional Services.

## ARTICLE 102: 30% DESIGN PHASE

**102.1 Survey**

**102.1.1** Control Survey. Control surveys for the project will include aerial panels and establishing a ground coordinate system. The control survey will be tied to the City's established horizontal and vertical control network. Existing monuments within the project limits will be tied into this control network. Consultant will establish roadway alignments from control information found in the field and record information.

**102.1.2** Design Survey. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial mapping. Specifically these tasks shall include, but are not limited to, the following:

**102.1.2.1** Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings

**102.1.2.2** Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, based upon a published City benchmark

**102.1.2.3** Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates

**102.1.2.4** Establish Project coordinate system

**102.1.2.5** All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)

**102.1.2.6** Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data along the storm drain facility alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street

**102.1.2.7** The Consultant will coordinate any required private property access with the City's Representative.

**102.1.3** Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by City of Las Vegas' City Surveyor. City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. Research available record information, parcel maps, subdivision maps and records of survey to establish a record alignment of the Project. Use this record alignment as a basis to assist in locating existing monuments, during the field survey phase of this Project. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

**102.1.4** Deliverables: The Consultant shall submit three (3) copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

**102.2 Right-of-Way**

**102.2.1** Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare legal descriptions with

property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

Title Reports will be provided if requested by the City and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

**102.2.2** Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. Utility Prior Rights will be identified by the Consultant with the assistance of the City. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

**102.2.3** 30% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included in Preliminary Design Report.

**102.2.4** 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

**102.2.5** 90% Submittal. The acquisition status table shall be updated and submitted to the City for review.

**102.2.6** 100% Submittal. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

**102.2.7** Deliverables: 24" x 36" exhibits at the 30% Submittal as outlined in 102.2.3; 24" x 36" exhibits at the 70% Submittal as outlined in 102.2.4; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 102.2.5; Summary Letter of Right-of-Way, Easements and AEP status at the 100% Submittal as outlined in 102.2.6;.

**102.3 Records Review, Information Research and Analysis of Data**

**102.3.1** Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

**102.3.2** The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

**102.3.3** The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take photographs during the field investigation to document field conditions throughout the Project.

**102.4 Utility Potholing**

**102.4.1** Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of sixty (60) potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

**102.4.2** For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

**102.4.3** Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

**102.4.4** Consultant shall conduct utility designation to identify, mark and survey the approximate horizontal location of surface and subsurface utilities within the project limits. Record and mark the horizontal location of existing poles and overhead facilities. All designation information shall be color coded and provided in an electronic format to match the municipalities CADD standards.

**102.5 Geotechnical Investigation** - The Consultant shall provide a Geotechnical Data Report and a Geotechnical Interpretive Report as detailed below, the drafts of these reports will be included in the Preliminary Design Report:

**102.5.1** Geotechnical Data Report is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor: "*This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.*"

**102.5.2** Geotechnical Interpretive Report is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

**102.5.3** It is anticipated that the geotechnical reports may include, but is not limited to the following:

**102.5.3.1** Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.

**102.5.3.2** Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.

**102.5.3.3** Perform laboratory testing on samples.

**102.5.3.4** Identify the corrosive characteristics of the soil.

**102.5.3.5** Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;

**102.5.3.6** Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods.

**102.5.3.7** Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.

**102.5.3.8** Provide recommendation and definition for suitable and unsuitable materials.

**102.5.3.9** Make recommendations for the treatment and/or removal of unsuitable bearing soils.

**102.5.3.10** Make recommendations for trench safety during excavation.

**102.5.3.11** Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

**102.5.3.12** Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed using a handheld GPS device, field identified, and included in the plans.

**102.5.3.13** Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.

**102.5.3.14** Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.

**102.5.3.15** Make recommendation for trench patching.

**102.5.4** The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

**102.5.5** It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

**102.5.6** Deliverables: The Consultant shall provide five (5) bound copies of each of the Geotechnical Data Report and the Geotechnical Interpretive Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

**30% Design Phase Submittal**

**102.5.7** 30% Design Phase Plans

**102.5.7.1** The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. The plans will be set up with sheet breaks at strategic locations to facilitate future construction phasing. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

**102.5.8** Preliminary Design Report

**102.5.8.1** The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

**102.5.8.1.1** Cover page
**102.5.8.1.2** Table of Contents
**102.5.8.1.3** Executive Summary
**102.5.8.1.4** Transmittal memo stamped and signed by the Consultant Project Manager
**102.5.8.1.5** Inventory of existing conditions, including photo library
**102.5.8.1.6** Adjacent completed projects summary
**102.5.8.1.7** Design controls and assumptions
**102.5.8.1.8** Survey Summary (including Record of Survey and approval from City Surveyor)
**102.5.8.1.9** Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative)
**102.5.8.1.10** Utility Issues and Conflicts Summary
**102.5.8.1.11** Summary of Permits (including a summary matrix of required permits)
**102.5.8.1.12** Draft Geotechnical Data Report
**102.5.8.1.13** Draft Geotechnical Interpretive Report
**102.5.8.1.14** Preliminary Drainage Study (including hydraulic analyses)
**102.5.8.1.15** Construction Cost Estimate and
**102.5.8.1.16** 30% Design Phase Plans

**102.5.8.2** Comments received on the Preliminary Drainage Report will be addressed in writing and included in the Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Design Report.

**102.5.9** Deliverables: Submit four (4) copies of the Preliminary Design Report to the City; Submit one (1) electronic copy of the Preliminary Design Report to the City; Submit two full size sets (24" X 36") and one half size set (11" X 17") of the 30% Design Phase Plans to the City; Submit two (2) copies of the Preliminary Design Report and two half size sets (11" x 17") of the 30% Design Phase Plans to the RFCD; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

**102.6 Walk Through**

**102.6.1** After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

**102.6.2** Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

**102.7 Overall Project Scope, Schedule and Budget Review**

**102.7.1** After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Agreement was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this agreement or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this agreement. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this agreement as specifically allowed in other sections of this agreement.

**102.7.1.1** Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

**102.7.1.2** Consultant is hereby informed of the purpose of the deliverables in **102.6.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

## ARTICLE 103: 70% DESIGN PHASE

### 103.1 70% Design Phase Submittal

**103.1.1** Detailed Hydraulic Analysis and Draft Final Drainage Report - The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

**103.1.1.1** Deliverables: Submit four (4) copies of the Draft Final Design Report and Response to Comments to the City, two (2) copies of the Draft Final Design Report and Response to Comments to the RFCD; Submit one (1) electronic copy of the Draft Final Design Report to the City.

**103.1.2** 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

**103.1.2.1** City Standard Cover Sheet identifying Project Participants
**103.1.2.2** Note sheet with plan index, vicinity map, benchmark, and basis of bearings
**103.1.2.3** Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
**103.1.2.4** Abbreviations and Symbols
**103.1.2.5** Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
**103.1.2.6** Horizontal control for centerline and rights-of-way monumentation plan
**103.1.2.7** Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
**103.1.2.8** Sheet Index with key map
**103.1.2.9** Typical Cross Section Sheets
**103.1.2.10** Roadway Reconstruction Plan and Profiles
**103.1.2.11** Construction Details
**103.1.2.12** Storm Drain Plan and Profiles (including lateral plan and profiles)
**103.1.2.13** Storm Drain Details
**103.1.2.14** Utility Plans
**103.1.2.15** Traffic Striping and Signing Plans
**103.1.2.16** Structural Drawings
**103.1.2.17** Special Details as required for the Project
**103.1.2.18** Design Exception Memorandum

**103.1.2.19** Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City; Submit two (2) copies of the half scale plans to the RFCD; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

**103.1.3** 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

**103.1.3.1** Deliverables: Submit the 70% cost estimate to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 70% cost estimate to the RFCD.

**103.1.4** 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

## ARTICLE 104: 90% DESIGN PHASE

**104.1 90% Design Phase Submittal**

**104.1.1** Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

**104.1.1.1** Deliverables: Submit four (4) copies of the Final Design Report and response to comments to the City, Submit two (2) copies of the Final Design Report and response to comments to the RFCD; Submit one (1) electronic copy of the Final Design Report to the City.

**104.1.2** 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

**104.1.2.1** Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City: Submit two (2) copies of the half scale plans to the RFCD; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

**104.1.3** 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item and plan sheet shall be prepared by the Consultant.

**104.1.3.1** Deliverables: Submit the 90% cost estimate to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 90% cost estimate to the RFCD.

**104.1.4** 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

**104.1.4.1** Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to the RFCD.; and one electronic CD copy.

**104.1.5** 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

**104.1.6** Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

**104.1.7** Project Presentations - Any required project presentations not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

## ARTICLE 105: 100% DESIGN PHASE

### 105.1 100% Design Phase Submittal

**105.1.1** The 100% submittal shall include all the elements of Article 104 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and RFCD; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (bond) submittal**. Plan set and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. Consultant shall submit a bond set of the final plans for this project.

**105.1.1.1** Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to the RFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

**105.1.1.2** Deliverables for the 100% Final (bond) Submittal: One set of bond plan sheets stamped and signed by a Nevada P.E; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two copies of final structural calculations to the RFCD. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

END OF EXHIBIT "A"

# EXHIBIT "B"

# REQUIRED SUBMITTALS

## ARTICLE 200: GENERAL

**200.1** When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

**200.2** The Consultant shall provide the following submittals (outlined in Article 200 through Article 1000 of Exhibit B – Required Submittals), delivered to the City and reference the entire Agreement and other Exhibits for additional submittals and requirements:

**200.3 Certificates of Insurance**

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

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) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

## ARTICLE 201: PRELIMINARY AND GENERAL ITEMS

**201.1** Meeting agendas
**201.2** Meeting minutes
**201.3** Detailed project schedule for design
**201.4** Detailed project schedule for construction
**201.5** Detailed scope for project design
**201.6** Right-of-way acquisition memorandum
**201.7** Site survey
**201.8** Utility conflict schedule and pothole plan
**201.9** Permit applications
**201.10** Permit matrix
**201.11** Other entity/agency permits as needed for project
**201.12** Section 8 initial screening
**201.13** Draft and recorded record of survey
**201.14** Right-of-way exhibits as outlined in exhibit a
**201.15** Facilities alternatives analysis
**201.16** Geotechnical investigation reports

**201.17** Design exceptions memorandum

## ARTICLE 202: 30% DESIGN PHASE

**202.1** Preliminary drainage report
**202.2** Preliminary design report
**202.3** 30% design plans/construction drawings (5 half size sets and 10 full size sets)
**202.4** 30% special provisions
**202.5** 30% construction cost estimate

## ARTICLE 203: 70% DESIGN PHASE

**203.1** Draft final design report
**203.2** 70% design plans/ construction drawings (5 half size and 10 full size sets)
**203.3** 70% special provisions
**203.4** 70% construction cost estimate (broken out by funding source)
**203.5** Structural drawings
**203.6** Special details
**203.7** "recorded" record of survey

## ARTICLE 204: 90% DESIGN PHASE

**204.1** Final design report
**204.2** Project presentation (for regional flood control projects only)
**204.3** 90% design plans/ construction drawings
**204.4** 90% special provisions
**204.5** 90% construction cost estimate (broken out by funding source
**204.6** Construction easement map
**204.7** Mail labels for property owners

## ARTICLE 205: 100% DESIGN PHASE (PRE-FINAL SUBMITTAL)

**205.1** Pre-final plans/ construction drawings (5 half size sets and 10 full size sets)
**205.2** Pre-final special provisions (bound)
**205.3** Pre-final construction cost estimate (broken out by funding source)
**205.4** Pre-final bid schedule
**205.5** Structural calculations

## ARTICLE 206: 100% DESIGN PHASE (FINAL SUBMITTAL)

**206.1** Bond plan sheets/ construction drawings stamped and signed by a Nevada P.ESets of half size plans/ construction drawings
**206.2** 5 sets of half size plans/ construction drawings
**206.3** Special provisions (unbound) stamped and signed by a Nevada P.E.
**206.4** 5 copies of the special provisions (bound)
**206.5** Final construction cost estimate broken out by funding source in Microsoft Excel
**206.6** Bid schedule
**206.7** Electronic copy of the construction schedule in Microsoft Project schedule format
**206.8** Electronic copies of the plans/ construction drawings in AutoCAD using the city of Las Vegas' Cad standards
**206.9** Electronic copy of the special provisions in Microsoft Word
**206.10** Electronic copy of the construction cost estimate and bid schedule in Microsoft Excel
**206.11** Construction drawings and special provisions ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections

## ARTICLE 207: ADDITIONAL SUBMITTALS

**210.1** If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.

**210.2** Nevada Power, Las Vegas Valley Water District, Southwest Gas, Embarq and Cox applications to their design departments, and written notice to the City of the submittal dates for each.

**210.3** Construction Drawings and Special Provisions as described in the Scope of Services (**Exhibit "A"**) at 30%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 30%, 70%, 90% and 100% submittals.

END OF EXHIBIT "B"

# EXHIBIT "C"

# PERFORMANCE SCHEDULE

## ARTICLE 300: NOTICE TO PROCEED

**300.1** The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

**300.2** *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

**300.3** *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

## ARTICLE 301: PERFORMANCE SCHEDULE

**301.1** The maximum allowed time to complete each phase of the work is shown in the following table:

| PHASE | CALENDAR DAYS TO COMPLETE | REMARKS |
|---|---|---|
| 30% DESIGN PHASE | 140 | Includes fifty (50) days for topographic mapping and thirty (30) days for utilities research and designating |
| 70% DESIGN PHASE | 90 | Following receipt of all comments on the 30% Design Phase |
| 90% DESIGN PHASE | 60 | Following receipt of all comments on the 70% Design Phase |
| 100% PRE-FINAL DESIGN PHASE | 45 | Following receipt of all comments on the 90% Design Phase |
| 100% DESIGN PHASE | 30 | Following receipt of all comments on the Pre-final Design Phase |
| | | |
| | | |
| | | |
| | | |
| **TOTAL CALENDAR DAYS TO COMPLETE:** | **365** | |

## ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

**302.1** The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

**302.2** Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

## ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

**303.1** It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant

assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

**303.1.1** No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

# EXHIBIT "D"

# FEE BREAKDOWN

## ARTICLE 400: TOTAL COMPENSATION

**400.1** The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$804,855.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

## ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

**401.1** The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

| BASIC SERVICES | | REMARKS |
|---|---|---|
| TOTAL NOT TO EXCEED COST | $ 628,706.00 | |

**401.1** The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

**401.2** The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

**401.3** The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

**401.4**

**401.5** The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, and (2) the Total Not to Exceed Cost for Basic Services is not exceeded.

## EXHIBIT D1 - BASIC SERVICES FEE BREAKDOWN

| TASK | DESCRIPTION | PRINCIPLE IN CHARGE | PROJECT MANAGER | PROJECT ENGINEER | HYDROLOGIST/ DESIGNER | STRUCTURAL ENGINEER | UTILITY SPECIALIST | TRAFFIC ENGINEER | ROADWAY ENGINEER | ENVIRON. PLANNER | CADD MANAGER | CADD TECHNICIAN | CLERICAL | Hours Subtotal | Direct Expenses | Lump Sum Task Amounts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $219 | $182 | $110 | $68 | $150 | $115 | $140 | $110 | $110 | $115 | $75 | $77 | | | |
| 101 | PRELIMINARY AND GENERAL ITEMS | | | | | | | | | | | | | | | |
| 101.1 | Project Management | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 28 | $0.00 | $4,676.00 |
| 101.2 | Kick-Off Meeting and Progress Meetings | 0 | 24 | 48 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 80 | $0.00 | $10,568.00 |
| 101.3 | Utility and Agency Coordination | 0 | 4 | 16 | 0 | 0 | 48 | 0 | 0 | 0 | 0 | 16 | 4 | 88 | $0.00 | $9,516.00 |
| 101.4 | Project Permits | 0 | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | $0.00 | $1,244.00 |
| 101.5 | CCRFCD Section 8 Initial Screening | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | 0 | 0 | 2 | 36 | $0.00 | $4,038.00 |
| 101 | Subtotal Hours | 0 | 56 | 72 | 0 | 0 | 56 | 0 | 0 | 32 | 0 | 16 | 10 | 242 | | |
| 101 | Subtotal Fee | $0.00 | $10,192.00 | $7,920.00 | $0.00 | $0.00 | $6,440.00 | $0.00 | $0.00 | $3,520.00 | $0.00 | $1,200.00 | $770.00 | | $0.00 | $30,042.00 |
| 102 | 30% DESIGN PHASE | | | | | | | | | | | | | | | |
| 102.1 | Survey | 0 | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 12 | $35,970.00 | $37,444.00 |
| 102.2 | Right-of-Way | 0 | 4 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $15,100.00 | $17,148.00 |
| 102.3 | Records Review, Information Research and Analysis of Data | 0 | 2 | 12 | 24 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | $4,500.00 | $9,656.00 |
| 102.4 | Utility Potholing | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | $115,050.00 | $117,810.00 |
| 102.5 | Geotechnical Investigation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $20,800.00 | $20,800.00 |
| 102.5.7 | 30% Design Phase Plans | 0 | 32 | 180 | 80 | 16 | 48 | 0 | 16 | 0 | 8 | 160 | 0 | 540 | $0.00 | $53,664.00 |
| 102.5.8 | Preliminary Design Report | 0 | 16 | 64 | 80 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 8 | 208 | $0.00 | $19,008.00 |
| 102.6 | Walk Through | 0 | 4 | 8 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $0.00 | $2,068.00 |
| 102.7 | Overall Project Scope, Schedule and Budget Review | 0 | 8 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $0.00 | $2,356.00 |
| 102 | Subtotal Hours | 0 | 68 | 288 | 184 | 16 | 96 | 0 | 16 | 0 | 10 | 200 | 8 | 886 | | |
| 102 | Subtotal Fee | $0.00 | $12,376.00 | $31,680.00 | $12,512.00 | $2,400.00 | $11,040.00 | $0.00 | $1,760.00 | $0.00 | $1,150.00 | $15,000.00 | $616.00 | | $191,420.00 | $279,954.00 |
| 103 | 70% DESIGN PHASE | | | | | | | | | | | | | | | |
| 103.1.1 | Detailed Hydraulic Analysis and Draft Final Design Report | 0 | 12 | 40 | 80 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 148 | $0.00 | $13,560.00 |
| 103.1.2 | 70% Design Phase Plans | 4 | 48 | 180 | 80 | 64 | 80 | 64 | 24 | 0 | 8 | 240 | 0 | 792 | $0.00 | $84,172.00 |
| 103.1.3 | 70% Design Phase Construction Cost Estimate | 0 | 4 | 24 | 8 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 52 | $0.00 | $5,852.00 |
| 103.1.4 | 70% Walk Through | 0 | 4 | 6 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | $0.00 | $1,848.00 |
| 103 | Subtotal Hours | 4 | 68 | 250 | 168 | 64 | 104 | 68 | 24 | 0 | 8 | 240 | 8 | 1,006 | | |
| 103 | Subtotal Fee | $876.00 | $12,376.00 | $27,500.00 | $11,424.00 | $9,600.00 | $11,960.00 | $9,520.00 | $2,640.00 | $0.00 | $920.00 | $18,000.00 | $616.00 | | $0.00 | $105,432.00 |
| 104 | 90% DESIGN PHASE | | | | | | | | | | | | | | | |
| 104.1.1 | Final Design Report | 0 | 4 | 24 | 40 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 8 | 80 | $0.00 | $7,164.00 |
| 104.1.2 | 90% Design Phase Plans | 4 | 64 | 220 | 80 | 64 | 64 | 40 | 16 | 0 | 8 | 200 | 0 | 760 | $0.00 | $82,404.00 |
| 104.1.3 | 90% Design Phase Construction Cost Estimate | 0 | 4 | 32 | 12 | 0 | 16 | 4 | 0 | 0 | 0 | 0 | 0 | 68 | $0.00 | $7,464.00 |
| 104.1.4 | 90% Design Phase Special Provisions | 0 | 60 | 0 | 0 | 0 | 32 | 12 | 0 | 0 | 0 | 0 | 4 | 108 | $0.00 | $16,588.00 |
| 104.1.5 | 90% Walk Through | 0 | 4 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | $0.00 | $1,628.00 |
| 104.1.6 | Bidability and Constructability Meeting | 0 | 4 | 6 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | $0.00 | $1,848.00 |
| 104 | Subtotal Hours | 4 | 140 | 286 | 132 | 64 | 124 | 56 | 16 | 0 | 8 | 200 | 12 | 1,042 | | |
| 104 | Subtotal Fee | $876.00 | $25,480.00 | $31,460.00 | $8,976.00 | $9,600.00 | $14,260.00 | $7,840.00 | $1,760.00 | $0.00 | $920.00 | $15,000.00 | $924.00 | | $0.00 | $117,096.00 |
| 105 | 100% DESIGN PHASE | | | | | | | | | | | | | | | |
| 105.1.1.1 | 100% Pre-Final (Bond) Submittal | 2 | 80 | 220 | 80 | 12 | 64 | 36 | 24 | 0 | 8 | 150 | 0 | 676 | $0.00 | $73,648.00 |
| 105.1.1.2 | 100% Final (Bond) Submittal | 0 | 24 | 40 | 32 | 4 | 24 | 8 | 8 | 0 | 2 | 80 | 0 | 222 | $0.00 | $22,534.00 |
| 105 | Subtotal Hours | 2 | 104 | 260 | 112 | 16 | 88 | 44 | 32 | 0 | 10 | 230 | 0 | 898 | | |
| 105 | Subtotal Fee | $438.00 | $18,928.00 | $28,600.00 | $7,616.00 | $2,400.00 | $10,120.00 | $6,160.00 | $3,520.00 | $0.00 | $1,150.00 | $17,250.00 | $0.00 | | $0.00 | $96,182.00 |
| | Total Basic Services Hours | 10 | 436 | 1,156 | 596 | 160 | 468 | 168 | 88 | 32 | 36 | 886 | 38 | 4,074 | | |
| | Total Basic Services Fee | $2,190.00 | $79,352.00 | $127,160.00 | $40,528.00 | $24,000.00 | $53,820.00 | $23,520.00 | $9,680.00 | $3,520.00 | $4,140.00 | $66,450.00 | $2,926.00 | | $191,420.00 | $628,706.00 |

Contract No.:

## ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

**402.1** A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

**402.2** Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

**402.3** The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

**402.4** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

| ADDITIONAL SERVICES ALLOWANCE | | ALLOWED SERVICES |
|---|---|---|
| TOTAL NOT-TO-EXCEED COST | **$176,149.00** | See list below. |

**402.4.1** Additional Services may include, but are not limited to, the following:

**402.4.2** **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

**402.4.3** **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

**402.4.4** **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

**402.4.5** **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

**402.4.6** **Bid Phase Services** – The Consultant shall attend the pre-bid conference. Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes, and clarifications for the City to include in any addenda. The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

**402.4.7** **Construction Phase Services** – The Consultant shall attend the pre-construction meeting. Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings, and service connections; attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample projects, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation. Construction support services will also be provided.

**402.4.8** **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

**402.4.9** **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

**402.4.10** **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

**402.4.11** **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

**402.4.12** **Additional Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

**402.4.13** **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

**402.4.14** **Additional Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

**402.4.15** **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

**402.4.16** **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

**402.4.17** **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

**402.4.18** **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

**402.4.19** **Additional Structural Design** – As required by design should the alternatives selection require a retaining walls, concrete channel structure or other structural design on the project.

402.4.20 **Additional Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

402.4.21 **Additional Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

402.4.22 **Additional Title Reports** – As required by the City, Consultant shall obtain additional Title Reports as required for the Project.

402.4.23 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.4.24 **Additional Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.4.25 **Additional Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

402.4.26 **Special Improvement District** – As required by the City, provide services to include remaining pavement, sidewalks, curb and gutter, sewer and utility laterals, in front of parcels that are within the City limits. Services will also include separation of the SID quantities and costs in the engineer's estimate for the project.

402.4.27 **Project Presentations** - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information.

402.4.28 **100% Design Phase (Update)** – Consultant shall update final bid documents for the project including, but not limited to mylar plan sheets/construction drawings stamped and signed by a Nevada P.E. which includes cover sheet containing all approval signatures; sets of half size plans/ construction drawings; special provisions (unbound) stamped and signed by a Nevada P.E.; final construction cost estimate broken out by funding source; bid schedule; construction drawings and special provisions ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

402.4.29 **Record Drawings** – As required by the City, Consultant shall review the Contractor's final record documents, prepare Record Documents for the Project.

402.4.30 **Project Permits** - Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

402.4.31 **Median/Landscape Restoration** – As required by the City, Consultant shall provide design services for the restoration of medians and landscaping in the medians that are impacted by the project construction.

402.4.32 **Project Phasing** – As required by the City, Consultant shall prepare more than one set of construction documents to accommodate phasing of construction.

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## ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

| REIMBURSABLE EXPENSE ALLOWANCE | | REMARKS |
|---|---|---|
| TOTAL NOT-TO-EXCEED COST | $0.00 | |

END OF EXHIBIT "D"

# EXHIBIT "E"

# ADDITIONAL COMPENSATION

## ARTICLE 501: CONSULTANT HOURLY RATES

**501.1** The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

| CLASSIFICATION | RATE | UNIT |
|---|---|---|
| Project Architect / Manager | $190 | Per Hour |
| Architect / Engineer | $115 | Per Hour |
| Designer | $80 | Per Hour |
| Specification Writer | $0 | Per Hour |
| Technician / CADD Operator | $80 | Per Hour |
| Clerical | $80 | Per Hour |

## ARTICLE 502: SUB-CONSULTANT HOURLY RATES

**502.1** The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

| SUBCONSULTANT #1 NAME | RATE | UNIT |
|---|---|---|
| Project Architect / Manager | $0 | Per Hour |
| Architect / Engineer | $0 | Per Hour |
| Designer | $0 | Per Hour |
| Specification Writer | $0 | Per Hour |
| Technician / CADD Operator | $0 | Per Hour |
| Clerical | $0 | Per Hour |

| SUBCONSULTANT #2 NAME | RATE | UNIT |
|---|---|---|
| Project Architect / Manager | $0 | Per Hour |
| Architect / Engineer | $0 | Per Hour |
| Designer | $0 | Per Hour |
| Specification Writer | $0 | Per Hour |
| Technician / CADD Operator | $0 | Per Hour |
| Clerical | $0 | Per Hour |

| SUBCONSULTANT #3 NAME | RATE | UNIT |
|---|---|---|
| Project Architect / Manager | $0 | Per Hour |

| | | |
|---|---|---|
| Architect / Engineer | $0 | Per Hour |
| Designer | $0 | Per Hour |
| Specification Writer | $0 | Per Hour |
| Technician / CADD Operator | $0 | Per Hour |
| Clerical | $0 | Per Hour |

## ARTICLE 503: ADDITIONAL SERVICES RATES

**503.1** The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

| ADDITIONAL SERVICE | SUBMITTALS | SCHEDULE IMPACT | FIXED FEE |
|---|---|---|---|
| Reference the following Additional Services Fee Breakdown Table within this Exhibit E, Article 503. | | | $0 |
| | | | $0 |
| | | | $0 |

**503.2** These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

**503.3** The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

PROJECT NAME

## EXHIBIT E1 - ADDITIONAL SERVICES FEE BREAKDOWN

| TASK | DESCRIPTION | PRINCIPLE IN CHARGE | PROJECT MANAGER | PROJECT ENGINEER | HYDROLOGIST/DESIGNER | STRUCTURAL ENGINEER | UTILITY SPECIALIST | TRAFFIC ENGINEER | ROADWAY ENGINEER | ENVIRON. PLANNER | CADD MANAGER | CADD TECHNICIAN | CLERICAL | HOURS SUBTOTAL | Direct Expenses | Lump Sum Task Amounts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $219 | $182 | $110 | $68 | $150 | $115 | $140 | $110 | $110 | $115 | $75 | $77 | | | |
| | ADDITIONAL SERVICES | | | | | | | | | | | | | | | |
| | Addenda | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Design Services | 0 | 40 | 120 | 80 | 40 | 40 | 20 | 20 | 0 | 16 | 120 | 4 | 500 | $0.00 | $52,668.00 |
| | Additional Topographic Survey | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | As-Builts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Bid Phase Assistance | 0 | 11 | 27 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 39 | $0.00 | $5,049.00 |
| | Construction Phase Assistance | 0 | 14 | 66 | 0 | 60 | 72 | 0 | 0 | 0 | 0 | 0 | 8 | 220 | $0.00 | $27,704.00 |
| | Dam Safety Permit | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Drainage Study | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Facility Specific Environmental Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Hydrology and Hydraulics | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Master Plan Amendment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Public Meetings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Removal of Inflow/Infiltration Sources to Sanitary Sewer System | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Right-of-Way | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Sewer Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Storm Drain Retrofit Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Structural Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Structural Engineering | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Survey | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Title Reports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Traffic Control Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Additional Utility Potholing | 0 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $10,000.00 | $11,840.00 |
| | Additional Waterline Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Special Improvement District | 0 | 40 | 32 | 0 | 0 | 40 | 80 | 120 | 0 | 8 | 160 | 0 | 480 | $0.00 | $52,720.00 |
| | Project Presentations | 0 | 16 | 0 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 48 | $0.00 | $5,088.00 |
| | 100% Design Phase (Update) | 0 | 16 | 40 | 16 | 0 | 40 | 16 | 8 | 0 | 4 | 60 | 0 | 200 | $0.00 | $21,080.00 |
| | Project Permits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Median/Landscape Restoration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | Project Phasing | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | **Total Additional Services - Hours** | **0** | 137 | 285 | 128 | 100 | 208 | 116 | 148 | 0 | 28 | 340 | 13 | 1,503 | | |
| | **Total Additional Services - Fee** | **$0.00** | $24,934.00 | $31,350.00 | $8,704.00 | $15,000.00 | $23,920.00 | $16,240.00 | $16,280.00 | $0.00 | $3,220.00 | $25,500.00 | $1,001.00 | | $10,000.00 | $176,149.00 |



Contract No.:

## ARTICLE 504: REIMBURSABLE EXPENSES

**504.1** The following Reimbursable Expenses are allowed:

| REIMBURSABLE EXPENSE |
|---|
| None authorized or anticipated as of the date of this Agreement. |
| |
| |

**504.2** For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

**504.3** Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

# EXHIBIT "F"

# KEY PERSONNEL LIST

## ARTICLE 600: CITY PERSONNEL

**600.1** CITY REPRESENTATIVE: Randy McConnell

**600.2** PROGRAM MANAGER: Mark Sorensen

## ARTICLE 601: CONSULTANT'S PROJECT STAFF

**601.1** The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

**601.1.1** CONSULTANT REPRESENTATIVE: Syndi Dudley, Ph.D., P.E.

**601.1.2** PROJECT MANAGER: Syndi Dudley, Ph.D., P.E.

**601.1.3** PRINCIPAL IN CHARGE: Roger Patton, P.E.

## ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

**602.1** The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

**602.1.1** AERIAL MAPPING: Tri State Surveying, Ltd.

**602.1.2** ENVIRONMENTAL:

**602.1.3** CIVIL ENGINEER:

**602.1.4** STRUCTURAL ENGINEER:

**602.1.5** MECHANICAL ENGINEER:

**602.1.6** ELECTRICAL ENGINEER:

**602.1.7** LANDSCAPE DESIGN:

**602.1.8** INDEPENDENT COST ESTIMATOR (NOT the Consultant):

**602.1.9** GEOTECHNICAL ENGINEER: Converse Consultants

**602.1.10** LAND SURVEYOR: Tri State Surveying, Ltd.

**602.1.11** POTHOLING: TBE Group, Inc.

**602.1.12**

END OF EXHIBIT "F"

# EXHIBIT "G"

# CERTIFICATE

## 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.

## 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**

The Louis Berger Group, Inc.

Name
500 Amigo Court, Suite 100

Address
Las Vegas, NV 89119

Telephone
702/736-6632

EIN or DUNS 19-514-9758

**Block 2 Description**

Subject Matter of Contract/Agreement:
Rancho – Fort Apache Storm Drain

RFP #

**Block 3 Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

# 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. | Fred Berger | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 2. | Francois Farhi | 55 bis, Quai de Grenelle<br>75015 Paris, France | 45 78 39 39 |
| 3. | Nick Masucci | 412 Mount Kemble Avenue<br>Morristown, NJ 07960 | 973/407-1000 |
| 4. | D. James Stamatis | 412 Mount Kemble Avenue<br>Morristown, NJ 07960 | 973/407-1000 |
| 5. | Fabrice Signore | 55 bis, Quai de Grenelle<br>75015 Paris, France | 45 78 39 39 |
| 6. | Ron Kornell | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 7. | Pat Quinn | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 8. | Robert Nardi | 412 Mount Kemble Avenue<br>Morristown, NJ 07960 | 973/407-1000 |
| 9. | Alex Popoff | 33301 Ninth Avenue South, Ste. 300<br>Federal Way, WA 98003 | 206/431-2300 |
| 10. | Nick Ivanoff | 96 Morton Street<br>New York, NY 10014 | 212/462-8500 |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

**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.

Roger J. Patton, P.E., Sr. Vice President
Name

December 6, 2010
Date

Subscribed and sworn to before me this 6th day of December, 2010.

Cheryl O. Upcraft
Notary Public

Notary Public - State of Nevada
County of Clark
CHERYL O. UPCRAFT
My Appointment Expires
January 4, 2011
No: 99-50895-1

**Block 4** Disclosure of Ownership and Principals

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| 13. | James Bach | 412 Mount Kemble Avenue<br>Morristown, NJ 07960 | 973/407-1000 |
| 14. | Richard Hirsch | Unit 3, 12th Floor Export Bank Plaza<br>1200 Makati City, Philippines | 812-1647 |
| 15. | Larry Pesesky | 199 Water Street, 23rd Floor<br>New York, NY 10038 | 212/612-7900 |
| 16. | Syed Salam | 75 Second Avenue, Suite 700<br>Needham, MA 02494 | 781/444-3330 |
| 17. | Jeffrey Willis | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 18. | Ernest Portfors | 2955 Virtual Way, Suite 500<br>Vancouver, BC, Canada V5M 4X6 | 604/669-3800 |
| 19. | Bal Cherwoo | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 20. | Pierre LeNorcy | 55 bis, Quai de Grenelle<br>75015 Paris, France | 45 78 39 39 |
| 21. | Charles Bell | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 22. | Carlos Marcenaro | Edificio 116, Calle Vicente Bonilla<br>Ciudad del Saber, Clayton, Panama | 317 1892 |
| 23. | James McClung | Plot No. B 3-6, Sector 32<br>Gurgaon 122001 India | 12404578200 |
| 24. | Nigel Lewis | Roberts House, 103 Hammersmith Road<br>London W14 OQH United Kingdom | 602 7600 |
| 25. | Roger Patton | 500 Amigo Court, Suite 100<br>Las Vegas, NV 89119 | 702/736-6632 |
| 26. | Thomas Lewis | 412 Mount Kemble Avenue<br>Morristown, NJ 07960 | 973/407-1000 |
| 27. | Jess Commerford | 1250 23rd Street NW<br>Washington, DC 20037 | 202/331-7775 |
| 28. | Charles Leute | 96 Morton Street<br>New York, NY 10014 | 212/462-8500 |
| 29. | Chris Gagnon | 96 Morton Street<br>New York, NY 10014 | 212/462-8500 |

# EXHIBIT "G"

# CERTIFICATE

## 1. Definitions

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*"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.

## 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.

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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.

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The Louis Berger Group, Inc.

Name

500 Amigo Court, Suite 100

Address

Las Vegas, NV 89119

Telephone

702/736-6632

EIN # DUNS # (if any)

**Block 2 Description**

Subject Matter of Contract/Agreement

Rancho – Fort Apache Storm Drain

RFP #

**Block 3 Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4** **Disclosure of Ownership and Principals**

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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.

_____ Roger J. Patton, P.E., Sr. Vice President
Name

December 6, 2010
Date

Subscribed and sworn to before me this 6th day of December, 2010.

_____
Notary Public

Notary Public - State of Nevada
County of Clark
CHERYL O. UPCRAFT
My Appointment Expires
No: 99-50695-1 January 4, 2011

**Block 4** Disclosure of Ownership and Principals

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| 29. | Chris Gagnon | 96 Morton Street<br>New York, NY 10014 | 212/462-8500 |

City of Las Vegas Agenda Item No.: **27.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: PUBLIC WORKS**
**DIRECTOR: JORGE CERVANTES** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of Supplemental Interlocal Contract No. 6 (515f) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2011 for the Arterial Restoration and Preservation Projects Fiscal Year 2006 - All Wards

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
The Regional Transportation Commission (RTC) entered into an Interlocal Contract with the City of Las Vegas on August 11, 2005 and Supplemental Interlocal Contracts on May 18, 2006, July 13, 2006, September 13, 2007, February 12, 2009 and November 12, 2009 for work to be performed on the Arterial Reconstruction and Preservation Projects, Fiscal Year 2006. This Supplemental Interlocal Contract No. 6 will extend the project completion date to December 31, 2011. The Regional Transportation Commission approved this Supplemental Interlocal Contract at their December 9, 2010 Board meeting.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
Supplemental Interlocal Contract No. 6 (515f)

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6**
**ARTERIAL RESTORATION AND PRESERVATION PROJECTS**
**FISCAL YEAR 2006**

**THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6** made and entered into this 9th day of December, 2010 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

**WITNESSETH**

**WHEREAS,** RTC approved an Interlocal Contract on August 11, 2005 and supplemental interlocal contracts dated May 18, 2006, July 13, 2006, September 13, 2007, February 12, 2009 and November 12, 2009 for the Arterial Restoration and Preservation Projects, Fiscal Year 2006, being located wholly within the CITY; and

**WHEREAS**, the RTC previously granted a revised "Authorization to Proceed" for construction; and,

**WHEREAS**, the CITY desires to extend the project completion date.

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

**SECTION III – GENERAL paragraph 7 shall be revised to read as follows:**

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2011. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated August 11, 2005 and supplemental interlocal contracts dated May 18, 2006, July 13, 2006, September 13, 2007, February 12, 2009 and November 12, 2009 shall remain unchanged.

///

///

///

///

**IN WITNESS WHEREOF**, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above.

Date of Commission Action:

12/9/10

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to Form and Legality:

John S. Riddle 12/23/10

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **28.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: PUBLIC WORKS**
**DIRECTOR: JORGE CERVANTES** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
Approval of First Supplemental Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase the design funding in the amount of $75,000 for the Oakey Drain - Cahlan Drive to Barnard Drive project located in Oakey Boulevard between Cahlan Drive and Barnard Drive ($75,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $75,000
**Funding Source:** PW/City Engineer
**Dept./Division:** Road and Flood CPF

**PURPOSE/BACKGROUND:**
On December 10, 2009 the District entered into an Interlocal Contract with the City to provide funding for the design for the subject project. This First Supplemental Interlocal contract is requesting to increase engineering design funding associated with the extension of the facility one quarter mile south into the Spanish Oaks Development. The Spanish Oaks Development has historically been impacted by flooding. This extension is necessary to help alleviate the flooding in this development. The Clark County Regional Flood Control District is the funding source and has approved this contract at its December 9, 2010 Board meeting.

**RECOMMENDATION:**
Approval

**BACKUP DOCUMENTATION:**
First Supplemental Interlocal Contract LAS09Y09

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT**

**OAKEY DRAIN – CAHLAN DRIVE TO BARNARD DRIVE**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of December, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

**W I T N E S S E T H**

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers FWOK0076 and FWOK0100, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

**SECTION II - PROJECTS COSTS**

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $296,300.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $10,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $311,300 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of this Interlocal Contract dated December 10, 2009 shall remain unchanged.

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**IN WITNESS WHEREOF**, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Kidilas 12/13/10
Deputy City Attorney Date

Date of District Action

December 9, 2010
Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: _____
Christopher Figgins Date
Chief Deputy District Attorney

**LAS09Y09**

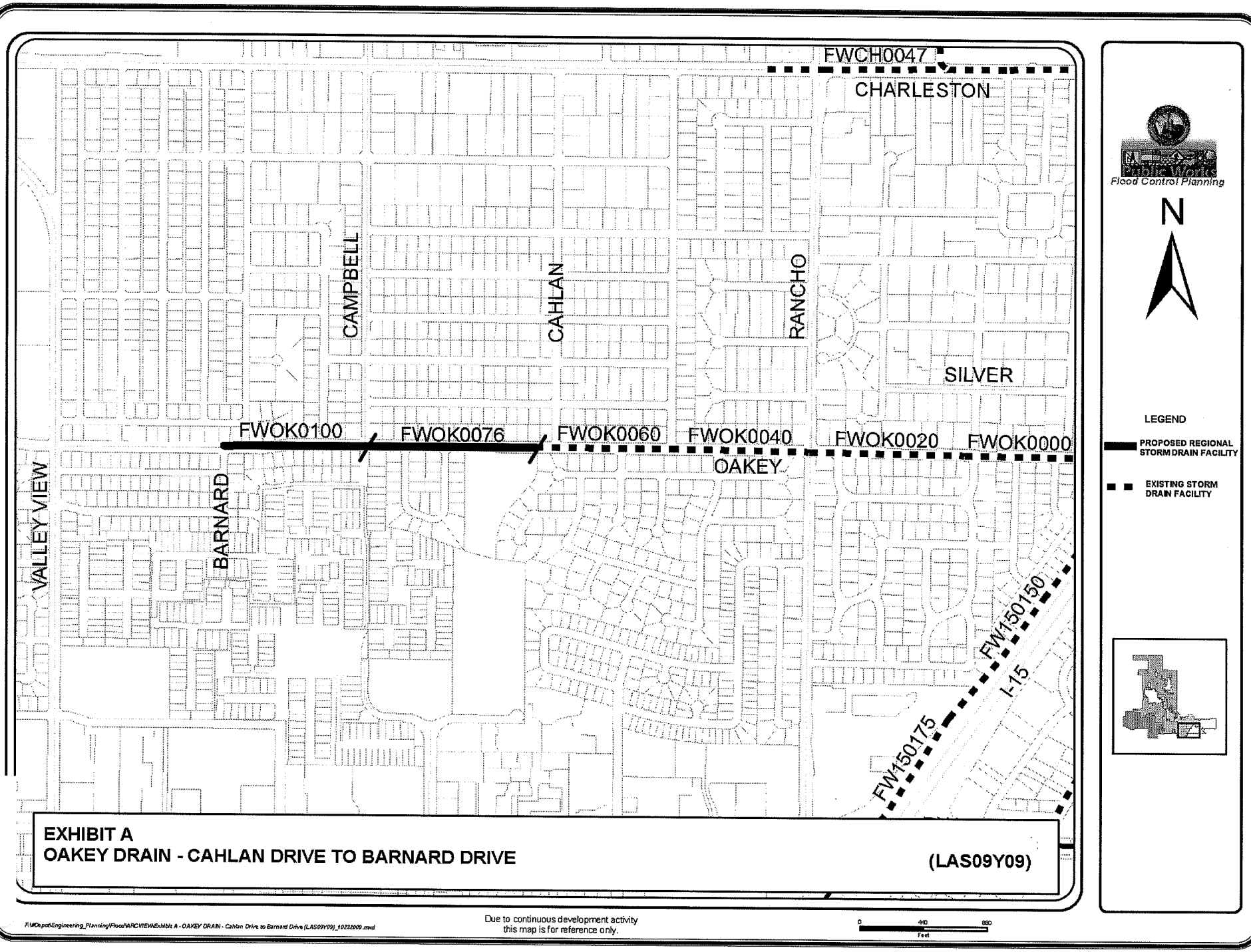


**EXHIBIT A**
**OAKEY DRAIN - CAHLAN DRIVE TO BARNARD DRIVE** **(LAS09Y09)**

LAS09Y09

F:\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - OAKEY DRAIN - Cahlan Drive to Barnard Drive (LAS09Y09)_10232009.mxd

Due to continuous development activity this map is for reference only.

City of Las Vegas Agenda Item No.: **29.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: PUBLIC WORKS**
**DIRECTOR: JORGE CERVANTES** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval to submit Grant and Cooperative Agreement L11AC20020 to the Bureau of Land Management (BLM) for funding implementation to the City of Las Vegas for the Doolittle Park Renovation Phase I SNPLMA Priority 10-5 Project LV35, approved under the Southern Nevada Public Land Management Act (SNPLMA), located at West Lake Mead Boulevard and J Street ($1,400,000 - Parks and Leisure Activities Capital Project Fund [CPF]) - Ward 5 (Barlow)

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

**Amount:** $1,400,000
**Funding Source:** Parks and Leisure Activities CPF
**Dept./Division:** PW / City Engineer

**PURPOSE/BACKGROUND:**

The City of Las Vegas has procured $1,400,000 in Round 10 of Southern Nevada Public Land Management Act (SNPLMA) funding. This Grant and Cooperative Agreement enables City to obtain reimbursements for project expenditures pertaining to the Doolittle Park Renovation Phase 1 project. This Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Grant and Cooperative Agreement L11AC20020

# Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

| 1. GRANT/COOPERATIVE AGREEMENT NUMBER | 2. SUPPLEMENT NUMBER | 3. EFFECTIVE DATE | 4. COMPLETION DATE |
|---|---|---|---|
| L11AC20020 | | 12/01/2010 | |

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: ATTN GOVERNMENT POC
400 STEWART AVENUE
LAS VEGAS NV 89101-2927

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Doolittle Park Renovation Phase I SNPLMA Priority 10-5 Project LV35

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
12/01/2010 through 11/30/2015

| 13A. | AWARD HISTORY | 13B. | FUNDING HISTORY |
|---|---|---|---|
| PREVIOUS | $0.00 | PREVIOUS | $0.00 |
| THIS ACTION | $1,400,000.00 | THIS ACTION | $1,400,000.00 |
| CASH SHARE | $0.00 | **TOTAL** | $1,400,000.00 |
| NON-CASH SHARE | $0.00 | | |
| RECIPIENT SHARE | $0.00 | | |
| **TOTAL** | $1,400,000.00 | | |

14. ACCOUNTING AND APPROPRIATION DATA
01

| PURCHASE REQUEST NO. | JOB ORDER NO. | AMOUNT | STATUS |
|---|---|---|---|
| 0020000250 | | | |
| | | | |

15. POINTS OF CONTACT

| | NAME | MAIL STOP | TELEPHONE | E-MAIL ADDRESS |
|---|---|---|---|---|
| TECHNICAL OFFICER | | | | |
| NEGOTIATOR | | | | |
| ADMINISTRATOR | | | | |
| PAYMENTS | | | | |

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

APPROVED AS TO FORM:
John S. Rodella 12/23/10
Date

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [X] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

| UNITED STATES OF AMERICA | | COOPERATIVE AGREEMENT RECIPIENT | |
|---|---|---|---|
| CONTRACTING/GRANT OFFICER | DATE | AUTHORIZED REPRESENTATIVE | DATE |
| Susan Kaller | | | |

# Grant and Cooperative Agreement

| ITEM NO. (A) | ITEM OR SERVICE (Include Specifications and Special Instructions) (B) | QUANTITY (C) | UNIT (D) | ESTIMATED COST | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE (E) | AMOUNT (F) |
| | CFDA Number: 15.235<br>DUNS Number: 030381610+0000<br><br>11. PURPOSE:<br>To provide funds in the amount of $1,400,000.00 for this project, Doolittle Park Renovation Phase I (Priority #10-5 Project LV35), which will improve the Park to make it more appealing to the local community residents. The estimated expenditures from the Southern Nevada Public Land Management Act (SNPLMA) Special Account for Round 10 Parks, Trails, and Natural Areas, were approved by the Secretary of the Interior on September 9th, 2009.<br>Delivery: 11/17/2010<br>Delivery Location Code: 0004276496<br>BLM-NV LAS VEGAS FIELD OFFICE*<br>4701 NORTH TORREY PINES DRIVE<br>LAS VEGAS NV 89130-2301 US<br><br>Account Assignment: K G/L Account: 6100.411C0<br>Business Area: L000 Commitment Item: 411C00 Cost Center: LLNVS00550 Functional Area: L58560000.IB0000 Fund: XXXL5232AR Fund Center: LLNVS00550 Project/WBS: LX.SN.LV355600 PR Acct Assign Line: 01<br>Period of Performance: 12/01/2010 to 11/30/2015 | | | | |
| 00010 | Renovate the westside of Doolittle Park.<br>Obligated Amount: $1,400,000.00 | | | | 1,400,000.00 |
| | Program Officer is Jeff Wilbanks, SNDO<br>Grants Administrative contact is Susan Kaller, NSO<br><br>The total amount of award: $1,400,000.00. The obligation for this award is $1,400,000.00. | | | | |

**Project Background Information:**

Completed in 1965 and encompassing 18 acres, Doolittle Park is in need of renovation. Located in an urban area, with a population of greater than 30,375 residents, open space in this area provides a get-away for local residents. The existing park has been heavily used, therefore experiencing deterioration and is no longer appealing to residents.

## I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Southern Nevada District Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in: Clark County, Lincoln County, White Pine County, Washoe County (subject to paragraph 4) and Carson City, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson, the Southern Nevada Water Authority, the Regional Flood Control District, and the Clark County Sanitation District. This project, Doolittle Park Renovation Phase I, improve the Park to make it more appealing to the local community residents (Priority #10-5 Project LV35). The estimated expenditures from the Southern Nevada Public Land Management Act (SNPLMA) Special Account for Round 10 Parks, Trails, and Natural Areas, were approved by the Secretary of the Interior on September 9th, 2009.

B. Objective.

- Renovate the western portion of the existing Doolittle Park by providing a family area consisting of a trail walking path with increased landscaping, trees, lighting and amenities to facilitate a usable open space area that also provides greater security, safety, and modernization of park equipment.

Deliverables:

- new turf and an irrigation system in the old infield and new picnic tables areas
- new walking trails and pathways with security lighting throughout park
- increase trees and landscaping by 150 percent
- remove 90-foot baseball field from west side of park to increase open space area in park
- renovated picnic areas to facilitate the security and safety of spectators and passive guests in the park.

C. Legislative Authority:

Southern Land Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by the Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282, Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424, and White Pine County Conservation, Recreation and Development Act, PL 109-432.

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and

the City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for the City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in the City of Las Vegas.

2. Additionally, this Agreement benefits the public by enhancing the quality of life and health of residents in helping to develop active lifestyles for the diverse population.

3. Local governmental management of former public lands indirectly benefits the government by reducing federal management costs while fostering cooperative relationships with local entities and their communities.

## II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Federal Financial Report (FFR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us/NRS/NRS-041.html#NRS041Sec010

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Block 10 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, coinciding with the federal fiscal year which begins Oct 1 of each year.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in: Clark County, Lincoln County, White Pine County, Washoe County (subject to paragraph 4) and Carson City, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson, the Southern Nevada Water Authority, the Regional Flood Control District, and the Clark County Sanitation District, pursuant to a cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

## III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.

2. Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263).

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.

4. Ensure any necessary permits or environmental clearances are obtained if required for this project.

5. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.

2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.

3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.

4. Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement for executing this project per the authority of the Southern Nevada Public Land Management Act of 1998 (SNPLMA, P.L. 105-263).

5. The following documents are incorporated by reference: The recipient original proposal for the nomination of this project, and the SF 424, Application for Federal Assistance, SF 424C, Budget Information – Construction Programs, SF 424D, Assurances –Construction Programs, Lobbying Certification, Appendix B-5 Estimated Necessary Expenses & Key Milestone Dates, and the Estimated Cost Detailed Worksheet.

## IV. Terms of Agreement

A. This Agreement shall become effective on the date signed by the GMO on Page 1 and will remain in effect for five years.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 120 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section XI, XII, and Appendix M. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

## V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13A. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

## VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

## VII. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System

1. Payments under this Agreement will be made by the United States Department of Treasury FMS ASAP System. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in either of the following ways:

a. Recipients already participating with another federal agency should only complete the attached ASAP Participation Request form and fax or mail it to the number or address listed on the form.

b. Recipients not currently enrolled in the ASAP system should complete the attached ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this Agreement. The first nine characters will be the agreement number, reference block 8A of agreement cover page; the remaining three characters will identify BLM funding line items.

4. Amounts of drawdown in the ASAP system will be made only in amounts necessary to meet current quarterly disbursement needs once all required documentation is submitted

to the BLM SNPLMA Program Officer, the amount budgeted in the quarterly update will be made available in ASAP by the National Business Center and Treasury.

a. Funding will be available for drawdown beginning the first business day of each quarter (or as close to January 1, April 1, and July 1, as possible), with the exception of the first quarter of the fiscal year. Because the BLM's financial systems are unavailable at the start of the fiscal year while BLM completes "closeout" of the prior fiscal year, transfers to local and regional governments for the first quarter will be made after October 1, and no later than October 31. Entities may only drawdown funding that is required to meet the project's immediate need for the budgeted quarter. Instructions on the processing of drawdowns can be found at http://www.fms.treas.gov/asap/index.html.

b. Amounts for drawdown will be made available at an increment no more frequent than quarterly. Drawdowns may occur as frequently as needed within the subject quarter; however, not to exceed the budgeted amount. Funds available for drawdown should be expended by the end of the quarter in which the amount was budgeted. When not expended, the following quarterly report should detail the circumstances that have caused those funds to remain unexpended. At the end of the quarter, entities will reconcile any over-expenditure or under-expenditure with the next quarterly update.

c. Prior to requesting an ASAP payment the requestor shall provide BLM with a list of the projects to receive payment and the amount per project to be drawn down at least three days before requesting an ASAP draw down. As payments are requested through the ASAP system, requestors shall set the payment date to be two business days from the submission/request date, (e.g. submission/request date is *Friday, June 12, 2009*, payment date shall be set for *Tuesday June 16, 2009*).

Following submission, a .pdf of the ASAP Payment Transaction Confirmation summary shall be emailed to John Vest John_Vest@blm.gov and Gary Thompson gary_thompson@blm.gov at the BLM Business Services Division at the National Operations Center, and the Program Officer, SNPLMA Division, Jeff Wilbanks, Jeff_Wilbanks@blm.gov, and the Assistant District Manager, SNPLMA Division. Failure to provide sufficient notice of the pending transaction may result in the entity being placed on ASAP Agency Review.

d. *Once funding is available for drawdown, the amounts shall only be allocated to those projects for which the drawdown was budgeted.*

e. Purchase funds for land acquisition projects will not be made available for drawdown until BLM verifies that all required acquisition processes as documented in the Implementation Agreement are complete. The implementing entity will be responsible for coordination with BLM throughout the acquisition process.

B. Project Closeout: In addition to the items required for Reporting Requirements, see section VIII below, the following shall also be submitted to closeout the project.

1. Closeout Letter signed by the Authorized Representative confirming that the subject project has been completed within the context of the secretarially approved project and the SNPLMA Implementation Agreement. This letter should also detail any unexpended amounts, which are to be de-obligated by the Grant Management Officer.

2. Enity Final Inspection/Acceptance Report.

3. Contractor and, if appropriate Subcontractor, Notice of Completion and Release of Claim.

4. Final SF-425 Federal Financial Report.

5. Final Project Cost Tracking Worksheet.

6. A copy of project's final report or a summary of outcomes.

Prior to project closeout a SNPLMA Program Officer or Project Specialist will perform a final site inspection, and review the project files and financial records, with the designated entity staff.

C. Upon closeout, any remaining funds not expended will be de-obligated bilaterally by the GMO and the Authorized Representative.

## VIII. Reporting Requirements

**A.** Work Plan

All recipients are required to complete a Project Work Plan (PWP) for each project, which shall be submitted to the SNPLMA Division for approval prior to receiving authorization for the expenditure of funds. The PWP shall include descriptions of the project deliverables, tasks and subtasks, and project target start and end dates. Also, the PWP shall include a schedule of periodic expenditures reflecting logical phases of the project. The PWP shall be updated annually at the end of the fiscal year.

**B.** Quarterly Status Update

The following reporting requirements are due on the 15th of the month, prior to the beginning of the next quarter as a part of the SNPLMA Division Work Plan and Quarterly Status Update Database submission.

Submit a Quarterly Status Update to report the progress on the deliverables detailed in the Project Work Plan. The update will include a description of the deliverable and the progress made in the quarter, percentage of deliverable complete, targeted start and end dates, and the actual start and end

dates. This quarterly update must be submitted for BLM to authorize the next quarterly ASAP drawdown.

C. Quarterly Projected ASAP Funding Request

Submit a request for the projected amount of funding needed for each project cost reimbursement for the upcoming quarter.

D. Quarterly Project Detailed Cost Worksheet

Submit this worksheet current for the previous quarter. This worksheet tracks costs incurred on the project over its lifecycle, categorized by expenditure activity (e.g. Planning, Environmental Compliance, & Preconstruction Engineering & Design; FWS Consultation-Endangered Species Act; Construction Contract Costs; Direct Labor; Official Vehicle; Other Direct and Contracted Labor Use; and Other Necessary Expenses).

E. Federal Financial Report SF425 - Submit this report to the BLM Program officer with a copy to the GMO.

F. Cover Letter

The cover letter must be signed by an Authorized Representative certifying the following:

a. The amount of projected funding, in total and per project, being requested for draw down in the following quarter.
b. Project compliance with the policies procedures and guidelines in the current SNPLMA Implementation Agreement, project nomination package, and project cooperative agreement.

**G.** The Southern Nevada District Office, SNPLMA Division and the GMO will review the above requirements for patterns of cash expenditures, including accelerated or delayed draw downs, and will assess whether performance or financial management problems exist. Before submitting Financial Status Reports (FSRs) to the Southern Nevada District Office, SNPLMA Division, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The Authorized Representative signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

H. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the federal financial assistance. Such non-compliance can result in withholding of future payments, suspension, or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future federal financial assistance.

## IX. Other Requirements

A. Entities will notify BLM and schedule a consultation meeting with the SNPLMA Program Officer prior to finalization of conceptual design documents and prior to sending construction plans to bid for an implementation contract. During this consultation meeting, BLM will verify the projects compliance with the context of the approved project. BLM may also periodically perform site visits to verify that "on the ground" progress is consistent with that reported in Quarterly Status Reports.

B. Costs that are determined to be unallowable after disbursement will be deducted from the next quarterly drawdown budget. The recipient will be notified of the discrepancy and may be placed on ASAP Agency Review. In addition, when a project is completed or terminated, any excess funds, which were drawn down by the recipient, shall be returned to the SNPLMA Special Account.

C. Any materials developed for public planning documents, public scoping meetings, or for public distribution (i.e., interpretive materials, videos) must include the following conspicuously placed disclosure, "Funding for the subject project has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

D. Project sites must include conspicuously placed signage, which states, "Funding for the subject project has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act."

## X. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71; Real Property, Section 12.72; Equipment, Section 12.73; Supplies, and Section 12.74; Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

## XI. Key Officials

The individuals listed below are considered to be 'key officials' essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO.

Bureau of Land Management

Grants Management Officer

| | |
|---|---|
| Name | Susan Kaller |
| Title | Agreements Specialist |
| Entity | BLM Nevada State Office |
| Address | 1340 Financial Blvd. P.O. Box 12000 |
| City State Zip | Reno, NV 89520 |
| Phone | 775-861-6559 |
| Fax | 775-861-6624 |
| Email | Susan_Kaller@.blm.gov |

Program Officer

| | |
|---|---|
| Name | Jeff Wilbanks |
| Title | Program Manager, PTNA |
| Entity | BLM SNDO, SNPLMA Division |
| Address | 4701 N. Torrey Pines Drive |
| City State Zip | Las Vegas, NV 89130 |
| Phone | 702-515-5070 |
| Fax | 702-515-5110 |
| Email | Jeff_Wilbanks@.blm.gov |

PTNA Program Manager

| | |
|---|---|
| Name | Jeff Wilbanks |
| Title | Program Manager, PTNA |
| Entity | BLM SNDO, SNPLMA Division |
| Address | 4701 N. Torrey Pines Drive |
| City State Zip | Las Vegas, NV 89130 |
| Phone | 702-515-5070 |
| Fax | 702-515-5110 |
| Email | Jeff_Wilbanks@blm.gov |

ASAP Contact Information

| | |
|---|---|
| Name | ASAP |

Recipient Contact Information

Authorized Representative

| | |
|---|---|
| Name | Cheri Edelman |
| Title | City Engineer |
| Entity | Department of Public Works City of Las Vegas |
| Address | 420 North Fourth Street |
| City State Zip | Las Vegas, Nevada 89101 |
| Phone | 702-229-6272 |
| Fax | 702-388-1807 |
| Email | cedelman@lasvegasnevada.gov |

Program Manager

| | |
|---|---|
| Name | Connie Diso |
| Title | |
| Entity | Department of Public Works City of Las Vegas |
| Address | 731 South Fourth Street |
| City State Zip | Las Vegas, Nevada 89101 |
| Phone | 702-229-2142 |
| Fax | 702-382-8551 |
| Email | cdiso@lasvegasnevada.gov |

Administrative Contact

| | |
|---|---|
| Name | |
| Title | |
| Entity | |
| Address | |
| City State Zip | |
| Phone | |
| Fax | |
| Email: | |

Billing Contact

| | |
|---|---|
| Name | |

| | |
|---|---|
| | |
| | |
| Address | Kansas City Regional Financial Center |
| Phone | (816) 414-2100 |
| Fax | |
| Web-Site | http://www.fms.treas.gov/asap/ |
| | |

| | |
|---|---|
| Title | |
| Entity | |
| Address | |
| Phone | |
| Fax | |
| Email | |
| | |

## XII. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70; Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66; Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

## XIII. Standard Award Terms and Conditions

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation\regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following ):

  2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace
Effective January 21, 2011 the following revisions to this term will apply to this agreement:
*Drug-free workplace.* You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152–5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100–690, Title V, Subtitle D; 41U.S.C. 701–707.

2 CFR Part 1400 Government-Wide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

2 CFR Part 170 - Reporting Subaward and Executive Compensation Information.

2 CFR Subtitle A, Chapter 1, and Part 25 - Financial Assistance Use of Universal Identifier and Central Contractor Registration.

OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall

maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government." Recipient must obtain prior Government approval for any public information releases concerning this award, which refer to the Department of the Interior or any Bureau or employee (by name or

title). The specific text, layout photographs, or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82; Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

J. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

END OF AGREEMENT

City of Las Vegas Agenda Item No.: **30.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☒ **Consent** ☐ **Discussion**

**SUBJECT:**
RESOLUTIONS:

R-1-2011 - Approval of a Resolution and Notice regarding the granting of a telecommunications service franchise to tw telecom of nevada llc, setting the purpose, character, term and conditions of the proposed franchise and setting a public hearing on the advisability of granting the proposed franchise – All Wards

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
The City has been requested to grant to tw telecom of nevada llc (tw telecom) a franchise permitting tw telecom's use of City rights-of-way for the installation and operation of facilities to provide telecommunications service within the City. The franchise will replace a 1996 franchise agreement entered into by the City and one of tw telecom's predecessors-in-interest. The proposed term of the franchise agreement is ten years, with an option to renew for five years. The company will pay the City five percent of its annual gross revenue in accordance with the provisions of LVMC 6.67.020.

**RECOMMENDATION:**
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

**BACKUP DOCUMENTATION:**
1. Resolution No. R-1-2011
2. Franchise Agreement

**RESOLUTION AND NOTICE REGARDING THE GRANTING OF A TELECOMMUNICATIONS SERVICE FRANCHISE TO TW TELECOM OF NEVADA LLC, SETTING THE PURPOSE, CHARACTER, TERM AND CONDITIONS OF THE PROPOSED FRANCHISE AND SETTING A PUBLIC HEARING ON THE ADVISABILITY OF GRANTING THE PROPOSED FRANCHISE**

WHEREAS, the CITY OF LAS VEGAS (CITY), is desirous of providing its residents the opportunity to receive telecommunications service; and

WHEREAS, tw telecom of nevada llc (tw telecom) is a limited liability company organized and existing under the laws of the State of Delaware, is authorized to do business in the State of Nevada, and was created for the purpose of providing a telecommunications service; and

WHEREAS, tw telecom has requested the CITY to grant it a franchise permitting the installation, operation and maintenance of a telecommunications service within the corporate limits of the CITY; and

WHEREAS, there exists a need to ensure that the installation, operation and maintenance of a telecommunications service within the corporate limits of the CITY is conducted in a manner which will not interfere with the public's use of improved or unimproved public ways, highways, streets, avenues and alleys now or hereafter existing; and

WHEREAS, in response to tw telecom's request for franchise, a proposed Franchise Agreement between the CITY and tw telecom has been prepared granting the necessary permission and authority to tw telecom to utilize the various improved or unimproved public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys, now or hereafter existing, for purposes of installing, operating and maintaining its telecommunications service.

NOW, THEREFORE, pursuant to the requirements of Section 7.050 of the Las Vegas Charter, IT IS HEREBY ACKNOWLEDGED, DETERMINED AND RESOLVED, by the City Council of the City of Las Vegas, Nevada, as follows:

1. That tw telecom has requested the CITY that a franchise be granted to tw telecom for the purpose of installing, operating and maintaining a telecommunications service within the corporate boundaries of the CITY.

2. That the purpose, character, terms, time and conditions of the franchise that the CITY proposes to grant to tw telecom in response to such request to install, operate and maintain a

telecommunications service in, upon, along, across, above, over and under the public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys within the corporate boundaries of the CITY for a ten (10) year term, with a five (5) year extension under the same terms and conditions upon request of tw telecom is fully set forth in the proposed Franchise Agreement on file in the Office of the City Clerk of the City of Las Vegas, Nevada, which proposed Franchise Agreement is available for inspection by members of the public. For purposes of Section 7.050 of the City Charter, the proposed Franchise Agreement is, by this reference, incorporated herein and made a part of this Resolution and Notice.

3. That a public hearing be, and it hereby is, set for Wednesday, the 16th day of February, 2011, in the City Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, at the hour of 1:00 p.m., for the purpose of hearing any objections or protests made by any person to the granting of a franchise to tw telecom pursuant to the proposed Franchise Agreement.

4. That all interested persons shall have, and they are hereby given, the right to appear and be heard on the question of the advisability of granting a telecommunications service franchise pursuant to the proposed Franchise Agreement to tw telecom at the place, date and hour specified for the public hearing in paragraph 3 of this Resolution and Notice, or at any subsequent time to which said public hearing may be adjourned.

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5. That the notice provided by this Resolution and Notice is reasonably calculated to inform each interested person of his or her opportunity to appear and be heard on the question of the granting of a telecommunications service franchise pursuant to the proposed Franchise Agreement, and that the City Clerk therefore, be, and she hereby is, authorized, empowered and directed to cause a copy of this Resolution and Notice to be published in full in the issues of the Las Vegas Review Journal published on the 26th day of January, 2011, and the 2nd day of February, 2011.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2011.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 1-5-11
_____
Date

# FRANCHISE AGREEMENT

**between**

**The City of Las Vegas**

**and**

**tw telecom of nevada llc**

**Effective February 1, 2011**

# TABLE OF CONTENTS


| Section | Title | Page |
|---|---|---|
| Section 1 | Definitions | 2 |
| Section 2 | Prior Agreement Superseded; Grant of New Non-Exclusive Franchise | 4 |
| Section 3 | Duration | 5 |
| Section 4 | Compliance with Applicable Laws | 5 |
| Section 5 | Business Licenses, Fees and Taxes | 6 |
| Section 6 | Franchise Fees | 6 |
| Section 7 | Review and Audit of Company's Records | 7 |
| Section 8 | ADA Requirements | 8 |
| Section 9 | Construction Permits; Emergency Repairs | 8 |
| Section 10 | Requirements before Working in Rights-of-Ways | 9 |
| Section 11 | Installations, Excavations and Restorations | 10 |
| Section 12 | Location and Relocation of Facilities | 12 |
| Section 13 | No Vested Location Rights; Vacated Rights-of-Ways | 14 |
| Section 14 | Temporary and Emergency Movement of Facilities | 14 |
| Section 15 | Maps of Facilities | 15 |
| Section 16 | Notification to Residents of Construction Projects | 15 |
| Section 17 | Security for Performance | 16 |
| Section 18 | Insurance Requirements | 17 |
| Section 19 | Indemnification | 18 |
| Section 20 | Transfer of Franchise | 20 |
| Section 21 | Default; Remedies Not Exclusive | 20 |
| Section 22 | Liquidated Damages | 24 |
| Section 23 | Drawing on Security upon Revocation | 25 |
| Section 24 | Additional City Rights | 25 |
| Section 25 | Severability | 25 |
| Section 26 | Notices | 26 |
| Section 27 | Public Purpose | 26 |
| Section 28 | Applicable Law | 27 |
| Section 29 | Public Utilities Commission and Charter Requirements | 27 |
| Section 30 | Disclosure of Ownership and Principals | 27 |

# FRANCHISE AGREEMENT

This Franchise Agreement ("this Agreement") is executed to be effective the 1st day of February, 2011, between the City of Las Vegas, a municipal corporation of the State of Nevada, ("the City") and tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

WHEREAS, the City is a municipal corporation duly incorporated within the State of Nevada and authorized, pursuant to the City Charter and applicable provisions of general laws of the State of Nevada, to enter into this Agreement; and

WHEREAS, Company has applied for a franchise for the purpose of constructing, installing, operating and maintaining Telecommunications Service Facilities in the Rights-of-Way within the corporate limits of the City; and

WHEREAS, the City Council has adopted a resolution setting forth the name of the applicant for and the purpose, character, terms, time and conditions of the proposed franchise and the date, time and place of a public hearing on the question of the advisability of granting said proposed franchise to Company; and

WHEREAS, said application coming on regularly for hearing on the ___ day of _____, 2011, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the filing of the date, time and place for consideration of the same, has been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation within the City, to-wit:

In the issue of said newspaper published on the ____ day of _____, 201__, and the ____ day of _____, 201__; and

WHEREAS, the City Council, in the exercise of its lawful power has determined that it is in the best interests of the inhabitants of the City that a franchise be granted, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, covenants and conditions herein contained, the parties hereby agree as follows:

**SECTION 1: DEFINITIONS**

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Section unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural sense include the singular sense, and words in the singular sense include the plural sense. The word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

A. "City" means the City of Las Vegas, a municipal corporation of the State of Nevada.

B. "City Council" or "Council" means the legislative body of the City.

C. "City Manager" means the City Manager appointed by the City Council, or his or her designee.

D. "Code" means the official code of all of the City's ordinances of a general and permanent character, as may be adopted and amended by the City Council.

E. "Company" means tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware.

F. "CPCN" means a Certificate of Public Convenience and Necessity issued by the Nevada Public Utilities Commission authorizing the holder thereof to provide Telecommunications Service within the City.

G. "Facility" or "Facilities" means all antennae, poles, wires, cables, conduits, amplifiers, instruments, appliances, fixtures and other personal property used by any authorized user of the Rights-of-Way for the provision of authorized services within the City.

H. "Franchise" means the non-exclusive authorization granted herein to rent and use Rights-of-Way to construct, operate and maintain Company Facilities for the purpose of providing Telecommunications Service.

I. "Gross Revenue" means any and all intrastate retail revenue of Company from Telecommunications Service provided to customers within the City, including but not limited to:

1. All revenue charged on a flat rate basis;

2. All revenue from intrastate long distance calls originating in the State of Nevada and billed to an address physically located in the City;

3. All revenue from installation service charges;

4. All revenue from connection, disconnection or change-of-service fees;

5. All revenue from penalties or charges to customers for late payments or for checks returned from banks;

6. Recoveries of bad debts previously written off and revenue from the sale or assignment of bad debts, provided that revenue may be adjusted for net write-off of uncollectible accounts computed on the average annual rate for customers within the City;

7. All revenue that is designated by City, State or Federal law to be subject to fees under this Franchise.

"Gross Revenue" shall not include: (a) any tax passed through to consumers on behalf of governmental agencies received by Company for service provided to customers through the use of Facilities; (b) any charges passed through to the customers for interconnection with the local exchange provider; (c) any proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks; (d) any long-haul wholesale revenue; and (e) any revenue other than intrastate revenue collected from retail customers. Company is not required to measure each category of revenue separately; provided that in the event of an audit by the City,

Company will be required to provide an appropriate justification for amounts reported as Gross Revenue under this Agreement.

J. "Public Works Director" or "Director" means the Director of the City's Public Works Department, or his or her designee.

K. "Reasonable Attorney's Fees" means reasonable charges for legal representation as may be incurred by the City and determined by a court of proper jurisdiction.

L. "Rights-of-Way" means all present and future streets, avenues, highways, alleys, bridges and public ways (excluding railroad rights-of-way) of the City within the City limits.

M. "Telecommunications" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(43), as it may be amended from time to time.

N. "Telecommunications Service" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(46), as it may be amended from time to time.

**SECTION 2: PRIOR AGREEMENT SUPERSEDED; GRANT OF NEW NON-EXCLUSIVE FRANCHISE**

A. The parties acknowledge that Company is presently operating as a Telecommunications Service provider and is presently using the Rights-of-Way for its Telecommunications Facilities pursuant to that certain Franchise Agreement between the City and American Communications Services of Las Vegas, Inc., Company's predecessor-in-interest, dated February 7, 1996 (the "Existing Franchise"). This Agreement is intended to and shall supersede the Existing Franchise from and after the effective date of this Agreement.

B. The City hereby grants to Company, subject to the terms, conditions and limitations contained in this Agreement, a Franchise with permission to rent, use and occupy Rights-of-Way within the corporate limits of the City, as the same now exist or may be extended in the future, to provide Telecommunications Service, including the right and privilege to erect,

construct, maintain and operate Telecommunications Facilities within the Rights-of-Way necessary or convenient for the transmission and distribution of Telecommunications Service, including private property easements on which preliminary subdivision plats have been approved by the City for the provision of public utilities within the corporate limits of the City, as the same now exist or may be extended in the future.

C. Company shall be subject to all requirements of City ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation.

D. This Franchise does not grant Company the right to provide any "video service" (as such term is defined in NRS 711.141) without a valid State-issued franchise for such service.

E. This Franchise is non-exclusive and shall not be construed as a limitation on the City's right to grant rights, privileges and authority to other persons or entities similar to or different from those herein set forth to use the Rights-of-Way or to operate a public utility.

**SECTION 3: DURATION**

This Franchise is for a period of ten years from and after the effective date of this Agreement. If Company is in compliance with all material provisions of this Agreement, Company has the option of renewing this Franchise under the same terms and conditions of this Agreement for one additional period of five years by giving the City written notice of such renewal during the last 90 days prior to the expiration of the original 10-year term.

**SECTION 4: COMPLIANCE WITH APPLICABLE LAWS**

Company shall at all times comply with all applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Service, including all applicable Federal Communications Commission and Nevada Public Utilities Commission rules, regulations and orders.

**SECTION 5: BUSINESS LICENSES, FEES AND TAXES**

A. At all times during which Company is authorized to provide Telecommunications Service within the City pursuant to a CPCN, Company shall maintain a valid unexpired business license specific to its Telecommunications Service business pursuant to Chapter 6.67 of the Code.

B. In addition to the business license required by Subsection (A), Company shall maintain all other business licenses specific to any of Company's business activities other than those of providing Telecommunications Service, as such other business activities are specified in the Code. Company shall pay all license fees due from such other business activities separately from the payment of fees due for its Telecommunications Service business.

C. In addition to payment of the fees specified in Subsections (A) and (B), Company shall pay all lawful property taxes, ad valorem taxes and local improvement district assessments and all exactions, fees and charges that are generally applicable during Company's real property development or use as required by the Code.

D. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later establishing that a larger amount was actually due or from collecting such balance.

**SECTION 6: FRANCHISE FEES**

A. In the event that the business license fees required by Section 5(A) above are declared illegal, unconstitutional or void for any reason by any court or proper authority, Company shall be contractually bound to pay the City as a franchise fee for its use of the Rights-of-Way, as provided for herein, an aggregate amount equal to the amounts which otherwise would have been paid as Telecommunications Service business licensee fees.

B. The fees required to be paid pursuant to Subsection (A) shall be paid quarterly by the fifteenth day of the second month following the end of each calendar quarter for which payment or portion thereof is due. Company shall furnish to the City with each payment of compensation required by this Section a written statement, showing the amount of Gross Revenue of Company subject to a fee under this Agreement for the period covered by the payment.

C. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

**SECTION 7: REVIEW AND AUDIT OF COMPANY'S RECORDS**

A. The City shall have the right to annually review or audit Company's books and records regarding any amounts which may be owed under this Agreement. This right includes the right to review and audit all books and records of revenue which may be reasonably considered by the City to be subject to a business license or franchise fee. The City shall give written notice to Company of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within thirty days following the City's notification that such amount is due and payable. If the City's review shows Company has overpaid, said overpayment shall be reimbursed to Company by the City within thirty days of such determination.

B. Company shall keep complete and accurate books and records of its business and operations pursuant to this Agreement in accordance with the rules and regulations of the State of Nevada.

C. Company shall provide the City with access to and/or copies of all records, books,

contracts, accounts and documents of Company (or any affiliate thereof), whether in an electronic, print or other format (hereafter referred to collectively as "Records") for Company's operations in the City, to the extent reasonably necessary for the City to perform an audit. All Records shall be retained by Company for a period of five years. Company shall make Records available to the City for inspection and/or copying at a location in the City, upon thirty days notice from the City.

D. Upon request by the City, Company shall provide to the City copies of all papers filed by Company with any federal or state regulatory agency that pertain to Company's Facilities located in the City.

**SECTION 8: ADA REQUIREMENTS**

Company shall install all of its Facilities in the Rights-of-Way in a manner consistent with the Americans with Disabilities Act ("ADA"), including any reconstruction or modification of existing Facilities. Following notice by the City of an ADA violation or construction problem caused directly or indirectly by Company, Company shall, within thirty days or such other time as the Public Works Director reasonably determines to be appropriate, remedy the ADA violation or problem.

**SECTION 9: CONSTRUCTION PERMITS; EMERGENCY REPAIRS**

A. The City may require Company to obtain a construction, encroachment or occupancy permit for any work in the Rights-of-Way, may inspect any construction, installation, maintenance or repair work performed in the Rights-of-Way, and may charge a fee to issue such permit or to perform such inspection. The City shall act upon any request by Company for a permit no later than ten business days after the date on which the request is made.

B. If there is an emergency requiring immediate response work or repair in, on, under or over any Rights-of-Way, Company may begin such work or repair without first

obtaining a permit; provided that Company shall notify the Public Works Director as promptly as is reasonably possible after learning of the need for the emergency work, shall subsequently obtain any permit that otherwise would have been required for non-emergency work, shall pay all applicable fees for such permit, and shall restrict any work performed in the Rights-of-Way prior to obtaining a permit to emergency work and repairs.

C. The amount of any permit fee under this Section or Section 10 shall not exceed the actual costs incurred by the City in administering the process of issuing such permits and performing such inspections.

**SECTION 10: REQUIREMENTS BEFORE WORKING IN RIGHTS-OF-WAY**

Before Company may conduct underground work involving excavation, new construction or relocation work in any Rights-of-Way that will block one or more lanes of motor vehicle traffic, Company shall:

A. Notify the City and comply with any special conditions relating to location, scheduling, coordination and public safety;

B. Apply for and obtain a permit from the Public Works Director;

C. Submit and obtain approval of a traffic barricade plan;

D. File maps and drawings showing the location of any construction or extension of its Facilities in the Rights-of-Way; for conduit, the maps and drawings shall show the size, location, burial depth and configuration of the conduit, the trench backfill material and width, and the method of pavement restoration;

E. Participate in the "Call Before You Dig" program set forth in NRS Chapter 455, as amended, with regard to giving and receiving notice of the location of Facilities and excavations;

F. Pay all permit fees; and

G. Provide security and proof of insurance as required in Sections 17 and 18 below.

**SECTION 11: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS**

A. In using the Rights-of-Way for its Facilities, Company shall comply with the following requirements:

1. All construction work in the Rights-of-Way performed by or on behalf of Company shall be performed in a safe manner subject to the approval of the Public Works Director and in accordance with all applicable laws, rules, regulations and permitting requirements related to public safety or the use of the Rights-of-Way, including but not limited to all standards specified in Title 13 of the Code. When the public improvement designs prepared by Company are more detailed than, or not covered by, the improvement standards in Title 13 of the Code, plans and specifications for construction, reconstruction, installations and repairs of public improvements shall be sealed by a Nevada registered professional engineer.

2. Company shall not place any Facilities on, over or within the median portion of any boulevard or parkway without first having obtained the written permission of the Public Works Director.

3. Company shall not place any of its above-ground Facilities in any sidewalk area in the Rights-of-Way without the prior written consent of the Public Works Director.

4. Company shall not attach any of its Facilities to any City-owned Facilities unless Company has entered into a written agreement with the City for the rights of attachment and use.

5. The City may require through any permitting process that any installations, excavations and restorations affecting street or lane closures shall, as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m. No such work shall be performed

from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. except for emergency repairs performed in accordance with Section 9 above.

6. The City may assist in the coordination and scheduling of any Company projects where such project may be reasonably coordinated with the placement of other Rights-of-Way users' Facilities; provided that, subject to City permitting processes and approvals, Company may otherwise control the scheduling of its projects consistent with this Agreement.

7. Whenever it is commercially reasonable to do so, Company shall use "trenchless" technology in the placement of its Facilities. Except in an emergency as specified in Section 9 above, Company shall, not less than seven working days prior to the commencement of any work by Company which involves excavation in any Rights-of-Way, notify the Public Works Director and any appropriate utility coordinating committee for purposes of utility location. Minimum notice to the City shall be by telephone communication or in person prior to any work, followed by notice in writing as soon as practical. Company shall provide advance notice so as not to disrupt services of the City or any other person or utility using any Rights-of-Way and to allow the City to place any inspector it may deem necessary at the site of the project.

B. Company shall at all times take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

C. After an excavation is made and after any excavation work is completed, Company shall, as soon as practicable, but not later than seventy-two hours, remove all surplus material; except that if the surplus material is blocking a public street or sidewalk, Company shall remove such material no later than twenty-four hours after the excavation is made.

D. Company shall reconstruct, replace or restore any landscaping, street or alley, or any water, sewer, sanitary sewer, storm drainage, traffic signal or street light Facility, or any other Facility of the City disturbed by Company, within thirty days of written notice by the City,

to a condition acceptable to the Public Works Director, consistent with specifications, requirements and regulations of the City in effect at the time of such restoration. Any such improvements so disturbed by Company shall be reconstructed, replaced or restored only under the supervision of City personnel. All costs incurred in surplus material removal and restoration, whether done with the City's work forces and equipment or otherwise, shall be paid by Company, including the cost of any inspectors the City may assign to the project.

**SECTION 12: LOCATION AND RELOCATION OF FACILITIES**

A. All Facilities of Company shall be placed so that they do not interfere with the use of Rights-of-Way by the City and shall only be placed after approval of the location by the Public Works Director and in accordance with any specifications adopted by the City governing the location of Facilities.

B. Whenever the City excavates or performs any work in the Rights-of-Way and such excavation or work may disturb but not require the removal or relocation of Company's Facilities, the City shall notify Company sufficiently in advance of the excavation or work to enable Company to take such measures as it may deem necessary to protect its Facilities from damage and inconvenience, or from injury or damage to the public or the Rights-of-Way. If Company cannot take such measures, Company shall be required to relocate its Facilities in accordance with this Section, in which case Company shall, upon request, furnish field markings to the City showing the location of all of its Facilities in the area involved in such proposed excavation or work.

C. The City reserves all rights to:

1. Construct, install, maintain and operate any public improvement, work or Facility, to do any work that the City may find desirable on, over or under any Rights-of-Way, and to construct, install, maintain and operate any public improvement, work or Facility;

2. Vacate, alter or close any Rights-of-Way, all such work to be done in such manner as not to obstruct, injure or prevent free use and operation of Company's Facilities; and

3. Require the removal or relocation of Company's Facilities in the Rights-of-Way as may reasonably be required after notice to Company, including but not limited to City projects for the installation of landscaping, or of water, sanitary sewer, storm drainage, traffic signal or street light Facilities, or of any road construction or reconstruction.

D. Company shall remove and relocate such Facilities within sixty days following written notice to do so from the City. Prior to any such relocation, the City agrees to provide for a temporary suitable location for such relocated Facilities sufficient to maintain service.

E. Subject to Subsection (F), all costs directly attributable to removal or relocation of Company Facilities shall be paid by Company.

F. The City may require Company to relocate its Facilities to accommodate another Rights-of-Way user, if Company's and the other user's Facilities can both be located in the Rights-of-Way without interfering with Company's operations, subject to the following conditions:

1. The other user shall pay Company the costs of any relocation occasioned by such user.

2. Company shall remove and relocate its Facilities upon receipt of payment of Company's estimated costs from the other user.

3. If Company's estimated costs do not cover all of Company's final costs of the removal or relocation, Company shall bill the other user for the balance of the costs following completion of the work benefiting the other user, and the other user shall pay Company any balance due within thirty days of the billing statement.

4. If Company's estimated costs exceed Company's final costs of the

removal or relocation, Company shall refund any overpayment to the other user within thirty days after completion of the work benefiting the other user.

G. When the City proposes to improve a Rights-of-Way, including but not limited to work related to streets, sidewalks, landscaping, traffic signalization, water lines, storm drainage or sanitary sewers, and such improvements include excavation and the placement of underground utilities vaults and conduit sufficient for Company's Facilities by and at the expense of someone other than Company, then upon notification by the City and upon such reasonable scheduling as may be required by the City, Company shall replace its overhead Facilities as are then within the affected Rights-of-Way with underground Facilities within such area. Company shall pay all costs of such underground placement. The conversion from overhead to underground shall be conditioned upon the City requiring the undergrounding in the area in which both the existing and new Facilities are and will be located and on the City requiring all existing overhead communication and utility Facilities in such area be removed.

H. Nothing in this Section shall require Company to place its Facilities in ducts or conduits owned or leased by the City.

**SECTION 13: NO VESTED LOCATION RIGHTS; VACATED RIGHTS-OF-WAY**

Company shall not acquire any vested right or interest in any particular Rights-of-Way location for any of its Facilities constructed, operated or maintained in any existing or proposed Rights-of-Way, even though such location was approved by the City; provided that whenever the City vacates Rights-of-Way for the convenience or benefit of any person, the City shall preserve Company's rights for any legally established, existing Facilities of Company in such vacated portion of the Rights-of-Way.

**SECTION 14: TEMPORARY AND EMERGENCY MOVEMENT OF FACILITIES**

A. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise

the cables or wires or other apparatus of Company to permit the passage of any building, machinery or other object, Company shall perform such rearrangement upon the receipt of written notice from the person desiring to move said building, machinery or object. The written notice shall detail the route of movement of the building, machinery or object. The costs incurred by Company in making such rearrangements of its aerial Facilities will be borne, excepting the City, by the person seeking such rearrangement, unless the aerial Facilities are placed or maintained in violation of the applicable rules of any local, state or federal regulatory agency and thereby interferes with the movement of said building, machinery or object.

B. Whenever, in the case of an emergency, it becomes necessary to remove any of Company's Facilities, the City shall not be liable to Company for any charge, loss, damage, restoration cost or repair resulting from the emergency removal.

**SECTION 15: MAPS OF FACILITIES**

Company shall maintain on file maps and operational data pertaining to its operations in the Rights-of-Way, which the City may inspect at any time during normal business hours upon reasonable notice to Company. Upon request of the City, Company shall furnish to the Public Works Director, as soon as practical and without charge, current maps either in a hard-copy printed form or in the City's geographical information system format or compatible data base, showing the location and dimension of any existing and proposed Facilities, but not other proprietary information, used in operating Company's Facilities in the Rights-of-Way.

**SECTION 16: NOTIFICATION TO RESIDENTS OF CONSTRUCTION PROJECTS**

Except in the case of emergency work performed pursuant to Section 9, when Company is the initiator of a project in the Rights-of-Way along which residential yards are located, Company shall give written notification to residents who are located adjacent to the proposed project at least two days prior to the date on which Company proposes to commence

construction. Such notice shall be by personal delivery, by posted notice on the street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), by door hanger or by mail, with a description of the proposed project, Company's name, and telephone number at which Company can be reached twenty-four hours per day.

**SECTION 17: SECURITY FOR PERFORMANCE**

A. As security for performance of its obligations under this Agreement and the Code, Company shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Department of Finance and Business Services, in the amount of one hundred thousand dollars ($100,000.00), to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover losses resulting to the City from Company's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. In addition to all other costs, provide for payment of Reasonable Attorney's Fees;

2. Be issued by a surety company authorized to do business in the state of Nevada and listed in Department Circular 570 of the U.S. Department of the Treasury Fiscal Service (Current Revision);

3. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney;

4. Guarantee the performance of all of Company's obligations under this Agreement and the Code.

C. The following procedures shall apply to drawing on the security required herein:

1. If Company fails to make timely payment to the City of any amount due

under this Agreement or the Code, or fails to compensate the City within thirty days of written notification that such compensation is due, for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Company in connection with this Agreement or its enforcement, or fails, after thirty days' written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any penalties, from the security.

2. Within three days of a withdrawal from the security, the City shall mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Company.

3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Company to the City until it is paid.

4. No later than thirty days after the mailing of notification to Company of a withdrawal from the security, Company shall restore the security to the total amount specified in Subsection (A).

D. Failure to maintain or restore the security shall constitute a material violation of this Agreement.

E. Recovery by the City of any amounts under the security required by this Section does not limit Company's duty to provide insurance or to indemnify the City as otherwise required by this Agreement.

**SECTION 18: INSURANCE REQUIREMENTS**

A. Company shall at all times during the term of this Agreement maintain in full force and effect, at its own cost, a general comprehensive liability insurance policy for the

protection of the City, which shall:

1. Be issued by an insurance company approved by the City and in a form satisfactory to the City Attorney;

2. Name the City and its elected and appointed officers, boards, commissions, agents and employees as additional insureds;

3. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Company's operations under this Agreement, with minimum liability limits of one million dollars ($1,000,000.00) for personal injury or death of any one person and three million dollars ($3,000,000.00) for personal injury or death of two or more persons in any one occurrence and five hundred thousand dollars ($500,000.00) for damage to property resulting from any one occurrence; and

4. Contain a provision that a written notice of cancellation of or reduction in coverage shall be delivered to the City at least thirty days in advance of the effective date thereof.

B. Company's insurance shall be provided by "occurrence", not "claims made" policies, unless the City, in its discretion, agrees to accept a claims-made policy. If insurance coverage is provided by a claims-made policy, Company shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

C. Recovery of any amount by the City from the insurance required by this Section does not limit Company's obligation to provide security or to indemnify the City as otherwise required by this Agreement.

**SECTION 19: INDEMNIFICATION**

A. Company shall defend, indemnify and hold the City harmless from and against all claims for damages to persons or property in any way related, directly or indirectly, to the

construction, maintenance and operation of its Facilities or its use of the Rights-of-Way, or to its performance under this Agreement, when or to the extent injury or damage is caused or alleged to have been caused, wholly or in part, by any act, omission, negligence or misconduct of Company or any of its contractors, subcontractors, officers, agents or employees, or by any person for whose act, omission, negligence or misconduct Company is by law responsible. This Section is intended to require Company to indemnify the City to the maximum extent allowed by law for claims related to Company's use of the Rights-of-Way and is not intended to create liability for the benefit of any party other than the City.

B. If any claim is made against the City that is covered by Subsection (A), and if a Court of competent jurisdiction shall adjudge by final decree that the City is liable therefor, Company shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses and Reasonable Attorney's Fees incurred by the City in defense thereof and incurred at any stage of the proceedings.

C. Upon commencement of any suit, proceeding at law or in equity against the City relating to any matter covered by Subsection (A), the City shall give Company prompt notice of such suit or proceeding; whereupon Company shall provide a defense to any such suit, including any appellate proceedings brought in connection therewith, and pay any settlement, costs and judgments that may be rendered against the City by reason of such suit.

D. If Company fails to comply with its obligations under Subsection (C), after reasonable notice to it by the City, the City shall have the right to defend any claims against it and, in addition to being reimbursed for any settlement or judgment that may be rendered against the City, Company shall reimburse the City's Reasonable Attorney's Fees and all expenses incurred by the City by reason of undertaking the defense of such suit, regardless of whether such suit is successfully defended or settled, or fully adjudicated. If the City is required to

defend any such suit because of Company's failure to do so, the City shall have the right and authority to enter into any settlement as the City may deem in its best interest, without the prior approval Company.

**SECTION 20: TRANSFER OF FRANCHISE**

A. No transfer of this Agreement or the Franchise granted herein (including but not limited to transfer by forced or voluntary sale, receivership or similar means) shall occur unless prior application is made by Company to the City. No application for a transfer shall be granted unless all of the following conditions are met:

1. Company and the transferee agree in writing to the transfer, in a form acceptable to the City.

2. The transferee agrees that it will accept all terms of this Agreement and will assume all of the obligations and liabilities for all acts and omissions, known and unknown, of Company under this Agreement for all purposes, whether such obligations and liabilities arose before or arise after the date of the transfer.

3. The transferee provides proof that it has a CPCN authorizing it to provide Telecommunications Service in the City.

4. The transferee provides security for performance and insurance coverage in compliance with Sections 17 and 18, respectively, no later than the date of the transfer.

B. Approval by the City of a transfer does not constitute a waiver or release of any of the rights of the City under this Agreement against Company, whether arising before or after the date of the transfer.

**SECTION 21: DEFAULT; REMEDIES NOT EXCLUSIVE**

A. All remedies and penalties under this Agreement are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty

is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Company by this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon Company by this Agreement shall not be a waiver of any other or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself. For purposes of this Section, "Director" means the Director of the Department of Finance and Business Services, or his or her designee.

B. Company agrees that an "Event of Default" shall include but not be limited to any of the following acts or failure to act by the Company:

1. Failure to obtain any applicable permits or pay any applicable permit fees pursuant to this Agreement;

2. Failure to comply with the terms of Section 20 concerning the transfer of this Agreement;

3. Failure to supply the necessary security for performance or insurance as specified in Sections 17 and 18;

4. Failure to make any payment required by Sections 5(A) or 6 of this Agreement within the period provided for such payment;

5. Failure to comply with any rules, regulations, orders or directives of the City as set forth in this Agreement within applicable periods; or

6. Substantial or repeated failure to comply with Section 11 concerning installations, excavations and restorations.

C. Upon the occurrence of an Event of Default, the City may, in accordance with the

procedures provided for in this Agreement:

1. Require Company to take such actions as are reasonably required to remedy such Event of Default;

2. Seek money damages from Company as compensation for such Event of Default;

3. Accelerate the expiration of the term of this Agreement by decreasing the term of this Agreement provided in Section 3, the extent of such acceleration to be determined by the City Council, including any period of time up to the remaining term of this Agreement; or

4. As a last measure only, revoke the Franchise granted herein by termination of this Agreement.

D. The City shall exercise the rights set forth in this Section in accordance with the following procedures:

1. The Director shall notify Company, in writing, of an alleged Event of Default. This written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring that an Event of Default has occurred. Company shall, within sixty days of the date of the notice, or such additional time as the Director may specify in the notice: (a) cure the alleged Event of Default; (b) present in writing, for review by the Director, a reasonable time frame and method to cure the Event of Default; or (c) present in writing with reasonable specificity, for review by the Director, facts and arguments as to why Company disagrees that an Event of Default has occurred.

2. If Company presents a written response that challenges whether an Event of Default has occurred, the Director shall within fourteen days review the submitted materials and determine again whether an Event of Default has occurred. If the Director reaffirms that an Event of Default has occurred, Company shall be notified in writing of this decision and shall,

within thirty days, cure the alleged Event of Default.

3. If Company fails to cure the Event of Default so declared pursuant to this Section within the time permitted by the Director, the Director shall prepare a written report to the City Council and recommend action to be taken. The City Council may order an appropriate remedy as set forth in this Section.

E. In addition to the rights under this Section, the City, upon any termination, may direct Company to remove, at Company's sole cost and expense, any of its Facilities from all Rights-of-Way, subject to the following:

1. If Company fails to remove its Facilities from the Rights-of-Way within 30 days after termination of this Agreement and the City determines that removal of any buried cable or conduit is not necessary, Company shall abandon its Facilities in place and, if requested by the City, transfer ownership of the installed Facilities to the City.

2. In removing any part of its Facilities, Company shall refill and compact any excavation that shall be made by it and shall leave all Rights-of-Way in as good a condition as that prevailing prior to Company's removal of the Facilities.

3. The City shall have the right to inspect and approve the condition of the Rights-of-Way after removal has occurred.

4. The removal shall commence within thirty days of an order to remove being issued by the Director at the direction of the City Council.

5. Company shall be responsible for all necessary removals of its Facilities and maintenance of the Rights-of-Way area in the same manner and degree as if the Facilities were in active use, and Company shall retain all liability associated with such removals.

6. Nothing herein shall cause the City to incur any costs related to the removal of the Company's Facilities or the transfer of ownership of said Facilities to the City.

## SECTION 22: LIQUIDATED DAMAGES

A. In addition to the remedies specified in Section 21, Company may be subject to the assessment of liquidated damages by the City Manager for any violation of this Agreement in accordance with the provisions of this Section.

B. Except for causes beyond the reasonable control of Company, if Company fails to comply with any of its obligations under this Agreement, the City Manager may deliver to Company a reasonably detailed written notice describing the violation on the part of Company. Company shall cure any such violation no later than thirty days after receipt of the notice of violation; provided that if the nature of violation is such that it cannot be fully cured within thirty days, the City Manager may extend the period of time for Company to cure the violation for such additional time as is reasonably necessary to complete the cure if, in the City Manager's reasonable judgment, Company promptly begins its efforts to cure the violation and diligently pursues its efforts to effect a cure.

C. If a violation has not been cured within the time allowed by Subsection (B), Company shall be liable for liquidated damages as follows:

1. Failure to comply with the City's requirements concerning usage of the Rights-of-Way resulting in actual impediments to use of the Rights-of-Way for construction work, vehicular traffic, pedestrian traffic or other lawful uses, including but not limited to any violations resulting in construction-delay claims against the City: $500.00 per day for each day such failure continues.

2. Failure to comply with any other provisions of this Agreement, including but not limited to promptly providing data, documents, reports or information to the City, or to provide insurance or security for the performance of Company's obligations hereunder: $100.00

per day for each day such failure continues.

D. The amounts specified in Subsection (C) constitute compensation for injuries to the City and its residents that would be difficult to ascertain and prove with certainty and are intended to be liquidated damages, not penalties or forfeitures.

**SECTION 23: DRAWING UPON SECURITY UPON REVOCATION**

In the event that a revocation of the Franchise is declared pursuant to Section 21 above, it shall be deemed a failure to perform on the part of Company, and the City may proceed against and draw upon, as required, the security provided for in Section 17 above for amounts due under this Agreement.

**SECTION 24: ADDITIONAL CITY RIGHTS**

Pursuant to the City Charter and applicable State statute, the right and privilege of the City to purchase or condemn Company's Facilities located within the City is expressly recognized herein.

**SECTION 25: SEVERABILITY**

If any provision, condition, covenant or portion of this Agreement is for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity or enforceability of the remaining portions of this Agreement. With respect to any portion of this Agreement held to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City Council hereby declares that it would have approved this Agreement and each portion thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

**SECTION 26: NOTICES**

Any notice or other communication required or permitted to be given under this Agreement (the "Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notice shall be deemed received on the date of actual receipt or refusal of delivery. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

| | |
|---|---|
| TO THE CITY: | Director – Finance and Business Service<br>City of Las Vegas<br>400 Stewart Avenue, 6th Floor<br>Las Vegas, Nevada 89101 |
| with a copy to: | City Attorney's Office<br>City of Las Vegas<br>400 Stewart Avenue, 9th Floor<br>Las Vegas, Nevada 89101 |
| TO COMPANY: | tw telecom of nevada llc<br>Attn: Kristie Ince<br>Vice President Regulatory Affairs<br>tw telecom inc.<br>2805 Dallas Parkway, Suite 140<br>Plano, TX 75093 |
| with a copy to: | tw telecom of nevada llc<br>Senior V.P. & Deputy General Counsel<br>10475 Park Meadows Drive<br>Littleton, CO 80124 |

**SECTION 27: PUBLIC PURPOSE**

All of the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Agreement, acting for the City in the discharge of his or her duties, shall not thereby render himself personally liable; and

he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the City nor Company by accepting this Agreement waives its right to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved and all terms and provisions hereof shall be enforceable through injunctive relief. Neither party shall be liable for any consequential or punitive damages, including lost profits.

**SECTION 28: APPLICABLE LAW**

This Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

**SECTION 29: PUBLIC UTILITIES COMMISSION AND CHARTER REQUIREMENTS**

This Agreement is subject to and contingent upon Company complying with all applicable rules and regulations of the Public Utilities Commission of Nevada and the City adopting a Resolution, conducting a public hearing and enacting an Ordinance granting this Franchise to Company in accordance with Section 7.050 of the City Charter.

**SECTION 30: DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Company warrants that it has disclosed, on the "Disclosure of Ownership/Principals" form attached hereto, all principals, including partners, of Company, as well as all persons and entities holding more than a 1% interest in Company or any principal of Company. If Company, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the

Securities and Exchanges Commission or by the Employee Retirement Income Security Act), and attaches current copies of such federal disclosures to Exhibit A, the requirements of this Section shall be satisfied. Throughout the term hereof, Company shall upon written request by the City, provide the City with updates concerning any material changes to the disclosures required by this Section.

EXECUTED to be effective on the date specified above.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

1/3/11
Date

tw telecom of nevada llc,
a Delaware limited liability company,
by tw telecom management co. llc,
its sole member

By: Tina Davis

Its: SVP & Deputy General Counsel

# 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.

**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**

tw telecom of nevada llc

Name

10475 Park Meadows Drive
Littleton CO 80124

Address

303-566-1000

Telephone

EIN or DUNS EIN 84-1560861

**Block 2 — Description**

Subject Matter of Contract/Agreement:

Franchise Agreement

RFP #

**Block 3 — Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

## 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. | tw telecom management co. llc | 10475 Park Meadows Dr. Littleton, CO 80124 | 303-566-1000 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of 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.

Tina Davis
Name

1-4-2011
Date

Subscribed and sworn to before me this 4th day of January, 2011.

Cheryll B Hart
Notary Public

My commission expires 3/03/2013

CHERYLL B. HART NOTARY PUBLIC STATE OF COLORADO

City of Las Vegas Agenda Item No.: **31.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: NEIGHBORHOOD SERVICES**
**DIRECTOR: STEPHEN K. HARSIN** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate $23,000 for 23 youth initiated projects - All Wards

**Fiscal Impact**

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
**Amount:** $23,000
**Funding Source:** General Fund
**Dept./Division:** Neighborhood Services/Neighborhood Initiatives Division

**PURPOSE/BACKGROUND:**
The Youth Neighborhood Association Partnership Program (YNAPP) is designed to encourage neighborhood youth to take an active role in improving the quality of life in City of Las Vegas neighborhoods and directly responds to two of the City Council priorities: (1) Sustainable livable neighborhoods (2) Citizen Engagement. The $23,000 allocated to this year's YNAPP project teams will leverage a community match of over $376,000 in volunteer labor, in-kind donations of goods and services, and/or financial contributions. The majority of the projects are located in the target neighborhoods of Wards 1, 3 & 5.

**RECOMMENDATION:**
The YNAPP Board recommends that the Mayor and Council approve funding for 23 youth-initiated projects for a total of $23,000 and authorizes the Director of Neighborhood Services to execute the agreements upon approval as to form by the City Attorney.

**BACKUP DOCUMENTATION:**
2010-2011 Funding Cycle Grant Recommendations for YNAPP

| 2010-2011 Funding Cycle Grant Recommendations for YNAPP | | | | |
|---|---|---|---|---|
| **Ward** | **YNAPP Groups** | **Project Title** | **Amount Recommended** | **Grant Match** |
| 1 | **Back to Basic** | A.B.C. - Anti Bullying Combat | $ 1,000.00 | $ 9,261.00 |
| 1 | **CSNHS – National Honor Society** | Operation School Bell | $ 1,000.00 | $ 4,087.00 |
| 1 | **CSNHS –Student Council** | "Wrap It Up For School Bell" | $ 1,000.00 | $ 10,566.00 |
| 1 | **Mirabelli – S.W.A.T. Team** | Senior Prom for Senior Citizens | $ 1,000.00 | $ 6,638.00 |
| 2 | **Gods Angels and Company** | To Show We Care | $ 1,000.00 | $ 21,920.00 |
| 3 | **Boy Scouts of America** | East Las Vegas Community/Senior Center Raised Planting Beds | $ 1,000.00 | $ 2,346.00 |
| 3 | **City Impact Center – Youth Group** | Tutoring and Life Skills Program | $ 1,000.00 | $ 27,304.00 |
| 3 | **Fremont Family Writing Project** | Family/Community Mural Anthology | $ 1,000.00 | $ 56,510.00 |
| 3 | **Lunt ES – Lunt Leadership** | Leadership In The Community | $ 1,000.00 | $ 62,800.00 |
| 3 | **Rafael Rivera Youth Council** | Campus Beautification | $ 1,000.00 | $ 17,931.00 |
| 3 | **Southern NV Hispanic Employment Program** | Healthy Kids, Healthy Minds | $ 1,000.00 | $ 5,570.00 |
| 4 | **Fostering Kids at Work** | Color My World | $ 1,000.00 | $ 3,649.00 |
| 4 | **Lummis ES – Little Gestures** | Little Gestures | $ 1,000.00 | $ 12,530.00 |

| | | | | |
|---|---|---|---|---|
| 4 | **Symbolic Youth Networking Council** | Features for Teachers | $ 1,000.00 | $ 24,603.00 |
| 4 | **Symbolic Youth Networking Council** | Health Walk | $ 1,000.00 | $ 22,310.00 |
| 5 | **Kappa Leadership League** | Operation Going Green | $ 1,000.00 | $ 4,480.00 |
| 5 | **S.T.A.R.S. CDC** | Y.E.S. Productions | $ 1,000.00 | $ 9,508.00 |
| 5 | **St. Joseph's Student Council** | St. Joseph Knights Give Back to Their Community | $ 1,000.00 | $ 12,093.00 |
| 5 | **The Meadows HS – Varsity Cheerleaders** | 100 Trees in 100 Days! | $ 1,000.00 | $ 11,088.00 |
| 5 | **Umoja Boys Mentoring Program** | Young Men's Conference 2011 Exercising our Voices | $ 1,000.00 | $ 12,134.00 |
| 5 | **Youth E.T.E.R.N.A.L.** | S.T.A.Y.E | $ 1,000.00 | $ 16,188.00 |
| 6 | **CIS Fellows Academy** | Kids 4 Candle Lighters! | $ 1,000.00 | $ 16,680.00 |
| 6 | **Arbor View - DECA** | Direct the Way | $ 1,000.00 | $ 5,905.00 |
| | **TOTAL** | | **$23,000.00** | **$376,101.00** |

City of Las Vegas Agenda Item No.: **32.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
BOARDS & COMMISSIONS:

Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities – Nevada League of Cities, Regional Transportation Commission and Regional Flood Control District

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**

**RECOMMENDATION:**

**BACKUP DOCUMENTATION:**
Current Listing and Authority

11-18-2010

# CITY COUNCIL APPOINTMENTS

| BOARD NAME | APPT(S) | TERM | CURRENT REPRESENTATION | ORIGINAL APPT. DATE | EXPIRATION/NOTES |
|---|---|---|---|---|---|
| Chief Local Elected Officials Consortium (Formerly Nevada Business Services [NBS] Job Training Board) | 1 | Until replaced | Councilman Steven D. Ross | 8-19-2009 | |
| CLV Audit Oversight Committee *(These board appointments may not fall during the Election " cycle appointment process for Council members)* | 2 | 2 yrs. | Councilman S. Wolfson | 3-21-2007 | Exp. 3-21-2011 |
| | | | Councilwoman L. Tarkanian | 1-21-2009 Must fill unexpired term | Exp. 1-21-2011 |
| Clean Water Coalition | | Until replaced | Councilman Steven D. Ross | 7-15-2009 | |
| | | " | Councilwoman L. Tarkanian (Alternate) | 3-4-2009 | |
| Criminal Justice Advisory Council (Formerly Regional Jail Commission) (Change to Primary & Alternate on 10/2/96) | | Until replaced (1 Primary, 1 Alternate) | Councilman S. Wolfson (Pri) | 7-21-2004 | |
| | | | Councilman Gary Reese (Alt) | 9-21-2005 | |
| Debt Management Commission (Formerly General Obligation Bond Comm.) | 1 | 2 yrs. | Councilwoman L. Tarkanian | 7-20-2005 | Exp. June 2011 |
| Emergency Operations, Mgmt. Comm. | 1 | Until replaced | Mayor O. Goodman | 6-20-2001 | |
| | | " | Councilman R. Barlow | 7-11-2007 | |
| Las Vegas Convention and | 2 | Term of Office | Mayor O. Goodman | 6-28-1999 | Exp. June 2011 |
| and Visitors Authority | | " | Councilman G. Reese | 1-21-2009 | Exp. June 2011 |
| Las Vegas Springs Preserve- Board of Trustees | 1 | Term of Office | Mayor O. Goodman | 8-20-2003 | Exp. June 2011 |
| Local Law Enforcement Advisory Committee | 1 | Until replaced | Councilman S. Wolfson | 5-2-2007 | |
| Mayor Pro Tem | 1 | Until replaced | Councilman G. Reese | 11-16-2000 | Council elects |
| Metropolitan Police Committee | 2 | Until replaced | Councilman G. Reese | 7-14-1997 | |
| on Fiscal Affairs | | " | Councilman S. Wolfson | 1-21-2009 | |
| Nellis Civilian Military Council | 2 | Until Replaced | Mayor O. Goodman | 8-4-2004 | |
| Executive Board | | (Mayor and Alt.) | Alt.- Councilman R. Barlow | 7-11-2007 | |
| Nevada Development Authority | 1 | 2 yrs. | Mayor O. Goodman | 6-28-1999 | Exp. June 2011 |
| Nevada League of Cities | 1 | 2 yrs. | Councilman R. Barlow | 1-21-2009 | Exp. 1- 21-2011 |
| Oversight Panel for School Facilities | 1 | 2 yrs. | Councilman S. Wolfson | 1-7-2009 | Exp. 12-31-2011 |
| Regional Flood Control District *(Members are the same as those appointed to RTC and terms should coincide.)* | 2 | 2 yrs. | Mayor O. Goodman | 7-20-2005 | Exp. 6-30-2011 |
| | | " | Councilman S. Ross | 1-21-2009 | Exp. 1-21-2011 |
| Regional Transportation Commission (Expiration date set by NRS) | 2 | 2 yrs. | Mayor O. Goodman | 7-20-2005 | Exp. 6-30-2011 |
| | | " | Councilman S. Ross | 1-21-2009 | Exp. 1-21-2011 |
| So. Nev. Enterprise Community Board | | 3 yrs. | Councilman R. Barlow | 10-3-2007 | Exp. 10-3-2013 |
| So. Nev. Health District (formerly Cl. Co. District Bd. of Health) (Membership changed to 2 Council Elected Officials per AB380-2005) (By-Laws Sec. 4.1(e) allows for designation of an Alternate) | | 2 yrs. | Councilman S. Anthony | 7-1-2009 | Exp. June 2011 |
| | | | Councilman R. Barlow | 7-11-2007 | Exp. June 2011 |
| | | | Councilman S. Ross (Alt) | 11-1-2006 | Exp. June 2011 |
| So. Nev. Regional Planning Coalition (Formerly So. Nev. Gov't Efficiency Committee) | 2 | Until replaced | Mayor O. Goodman | 6-28-1999 | |
| | | " | Councilwoman L. Tarkanian | 3-21-2007 | |
| | | Alternate - | Councilman S. Wolfson | 2-16-2005 | |
| So. Nev. Water Authority | 2 | Until replaced (1 Member, 1 Alternate) | Councilwoman L. Tarkanian | 9-06-2006 | |
| | | | Councilman Stavros Anthony (Alternate) | 7-15-2009 | |
| Yucca Mnt. Nuclear Repository Com. | 2 | Until replaced | Councilman S. Wolfson | 7-21-2004 | City Mgr. or designee |
| | | " | Councilwoman L. Tarkanian | 3-4-2009 | also serves |

City of Las Vegas Agenda Item No.: **33.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
BOARDS & COMMISSIONS:

Appointment of Members to the Community Development Recommending Board

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This 13 member board, which expired July 3, 2010, reviews Community Development Block Grant and other funding sources and makes recommendations to the City Council on the applicants eligible to receive these funds. Members of this board either reside or work in the City of Las Vegas and are appointed by the Mayor and City Council. The term of office is nine-months with no limit to the number of terms that may be served.

**RECOMMENDATION:**
Procedure for this Board is appointment by the City Council. The Department of Neighborhood Services recommends the following appointments and reappointments:

Reappointments: Mike Aker, Libby Bjerke, Anne Blue, Verlia Davis-Hoggard, Pam Kowalski, Phyllis McFadden, Tom McGrath, Karmen La'Shaun Miller, Dev Inder Pappas

New Appointments: Audrey Asselin, Lou De Salvio, Mary Ann Goulden, Rodney Jordan

**BACKUP DOCUMENTATION:**
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

## *AGENDA MEMO*

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: CITY CLERK**
**ITEM DESCRIPTION: Discussion and possible action on the appointment of members of the Community Development Recommending Board (CDRB)**

| | **FY 2011 Community Development Recommending Board (CDRB)** |
|---|---|
| **Elected Official** | **Designee** |
| Mayor | Karmen La'Shaun Miller<br>7965 Lions Rock Way #202 Las Vegas Nevada, 89128 |
| Ward 1 | Phyllis McFadden<br>204 Fig Ct. Las Vegas, Nevada 89145 |
| Ward 1 | Tom McGrath<br>1413 Vista Drive Las Vegas, Nevada 89102 |
| Ward 1 | Dev Inder Pappas<br>5332 Del Rey Avenue Las Vegas, Nevada 89146 |
| Ward 2 | Audrey Asselin<br>7921 Aviano Pines Las Vegas, Nevada 89129 |
| Ward 3 | Mike Aker<br>172 Marion Drive Las Vegas, Nevada 89110 |
| Ward 3 | Mary Ann Goulden<br>4633 Montebello Las Vegas, Nevada 89110 |
| Ward 3 | Pam Kowalski<br>1050 Bonita Ave. Las Vegas, Nevada 89104 |
| Ward 4 | Libby Bjerke<br>7448 Desert Flame Las Vegas, Nevada 89149 |
| Ward 5 | Anne Blue<br>800 Chabot Drive Las Vegas, Nevada 89107 |
| Ward 5 | Verlia Davis-Hoggard<br>1401 Sharon Road Las Vegas, Nevada 89106 |
| Ward 5 | Rodney Jordan<br>7648 Via Paseo Las Vegas, Nevada 89128 |
| Ward 6 | Lou De Salvio<br>8429 Vivid Violet Las Vegas, Nevada 89143 |

# COMMUNITY DEVELOPMENT RECOMMENDING BOARD

| | MEMBERS | ORIGINAL APPT. | TERM EXPIRES |
|---|---|---|---|
| 1. | **AKER, MIKE**<br>**(Reese's designee)** | 10-3-2007<br>**(Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 2. | **BLUE, ANNE**<br>**(Barlow's designee)** | 9-20-2006<br>**(Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 3. | **BJERKE, LIBBY**<br>**(Anthony's designee)** | 10-21-2009 | 7/1/2010 |
| 4. | **DAVIS-HOGGARD, VERLIA**<br>**(Barlow's designee)** | 1-18-2006<br>**(Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 5. | **ALVAREZ, BRIAN "PACO"**<br>**(Reese's designee)** | 10-7-2009 | 7-1-2010 |
| 6. | **HARTLEY, PAM**<br>**(Reese's designee)** | 9-7-2005<br>**(Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 7. | **KINSORA, DEBBIE**<br>**(Ross' designee)** | 1-7-2004<br>**(Reap. 10-20-2004) (Reap. 9-7-2005) (Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 8. | **McFADDEN, PHYLLIS**<br>**(Tarkanian's designee)** | 10-1-2008<br>**(Reap. 10-7-2009)** | 7-1-2010 |
| 9. | **McGRATH, TOM**<br>**(Tarkanian's designee)** | 12-7-2005<br>**(Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 10. | **MILLER, KARMEN LA'SHAUN**<br>**(Goodman's designee)** | 12-6-2006<br>**(Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 11. | **PAPPAS, DEV INDER**<br>**(Tarkanian's designee)** | 12-6-2006<br>**(Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 12. | **POUND, PEGGY**<br>**(Wolfson's designee)** | 11-5-2003<br>**(Reap. 10-20-2004) (Reap. 9-7-2005) (Reap. 9-20-2006) (Reap. 10-3-2007) (Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |
| 13. | **SEIFULLAH, FATEEN**<br>**(Barlow's designee)** | 10-3-2007<br>**(Reap. 10-1-2008) (Reap. 10-7-2009)** | 7-1-2010 |

**GENERAL PURPOSE:** Review all Community Development Block Grant, HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA) applications for funding and make recommendations to the City Council on those applicants that should receive funding.

**AUTHORITY:** Created by City Council action on 1-8-1997 and members appointed on 1-8-1997.
(By-laws amended 12/15/99 to increase membership by four (4) members for a total of 31 members)(By-Laws amended 12/6/2000 to decrease term of office to six months) (By-Laws amended 8/15/2001 to reduce membership to 24 members) (By-Laws amended 7/20/2005 to increase term of office to nine months, to delete number of term limits, and to delete the specific areas of expertise of background designations.) (By-Laws amended 9/20/2006 to remove HOME and LIHTF funds from the Board's process.) (By-Laws amended 9-3-2008 to reduce the membership from 24 to 13 members)

**TERMS:** NINE MONTH TERMS – No limit to number of terms. **NO FINANCIAL DISCLOSURE REQUIRED.**
(May fill unexpired term.) (Membership is not transferable or assignable)
(Initially, 14 members appointed for 2 yr. terms to insure continuity on the Board.)

**MEMBERS:** 13 members who reside or work in the City of Las Vegas appointed by the Mayor and City Council. Board members represent target neighborhoods and populations, including low-income, disabled, minorities, elderly and the community at large.

City of Las Vegas Agenda Item No.: **34.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
BOARDS & COMMISSIONS:

AUDIT OVERSIGHT COMMITTEE – Councilwoman Lois Tarkanian, Term Expiration 1-21-2011

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. Terms are for two years, with no limit to the number of terms that may be served. Councilwoman Tarkanian's first term expires January 21, 2011. Procedure for this Committee requires appointment by the Mayor, subject to ratification by the City Council.

**RECOMMENDATION:**
Mayor Goodman to reappoint Councilwoman Tarkanian for an additional 2 year term OR appoint another member of the City Council to serve on the committee

**BACKUP DOCUMENTATION:**
Current Listing and Authority

11-18-2010

# CITY COUNCIL APPOINTMENTS

| BOARD NAME | APPT(S) | TERM | CURRENT REPRESENTATION | ORIGINAL APPT. DATE | EXPIRATION/NOTES |
|---|---|---|---|---|---|
| Chief Local Elected Officials Consortium (Formerly Nevada Business Services [NBS] Job Training Board) | 1 | Until replaced | Councilman Steven D. Ross | 8-19-2009 | |
| CLV Audit Oversight Committee *(These board appointments may not fall during the Election" cycle appointment process for Council members)* | 2 | 2 yrs. | Councilman S. Wolfson | 3-21-2007 | Exp. 3-21-2011 |
| | | | Councilwoman L. Tarkanian | 1-21-2009 Must fill unexpired term | Exp. 1-21-2011 |
| Clean Water Coalition | | Until replaced | Councilman Steven D. Ross | 7-15-2009 | |
| | | " | Councilwoman L. Tarkanian (Alternate) | 3-4-2009 | |
| Criminal Justice Advisory Council (Formerly Regional Jail Commission) (Change to Primary & Alternate on 10/2/96) | | Until replaced (1 Primary, 1 Alternate) | Councilman S. Wolfson (Pri) | 7-21-2004 | |
| | | | Councilman Gary Reese (Alt) | 9-21-2005 | |
| Debt Management Commission (Formerly General Obligation Bond Comm.) | 1 | 2 yrs. | Councilwoman L. Tarkanian | 7-20-2005 | Exp. June 2011 |
| Emergency Operations, Mgmt. Comm. | 1 | Until replaced | Mayor O. Goodman | 6-20-2001 | |
| | | " | Councilman R. Barlow | 7-11-2007 | |
| Las Vegas Convention and | 2 | Term of Office | Mayor O. Goodman | 6-28-1999 | Exp. June 2011 |
| and Visitors Authority | | " | Councilman G. Reese | 1-21-2009 | Exp. June 2011 |
| Las Vegas Springs Preserve-Board of Trustees | 1 | Term of Office | Mayor O. Goodman | 8-20-2003 | Exp. June 2011 |
| Local Law Enforcement Advisory Committee | 1 | Until replaced | Councilman S. Wolfson | 5-2-2007 | |
| Mayor Pro Tem | 1 | Until replaced | Councilman G. Reese | 11-16-2000 | Council elects |
| Metropolitan Police Committee | 2 | Until replaced | Councilman G. Reese | 7-14-1997 | |
| on Fiscal Affairs | | " | Councilman S. Wolfson | 1-21-2009 | |
| Nellis Civilian Military Council | 2 | Until Replaced | Mayor O. Goodman | 8-4-2004 | |
| Executive Board | | (Mayor and Alt.) | Alt.- Councilman R. Barlow | 7-11-2007 | |
| Nevada Development Authority | 1 | 2 yrs. | Mayor O. Goodman | 6-28-1999 | Exp. June 2011 |
| Nevada League of Cities | 1 | 2 yrs. | Councilman R. Barlow | 1-21-2009 | Exp. 1- 21-2011 |
| Oversight Panel for School Facilities | 1 | 2 yrs. | Councilman S. Wolfson | 1-7-2009 | Exp. 12-31-2011 |
| Regional Flood Control District *(Members are the same as those appointed to RTC and terms should coincide.)* | 2 | 2 yrs. | Mayor O. Goodman | 7-20-2005 | Exp. 6-30-2011 |
| | | " | Councilman S. Ross | 1-21-2009 | Exp. 1-21-2011 |
| Regional Transportation Commission (Expiration date set by NRS) | 2 | 2 yrs. | Mayor O. Goodman | 7-20-2005 | Exp. 6-30-2011 |
| | | " | Councilman S. Ross | 1-21-2009 | Exp. 1-21-2011 |
| So. Nev. Enterprise Community Board | | 3 yrs. | Councilman R. Barlow | 10-3-2007 | Exp. 10-3-2013 |
| So. Nev. Health District (formerly Cl. Co. District Bd. of Health) (Membership changed to 2 Council Elected Officials per AB380-2005) (By-Laws Sec. 4.1(e) allows for designation of an Alternate) | | 2 yrs. | Councilman S. Anthony | 7-1-2009 | Exp. June 2011 |
| | | | Councilman R. Barlow | 7-11-2007 | Exp. June 2011 |
| | | | Councilman S. Ross (Alt) | 11-1-2006 | Exp. June 2011 |
| So. Nev. Regional Planning Coalition (Formerly So. Nev. Gov't Efficiency Committee) | 2 | Until replaced | Mayor O. Goodman | 6-28-1999 | |
| | | " | Councilwoman L. Tarkanian | 3-21-2007 | |
| | | Alternate - | Councilman S. Wolfson | 2-16-2005 | |
| So. Nev. Water Authority | 2 | Until replaced (1 Member, 1 Alternate) | Councilwoman L. Tarkanian | 9-06-2006 | |
| | | | Councilman Stavros Anthony (Alternate) | 7-15-2009 | |
| Yucca Mnt. Nuclear Repository Com. | 2 | Until replaced | Councilman S. Wolfson | 7-21-2004 | City Mgr. or designee |
| | | " | Councilwoman L. Tarkanian | 3-4-2009 | also serves |

City of Las Vegas Agenda Item No.: **35.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-52 – Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category. Sponsored by: Mayor Oscar B. Goodman

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will amend the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category. This licensing category will allow the manufacture of all types of alcoholic beverages, subject to all applicable Federal and State laws and regulations.

**RECOMMENDATION:**
ADOPTION at 1/19/2011 City Council Meeting pursuant to the 1/4/2011 Recommending Committee Meeting.

First Reading – 12/15/2010; First Publication – 1/7/2011

**BACKUP DOCUMENTATION:**
1. Bill No. 2010-52
2. Business Impact Statement

**BILL NO. 2010-52**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND THE CITY'S REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES TO ESTABLISH A LIQUOR MANUFACTURER LICENSE CATEGORY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 145, reading as follows:

**6.50.145:** A liquor manufacturer's license authorizes the manufacture, production and bottling of alcoholic beverages of all kinds, including the brewing, distilling and rectifying activities associated therewith. The holder of such a license is subject to all Federal and State statutes and regulations applicable to those activities.

SECTION 2: Ordinance No. 6118 and Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 360 reads as follows:

**6.50.360:** Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule:

| License Category | Semiannual License Fee (Dollars) |
|---|---|
| Alcoholic beverage caterer | 500.00 |
| Ancillary lounge bar | 1,200.00 |
| Banquet or event establishment | 500.00 |
| Beer/wine/cooler art event on-sale | 300.00 |
| Beer/wine/cooler on-sale | 300.00 |
| Beer/wine/cooler off-sale | 300.00 |
| Beer/wine/cooler on-off sale | 600.00 |
| Brew/pub/tavern | 1,200.00 |

| License Category | Semiannual License Fee (Dollars) |
|---|---|
| Convention facility | 1,200.00 |
| General on-sale | 1,200.00 |
| General on-sale (beer and wine) | 500.00 |
| Gift basket limited | 300.00 |
| Gift shop limited | 500.00 |
| Grocery store or mega store internet sale | 500.00 |
| Instructional wine making facility | 600.00 |
| Keg beer | 200.00 |
| Liquor manufacturer | 1,000.00 |
| Nonprofit club general on-sale | 200.00 |
| Nonprofit club restaurant service bar | 100.00 |
| Package | 750.00 |
| Permanent trade show facility | 2,400.00 |
| Restaurant service bar | 600.00 |
| Supper club | 800.00 |
| Plus: fee for each additional bar | 750.00 |
| Tavern (one bar) | 1,200.00 |
| Plus: fee for each additional bar | 900.00 |
| Tavern-limited | 800.00 |
| Plus: fee for each additional bar | 500.00 |
| Urban lounge | 1,000.00 |
| Plus: fee for each additional bar | 750.00 |
| Wholesale general | 1,000.00 |
| Wine, beer, cordial, liqueur tasting | 600.00 |

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 4: Ordinance No. 6118 and Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 380 reads as follows:

**6.50.380:** (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

| License Category | Origination Charge (Dollars) |
|---|---|
| Alcoholic beverage caterer | 4,000.00 |
| Ancillary lounge bar | 40,000.00 |
| Banquet or event establishment | 20,000.00 |
| Beer/wine/cooler art event on-sale | 1,000.00 |
| Beer/wine/cooler on-sale | 2,500.00 |
| Beer/wine/cooler off-sale | 2,500.00 |
| Beer/wine/cooler on-off sale | 5,000.00 |
| Brew/pub/tavern | 75,000.00 |
| Convention facility | 75,000.00 |
| General on-sale | 75,000.00 |
| General on-sale (beer and wine) | 20,000.00 |
| Gift basket limited | 1,000.00 |
| Gift shop limited | 4,000.00 |
| Grocery store or mega store internet sale | 2,500.00 |
| Instructional wine making facility | 2,500.00 |
| Keg beer | 4,000.00 |
| Liquor manufacturer | 10,000.00 |
| Nonprofit club general on-sale | 2,000.00 |
| Nonprofit club restaurant service bar | 1,000.00 |
| Package | 40,000.00 |
| Permanent trade show facility | 60,000.00 |
| Restaurant service bar | 30,000.00 |
| Supper club | 40,000.00 |
| Tavern | 75,000.00 |
| Tavern-limited | 20,000.00 |
| Urban lounge | 50,000.00 |
| Wholesale general | 10,000.00 |
| Wine, beer, cordial, liqueur tasting | 2,000.00 |

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant.

However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 12-1-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

**BUSINESS IMPACT STATEMENT**
**BILL NO. 2010-52**
**Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-52, that will amend the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category.

**1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.**

Comments were not solicited. No existing City businesses were identified that are likely to be impacted. It is not anticipated that the new licensing category would have any negative impact on existing or future businesses that might take advantage of this new licensing category.

**2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:**

**Adverse effects:**

None identified

**Beneficial effects:**

A new business opportunity not previously available

**Direct effects:**

See beneficial effects above

**Indirect effects:**

None identified

**3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:**

Not applicable

**4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:**

Minimal cost associated with administration and regulation related to the new category

**5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:**

Unknown, depending on the number of applicants. Approximately $12,000 annually per applicant

**6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:**

Administer and regulate the licensing category, and generate revenue in order to help provide services to City residents

**7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:**

Not applicable

Date: December 1, 2010

City of Las Vegas Agenda Item No.: **36.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-53 – Updates the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program. Proposed by: Jorge Cervantes, Director of Public Works

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will update the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program. The bill is the product of the most recent periodic review of the City's capital improvement plan related to traffic signal impacts and the underlying land use assumptions, as such reviews are required by State law. The plan and underlying land use assumptions have been the subject of two public hearings in accordance with statutory and ordinance procedures.

**RECOMMENDATION:**
ADOPTION at 1/19/2011 City Council Meeting pursuant to the 1/4/2011 Recommending Committee Meeting.

First Reading – 12/15/2010; First Publication – 1/7/2011

**BACKUP DOCUMENTATION:**
Bill No. 2010-53

**BILL NO. 2010-53**

**ORDINANCE NO. _____**

AN ORDINANCE TO UPDATE THE MUNICIPAL CODE PROVISIONS REGARDING THE CITY'S TRAFFIC SIGNAL IMPACT FEE PROGRAM, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, Director of Public Works

Summary: Updates the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 4, Chapter 32, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.020:** It is the intent of the City Council to:

(A) Provide for the imposition and collection of a traffic signal impact fee upon all new development within the City to better accommodate orderly development of the land, [reduce existing congestion,] facilitate rapid traffic movement, and provide for anticipated future traffic needs; and

(B) Ensure that new development contributes its proportionate share of the cost of capital expenditures necessary to provide traffic signal system improvements that have a nexus to that development.

SECTION 2: Title 4, Chapter 32, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.030:** The City Council hereby finds as follows:

(A) That traffic signals throughout the City are installed when warranted in accordance with the Manual on Uniform Traffic Control Devices. [It is therefore appropriate to treat the City as a single service area] <u>In accordance with the requirements of NRS Chapter 278B, the City is divided into three service areas</u> for the purposes of calculating, collecting, and spending the traffic signal impact fees as set forth in this Chapter.

(B) That if and when impact fees are established in the future for improvements other than traffic signals, it may be appropriate to divide the City into [multiple] <u>corresponding or</u>

differing service areas, each served by a separate [fund.] fund or account.

SECTION 3: Title 4, Chapter 32, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.040:** For purposes of interpreting this Chapter, certain words used herein are defined as follows:

"Applicant" means the person applying for a building permit from the City.

"Impact Fee Administrator" or "Administrator" means the Director of Public Works or the Director's designee.

"Impact Fee" means the traffic signal impact fee authorized and imposed by this Chapter.

"Impact Fee CIP" means the [2003-2013] 2009-2019 Capital Improvements Plan for Traffic Signal Impact Fees, as adopted by the City and as amended or replaced from time to time.

"Manual on Uniform Traffic Control Devices" means the manual of that name, in the version that has been adopted by the Nevada Department of Transportation pursuant to NRS 484.781 and Section 408.411 of the Nevada Administrative Code.

"Traffic signal system improvements" means the installation of traffic signals at intersections identified in the Impact Fee CIP as intersections for potential signalization or intersections where signals are under design or construction. Traffic signal system improvements also include intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization. The components of a typical traffic signal system improvement include without limitation the following: four Type "L" or "M" foundations (type dependent on mast arm length); four signal poles, either Type XX-A or Type XX-B, with four hundred watt luminaries; four mast arms ranging from twenty-five to sixty-five feet long; one controller foundation, one controller cabinet; one 2070 controller; one service pedestal; four street name signs (internally illuminated); twelve M-2 signal head assemblies; four M-5 signal head assemblies; four B-14T signal head assemblies; four B1-T signal head assemblies; eight pedestrian signal head assemblies; eight audible/tactile pedestrian push buttons; one #7 traffic signal pull box; five #5 traffic signal pull boxes; seven P-30 fiber optic interconnect pull boxes; one thousand two hundred linear feet of three inches traffic signal conduit; two thousand seven hundred linear feet of three inches to four

inches interconnect conduit and fiber optic cable; a minimum of one fiber optic splice enclosure; one self healing optical transceiver; one video detection processor with four cameras; one emergency vehicle opticom preemption system; seven hundred linear feet of twenty-five conductor signal cable; signage and polymer pavement markings; and one thousand two hundred square feet of tack-on median island. The term "traffic signal system improvements" includes improvements that are constructed in phases. For example, a six-lane road may be initially striped for four lanes, with the initial signal improvements corresponding to four lanes subsequently being upgraded to accommodate six lanes when the road is ultimately striped for six lanes.

SECTION 4: Title 4, Chapter 32, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.050:** An impact fee is hereby imposed upon new development within the City in accordance with the provisions of this Chapter. The impact fee for particular development shall be determined and paid at the time of issuance of a building permit for the development. The applicant for a building permit shall be responsible for paying the impact fee. <u>The amount of the impact fee for any particular development is as set forth in the fee schedule adopted in Section 4.32.150.</u>

SECTION 5: Title 4, Chapter 32, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.070:** (A) Except as otherwise provided in Section 4.32.060 of this Chapter, the applicant for a building permit for new development shall pay a traffic signal impact fee in accordance with [a fee schedule that has been duly adopted by the City,] <u>the fee schedule adopted in Section 4.32.150,</u> as the schedule may be amended from time to time. If any credit is due an applicant pursuant to Section 4.32.100 of this Chapter, the amount of the credit shall be deducted from the fee to be paid.

(B) If the type of development for which a building permit is requested is not specified on the fee schedule adopted [pursuant to this Section,] <u>in Section 4.32.150,</u> the Impact Fee Administrator shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use that is listed on the fee schedule. The Administrator shall be guided in the selection of a comparable type of land use by trip generation rates contained in the most current edition of the report titled Trip Generation, prepared by the Institute of Transportation Engineers (ITE), or upon data

or reports appearing in the ITE Journal.

(C) In general, the impact fee imposed pursuant to this Chapter is assessed based on the primary land use. In many instances, a lot or parcel of land may include auxiliary uses associated with the primary land use. For example, in addition to the actual production of goods, manufacturing facilities usually also have office, warehouse, research, and other associated functions. If the applicant can document that a secondary land use accounts for over twenty-five percent of the gross floor area of the structure, and that the secondary use is not assumed in the trip generation or other impact data for the primary use, the impact fee may be assessed based on the disaggregated square footage of the primary and secondary land use.

(D) If the type of development for which a building permit is requested is for a change of land use type or for the expansion, redevelopment, or modification of an existing development, the fee shall be based on the net increase in the fee for the new land use type or development as compared to the previous land use type or development.

(E) In the event that the proposed change of land use type, redevelopment, or modification results in a net decrease in the fee for the new use or development as compared to the previous use or development, there shall be no refund of impact fees previously paid.

SECTION 6: Title 4, Chapter 32, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.080:** (A) There is created a Traffic Signal Impact Fee fund (the "fund") that is distinct from the general fund of the City. Impact fees received by the City must be deposited in the fund, which shall be an interest-bearing fund. The fund is further divided into three accounts, as follows:

(1) Traffic signal impact fees collected from development located south of Cheyenne Avenue and west of Rancho Drive, which shall be deposited in the Zone 1 account and which shall be expended only for traffic signal system improvements located in Zone 1.

(2) Traffic signal impact fees collected from development located north of Cheyenne Avenue, which shall be deposited in the Zone 2 account and which shall be expended only for traffic signal system improvements located in Zone 2.

(3) Traffic signal impact fees collected from development located south of

Cheyenne Avenue and east of Rancho Drive, which shall be deposited in the Zone 3 account and which shall be expended only for traffic signal system improvements located in Zone 3.

(B) The fund shall contain only those impact fees that have been collected pursuant to this Chapter, plus any interest which may accrue from time to time.

(C) Monies in the fund shall be considered to be spent in the order collected, on a first-in/first-out basis.

(D) Monies in the fund shall be used only for the following:

(1) To pay for traffic signal system improvements;

(2) To pay debt service on any portion of any current or future general obligation bond or revenue bond issued after the effective date of this Chapter and used to finance traffic signal system improvements;

(3) To pay refunds, as described in Section 4.32.090 of this Chapter; or

(4) To be used as credits against impact fees, as described in Section 4.32.100 of this Chapter.

(E) Monies in the fund shall not be used for the following:

(1) The acquisition of land or rights-of-way;

(2) The repair, operation or maintenance of existing or new traffic signals;

(3) Administrative or operating costs of the City;

(4) Debt service for any past general obligation bond or revenue bond issued prior to the effective date of this Chapter, or any portion of any current of future bond issued after the effective date of this Chapter and not used to finance traffic signal system improvements;

(5) The replacement of existing traffic signals to provide better service to existing development or to meet more stringent safety, environmental or regulatory standards.

(F) Traffic signal system improvements eligible for the expenditure of impact fees under this Chapter shall be limited to projects identified in the Impact Fee CIP as:

(1) Intersections for potential signalization; or

(2) Intersections where signals are under design or construction.

SECTION 7: Title 4, Chapter 32, Section 110, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**4.32.110:** (A) The City Council shall review and may revise the land use assumptions and Impact Fee CIP at least once every three years. The three-year period begins upon the date the City Council adopts the Impact Fee CIP.

(B) Upon the completion of any revision of the land use assumptions and Impact Fee CIP, the City [Council] shall conduct a public hearing and give public notice in accordance with NRS 278B.290.

(C) The City Council shall approve or disapprove the adoption of any revised land use assumptions and Impact Fee CIP within thirty days after the public hearing.

SECTION 8: Title 4, Chapter 32, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 150, reading as follows:

**4.32.150:** There is hereby adopted a Traffic Signal Impact Fee Schedule. The schedule, which was attached to and adopted by Ordinance No. _____, is incorporated by this reference and shall be maintained on file in the office of the City Clerk. The schedule may be revised or amended from time to time by resolution of the City Council.

SECTION 9: The Traffic Signal Impact Fee Schedule that is attached to this Ordinance is hereby adopted, is incorporated by reference into LVMC 4.32.150, and shall replace and supersede the Schedule of Traffic Signal Impact Fees and Related Traffic Signal System Component Costs adopted previously.

SECTION 10: With respect to traffic signal fee amounts that have been collected before the effective date of this Ordinance and have not been expended:

(A) Amounts already encumbered for particular traffic signal improvements may be expended toward such improvements.

(B) Where determined feasible by the Impact Fee Administrator, other remaining amounts shall be apportioned to the three zone funds based upon where the funds were collected or, alternatively, in proportion to the historical incidence of development within the three zones during the period traffic signal impact fees have been collected.

(C) To the extent that apportionment of remaining amounts in accordance with Subsection (B) is determined not to be feasible, such amounts may be spent throughout the City, as deemed appropriate by the Administrator.

SECTION 11: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-1-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

## TRAFFIC SIGNAL IMPACT FEE SCHEDULE

| LAND USE | UNIT | FEE (NET COST/UNIT) |
|---|---|---|
| Single-Family Detached | Dwelling | $195 |
| Multi-Family | Dwelling | $135 |
| Mobile Home Park | Pad | $102 |
| Adult Congregate Living Facility | Dwelling | $71 |
| Hotel/Motel | Room | $140 |
| **Retail/Commercial** | | |
| Shopping Center/General Retail (0-249,999 sq. ft.) | 1,000 sq. ft. | $271 |
| Shopping Center/General Retail (250,0000-499,999 sq. ft.) | 1,000 sq. ft. | $233 |
| Shopping Center/General Retail (500,000 + sq. ft.) | 1,000 sq. ft. | $207 |
| Automobile Care Center | 1,000 sq. ft. | $222 |
| Automobile Parts Sales | 1,000 sq. ft. | $172 |
| Bank with Drive-Through | 1,000 sq. ft. | $455 |
| Bank without Drive-Through | 1,000 sq. ft. | $214 |
| Car Wash, Self Service | Stall | $101 |
| Casino Hotel, Local* | 1,000 sq. ft. | $2,776 |
| Casino Hotel, Resort Corridor* | 1,000 sq. ft. | $2,283 |
| Convenience Store with Gasoline Sales | 1,000 sq. ft. | $769 |
| Drinking Place | 1,000 sq. ft. | $588 |
| Golf Course (open to public) | Acre | $70 |
| New Car Sales | 1,000 sq. ft. | $284 |
| Recreational Community Center | 1,000 sq. ft. | $268 |
| Restaurant, Fast Food | 1,000 sq. ft. | $846 |
| Restaurant, Sit-Down | 1,000 sq. ft. | $389 |
| **Office/Institutional** | | |
| Office, General (0-99,999 sq. ft.) | 1,000 sq. ft. | $252 |
| Office, General (100,000 + sq. ft.) | 1,000 sq. ft. | $183 |
| Office, Medical | 1,000 sq. ft. | $581 |
| Church | 1,000 sq. ft. | $133 |
| College | 1,000 sq. ft. | $424 |

| | | |
|---|---|---|
| Day Care Center | 1,000 sq. ft. | $263 |
| Hospital | 1,000 sq. ft. | $277 |
| Library | 1,000 sq. ft. | $388 |
| Nursing Home | 1,000 sq. ft. | $127 |
| School, Elementary/Secondary | 1,000 sq. ft. | $53 |
| **Industrial** | | |
| General Light Industrial | 1,000 sq. ft. | $112 |
| Warehouse | 1,000 sq. ft. | $57 |
| Mini-Warehouse | 1,000 sq. ft. | $31 |

* gaming area only

City of Las Vegas Agenda Item No.: **37.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-54 – Establishes the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts. (TXT-39217) Sponsored by: Councilman Steve Wolfson

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will establish the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts. The use will be permitted as of right in the C-2, C-M and M Districts, but will require a special use permit in the C-1 and C-PD Districts. The use is limited to enclosed facilities, and ancillary activities such as vehicle service or repair will not be allowed.

**RECOMMENDATION:**
ADOPTION at 1/19/2011 City Council Meeting pursuant to the 1/4/2011 Recommending Committee Meeting.

First Reading – 12/15/2010; First Publication – 1/7/2011

**BACKUP DOCUMENTATION:**
Bill No. 2010-54

**BILL NO. 2010-54**

**ORDINANCE NO. _____**

AN ORDINANCE TO ESTABLISH THE MEANS OF ALLOWING THE USE "AUTO SALES SHOWROOM" IN CERTAIN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Establishes the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Auto and Marine Related" element of Table 2 a new entry for the use "Auto Sales Showroom," to read as follows:

| **USE: Auto Sales Showroom** | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL** | | | | | | | | | | | | **COMMERCIAL** | | | | | | **INDUSTRIAL** | | |
| U | R-A | R-E | R-D | R-1 | R-CL | R-2 | R-3 | R-4 | R-5 | R-MH | R-MHP | P-R | N-S | O | C-D | C-1 | C-2 | C-PB | C-M | M |
| | | | | | | | | | | | | | | | | S | P | S | P | P |
| **Description:** A completely enclosed facility for the display, storage and sale (or leasing) of new or used automobiles and trucks, along with related accessories. This use does not include a motor vehicle sales use as defined in this Title and does not include any ancillary activity normally associated with such uses, including without limitation the service, repair and rental of vehicles. | | | | | | | | | | | | | | | | | | | | |
| **On-site Parking Requirement:** One space per 250 square feet of gross floor area. | | | | | | | | | | | | | | | | | | | | |

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Motor Vehicle Sales (New)," as found in the "Auto and Marine Related" element of Table 2, to read as follows:

A facility or area, other than an auto sales showroom, for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. [The term] This use includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by

amending the description of the use "Motor Vehicle Sales (Used)," as found in the "Auto and Marine Related" element of Table 2, to read as follows:

A facility or area, other than an auto sales showroom, used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters, but excluding mopeds. [The term] This use includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 4: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Motor Vehicle Sales (New)" to read as follows:

"Motor Vehicle Sales (New)" means a facility or area, other than an auto sales showroom, for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Motor Vehicle Sales (Used)" to read as follows:

"Motor Vehicle Sales (Used)" means a facility or area, other than an auto sales showroom, used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 6: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

"Auto Sales Showroom" means a completely enclosed facility for the display, storage and sale (or leasing) of new or used automobiles and trucks, along with related accessories. The term does not include a motor vehicle sales use as defined in this Title and does not include any ancillary activity normally associated with such uses, including without limitation the service, repair and rental of vehicles.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010

and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-1-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **38.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. The bill will enable the reorganization of City departments and functions as has been proposed by the City Manager.

**RECOMMENDATION:**
ABEYANCE to 1/18/2011 Recommending Committee meeting by the 1/4/2011 Recommending Committee.

**BACKUP DOCUMENTATION:**
1. Bill No. 2010-51
2. Business Impact Statement

**BILL NO. 2010-51**

**ORDINANCE NO. _____**

AN ORDINANCE TO UPDATE CERTAIN ADMINISTRATIVE PROVISIONS OF THE MUNICIPAL CODE RELATING TO MANAGEMENT FUNCTIONS AND THE NAMES OF CITY DEPARTMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 50, reading as follows:

**2.08.050:** The City Manager may appoint one or more persons to serve as chief officer of particular functions or groups of functions. The provisions of Sections 2.08.010 to 2.08.040, inclusive, shall apply to each such officer to the same extent as if the officer were a Deputy City Manager.

SECTION 2: Title 2, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**2.09.010:** The departments of the City shall consist of the following:

Building and Safety;

[City Attorney;]

Detention and Enforcement;

<u>Economic and Urban Development;</u>

[Field Operations;]

Finance; [and Business Services;]

Fire and Rescue;

Human Resources;

Information Technologies;

[Leisure Services;

Municipal Court;

Neighborhood Services;]

Operations and Maintenance;

Parks, Recreation and Neighborhood Services;

Planning and [Development;] Licensing; and

Public Works.

SECTION 3: Title 2, Chapter 9, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 15, reading as follows:

**2.09.015:** (A) Any reference in this Code to the Department of Field Operations, the Department of Finance and Business Services, the Department of Leisure Services, the Department of Neighborhood Services, the Planning and Development Department, or any of their predecessor departments, shall be deemed in each case to refer to the appropriate successor department, as follows:

(1) With respect to the Department of Field Operations, the successor department is the Department of Operations and Maintenance.

(2) With respect to the Department of Finance and Business Services (and its predecessor, the Department of Business Activity), the successor department is:

(a) The Department of Planning and Licensing, in the case of license-related functions under Title 6; and

(b) The Department of Finance, in all other cases.

(3) With respect to the Department of Leisure Services (and its predecessors, the Department of Parks and Leisure Activities and the Department of Parks, Recreation and Senior Citizen Activities), the successor department is the Department of Parks, Recreation and Neighborhood Services.

(4) With respect to the Department of Neighborhood Services, the successor department is:

(a) The Department of Economic and Urban Development, in the

case of housing-related functions; and

(b) The Department of Parks, Recreation and Neighborhood Services, in all other cases.

(5) With respect to the Planning and Development Department, the successor department is the Department of Planning and Licensing.

(B) The City Manager or a designee is authorized to determine which successor department has succeeded to a particular function in cases where the provisions of Subsection (A) do not address the question, or where the strict application of the provisions of Subsection (A) is incorrect or impracticable.

(C) Nothing in this Section limits the ability of the City Manager to reassign functions from one department to another, either temporarily or on a permanent basis.

SECTION 4: Title 2, Chapter 9, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**2.09.020:** [Each department of the City shall consist of such divisions and units as may be established from time to time by the City Manager.] From time to time the City Manager may establish divisions, offices or other units within the various departments of the City, as well as offices and other units that are independent of those departments.

SECTION 5: Title 2, Chapter 9, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**2.09.030:** Functions or offices that are created by the City Charter and that do not appear in the list of departments set forth in Section 2.09.010 may be treated as departments of the City for administrative and budgetary purposes, or otherwise for the sake of convenience.

SECTION 6: Title 2, Chapter 14, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**2.14.010:** The Director of Public Works shall exercise such powers and perform such duties as may from time to time be specified by the City Council or the City Manager. The Director of Public Works shall function as the Director of Public Services for purposes of the City Charter.

SECTION 7: Title 2, Chapter 14, Sections 30 and 40, of the Municipal Code of the

City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 8: Title 2, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**2.18.010:** Article III of the Charter of the City of Las Vegas requires the City Council to establish a Department of Financial Management, to be headed by a Director of Financial Management. For purposes of the Charter, [The] the City Council hereby:

(A) Establishes the Department of Finance [and Business Services] as the City's Department of Financial Management; and

(B) Designates the [City's Chief Financial Officer] Director of Finance as the Director of that Department.

SECTION 9: Notwithstanding the effective date of this Ordinance, the City Manager shall have the discretion to implement the various provisions of this Ordinance immediately or gradually, using a transitional approach and time frames that take into account practicality and convenience.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

. . .

. . .

. . .

. . .

. . .

SECTION 11: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11/17/10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

**BUSINESS IMPACT STATEMENT**
**BILL NO. 2010-51**
**(Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments)**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-51, that will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

**1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.**

Not applicable

**2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:**

**Adverse effects:**

None

**Beneficial effects:**

None

**Direct effects:**

None

**Indirect effects:**

None

**3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:**

Not applicable

**4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:**

No additional cost

**5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:**

Not applicable

**6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:**

Not applicable

**7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:**

Not applicable

Date: November 17,2010

City of Las Vegas Agenda Item No.: **39.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-1 – Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District." (TXT-39836) Sponsored by: Mayor Oscar B. Goodman

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will amend the Downtown Centennial Plan to 1) include updated information relating to the widening of the I-515/US-95 freeway east of the Spaghetti Bowl interchange, and 2) allow a number of additional uses within the district known as "18b The Las Vegas Arts District." The additional uses are consistent with and supportive of the purposes and goals of the Arts District.

**RECOMMENDATION:**
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

**BACKUP DOCUMENTATION:**
Bill No. 2011-1

**BILL NO. 2011-1**

**ORDINANCE NO. _____**

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO INCLUDE UPDATED HIGHWAY-RELATED INFORMATION AND TO ALLOW A NUMBER OF ADDITIONAL USES WITHIN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Subsection II(D) is amended to add the following language before the final paragraph of that Subsection, either as a new paragraph or as a continuation of the preceding paragraph:

> NDOT has announced plans to widen the I-515/US-95 freeway east of the Spaghetti Bowl interchange. This project will result in the loss of approximately 450' of occupied land to the north of the current alignment. Several projects crucial to the continued rejuvenation of the Downtown area are located directly south of the current alignment. These projects are listed in Map 7.

SECTION 3: Section VII(D)(2)(1) is amended by adding, at the appropriate location, the following use to the list of uses permitted under the category of "Residential and Lodging Services":

- Bed and Breakfast Inn

SECTION 4: Section VII(D)(2)(5) is amended by adding, at the appropriate locations, the following uses to the list of uses permitted under the category of "Retail and Personal Services":

- Auction House (Special Use Permit)
- Bakery

- Beer/Wine/Cooler Off-Sale Establishment (Special Use Permit)
- Convenience Store
- Custom and Craft Work
- Grocery Store
- Internet Café

SECTION 5: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-15-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **40.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-2 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. The bill is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations. (An earlier version of this bill, Bill No. 2010-31, was introduced and considered by the Council last year. Amendments were proposed and discussed, but an acceptable version was not able to be presented before the adoption deadline passed.)

**RECOMMENDATION:**
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

**BACKUP DOCUMENTATION:**
1. Bill No. 2011-2
2. Business Impact Statement

**BILL NO. 2011-2**

**ORDINANCE NO. _____**

AN ORDINANCE TO UPDATE THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
Councilman Gary Reese

Summary: Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

WHEREAS, pursuant to litigation, a federal court has determined that the City's Pedestrian Mall is to be treated as a traditional public forum for purposes of First Amendment freedom of expression; and

WHEREAS, in response to that litigation, the City Council desires to amend various provisions of the Las Vegas Municipal Code (LVMC) that pertain to the Pedestrian Mall and its operation by the Fremont Street Experience Limited Liability Company (FSELLC); and

WHEREAS, federal court decisions concerning the Pedestrian Mall have recognized that the City and FSELLC have a significant interest in:

–Assuring safe, efficient, and orderly movement of pedestrians;

–Protecting the local merchant economy from unfair competition;

–Protecting visitors from solicitors in an environment where freedom of movement is restricted;

–Preventing the disruption of Pedestrian Mall entertainment and in disrupting visitors' enjoyment of the Pedestrian Mall experience;

–Protecting the aesthetic appearance of the Pedestrian Mall by eliminating visual blight caused by unsightly vendors;

and

WHEREAS, taking into account federal court rulings and associated findings, the City Council desires by means of this Ordinance to amend LVMC provisions pertaining to the Pedestrian Mall to address certain types of activity within the Pedestrian Mall, including commercial and expressive activity; and

WHEREAS, the principal issues to be addressed by this Ordinance include the

regulation of commercial activity and the establishment of "time, place and manner" restrictions on expressive activity within the Pedestrian Mall.

NOW THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 44, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**10.44.010:** For purposes of this Chapter:

(A) "Solicitation" means the act of solicitation, including asking, begging, soliciting or pleading, for the purpose of [immediately] obtaining money, charity, business or patronage, or gifts of items of value for oneself or another person or organization.

(B) "Coercion" means to wilfully and knowingly:

(1) [Approach or speak to a person in such a manner as would cause a reasonable person to believe] Act in a manner that would give a reasonable person the belief that the person is being threatened with:

(a) Imminent bodily injury, or

(b) The commission of a [criminal act upon the person or another person, or upon property in the person's immediate possession;] crime;

(2) Persist in a solicitation after the person solicited has [given a negative response;] refused a solicitation and indicated a desire to be left alone; or

(3) [Block, either individually or as part of a group of persons, the passage of a solicited person; or

(4)] Engage [in conduct] a solicited person in a manner that would reasonably be construed as intended to compel or force [a solicited] the person to accede to demands.

SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.020:** As used in this Chapter:

[(A)] "Celestial vault lightshow" is the display of computer-generated electronic images on the ceiling of the celestial vault constructed above Fremont Street and the various light and sound

effect accompanying such images.

"Commercial photography, filming or videotaping" means photography, filming or videotaping for commercial purposes and does not include photography, filming or videotaping engaged in for personal use or for news reporting purposes.

[(B)] "Display vehicles" are those vehicles brought into the Pedestrian Mall for purposes of display to the public, and not for the primary purpose of transporting persons or property.

[(C)] "Emergency vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(D)] "Exterior building improvements" means the building facades, marquees, overhangs, recessed entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building illumination and audible effects or devices.

"Leafleting" means the act of distributing to any passersby in a continuous or repetitive manner any printed, written or graphic materials, whether commercial or noncommercial in content.

[(E)] "Motorized vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(F)] "Maintenance vehicles" are those vehicles owned or operated by the City of Las Vegas, as well as vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

"Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.

"Message-bearing merchandise" means products bearing a message that is:

(A) A permanent part of the product to which it is affixed and is readable or recognizable from a reasonable distance;

(B) Inextricably intertwined with the purpose and activities of the distributor

of the product or the person or entity whom the distributor represents; and

(C) A conspicuous political, religious, philosophical or ideological message having intellectual content that is informative of the purpose of the distributor or the person or entity whom the distributor represents.

[(G)] "Management agreement" means that agreement executed between The Fremont Street Experience Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation, management or maintenance of the Pedestrian Mall.

[(H)] "Parade" is a group of persons with or without animals or vehicles in a public procession or march and does not include a procession or march in connection with a special event or mall entertainment.

[(I)] "Pedestrian Mall Act" refers to NRS 268.810 through 268.823.

[(J)] "Special events" include festivals, sporting events, exhibitions, entertainment and similar activities which are not offered on a continuous basis, whether or not members of the public pay an admission or entrance fee to be spectators or participants.

[(K)] "Special permit vehicles" are those vehicles authorized by The Fremont Street Limited Experience Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

"Street performer" or "busker" means a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event provided by or on behalf of The Fremont Street Limited Liability Company. The term "street performer" includes a "busker".

[(L) "Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

(M) "Mall entertainment" is the conduct on the part of any person intended to provide

entertainment, recreation, relaxation and enjoyment to the users of the Pedestrian Mall.

(N) "Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.]

SECTION 3: Title 11, Chapter 68, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.050:** Notwithstanding the prohibition contained in Section 11.68.030, vehicular traffic traveling along Casino Center Boulevard and Fourth Street shall be permitted to cross the Pedestrian Mall as those [street] streets intersect with Fremont Street except during the celestial vault lightshow, in which case such street may be closed to through traffic and as otherwise approved in accordance with Section [11.68.130.] 11.68.120.

SECTION 4: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.100:** [The following are prohibited within the Pedestrian Mall:

(A) Animals unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(B) Mall vending, mall advertising, mall entertainment special events or other commercial activities unless conducted or authorized by The Fremont Street Experience Limited Liability Company;

(C) Parades;

(D) Unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates and shopping carts except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(E) Sleeping or camping;

(F) Littering;

(G) Sexually oriented businesses as described in Section 19.04.040 of the Las Vegas Municipal Code;

(H) The placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall for purposes of solicitation, except as necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall, or as authorized by The Fremont Street Experience Limited Liability Company for special events, mall advertising, mall entertainment or mall vending or other commercial and entertainment activities;

(I) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(J) Feeding birds; and

(K) Solicitation, as defined in LVMC 10.44.010.]

(A) The following are prohibited within the Pedestrian Mall:

(1) Parades;

(2) Sleeping or camping;

(3) Littering;

(4) Sexually oriented businesses as described in Section 19.04.040;

(5) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(6) Feeding birds; and

(7) Solicitation by coercion, as defined in Section 10.44.010.

(B) The following are prohibited within the Pedestrian Mall, except under the conditions stated:

(1) Animals, unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(2) Mall vending, special events or other commercial activities, unless such activities are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(3) The use of unicycles, bicycles and other types of cycles, skateboards,

roller skates, in-line skates, hula hoops larger than four feet in diameter, and shopping carts, except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(4) The placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, except:

(i) As conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(ii) As specifically permitted under Sections 11.68.105 and 11.68.107;

(5) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where conducted by or on behalf of The Fremont Street Experience Limited Liability Company or as permitted under Section 11.68.107;

(6) The launching or throwing of projectiles or other objects into or through the air, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company or are permitted pursuant to Section 11.68.107;

(7) Entertainment and related services for which a fee is charged, either before or after the entertainment and related services are performed, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(8) The distribution of food, beverage or tobacco items, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(9) Commercial photography, filming or videotaping, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company.

SECTION 5: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto three new sections, designated respectively as Sections 103, 105 and 107, reading as follows:

**11.68.103:** (A) Solicitation, as defined in LVMC 10.44.010(A), is prohibited within the Pedestrian Mall at the following locations:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of Subsection (B) of this Section;

(3) Within twenty feet of any fire lane or crosswalk; and

(4) At any location that will interfere with pedestrian traffic in violation of LVMC 10.47.020.

(B) The distance limitation set forth in Paragraph (2) of Subsection (A) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

**11.68.105:** (A) Expressive activity, including demonstrations, speeches, interviewing for political purposes, leafleting and distribution of commercial or noncommercial literature, and the sale or distribution of message-bearing merchandise is allowed within the Pedestrian Mall without the requirement of a permit, but is subject to the conditions and limitations set forth in this Section.

(B) No structure or display may be erected or placed within the Pedestrian Mall in connection with expressive activity described in this Section, except that a person or organization engaging in such activity may place and use, in furtherance of that activity, one table, not to exceed three feet by three feet in size, at a location that complies with the provisions of Subsections (C) and (D) of this Section.

(C) Tables authorized under Subsection (B) of this Section may not be located as follows:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of Subsection (G) of this Section;

(3) Within twenty feet of any fire lane or crosswalk; or

(4) At any location that will significantly interfere with pedestrian traffic.

(D) By reason of the limitations set forth in Subsection (C) of this Section, table

space is limited and is available on a first-come-first-serve basis. Locations available for tables may be depicted on a map adopted as part of this Ordinance or adopted subsequently by formal action of the City Council, but no such map may be more restrictive as to table locations than the provisions of Subsection (C) of this Section.

(E) Coolers, storage boxes and similar items that are not in furtherance of expressive activity may not be stored on the ground in connection with expressive activity described in Subsection (A) of this Section; provided, however, that this prohibition does not apply to incidental personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

(F) In the case of a demonstration, The Fremont Street Limited Liability Company may direct that the demonstration be moved to one or more locations within the Pedestrian Mall so as not to interfere with pedestrian traffic, fire lanes, crosswalk traffic, retail kiosks, special events, concerts or other previously scheduled mall activities, but only upon a determination that the demonstration cannot possibly be conducted in a manner that does not so interfere. Any such redirection shall be to a location that is closest to, most approximates, and reaches the same audience as, the original location.

(G) The distance limitation set forth in Paragraph (2) of Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(H) Nothing in this Section authorizes conduct prohibited by other provisions of this Chapter or other ordinances and laws of general applicability, including without limitation prohibitions relating to solicitation by coercion and the obstruction of rights-of-way.

**11.68.107:** (A) Street performers may perform within the Pedestrian Mall, but only in accordance with the provisions of this Section.

(B) It is unlawful for a street performer to charge a fee for a performance within the Pedestrian Mall. For purposes of this Chapter, the charging of a fee for entertainment or for a performance includes the act of requiring a person to pay for the entertainment or performance, whether in advance or after the fact, but does not include the act of soliciting or requesting tips or donations, the act of making available a receptacle for tips or donations, or the act of receiving tips

or donations.

(C) A street performer who does not charge a fee for a performance as described in Subsection (B) may perform within the Pedestrian Mall, but only in accordance with the following conditions and limitations:

(1) Such street performers shall not have the right to "reserved" spaces and may not interfere in any way with performances provided by or on behalf of The Fremont Street Limited Liability Company.

(2) Such street performers may not perform:

(i) Within twenty feet of any building entrance or ATM;

(ii) Within ten feet of any retail kiosk or cart, but subject to the provisions of Paragraph (5) of this Subsection (C);

(iii) Within twenty feet of any fire lane or crosswalk;

(iv) Within any area of the Pedestrian Mall that is closed to the public (such as on a closed stage provided by The Fremont Street Limited Liability Company); or

(v) At any location that will significantly interfere with pedestrian traffic.

(3) Such street performers may not place objects on the ground unless the objects are placed within a two foot radius of the performer; do not interfere with pedestrian traffic or cause a potential risk to passersby; and are integral to the performance (e.g., a hat or container to accept donations). However, the prohibition contained in the preceding sentence does not apply to incidental personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

(4) Such street performers may use items or engage in actions otherwise prohibited by LVMC 11.68.100(B)(6), but only if such items or activities are integral to the performance and do not interfere with pedestrian traffic or cause a potential risk to passersby.

(5) Such street performers may use amplified sound in connection with their performance, but such amplified sound:

(i) Must be an integral part of the performance;

(ii) May not exceed a sound level of seventy decibels at a distance of fifty feet or more from the source of the amplified sound;

(iii) Is not permitted during any actual performance or operation of the celestial vault lightshow, or during any special event when the Pedestrian Mall is closed to the general public except upon payment of an admission charge; and

(iv) Is not permitted during any concert that is provided by or on behalf of The Fremont Street Limited Liability Company unless each source of the amplified sound is at least two hundred feet from the stage on which the concert takes place.

(6) The distance limitation set forth in Subparagraph (ii) of Paragraph (2) of this Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(D) Nothing in this Section authorizes conduct prohibited by other provisions of this Chapter or other ordinances and laws of general applicability, including without limitation prohibitions relating to solicitation by coercion and the obstruction of rights-of-way.

SECTION 6: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**11.68.130:** Any person violating the provisions of Sections 11.68.030, 11.68.080, and 11.68.100 to 11.68.107, inclusive, shall be guilty of a misdemeanor.

SECTION 7: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 140, reading as follows:

**11.68.140:** By virtue of its standing and authority under LVMC 11.68.060 and 11.68.070, The Fremont Street Limited Liability Company may commence a civil action to enjoin any violation of the provisions contained in LVMC 11.68.100 to 11.68.107, inclusive. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

**BUSINESS IMPACT STATEMENT**
**BILL NO. 2011-2**
**(Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall)**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-2, that would update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

**1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.**

Not applicable

**2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:**

**Adverse effects:**

None identified

**Beneficial effects:**

The addition of more certainty and structure and enforceability in the ordinance provisions

**Direct effects:**

None identified

**Indirect effects:**

None identified

**3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:**

Not applicable. The ordinance is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

**4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:**

No additional cost

**5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:**

Not applicable

**6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:**

Not applicable

**7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:**

Not applicable

Date: December 21, 2010

City of Las Vegas Agenda Item No.: **41.**

# *AGENDA SUMMARY PAGE*

## CITY COUNCIL MEETING OF: JANUARY 19, 2011

**DEPARTMENT: CITY ATTORNEY**
**DIRECTOR: BRADFORD R. JERBIC** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
NEW BILL:

Bill No. 2011-3 – Grants to tw telecom of nevada llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the franchise agreement incorporated by reference into this Ordinance. Proposed by: Bradford R. Jerbic, City Attorney

**Fiscal Impact**

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
**Amount:**
**Funding Source:**
**Dept./Division:**

**PURPOSE/BACKGROUND:**
This bill will grant to tw telecom of nevada llc (tw telecom) a non-exclusive franchise for ten years, with an option to renew for five years, for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference. The franchise will replace a 1996 franchise agreement entered into by the City and one of tw telecom's predecessors-in-interest.

**RECOMMENDATION:**
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

**BACKUP DOCUMENTATION:**
1. Bill No. 2011-3
2. Franchise Agreement

**BILL NO. 2011-3**

**ORDINANCE NO. _____**

AN ORDINANCE GRANTING TO TW TELECOM OF NEVADA LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE AND AUTHORIZED TO DO BUSINESS IN NEVADA, A NON-EXCLUSIVE FRANCHISE FOR A TELECOMMUNICATIONS SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF LAS VEGAS, SUBJECT TO AND IN ACCORDANCE WITH THAT CERTAIN FRANCHISE AGREEMENT ENTERED INTO BETWEEN THE CITY OF LAS VEGAS AND TW TELECOM; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Grants to tw telecom llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The City of Las Vegas, Nevada, hereby grants to tw telecom of nevada llc the non-exclusive right, privilege, authority and permission to install, operate and maintain a telecommunications service system in, upon, along, across, above, over and under all present and future public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys within the incorporated boundaries of the City of Las Vegas, subject to and in accordance with the terms and conditions of that certain document entitled Franchise Agreement between the City of Las Vegas and telecom of nevada llc, a copy of which Franchise Agreement is on file with the Clerk of the City of Las Vegas and by this reference incorporated herein. For the purposes of this Section the term "telecommunications service" has the same meaning as that term is defined in the United States Code 47 U.S.C. 153 (46).

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,

subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

# FRANCHISE AGREEMENT

**between**

**The City of Las Vegas**

**and**

**tw telecom of nevada llc**

**Effective February 1, 2011**

# TABLE OF CONTENTS


| Section | Title | Page |
|---|---|---|
| Section 1 | Definitions | 2 |
| Section 2 | Prior Agreement Superseded; Grant of New Non-Exclusive Franchise | 4 |
| Section 3 | Duration | 5 |
| Section 4 | Compliance with Applicable Laws | 5 |
| Section 5 | Business Licenses, Fees and Taxes | 6 |
| Section 6 | Franchise Fees | 6 |
| Section 7 | Review and Audit of Company's Records | 7 |
| Section 8 | ADA Requirements | 8 |
| Section 9 | Construction Permits; Emergency Repairs | 8 |
| Section 10 | Requirements before Working in Rights-of-Ways | 9 |
| Section 11 | Installations, Excavations and Restorations | 10 |
| Section 12 | Location and Relocation of Facilities | 12 |
| Section 13 | No Vested Location Rights; Vacated Rights-of-Ways | 14 |
| Section 14 | Temporary and Emergency Movement of Facilities | 14 |
| Section 15 | Maps of Facilities | 15 |
| Section 16 | Notification to Residents of Construction Projects | 15 |
| Section 17 | Security for Performance | 16 |
| Section 18 | Insurance Requirements | 17 |
| Section 19 | Indemnification | 18 |
| Section 20 | Transfer of Franchise | 20 |
| Section 21 | Default; Remedies Not Exclusive | 20 |
| Section 22 | Liquidated Damages | 24 |
| Section 23 | Drawing on Security upon Revocation | 25 |
| Section 24 | Additional City Rights | 25 |
| Section 25 | Severability | 25 |
| Section 26 | Notices | 26 |
| Section 27 | Public Purpose | 26 |
| Section 28 | Applicable Law | 27 |
| Section 29 | Public Utilities Commission and Charter Requirements | 27 |
| Section 30 | Disclosure of Ownership and Principals | 27 |

# FRANCHISE AGREEMENT

This Franchise Agreement ("this Agreement") is executed to be effective the 1st day of February, 2011, between the City of Las Vegas, a municipal corporation of the State of Nevada, ("the City") and tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

WHEREAS, the City is a municipal corporation duly incorporated within the State of Nevada and authorized, pursuant to the City Charter and applicable provisions of general laws of the State of Nevada, to enter into this Agreement; and

WHEREAS, Company has applied for a franchise for the purpose of constructing, installing, operating and maintaining Telecommunications Service Facilities in the Rights-of-Way within the corporate limits of the City; and

WHEREAS, the City Council has adopted a resolution setting forth the name of the applicant for and the purpose, character, terms, time and conditions of the proposed franchise and the date, time and place of a public hearing on the question of the advisability of granting said proposed franchise to Company; and

WHEREAS, said application coming on regularly for hearing on the ___ day of _____, 2011, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the filing of the date, time and place for consideration of the same, has been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation within the City, to-wit:

In the issue of said newspaper published on the ____ day of _____, 201__, and the ____ day of _____, 201__; and

WHEREAS, the City Council, in the exercise of its lawful power has determined that it is in the best interests of the inhabitants of the City that a franchise be granted, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, covenants and conditions herein contained, the parties hereby agree as follows:

**SECTION 1: DEFINITIONS**

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Section unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural sense include the singular sense, and words in the singular sense include the plural sense. The word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

A. "City" means the City of Las Vegas, a municipal corporation of the State of Nevada.

B. "City Council" or "Council" means the legislative body of the City.

C. "City Manager" means the City Manager appointed by the City Council, or his or her designee.

D. "Code" means the official code of all of the City's ordinances of a general and permanent character, as may be adopted and amended by the City Council.

E. "Company" means tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware.

F. "CPCN" means a Certificate of Public Convenience and Necessity issued by the Nevada Public Utilities Commission authorizing the holder thereof to provide Telecommunications Service within the City.

G. "Facility" or "Facilities" means all antennae, poles, wires, cables, conduits, amplifiers, instruments, appliances, fixtures and other personal property used by any authorized user of the Rights-of-Way for the provision of authorized services within the City.

H. "Franchise" means the non-exclusive authorization granted herein to rent and use Rights-of-Way to construct, operate and maintain Company Facilities for the purpose of providing Telecommunications Service.

I. "Gross Revenue" means any and all intrastate retail revenue of Company from Telecommunications Service provided to customers within the City, including but not limited to:

1. All revenue charged on a flat rate basis;

2. All revenue from intrastate long distance calls originating in the State of Nevada and billed to an address physically located in the City;

3. All revenue from installation service charges;

4. All revenue from connection, disconnection or change-of-service fees;

5. All revenue from penalties or charges to customers for late payments or for checks returned from banks;

6. Recoveries of bad debts previously written off and revenue from the sale or assignment of bad debts, provided that revenue may be adjusted for net write-off of uncollectible accounts computed on the average annual rate for customers within the City;

7. All revenue that is designated by City, State or Federal law to be subject to fees under this Franchise.

"Gross Revenue" shall not include: (a) any tax passed through to consumers on behalf of governmental agencies received by Company for service provided to customers through the use of Facilities; (b) any charges passed through to the customers for interconnection with the local exchange provider; (c) any proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks; (d) any long-haul wholesale revenue; and (e) any revenue other than intrastate revenue collected from retail customers. Company is not required to measure each category of revenue separately; provided that in the event of an audit by the City,

Company will be required to provide an appropriate justification for amounts reported as Gross Revenue under this Agreement.

J. "Public Works Director" or "Director" means the Director of the City's Public Works Department, or his or her designee.

K. "Reasonable Attorney's Fees" means reasonable charges for legal representation as may be incurred by the City and determined by a court of proper jurisdiction.

L. "Rights-of-Way" means all present and future streets, avenues, highways, alleys, bridges and public ways (excluding railroad rights-of-way) of the City within the City limits.

M. "Telecommunications" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(43), as it may be amended from time to time.

N. "Telecommunications Service" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(46), as it may be amended from time to time.

**SECTION 2: PRIOR AGREEMENT SUPERSEDED; GRANT OF NEW NON-EXCLUSIVE FRANCHISE**

A. The parties acknowledge that Company is presently operating as a Telecommunications Service provider and is presently using the Rights-of-Way for its Telecommunications Facilities pursuant to that certain Franchise Agreement between the City and American Communications Services of Las Vegas, Inc., Company's predecessor-in-interest, dated February 7, 1996 (the "Existing Franchise"). This Agreement is intended to and shall supersede the Existing Franchise from and after the effective date of this Agreement.

B. The City hereby grants to Company, subject to the terms, conditions and limitations contained in this Agreement, a Franchise with permission to rent, use and occupy Rights-of-Way within the corporate limits of the City, as the same now exist or may be extended in the future, to provide Telecommunications Service, including the right and privilege to erect,

construct, maintain and operate Telecommunications Facilities within the Rights-of-Way necessary or convenient for the transmission and distribution of Telecommunications Service, including private property easements on which preliminary subdivision plats have been approved by the City for the provision of public utilities within the corporate limits of the City, as the same now exist or may be extended in the future.

C. Company shall be subject to all requirements of City ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation.

D. This Franchise does not grant Company the right to provide any "video service" (as such term is defined in NRS 711.141) without a valid State-issued franchise for such service.

E. This Franchise is non-exclusive and shall not be construed as a limitation on the City's right to grant rights, privileges and authority to other persons or entities similar to or different from those herein set forth to use the Rights-of-Way or to operate a public utility.

**SECTION 3: DURATION**

This Franchise is for a period of ten years from and after the effective date of this Agreement. If Company is in compliance with all material provisions of this Agreement, Company has the option of renewing this Franchise under the same terms and conditions of this Agreement for one additional period of five years by giving the City written notice of such renewal during the last 90 days prior to the expiration of the original 10-year term.

**SECTION 4: COMPLIANCE WITH APPLICABLE LAWS**

Company shall at all times comply with all applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Service, including all applicable Federal Communications Commission and Nevada Public Utilities Commission rules, regulations and orders.

**SECTION 5: BUSINESS LICENSES, FEES AND TAXES**

A. At all times during which Company is authorized to provide Telecommunications Service within the City pursuant to a CPCN, Company shall maintain a valid unexpired business license specific to its Telecommunications Service business pursuant to Chapter 6.67 of the Code.

B. In addition to the business license required by Subsection (A), Company shall maintain all other business licenses specific to any of Company's business activities other than those of providing Telecommunications Service, as such other business activities are specified in the Code. Company shall pay all license fees due from such other business activities separately from the payment of fees due for its Telecommunications Service business.

C. In addition to payment of the fees specified in Subsections (A) and (B), Company shall pay all lawful property taxes, ad valorem taxes and local improvement district assessments and all exactions, fees and charges that are generally applicable during Company's real property development or use as required by the Code.

D. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later establishing that a larger amount was actually due or from collecting such balance.

**SECTION 6: FRANCHISE FEES**

A. In the event that the business license fees required by Section 5(A) above are declared illegal, unconstitutional or void for any reason by any court or proper authority, Company shall be contractually bound to pay the City as a franchise fee for its use of the Rights-of-Way, as provided for herein, an aggregate amount equal to the amounts which otherwise would have been paid as Telecommunications Service business licensee fees.

B. The fees required to be paid pursuant to Subsection (A) shall be paid quarterly by the fifteenth day of the second month following the end of each calendar quarter for which payment or portion thereof is due. Company shall furnish to the City with each payment of compensation required by this Section a written statement, showing the amount of Gross Revenue of Company subject to a fee under this Agreement for the period covered by the payment.

C. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

**SECTION 7: REVIEW AND AUDIT OF COMPANY'S RECORDS**

A. The City shall have the right to annually review or audit Company's books and records regarding any amounts which may be owed under this Agreement. This right includes the right to review and audit all books and records of revenue which may be reasonably considered by the City to be subject to a business license or franchise fee. The City shall give written notice to Company of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within thirty days following the City's notification that such amount is due and payable. If the City's review shows Company has overpaid, said overpayment shall be reimbursed to Company by the City within thirty days of such determination.

B. Company shall keep complete and accurate books and records of its business and operations pursuant to this Agreement in accordance with the rules and regulations of the State of Nevada.

C. Company shall provide the City with access to and/or copies of all records, books,

contracts, accounts and documents of Company (or any affiliate thereof), whether in an electronic, print or other format (hereafter referred to collectively as "Records") for Company's operations in the City, to the extent reasonably necessary for the City to perform an audit. All Records shall be retained by Company for a period of five years. Company shall make Records available to the City for inspection and/or copying at a location in the City, upon thirty days notice from the City.

D. Upon request by the City, Company shall provide to the City copies of all papers filed by Company with any federal or state regulatory agency that pertain to Company's Facilities located in the City.

**SECTION 8: ADA REQUIREMENTS**

Company shall install all of its Facilities in the Rights-of-Way in a manner consistent with the Americans with Disabilities Act ("ADA"), including any reconstruction or modification of existing Facilities. Following notice by the City of an ADA violation or construction problem caused directly or indirectly by Company, Company shall, within thirty days or such other time as the Public Works Director reasonably determines to be appropriate, remedy the ADA violation or problem.

**SECTION 9: CONSTRUCTION PERMITS; EMERGENCY REPAIRS**

A. The City may require Company to obtain a construction, encroachment or occupancy permit for any work in the Rights-of-Way, may inspect any construction, installation, maintenance or repair work performed in the Rights-of-Way, and may charge a fee to issue such permit or to perform such inspection. The City shall act upon any request by Company for a permit no later than ten business days after the date on which the request is made.

B. If there is an emergency requiring immediate response work or repair in, on, under or over any Rights-of-Way, Company may begin such work or repair without first

obtaining a permit; provided that Company shall notify the Public Works Director as promptly as is reasonably possible after learning of the need for the emergency work, shall subsequently obtain any permit that otherwise would have been required for non-emergency work, shall pay all applicable fees for such permit, and shall restrict any work performed in the Rights-of-Way prior to obtaining a permit to emergency work and repairs.

C. The amount of any permit fee under this Section or Section 10 shall not exceed the actual costs incurred by the City in administering the process of issuing such permits and performing such inspections.

**SECTION 10: REQUIREMENTS BEFORE WORKING IN RIGHTS-OF-WAY**

Before Company may conduct underground work involving excavation, new construction or relocation work in any Rights-of-Way that will block one or more lanes of motor vehicle traffic, Company shall:

A. Notify the City and comply with any special conditions relating to location, scheduling, coordination and public safety;

B. Apply for and obtain a permit from the Public Works Director;

C. Submit and obtain approval of a traffic barricade plan;

D. File maps and drawings showing the location of any construction or extension of its Facilities in the Rights-of-Way; for conduit, the maps and drawings shall show the size, location, burial depth and configuration of the conduit, the trench backfill material and width, and the method of pavement restoration;

E. Participate in the "Call Before You Dig" program set forth in NRS Chapter 455, as amended, with regard to giving and receiving notice of the location of Facilities and excavations;

F. Pay all permit fees; and

G. Provide security and proof of insurance as required in Sections 17 and 18 below.

**SECTION 11: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS**

A. In using the Rights-of-Way for its Facilities, Company shall comply with the following requirements:

1. All construction work in the Rights-of-Way performed by or on behalf of Company shall be performed in a safe manner subject to the approval of the Public Works Director and in accordance with all applicable laws, rules, regulations and permitting requirements related to public safety or the use of the Rights-of-Way, including but not limited to all standards specified in Title 13 of the Code. When the public improvement designs prepared by Company are more detailed than, or not covered by, the improvement standards in Title 13 of the Code, plans and specifications for construction, reconstruction, installations and repairs of public improvements shall be sealed by a Nevada registered professional engineer.

2. Company shall not place any Facilities on, over or within the median portion of any boulevard or parkway without first having obtained the written permission of the Public Works Director.

3. Company shall not place any of its above-ground Facilities in any sidewalk area in the Rights-of-Way without the prior written consent of the Public Works Director.

4. Company shall not attach any of its Facilities to any City-owned Facilities unless Company has entered into a written agreement with the City for the rights of attachment and use.

5. The City may require through any permitting process that any installations, excavations and restorations affecting street or lane closures shall, as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m. No such work shall be performed

from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. except for emergency repairs performed in accordance with Section 9 above.

6. The City may assist in the coordination and scheduling of any Company projects where such project may be reasonably coordinated with the placement of other Rights-of-Way users' Facilities; provided that, subject to City permitting processes and approvals, Company may otherwise control the scheduling of its projects consistent with this Agreement.

7. Whenever it is commercially reasonable to do so, Company shall use "trenchless" technology in the placement of its Facilities. Except in an emergency as specified in Section 9 above, Company shall, not less than seven working days prior to the commencement of any work by Company which involves excavation in any Rights-of-Way, notify the Public Works Director and any appropriate utility coordinating committee for purposes of utility location. Minimum notice to the City shall be by telephone communication or in person prior to any work, followed by notice in writing as soon as practical. Company shall provide advance notice so as not to disrupt services of the City or any other person or utility using any Rights-of-Way and to allow the City to place any inspector it may deem necessary at the site of the project.

B. Company shall at all times take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

C. After an excavation is made and after any excavation work is completed, Company shall, as soon as practicable, but not later than seventy-two hours, remove all surplus material; except that if the surplus material is blocking a public street or sidewalk, Company shall remove such material no later than twenty-four hours after the excavation is made.

D. Company shall reconstruct, replace or restore any landscaping, street or alley, or any water, sewer, sanitary sewer, storm drainage, traffic signal or street light Facility, or any other Facility of the City disturbed by Company, within thirty days of written notice by the City,

to a condition acceptable to the Public Works Director, consistent with specifications, requirements and regulations of the City in effect at the time of such restoration. Any such improvements so disturbed by Company shall be reconstructed, replaced or restored only under the supervision of City personnel. All costs incurred in surplus material removal and restoration, whether done with the City's work forces and equipment or otherwise, shall be paid by Company, including the cost of any inspectors the City may assign to the project.

**SECTION 12: LOCATION AND RELOCATION OF FACILITIES**

A. All Facilities of Company shall be placed so that they do not interfere with the use of Rights-of-Way by the City and shall only be placed after approval of the location by the Public Works Director and in accordance with any specifications adopted by the City governing the location of Facilities.

B. Whenever the City excavates or performs any work in the Rights-of-Way and such excavation or work may disturb but not require the removal or relocation of Company's Facilities, the City shall notify Company sufficiently in advance of the excavation or work to enable Company to take such measures as it may deem necessary to protect its Facilities from damage and inconvenience, or from injury or damage to the public or the Rights-of-Way. If Company cannot take such measures, Company shall be required to relocate its Facilities in accordance with this Section, in which case Company shall, upon request, furnish field markings to the City showing the location of all of its Facilities in the area involved in such proposed excavation or work.

C. The City reserves all rights to:

1. Construct, install, maintain and operate any public improvement, work or Facility, to do any work that the City may find desirable on, over or under any Rights-of-Way, and to construct, install, maintain and operate any public improvement, work or Facility;

2. Vacate, alter or close any Rights-of-Way, all such work to be done in such manner as not to obstruct, injure or prevent free use and operation of Company's Facilities; and

3. Require the removal or relocation of Company's Facilities in the Rights-of-Way as may reasonably be required after notice to Company, including but not limited to City projects for the installation of landscaping, or of water, sanitary sewer, storm drainage, traffic signal or street light Facilities, or of any road construction or reconstruction.

D. Company shall remove and relocate such Facilities within sixty days following written notice to do so from the City. Prior to any such relocation, the City agrees to provide for a temporary suitable location for such relocated Facilities sufficient to maintain service.

E. Subject to Subsection (F), all costs directly attributable to removal or relocation of Company Facilities shall be paid by Company.

F. The City may require Company to relocate its Facilities to accommodate another Rights-of-Way user, if Company's and the other user's Facilities can both be located in the Rights-of-Way without interfering with Company's operations, subject to the following conditions:

1. The other user shall pay Company the costs of any relocation occasioned by such user.

2. Company shall remove and relocate its Facilities upon receipt of payment of Company's estimated costs from the other user.

3. If Company's estimated costs do not cover all of Company's final costs of the removal or relocation, Company shall bill the other user for the balance of the costs following completion of the work benefiting the other user, and the other user shall pay Company any balance due within thirty days of the billing statement.

4. If Company's estimated costs exceed Company's final costs of the

removal or relocation, Company shall refund any overpayment to the other user within thirty days after completion of the work benefiting the other user.

G. When the City proposes to improve a Rights-of-Way, including but not limited to work related to streets, sidewalks, landscaping, traffic signalization, water lines, storm drainage or sanitary sewers, and such improvements include excavation and the placement of underground utilities vaults and conduit sufficient for Company's Facilities by and at the expense of someone other than Company, then upon notification by the City and upon such reasonable scheduling as may be required by the City, Company shall replace its overhead Facilities as are then within the affected Rights-of-Way with underground Facilities within such area. Company shall pay all costs of such underground placement. The conversion from overhead to underground shall be conditioned upon the City requiring the undergrounding in the area in which both the existing and new Facilities are and will be located and on the City requiring all existing overhead communication and utility Facilities in such area be removed.

H. Nothing in this Section shall require Company to place its Facilities in ducts or conduits owned or leased by the City.

**SECTION 13: NO VESTED LOCATION RIGHTS; VACATED RIGHTS-OF-WAY**

Company shall not acquire any vested right or interest in any particular Rights-of-Way location for any of its Facilities constructed, operated or maintained in any existing or proposed Rights-of-Way, even though such location was approved by the City; provided that whenever the City vacates Rights-of-Way for the convenience or benefit of any person, the City shall preserve Company's rights for any legally established, existing Facilities of Company in such vacated portion of the Rights-of-Way.

**SECTION 14: TEMPORARY AND EMERGENCY MOVEMENT OF FACILITIES**

A. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise

the cables or wires or other apparatus of Company to permit the passage of any building, machinery or other object, Company shall perform such rearrangement upon the receipt of written notice from the person desiring to move said building, machinery or object. The written notice shall detail the route of movement of the building, machinery or object. The costs incurred by Company in making such rearrangements of its aerial Facilities will be borne, excepting the City, by the person seeking such rearrangement, unless the aerial Facilities are placed or maintained in violation of the applicable rules of any local, state or federal regulatory agency and thereby interferes with the movement of said building, machinery or object.

B. Whenever, in the case of an emergency, it becomes necessary to remove any of Company's Facilities, the City shall not be liable to Company for any charge, loss, damage, restoration cost or repair resulting from the emergency removal.

**SECTION 15: MAPS OF FACILITIES**

Company shall maintain on file maps and operational data pertaining to its operations in the Rights-of-Way, which the City may inspect at any time during normal business hours upon reasonable notice to Company. Upon request of the City, Company shall furnish to the Public Works Director, as soon as practical and without charge, current maps either in a hard-copy printed form or in the City's geographical information system format or compatible data base, showing the location and dimension of any existing and proposed Facilities, but not other proprietary information, used in operating Company's Facilities in the Rights-of-Way.

**SECTION 16: NOTIFICATION TO RESIDENTS OF CONSTRUCTION PROJECTS**

Except in the case of emergency work performed pursuant to Section 9, when Company is the initiator of a project in the Rights-of-Way along which residential yards are located, Company shall give written notification to residents who are located adjacent to the proposed project at least two days prior to the date on which Company proposes to commence

construction. Such notice shall be by personal delivery, by posted notice on the street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), by door hanger or by mail, with a description of the proposed project, Company's name, and telephone number at which Company can be reached twenty-four hours per day.

**SECTION 17: SECURITY FOR PERFORMANCE**

A. As security for performance of its obligations under this Agreement and the Code, Company shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Department of Finance and Business Services, in the amount of one hundred thousand dollars ($100,000.00), to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover losses resulting to the City from Company's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. In addition to all other costs, provide for payment of Reasonable Attorney's Fees;

2. Be issued by a surety company authorized to do business in the state of Nevada and listed in Department Circular 570 of the U.S. Department of the Treasury Fiscal Service (Current Revision);

3. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney;

4. Guarantee the performance of all of Company's obligations under this Agreement and the Code.

C. The following procedures shall apply to drawing on the security required herein:

1. If Company fails to make timely payment to the City of any amount due

under this Agreement or the Code, or fails to compensate the City within thirty days of written notification that such compensation is due, for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Company in connection with this Agreement or its enforcement, or fails, after thirty days' written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any penalties, from the security.

2. Within three days of a withdrawal from the security, the City shall mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Company.

3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Company to the City until it is paid.

4. No later than thirty days after the mailing of notification to Company of a withdrawal from the security, Company shall restore the security to the total amount specified in Subsection (A).

D. Failure to maintain or restore the security shall constitute a material violation of this Agreement.

E. Recovery by the City of any amounts under the security required by this Section does not limit Company's duty to provide insurance or to indemnify the City as otherwise required by this Agreement.

**SECTION 18: INSURANCE REQUIREMENTS**

A. Company shall at all times during the term of this Agreement maintain in full force and effect, at its own cost, a general comprehensive liability insurance policy for the

protection of the City, which shall:

1. Be issued by an insurance company approved by the City and in a form satisfactory to the City Attorney;

2. Name the City and its elected and appointed officers, boards, commissions, agents and employees as additional insureds;

3. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Company's operations under this Agreement, with minimum liability limits of one million dollars ($1,000,000.00) for personal injury or death of any one person and three million dollars ($3,000,000.00) for personal injury or death of two or more persons in any one occurrence and five hundred thousand dollars ($500,000.00) for damage to property resulting from any one occurrence; and

4. Contain a provision that a written notice of cancellation of or reduction in coverage shall be delivered to the City at least thirty days in advance of the effective date thereof.

B. Company's insurance shall be provided by "occurrence", not "claims made" policies, unless the City, in its discretion, agrees to accept a claims-made policy. If insurance coverage is provided by a claims-made policy, Company shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

C. Recovery of any amount by the City from the insurance required by this Section does not limit Company's obligation to provide security or to indemnify the City as otherwise required by this Agreement.

**SECTION 19: INDEMNIFICATION**

A. Company shall defend, indemnify and hold the City harmless from and against all claims for damages to persons or property in any way related, directly or indirectly, to the

construction, maintenance and operation of its Facilities or its use of the Rights-of-Way, or to its performance under this Agreement, when or to the extent injury or damage is caused or alleged to have been caused, wholly or in part, by any act, omission, negligence or misconduct of Company or any of its contractors, subcontractors, officers, agents or employees, or by any person for whose act, omission, negligence or misconduct Company is by law responsible. This Section is intended to require Company to indemnify the City to the maximum extent allowed by law for claims related to Company's use of the Rights-of-Way and is not intended to create liability for the benefit of any party other than the City.

B. If any claim is made against the City that is covered by Subsection (A), and if a Court of competent jurisdiction shall adjudge by final decree that the City is liable therefor, Company shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses and Reasonable Attorney's Fees incurred by the City in defense thereof and incurred at any stage of the proceedings.

C. Upon commencement of any suit, proceeding at law or in equity against the City relating to any matter covered by Subsection (A), the City shall give Company prompt notice of such suit or proceeding; whereupon Company shall provide a defense to any such suit, including any appellate proceedings brought in connection therewith, and pay any settlement, costs and judgments that may be rendered against the City by reason of such suit.

D. If Company fails to comply with its obligations under Subsection (C), after reasonable notice to it by the City, the City shall have the right to defend any claims against it and, in addition to being reimbursed for any settlement or judgment that may be rendered against the City, Company shall reimburse the City's Reasonable Attorney's Fees and all expenses incurred by the City by reason of undertaking the defense of such suit, regardless of whether such suit is successfully defended or settled, or fully adjudicated. If the City is required to

defend any such suit because of Company's failure to do so, the City shall have the right and authority to enter into any settlement as the City may deem in its best interest, without the prior approval Company.

**SECTION 20: TRANSFER OF FRANCHISE**

A. No transfer of this Agreement or the Franchise granted herein (including but not limited to transfer by forced or voluntary sale, receivership or similar means) shall occur unless prior application is made by Company to the City. No application for a transfer shall be granted unless all of the following conditions are met:

1. Company and the transferee agree in writing to the transfer, in a form acceptable to the City.

2. The transferee agrees that it will accept all terms of this Agreement and will assume all of the obligations and liabilities for all acts and omissions, known and unknown, of Company under this Agreement for all purposes, whether such obligations and liabilities arose before or arise after the date of the transfer.

3. The transferee provides proof that it has a CPCN authorizing it to provide Telecommunications Service in the City.

4. The transferee provides security for performance and insurance coverage in compliance with Sections 17 and 18, respectively, no later than the date of the transfer.

B. Approval by the City of a transfer does not constitute a waiver or release of any of the rights of the City under this Agreement against Company, whether arising before or after the date of the transfer.

**SECTION 21: DEFAULT; REMEDIES NOT EXCLUSIVE**

A. All remedies and penalties under this Agreement are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty

is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Company by this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon Company by this Agreement shall not be a waiver of any other or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself. For purposes of this Section, "Director" means the Director of the Department of Finance and Business Services, or his or her designee.

B. Company agrees that an "Event of Default" shall include but not be limited to any of the following acts or failure to act by the Company:

1. Failure to obtain any applicable permits or pay any applicable permit fees pursuant to this Agreement;

2. Failure to comply with the terms of Section 20 concerning the transfer of this Agreement;

3. Failure to supply the necessary security for performance or insurance as specified in Sections 17 and 18;

4. Failure to make any payment required by Sections 5(A) or 6 of this Agreement within the period provided for such payment;

5. Failure to comply with any rules, regulations, orders or directives of the City as set forth in this Agreement within applicable periods; or

6. Substantial or repeated failure to comply with Section 11 concerning installations, excavations and restorations.

C. Upon the occurrence of an Event of Default, the City may, in accordance with the

procedures provided for in this Agreement:

1. Require Company to take such actions as are reasonably required to remedy such Event of Default;

2. Seek money damages from Company as compensation for such Event of Default;

3. Accelerate the expiration of the term of this Agreement by decreasing the term of this Agreement provided in Section 3, the extent of such acceleration to be determined by the City Council, including any period of time up to the remaining term of this Agreement; or

4. As a last measure only, revoke the Franchise granted herein by termination of this Agreement.

D. The City shall exercise the rights set forth in this Section in accordance with the following procedures:

1. The Director shall notify Company, in writing, of an alleged Event of Default. This written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring that an Event of Default has occurred. Company shall, within sixty days of the date of the notice, or such additional time as the Director may specify in the notice: (a) cure the alleged Event of Default; (b) present in writing, for review by the Director, a reasonable time frame and method to cure the Event of Default; or (c) present in writing with reasonable specificity, for review by the Director, facts and arguments as to why Company disagrees that an Event of Default has occurred.

2. If Company presents a written response that challenges whether an Event of Default has occurred, the Director shall within fourteen days review the submitted materials and determine again whether an Event of Default has occurred. If the Director reaffirms that an Event of Default has occurred, Company shall be notified in writing of this decision and shall,

within thirty days, cure the alleged Event of Default.

3. If Company fails to cure the Event of Default so declared pursuant to this Section within the time permitted by the Director, the Director shall prepare a written report to the City Council and recommend action to be taken. The City Council may order an appropriate remedy as set forth in this Section.

E. In addition to the rights under this Section, the City, upon any termination, may direct Company to remove, at Company's sole cost and expense, any of its Facilities from all Rights-of-Way, subject to the following:

1. If Company fails to remove its Facilities from the Rights-of-Way within 30 days after termination of this Agreement and the City determines that removal of any buried cable or conduit is not necessary, Company shall abandon its Facilities in place and, if requested by the City, transfer ownership of the installed Facilities to the City.

2. In removing any part of its Facilities, Company shall refill and compact any excavation that shall be made by it and shall leave all Rights-of-Way in as good a condition as that prevailing prior to Company's removal of the Facilities.

3. The City shall have the right to inspect and approve the condition of the Rights-of-Way after removal has occurred.

4. The removal shall commence within thirty days of an order to remove being issued by the Director at the direction of the City Council.

5. Company shall be responsible for all necessary removals of its Facilities and maintenance of the Rights-of-Way area in the same manner and degree as if the Facilities were in active use, and Company shall retain all liability associated with such removals.

6. Nothing herein shall cause the City to incur any costs related to the removal of the Company's Facilities or the transfer of ownership of said Facilities to the City.

## SECTION 22: LIQUIDATED DAMAGES

A. In addition to the remedies specified in Section 21, Company may be subject to the assessment of liquidated damages by the City Manager for any violation of this Agreement in accordance with the provisions of this Section.

B. Except for causes beyond the reasonable control of Company, if Company fails to comply with any of its obligations under this Agreement, the City Manager may deliver to Company a reasonably detailed written notice describing the violation on the part of Company. Company shall cure any such violation no later than thirty days after receipt of the notice of violation; provided that if the nature of violation is such that it cannot be fully cured within thirty days, the City Manager may extend the period of time for Company to cure the violation for such additional time as is reasonably necessary to complete the cure if, in the City Manager's reasonable judgment, Company promptly begins its efforts to cure the violation and diligently pursues its efforts to effect a cure.

C. If a violation has not been cured within the time allowed by Subsection (B), Company shall be liable for liquidated damages as follows:

1. Failure to comply with the City's requirements concerning usage of the Rights-of-Way resulting in actual impediments to use of the Rights-of-Way for construction work, vehicular traffic, pedestrian traffic or other lawful uses, including but not limited to any violations resulting in construction-delay claims against the City: $500.00 per day for each day such failure continues.

2. Failure to comply with any other provisions of this Agreement, including but not limited to promptly providing data, documents, reports or information to the City, or to provide insurance or security for the performance of Company's obligations hereunder: $100.00

per day for each day such failure continues.

D. The amounts specified in Subsection (C) constitute compensation for injuries to the City and its residents that would be difficult to ascertain and prove with certainty and are intended to be liquidated damages, not penalties or forfeitures.

**SECTION 23: DRAWING UPON SECURITY UPON REVOCATION**

In the event that a revocation of the Franchise is declared pursuant to Section 21 above, it shall be deemed a failure to perform on the part of Company, and the City may proceed against and draw upon, as required, the security provided for in Section 17 above for amounts due under this Agreement.

**SECTION 24: ADDITIONAL CITY RIGHTS**

Pursuant to the City Charter and applicable State statute, the right and privilege of the City to purchase or condemn Company's Facilities located within the City is expressly recognized herein.

**SECTION 25: SEVERABILITY**

If any provision, condition, covenant or portion of this Agreement is for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity or enforceability of the remaining portions of this Agreement. With respect to any portion of this Agreement held to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City Council hereby declares that it would have approved this Agreement and each portion thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

**SECTION 26: NOTICES**

Any notice or other communication required or permitted to be given under this Agreement (the "Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notice shall be deemed received on the date of actual receipt or refusal of delivery. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

| | |
|---|---|
| TO THE CITY: | Director – Finance and Business Service<br>City of Las Vegas<br>400 Stewart Avenue, 6th Floor<br>Las Vegas, Nevada 89101 |
| with a copy to: | City Attorney's Office<br>City of Las Vegas<br>400 Stewart Avenue, 9th Floor<br>Las Vegas, Nevada 89101 |
| TO COMPANY: | tw telecom of nevada llc<br>Attn: Kristie Ince<br>Vice President Regulatory Affairs<br>tw telecom inc.<br>2805 Dallas Parkway, Suite 140<br>Plano, TX 75093 |
| with a copy to: | tw telecom of nevada llc<br>Senior V.P. & Deputy General Counsel<br>10475 Park Meadows Drive<br>Littleton, CO 80124 |

**SECTION 27: PUBLIC PURPOSE**

All of the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Agreement, acting for the City in the discharge of his or her duties, shall not thereby render himself personally liable; and

he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the City nor Company by accepting this Agreement waives its right to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved and all terms and provisions hereof shall be enforceable through injunctive relief. Neither party shall be liable for any consequential or punitive damages, including lost profits.

**SECTION 28: APPLICABLE LAW**

This Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

**SECTION 29: PUBLIC UTILITIES COMMISSION AND CHARTER REQUIREMENTS**

This Agreement is subject to and contingent upon Company complying with all applicable rules and regulations of the Public Utilities Commission of Nevada and the City adopting a Resolution, conducting a public hearing and enacting an Ordinance granting this Franchise to Company in accordance with Section 7.050 of the City Charter.

**SECTION 30: DISCLOSURE OF OWNERSHIP AND PRINCIPALS**

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Company warrants that it has disclosed, on the "Disclosure of Ownership/Principals" form attached hereto, all principals, including partners, of Company, as well as all persons and entities holding more than a 1% interest in Company or any principal of Company. If Company, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the

Securities and Exchanges Commission or by the Employee Retirement Income Security Act), and attaches current copies of such federal disclosures to Exhibit A, the requirements of this Section shall be satisfied. Throughout the term hereof, Company shall upon written request by the City, provide the City with updates concerning any material changes to the disclosures required by this Section.

EXECUTED to be effective on the date specified above.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

1/3/11
Date

tw telecom of nevada llc,
a Delaware limited liability company,
by tw telecom management co. llc,
its sole member

By: Tina Davis

Its: SVP & Deputy General Counsel

# 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.

**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**

tw telecom of nevada llc

Name

10475 Park Meadows Drive
Littleton CO 80124

Address

303-566-1000

Telephone

EIN or DUNS EIN 84-1560861

**Block 2 — Description**

Subject Matter of Contract/Agreement:

Franchise Agreement

RFP #

**Block 3 — Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

## 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. | tw telecom management co. llc | 10475 Park Meadows Dr. Littleton, CO 80124 | 303-566-1000 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of 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.

Tina Davis
Name

1-4-2011
Date

Subscribed and sworn to before me this 4th day of January, 2011.

Cheryll B Hart
Notary Public

My commission expires 3/03/2013

CHERYLL B. HART NOTARY PUBLIC STATE OF COLORADO

City of Las Vegas Agenda Item No.: **42.**

## *AGENDA SUMMARY PAGE*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: CITY CLERK**
**DIRECTOR: BEVERLY K. BRIDGES** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**

Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **43.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*

**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

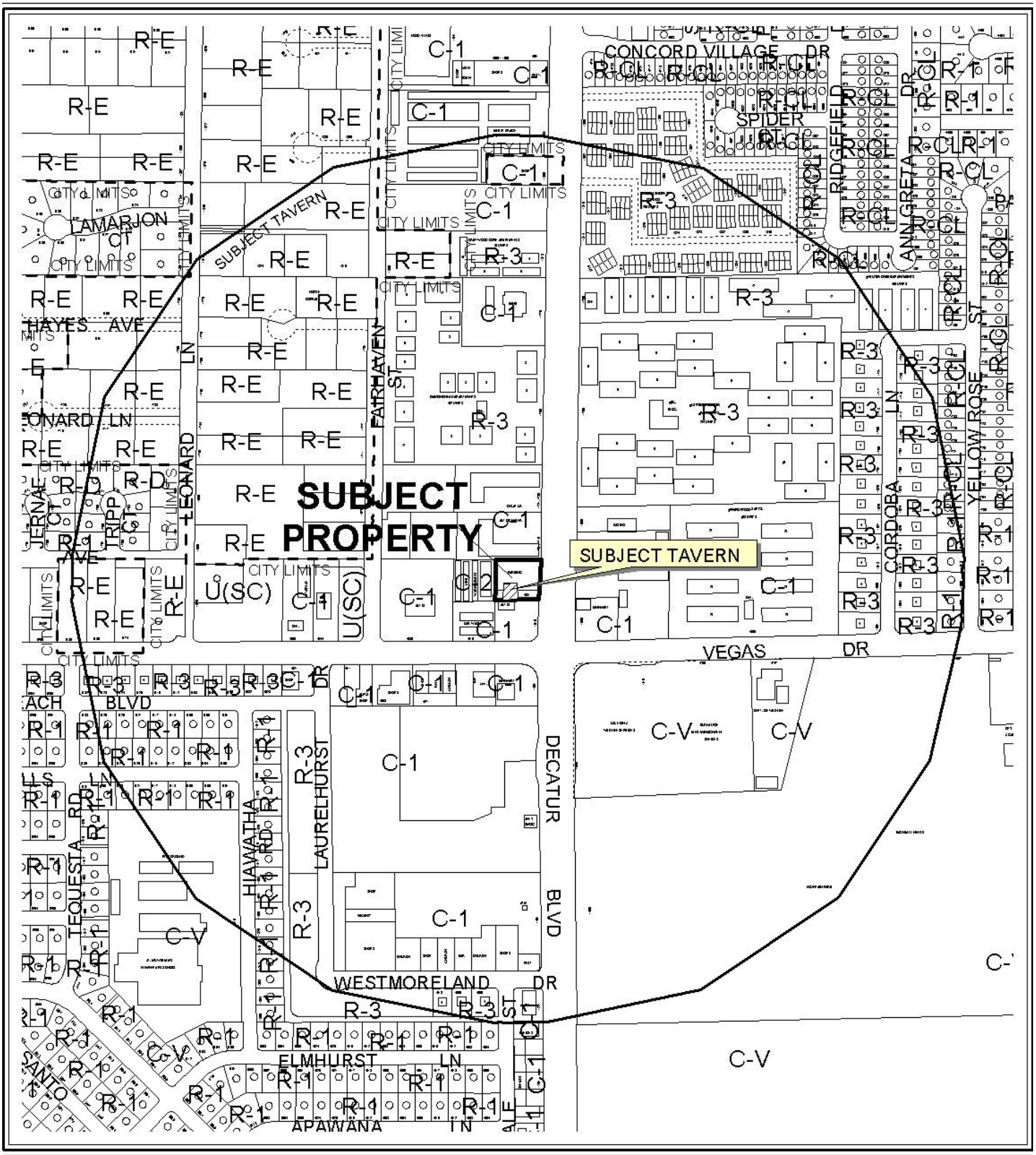
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
EOT-40395 - EXTENSION OF TIME – NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: FULLER-BUSTOS, LLC - Request for an Extension of Time OF A NON-CONFORMING USE FOR A TAVERN at 1631 North Decatur Boulevard (APNs 138-24-804-009 and 010), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **0** | **Planning Commission Mtg.** | **0** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
Staff recommends APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter




0 300 600 Feet

**CASE:** **EOT-40395**

**RADIUS:** 1500 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

N

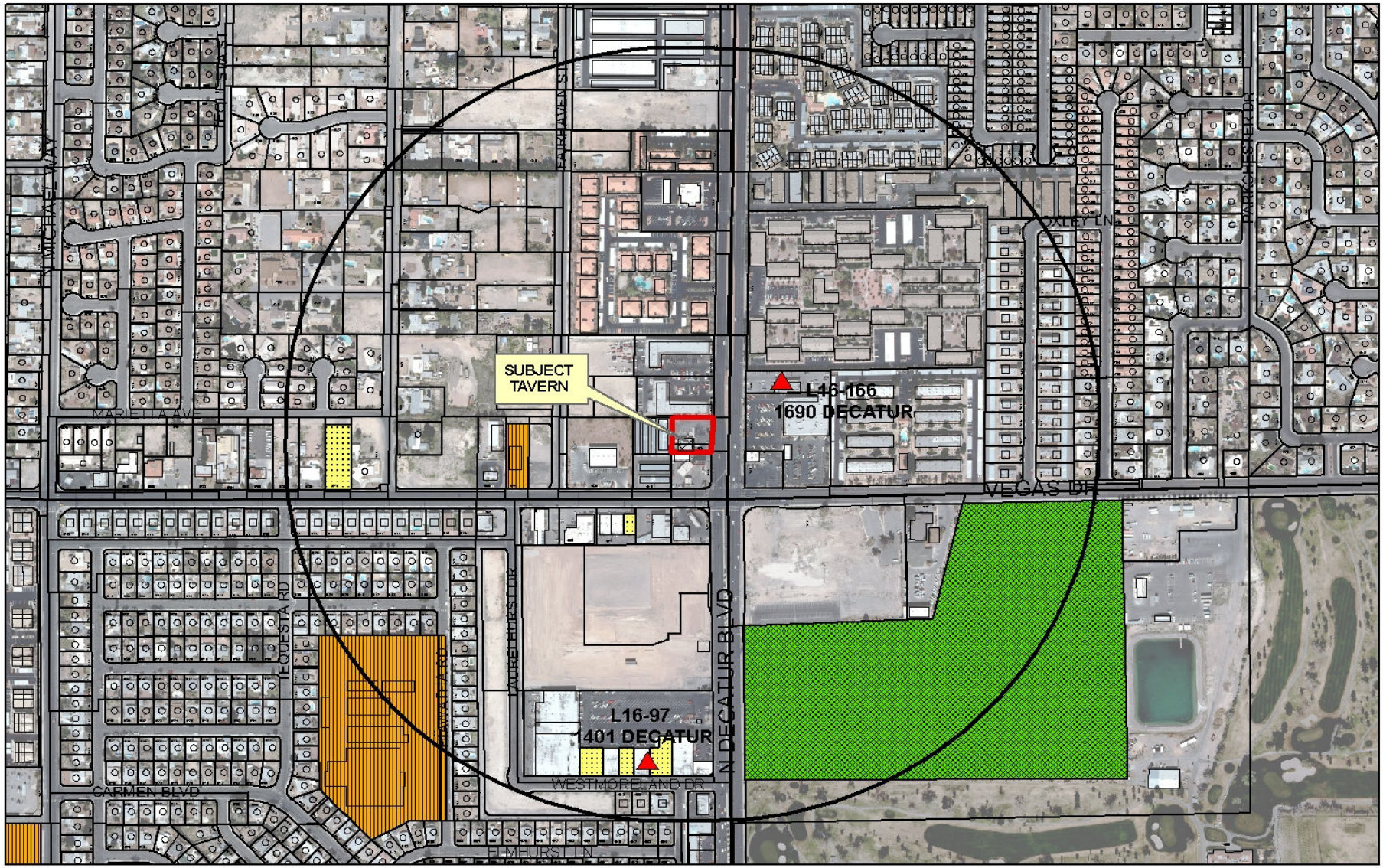
0 300 600 Feet

**CASE:** **EOT-40395**

**RADIUS:** 1500 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

N




**EOT-40395**

**Taverns**

**Business Licenses**

Child Care/ Children Facility

Tavern

0 260 520 1,040 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: FULLER-BUSTOS, LLC**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **EOT-40395** | Staff recommends APPROVAL, subject to conditions: | None |

## ** CONDITIONS **

# EOT-40395 CONDITIONS

***Planning and Development***

1. This request for an Extension of Time for a non-conforming Tavern located at 1631 North Decatur Boulevard shall expire on December 14, 2011 unless another extension of time request is approved by City Council.

DS

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 1631 North Decatur Boulevard. On December 14, 2009, business license L16-00198 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 12/07/88 | The City Council approved a request for a Petition to Annex (A-0013-88) approximately 0.71 acres located at 1631 North Decatur Boulevard. The Planning Commission recommended approval with the annexation becoming effective on 12/16/88. |
| 10/06/10 | The City Council adopted Bill 2010-40, Ordinance 6114 to authorize under certain circumstances an Extension of Time regarding non-conforming uses. Planning Commission recommended approval. |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 01/26/06 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** | |
|---|---|
| 12/14/09 | A business license (L16-00198) for a Tavern at 1631 North Decatur Boulevard was annotated as out of business. No other license for the use has been requested. |
| 05/13/10 | A business license (G01-02276) for Restricted Gaming at 1631 North Decatur Boulevard was annotated as out of business. No other license for the use has been requested. |
| No recent building permits have been requested or issued for the subject site. | |

| ***Pre-Application Meeting*** |
|---|
| A pre-application meeting was not required, nor was one held. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting was not required, nor was one held. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Gross Acres | 0.50 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.04*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Vacant Building-Tavern | GC (General Commercial) | C-1 (Limited Commercial) |
| North | Minor Auto Repair Garage | SC (Service Commercial) | C-1 (Limited Commercial) |
| South | Major Auto Repair Garage | SC (Service Commercial) | C-1 (Limited Commercial) |
| East | Major Auto Repair Garage | SC (Service Commercial) | C-1 (Limited Commercial) |
| West | Mini Warehouse Facility | GC (General Commercial) | C-2 (General Commercial) |

| ***Master Plan Areas*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | | |
| A-O (Airport Overlay) District (105 feet) | X | | Y |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | X | | Y |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

## ANALYSIS

On December 14, 2009, business license L16-00198 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. In accordance with Bill 2010-40, Ordinance 6114, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

## FINDINGS

The applicant states that poor economic conditions in Las Vegas have hampered their ability to secure a prospective buyer or lease for the property. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based upon market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare and falls within the intent of Bill 2010-10, staff is recommending approval with a one-year time limit.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 14

**NOTICES MAILED** 410 (By Planning)

**APPROVALS** 0

**PROTESTS** 0

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40395** APN: 138-24-804-009 & 010

Name of Property Owner: Fuller - Bustos LLC

Name of Applicant: Augie Bustos

Name of Representative: Augie Bustos

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Augie Bustos

Subscribed and sworn before me

This 7 day of Dec, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
County of Clark-State of Nevada
SIRAN BAI
No. 05-99483-1
My Appointment Expires August 13, 2013

RECEIVED
DEC 07 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** Fuller - Bustos LLC

**Project Address (Location)** 1631 N DECATUR BLVD

**Project Name** ANDY CAPZ BAR **Proposed Use** _____

**Assessor's Parcel #(s)** 138-24-804-009 & 010 **Ward #** _____

**General Plan:** existing _____ proposed _____ **Zoning:** existing _____ proposed _____

**Commercial Square Footage** _____ **Floor Area Ratio** _____

**Gross Acres** .50 **Lots/Units** 2 **Density** _____

**Additional Information** _____

**PROPERTY OWNER** Fuller - Bustos LLC **Contact** Augie Bustos

**Address** 1604 Taylor Woodrow **Phone:** 702 596-4422 **Fax:** 368-4148

**City** LAS VEGAS **State** NV **Zip** 89117

**E-mail Address** Augie from Vegas @ AOL.com

**APPLICANT** Fuller - Bustos LLC **Contact** Augie Bustos

**Address** 2835 S. Branco ST **Phone:** 596-4422 **Fax:** 368-4148

**City** LAS VEGAS **State** NV **Zip** 89146

**E-mail Address** Augie from Vegas @ AOL.com

**REPRESENTATIVE** _____ **Contact** _____

**Address** _____ **Phone:** _____ **Fax:** _____

**City** _____ **State** _____ **Zip** _____

**E-mail Address** _____

**Property Owner Signature*** _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Augie Bustos

Subscribed and sworn before me

This 7 day of Dec, 20 10.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
County of Clark-State of Nevada
SIRAN BAI
No. 05-99483-1
My Appointment Expires August 13, 2013

Revised 10/27/08

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | EOT-40395 |
| Meeting Date: | 1/19/11 CC 1/25/11 PC |
| Total Fee: | $ 800 |
| Date Received:* | 12/7/10 |
| Received By: | |

RECEIVED
DEC 07 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

December 7,2010

RE:1631 N Decatur
Las Vegas Nv 89108
Formerly Andy Capz Bar

To Whom it May Concern,

As the owners of the above property we would like to ask for an extension of time on the Liquor and Gaming Zoning. We have tried to lease or sell this property for over a year with no viable Buyers or Lessee's . The weather has had us to fix the roof and clean the property up and remove the homeless for the rear of the property.

We are still trying to lease or short sale the property. We are also looking to buy a liquor license if we have to help a potential Lessee if we could find one.

I think without the zoning extension our chances of selling this property are very low.

Thanks for considering the above request during these hard times in our State.

Respectfully,

Augie Bustos
Fuller-Bustos LLC Mgr
702-596-4422 cell

RECEIVED
DEC 07 2010
EOT-40395

City of Las Vegas Agenda Item No.: **44.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

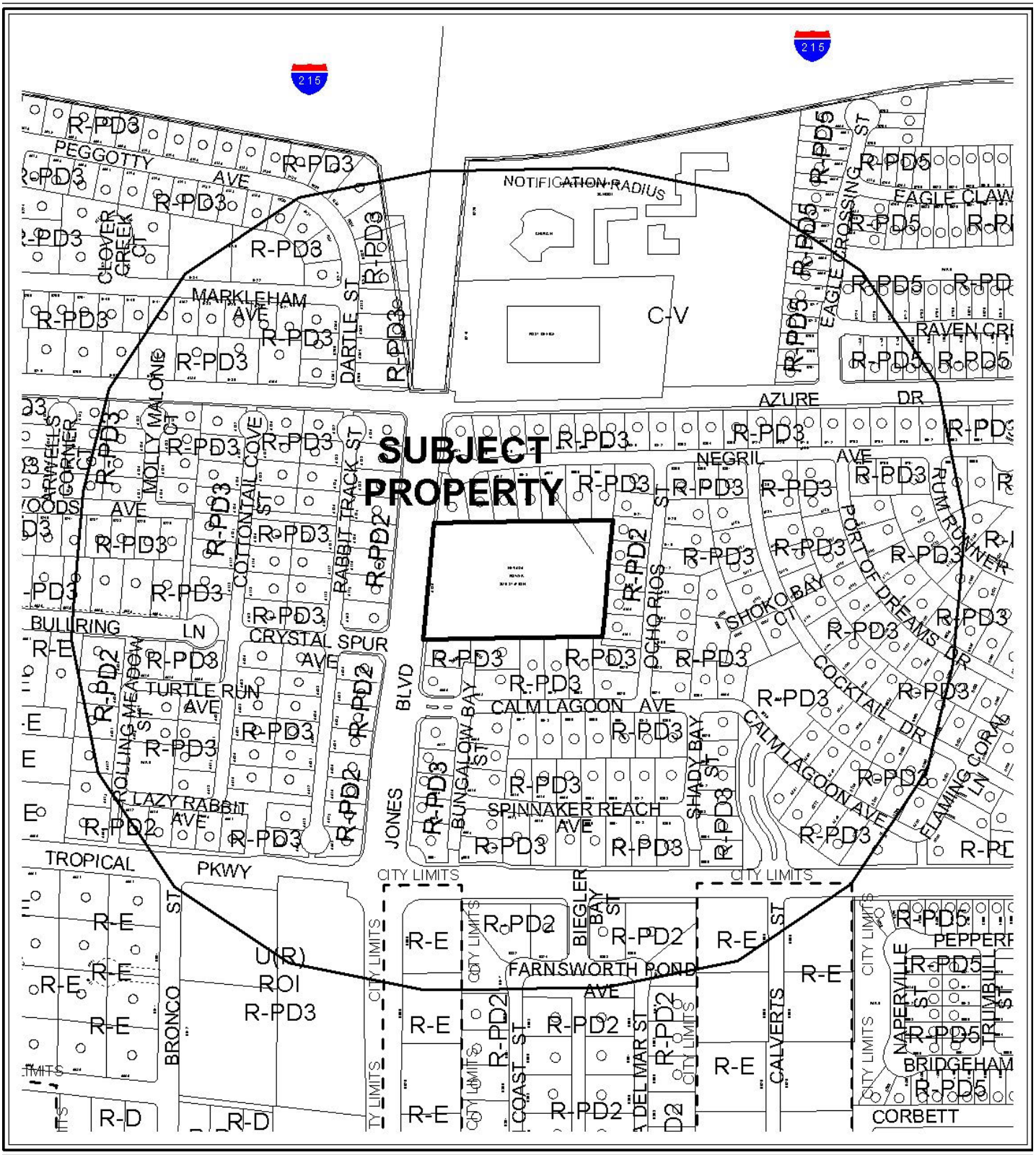
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
ZON-40051 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] TO: C-V (CIVIC) on 3.85 acres at 6120 North Jones Boulevard (APN 125-25-201-006), Ward 6 (Ross). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **3** | **Planning Commission Mtg.** | **3** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the December 16, 2010 Planning Commission Meeting Item ZON-40051




0 300 600 Feet

**CASE:** **ZON-40051**

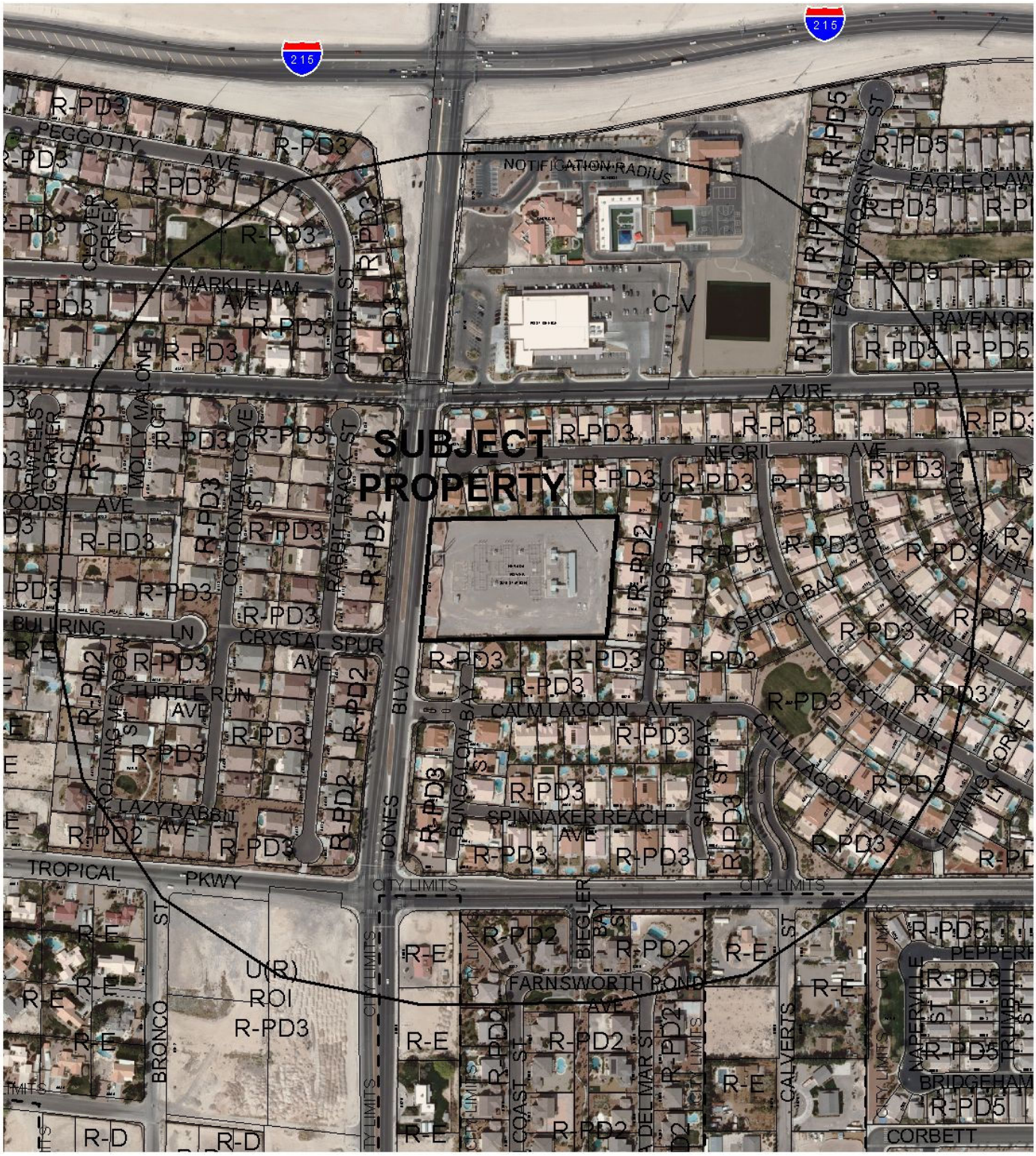
**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** U (UNDEVELOPED)

[PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION]

**PROPOSED ZONING OF SUBJECT PROPERTY:** C-V (CIVIC)

N




0 300 600 Feet

**CASE:** **ZON-40051**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** U (UNDEVELOPED)

[PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION]

**PROPOSED ZONING OF SUBJECT PROPERTY:** C-V (CIVIC)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **ZON-40051** | Staff recommends APPROVAL. | N/A |

RG

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This application is a request for a Rezoning of property from U (Undeveloped) to C-V (Civic) on 3.85 acres located at 6120 North Jones Boulevard. The purpose of the Rezoning is to amend the zoning designation to match the existing PF (Public Facilities) General Plan land use designation of the site. The property contains an Electric Utility Substation and a Wireless Communication Facility, Stealth Design. The existing uses on the property are appropriate within a C-V District and no new development is proposed as part of this application; therefore, staff recommends approval. If this application is denied, the zoning designation would remain U (Undeveloped).

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 08/08/96 | The Clark County Planning Commission approved a request for a Special Use Permit (UC-1147-96) for an Electrical Power Substation on a portion of a 9.18 acre parcel located on the east side of Jones Boulevard approximately 320 feet south of Azure Drive. The Clark County Planning Department staff recommended approval of this request. |
| 04/14/97 | The City Council approved an Annexation (A-0021-96) of approximately 42.9 acres, located on the southeast corner of Jones Boulevard and Azure Drive. The Planning Commission and staff recommended approval. The effective date of this annexation was 05/23/97. |
| 10/16/08 | The Planning and Development Department administratively approved a request for a Minor Review for a Site Development Plan Review (SDR-19716) to allow a proposed 65-foot Wireless Communication Facility, Stealth Design at 6120 North Jones Boulevard. |
| 12/16/10 | The Planning Commission (6-0 vote) recommends APPROVAL (PC Agenda Item #6/rg). |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 08/19/96 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** | |
|---|---|
| 05/29/97 | A building permit (#97-7147 F1) was issued by Clark County Building and Safety Department for a 14-foot Masonry Block Wall at 6120 North Jones Boulevard. |
| 02/22/05 | A building permit (#05001011) was issued for a 65-foot Wireless Communication Tower, Stealth monopole at 6122 North Jones Boulevard. The building permit received final inspection on 03/26/10. |

| ***Pre-Application Meeting*** | |
|---|---|
| 10/18/10 | A pre-application meeting was done internally, as the applicant is the City of Las Vegas. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting was not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 11/09/10 | A site visit by staff noted a well maintained Electric Utility Substation and Wireless Communication Facility, with a 14-foot Masonry Block Wall. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 3.85 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.04*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Electric Utility Substation and Wireless Communication Facility (Stealth Design) | PF (Public Facilities) | U (Undeveloped) |
| North | Single Family, Detached | L (Low Density Residential) | R-PD3 (Residential Planned Development – 3 Units per Acre) |
| South | | | |
| East | | | |
| West | | R (Rural Density Residential) | |

| ***Master Plan Areas*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | X | N/A |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

RG

| *Street Name* | *Functional Classification of Street(s)* | *Governing Document* | *Street Width (Feet)* | *Compliance with Street Section* |
|---|---|---|---|---|
| ***Jones Boulevard*** | Primary Arterial | Master Plan of Streets and Highways | 100 | Y |

## ANALYSIS

The property contains an Electric Utility Substation and a Wireless Communication Facility, Stealth Design and no new development is proposed as part of this application. The proposed rezoning from U (Undeveloped) to C-V (Civic) will be consistent with the PF (Public Facilities) General Plan land use designation. The C-V (Civic) zoning district is intended for public and quasi-public uses such as schools, libraries, public parks, electrical transmission facilities and other public utility facilities; therefore, staff recommends approval.

## FINDINGS (ZON-40051)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district conforms to the existing PF (Public Facilities) General Plan land use designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-V (Civic) zoning district would permit schools, libraries, public parks, electrical transmission facilities and other public utility facilities that are compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed C-V (Civic) zoning district allows for the Electric Utility Substation use and a Wireless Communication Facility, Stealth Design. The C-V (Civic) Zoning District is consistent with the existing PF (Public Facilities) land use designation.

**4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

The access to the subject site is provided along Jones Boulevard. This street is adequate in size to meet the requirements of the proposed zoning district.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 18

**NOTICES MAILED** 321 (By City Clerk)

**APPROVALS** 3

**PROTESTS** 3

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-40051** APN: 125-25-201-006

Name of Property Owner: Nevada Power Company

Name of Applicant: City of Las Vegas

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

RECEIVED
OCT 27 2010

Signature of Property Owner: _____

Print Name: Peter Lowenstein

Subscribed and sworn before me

This 25th day of October, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** Rezoning

**Project Address (Location)** 6120 N Jones Boulevard

**Project Name** NV Energy Substation **Proposed Use** Electric Utility Sub

**Assessor's Parcel #(s)** 125-25-201-006 **Ward #** 6 (Ross)

**General Plan:** existing PF proposed N/A **Zoning:** existing U(PF) proposed C-V

**Commercial Square Footage** N/A **Floor Area Ratio** N/A

**Gross Acres** 3.85 **Lots/Units** 1 **Density** N/A

**Additional Information** To amend the zoning district from U(PF) to C-V for an existing NV Energy Electric Utility Substation.

**PROPERTY OWNER** Nevada Power Company **Contact** Tom Dombrowski

**Address** PO Box 98910 **Phone:** **Fax:**

**City** Las Vegas **State** NV **Zip** 89193

**E-mail Address**

**APPLICANT** City of Las Vegas **Contact** Peter Lowenstein

**Address** 731 S 4th Street **Phone:** (702) 229-6301 **Fax:** (702) 385-7268

**City** Las Vegas **State** NV **Zip** 89101

**E-mail Address**

**REPRESENTATIVE** **Contact**

**Address** **Phone:** **Fax:**

**City** **State** **Zip**

**E-mail Address**

**Property Owner Signature*** _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Peter Lowenstein

Subscribed and sworn before me

This 25th day of October, 2010.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | ZON-40051 |
| Meeting Date: | 12/16/10 |
| Total Fee: | $1,200. |
| Date Received:* | 10/25/10 |
| Received By: | |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

# REZONING Parcel: 125-25-201-006

## ZON - 40051

## ZONING

| | | | | |
|---|---|---|---|---|
| C-V | R-MH | R-3 | O | C-2 |
| C-PB | R-CL | R-4 | C-D | C-M |
| P-C | R-2 | R-5 | C-1 | M |
| U | R-D | R-MHP | PD | Subject Parcel |
| R-A | R-PD | P-R | T-D | City Limits |
| R-E | R-1 | N-S | TC | ROI Zoning |

OCT 27 2010

## FROM U(PF) TO C-V

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: October 26, 2010

PLANNING & DEVELOPMENT

ZON-40051 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY
6120 NORTH JONES BOULEVARD

11/09/10

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 25, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

**RE: Application ZON-40051**
**Assessor's Parcel Number 125-25-201-001**

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classification are inconsistent with possible future development. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning district of the site to C-V (Civic). Please call me at 229-4693 with any questions.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

RECEIVED
OCT 27 2010

07101-001-06-09

ZON-40051

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

**CITY OF LAS VEGAS**

**ONE MOTION/ONE VOTE**

***Planning and Development Department***
*Case Planning Division*
*731 South Fourth Street*
*Las Vegas, Nevada 89101*
*(702) 229-6301 Phone (702) 385-7268 Fax*

**SUBJECT:** **ZON-40051 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 16, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***DECEMBER 15, 2010***.

Thomas Dombrowski — Signature

12/10/10 — Date

THOMAS DOMBROWSKI — Please Print Name

NV ENERGY — Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

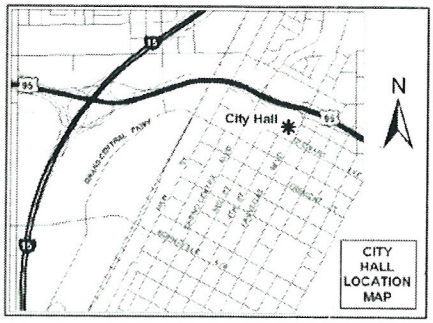
RECEIVED
DEC 10 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 03 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40051**
Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 16 2010

Case: ZON-40051
12525211033
CAMPBELL MICHAEL L & M DIANE
5713 CALM LAGOON AVE
LAS VEGAS NV 89130-7076

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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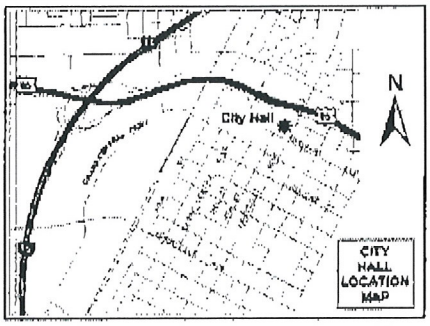
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40051**
Planning Commission Meeting of 12/16/2010

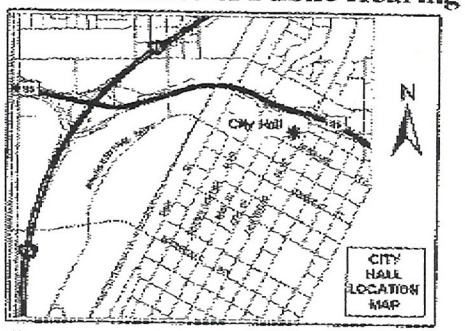
RECEIVED
DEC 17 2010

Case: ZON-40051
12526610063
GRIMMETT JARROD A & SHANNAN M
6020 RABBIT TRACK ST
LAS VEGAS NV 89130-1351

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

**Return Service Requested**

**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40051**

Planning Commission Meeting of 12/16/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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MAILED FROM ZIP CODE 89101

RECEIVED
DEC 13 2010

Case: ZON-40051

12525213027
BUFF RANDY S JR & HEATHER M
5908 CALM LAGOON AVE
LAS VEGAS NV 89130-7219

[illegible]

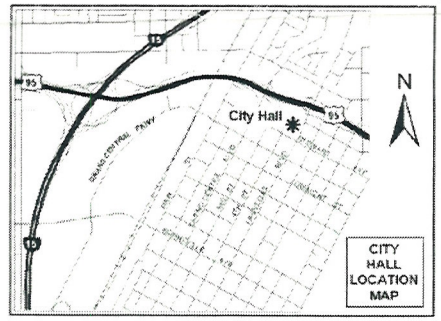
60

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
DEC 03 2010
MAILED FROM ZIP CODE 89101

## Return Service Requested
### Official Notice of Public Hearing

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40051**

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

Case: ZON-40051

12525213035
JONES FAMILY TRUST
6121 OCHO RIOS ST
LAS VEGAS NV 89130-7217

6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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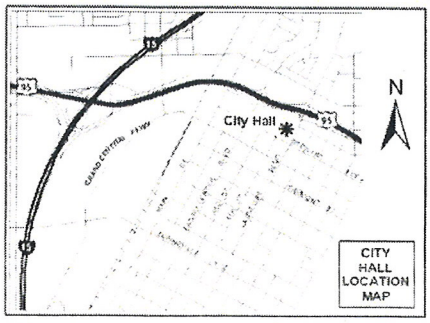
0004279218 DEC 03 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40051**

Planning Commission Meeting of 12/16/2010

Case: ZON-40051

12525215024
BRADY HORACE E JR & ANTOINETTE J
6116 PORT OF DREAMS DR
LAS VEGAS NV 89130-7094

6A

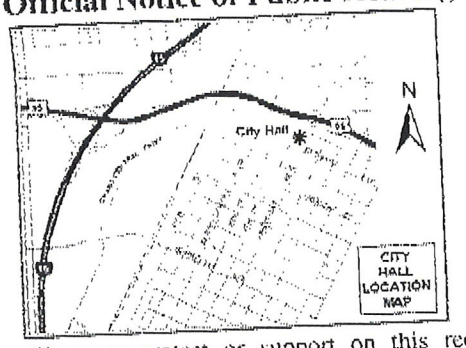
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.41⁴
DEC 13 2010
MAILED FROM ZIPCODE 89101

**Return Service Requested**

**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40051**

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 15 2010

Case: ZON-40051

12525215041
MODLER STEPHEN R & LILY C
6121 PORT OF DREAMS DR
LAS VEGAS NV 89130-7094

6A

City of Las Vegas Agenda Item No.: **45.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

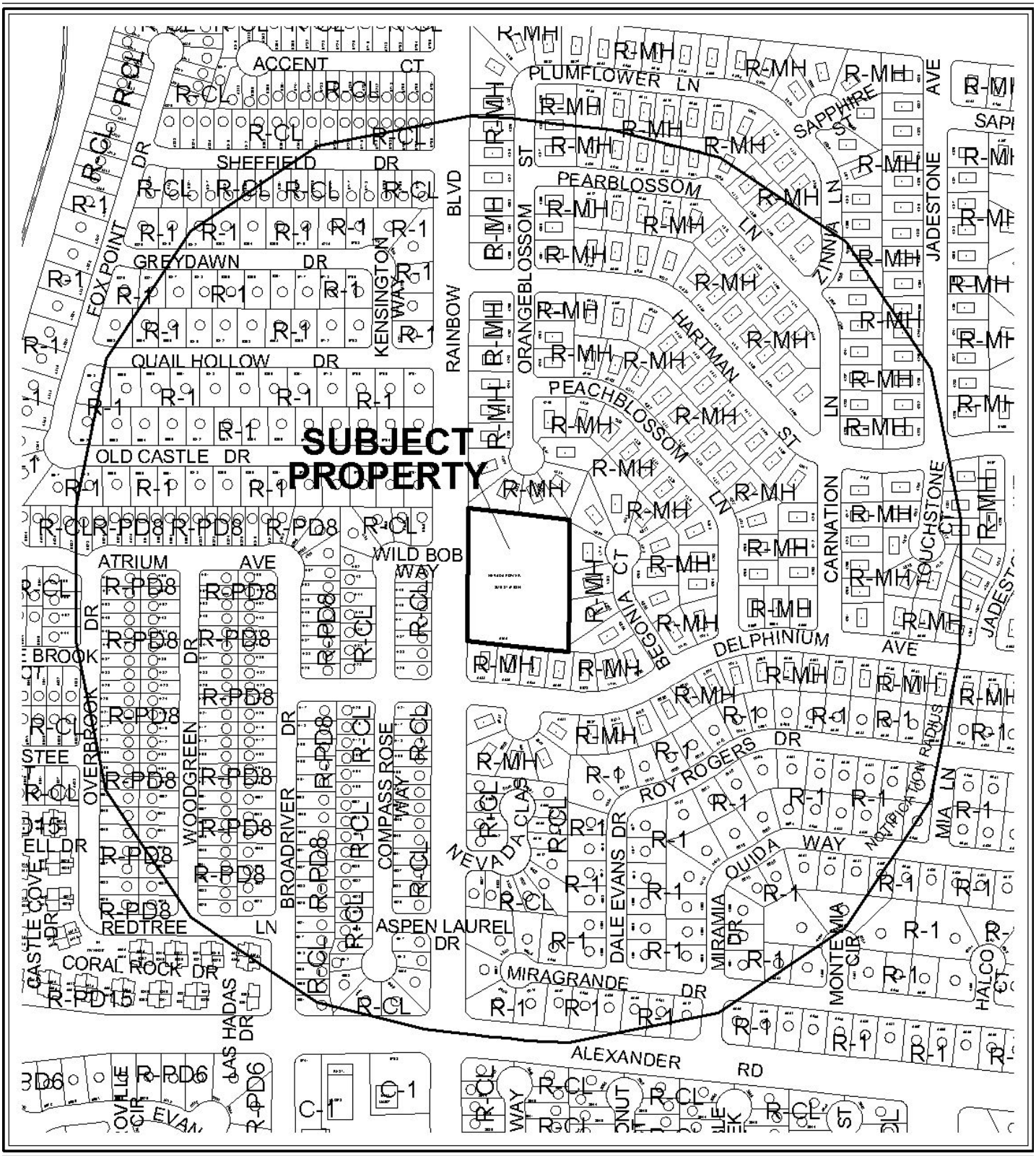
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
ZON-40052 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 2.02 acres on the east side of Rainbow Boulevard, approximately 100 feet north of Delphinium Avenue (APN 138-02-401-001), Ward 6 (Ross). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **2** | **Planning Commission Mtg.** | **2** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the December 16, 2010 Planning Commission Meeting Item ZON-40052




0 300 600 Feet

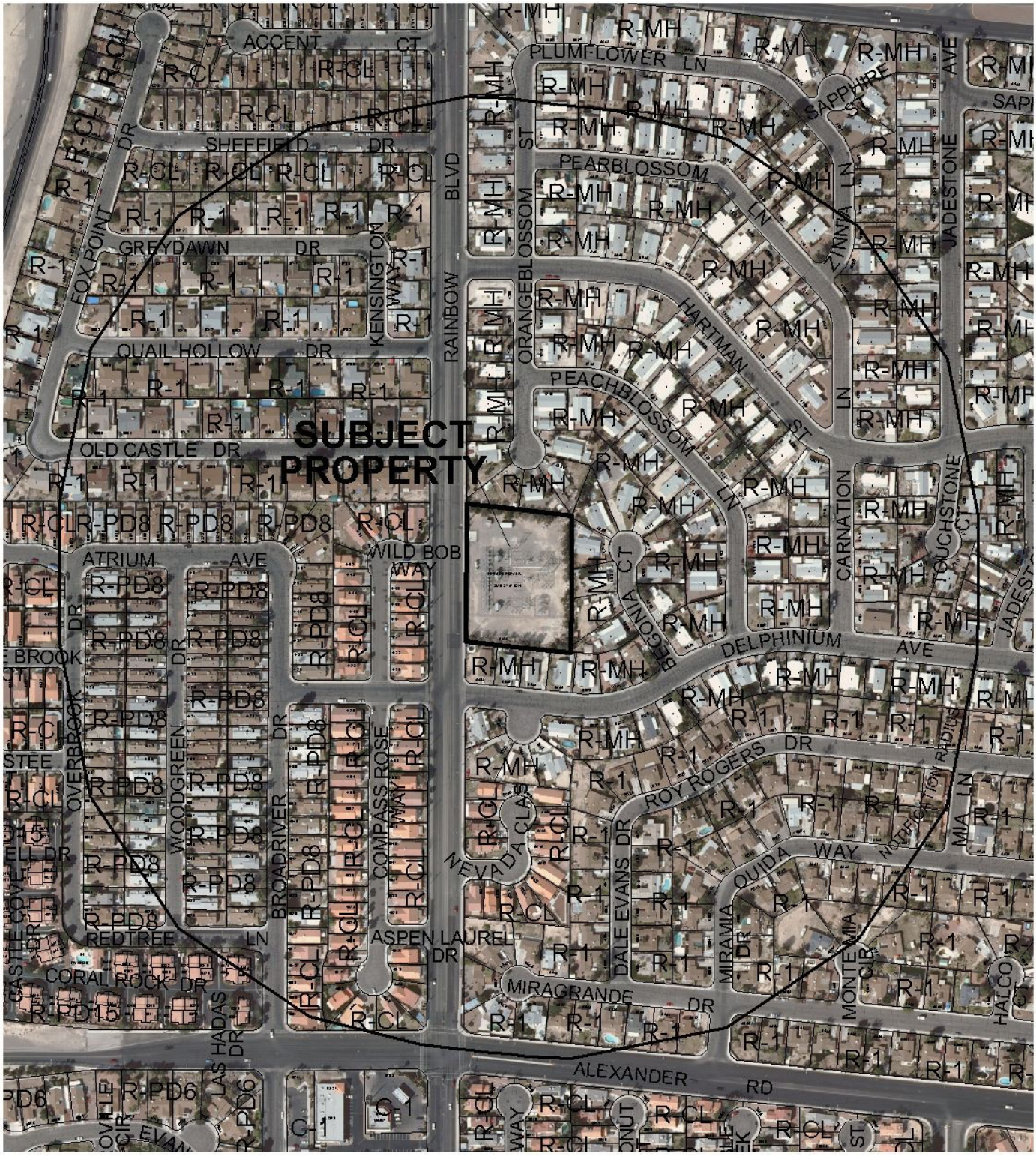
**CASE:** **ZON-40052**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** R-E (RESIDENCE ESTATES)

**PROPOSED ZONING OF SUBJECT PROPERTY:** C-V (CIVIC)

N




0 300 600 Feet

**CASE:** **ZON-40052**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** R-E (RESIDENCE ESTATES)

**PROPOSED ZONING OF SUBJECT PROPERTY:** C-V (CIVIC)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **ZON-40052** | Staff recommends APPROVAL. | N/A |

RG

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This application is a request for a Rezoning of property from R-E (Residence Estates) to C-V (Civic) on 2.02 acres located along the east side of Rainbow Boulevard and north of Delphinium Avenue. The purpose of the Rezoning is to amend the zoning designation to match the existing PF (Public Facilities) General Plan land use designation of the 2020 Las Vegas Master Plan. The property contains an Electric Utility Substation and no new development is proposed as part of this application. Because the C-V Zoning District conforms to the existing land use designation and the existing use is appropriate for this District, staff recommends approval. If this application is denied, the zoning designation would remain R-E (Residence Estates).

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 07/26/79 | The Board of Zoning Adjustment approved a request for a Variance (V-0041-79) to allow the power substation structure 30 feet from the front and rear property lines where a setback of 50 feet is required; a five foot setback from the side property line where a setback for ten feet is required; an eight-foot block wall around the property where a maximum height of four feet and six feet is permitted; and to allow structures 75 feet high where a maximum height of 35 feet is permitted on property generally located on the east side of Lorenzi Boulevard between Craig Road and Alexander Road in Zoning District R-E (Residence Estates). |
| 12/16/10 | The Planning Commission (6-0 vote) recommends APPROVAL (PC Agenda Item #7/rg). |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 05/25/64 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** |
|---|
| No building permits or business licenses are on file for the subject property. |

| ***Pre-Application Meeting*** | |
|---|---|
| 10/18/10 | A pre-application meeting was done internally, as the applicant is the City of Las Vegas. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting was not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 11/09/10 | A site visit by staff noted a well maintained Electric Utility Substation. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 2.02 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.04*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Electric Utility Substation | PF (Public Facilities) | R-E (Residence Estates) |
| North | Manufactured Home | L (Low Density Residential) | R-MH (Mobile/Manufactured Home) |
| South | | | |
| East | | | |
| West | Single Family, Detached | ML (Medium Low Density Residential) | R-CL (Single Family Compact-Lot) |

| ***Master Plan Areas*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | X | N/A |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

| ***Street Name*** | ***Functional Classification of Street(s)*** | ***Governing Document*** | ***Street Width (Feet)*** | ***Compliance with Street Section*** |
|---|---|---|---|---|
| ***Rainbow Boulevard*** | Secondary Collector | Master Plan of Streets and Highways | 80 | Y |

## ANALYSIS

The property contains an Electric Utility Substation, which will remain the primary use of the property, and no new development is proposed as part of this application. The proposed rezoning from R-E (Residence Estates) to C-V (Civic) zoning district will be consistent with the PF (Public Facilities) General Plan land use designation. The C-V (Civic) zoning district is intended for public and quasi-public uses such as schools, libraries, public parks, electrical transmission facilities and other public utility facilities; therefore, staff recommends approval.

## FINDINGS (ZON-40052)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district conforms to the existing PF (Public Facilities) General Plan land use designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-V (Civic) zoning district would permit schools, libraries, public parks, electrical transmission facilities and other public utility facilities that are compatible with the surrounding land uses and zoning district.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed C-V (Civic) zoning district allows for an Electric Utility Substation use, and is consistent with the existing PF (Public Facilities) land use designation. The existing use is not a permitted use in the R-E (Residence Estates) zoning district.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The access to the subject site is provided along Rainbow Boulevard. This street is adequate in size to meet the requirements of the proposed zoning district.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 11

**NOTICES MAILED** 538 (By City Clerk)

**APPROVALS** 2

**PROTESTS** 2

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-40052** APN: 138-02-401-001

Name of Property Owner: Nevada Power Company

Name of Applicant: City of Las Vegas

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Peter Lowenstein

RECEIVED
OCT 27 2010

Subscribed and sworn before me

This 25th day of October, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** Rezoning

**Project Address (Location)** East alignment of Rainbow Blvd. 100 feet North of Delphinium Ave.

**Project Name** NV Energy Substation **Proposed Use** Electric Utility Sub

**Assessor's Parcel #(s)** 138-02-401-001 **Ward #** 6 (Ross)

**General Plan:** existing PF proposed N/A **Zoning:** existing R-E proposed C-V

**Commercial Square Footage** N/A **Floor Area Ratio** N/A

**Gross Acres** 2.02 **Lots/Units** 1 **Density** N/A

**Additional Information** To amend the zoning district from R-E to C-V for an existing NV Energy Electric Utility Substation.

**PROPERTY OWNER** Nevada Power Company **Contact** Tom Dombrowski

**Address** PO Box 98910 **Phone:** **Fax:**

**City** Las Vegas **State** NV **Zip** 89193

**E-mail Address**

**APPLICANT** City of Las Vegas **Contact** Peter Lowenstein

**Address** 731 S 4th Street **Phone:** (702) 229-6301 **Fax:** (702) 385-7268

**City** Las Vegas **State** NV **Zip** 89101

**E-mail Address**

**REPRESENTATIVE** **Contact**

**Address** **Phone:** **Fax:**

**City** **State** **Zip**

**E-mail Address**

**Property Owner Signature*** Peter Lowenstein

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Peter Lowenstein

Subscribed and sworn before me

This 25th day of October, 20 10.

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

*FOR DEPARTMENT USE ONLY*

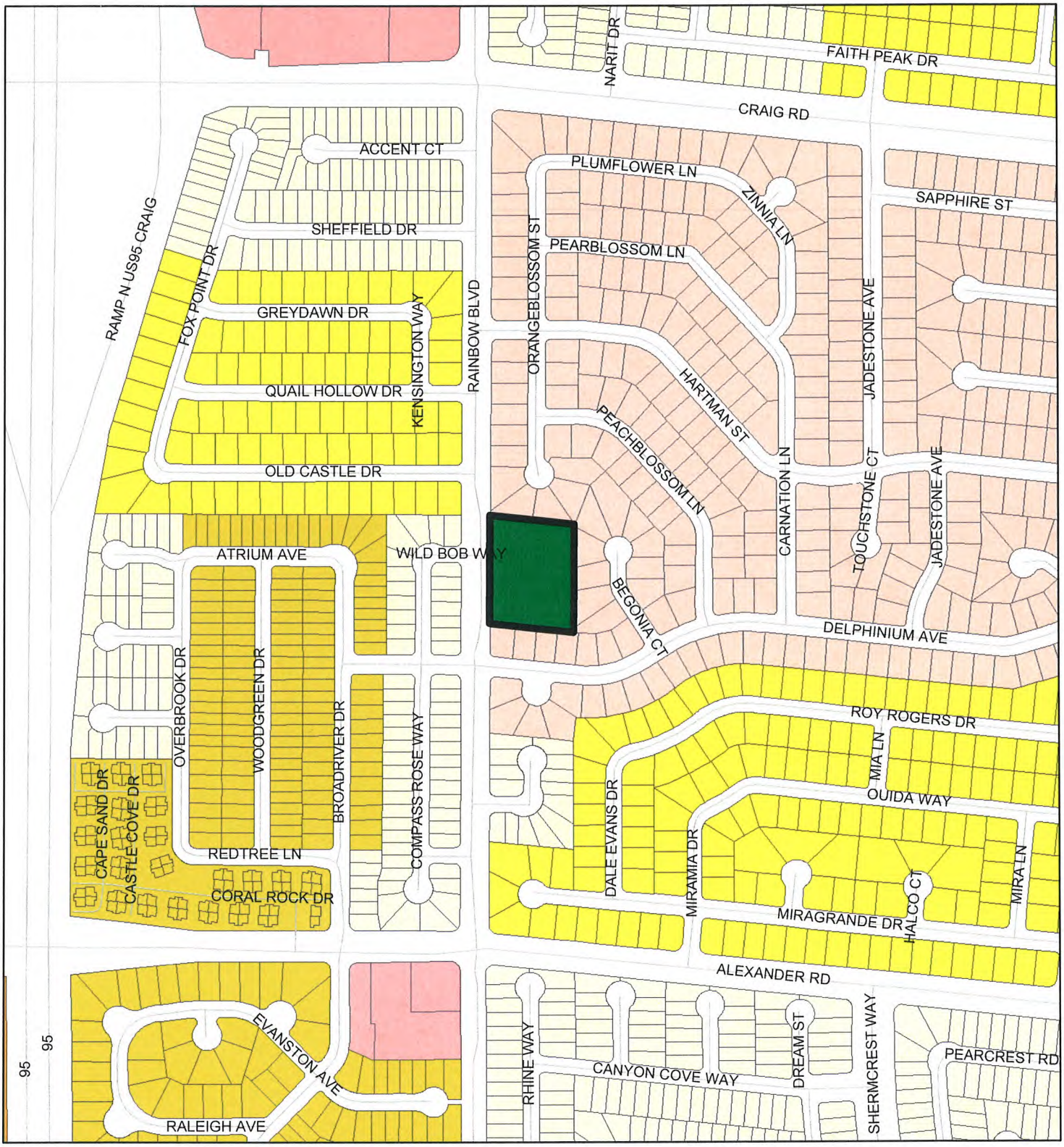
| | |
|---|---|
| Case # | ZON-40052 |
| Meeting Date: | 12/16/10 |
| Total Fee: | $ 1,200.00 |
| Date Received:* | 10/25/10 |
| Received By: | |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

# REZONING Parcel: 138-02-401-001
# ZON - 40052




## ZONING

| | | | | |
|---|---|---|---|---|
| C-V | R-MH | R-3 | O | C-2 |
| C-PB | R-CL | R-4 | C-D | C-M |
| P-C | R-2 | R-5 | C-1 | M |
| U | R-D | R-MHP | PD | Subject Parcel |
| R-A | R-PD | P-R | T-D | City Limits |
| R-E | R-1 | N-S | TC | ROI Zoning |

## FROM R-E TO C-V


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301


Printed: October 26, 2010

PLANNING & DEVELOPMENT

ZON-40052 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY
EAST SID EOF RAINBOW BOULEVARD, NORTH OF DELPHINIUM AVENUE

11/09/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 25, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

**RE: Application ZON-40052**
**Assessor's Parcel Number 138-02-401-001**

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classification are inconsistent with possible future development. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning district of the site to C-V (Civic). Please call me at 229-4693 with any questions.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

RECEIVED
OCT 27 2010

CITY OF LAS VEGAS NEVADA

07101-001-06-09

**ZON-40052**

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

# CITY OF LAS VEGAS

**ONE MOTION / ONE VOTE**

*Planning and Development Department*
*Case Planning Division*
*731 South Fourth Street*
*Las Vegas, Nevada 89101*
*(702) 229-6301 Phone (702) 385-7268 Fax*

**SUBJECT:** **ZON-40052 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***DECEMBER 16, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***DECEMBER 15, 2010***.

Thomas Dombrowski — Signature

12/10/10 — Date

THOMAS DOMBROWSKI — Please Print Name

NV ENERGY — Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

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DEC 10 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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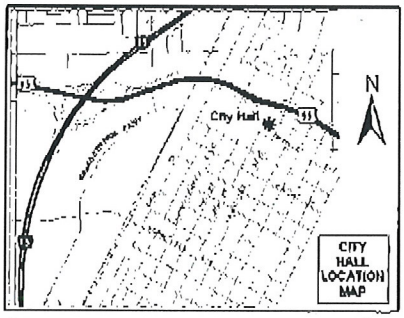
DEC 03 2010

**Return Service Requested**
**Official Notice of Public Hearing**




RECEIVED
DEC 06 2010

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40052**
Planning Commission Meeting of 12/16/2010

Case: ZON-40052
13802310035
VINING DAVID K
6601 PEARBLOSSOM LN
LAS VEGAS NV 89108-5647

7A

City of Las Vegas Agenda Item No.: **46.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

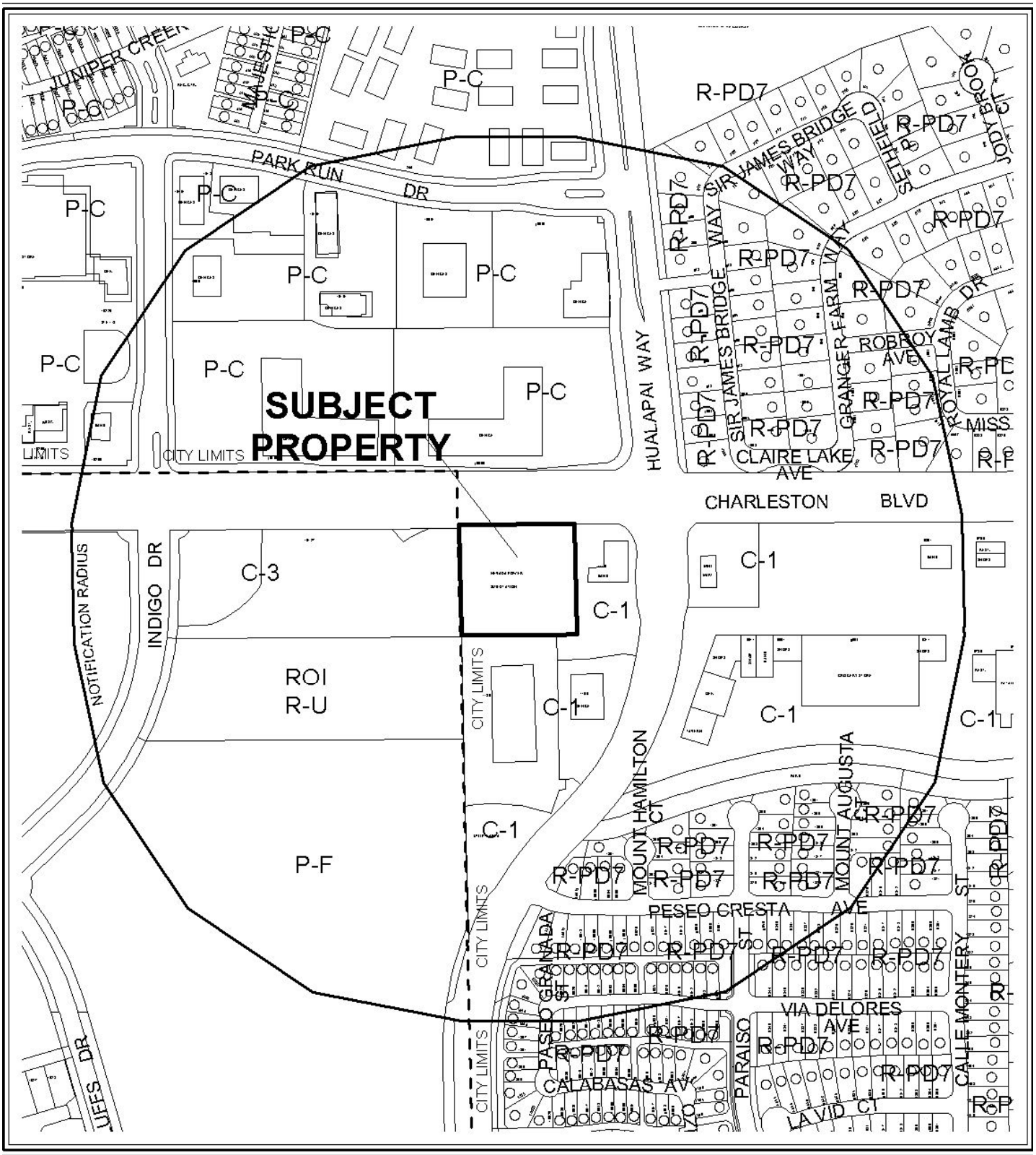
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
ZON-40053 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-V (CIVIC) on 1.96 acres at 10041 West Charleston Boulevard (APN 163-06-101-001), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **0** | **Planning Commission Mtg.** | **3** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the December 16, 2010 Planning Commission Meeting Item ZON-40053




0 300 600 Feet

**CASE:** **ZON-40053**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

**PROPOSED ZONING OF SUBJECT PROPERTY:** C-V (CIVIC)

N

0 300 600 Feet

**CASE:** **ZON-40053**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

**PROPOSED ZONING OF SUBJECT PROPERTY:** C-V (CIVIC)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **ZON-40053** | Staff recommends APPROVAL. | N/A |

RG

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This application is a request for a Rezoning of property from C-1 (Limited Commercial) to C-V (Civic) on 1.96 acres located at 10041 West Charleston Boulevard. The purpose of the Rezoning is to amend the zoning designation to match the existing PF (Public Facilities) General Plan land use designation. The property contains an Electric Utility Substation and a Wireless Communication Facility, Non-Stealth Design. The existing uses on the property will remain as is and no new development is proposed as part of this application. As the proposed C-V District conforms to the existing land use designation and the existing uses are permitted in the C-V Zoning District, staff recommends approval. If this application is denied, the zoning designation would remain C-1 (Limited Commercial).

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 04/04/90 | The City Council approved the request for a Rezoning (Z-0017-90) of 996.4 acres on a property located on the east side of Hualapai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue, from N-U (Non-Urban) under Resolution of Intent to R-1, R-2, R-3, R-PD7, R-PD8, R-MHP, P-R, C-1, C-2 and C-V, to R-PD3 (Residential Planned Development – 3 Units per Acre), R-PD7 (Residential Planned Development – 7 Units per Acre) and C-1 (Limited Commercial) which included the subject property. The Planning Commission and staff recommended approval. |
| 11/08/90 | The Planning Commission approved a request for a Plot Plan Review [Z-0017-90(1)] for a proposed Nevada Power Substation, on property located on the south side of Charleston Boulevard, west of Hualapai Way. The Planning and Development Department staff recommended approval. |
| 01/09/97 | The Planning Commission approved a request for a Plot Plan and Building Elevation Review [Z-0017-90(17)] on property located on the south side of Charleston Boulevard, west of Hualapai Way for a proposed 100 foot high radio transmission tower. The Planning and Development Department staff recommended approval. |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 07/26/91 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** | |
|---|---|
| 01/15/98 | A building permit (#98000845) was issued for a Wireless Communication Facility, Non-Stealth Design Tower at 10041 West Charleston Boulevard. The project was completed on 11/30/98. |
| | A building permit (#98000846) was issued for a Wireless Communication Facility, Non-Stealth Design equipment shelter at 10041 West Charleston Boulevard. The project was completed on 11/30/98. |

| ***Pre-Application Meeting*** | |
|---|---|
| 10/18/10 | A pre-application meeting was done internally, as the applicant is the City of Las Vegas. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting was not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 11/09/10 | A site visit by staff noted a well maintained Electric Utility Substation and a Wireless Communication Facility, Non-Stealth Design. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 1.96 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.04*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Electric Utility Substation and Wireless Communication Facility, Non-Stealth Design | PF (Public Facilities) | C-1 (Limited Commercial) |
| North | Office | EC (Employment Center) | P-C (Planned Community) |

| | | | |
|---|---|---|---|
| South | Mini-Storage Facility<br>Financial Institution, General (with Drive-Through)<br>Animal Hospital | SC (Service Commercial) | C-1 (Limited Commercial) |
| East | Financial Institution, General (with Drive-Through) | SC (Service Commercial) | C-1 (Limited Commercial) |
| West | Retail Center | C (Commercial) Clark County | C-3 (General Commercial) Clark County |

| ***Master Plan Areas*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | X | N/A |
| **Trails** | X | | Y |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

| ***Street Name*** | ***Functional Classification of Street(s)*** | ***Governing Document*** | ***Street Width (Feet)*** | ***Compliance with Street Section*** |
|---|---|---|---|---|
| ***Charleston Boulevard*** | Primary Arterial | Master Plan of Streets and Highways | 100 | Y |

**ANALYSIS**

The property contains an Electric Utility Substation and a Wireless Communication Facility, Non-Stealth Design. The existing uses will remain and no new development is proposed as part of this application. The site is adjacent to an existing striped bike lane (Summerlin Bike Trail) located on Charleston Boulevard, which will not be impacted by this request. The proposed rezoning from C-1 (Limited Commercial) to the C-V (Civic) Zoning District will be consistent

with the PF (Public Facilities) General Plan land use designation of the 2020 Las Vegas Master Plan (Southwest Sector). The C-V (Civic) Zoning District is intended for public and quasi-public uses such as schools, libraries, public parks, electrical transmission facilities and other public utility facilities; therefore, staff recommends approval.

**FINDINGS (ZON-40053)**

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district conforms to the existing PF (Public Facilities) General Plan land use designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-V (Civic) zoning district would permit school, libraries, public parks, electrical transmission facilities and other public utility facilities that are compatible with the surrounding land uses and zoning district.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed C-V (Civic) zoning district allows for Electric Utility Substation and Wireless Communication Facility, Non-Stealth Design uses. Although both uses are allowed in the C-1 (Limited Commercial) zoning district, the current zoning is not consistent with the PF (Public Facilities) General Plan land use designation.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The access to the subject site is provided along Charleston Boulevard. This street is adequate in size to meet the requirements of the proposed zoning district.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 4

**NOTICES MAILED** 162 (By City Clerk)

**APPROVALS** 3

**PROTESTS** 0

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-40053** APN: 163-06-101-001

Name of Property Owner: Nevada Power Company

Name of Applicant: City of Las Vegas

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

RECEIVED
OCT 27 2010

Print Name: Peter Lowenstein

Subscribed and sworn before me

This 25th day of October, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** Rezoning

**Project Address (Location)** 10041 W Charleston Boulevard

**Project Name** NV Energy Substation **Proposed Use** Electric Utility Sub

**Assessor's Parcel #(s)** 163-06-101-001 **Ward #** 2 (Wolfson)

**General Plan:** existing PF proposed N/A **Zoning:** existing C-1 proposed C-V

**Commercial Square Footage** N/A **Floor Area Ratio** N/A

**Gross Acres** 1.96 **Lots/Units** 1 **Density** N/A

**Additional Information** To amend the zoning district from C-1 to C-V for an existing NV Energy Electric Utility Substation.

**PROPERTY OWNER** Nevada Power Company **Contact** Tom Dombrowski

**Address** PO Box 98910 **Phone:** **Fax:**

**City** Las Vegas **State** NV **Zip** 89193

**E-mail Address**

**APPLICANT** City of Las Vegas **Contact** Peter Lowenstein

**Address** 731 S 4th Street **Phone:** (702) 229-6301 **Fax:** (702) 385-7268

**City** Las Vegas **State** NV **Zip** 89101

**E-mail Address**

**REPRESENTATIVE** **Contact**

**Address** **Phone:** **Fax:**

**City** **State** **Zip**

**E-mail Address**

**Property Owner Signature*** [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Peter Lowenstein

Subscribed and sworn before me

This 25th day of October, 2010.

[signature]

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | ZON-40053 |
| Meeting Date: | 12/16/10 |
| Total Fee: | $1,200.~~00~~ |
| Date Received:* | 10/25/10 |
| Received By: | |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

# REZONING Parcel: 163-06-101-001
# ZON - 40053

## ZONING

| | | | | |
|---|---|---|---|---|
| C-V | R-MH | R-3 | O | C-2 |
| C-PB | R-CL | R-4 | C-D | C-M |
| P-C | R-2 | R-5 | C-1 | M |
| U | R-D | R-MHP | PD | Subject Parcel |
| R-A | R-PD | P-R | T-D | City Limits |
| R-E | R-1 | N-S | TC | ROI Zoning |

## FROM C-1 TO C-V

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Planning & Development Dept.
702-229-6301

Printed: October 26, 2010

PLANNING & DEVELOPMENT

ZON-40053 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY
10041 WEST CHARLESTON BOULEVARD

11/09/10

ZON-40053 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY
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October 25, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

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Dear Mr. Gebeke:

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Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

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City Manager
Elizabeth N. Fretwell

RECEIVED
OCT 27 2010

CITY OF LAS VEGAS NEVADA
07101-001-06-09

**ZON-40053**

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# CITY OF LAS VEGAS

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*Las Vegas, Nevada 89101*
*(702) 229-6301 Phone (702) 385-7268 Fax*

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Thomas Dombrowski — Signature

12/10/10 — Date

THOMAS DOMBROWSKI — Please Print Name

NV ENERGY — Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

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DEC 10 2010

8

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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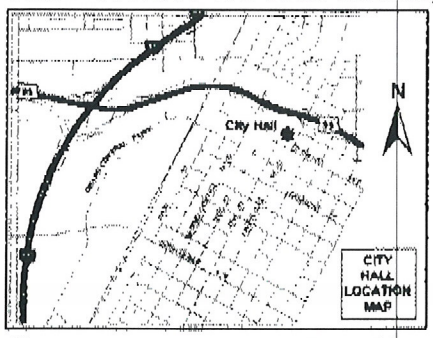
**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40053**

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 06 2010

Case: ZON-40053
16306221001
BERNARD HARRIET REVOCABLE TRUST
1349 PASEO GRANADA ST
LAS VEGAS NV 89117-7522

8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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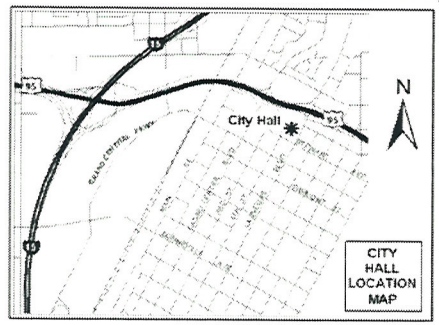


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Please use available blank space on card for your comments.

**ZON-40053**
Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

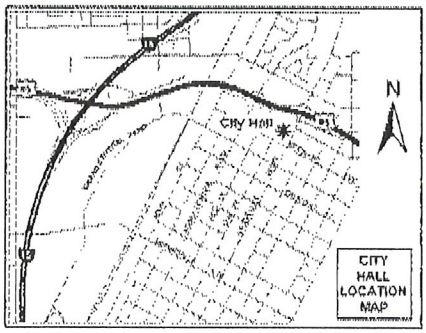
Case: ZON-40053
16401601001
LUTHERAN SECONDARY SCHOOL ASSN
2015 S HUALAPAI WY
LAS VEGAS NV 89117-6949

8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**ZON-40053**
Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 10 2010

8A

City of Las Vegas Agenda Item No.: **47.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

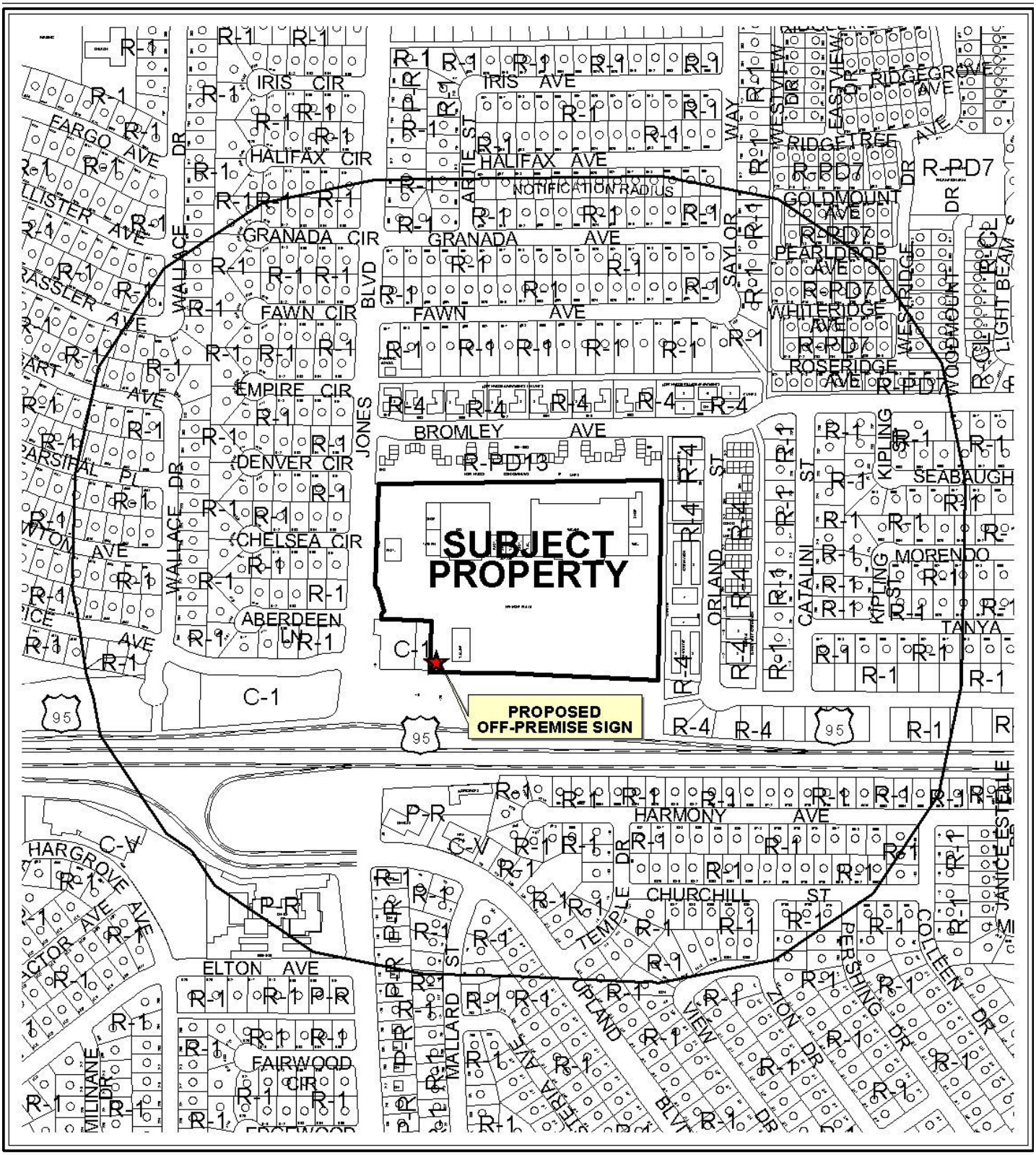
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
VAR-39433 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **9** | **Planning Commission Mtg.** | **4** |
| **City Council Meeting** | **5** | **City Council Meeting** | **2** |

**RECOMMENDATION:**
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

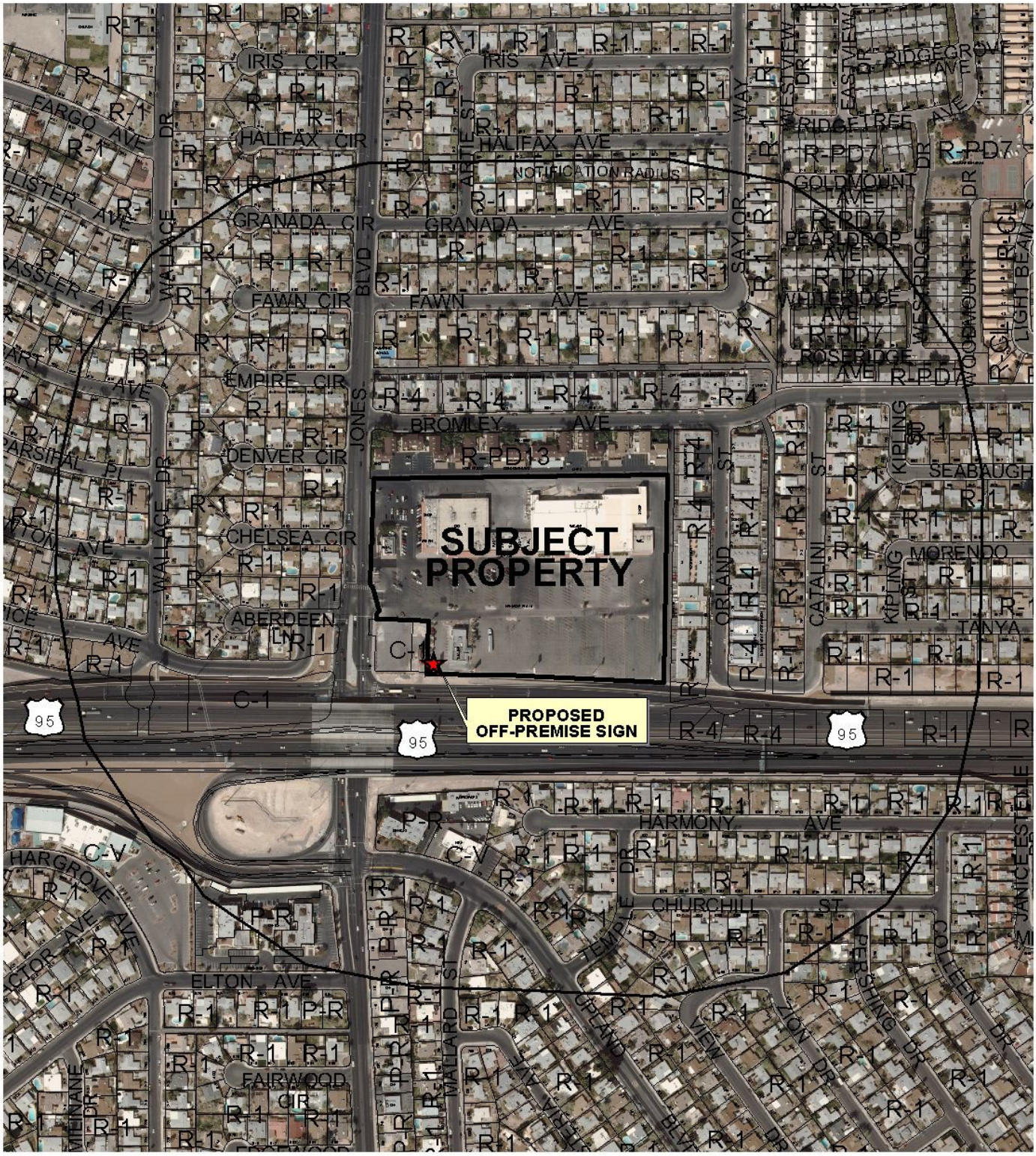
**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps - VAR-39433 and SUP-39432
2. Conditions and Staff Report - VAR-39433 and SUP-39432
3. Supporting Documentation
4. Photos - VAR-39433 and SUP-39432
5. Justification Letter - VAR-39433 and SUP-39432
6. Protest/Support Postcards for VAR-39433 and SUP-39432
7. Backup referenced from the October 21, 2010 Planning Commission Meeting for Items – VAR-39433 and SUP-39432




**CASE:** **VAR-39433 AND SUP-39432**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)




**CASE:** **VAR-39433 AND SUP-39432**

**RADIUS:** 1000 FT

**ZONING OF SUBJECT PROPERTY:** C-1 (LIMITED COMMERCIAL)

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC.**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 15, 2010 CITY COUNCIL MEETING AT THE APPLICANT'S REQUEST***

**** STAFF RECOMMENDATION(S) ****

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **VAR-39433** | Staff recommends DENIAL, if approved subject to conditions: | N/A |
| **SUP-39432** | Staff recommends DENIAL, if approved subject to conditions: | VAR-39433 |

**** CONDITIONS ****

# VAR-39433 CONDITIONS

***Planning and Development***

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-39432) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

# SUP-39432 CONDITIONS

***Planning and Development***

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Off-Premise Sign use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-39433) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department. The existing sign at 110 North Jones Boulevard shall be removed prior to the issuance of any building permit for the proposed sign. A demolition permit is required.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. This Special Use Permit shall be reviewed in three year(s), at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

7. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

8. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

9. Only one advertising sign is permitted per sign face.

10. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit and Variance shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

11. The Off-Premise Sign supporting structure shall be redesigned to include finish materials that complement the existing on-site building. The entire face-area of both sides of the Off-Premise Sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

12. Bird deterrent devices shall be installed on the sign.

13. A Demolition Permit shall be obtained, prior to the removal of the existing Off-Premise Sign.

14. The protective island at the base of the sign shall be curbed and ground cover shall be provided. The island shall not reduce required drive aisles to less than 24 feet.

15. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

16. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

***Public Works***

17. The proposed off premise sign shall not be located within the public right-of-way or interfere with Site Visibility Restriction Zones. The sign base shall not be located within existing or proposed public sewer or drainage easements.

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This request is for the removal of an existing 50-foot tall, 14-foot by 48-foot Off-Premise Sign, located at 110 North Jones Boulevard, and to permit a 65-foot tall, 14-foot by 48-foot Off-Premise Sign located at 120 North Jones Boulevard. An existing 25-foot On-Premise Freestanding Sign is presently located where the proposed Off-Premise Sign is to be installed; the applicant has indicated that this sign will be removed. The proposed Off-Premise Sign does not meet the minimum requirements of Title 19.14, as indicated by the request for the height Variance, and staff recommends denial. If denied, the existing 50-foot, tall 14-foot by 48-foot Off-Premise Sign would remain.

## ISSUES

- An Off-Premise Sign use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Due to the height of the proposed sign, approval of a Variance (VAR-39433) is required to approve the associated request for a Special Use Permit (SUP-39432).

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 01/22/97 | The City Council approved a Special Use Permit (U-0107-96) to allow a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval. |
| 02/20/02 | The City Council approved the Required Five-Year Review [U-0107-96(1)] of an approved Special Use Permit (U-0107-96) for a 14-foot by 48-foot (672 square feet each side) Off-Premise at 110 North Jones Boulevard. The Planning Commission and staff recommended approval. |
| 07/07/04 | The City Council approved a Required Two-Year Review (RQR-3686) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval. |
| 09/06/06 | The City Council approved a Required Two-Year Review (RQR-13987) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval. |

| | |
|---|---|
| 10/01/08 | The City Council approved a Required Two-Year Review (RQR-28940) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval. |
| 10/21/10 | The Planning Commission voted (6-0-1/rt) to recommend APPROVAL of companion items VAR-39433 and SUP-39432 (PC Agenda Items #51-52/jg). |
| 11/17/10 | The City Council voted to hold this item in abeyance to the December 15, 2010 City Council meeting. |
| 12/15/10 | The City Council voted to hold this item in abeyance to the January 19, 2011 City Council meeting |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 09/28/00 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** | |
|---|---|
| 02/17/97 | A building permit (97003468) was issued for a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard. The permit was finaled on 03/04/97. |
| 08/19/04 | A building permit (04019099) was issued under plan check L-3214-04 to relocate the existing billboard due to the widening of US-95. The permit was re-issued on 07/10/08 and a letter from a Profession Engineer licensed with the State of Nevada was provided in lieu of a #225 Final Inspection per Title 19.14.100(D)6.b. |

| ***Pre-Application Meeting*** | |
|---|---|
| 08/27/10 | A pre application meeting was held with the applicant, where the submittal requirements for a Special Use Permit and Variance were discussed. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting was not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 09/16/10 | The site contains an existing 50-foot Off-Premise Sign, with a storage container at the base containing equipment, ripped chain link fencing and no bird deterrent devices. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 14.49 |

| *Surrounding Property* | *Existing Land Use Per Title 19.04* | *Planned or Special Land Use Designation* | *Existing Zoning District* |
|---|---|---|---|
| Subject Property | Shopping Center | SC (Service Commercial) | C-1 (Limited Commercial) |
| North | Condominiums | M (Medium Density Residential) | R-PD13 (Residential Planned Development – 13 Units per Acre) |
| South | Right-of-Way (US 95) | Right-of-Way (US 95) | Right-of-Way (US 95) |
| East | Apartments | M (Medium Density Residential) | R-4 (High Density Residential) |
| West | Single Family Residential | L (Low Density Residential) | R-1 (Single Family Residential) |

| *Master Plan Areas* | *Yes* | *No* | *Compliance* |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | | |
| A-O (Airport Overlay) District (175 feet) | X | | Y |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

**DEVELOPMENT STANDARDS**

| **Standards** | *Code Requirement* | *Provided* | *Compliance* |
|---|---|---|---|
| Location | No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas | Sign is not in right-of-way and is not located within the Off-Premise Sign Exclusionary Zone | Y |

| | | | |
|---|---|---|---|
| Zoning | Off-Premise Signs are permitted in the C-1, C-2, C-V, C-M and M Zoning Districts only | Sign is in C-1 Zoning District | Y |
| Area | No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet. | 672 square feet with no embellishments | Y |
| Height | An Off-Premise Sign within 150 feet of the right-of way of an elevated freeway or highway to which it is oriented may be erected 30 feet above the elevation of the elevated roadway surface nearest the sign. | 65 feet (58 feet above US-95) | N |
| Screening | All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view. | All structural elements screened from view | Y |
| Off-Premise Sign | At least 750 feet to another Off-Premise Sign along US-95 | Approximately 830 feet | Y |
| Off-Premise Sign | At least 300 feet to the nearest property line of a lot in any "R" zoned district. | Approximately 308 feet from closest residentially-zoned property | Y |

| | | | |
|---|---|---|---|
| Other | All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes. | The Off-Premise Sign is permanently secured to the ground on C-1 (Limited Commercial) zoned property. | Y |

| ***Functional Classification of Street(s)*** | ***Governing Document*** | ***Street Width (Feet)*** | ***Compliance with Street Section*** |
|---|---|---|---|
| ***Jones Boulevard: Secondary Collector*** | Master Plan of Streets and Highways | 80 | Y |

**ANALYSIS**

An Off-Premise Sign use is defined by Title 19.20.020 as "any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not located nor available on the lot where the sign is erected or placed."

The subject site contains an existing Shopping Center and is located in the Airport Overlay District (175 feet); the proposed Off-Premise Sign meets the restriction of 175 feet. Title 19.14.100(C) 7(a) allows for an Off-Premise Sign within 150 feet of the right-of-way line of an elevated freeway or highway to which it is oriented to be erected 30 feet above the elevation of the elevated roadway surface nearest the sign. The Off-Premise Sign 50 feet tall would be permitted with the approval of Special Use Permit (SUP-39432), but the requested height of 65 feet is 15 feet taller than permitted, which is a 23 percent deviation, and would require approval of a variance (VAR-39433).

Since the hardship is a self-created, staff recommends denial of the Variance and consequently, staff recommends denial of this Special Use Permit request.

**FINDINGS (VAR-39433)**

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an Off-Premise Sign that is 15 feet taller than permitted by code. Alternatively, the Off-Premise Sign could be lowered to 50 feet in height to conform to Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

**FINDINGS (SUP-39432)**

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use is compatible with existing surrounding land uses; however, the height of the structure exceeds that allowed by Title 19.14, and will not be harmonious with the surrounding existing land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the existing Off-Premise Sign use. However, the height of the structure on the lot does not conform to Title 19.14 standards.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the subject sites is provided via Jones Boulevard. The sites will be sufficiently served by existing roadway facilities.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   If approved, the proposed use on this site will be subject to periodic inspection by regulatory agencies for business licensing and environmental health, and it will therefore not compromise the public health, safety and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   As conditioned, the proposed use meets all applicable conditions of Title 19.04, with the exception of the requested height of 65 feet.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 32

**NOTICES MAILED** 590 (By City Clerk)

**APPROVALS** 6

**PROTESTS** 14

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

SEP 0 2 2010

Case Number: **VAR-39433** APN: 138-25-404-004

Name of Property Owner: D&W Inc. c/o General Growth Properties (GGP)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: WENDELL E. TOBLER

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Wendell E Tobler

Print Name: WENDELL E. TOBLER

Subscribed and sworn before me

This 14 day of July, 2010

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

RECEIVED SEP 02 2010

**Application/Petition For:** Variance

**Project Address (Location)** 120 N. Jones Blvd.

**Project Name** US 95 / Jones Relocation **Proposed Use** Off-premise sign

**Assessor's Parcel #(s)** 138-25-404-004 **Ward #** 1

**General Plan:** existing SC proposed ____ **Zoning:** existing C-1 proposed ____

**Commercial Square Footage** 672 **Floor Area Ratio** ____

**Gross Acres** 12.8 **Lots/Units** ____ **Density** ____

**Additional Information** ____

**PROPERTY OWNER** D& W Inc. c/o GGP **Contact** Cynthia Stanley-Lee

**Address** 4300 Meadows Lane **Phone:** (702) 878-3331 **Fax:** ____

**City** Las Vegas **State** NV **Zip** 89107

**E-mail Address** ____

**APPLICANT** Lamar Central Outdoor, LLC **Contact** Scott Naftzger

**Address** 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

**City** Las Vegas **State** NV **Zip** 89119

**E-mail Address** snaftzger@lamar.com

**REPRESENTATIVE** Same as Applicant **Contact** ____

**Address** ____ **Phone:** ____ **Fax:** ____

**City** ____ **State** ____ **Zip** ____

**E-mail Address** ____

**Property Owner Signature*** Wendell E Tabler

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

**Print Name** WENDELL E. TABLER

Subscribed and sworn before me

This 14 day of July, 2010.

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public, State of Nevada
My Appt. Exp. ____, 2011

Revised 10/27/08

*FOR DEPARTMENT USE ONLY*

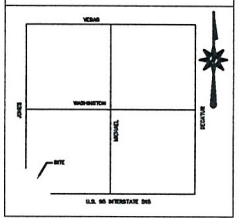
| | |
|---|---|
| **Case #** | VAR 39433 |
| **Meeting Date:** | 10.21.10 |
| **Total Fee:** | $830.- |
| **Date Received:*** | 9.2.10 |
| **Received By:** | JTA |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

| PARKING ANALYSIS | | |
|---|---|---|
| TYPE OF SPACE | TOTAL EXISTING | REQUIRED BY ZONING |
| REGULAR | 699 | 468 |
| HANDICAP | 22 | 9 |
| TOTAL | 721 | 477 |
| TAKEN BY NEW SIGN | 1 | |
| TOTAL | 720 | 477 |

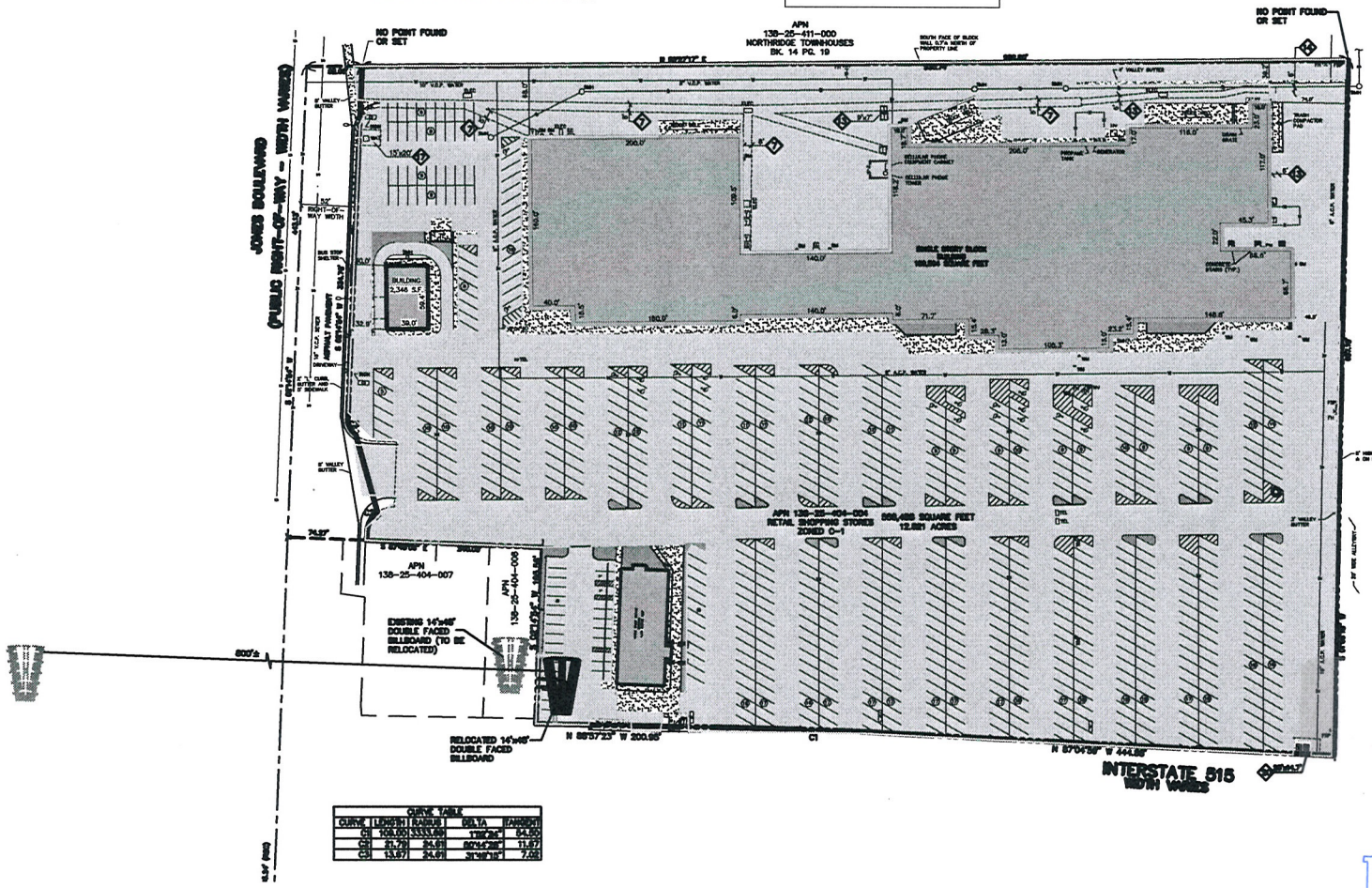
VICINITY MAP NOT TO SCALE




SCALE 1" = 80'

## BASIS OF BEARING

NORTH 00°14'54" EAST – THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN ON NEVADA HIGHWAY DEPARTMENT DRAWINGS.




*LEGEND*

- POINT FOUND AS NOTED
- STREET CENTERLINE
- PROPERTY LINE
- BUILDING LINE
- BLOCK WALL
- CHAIN LINK FENCE
- OVERHEAD POWER & TELEPHONE LINE
- EDGE OF PAVEMENT
- STREETLIGHT
- AREA LIGHT
- POWER TRANSFORMER
- ELECTRIC VAULT
- POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WATER VAULT
- SANITARY SEWER MANHOLE
- GAS METER
- ELECTRICAL CABINET
- TRASH ENCLOSURE
- SIGN
- FIRE STAND PIPE
- POWER METER
- PARKING SPACES

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT |
| C1 | 105.00 | 5333.00 | 1°07'36" | 52.50 |
| C2 | 21.79 | 24.00 | 52°02'26" | 11.67 |
| C3 | 13.67 | 24.00 | 32°36'15" | 7.05 |

**VAR-39433**
**SUP-39432**
**REVISED**

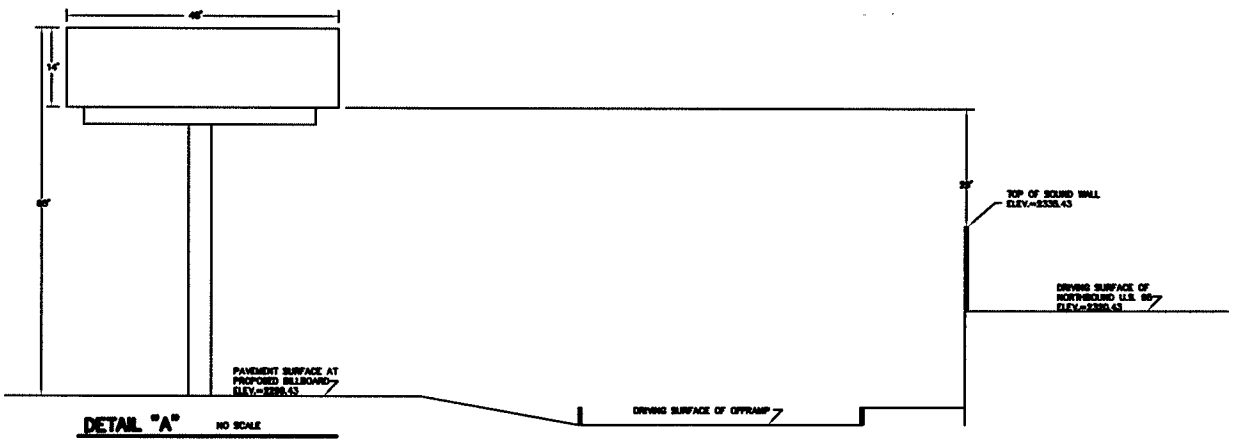
RECEIVED
SEP 28 2010

BILLBOARD PLAN
A.P.N. 138-25-404-004
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS CLARK COUNTY NEVADA

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
1290 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-5777 Fax (702) 870-2888

LAMAR ADVERTISING

1 of 2




DETAIL "A" NO SCALE

SCALE 1" = 20'

**DECLARATION:**

**OFF-PREMISES SIGNS NOT PERMITTED:**

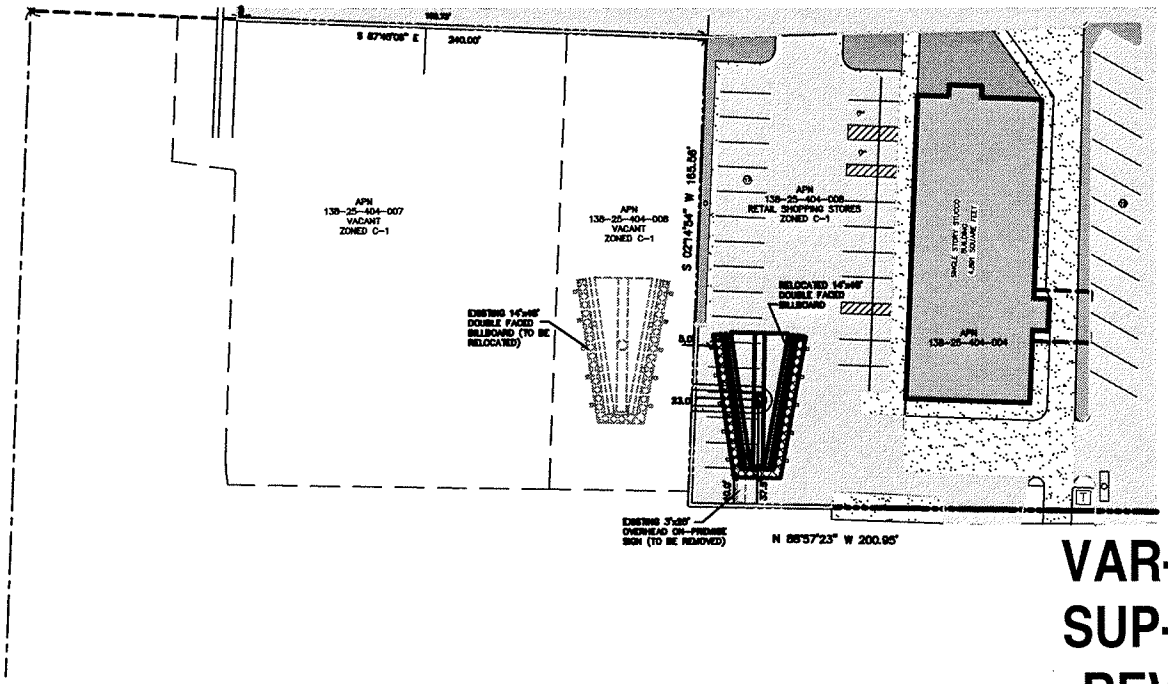
WITHIN 750' OF ANY OTHER OFF-PREMISES SIGN ALONG A FREEWAY OR FEDERAL ROUTE.

WITHIN 300' OF ANY OTHER OFF-PREMISES SIGN ON THE SAME SIDE OF A PUBLIC RIGHT-OF-WAY.

WITHIN 300' OF ANY RESIDENTIALLY ZONED PROPERTY.

WITHIN 50' OF THE POINT OF INTERSECTION OF ANY ROADWAY.

TO FLAG OVER ANY BUILDING OR STRUCTURE.




# VAR-39433
# SUP-39432
# REVISED

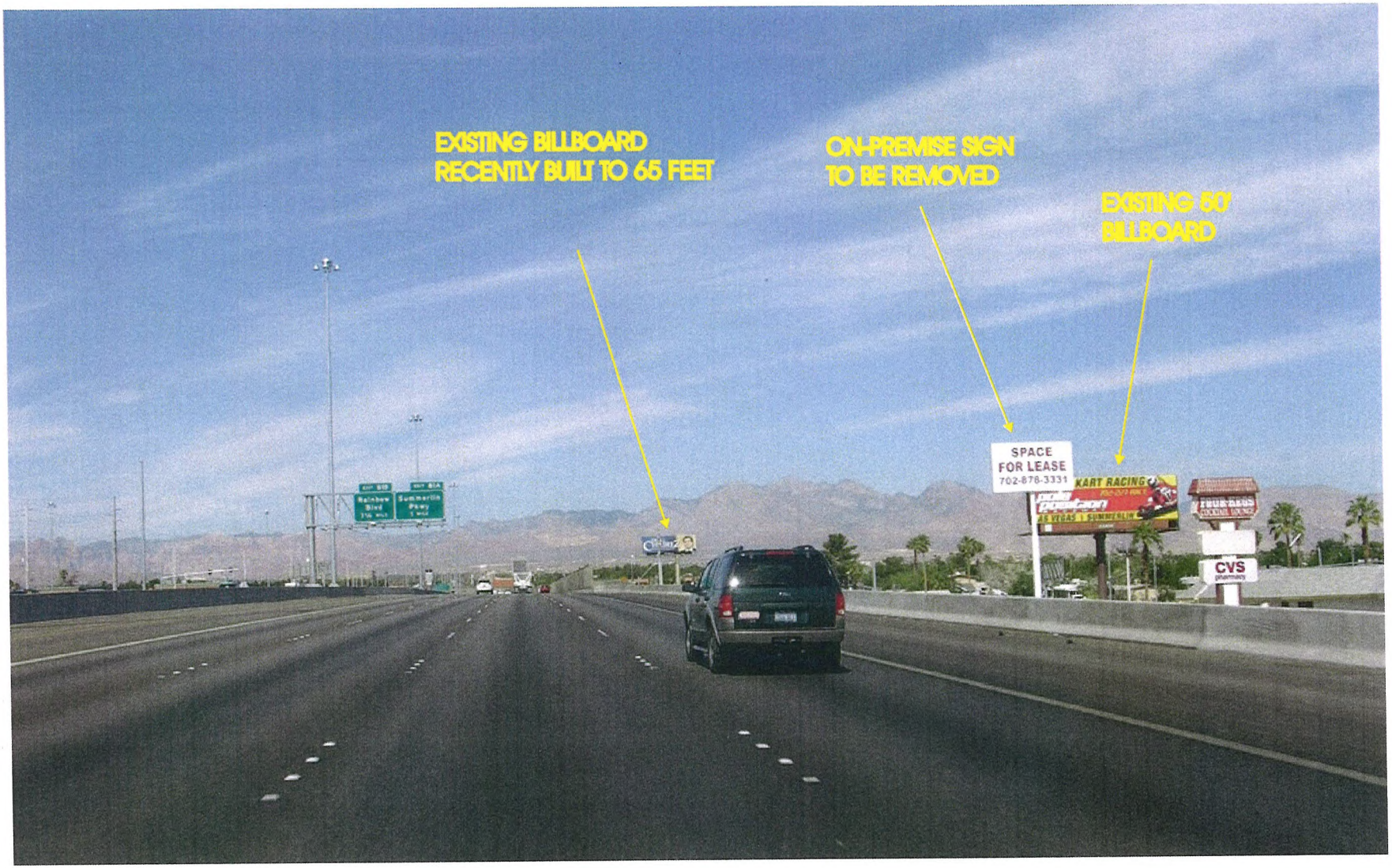
SEP 28 2010

BILLBOARD PLAN
A.P.N. 138-25-404-004
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B.&M.
CITY OF LAS VEGAS CLARK COUNTY NEVADA

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-8771 FAX (702) 870-2886

LAMAR ADVERTISING

SHEET 2 OF 2




CURRENT VIEW

RECEIVED
SEP 02 2010

**VAR-39433**
**SUP-39432**

VIEW WITH ON -PREMISE SIGN REMOVED AND BILLBOARD RELOCATED AND REBUILT TO 65'

RECEIVED
SEP 02 2010

**VAR-39433**
**SUP-39432**

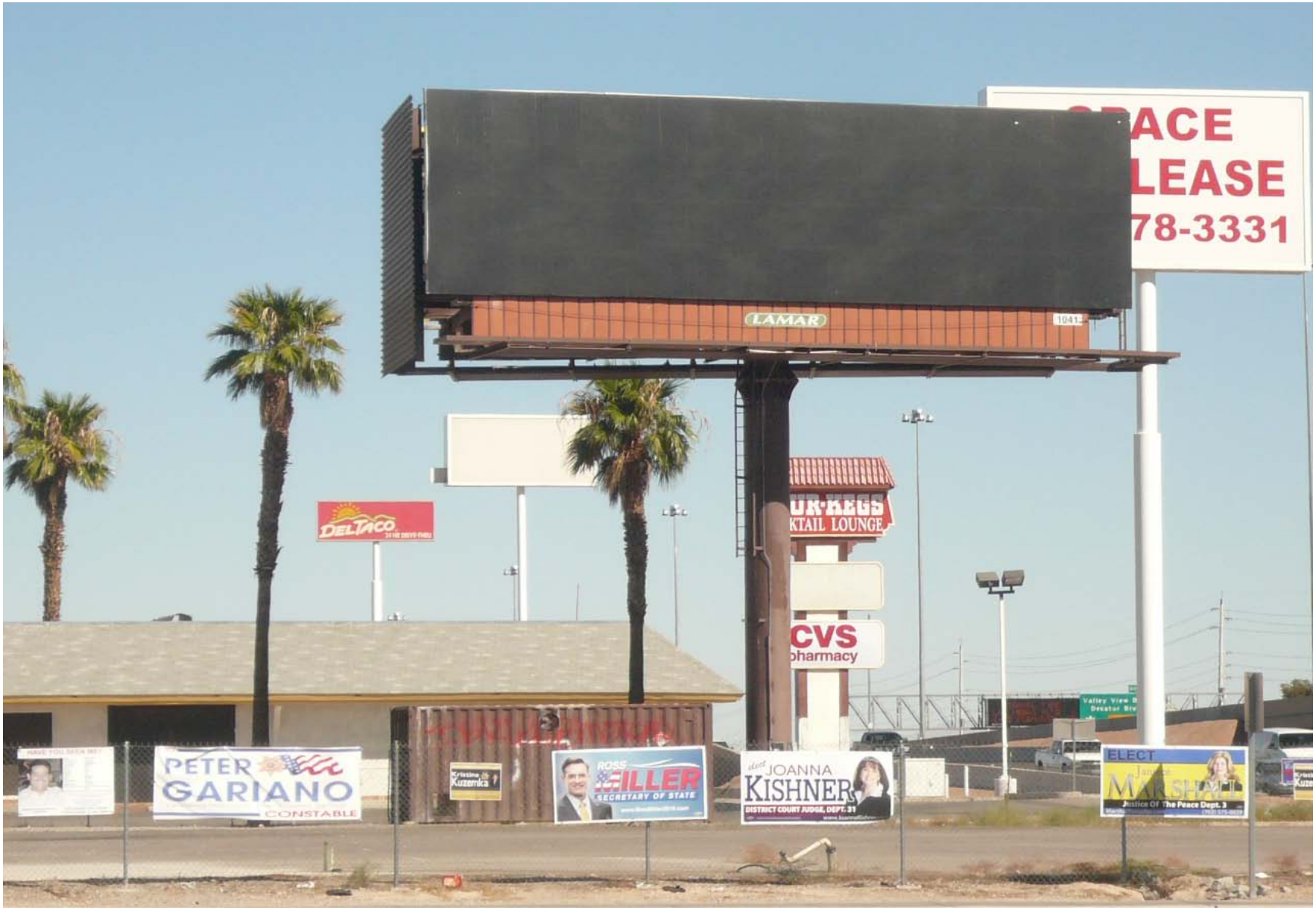
EASTBOUND VISIBILITY AT 65' OVERALL HEIGHT.

RECEIVED
SEP 0 2 2010

**VAR-39433**
**SUP-39432**

**VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.**
**120 NORTH JONES BOULEVARD**

09/16/10




**VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.**
**120 NORTH JONES BOULEVARD**

09/16/10

**VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.**
**120 NORTH JONES BOULEVARD**

09/16/10

VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

LAMAR ADVERTISING COMPANY

SEP 0 2 2010

May 17, 2010

City of Las Vegas
Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Dear Sir:

Lamar Central Outdoor, LLC ("Lamar") desires to construct a new 65' tall billboard upon the southwest portion of the property located at 120 N. Jones Blvd (APN 138-25-404-004). In conjunction with the construction of the new billboard, Lamar will remove its existing billboard (Special Use Permit U-0107-96) located upon the adjacent property at 110 N. Jones Blvd (APN 138-25-404-008). In addition, Lamar will remove the existing on-premise "For Lease" sign located on the subject property at 120 N. Jones Blvd.

With the removal of its existing billboard on the adjacent property, the new billboard will conform to all codified separation distance requirements from other billboards and residential properties. Just as the existing billboard is now, the new billboard would be within 60' of, and oriented toward, the US 95 Highway. The property upon which the proposed sign would be located is zoned C-1 and is not located in the billboard exclusionary zone.

In addition, Lamar desires a Variance to construct the new sign to an overall height of 65' due to the existence of a nearby noise abatement wall to the west of the proposed location. At 65' overall height, the sign would be 43' above the top of the sound wall which is less than the 45' allowed by code. Also, the height of 65' is consistent with the height of an existing billboard located approximately 800' to the west of the proposed site that was recently approved by the City Council. Although the code permits an existing sign to be raised to 65' with a Minor Site Development Plan Review when it is obstructed by a noise abatement wall, it requires a Variance for new signs to be permitted at 65' under the same circumstances.

This application is, in essence, a relocation of a conforming billboard with a variance to allow unobstructed viewing over a noise abatement wall. It is not the construction of an additional billboard adding to the overall number of signs in the City of Las Vegas. As

1863 Helm Drive • Las Vegas, Nevada 89119
PH. (702) 873-4600 FAX (702) 873-4344

**VAR-39433**
**SUP-39432**

well, the Variance request for 65' overall height is consistent with what the City permits for existing signs when a noise abatement wall is present.

Also, if approved, Lamar would like permission to construct the new column prior to removal of the old structure. Our plan is to use the head of the old sign with a new column, so permission to construct the new column before complete demolition of the old sign would allow us to simply lift the old head onto the new column. This would preclude the need to have a large crane and tractor trailer hauler on site twice.

Lamar respectfully requests your approval.

Sincerely,

Scott Naftzger
Lease Manager
Lamar Central Outdoor, LLC

**VAR-39433**
**SUP-39432**

11/08/2010 MON 17:25 [TX/RX NO 8513] 001

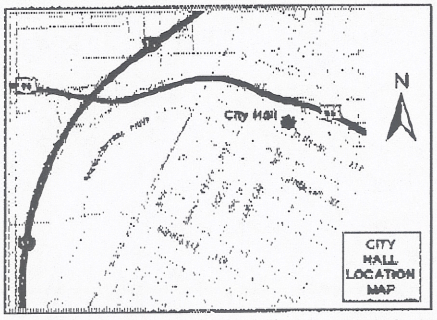
RECEIVED
CITY CLERK
2010 NOV -9 A 8:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
NOV 05 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

STEWART JOSEPH & ERMA REV LIV
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

APN#13825412041

11/08/2010 18:15 3232997125 SIEWART PAGE 01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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PITNEY BOWES
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0004279218 NOV 05 2010
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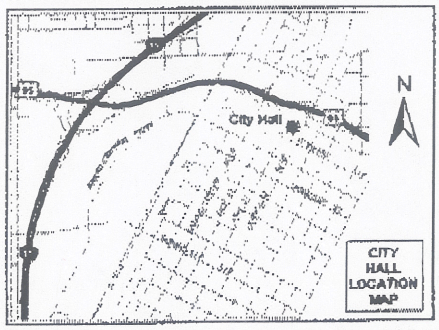
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

MEDINA JAVIER A & ANA M
3330 E UNIVERSITY
LAS VEGAS NV 89121-5139

APN#13825412023

RECEIVED
CITY CLERK
2010 NOV -8 A 11:36

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 NOV 05 2010
MAILED FROM ZIP CODE 89101

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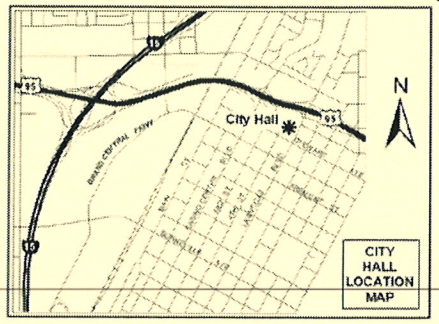


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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

RECEIVED
2010 NOV 10 A 11:25
CITY CLERK

THOMPSON VIRGINIA LIVING TRUST
THOMPSON VIRGINIA TRS
5604 TANYA AVE
LAS VEGAS NV 89107-1662

APN#13825415036

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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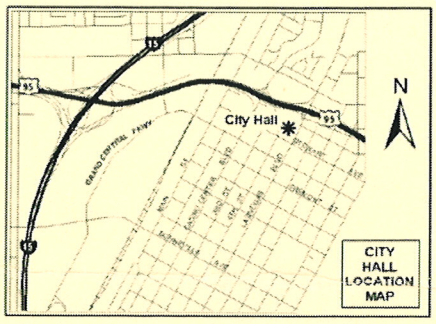
0004279218 NOV 05 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

The present code restricts height to 50 feet, not 65

RECEIVED
2010 NOV 10 A 11:25
CITY CLERK

KAL-EL L L C
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

APN#13825415097

11/17/10

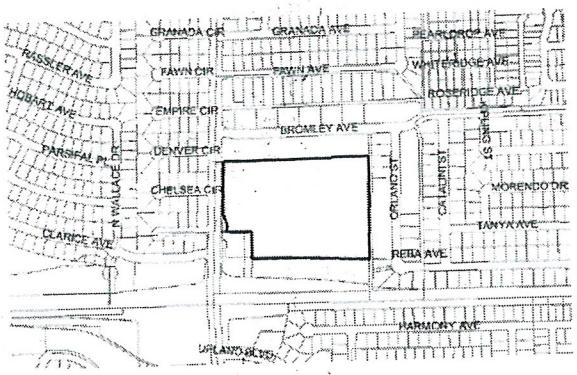
## Application Information

VAR-39433 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

50 FT. is MAXIMUM ALLOWED NO VARIANCE

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | City Council |
| **Date:** | *November 17, 2010* |
| **Time:** | 1:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

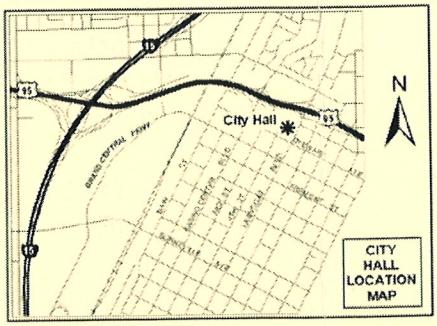
MAXIMUM MEANS JUST THAT

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 NOV 05 2010
MAILED FROM ZIPCODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

2010 NOV 16 A 11:11
RECEIVED CITY CLERK

CHRISTENSEN GLENN D
5712 WHITERIDGE AVE
LAS VEGAS NV 89107-1508

APN#13825316044

11/17/10 A

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 NOV05 2010
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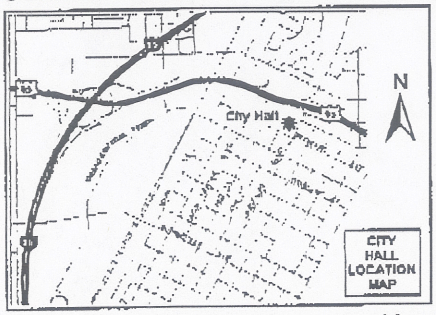
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

BAUGHMAN JAMES JEFF
5472 FLORINE ST
LAS VEGAS NV 89130-2502

APN#13825310019

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CITY CLERK
2010 NOV -9 A 8:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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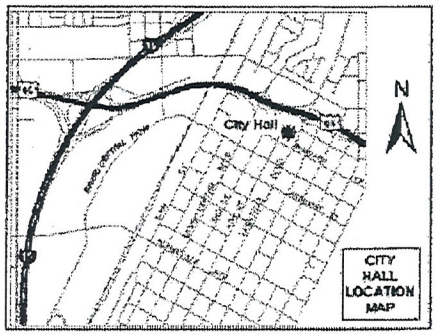
0004279218 NOV05 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
City Council Meeting of 11/17/2010

CHADWICK DAVID B
1157 FAN CORAL AVE
LAS VEGAS NV 89123-5304

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2010 NOV -9 P 2:40

APN#13836119003

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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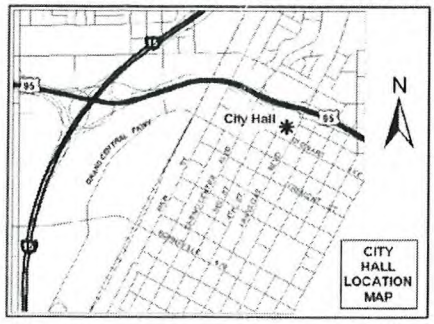
0004279218
$ 00.41⁴
OCT 08 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

RECEIVED
OCT 14 2010

Case: VAR-39433
13825314026
KUCZKOWSKI JOHN P & DONNA M
5900 GRANADA AVE
LAS VEGAS NV 89107-1465

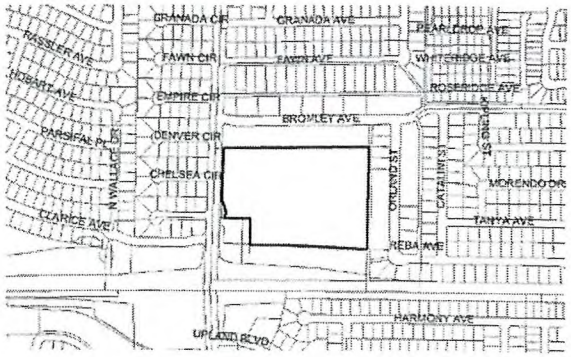
## Application Information

**VAR-39433 - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC.** - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

**SUP-39432 - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC.** - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

THERE'S ALREADY TOO MANY TALL SIGNS IN THIS AREA, WE DON'T NEED ONE THAT TOWERS OVER THE OTHERS

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | Planning Commission |
| **Date:** | ***October 21, 2010*** |
| **Time:** | 6:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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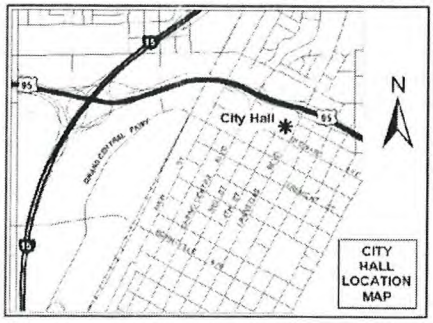
**Return Service Requested**
**Official Notice of Public Hearing**




There are too many signs along the 95 at this time. Including 2 that flash lights into our home all night. Lthm PRY

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13826812011
PRY MIMI MICHELLE M & LANCE A
312 N WALLACE DR
LAS VEGAS NV 89107-0215

RECEIVED
OCT 14 2010

## Application Information

**VAR-39433 - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC.** - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

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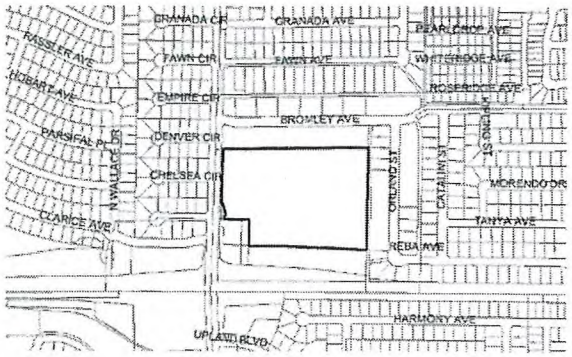
NO

## Application Location

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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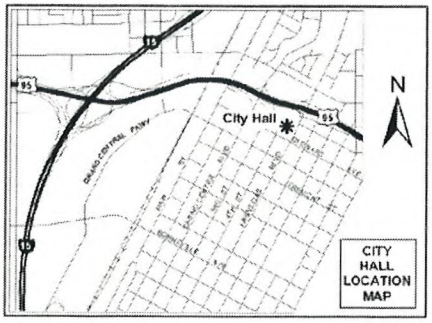
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415036
THOMPSON VIRGINIA LIVING TRUST
5604 TANYA AVE
LAS VEGAS NV 89107-1662

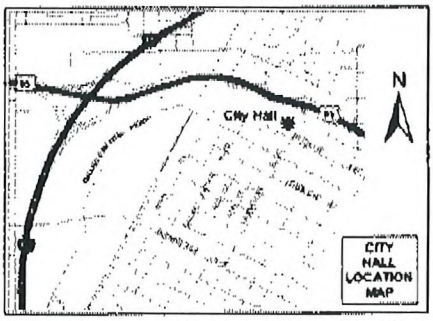
OCT 18 2010

Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 08 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825412041
STEWART JOSEPH & ERMA REV LIV TR
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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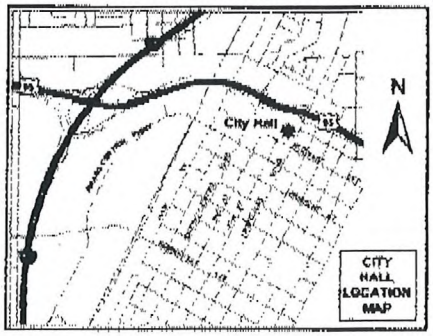
**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825412023
MEDINA JAVIER A & ANA M
3330 E UNIVERSITY
LAS VEGAS NV 89121-5139

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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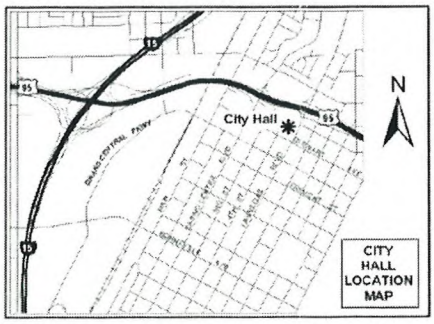
**Return Service Requested**
**Official Notice of Public Hearing**

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415097
SKARI LILLIAN E
10204 MIDDLE RIDGE DR
LAS VEGAS NV 89134-7606

RECEIVED
OCT 18 2010

FWD

89134@9998

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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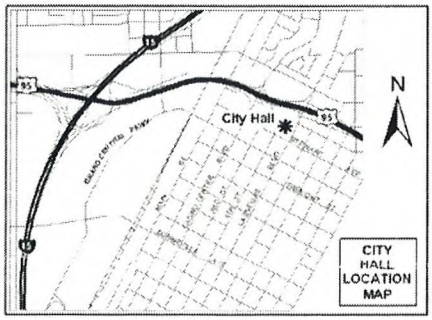
OCT 08 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**




No reason for a variance.

RECEIVED
OCT 14 2010

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825415098
KAL-EL L L C
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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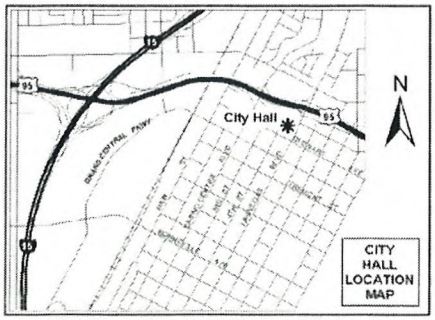
**Official Notice of Public Hearing**




RECEIVED
OCT 14 2010

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825310029
MARKHOUSE EDWARD F & CAROL M
5808 FAWN AVE
LAS VEGAS NV 89107-1429

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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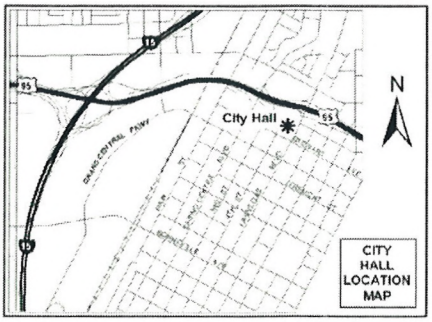
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825411028
BUI AN-DON
16050 CARLETON ST
FOUNTAIN VALLEY CA 92708-1319

RECEIVED
OCT 18 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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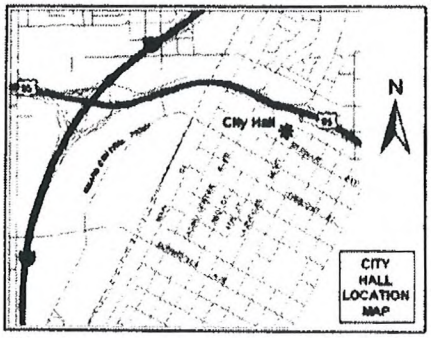
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825415088
FIRMENICH GILBERT
5517 TANYA AVE
LAS VEGAS NV 89107-1630

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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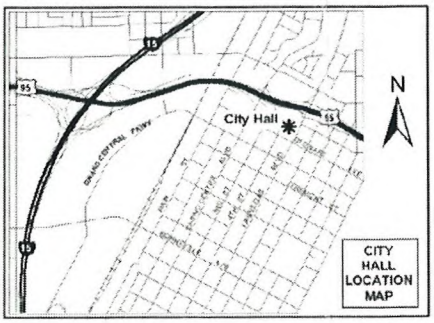
0004279218 OCT 08 2010
MAILED FROM ZIP CODE 89101

**Return Service Requested**
**Official Notice of Public Hearing**

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825411012
DANG TYFFANI MAI
16050 CARLETON ST
FOUNTAIN VALLEY CA 92708-1319

RECEIVED
OCT 18 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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02 1M $ 00.41⁴
0004279218 OCT08 2010
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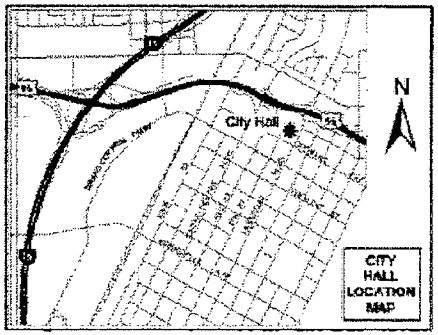
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-39433 & SUP-39432**
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13836119003
CHADWICK DAVID B
1157 FAN CORAL AVE
LAS VEGAS NV 89123-5304

City of Las Vegas Agenda Item No.: **48.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

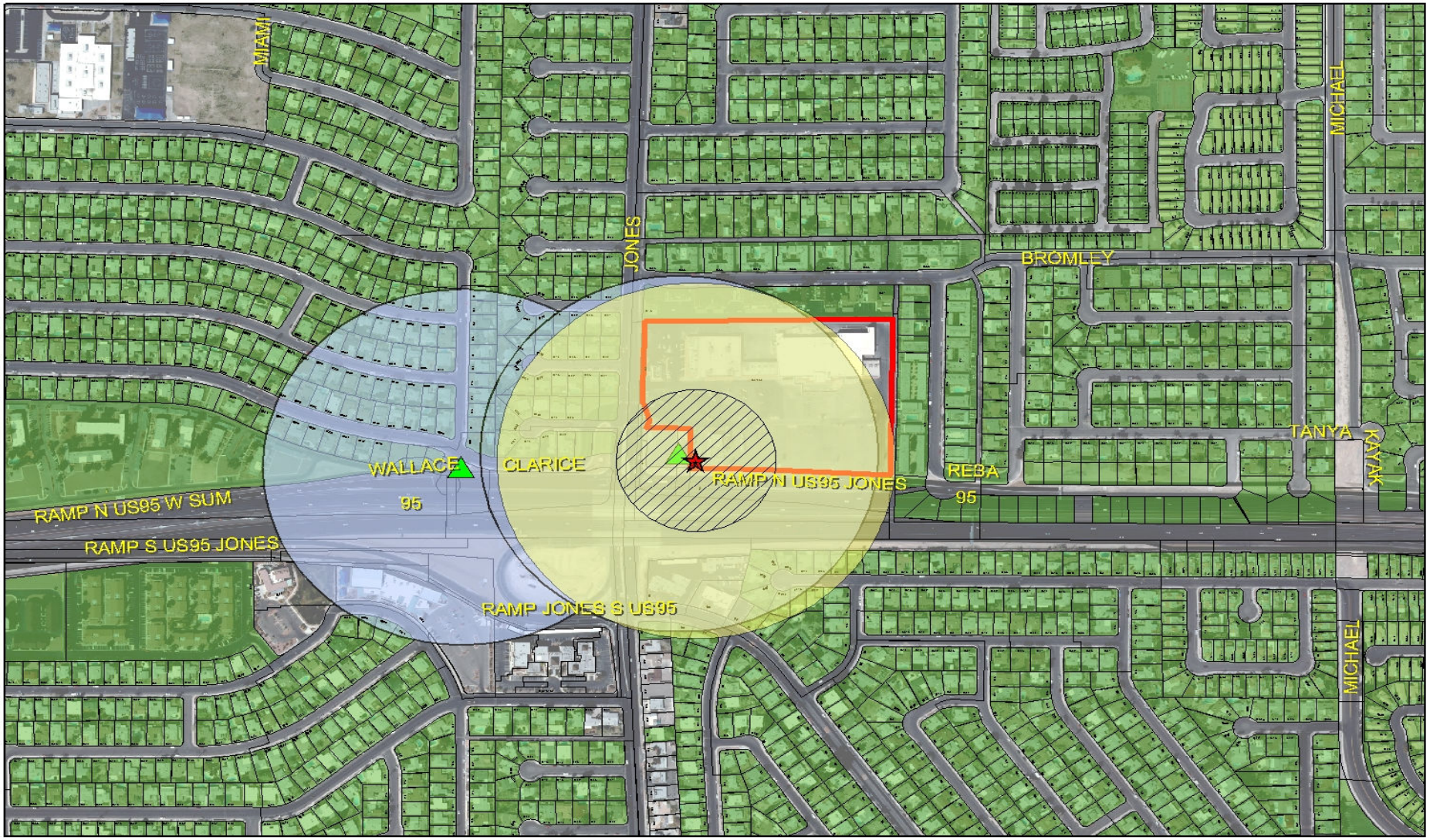
**SUBJECT:**
SUP-39432 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65-FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **9** | **Planning Commission Mtg.** | **4** |
| **City Council Meeting** | **5** | **City Council Meeting** | **2** |

**RECOMMENDATION:**
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**
1. Consolidated Backup
2. Special Map
3. Supporting Documentation
4. Protest/Support Postcards

**Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.**




**SUP-39432**

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- Proposed Billboard

**City of Las Vegas Billboard Data**

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Proposed 300 Foot Billboard Buffer
- Proposed 750 Foot Freeway Billboard Buffer
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

SEP 0 2 2010

Case Number: **SUP-39432** APN: 138-25-404-004

Name of Property Owner: D&W, Inc. c/o General Growth Properties (GGP)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: WENDELL E. TOBLER

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Wendell E Tobler

Print Name: WENDELL E TOBLER

Subscribed and sworn before me

This 14 day of July, 2010

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

SEP 0 2 2010

## APPLICATION / PETITION FORM

**Application/Petition For:** Special Use Permit

**Project Address (Location)** 120 N. Jones Blvd

**Project Name** US 95 / Jones Relocation - BILLBOARD **Proposed Use** Off-premise sign

**Assessor's Parcel #(s)** 138-25-404-004 **Ward #** 1

**General Plan:** existing SC proposed ____ **Zoning:** existing C-1 proposed ____

**Commercial Square Footage** 672 **Floor Area Ratio** ____

**Gross Acres** 12.8 **Lots/Units** ____ **Density** ____

**Additional Information** Application for a new billboard in conjunction with the removal of an existing billboard on an adjacent property.

**PROPERTY OWNER** D&W Inc. c/o GGP **Contact** Cynthia Stanley-Lee

**Address** 4300 Meadows Lane **Phone:** (702) 878-3331 **Fax:** ____

**City** Las Vegas **State** NV **Zip** 89107

**E-mail Address** ____

**APPLICANT** Lamar Central Outdoor, LLC **Contact** Scott Naftzger

**Address** 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

**City** Las Vegas **State** NV **Zip** 89119

**E-mail Address** snaftzger@lamar.com

**REPRESENTATIVE** Same as Applicant **Contact** ____

**Address** ____ **Phone:** ____ **Fax:** ____

**City** ____ **State** ____ **Zip** ____

**E-mail Address** ____

**Property Owner Signature*** Wendell E Tobler

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** WENDELL E TOBLER

Subscribed and sworn before me

This 17 day of July, 2010.

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

***FOR DEPARTMENT USE ONLY***

| | |
|---|---|
| **Case #** | SUP 39432 |
| **Meeting Date:** | 10.21.10 |
| **Total Fee:** | $1,030.— |
| **Date Received:*** | 9.2.10 |
| **Received By:** | JFR |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Please refer to VAR-39433 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **49.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

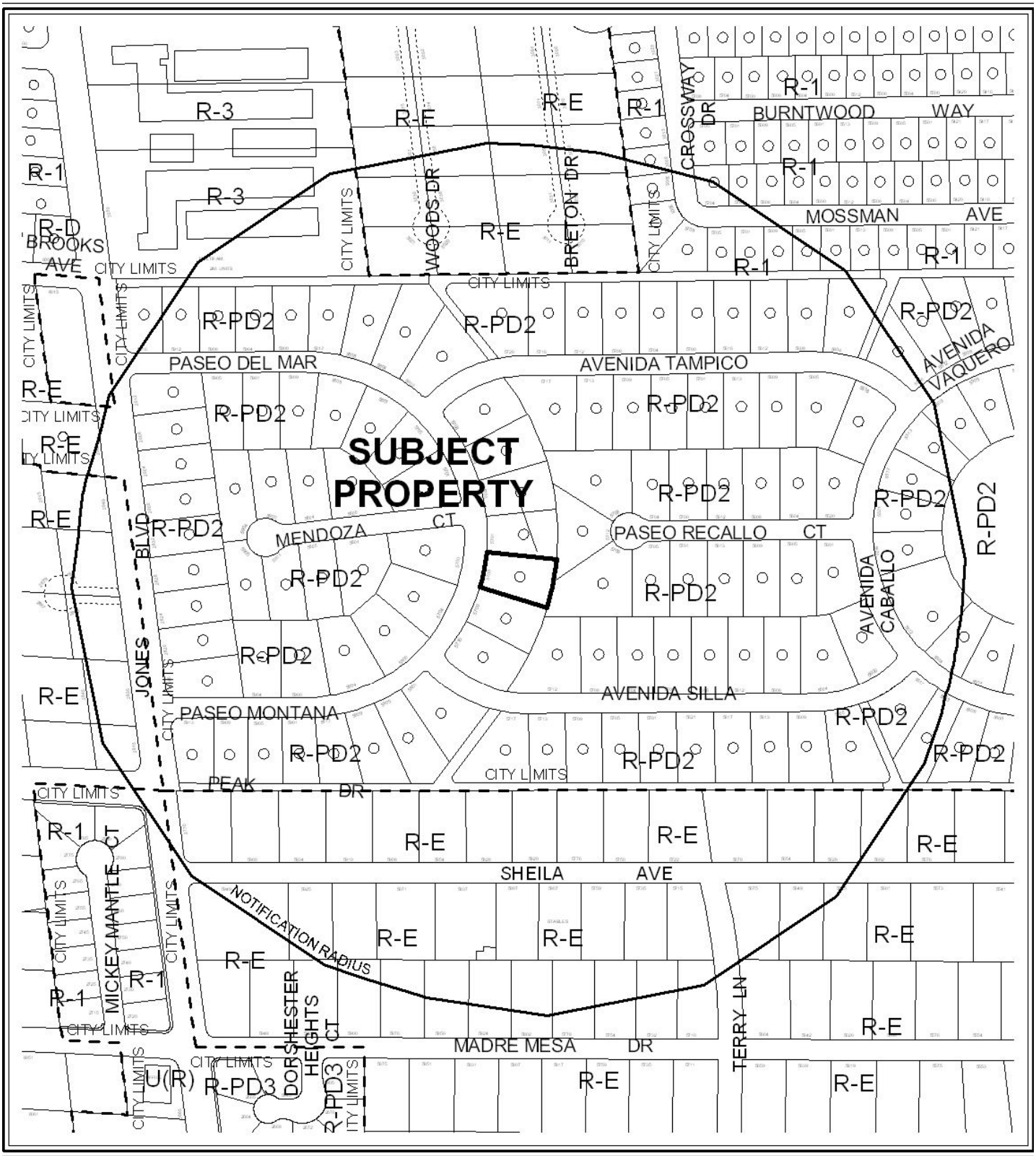
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
VAR-40127 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD - Appeal filed from the denial by the Planning Commission for a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). The Planning Commission (4-2 vote) and Staff recommend DENIAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **5** | **Planning Commission Mtg.** | **5** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
The Planning Commission (4-2 vote) and Staff recommend DENIAL.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Appeal Letter Submitted by Roy A. Winblad
6. Justification Letter
7. Backup referenced from the December 16, 2010 Planning Commission Meeting Item VAR-40127



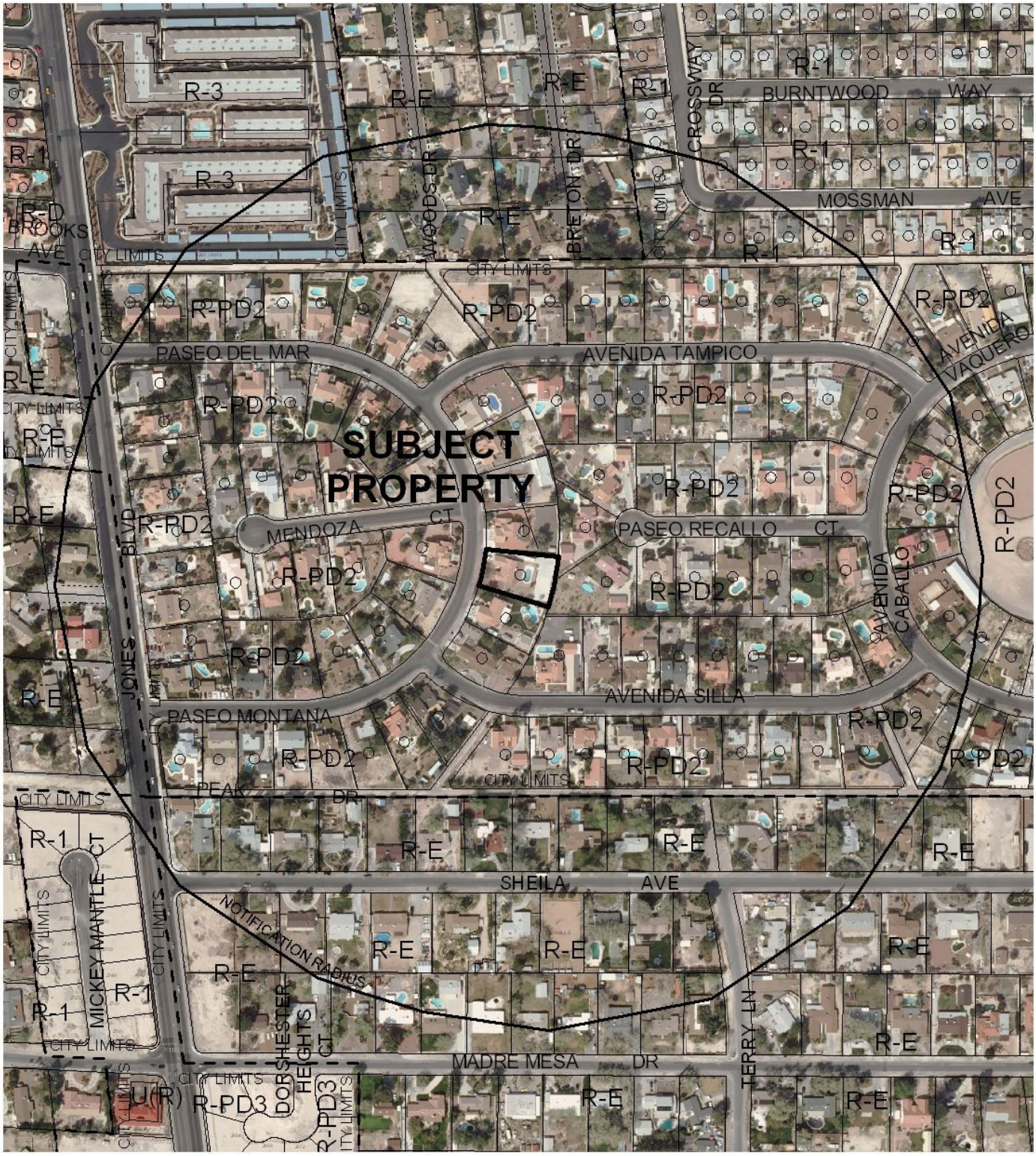

0 300 600 Feet

**CASE:** VAR-40127

**RADIUS:** 1000 FT.

**ZONING OF SUBJECT PROPERTY:** R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT)

N




0 300 600 Feet

**CASE:** VAR-40127

**RADIUS:** 1000 FT.

**ZONING OF SUBJECT PROPERTY:** R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: ROY WINBLAD**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **VAR-40127** | Staff recommends DENIAL, if approved subject to conditions: | N/A |

## ** CONDITIONS **

# VAR-40127 CONDITIONS

***Planning and Development***

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This is a request for a Variance to allow a proposed 15-foot high, 3,000 square-foot Accessory Structure (Class II) where a 12-foot high, 800 square-foot Accessory Structure (Class II) is permitted on a developed single-family residential lot at 5705 Paseo Montana Court. The lot contains an existing 1,600 square-foot residence. Staff recommends denial, as no characteristics of the property prevent the Accessory Structure (Class II) from being designed to meet Title 19 standards. If this application is denied, the Accessory Structure (Class II) will have to be designed to conform to Title 19 requirements.

## ISSUES

- This Variance application consists of three requests: to exceed the allowable square footage by 2,200 square feet; to use a building material (metal) that is not compatible with the primary structure (stucco); and to permit the accessory structure to stand three feet higher than the primary structure.

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 02/04/76 | The Board of City Commissioners approved an Annexation (A-0001-75) for property located Michael Way and Jones Boulevard extending north from Peak Drive approximately 320 feet. The Annexation became effective 02/09/76. |
| 01/04/78 | The Board of City Commissioners approved a revised Tentative Map for Charleston Heights Tract # 53A-D. The Planning Commission recommended approval. |
| 09/07/83 | A Final Map was recorded for Charleston Heights Tract # 53-D. |
| 12/16/10 | The Planning Commission (4-2 vote/gf, gt) recommends DENIAL (PC Agenda Item #17/jg). |
| 12/20/10 | The applicant filed an appeal with the City Clerk and the item was scheduled to be considered by the City Council on January 19, 2011. |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 05/28/10 | A deed was recorded for a change in ownership. |

| ***Related Building Permits/Business Licenses*** | |
|---|---|
| C.1987 | The single family residence was constructed. |
| 08/01/00 | A building permit (00014349) was issued for a patio cover at 5705 Paseo Montana Court. The permit was finaled on 09/14/00. |
| 09/20/05 | A building permit (51023) was issued for a water heater at 5705 Paseo Montana Court. The permit was never finaled. |

| ***Pre-Application Meeting*** | |
|---|---|
| 10/05/10 | A pre-application meeting was held with the applicant where the submittal requirements for a Variance were discussed. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting is not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 11/09/10 | During a site visit staff noted a single family residence that was clean of trash and debris. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | .41 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.04*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Single Family Residence | R (Rural Density Residential) | R-PD2 (Residential Planned Development-2 Units per Acre) |
| North | Single Family Residence | R (Rural Density Residential) | R-PD2 (Residential Planned Development-2 Units per Acre) |
| South | Single Family Residence | R (Rural Density Residential) | R-PD2 (Residential Planned Development-2 Units per Acre) |

| | | | |
|---|---|---|---|
| East | Single Family Residence | R (Rural Density Residential) | R-PD2 (Residential Planned Development-2 Units per Acre) |
| West | Single Family Residence | R (Rural Density Residential) | R-PD2 (Residential Planned Development-2 Units per Acre) |

| ***Master Plan Areas*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | | |
| R-PD (Residential Planned Development) District | X | | Y |
| A-O (Airport Overlay) District (70 feet) | X | | Y |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

**DEVELOPMENT STANDARDS**

***Pursuant to 19.08, the following standards apply:***

| ***Standard*** | ***Required/Allowed*** | ***Provided*** | ***Compliance*** |
|---|---|---|---|
| Min. Lot Size | 14,190 SF | 17,930 SF | Y |
| Min. Lot Width | 60 Feet | 88 Feet | Y |
| Min. Setbacks (Accessory Structure, Class II) | | | |
| • Front | Not Allowed | N/A | N/A |
| • Side | 3 Feet | 5 Feet | Y |
| • Rear | 3 Feet | 5 Feet | Y |
| Min. Distance Between Buildings | 6 Feet | 56 Feet | Y |
| Max. Building Height | 12 Feet | 15 Feet | N |
| Max. Floor Area (Accessory Structure) | 800 SF | 3,000 SF | N |

| ***Street Name*** | ***Functional Classification of Street(s)*** | ***Governing Document*** | ***Street Width (Feet)*** | ***Compliance with Street Section*** |
|---|---|---|---|---|
| ***Paseo Montana Court*** | Local | N/A | 55 | N/A |

## ANALYSIS

Pursuant to Title 19.08, accessory structures in residential zones shall not exceed 50% of the building area of the primary structure. The accessory structure is to be built using material that are similar to the primary structure and shall not exceed the height of the primary structure. This request is for a 74% deviation from the allowable square footage, a 100% deviation from the building material requirement and a 20% deviation from the allowed height of an accessory structure. All of these deviations are self-imposed hardships. The subject site is located in the Airport Overlay District and conforms to the 70-foot height restriction. The proposed Accessory Structure, (Class II) could be redesigned to meet all Title 19.08 requirements. Therefore, staff recommends denial of the request.

## FINDINGS (VAR-40107)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an Accessory Structure, (Class II) contrary to Title 19 requirements. Alternative design of the proposed Accessory Structure, (Class II) would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

**PLANNING COMMISSION ACTION**
The Planning Commission considered a condition requiring the accessory structure be stuccoed to match the home.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 10

**NOTICES MAILED** 188 (By City Clerk)

**APPROVALS** 5

**PROTESTS** 5

JG

PLANNING & DEVELOPMENT DEPARTMENT

# STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40127** APN: _____

Name of Property Owner: Roy A. Winblad

Name of Applicant: Roy A. Winblad

Name of Representative: Wade W. Lizotte

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Roy A. Winblad

Print Name: Roy A. Winblad

Subscribed and sworn before me

This 25th day of October, 2010

Patrice Staiger Clark, NV

Notary Public in and for said County and State

PATRICE STAIGER
Notary Public State of Nevada
No. 03-84163-1
My appt. exp. Sept. 12, 2011

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PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** VARIANCE

**Project Address (Location)** 5705 PASEO MONTANA CT.

**Project Name** _____ **Proposed Use** STORAGE

**Assessor's Parcel #(s)** 138-13-210-015 **Ward #** 5

**General Plan:** existing _____ proposed _____ **Zoning:** existing _____ proposed _____

**Commercial Square Footage** _____ **Floor Area Ratio** _____

**Gross Acres** .41 **Lots/Units** _____ **Density** _____

**Additional Information** _____

**PROPERTY OWNER** Roy A Winblad **Contact** _____

**Address** 5705 Paseo Montana **Phone:** 451-4055 **Fax:** _____

**City** Las Vegas **State** N.V. **Zip** 89108

**E-mail Address** myo6hd@hotmail.com

**APPLICANT** Roy A Winblad **Contact** _____

**Address** 5705 PASEO MONTANA **Phone:** 451-4055 **Fax:** _____

**City** LAS VEGAS **State** NV **Zip** 89108

**E-mail Address** myo6hd@hotmail.com

**REPRESENTATIVE** Wade W. Lizotte **Contact** BUS. LIC. #C11-11373

**Address** 2012 Sedona Pathway **Phone:** 683-7767 **Fax:** _____

**City** LAS VEGAS **State** NV **Zip** 89128

**E-mail Address** wadelizotte@hotmail.com

NV. BUS ID: NV20051417540

**Property Owner Signature*** Roy A. Winblad

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** Roy A. Winblad

Subscribed and sworn before me

This 25th day of October, 20 10.

Patrice Staiger

Notary Public in and for said County and State Clark, NV

PATRICE STAIGER
Notary Public State of Nevada
No. 03-84163-1
My appt. exp. Sept. 12, 2011

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | VAR-40127 |
| Meeting Date: | 12/16/10 |
| Total Fee: | $30.00 |
| Date Received:* | 11/2/10 |
| Received By: | CAH |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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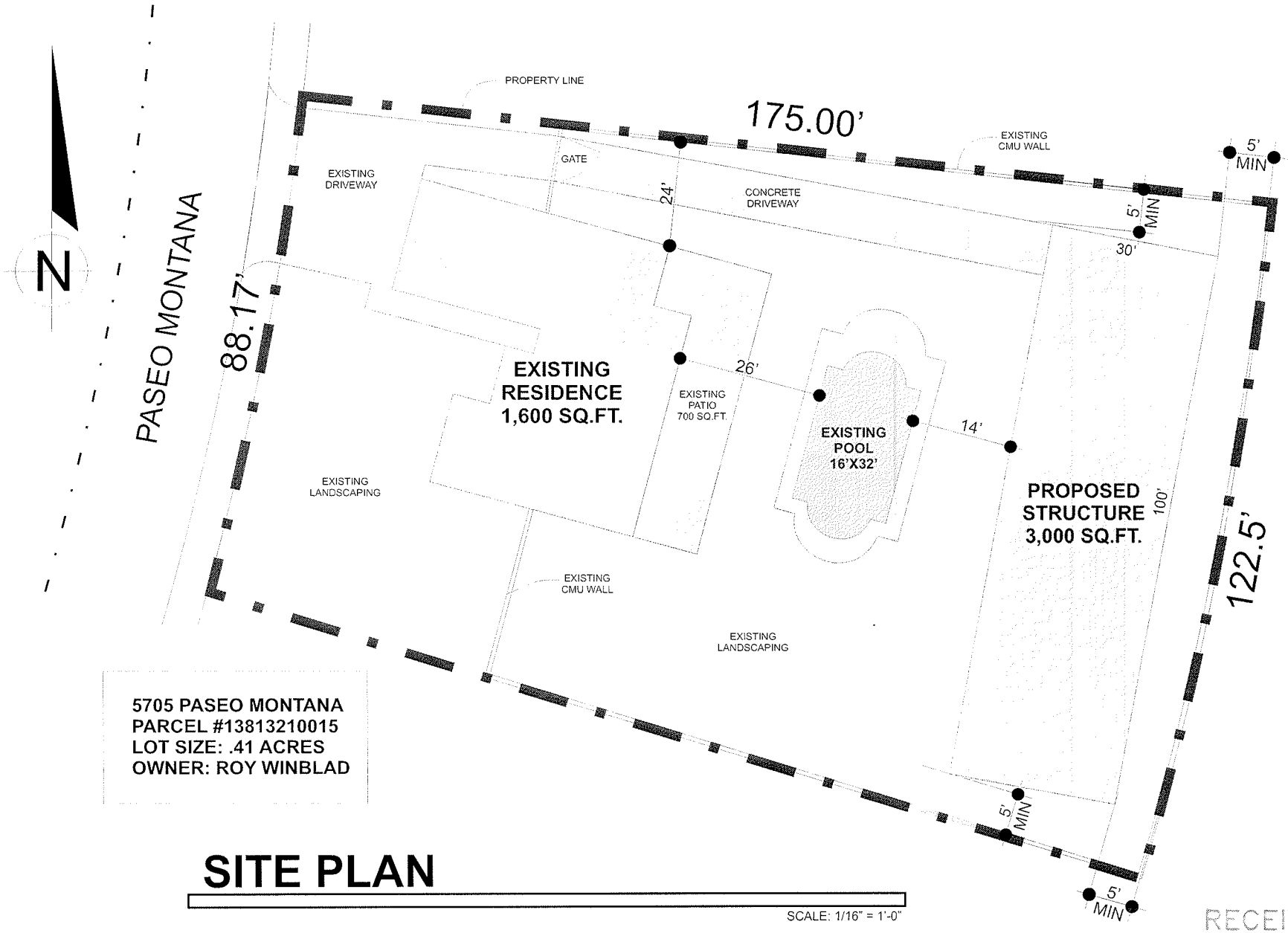
NOV 02 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



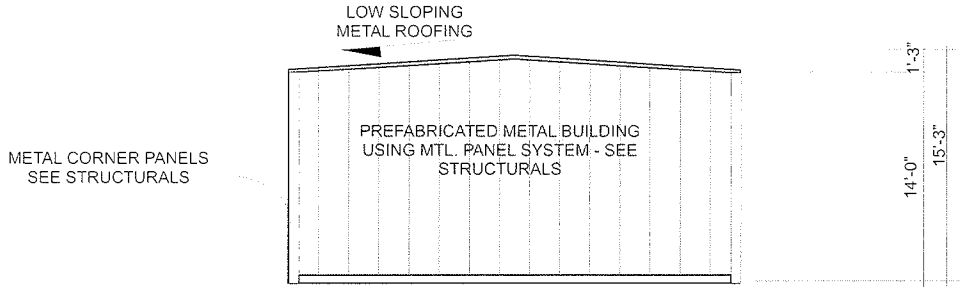

5705 PASEO MONTANA
PARCEL #13813210015
LOT SIZE: .41 ACRES
OWNER: ROY WINBLAD

# SITE PLAN

SCALE: 1/16" = 1'-0"

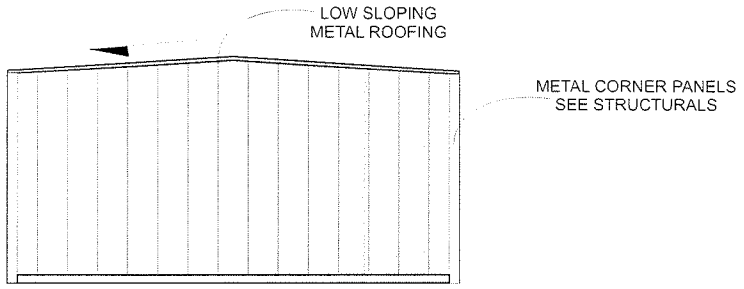
RECEIVED
NOV 02 2010

**VAR-40127**



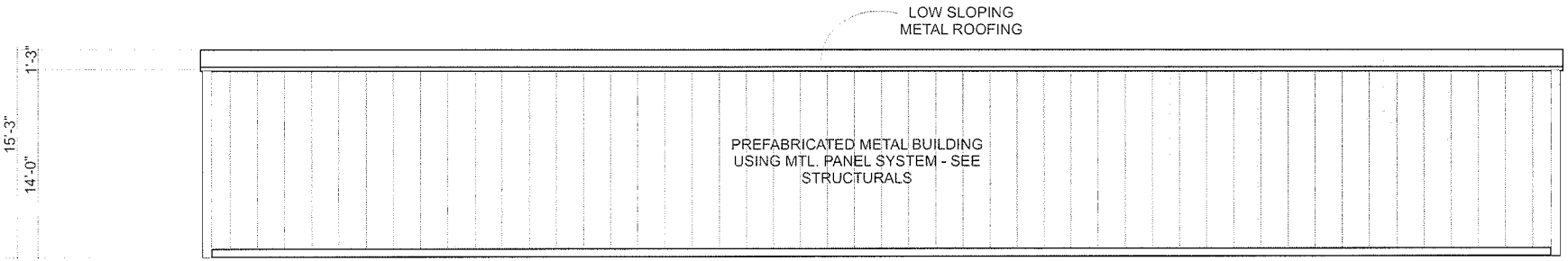

## NORTH ELEVATION

SCALE: 1/8" = 1'-0"



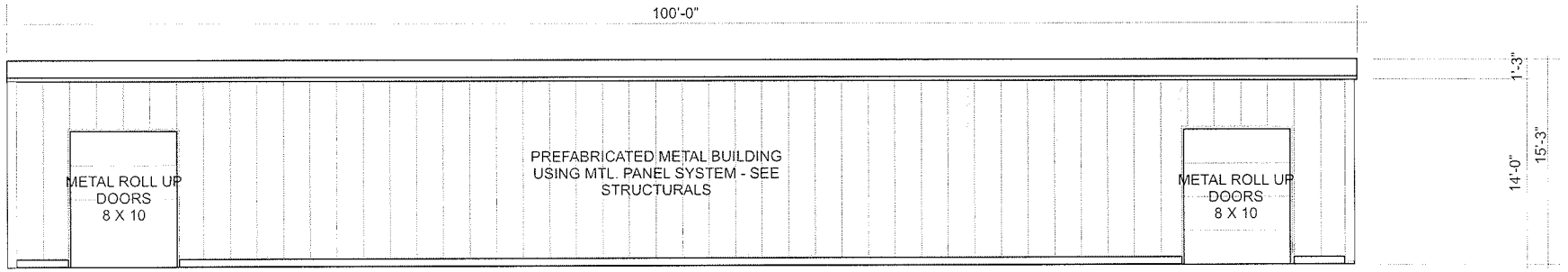

## SOUTH ELEVATION

SCALE: 1/8" = 1'-0"




## WEST ELEVATION

SCALE: 1/8" = 1'-0"




## EAST ELEVATION

SCALE: 1/8" = 1'-0"

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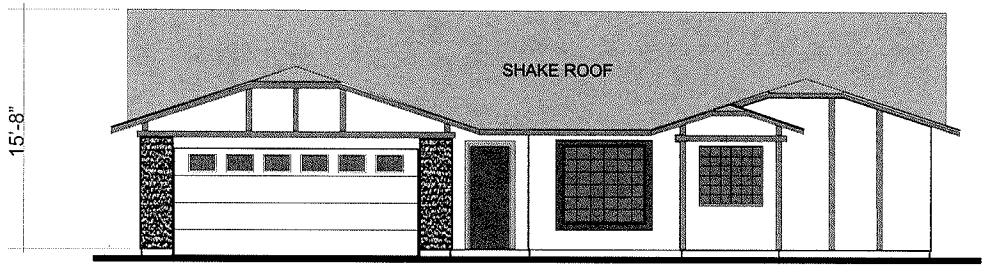
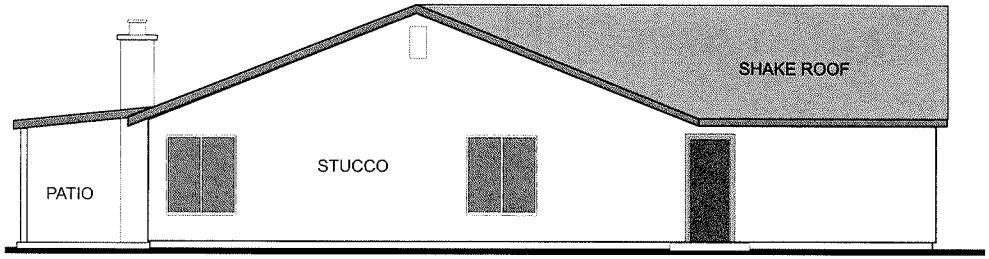
NOV 02 2010

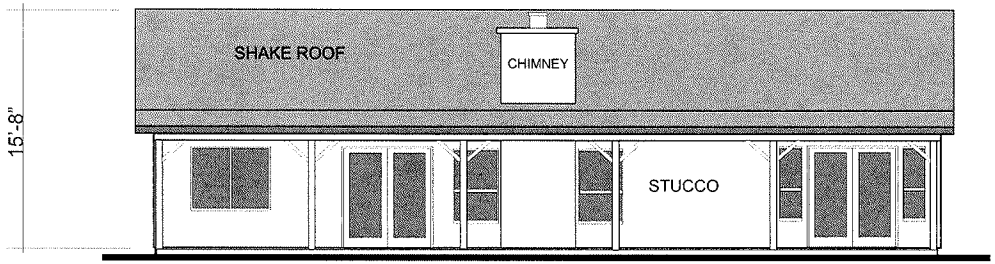
**VAR-40127**



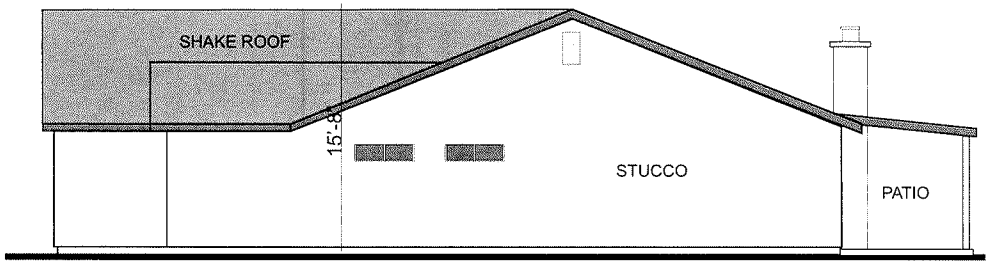

**WEST ELEVATION - EXIST. RESIDENCE**
SCALE: 1/8" = 1'-0"




**NORTH ELEVATION - EXIST. RESIDENCE**
SCALE: 1/8" = 1'-0"




**EAST ELEVATION - EXIST. RESIDENCE**
SCALE: 1/8" = 1'-0"




**SOUTH ELEVATION - EXIST. RESIDENCE**
SCALE: 1/8" = 1'-0"

# *EXISTING RESIDENCE ELEVATIONS*

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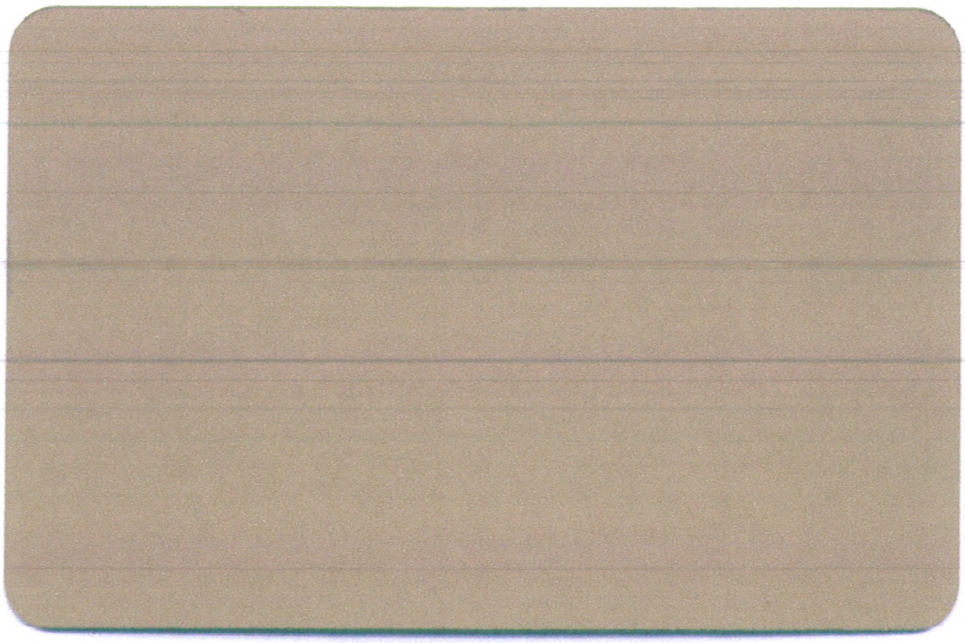
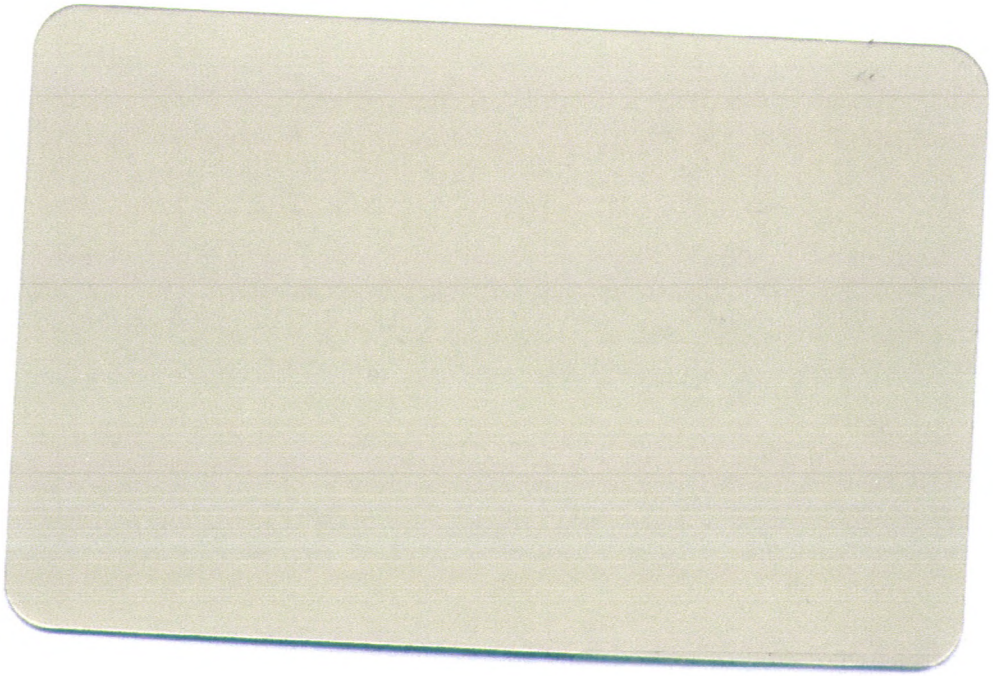
**VAR-40127**

# MBMI BUILDING COLORS
# 5705 PASEO MONTANA

## ROOF & TRIM



## SIDE WALLS



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NOV 02 2010

**VAR-40127**

RECEIVED
NOV 02 2010
VAR-40127

**VAR-40127 - APPLICANT/OWNER: ROY WINBLAD**
**5705 PASEO MONTANA COURT**

11/09/10

**VAR-40127 - APPLICANT/OWNER: ROY WINBLAD**
**5705 PASEO MONTANA COURT**

11/09/10

# APPEAL NOTIFICATION LETTER

RECEIVED
CITY CLERK
2010 DEC 21 A 8:17

Date: December 20, 2010

Owner: Roy A Winblad
5705 Paseo Montana
Las Vegas, NV. 89108

Subject: City Planning Commissions denial of (VAR 40127)

Comments: This letter is a request for an appeal that City Planning Commission denied on December 16, 2010 meeting, # VAR 40127. I the applicant (Roy Winblad) Am appealing the decision of denial. Please consider this letter an official request for an appeal of variance # 40127.

Respectfully
Roy A. Winblad

Roy A. Winblad

# JUSTIFICATION LETTER

Address: Planning & Development Dept.
4th & Gass
Las Vegas, NV

Property: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Request variance for garage to be built that exceeds the 50% limit of dwelling.
The size of garage is (3000 sq. ft.) and dwelling is (1600 sq. ft.) The proposed structure will exceed main dwelling by (1400 sq. ft.). Height of main dwelling is 15'8" and height proposed structure is 15'3". The back yard area is over 10,000 sq. ft.

Reason: The purpose of this building is for storing my collection of classic automobiles, cycles, boat, and camper in a secure area; to eliminate the destruction of my vehicles caused by animals, weather, and vandalism.

Comment: The proposed structure will be an open floor plan with no rooms inside of building.
Your consideration to this variance request would be appreciated.

Thank You

Roy Winblad
5705 Paseo Montana ct.
Las Vegas, NV. 89108

Roy Winblad

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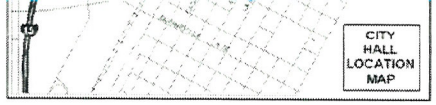
NOV 02 2010
VAR-40127




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**

Planning Commission Meeting of 12/16/2010

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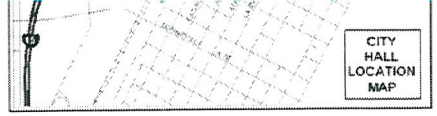
DEC 08 2010

Case: VAR-40127

13813211024
NIXON PATRICK J
5612 PASEO RECALLO CT
LAS VEGAS NV 89108-4165

17P

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**

Planning Commission Meeting of 12/16/2010

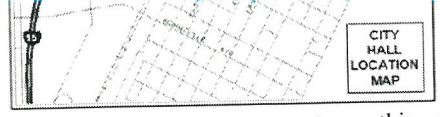
The resident needs to buy a new piece of property and realize his dreams without the need for any variance

17P

DEC 0 8 2010

Case: VAR-40127

13813211034
MCKINNIS FAMILY TRUST
5605 PASEO RECALLO CT
LAS VEGAS NV 89108-4141

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**

Planning Commission Meeting of 12/16/2010

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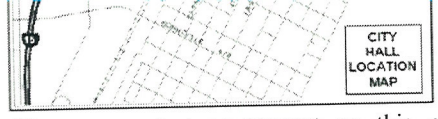
DEC 08 2010

Case: VAR-40127

13813210007
DAVIDSON H PETER & G REV LIV TR
5812 PASEO DEL MAR
LAS VEGAS NV 89108-4179

17P

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**

Planning Commission Meeting of 12/16/2010

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Case: VAR-40127

13813211029
WOICICKI FAMILY TRUST
5709 PASEO RECALLO CT
LAS VEGAS NV 89108-4166

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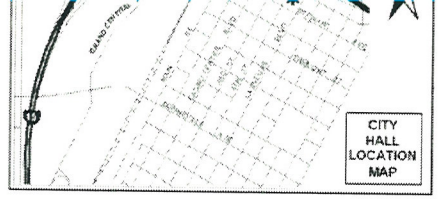


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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**

Planning Commission Meeting of 12/16/2010

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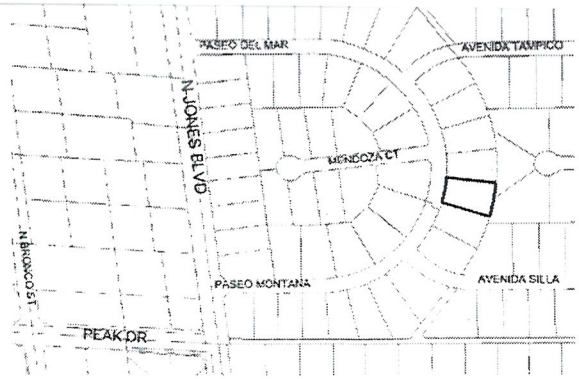
DEC 08 2010

Case: VAR-40127

13813212034
PROFAIZER BRENT & PAULETTE
5517 AVENIDA CABALLO
LAS VEGAS NV 89108-4144

**VAR-40127 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD** - Request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow).

THIS STRUCTURE WOULD BE BOTH UNSIGHTLY AND INAPPROPRIATE IN A RESIDENTIAL NEIGHBORHOOD.




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

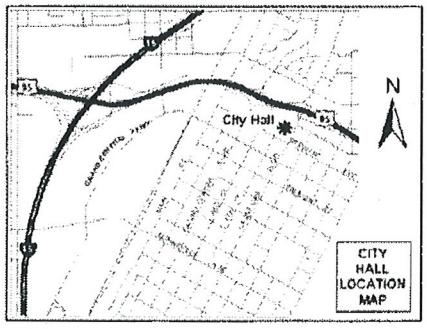
| | |
|---|---|
| **Meeting:** | Planning Commission |
| **Date:** | ***December 16, 2010*** |
| **Time:** | 6:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

17P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

**Return Service Requested**
**Official Notice of Public Hearing**

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**
Planning Commission Meeting of 12/16/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279018 DEC 03 2010
MAILED FROM ZIPCODE 89101

DEC 06 2010 JD

Case: VAR-40127

13813310052
WELCH FRED S
5802 MADRE MESA DR
LAS VEGAS NV 89108-3627

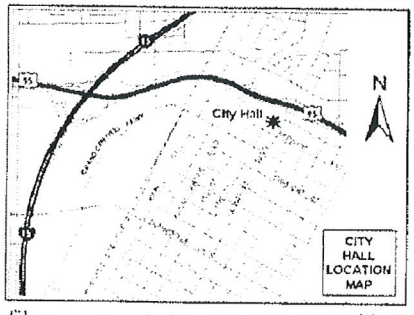
17A

602 346 3110 14:34:26 12-06-2010 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

LAWRENCE WEEKLY

**Return Service Requested**
**Official Notice of Public Hearing**




RECEIVED
DEC 07 2010

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request  [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

**VAR-40127**
Planning Commission Meeting of 12/16/2010

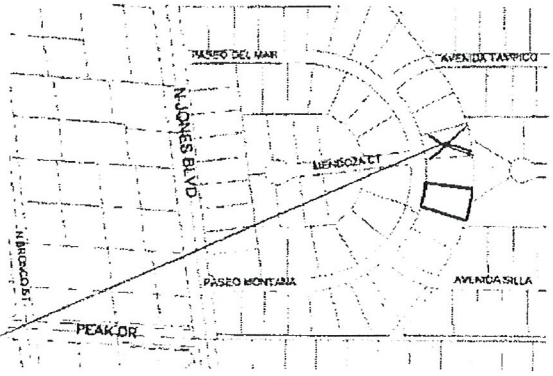
Case: VAR-40127
13813210013
BENTON MICHAEL B & SHIRLY REV TR
5700 PASEO DEL MAR
LAS VEGAS NV 89108-4153

## Application Information

**VAR-40127 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD** - Request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow).

OUR PROPERTY

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | Planning Commission |
| **Date:** | ***December 16, 2010*** |
| **Time:** | 6:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department. Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

17A

Dec 07 10 07:31a House 702 658-1718 p.1

# NEIGHBOR ACCEPTANCE LETTER

Date: October 24, 2010

Location: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Acceptance for a variance to build a 3000 sq. ft. storage garage steel building at 5705 Paseo Montana ct. The building will be of the same color as dwelling and will conform to city codes. The surrounding area will have trees and shrubs to help diminish visual impact of area.

By signing this Letter I am aware and give acceptance for this building of said storage garage as described above.

Neighbor's Name and Address

Owner's Name: _____ Date: 11-1-10
Sign

MARILYN McLAUGHLIN
Print Name

Owner's Address: 5712 PASEO Recallo ct.
LV. NV. 89108

Owner's Parcel#: 138-13-211-028

RECEIVED
NOV 02 2010

# NEIGHBOR ACCEPTANCE LETTER

Date: October 24, 2010

Location: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Acceptance for a variance to build a 3000 sq. ft. storage garage steel building at 5705 Paseo Montana ct. The building will be of the same color as dwelling and will conform to city codes. The surrounding area will have trees and shrubs to help diminish visual impact of area.

By signing this Letter I am aware and give acceptance for this building of said storage garage as described above.

Neighbor's Name and Address

Owner's Name: _____ Date: 10/25/10
Sign

STEVEN WEBB
Print Name

Owner's Address: 5701 PASEO MONTANA CT 89108

Owner's Parcel#: 138132100 14

RECEIVED
NOV 02 2010

# NEIGHBOR ACCEPTANCE LETTER

Date: October 24, 2010

Location: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Acceptance for a variance to build a 3000 sq. ft. storage garage steel building at 5705 Paseo Montana ct. The building will be of the same color as dwelling and will conform to city codes. The surrounding area will have trees and shrubs to help diminish visual impact of area.

By signing this Letter I am aware and give acceptance for this building of said storage garage as described above.

Neighbor's Name and Address

Owner's Name: Susan L Sutles Date: 10/25/10
Sign

Susan L. Sutles
Print Name

Owner's Address: 5709 Paseo Montana
Las Vegas, NV 89108

Owner's Parcel#: 138-13-210-016

.

RECEIVED
NOV 02 2010

City of Las Vegas Agenda Item No.: **50.**

## *AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

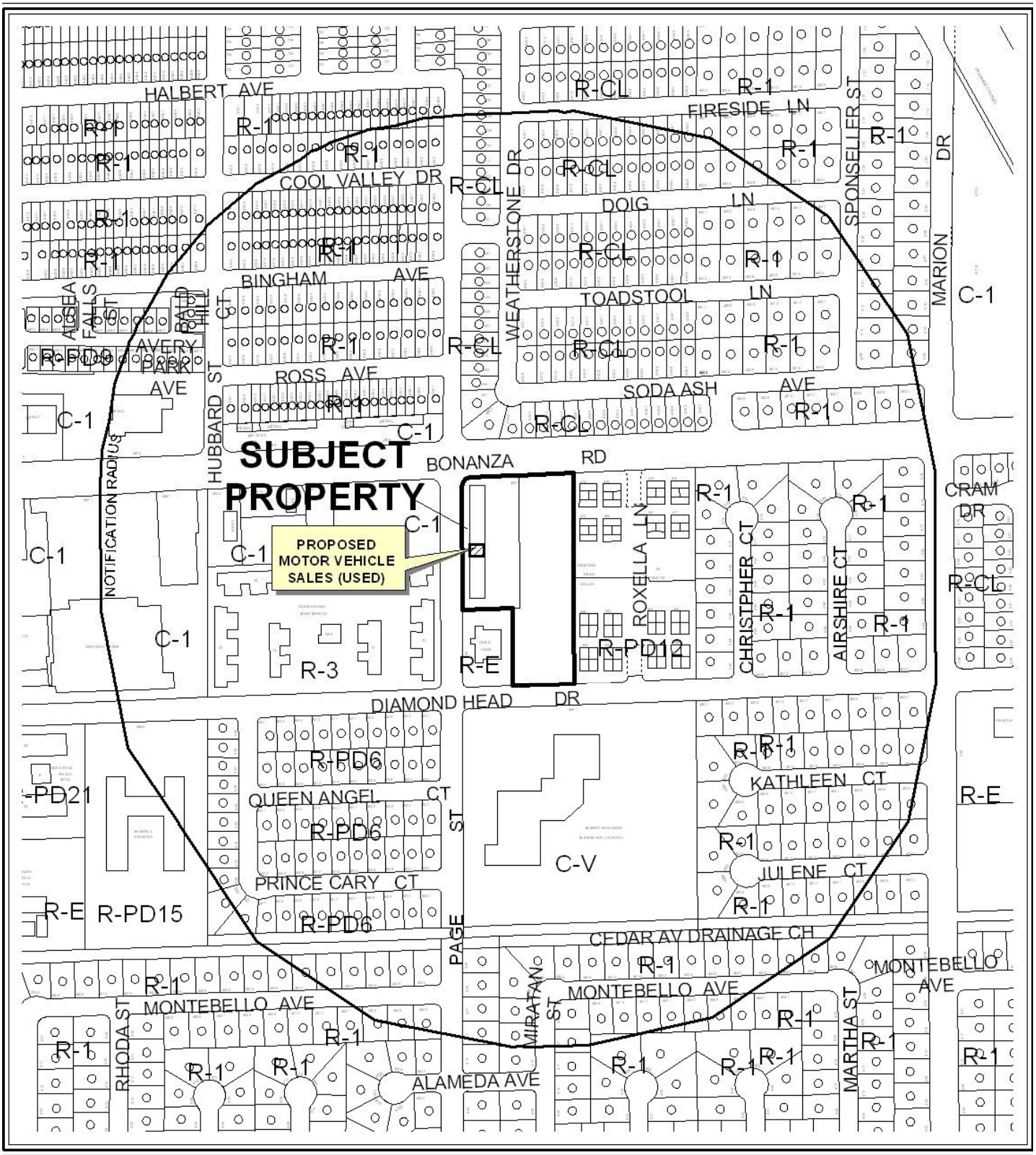
**DEPARTMENT: PLANNING & DEVELOPMENT**
**DIRECTOR: FLINN FAGG, Acting** ☐ **Consent** ☒ **Discussion**

**SUBJECT:**
SUP-38523 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: HECTOR CAMACHO - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) USE at 4561 East Bonanza Road, Suite #130 (APN 140-32-101-017), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

| **PROTESTS RECEIVED BEFORE:** | | **APPROVALS RECEIVED BEFORE:** | |
|---|---|---|---|
| **Planning Commission Mtg.** | **15** | **Planning Commission Mtg.** | **1** |
| **City Council Meeting** | **0** | **City Council Meeting** | **0** |

**RECOMMENDATION:**
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

**BACKUP DOCUMENTATION:**
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the December 16, 2010 Planning Commission Meeting Item SUP-38523



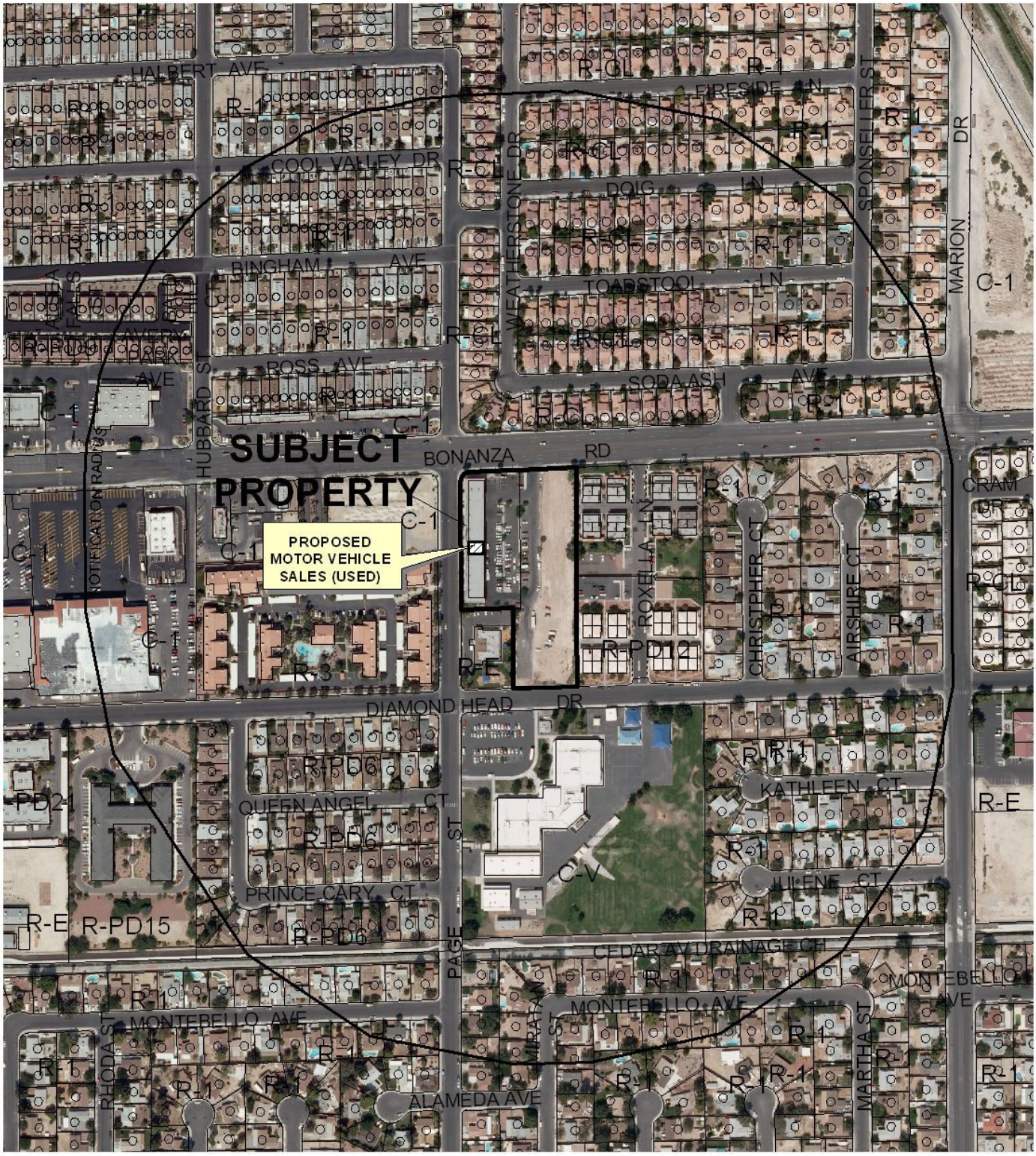

0 300 600 Feet

**CASE:** **SUP-38523**

**RADIUS:** 1000

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)

N




0 300 600 Feet

**CASE:** **SUP-38523**

**RADIUS:** 1000

**ZONING OF SUBJECT PROPERTY:** C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: JANUARY 19, 2011**
**DEPARTMENT: PLANNING AND DEVELOPMENT**
**ITEM DESCRIPTION: APPLICANT/OWNER: HECTOR CAMACHO**

## ** STAFF RECOMMENDATION(S) **

| *CASE NUMBER* | *RECOMMENDATION* | *REQUIRED FOR APPROVAL* |
|---|---|---|
| **SUP-38523** | Staff recommends DENIAL, if approved subject to conditions: | N/A |

## ** CONDITIONS **

# SUP-38523 CONDITIONS

***Planning and Development***

1. Display of vehicles for sale shall be limited to the six spaces at the north end of the parking area, as designated in the site plan date stamped 06/11/10.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Motor Vehicle Sales (Used) use.

3. Conformance to the approved conditions for Rezoning (ZON-2967), Special Use Permit (SUP-3223), Site Development Plan Review (SDR-3224), Site Development Plan Review (SDR-25148) and Variance (VAR-25220)

4. This approval shall be void two years from the date of final approval, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property without the appropriate permits.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**Staff Report Page One**
**January 19, 2011 - City Council Meeting**

# ** STAFF REPORT **

## PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 2,000 square-foot Motor Vehicle Sales (Used) use at 4561 East Bonanza Road, Suite #130. The subject property contains an existing 16,250 square-feet Auto Repair Garage, Major building and has been approved through Site Development Plan Review (SDR-25148) for a 19,500 square-foot General Retail and Restaurant building, which has not yet been constructed. In addition, the subject property has an approved parking Variance (VAR-25220) to allow 201 parking spaces where 250 are required. The applicant is proposing to convert a 2,000 square-foot storage area of the existing 16,250 square-foot Auto Repair Garage, Major building into a Motor Vehicle Sales (Used) use. Placing an additional use on the subject property, in addition to the existing and approved uses, will create an overdeveloped site and will negatively impact the surrounding neighborhood; therefore, staff recommends denial of this request. If this application is denied, the existing 16,250 square-foot Auto Repair Garage, Major building and use would remain.

## ISSUES

- Building permits were issued at 4561 East Bonanza Road, Suites # 125 and # 145, but were never finaled.
- There are currently four code enforcement cases open at 4561 East Bonanza Road.
- Pursuant to Title 19.04 Minimum Special Use Permit Requirement # 7 for the Auto Repair Garage, Major use, no vehicles may be parked on the premises for the purposes of offering the vehicle for sale. An approval of this Special Use Permit request would circumvent this requirement of the previously approved Special Use Permit (SUP-3223).

## BACKGROUND INFORMATION

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc*** | |
|---|---|
| 09/02/03 | A Code Enforcement complaint (#3208) was issued for various code violations at 4561 East Bonanza Road. The case was resolved on 10/24/03. |
| 10/30/03 | A Code Enforcement complaint (#6336) was issued for various code violations at 4561 East Bonanza Road. The case was resolved on 12/15/03. |

| | |
|---|---|
| 01/21/04 | The City Council approved a General Plan Amendment (GPA-2966) from SC (Service Commercial) to GC (General Commercial), a Rezoning (ZON-2967) from R-E (Residence Estates) Zone under Resolution of Intent to O (Office) and C-1 (Limited Commercial) to C-2 (General Commercial), a Special Use Permit (SUP-3223) and Site Development Plan Review (SDR-3224) for an Auto Repair Garage (Major) and a proposed Self Serve Car Wash on 3.41 acres adjacent to the southeast corner of Bonanza Road and Page Street. The Planning Commission and staff recommended denial of these requests. The area designated Phase Two on the site plan was zoned to C-1 (Limited Commercial) by the City Council. |
| 03/02/04 | A Code Enforcement complaint (#10625) was issued for graffiti at 4561 East Bonanza Road. The case was resolved on 03/19/04. |
| 06/21/04 | A Code Enforcement complaint (#16380) was issued for trash on the vacant lot portion at 4561 East Bonanza Road. The case was resolved on 06/30/04. |
| 07/27/04 | A Code Enforcement complaint (#19314) was issued for various code violations at 4561 East Bonanza Road. The case was resolved on 12/06/04. |
| 10/27/04 | A Reversionary Final Map (FMP-5529) was administratively approved by the Planning and Development Department on property located on the southeast corner of Bonanza Road and Page Street. The map was recorded 01/19/05. |
| 03/02/05 | A Code Enforcement complaint (#26624) was issued for various code violations at 4561 East Bonanza Road. The case was resolved on 04/04/05. |
| 04/20/06 | A Code Enforcement complaint (#40443) was issued for various code violations at 4561 East Bonanza Road. The case was resolved on 07/06/06. |
| 07/21/06 | A Code Enforcement complaint (#44724) was issued for various code violations at 4561 East Bonanza Road. The case was resolved on 02/10/07. |
| 11/27/07 | A Code Enforcement complaint (#59626) was issued for various code violations at 4561 East Bonanza Road. The case was resolved 08/12/08. |
| 03/19/08 | The City Council approved a Site Development Plan Review (SDR-25148) to add a proposed 20,400 square-foot General Retail Development to an existing 16,250 square-foot Auto Repair Garage, Major with Waivers of perimeter landscape buffers to allow a five-foot buffer along a portion of the south property line where 15 feet is required and a five-foot buffer along a portion of the east property line where eight feet is required and a Variance (VAR-25220) to allow 201 parking spaces where 250 spaces are required on 3.41 acres at the southeast corner of Page Street and Bonanza Road. The Planning Commission and staff recommended denial of these requests. |
| 07/16/08 | The City Council approved a Special Use Permit (SUP-27933) for a proposed Restaurant with Service Bar with Waivers to allow a zero-foot distance separation from a Child Care Facility and to allow a 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. The Planning Commission and staff recommended denial of this request. |

| | |
|---|---|
| 09/29/08 | The Planning and Development Department administratively approved a Parcel Map (PMP-27923) for 3.42 acres located at 4561 East Bonanza Road. The map recorded on 06/09/09. |
| 03/24/09 | The Planning and Development Department conducted a Planning Inspection at 4561 East Bonanza Road. At the time of inspection unmaintained landscape, non-permitted temporary signs, graffiti, a non-compliant trash enclosure, vehicles for sale within the parking lot, outside display and faded parking lot striping were noted. The violations were turned over to Code Enforcement 03/26/09 for further action. |
| 04/23/09 | The Planning Commission denied a Special Use Permit (SUP-33611) for a proposed Motor Vehicle Sales (Used). The Planning and Development Department staff recommended denial. |
| 05/11/10 | A Code Enforcement complaint (#90670) was issued for various code violations at 4561 East Bonanza Road. The case is still open. |
| 05/27/10 | A Code Enforcement complaint (#91303) was issued for various code violations at 4561 East Bonanza Road, Suite #110. The case was resolved 07/14/10. |
| 05/27/10 | A Code Enforcement complaint (#91304) was issued for various code violations at 4561 East Bonanza Road, Suite #130. The case is still open. |
| 05/27/10 | A Code Enforcement complaint (#91305) was issued for various code violations at 4561 East Bonanza Road, Suite #140. The case is still open. |
| 05/27/10 | A Code Enforcement complaint (#91306) was issued for various code violations at 4561 East Bonanza Road, Suite #145. The case is still open. |
| 07/29/10 | The Planning Commission accepted the applicant's request to abey a Special Use Permit (SUP-38523) for a proposed 2,000 square-foot Motor Vehicle Sales (Used) use at 4561 East Bonanza Road, Suite #130. |
| 08/18/10 | The City Council approved an Extension of Time (EOT-38524) for a previously approved Special Use Permit (SUP-27933) for a proposed Restaurant with Service Bar with Waivers to allow a zero-foot distance separation from a Child Care Facility and to allow a 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. The Planning and Development staff recommended denial of this request. |
| 09/23/10 | The Planning Commission tabled the applicant's request for a Special Use Permit (SUP-38523) for a proposed 2,000 square-foot Motor Vehicle Sales (Used) use at 4561 East Bonanza Road, Suite #130. |
| 12/16/10 | The Planning Commission (6-0 vote) recommends DENIAL (PC Agenda Item #14/jg). |

| *Most Recent Change of Ownership* | |
|---|---|
| 03/01/07 | A deed was recorded for a change in ownership when a parcel map was recorded to split the existing lot into two lots. |

| *Related Building Permits/Business Licenses* | |
|---|---|
| 01/25/05 | A building permit (#05000428) was issued for on-sites at 4561 East Bonanza Road. The permit received final approval 11/22/05. |
| 01/25/05 | A building permit (#05000427) was issued for a shell building at 4561 East Bonanza Road. The permit received final approval on 05/17/06. |
| 06/22/06 | A business license (#G03-02357) was issued for major auto repair at 4561 East Bonanza Road Suite #110. The license is currently active. |
| 07/25/06 | A business licenses (#G02-00753) was issued for an auto repair garage/tire sales at 4561 East Bonanza Road Suite #160. The license is currently active. |
| 10/10/06 | A business license (#G03-02372) was issued for major auto repair at 4561 East Bonanza Road Suite #120. The license is currently active. |
| 03/17/07 | A building permit (#07000850) was issued for a tenant improvement remodel at 4561 East Bonanza Road, Suite #125. The permit expired 09/08/07 without receiving final approval. |
| 10/04/07 | A business licenses (#A39-00431) was issued for auto parts sales at 4561 East Bonanza Road, Suite #160. The license is currently active. |
| 03/04/09 | A business licenses (#S02-01136) was issued for a truck driving school at 4561 East Bonanza Road, Suite #130. The license was marked out of business on 06/07/10. |
| 03/09/09 | A business license application (#G03-97502) was submitted for major auto repair/body work at 4561 East Bonanza Road, Suite #130. The license was never issued and was marked out of business on 02/18/10. |
| 07/23/09 | A business license (#G03-97502) was issued for major auto repair/body work at 4561 East Bonanza Road, Suite #130. The license was marked out of business on 09/21/09. |
| 10/26/09 | A building permit (#150118) was issued for a non-work certificate of occupancy at 4561 East Bonanza Road, Suite #145. The permit was never finaled. |
| 06/11/10 | A business license application (#R05-00693) was issued for a Taco Trailer / Take-out at 4561 East Bonanza Road. The license is currently active. |

| *Pre-Application Meeting* | |
|---|---|
| 06/03/10 | A pre-application meeting was held with the applicant where elements of submitting a Special Use Permit for Motor Vehicle Sales (Used) were discussed. The topics included the submittal of application materials, meeting dates, and deadlines. |

| ***Neighborhood Meeting*** |
|---|
| A neighborhood meeting is not required, nor was one held. |

| ***Field Check*** | |
|---|---|
| 11/09/10 | A poorly maintained site was noted with missing landscaping, disabled vehicles, trash enclosures used for storing various items, a destroyed trash enclosure, trash dumpsters that are out in the open, graffiti on buildings and inaccessible drive aisles. There are open Code Enforcement actions on the subject site. |

| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 1.33 |

| ***Surrounding Property*** | ***Existing Land Use Per Title 19.04*** | ***Planned or Special Land Use Designation*** | ***Existing Zoning District*** |
|---|---|---|---|
| Subject Property | Automotive Repair Center | GC (General Commercial) | C-2 (General Commercial) |
| North | Single-Family Residences | ML (Medium Low Density Residential) | R-CL (Single Family Compact-Lot) |
| South | Child Care Facility/ Elementary School | SC (Service Commercial)/PF (Public Facilities) | R-E (Residence Estates)/ C-V (Civic) |
| East | Condominiums | ML (Medium Low Density Residential) | R-PD12 (Residential Planned Development – 12 Units per Acre) |
| West | Apartments/ Undeveloped | M (Medium Density Residential)/SC (Service Commercial) | R-3 (Medium Density Residential)/C-1 (Limited Commercial) |

| ***Master Plan Areas*** | ***Yes*** | ***No*** | ***Compliance*** |
|---|---|---|---|
| **Master Plan Area** | | X | N/A |
| ***Special Purpose and Overlay Districts*** | ***Yes*** | ***No*** | ***Compliance*** |
| **Special Purpose and Overlay Districts** | | X | N/A |
| **Trails** | | X | N/A |
| **Rural Preservation Overlay District** | | X | N/A |
| **Las Vegas Redevelopment Plan Area** | | X | N/A |
| **Development Impact Notification Assessment** | | X | N/A |
| **Project of Regional Significance** | | X | N/A |

## DEVELOPMENT STANDARDS

***Pursuant to Title 19.10, the following parking standards apply:***

| ***Parking Requirement*** | | | | | | | |
|---|---|---|---|---|---|---|---|
| | ***Gross Floor Area or Number of Units*** | ***Required*** | | | ***Provided*** | | ***Compliance*** |
| | | | *Parking* | | *Parking* | | |
| ***Use*** | | ***Parking Ratio*** | Regular | Handi-capped | Regular | Handi-capped | |
| Proposed Motor Vehicle Sales (Used) | 2,000 SF | 1/500 SF of GFA | 4 (+6 Display Spaces) | | | | |
| Existing Auto Repair Garage, Major | 14,250 SF | 1/200 SF +5 spaces | 77 | | | | |
| Existing Auto Repair Garage, Major to be Converted | 2,000 SF | 1/200 SF | (-10) | | | | |
| Future General Retail Store (Furniture Store) | 11,280 SF | 1/175 SF | 65 | | | | |
| Future Restaurant 2,000 SF or more (without Drive-Through) | 3,623 SF | 1:50 SF of Public Seating | 73 | | | | |
| | | 1:200 SF of total remaining GFA | 13 | | | | |
| Future General Retail Store (Meat Market) | 2,584 SF | 1:200 SF of total remaining GFA | 12 | | | | |
| **TOTAL SPACES REQUIRED** | | | **250** | | **201** | | **Y** |
| **TOTAL (With Handicapped)** | | | 243 | 7 | 194 | 7 | Y |
| Loading Spaces | | | 3 | | 3 | | Y |

JG

| *Street Name* | *Functional Classification of Street(s)* | *Governing Document* | *Street Width (Feet)* | *Compliance with Street Section* |
|---|---|---|---|---|
| ***Bonanza Road*** | Primary Arterial | Master Plan of Streets and Highways | 100 | Y |
| ***Diamond Head Drive*** | Local | N/A | 60 | N/A |

**ANALYSIS**

The applicant is proposing to convert 2,000 square feet of an existing 16,250 square-foot Auto Repair Garage, Major into a Motor Vehicle Sales (Used) establishment. A previous Variance (VAR-25220) approved 201 parking spaces for a 16,250 square-foot Auto Repair Garage, Major, a 6,207 square-foot Restaurant, and 13,315 square-feet of General Retail where 250 parking spaces are required. A previous request for a Special Use Permit (SUP-33611) was denied by the Planning Commission for a proposed 1,000 Motor Vehicle Sales (Used) at this site on April 23rd, 2009. This request would allow vehicle sales in conjunction with an Auto Repair Garage, Major, which was previously approved through Special Use Permit (SUP-3223), and would circumvent a Minimum Special Use Permit Requirement of that use, which prohibits the display and sale of vehicles at an Auto Repair Garage, Major site. Therefore, staff recommends denial of the request.

**FINDINGS (SUP-38523)**

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use cannot be conducted in a manner that is harmonious and compatible with the existing and surrounding land uses, as the surrounding parcels are residential and limited commercial in nature, including a child care facility immediately adjacent to the south of the site. The proposed use is too intense for the subject property.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed, but is not suitable for the combination of existing and proposed uses. In addition, there is a single driveway onto the site that will limit access for more intense uses, such as vehicle sales, that depend on a high volume of in-and-out traffic.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site is provided by Bonanza Road, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways, which is adequate for access to the site. However, there is only one access driveway to the site with an emergency crash gate at the south end of the site at Diamond Head Drive, a 60-foot Local Street. The subject property is also adjacent to Page Street, a 60-foot Local Street to the east; however, no access is provided to this roadway.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use meets all of the applicable conditions per Title 19.04; however, the request would allow vehicle sales in conjunction with an Auto Repair Garage, Major, which was previously approved through Special Use Permit (SUP-3223). This would circumvent a Minimum Special Use Permit Requirement of that use that prohibits the display and sale of vehicles at an Auto Repair Garage, Major site.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 14

**NOTICES MAILED** 540 (By City Clerk)

**APPROVALS** 1

**PROTESTS** 15

# PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38523** APN: 140-32-101-017

Name of Property Owner: HECTOR CAMACHO

Name of Applicant: SAME

Name of Representative: SAME

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: HECTOR CAMACHO

Subscribed and sworn before me

This 11th day of June, 2010

Joannie M Becknell

Notary Public in and for said County and State

State of Nevada

County of Clark

JEANNIE M. BECKNELL
Notary Public State of Nevada
No. 99-23658-1
My appt. exp. Apr. 10, 2011

RECEIVED
JUN 11 2010

PLANNING & DEVELOPMENT

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

**Application/Petition For:** SUP MOTOR VEHICLES BUS ED

**Project Address (Location)** 4561 E BONANZA = 130 -

**Project Name** CAMACHO PLAZA **Proposed Use** 3

**Assessor's Parcel #(s)** 140-32-101-017 **Ward #** _____

**General Plan:** existing _____ proposed _____ **Zoning:** existing C2 proposed GC

**Commercial Square Footage** _____ **Floor Area Ratio** _____

**Gross Acres** 1.32 **Lots/Units** _____ **Density** _____

**Additional Information** _____

**PROPERTY OWNER** HECTOR CAMACHO **Contact** 4601775

**Address** 1501 S MARYLAND PK **Phone:** 4601775 **Fax:** _____

**City** LV NEV 89104 **State** _____ **Zip** _____

**E-mail Address** ESTRELLALV@HOTMAIL.COM

**APPLICANT** HECTOR CAMACHO **Contact** HECTOR

**Address** SAME **Phone:** 4601775 **Fax:** _____

**City** ABOVE **State** _____ **Zip** _____

**E-mail Address** _____

**REPRESENTATIVE** HECTOR **Contact** HECTOR

**Address** SAME ABOVE **Phone:** 4601775 **Fax:** _____

**City** _____ **State** _____ **Zip** _____

**E-mail Address** _____

**Property Owner Signature*** _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

**Print Name** _____

Subscribed and sworn before me

This 11th day of June, 2010.

_____

Notary Public in and for said County and State

State of Nevada
Clark County

Revised 10/27/08

JEANNIE M. BECKNELL
Notary Public State of Nevada
No. 99-25658-1
My appt. exp. Apr. 10, 2011

RECEIVED
JUN 11 2010

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | SUP-38523 |
| Meeting Date: | 7/29/10 |
| Total Fee: | 1039 00 |
| Date Received:* | 6/11/10 |
| Received By: | M REX |

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

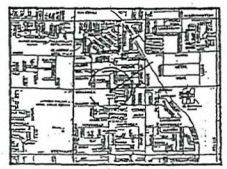
f:\depot\Application Packet\Application Form.pdf

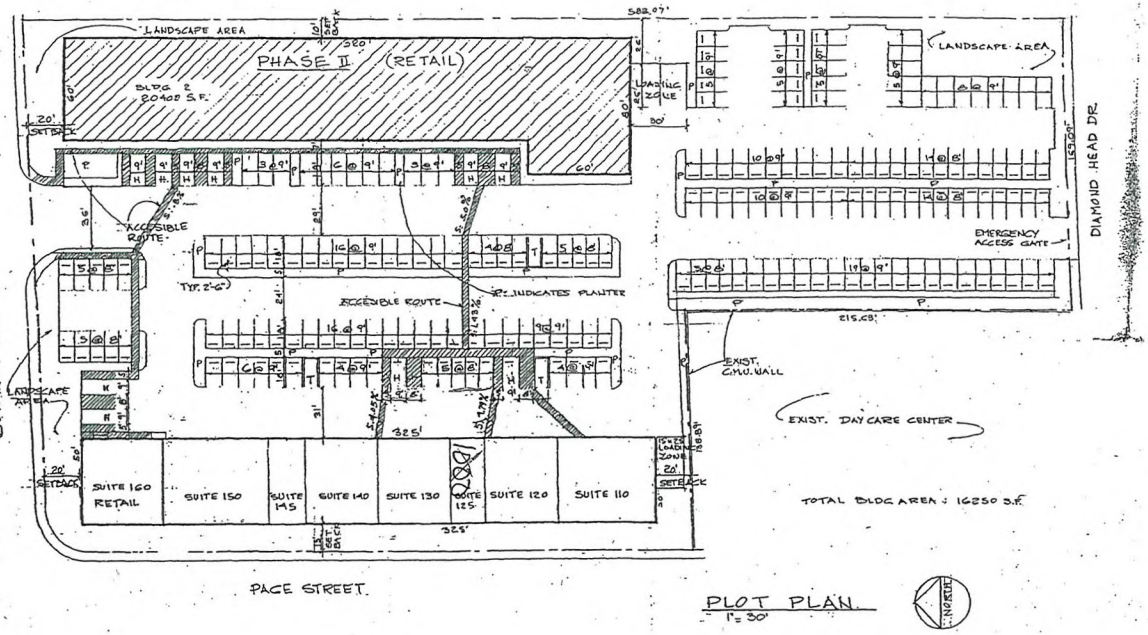
SUP-33611 (S2) Stamped 3-4-09 :PC 4-23-09 Denied

LEGAL DESCRIPTION:

BEING A PORTION OF THE NE/4 AT THE NW/4 OF SECTION 32, TOWNSHIP 20 S, RANGE 62 E AS RECORDED AT THE CLARK COUNTY, NV, RECORDER'S OFFICE.

A.P.N.: 140-32-114-045






PLOT PLAN
1" = 30'

BUILDING ANALYSIS

| | |
|---|---|
| Furniture Store | 8740 S.F. |
| Furniture warehouse | 2810 S.F. |
| Subtotal | 11550 S.F. |
| Fast Food Eatery. Seating | 3623 S.F. |
| " " Kitchens | 2100 S.F. |
| " " Rest rooms | 484 S.F. |
| Subtotal | 6207 S.F. |
| Meat Market | 2035 S.F. |
| Sprinklers raiser room | 44 S.F. |
| Exterior walls | 526 S.F. |
| Interior 6" wall | 38 S.F. |
| Subtotal | 2643 S.F. |
| TOTAL BUILDING AREA | 20400 S.F. |

PARKING ANALYSIS

PHASE 1 (EXISTING)

Auto repair garage: 5 spaces + 1 per 200 S.F.
5 + (16250 S.F. ÷ 200)= 86.25 spaces.

PHASE 2 (PROPOSED)

| | |
|---|---|
| Furniture Store | 8470 S.F.÷175= 49.4 spaces. |
| Furniture warehouse | 2810 S.F.÷2500= 1.12 spaces. |
| Subtotal: | 49.5spaces. |
| Fast Food Eatery | 3623 S.F.÷50= 72.46 spaces. |
| " " Kitchens | 2584 S.F.÷200= 12.92 spaces. |
| Subtotal: | 85.38 spaces. |
| Meat Market | 2035 S.F.÷175= 11.62 spaces. |

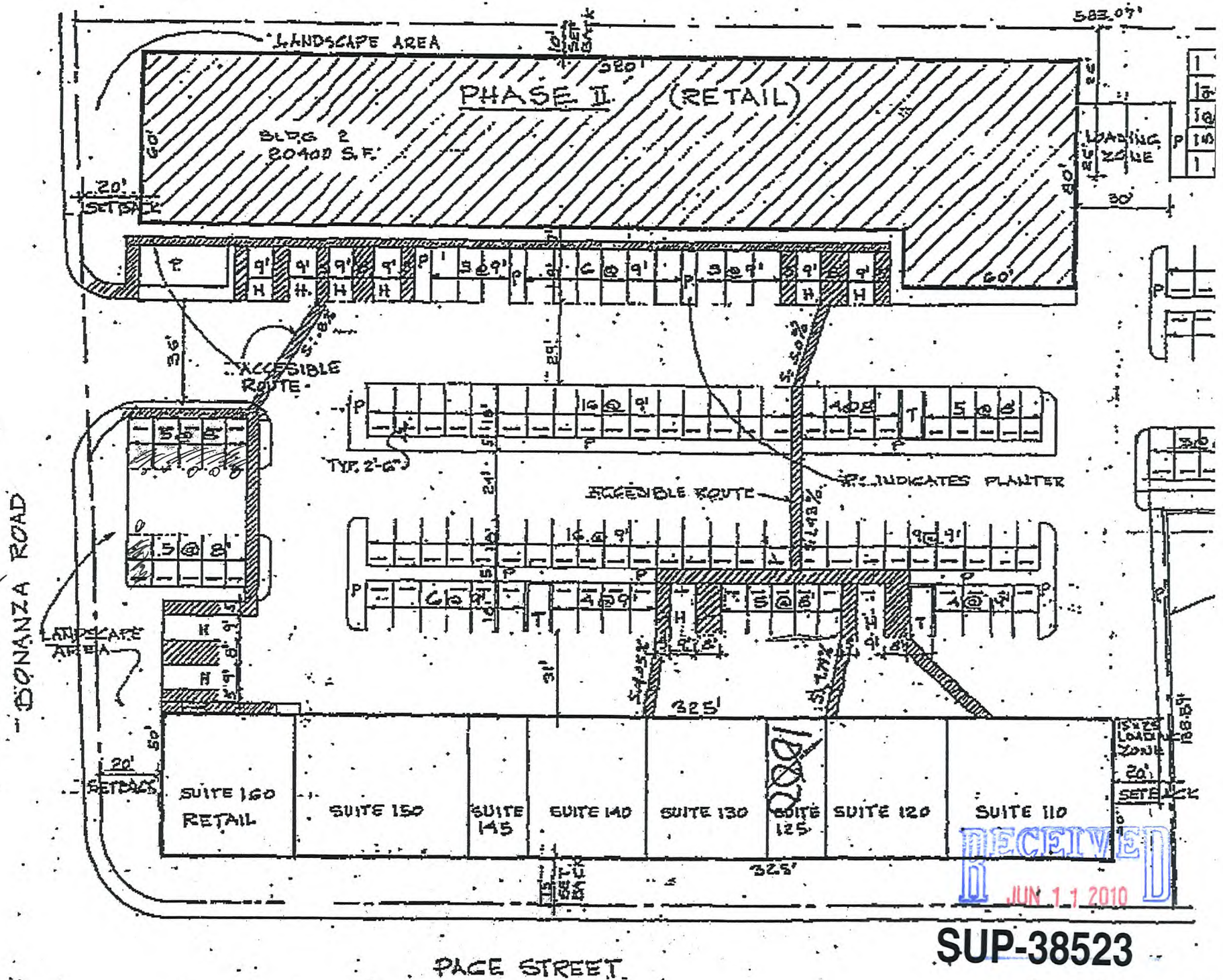
TOTAL PARKING REQUIRED: 232.7 SPACES.

TOTAL PARKING PROVIDED: 201 SPACES plus 3 loading.

| | | | | |
|---|---|---|---|---|
| | NORA H.MASANA<br>ARCHTECT<br>2207 WESTOWAN ROAD<br>NORTH LAS VEGAS NV 89032<br>(702) 38-0727 | CAMACHO AUTO CENTER. PHASE 2<br>4161 EAST BONANZA<br>Las Vegas NV 89110<br>Owner: Hector Camacho<br>(702) 460-1775 | SITE PLAN | DRAWN : N.H.M.<br>DATE : 10-16-07<br>SCALE : 1" = 30' |

SUP-38523

RECEIVED
JUN 11 2010




111 DISPLAY AREA

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SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

SUP-38523 - APPLICANT/OWNER: HECTOR CAMACHO
4561 EAST BONANZA ROAD, SUITE #130

12/07/10

HECTOR CAMACHO
1501 S. MARYLAND PKWY
LAS VEGAS, NEVADA 89104
(702)460-1775

May 10, 2010

Attn: PLANNING AND DEVELOPMENT DEPARTMENT

Re: JUSTIFICATION LETTER

To whom it may concern.

I am applying for a Use Permit for an Auto Sales at 4561 E. Bonanza Road, Las Vegas, Nevada 89110. The property is zoned as a C2 which is for a heavy mechanic repair of which is comparable with Use Permit of which I am applying for.

Further this is vital to me because at this time I have filed a chapter 11 bankruptcy and this will give more proof to the judge and trustees that I do intent to have future income.

Respectfully

HECTOR CAMACHO

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JUN 11 2010

SUP-38523

**NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL**

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218
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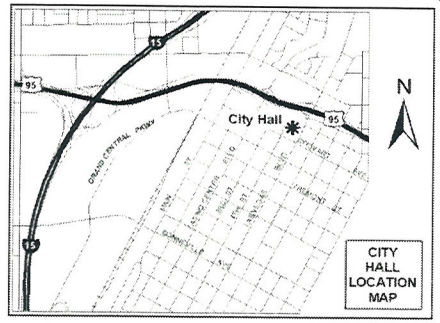
**Return Service Requested**
**Official Notice of Public Hearing**




If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**

Planning Commission Meeting of 12/16/2010

LAS VEGAS NV 890 12-04-10

RECEIVED
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Case: SUP-38523

14029411191
ROSALIN ERLINDA & MARIO
2906 LOCUST CT
STERLING HEIGHTS MI 48314-1877

City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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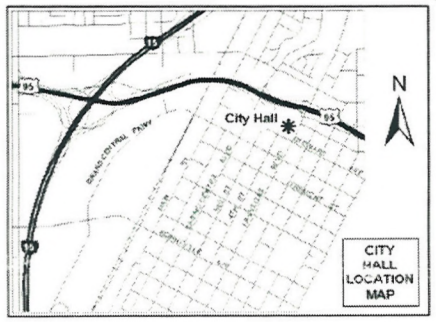


Can A park be built or an open decorative park; example Just an open Area where People can meet, Have Public events

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 7/29/2010

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Case: SUP-38523
14029414065
LUKE LAWRENCE LEROY & RAMONA M
612 MARION DR
LAS VEGAS NV 89110-5413

ENCLOSED

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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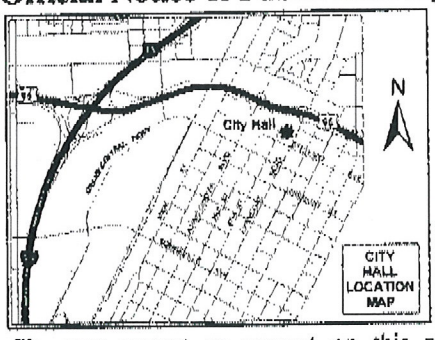


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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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**SUP-38523**

Planning Commission Meeting of 12/16/2010

Definitely not. We don't need more congestion

14P

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Case: SUP-38523

14029411050
LAJONCHERE MARIA R
4524 COOL VALLEY DR
LAS VEGAS NV 89110-2377

DEC-05-2010 08:42 AM P.01

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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10 DEC -6 AM 10:59
PLANNING AND DEVELOPMENT

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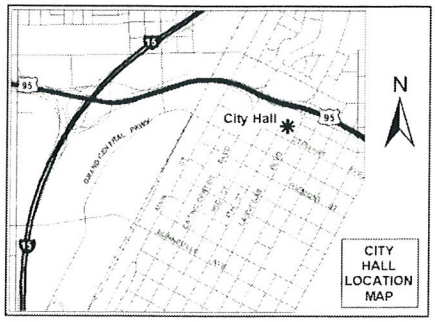


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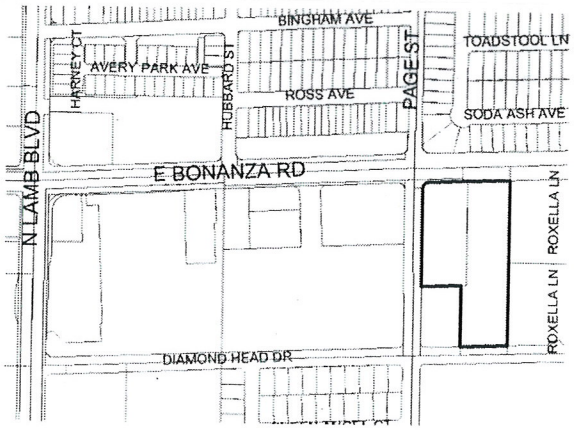
☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 12/16/2010

Case: SUP-38523
14032113029
STAFFORD KAWIKA ALIILOA & LISA N
554 ROXELLA LN #C
LAS VEGAS NV 89110-3399

**TABLED - RENOTIFICATION - SUP-38523 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: HECTOR CAMACHO** - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) USE at 4561 East Bonanza Road, Suite #130 (APN 140-32-101-017), C-2 (General Commercial) Zone, Ward 3 (Reese). As a CLV employee who lives in a Condo adjacent to Mr. Camacho's so called "business", It is my hope the City will rein this guy in. We hear tow trucks bringing in vehicles at all hours of the night We see a great influx of vehicles but little to no apparent "Customers." Recently they had a weekend 'Car Show' where the music blared all afternoon. His housekeeping of the property is deplorable. I hope the City will do more to bring Mr. Camacho into compliance.




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | Planning Commission |
| **Date:** | ***December 16, 2010*** |
| **Time:** | 6:00 P.M. |
| **Location:** | City Council Chambers<br>400 Stewart Avenue<br>Las Vegas, Nevada |

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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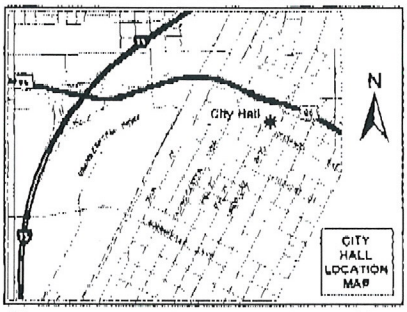


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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 12/16/2010

Case: SUP-38523
14029414037
SMITH SONIA S TRUST
4701 GRAND RIDGE CT
LAS VEGAS NV 89147-5671

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City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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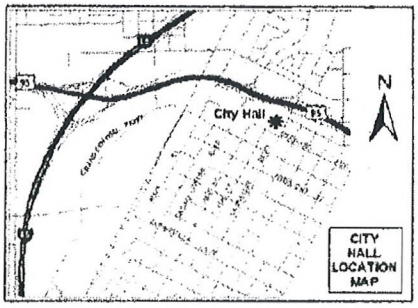


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[ ] I SUPPORT this Request [X] I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 7/29/2010

Oppose for all the reasons the Law requires a Special Use Permit multiplied by Mr. Camacho's demonstrated inability to manage his property responsibily.

Case: SUP-38523
14032102002
D T MARK PROPERTIES L L C
16161 VENTURA BLVD #435
ENCINO CA 91436-2522

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JUN 21 2010

41P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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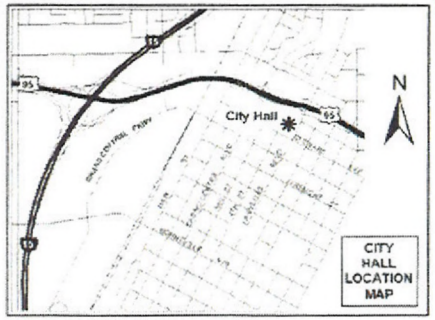


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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 7/29/2010

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JUL 23 2010

Case: SUP-38523
14032210004
MAHON PATRICK J & COLLENE C
4520 MONTEBELLO AVE
LAS VEGAS NV 89110-3389

Submitted after final agenda
Date
Item 41P

To: City of Las Vegas
Planning & Development Dept

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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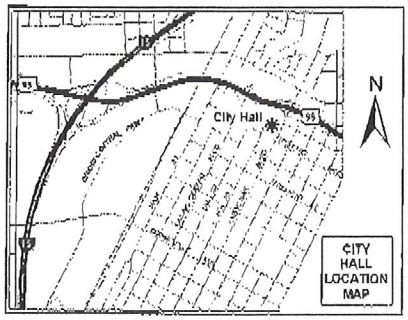


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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 12/16/2010

Case: SUP-38523
14032111044
GARCIA MONTANA L
4605 DIAMOND HEAD DR
LAS VEGAS NV 89110-3417

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DEC 10 2010

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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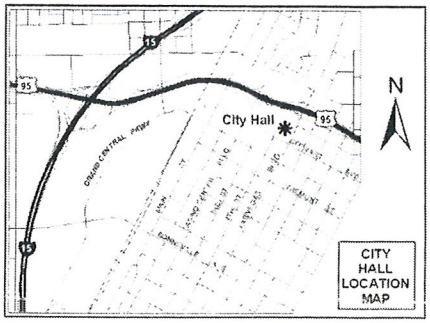


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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 12/16/2010

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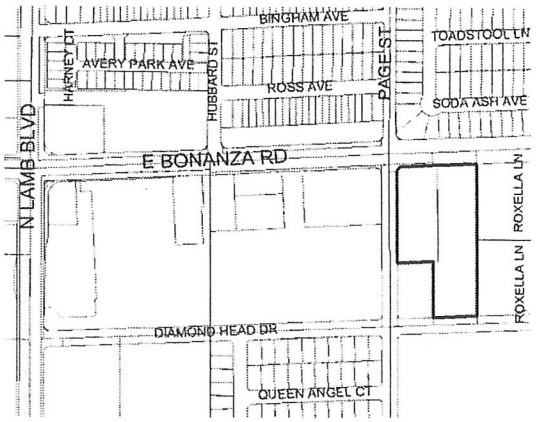
Case: SUP-38523
14032210004
MAHON PATRICK J & COLLENE C
4520 MONTEBELLO AVE
LAS VEGAS NV 89110-3389

## Application Information

**TABLED - RENOTIFICATION - SUP-38523 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: HECTOR CAMACHO** - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) USE at 456½ East Bonanza Road, Suite #130 (APN 140-32-101-017), C-2 (General Commercial) Zone, Ward 3 (Reese).

NO It is next to a DAY CARE & ELEMENTARY School Kids are always around on Them all the other schools LESS than 1 mile NO NO NO

## Application Location




The proposed project may not pertain to the entire highlighted project site.

## Public Hearing Information

| | |
|---|---|
| **Meeting:** | Planning Commission |
| **Date:** | ***December 16, 2010*** |
| **Time:** | 6:00 P.M. |
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14P

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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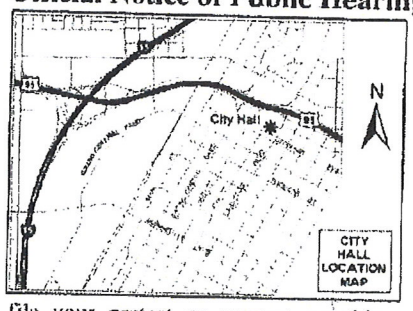


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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**

Planning Commission Meeting of 12/16/2010

This will only increase The visual blight of the area.

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DEC 09 2010

Case: SUP-38523
14032102002
D T MARK PROPERTIES L L C
18161 VENTURA BLVD #435
ENCINO CA 91436-2522

14P

p.1
0000000
Dec 12 10 11:04a BROWN

Eva Brown
4629 Kathleen ct
89110

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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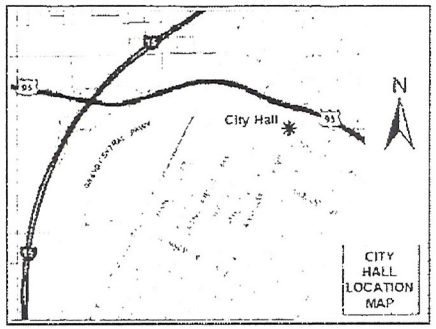


I've lived in this area for 20 yrs. And its is slowly getting run down if you look at what he has there now you would see what a used car lot would look like. He keeps wanting to put something next to a daycare & Elem. School that has been there for yrs. We do not need another Junk pile in this area not next to the daycare there is already Junk cars & trucks parked all over leaking oil & gas & you know he will open the gate that faces the School. Kids will be walking through that area So NO MORE MESS

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case SUP-38523
140321111058
BROWN EVA JANE
4629 KATHLEEN CT
LAS VEGAS NV 89110-3474

FP

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**

Planning Commission Meeting of 12/16/2010

With A Junk car lot only makes the area look worse. There's enough

Some of the homes are starting to look a little better because they can't sell them & know. So could we keep this area nice as

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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$ 00.41⁴
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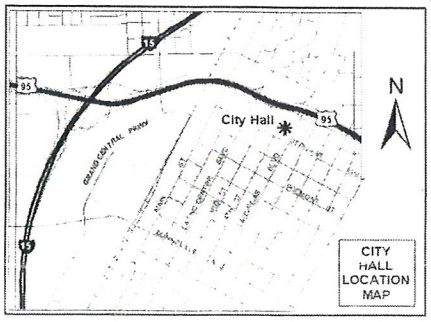
**Return Service Requested**
**Official Notice of Public Hearing**




To whom: it may Concern we strongly oppose, this plan for a SECOND TIME! we would like To see A park please and thank you

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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**
Planning Commission Meeting of 12/16/2010

Case: SUP-38523
14029414065
LUKE LAWRENCE LEROY & RAMONA M
612 MARION DR
LAS VEGAS NV 89110-5413

149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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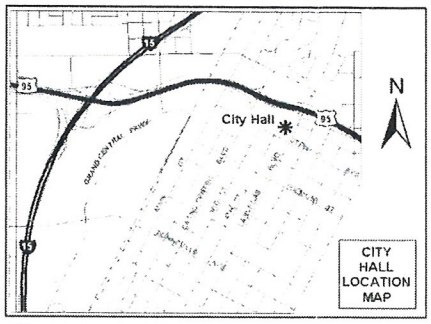


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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

**SUP-38523**

Planning Commission Meeting of 12/16/2010

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Case: SUP-38523

14029413052
GANTMAN ROBERT MARTIN
4540 TOADSTOOL LN
LAS VEGAS NV 89110-2398

14P

# Telephone Protest/ Approval Log

**Meeting Date:** 07.29.10 **Case Number:** SUP-38523

**Date:** 07.28.10
**Name:** Mary Paz
**Address:** 4608 Kathleen Court
89110
**Phone:** 702-438-6211
[X] **PROTEST** [ ] **APPROVE**

**Date:**
**Name:**
**Address:**
**Phone:**
[ ] **PROTEST** [ ] **APPROVE**

**Date:**
**Name:**
**Address:**
**Phone:**
[ ] **PROTEST** [ ] **APPROVE**

**Date:**
**Name:**
**Address:**
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[ ] **PROTEST** [ ] **APPROVE**

**Date:**
**Name:**
**Address:**
**Phone:**
[ ] **PROTEST** [ ] **APPROVE**

**Date:**
**Name:**
**Address:**
**Phone:**
[ ] **PROTEST** [ ] **APPROVE**

4 IP

# Telephone Protest/ Approval Log

**Meeting Date:** 7/29/10 PC **Case Number:** SUP-38523

**Date:** MON - July 19, '10
**Name:** John Brochius Sr.
**Address:** 4580 ~~Ross~~ Ave.

**Phone:** 752-9189

☐ **PROTEST** ☒ **APPROVE**

**Date:**
**Name:**
**Address:**

**Phone:**

☐ **PROTEST** ☐ **APPROVE**

**Date:**
**Name:**
**Address:**

**Phone:**

☐ **PROTEST** ☐ **APPROVE**

**Date:**
**Name:**
**Address:**

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☐ **PROTEST** ☐ **APPROVE**

**Date:**
**Name:**
**Address:**

**Phone:**

☐ **PROTEST** ☐ **APPROVE**

**Date:**
**Name:**
**Address:**

**Phone:**

☐ **PROTEST** ☐ **APPROVE**

RECEIVED
JUN 27 2010

Submitted after final agenda
Date Item 41 A

City of Las Vegas Agenda Item No.: **51.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**SUBJECT:**
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **52.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**SUBJECT:**
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **53.**

## *AGENDA SUMMARY PAGE*
**CITY COUNCIL MEETING OF: JANUARY 19, 2011**

**SUBJECT:**
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION